

# TERMS AND CONDITIONS OF USE

Last revised: February 17, 2021

## **1. What is the Atlas Alliance?**

The Atlas Alliance is a group of health care providers that includes The Ottawa Hospital, The Ottawa Hospital Academic Family Health Team, The University of Ottawa Heart Institute, Hawkesbury & District General Hospital, St. Francis Memorial Hospital, Renfrew Victoria Hospital and Group Health Center. In these terms and conditions, these providers will be referred to as a group as the “**Alliance**” and each provider as a “**Member**”. “**Applicable Members**” are Members who have provided you with health care and have records of your personal health information.

## **2. What is the MyChart Portal?**

The Alliance has licensed software (“**Software**”) to operate an online portal (the “**MyChart Portal**”) which you may access via the internet or through mobile applications. The Alliance provides MyChart Portal access as a convenience for patients. Your participation in the MyChart portal is voluntary. As a registered user, you can view specific parts of your health records such as test results, health summaries, medications, and scheduled appointments (“**Information**”). You may also receive messages from your healthcare team. The MyChart portal does not provide you access to a complete record of your personal health information. In order to access the MyChart portal you must first create an account (“**Account**”).

## **3. What does the MyChart Portal not provide?**

The MyChart Portal is **NOT A PRIMARY OR RELIABLE MEANS OF COMMUNICATING WITH HEALTH CARE PROVIDERS AT ANY APPLICABLE MEMBER and is not A MEANS OF OBTAINING HEALTH CARE ADVICE. THE PORTAL MUST NOT BE USED IN AN EMERGENCY.** You must direct questions regarding information to your health care provider. Information is **not exhaustive or complete and is not intended to be a substitute for medical or other health professional advice.** In an emergency, call 911 or your health care provider immediately.

## **4. Why is it important to read this document before I use the MyChart Portal?**

The company that owns the software allows the Alliance to make the MyChart Portal available to you. The Alliance is prepared to make the MyChart Portal available to you if you agree to and comply with these terms and conditions. **The Alliance appreciates that these terms and conditions are detailed, but it is important that you take your time, review all of the provisions carefully and let us know (using the contact information in paragraph 19) whether you have any questions before deciding to register for the MyChart Portal.** This is important because when you click "agree" to these terms and conditions, this will create a legal agreement between you and Applicable Members (“**Agreement**”). Just as with some of the

websites or other electronic platforms you may use, this Agreement sets out the rules that you must comply with to be given and continue to have access to the MyChart Portal.

### **5. Is there a risk to my use of the MyChart Portal?**

Yes, as with all electronic information systems, there is a risk to using the MyChart Portal. Although the Alliance has taken steps to select Software that includes security measures to protect the Information transmitted through the MyChart Portal, no software or security measure is perfect. When entering or viewing your Information in the MyChart Portal, you are using a securely encrypted connection via HTTPS and TLS1.2 with AES-256 CIPHERS. All activity is logged and audited. Access to information is controlled through secure activation codes, personal usernames, and passwords. Each registered user controls their password and who they choose to share their Information with. Your account cannot be accessed without your password. The Information is also protected by the privacy and information protection policies of each Applicable Member.

Please note that **use of the MyChart Portal is not mandatory and the health care you receive from Members will not be affected if you decide not to use the MyChart Portal.** Use of the MyChart Portal may not be for you. **By using the MyChart Portal, you agree that your access and use is entirely at your own risk and responsibility.** As the MyChart Portal is provided as a convenience only, you will need to decide whether you are comfortable taking on the risk. By registering for use of the MyChart Portal, you will be understood to have acknowledged and agreed that **the MyChart Portal and Information are provided to you “as is”**. This means that the Alliance is not making any representations or promises or giving any guarantees regarding the MyChart Portal or Information, including that access to the MyChart Portal will be uninterrupted, secure, virus free, error free or suitable for any particular purpose, or that Information will be accurate, complete, current, reliable or timely. The MyChart Portal transmits your Information over the public internet and by registering for the MyChart Portal, you are acknowledging and agreeing that information transmitted over the internet may be subject to loss, theft and/or alternation and the Alliance cannot guarantee the security or integrity of any Information transmitted through the MyChart Portal.

### **6. Given the risk, why would I choose to use the Portal?**

The MyChart Portal will allow you easier and faster access to your Information which may make it easier for you to participate in your own health care and wellness. As mentioned, the MyChart Portal **does not provide access to your complete record of personal health information** at Applicable Members. If you wish to obtain a copy of your complete record you will need to contact the Applicable Member’s health records department.

### **7. What is the legal effect of my registering for use of the MyChart Portal?**

As mentioned in paragraph 4, by registering for the MyChart Portal, you are agreeing to comply with this Agreement. **If you do not accept any of the terms and conditions in this Agreement, you must not register to use the MyChart Portal.** The Alliance may revise the terms and conditions at any time and will try to communicate changes in advance through posting the

revised version on the MyChart Portal before the revised version comes into effect. However, please note that this may not always be possible and the Alliance is not legally obliged to do this. The Alliance may make changes to this Agreement at any time with or without posting a message on the MyChart Portal notifying you of such changes. You will be agreeing to the changes if you keep using the MyChart Portal after the effective date of the changes. **If you do not accept any changes made to this Agreement, you must immediately stop using the MyChart Portal.** By registering for the MyChart Portal, (and so long as you continue to comply with this Agreement), you will be granted what is at law described as a “limited, non-transferable and non-exclusive license” to use the MyChart Portal for your personal (but not any business or other commercial) use. This means that each Portal User and Proxy (as described below) will only be permitted to use the MyChart Portal in accordance with this Agreement, will not be able to transfer his or her right to use the MyChart Portal to another person, and will not be the only user of the MyChart Portal. If you are a Proxy, you agree to only access and use the MyChart Portal and Information as directed by the Portal User for whom you are the Proxy. **Except as allowed in this Agreement, any use of the MyChart Portal or Information, in whole or in part, is prohibited.**

#### **8. Privacy: how will the Alliance use my registration information?**

To use the MyChart Portal, you will need to register as explained in paragraph 13. To register for the MyChart Portal, you will need to submit certain registration information, including personal information, such as your date of birth, and personal health information, such as your Provincial Health Insurance Plan number, at each Applicable Member. As an Account allows you access to Information in each Applicable Member’s records for you, the registration information you submit will be made available to all Applicable Members. By submitting this information, you acknowledge and agree that you are providing the registration information to all Applicable Members.

#### **9. Do I have any legal responsibility to the Alliance as a Portal user?**

Yes. As mentioned, use of the MyChart Portal is entirely voluntary and provided only as a convenience to you. In legal terms, by using the MyChart Portal you are agreeing to “defend, indemnify and hold harmless” each Member, including each Member’s directors, officers, employees, physicians and other health professionals, agents, and licensors (including the supplier of the Software), “from and against any and all claims, demands, liabilities, costs or expenses”, including legal fees and expenses arising from or otherwise connected with (i) your breach of any terms and conditions of this Agreement or (ii) your access to, use of, misuse of, or inability to use the MyChart Portal or the Information. In plain language, this means you agree to compensate the Alliance or particular Members for any damages, including money damages that it is required to pay as a result of a lawsuit or other form of claim relating to your use or misuse of the Portal. If you have questions about this obligation, please contact the Applicable Member’s Patient Advocacy Office (or equivalent).

#### **10. Are there limits on the Alliance’s legal responsibilities to me as a MyChart Portal user?**

Yes. In no event will any Member, including the Member's officers, directors, employees, physicians and other health care providers, agents, licensors (including the supplier of the Software) or their successors or anyone to whom their rights have been assigned, be liable to you for any damages of any kind, be they direct, special, indirect, punitive, incidental or consequential damages, including any loss or damages relating to **medical injury, personal injury, death, improper diagnosis, inaccurate information, improper treatment or any other loss, damages, or claims that are connected with your access to, use of, misuse of or inability to use the MyChart Portal or the Information**, regardless of the cause or cause of action. The limitations on the legal responsibility of Members to Portal Users set out in this paragraph 10 will apply even if Members knew of or could have anticipated that such damages were possible.

### **11. May I print a copy of my Information?**

You (or your Proxy) may download, store and/or print copies of your Information, but you are not allowed to alter the Information in any way, including to remove any Information or notices. If you believe this Information is incorrect, you may request that the Member correct it (see paragraph 18 and contact information in paragraph 19). Note that **you will be responsible for maintaining the confidentiality of and otherwise protecting Information that you have downloaded, stored or printed**. Just as where an Applicable Member provides you with a paper copy of your record, no Applicable Member will be responsible in any way for any loss, damage or inappropriate use of any copy of Information that you (or your Proxy) download, store or print.

### **12. Can I give others access to my Account?**

Yes, you can authorize a caregiver, family member and/or a friend to have access to your Account on your behalf, as your "Proxy" or representative. You may submit a Form or complete the authorization by accessing your MyChart Portal Account to authorize a person to be your Proxy and the person must independently agree to comply with this Agreement. Each Proxy will be given his or her own Portal User name and password to ensure your Proxy only has access to your Account and so that his or her access to your Account can be tracked. A Proxy is prohibited from using another person's user name and password to access the Portal or from using Information except as directed by the Portal User for whom the Proxy is acting. A Proxy will generally be someone who regularly assists you with your health care. You should select any Proxy with care because you will be responsible for any access to your Account and use of your Information by your Proxy, and your Proxy will have access to the same Information through the MyChart Portal as you have. You may withdraw your authorization for someone to act as your Proxy by contacting any Applicable Member by using the contact information found in paragraph 19. You may also withdraw your authorization for your Proxy via your MyChart Portal Account. Note that the Alliance cannot intervene in any dispute between a Portal User and his or her Proxy.

### **13. How do I begin if I choose to use the MyChart Portal?**

You must register for an Account to access the MyChart Portal. You may do this by a) Requesting an invitation to MyChart when confirming your demographics with registration staff prior to an in-person or by video/telephone visit for an appointment for care at an Applicable Member., or b) completing and submitting a MyChart Access Request Form (“**Form**”) to an Applicable Member in person, or by mail, fax or email. Contact information for the Applicable Members is in paragraph 19. When you register for a MyChart Portal account, you must provide personal information such as your full name, address, date of birth and telephone number, and personal health information, such as your Provincial Health Insurance Plan number. You agree to provide true, accurate, current and complete information about yourself. Applicable Members will validate the information that you have provided. You may be contacted if there are any questions about the information you have provided. If an Applicable Member has reasonable grounds to suspect that the information you have provided is untrue, inaccurate, not current or incomplete, you may be refused an Account and will not be able to use the Portal to access Information of any Applicable Member). The privacy provisions in this Agreement as well as the privacy policy of Applicable Member(s) apply to the personal information and/or personal health information that you provide as part of the registration process. If you have trouble finding the privacy policy of any Applicable Member, please contact its privacy office as set out in paragraph 19.

#### **14. How do I access the Portal?**

If your Form or request for invitation to MyChart is accepted, you will be provided with instructions to create a personal MyChart Portal account (“**Account**”) including creating a username and password (see paragraph 15 for your obligations in regard to your password) . Only you (and any “Proxy” you authorize as discussed below) will have access to your Account. **You are responsible for keeping your username and password secure and private and for all activities that occur under your user name and password.** You agree to notify any Applicable Member of any unauthorized use of your username and/or your password or any other breach of this Agreement or misuse of the MyChart Portal. **Note that Members will not be responsible in any way for any loss, misuse of or other form of harm or damage that you may suffer as a result of your failure to protect your username and/or password or any loss or inappropriate use of your username and/or password including by your Proxy.**

#### **15. Do I have other responsibilities as a Portal User?**

It is your responsibility to: (i) ensure you create a strong password (i.e. a password that is different than your MyChart Portal username and includes upper and lower case letters, and at least one number, and that is at least 8 to 20 characters long); (ii) protect the device(s) (computer, iPad, tablet, smart phone) you use to access the Portal with a strong password; (iii) ensure that your device(s) is/are up-to-date with virus protection and any other updates provided by your operating system and internet browser provider; (iv) avoid accessing the Portal from public or shared devices where you cannot verify the security of the device; and (v) change your password and contact any Applicable Member if you suspect or are aware that your Account has been compromised.

#### **16. What else do I need to know before deciding to register for the MyChart Portal?**

As mentioned above, the Alliance provides the MyChart Portal at its discretion and as a convenience to Portal Users. It may modify, suspend or terminate the MyChart Portal at any time, temporarily or permanently, and will have no responsibility of any kind to you or any other person for any modifications, suspensions or termination of the MyChart Portal or any part of the MyChart Portal. It may terminate your Account and access to the MyChart Portal (or that of your Proxy) at any time if you (or your Proxy) fail to comply with this Agreement or for any other reason in their discretion. Your Proxy's Account will be automatically terminated if your Account is terminated. If you need to access MyChart from outside Canada, please be advised that your Personal Health Information may be transferred over and maintained on computer servers outside of Canada where the privacy laws may not be as protective as those in Canada.

**17. What if I decide I no longer want to use the MyChart Portal?**

You may terminate your Account at any time by contacting any Applicable Member. Your username and password will be deactivated and all access and use of the MyChart Portal by you (and your Proxy) will be terminated.

**18. May I submit information through the MyChart Portal?**

The Portal allows you to **request** that information related to your health be added to your record at any or all Applicable Member(s) but the information will not necessarily be added. Your health care providers review and update your information in your electronic health record during and after each visit. You can ask your provider to add or update any missing or incorrect information at your next visit. Patients or their proxies can add and update certain information (allergies, medications etc.) through the MyChart Portal. Once this information is added, your provider will discuss it with you during your next visit before it is visible to you in your record. Each Applicable Member will decide, in its sole discretion, whether information you request to be added will be added to its record for you. Any information that you submit will be treated in accordance with the privacy policy of Applicable Member(s).

**19. Contact information.**

Please use the information below when contacting Applicable Members about the MyChart Portal. As mentioned above, questions or comments about an Applicable Member's privacy policy should be addressed to its privacy office as set out below.

<p>The Ottawa Hospital, and  The Ottawa Hospital Academic Family Health Team</p>	<p>For questions about privacy, please contact:  Information and Privacy Office Box 656, 1053 Carling Avenue, Ottawa, ON K1Y 4E9 613-739-6668 <a href="mailto:infoprivacyoffice@toh.ca">infoprivacyoffice@toh.ca</a>  For questions about the MyChart portal, please contact:</p>
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	<p>MyChart Support Team  613-798-5555 extension 77219  <a href="mailto:infoprivacyoffice@toh.ca">infoprivacyoffice@toh.ca</a></p>
The University of Ottawa Heart Institute	<p>Privacy Officer  40 Ruskin Street, Ottawa, ON K1Y 4W7  613-696-7000 extension 13575  <a href="mailto:jlajeunesse@ottawaheart.ca">jlajeunesse@ottawaheart.ca</a></p>
Hawkesbury & District General Hospital	<p>VP Ambulatory Care, Quality and Performance, Chief Privacy Officer  1111 Ghislain Street, Hawkesbury, ON K6A 3G5  613-632-1111 extension 21501  <a href="mailto:CPO@hgh.ca">CPO@hgh.ca</a></p>
St. Francis Memorial Hospital	<p>Chief Privacy Officer  7 St. Francis Memorial Drive, PO Box 129, Barry's Bay, ON K0J 1B0  613-756-3044 extension 242  <a href="mailto:stewartk@sfmhosp.com">stewartk@sfmhosp.com</a></p>
Renfrew Victoria Hospital	<p>Chief Privacy Officer  499 Raglan Street, North, Renfrew, ON K7V 1P6  613-432-4851 extension 215  <a href="mailto:ziemank@renfrewhosp.com">ziemank@renfrewhosp.com</a></p>
Group Health Center	<p>Chief Privacy Officer  240 McNabb St, Sault Ste. Marie, ON P6B 1Y5  705-541-2289  <a href="mailto:privacyoffice@ghc.on.ca">privacyoffice@ghc.on.ca</a></p>
Deep River & District Hospital	<p>Chief Privacy Officer  117 Banting Dr, Deep River, ON K0J 1P0  613-584-3333 ext. 7150  <a href="mailto:privacyofficer@drdh.org">privacyofficer@drdh.org</a></p>
Kemptville District Hospital	<p>Chief Privacy Officer  2675 Concession Rd, Kemptville, ON K0G 1J0  613-258-6133 ext. 205  <a href="mailto:mdedekker@kdh.on.ca">mdedekker@kdh.on.ca</a></p>
Winchester District Memorial Hospital	<p>Chief Privacy Officer  566 Louise St, Winchester, ON K0C 2K0  613-774-2420 ext. 6751  <a href="mailto:mychart@wdmh.on.ca">mychart@wdmh.on.ca</a></p>

**20. General terms.**

- a. You agree that all matters relating to this Agreement, the MyChart Portal and the Information will be governed by the laws of the Province of Ontario and the laws of Canada applicable in Ontario without regard to conflict of laws principles which may provide for the application of the laws of another jurisdiction. Whether a Portal User or Proxy, you agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to this Agreement, the MyChart Portal and the Information.
- b. No forgiveness of a breach of this Agreement by you will be effective or binding unless made in writing and signed by the Applicable Member(s). Any forgiveness of a breach by you of this Agreement will not prevent any Member(s) from enforcing any term of the Agreement in the case of a subsequent breach and will not be understood or effective as forgiveness of any subsequent breach.
- c. This Agreement constitutes the entire agreement between you, and the Members relating to your access and use of the MyChart Portal, and that of any Proxy you appoint.
- d. If any provision of this Agreement is held to be invalid or unenforceable under applicable laws, the remainder of this Agreement will not be affected, and each provision of this Agreement will be separately valid and enforceable to the fullest extent permitted by law.

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