

# MyHealthPEI Provider Portal Terms of Use

These terms (the “**Terms**”) govern your use of and access to the services and information available through the MyHealthPEI Provider Portal (“**MyHealthPEI**”), owned and operated by His Majesty the King in Right of Prince Edward Island, as represented by Health PEI, Information Technology Shared Services, and the PEI Department of Health and Wellness (DHW), and each entity’s respective agents, suppliers, service providers, and other representatives (collectively, “**us**”, “**our**”, or “**we**”).

We may modify these Terms at any time without notice.

## 1. Authority and Custodianship

**Agent of Custodian in respect of Personal Health Information (“PHI”) –** You are an agent of a custodian (as those terms defined under the Health Information Act (PEI) (the “**HIA**”)) and are responsible for protecting the confidentiality and security of PHI. You must only access, use, or disclose PHI as needed to perform your duties and always follow the custodian’s policies. You must immediately report any suspected or actual breach of privacy, security incident, or unauthorized access to the appropriate authority or custodian. You must complete required training and help ensure that PHI is handled, stored, and disposed of safely and appropriately.

**Acknowledgement of Access Authorization –** By using MyHealthPEI, you acknowledge that:

- Your access to MyHealthPEI is provided through, and on behalf of, a participating custodian who has entered into an agreement with Health PEI regarding the use of MyHealthPEI (the “**Participant**”); and
- You remain subject to any additional responsibilities, policies, and procedures that the Participant imposes in connection with your role.

## 2. Eligibility Criteria

**Ongoing Eligibility Requirements –** Your eligibility to use, receive services from, or otherwise participate in MyHealthPEI under this Agreement is subject to your initial and continuous compliance with the eligibility criteria set out below. Failure to meet these criteria at any time renders you immediately ineligible to participate in MyHealthPEI and may constitute grounds for suspension or termination as set out in these Terms.

**Eligibility Criteria –**To maintain eligibility, you must satisfy each of the following at all times during the Term of this Agreement:

- hold an active license, registration, or equivalent certification issued under applicable legislation governing regulated health professions in any Canadian province or territory that permits you to practice in PEI;
- be engaged in the provision of health care in PEI, either as an individual or a professional corporation, alone or at a Health Care Facility (as defined in the HIA);
- be an agent of a Participant; and
- comply with applicable laws.

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### 3. Permitted Uses

You may use MyHealthPEI solely for any of the following purposes:

- to collect, use, and disclose PHI only for the purposes of facilitating or providing health care, or as otherwise authorized under the HIA, and only to the extent reasonably necessary to achieve those purposes.
- in connection with the services you provide to patients; or
- for any other purpose identified by Health PEI from time to time.

### 4. Prohibited Activities

You shall not do any of the following:

- share access credentials with or otherwise permit anyone to have access to or to use MyHealthPEI;
- damage, disable, or interfere with the security of MyHealthPEI (including uploading, posting or otherwise transmitting any computer viruses, trojan horses, worms or other files or computer programs which are potentially harmful or disruptive);
- use any automatic program or devices to extract information from MyHealthPEI in whole or in part;
- use or access MyHealthPEI in any manner that is threatening, abusive, defamatory, pornographic, offensive, or otherwise objectionable; or
- use MyHealthPEI for unauthorized or unlawful purposes.

### 5. Your Obligations and Acknowledgements

You shall do each of the following:

- become familiar with MyHealthPEI functionality and compliance requirements;
- use MyHealthPEI solely in compliance with the HIA and all other applicable laws and professional standards, including obligations related to the handling of personal information or PHI;
- comply with any requirements of your professional body;
- not use information stored in MyHealthPEI as a medical record; and
- comply with all Health PEI policies and directions in relation to matters including, without limitation, access to and use of MyHealthPEI.

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You acknowledge the following:

- MyHealthPEI (and any information provided through MyHealthPEI) is not intended to be used as a medical device or replace or serve as a substitute for the standard practices, professional judgment, skill, and expertise of health care providers.
- The accuracy and completeness of the data and information that Citizen Users upload to MyHealthPEI is solely within Citizen Users' control and should be viewed as informational only.
- Health PEI and its suppliers do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned in MyHealthPEI.
- Search results might include records of individuals who are not your patients, comprising demographic information.

### **6. Access Restrictions and Obligations**

You shall:

- conduct due diligence before accessing any information on MyHealthPEI;
- access only those records for patients to whom you provide care;
- not access, view, or otherwise use information about individuals who are not your patients, even if such records are visible and accessible via MyHealthPEI; and
- log the purpose for accessing a patient's record, including documenting instances where access to a patient's information is made in error.

### **7. Privacy and Data Protection**

You shall take reasonable precautions to protect PHI against theft, loss, unauthorized collection, use, disclosure, copying, modification, or destruction, including, without limitation, by securing all devices used to access MyHealthPEI with strong passwords and multi-factor authentication, and by promptly reporting any data breaches to Health PEI.

You shall adhere to all privacy and security requirements outlined in the HIA and any specific privacy and security requirements as may be defined by Health PEI from time to time.

### **8. Confidentiality and Intellectual Property**

You shall maintain the confidentiality of information in the MyHealthPEI Provider Portal and use it only for purposes authorized under this Agreement. You shall not disclose confidential information to any third party without Health PEI's prior written consent, except as required by law.

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### 9. Compliance and Audit

Health PEI may conduct investigations and audits of your activity on MyHealthPEI to ensure compliance with this Agreement. You shall cooperate and provide access to relevant records and security measures. Monitoring will occur routinely and without notice but for any on-site auditing, Health PEI will provide at least ten (10) business days' prior written notice. All such audits will occur during normal business hours and without unreasonable interference.

You acknowledge that MyHealthPEI has a "record history" functionality that allows users to view when and by whom their profile and records were accessed, enabling users to self-monitor access to their PHI.

### 10. Indemnifications and Limitation of Liability

**Limitation of Liability** – Health PEI and its suppliers will not be liable to you for any injuries (including wrongful death), direct, indirect, incidental, consequential, exemplary, punitive, or other damages whatsoever (including, without limitation, damages of any form resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to MyHealthPEI, for any of the following:

- Your collection, use, processing, and disclosure of personal information, including PHI, through MyHealthPEI, or
- Your use, inability to use, or reliance on MyHealthPEI, or the use of any other site or content accessible from MyHealthPEI, including third party websites.

**Indemnity** – You agree to indemnify and hold harmless Health PEI, its affiliates, agents, representatives, suppliers, and employees from and against all claims, demands, actions, suits, or proceedings, losses, costs, expenses, damages, liabilities, and settlement amounts which Health PEI may incur due to your breach of this Agreement, improper use of MyHealthPEI, or failure to comply with applicable laws and regulations. This indemnification obligation does not apply to the extent any such claims are caused by Health PEI.

### 11. Application of Limitations

The disclaimers and limitations in these Terms apply regardless of the nature or form of the claim, including, without limitation, claims arising from breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, and regardless of whether the parties were advised of the possibility of such loss, damage, claim, liability, or delay.

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### 12. Disclaimers

**Disclaimer of Warranties** – MyHealthPEI is provided under this Agreement “as is” and “as available” without any warranty, condition, guarantee or representation of any kind whatsoever, express or implied, statutory or otherwise including without limitation the implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law, or from a course of dealing or usage of trade, and any warranty that MyHealthPEI will be available, error-free or non-infringing. Health PEI does not promise any particular result from the installation, implementation, or use of MyHealthPEI.

**Regulatory Compliance Disclaimer** – Health PEI makes no representation or warranty that use of MyHealthPEI, as permitted by this Agreement, is consistent with your legal, regulatory or professional obligations.

### 13. Term, Termination, and Suspension

**Term** – This Agreement takes effect on the Effective Date and continues until terminated as provided herein (the “**Term**”).

**Suspension of Access** – Health PEI may, by delivering to you in written notice, suspend your access to the MyHealthPEI Provider Portal in the following cases:

1. If you breach this Agreement or applicable laws, including failure to meet eligibility criteria. The suspension will remain in effect until either:
  - a. you resolve the issue to Health PEI’s satisfaction; or
  - b. the Agreement is terminated for breach or another permitted reason.
2. If you have not used MyHealthPEI for six (6) months. The suspension will remain in effect until you do each of the following:
  - a. request to reactivate your access;
  - b. complete any required training; and
  - c. meet any additional criteria set by Health PEI; or
3. If Health PEI, acting reasonably, determines such action is necessary. If Health PEI, acting reasonably, determines such action is necessary.

### 14. Governing Law

These Terms will be governed by and interpreted in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada, as applicable. By accessing the MyHealthPEI Provider Portal, you submit to the non-exclusive jurisdiction of the courts of PEI.

You have acknowledged that you have read and understood these Terms, and you agree to be bound by these Terms, the Health PEI Privacy Policy, and all copyright and disclaimer notices found within MyHealthPEI.