



## **Terms of Use**

*Last revised: May 5, 2018*

**For advice about your test results or your medical condition, please contact your physician.**

**If you have an emergency, or need to speak to someone urgently, please contact your physician or go to the nearest hospital.**

Please read the following Terms of Use ("Terms") carefully. These Terms constitute a legal agreement between you (the "User") and the Interior Health Authority ("IH"), which provides the MyHealthPortal (the "Portal") service to you, accessible through the Portal website, [www.interiorhealth.ca/myhealthportal](http://www.interiorhealth.ca/myhealthportal) (the "Site"). Access to the Site and functionality made available through the Portal are collectively referred to herein as the "Services". These are the Terms under which Users may access and use the Services.

By logging into the Portal, Users are agreeing to be bound by the Terms described herein, all applicable laws and regulations, and agree that they are responsible for compliance with any applicable laws. If Users do not accept all of these Terms, users should not sign-up for, use or access the Portal.

IH may amend the terms and conditions of this Terms of Use at any time upon reasonable notice, including, without limitation, by posting revised terms on the Portal website at: <https://www.interiorhealth.ca/YourHealth/MyHealthPortal/Documents/Terms%20and%20Conditions.pdf>, which amended terms and conditions shall be binding. It is the responsibility of Users to regularly review these Terms.

### **Services Description**

The Portal is not intended as a substitute for medical care and advice. The Portal provides registered Users to view and download limited portions of their IH health records. It is also designed to allow Users to update their personal demographic information. Additional functionality may be available in future. Should Users wish to access health information not available in the Portal they may do so through the established procedures outlined for Accessing Personal Health Records on the IH website.

IH provides support services to assist in resolving any issues encountered with Portal use, however IH cannot guarantee Portal availability. IH may, at any time, suspend or terminate a User's Account and/or their access to the Services without notice.

## **Account Registration and Usage**

Users of the Portal must be a current or former patient of Interior Health. Users will have access to their own personal health records through a unique Portal user account ("Account"), and possibly to other patient(s) records should they permit the user Proxy status. Users will be prompted to finalize their account registration on initial log-in, including selecting a password ("Password"). If a User does not wish to proceed to use the Services, they can inform Interior Health and their Portal account will be inactivated.

Portal Users must (i) provide, true, accurate, current and complete information about themselves when finalizing registration; (ii) maintain and promptly update their Account information to ensure it remains true, accurate, current and complete; and (iii) maintain the confidentiality of their account including not sharing their password with anyone.

Users are responsible for their use of the Portal and agree to notify IH immediately of any unauthorized use of their Account or any other breach of security. Users will ensure that they log-out of their account at the end of each session. IH will not be liable for any loss or damage arising from a User's failure to maintain the confidentiality of their Account.

## **Proxy Access**

At age 19 or older, a User may give permission to another person to access their health record via the Portal. Proxy Users must be IH patients and must utilize the Portal under their unique user account, and are subject to these Terms and Conditions.

## **Access for Minors / Incapable Adults**

For those children 0-11, or Incapable Adults, Interior Health grants proxy access for qualified individuals. Such individuals can include Parents, Guardians, Care Giver, etc. In order to qualify for proxy access, you must submit a Declaration of Status to Access form to your local Health Records department, along with verifying documentation. Once the child turns 12, proxy access will be severed. Mature children between the ages of 12-18 can apply to view their own record by submitting the Mature Minor Access Form. This form must be signed by the child's Family Physician, Nurse Practitioner or Psychologist, and then must be submitted to their local Health Records department. No proxy access will be granted for children 12-18 years of age.

## **Evaluation of the Portal**

Under the authority of section 26(e) of the Freedom of Information and Protection of Privacy Act of BC (FIPPA) IH may contact Users for purposes of evaluating the Portal. If you do not wish to participate, please email us at: [MyHealthPortal@interiorhealth.ca](mailto:MyHealthPortal@interiorhealth.ca)

## **Privacy**

IH does not automatically collect personal information from Users of the Portal, however there may be situations where Users choose to voluntarily provide it in order to use specific online services, such as updating their demographic information, or to request service support from IH. Privacy is very important to IH, and while we try to limit the amount of personal information we collect from Users, their diligence is required to ensure that they do not provide any personal health information about themselves or anyone else in their communications with us. IH conducts regular auditing of all accesses to the Portal and

investigates any suspected breaches, and may use non-identifiable data about usage of the Portal for quality improvement purposes.

### **Security**

IH is obligated to protect personal information by ensuring reasonable security provisions are in place against risks such as unauthorized access, collection, use, disclosure or disposal. Physical, technical and administrative security measures have been integrated into the design, implementation and day-to-day operating practices for the Portal as part of IH's continuing commitment to the protection of the personal information it holds.

Users also play an important role in securing their personal information in the Portal by not sharing their account password with anyone, not accessing their personal health information from a public computer, and notifying IH should they suspect a breach has occurred.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW INTERIOR HEALTH AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGES: (I) CAUSED BY RELIANCE ON PRACTITIONERS OR MEDICAL CARE PROVIDERS ADVICE OR FAILURE TO SEEK APPROPRAITE MEDICAL SUPPORT INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, IMPROPER DIAGNOSIS, INACCURATE INFORMATION OR IMPROPER TREATMENT UNLESS SUCH HARM IS CAUSED BY THE NEGLIGENCE OF INTERIOR HEALTH OR ITS EMPLOYEES; OR (II) OTHER LOSSES INCURRED IN CONNECTION WITH YOUR USE, MISUSE OR RELIANCE UPON THE SERVICES OR THEIR CONTENT, OR YOUR INABILITY TO USE THE SERVICES, ANY LOSS OF DATA REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF INTERIOR HEALTH KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

### **Release**

Users agree that they bear all risk and agree to release Interior Health (and their officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with their use of the Services except to the extent any injury is directly due to the negligence of Interior Health or its personnel. Users further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

### **Indemnity**

Users agree to indemnify, defend, and hold harmless Interior Health, officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any

and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from the User's breach of these Terms.