

myHealthRecord Terms and Conditions

myHealthRecord is an easy way to access some, but not all, of my medical record online.

With myHealthRecord, I can:

- view parts of my medical record
- add my information to myHealthRecord
- view some test results
- request appointments
- send online messages to my care team
- view displayed materials like articles, photographs, audio and video clips
- access links to relevant websites
- receive notifications to check myHealthRecord
- Access and receive all of the above via myHealthRecord (i.e. MyChart) mobile application

myHealthRecord is the licensed property of Women's College Hospital. Women's College Hospital can change the content and functions of myHealthRecord without notice to me.

Women's College Hospital offers myHealthRecord as a convenience. I do not have to use it if I do not want to. I use it at my own risk.

If I use or access myHealthRecord - whether as a patient or as a proxy for my relative or another person - **I agree to all the terms and conditions listed below**. I understand I must read them very carefully before using myHealthRecord. I know Women's College Hospital can change these terms and conditions at any time without giving me notice.

In exchange for being able to use myHealthRecord, I understand and agree that:

- **I will not use myHealthRecord for emergencies.** If I have an emergency or anything else that must be handled quickly, I will call my physician, call a qualified healthcare provider or call 911. Or, I will go to a hospital's emergency department. (Note: Women's College Hospital does not have an emergency department.)
- Staff at Women's College Hospital try hard to answer messages in a timely manner. I can expect a response within three (3) business days.
- To access myHealthRecord, I will be asked to complete an online registration form.
 - I will provide accurate personal information and will update it when it changes.
 - I will provide a username and a password.
 - I will immediately contact Women's College Hospital at privacy@wchospital.ca if someone without my permission uses my username or password or breaches security.
 - I will not give my username or password to anyone else. If I think someone else has my password, I will change it immediately.
 - I will carefully choose the email address I want to use for myHealthRecord. Anyone with access to this email account will be able to see notifications sent from myHealthRecord.

- I know Women’s College Hospital may stop my access to myHealthRecord if:
 - Women’s College Hospital has reason to believe my registration information is untrue, inaccurate or incomplete,
 - someone without my permission has used my username or password or has breached security, or
 - for any other reason.

Women’s College Hospital will make a reasonable effort to notify me if it stops my access.

- I may allow another person (“proxy”) to be added to my account and see my medical information. A proxy can do everything I can do using myHealthRecord that is related to my healthcare.
 - If I am twelve years old or older, I must consent to enable a proxy use of my account on myHealthRecord.
 - To consent, I must complete a Proxy Request form and email it to myHealthRecord@wchospital.ca.
- **I will *not* use myHealthRecord to send messages about medical issues that I think are *sensitive*.** Staff who are not physicians or nurses will help answer messages. If I am not comfortable with other people seeing my message, I won’t send it. I will make an appointment so I can talk directly with my physician instead.
- **myHealthRecord Mobile Device (MyChart application).** I can choose to access myHealthRecord from a mobile device, such as a smart-phone or tablet, instead of a traditional internet browser.
 - I understand that this service is provided to me free of charge by Women’s College Hospital, and that any charges for cellular data or roaming by my wireless provider are my responsibility.
 - I understand that the hospital has made great effort to provide a secure and reliable service, but sometimes the service may be slow or unreachable due to poor cellular reception or other factors outside of the hospital’s control.
 - I understand that the security of the mobile device is my responsibility and not that of the hospital. If I have concerns regarding the security of the myHealthRecord mobile application, I will remove it from my device and stop using it.
 - I can view my information when I access it through myHealthRecord mobile application, but it will not remain on the device unless I take steps to save and store it there before I exit from the application. If I lose my mobile device, I am responsible for taking any appropriate action to ensure the safety of any data that I have stored on the device.
 - I understand that the hospital makes an effort to test the mobile application with many different devices, but there may be some devices where the application doesn’t work correctly.
- **myHealthRecord is not a substitute for medical advice.**
 - If I am concerned or have questions about my health, I will make an appointment with my physician.

- Information received from myHealthRecord, or through a website link on myHealthRecord, is not complete.
 - It does not cover all medical problems or treatments.
 - Not all test results will be available on myHealthRecord. If a test has been done and I do not see the result in myHealthRecord, I will contact my physician's office.
 - I will not see all of my hospital health record on myHealthRecord. If I need to see more of my health record or obtain copies of my file, I will contact the Release of Information Office of Women's College Hospital at 416-323-6098.
- **I know myHealthRecord does not create a new physician-patient relationship.** It does not create a physician-patient relationship between my Proxy and my physician either.
- **Notifications.** I consent to Women's College Hospital sending me email notifications to check myHealthRecord for information. I understand I can change my mind and choose not to receive email notifications by accessing my account on myHealthRecord and changing my notification preferences.
 - I understand that Women's College Hospital cannot ensure that notification emails are secure. They may contain a minimal amount of personal information about me, such as my name and that I am a patient of Women's College Hospital.
 - Notifications will not be stored in myHealthRecord because they are not viewed as clinically relevant.
 - I understand that notifications are sent from a "no reply" account and my responses won't necessarily be seen by a person.
- I may send a message to my care provider at Women's College Hospital, if I have their permission to do so, by accessing my account on myHealthRecord.
 - To seek permission, I must speak to my care provider.
 - If I have more questions about exchanging emails with my care provider, I may contact Women's College Hospital Privacy Office at privacy@wchospital.ca.
- **Women's College Hospital is not responsible for information on website links found on myHealthRecord.**
 - Women's College Hospital does not check that the information on websites linked through myHealthRecord is up to date or accurate.
 - Women's College Hospital does not necessarily recommend any product or service available on these websites.
 - I use the website links and the products or services on these links at my own risk.
 - Women's College Hospital does not allow a website link on myHealthRecord without its permission.
 - Women's College Hospital may remove a link without telling me.
 - I agree to remove any link if requested by Women's College Hospital.

- **If I do not want to use myHealthRecord**, I will contact myHealthRecord@wchospital.ca to deactivate my account.
- **If I do not want my proxy to use myHealthRecord** to see my medical information anymore, I will contact myHealthRecord@wchospital.ca to deactivate or change my account.
- I agree to these terms and conditions and know they may be changed from time to time. I agree to those changes.
- I know I use myHealthRecord at my own risk and liability.
- I accept myHealthRecord and the information on it “as is”. In other words, I know Women’s College Hospital is not promising anything about myHealthRecord’s ability to perform a function or that it will operate smoothly, error-free or in a timely way.
- I know Women’s College cannot guarantee that anything sent or received using the internet will be confidential and secure.
- **Indemnity.** myHealthRecord participation by a patient is entirely voluntary and provided only as a convenience for each patient. As a result, I agree to indemnify, defend and hold harmless Women’s College Hospital, its physicians, other qualified health care providers, 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 (i) my breach of any of the terms and conditions of this Agreement, or (ii) my access to, use, misuse, reliance upon or inability to access or use the myHealthRecord or its content (“Content”).
- **Copyright and Limited License.** The Content is protected by copyright law and is owned by Women’s College Hospital and/or its licensors, or the party accredited as the provider of the Content. Except as granted in the limited licenses herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the myHealthRecord or of its Content, whether in whole or in part, is prohibited without the express prior written consent of Women’s College Hospital. Subject to the terms and conditions of the Agreement, I am hereby granted a limited, non-transferable and non-exclusive license to access, view and use the myHealthRecord and the Content for my personal, non-commercial use. I am granted the right to download, store and/or print single copies of items comprising the Content (including, where made available on the myHealthRecord, downloads of software) for my personal, non-commercial use, provided that I maintain all copyright and other notices contained in such Content. I may not copy and/or repost items comprising the Content online other than within this myHealthRecord. I must also abide by any additional requirements governing the use of any special Content that may be set out in the myHealthRecord. In the event of a conflict between the terms of a license governing specific Content and this Agreement, the terms of the specific license shall govern.

- **Rules governing postings made to the myHealthRecord.**
 - Content of Postings is Not Controlled. The myHealthRecord may provide features which allow me to communicate with Women's College Hospital, its agents and other third-party users, and to otherwise post/upload/communicate information, files, documents, or other materials ("Postings"). Women's College Hospital does not control the content of any Posting and has no obligation to monitor any Posting. Women's College Hospital reserves the right at all times to disclose any information necessary to satisfy any law, regulation, or governmental or law enforcement request, or to refuse to upload or to remove any Posting, in whole or in part, that, in Women's College Hospital's sole discretion, are objectionable, inaccurate, misleading or in violation of the Agreement. For greater certainty, Women's College Hospital will fully cooperate with any legal obligation to disclose the identity of anyone posting threatening, libelous, obscene, pornographic, profane or otherwise offensive or illegal materials. I acknowledge that I alone am responsible for the content of Postings to the myHealthRecord and the consequences thereof.
 - Rules of conduct regarding Postings. The myHealthRecord is used by multiple users and Women's College Hospital asks that each user respect the rights of each other user of the myHealthRecord. It is a condition of my use of the myHealthRecord that I do not:
 - (i) Restrict or inhibit another user from using and enjoying myHealthRecord, interfere or attempt to interfere with the proper workings of myHealthRecord or do anything which, in the sole discretion of Women's College Hospital, imposes an unreasonable or disproportionately large burden on myHealthRecord infrastructure;
 - (ii) Post or transmit any unlawful, abusive, defamatory or obscene information of any kind, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law;
 - (iii) Post or transmit any information, including, without limitation, articles, images, stories, software, or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights herein or derivative works with respect thereto, without first obtaining permission from Women's College Hospital or rights holder;
 - (iv) Post or transmit any information or material which contains a virus or other harmful component;
 - (v) Post or transmit "junk mail", "chain letters", unsolicited mass mailing or "spam";
 - (vi) "Mine" or otherwise use the myHealthRecord for commercial purposes, including, without limitation, posting, or transmitting any information or material which contains advertising, which engages in commercial activities, solicitations or sales, or which involves contests, sweepstakes, advertising and pyramid schemes; or
 - (vii) Engage in any other behavior in connection with the myHealthRecord which Women's College Hospital in its sole discretion determines is objectionable.