



Monterey County Behavioral Health

myHealthPointe Member Portal

Terms and Conditions of Use



Purpose:

Protecting member privacy and health information is a priority for Monterey County Behavioral Health (MCBH). Our experience in dealing with sensitive health information has allowed us to develop a comprehensive privacy and security standard. We are committed to keeping your health information secure to the best of our abilities.

By agreeing to the following Terms and Conditions of Use, you acknowledge that you are requesting that MCBH release your health information to you electronically, including certain labs and other test results, using this website and the myHealthPointe Member Portal (myHP) service. You also acknowledge that we are granting you access to your health information and enabling communication from your health care team concerning your health information through myHP Member Portal.

Your Health Record:

Before registering for the myHP Member Portal service, you should understand that the health information included in myHP Member Portal may include health information you consider very sensitive including, but not limited to, information about sexually transmitted and other communicable diseases, drug and alcohol abuse, HIV/AIDS, and mental health services.

As we provide your health care, we are required to maintain documentation of your medical history, current conditions, treatment plan, and all treatments given, including but not limited to the results of all tests, procedures and therapies. This health information is subject to California and federal statutes governing the security and confidentiality of health records.

Please keep in mind that the health information presented through myHP Member Portal does not include all of the health information available in your permanent medical record. The posting of your health information is limited by the myHP Member Portal service and, further, at the discretion of your provider(s). Additionally, be advised that the information you communicate through the myHP Member Portal service may not be incorporated into your permanent medical record.

You may also authorize other individuals to view your health information displayed on myHP website. If, however, you are authorized to access another user's health information, you agree to protect the confidentiality of this information. You agree to comply with state and federal privacy laws that may prohibit the re-disclosure of health information without the express written authorization of the person who is the subject of the health information. This also includes, but is not limited to, federal law prohibiting the

re-disclosure of health information regarding alcohol and drug abuse referral and treatment.

If you use the myHP service, you may receive messages, test results and other communications delivered through the myHP. You agree that you are fully responsible for the protection of all confidential, sensitive information obtained through this portal and you must take adequate measures to safeguard them from unauthorized individuals or sources. Accordingly, you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party. Please note that your provider(s) will not send duplicate written reports of this information, unless you specifically request a written report.

You should also understand that your messages sent through the myHP Member Portal may not be delivered directly to an individual provider (e.g., your psychiatrist) and may be routed to appropriate members of your provider's staff for processing and response. Additionally, you should not communicate via myHP Member Portal if you wish to communicate sensitive information directly with your provider.

The information provided on the myHP Member Portal is not a substitute for the advice of a psychiatrist or other qualified health care professional. Always seek the advice of a psychiatrist or other qualified health care professional with any questions regarding behavioral health symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on websites. If you think you or someone you are taking care of has a medical or psychiatric emergency, call 911 or go to the nearest hospital.

Your Responsibilities:

By using the myHP Member Portal, you agree and are obligated to follow the Terms of Conditions of Use. You understand that these Terms and Conditions of Use may be modified from time to time. You agree that it is your responsibility to review the Terms and Conditions of Use periodically. You also agree that your use (and continued use) of myHP Member Portal is an agreement to comply with the Terms and Conditions of Use in place at the time of your use of the myHP Member Portal service.

You agree that you are solely responsible for your use of myHP Member Portal and you agree that you will not utilize the myHP to communicate offensive, hateful, defamatory, harassing, or discriminatory speech. You accept not to share your myHP access, i.e., your log in information, with others. For security and privacy reasons, special care should be taken with any information that you download, export, transmit, email or print out of the myHP Member Portal.

Discontinuing Use of myHP Member Portal:

You acknowledge that myHP is a service offering given to you to promote an easy way to access your health information. You agree that MCBH is not obligated to offer the myHP service to you and that MCBH may terminate your ability to access and/or use myHP Member Portal for any reason, including violation of these Terms and Conditions

of Use. You can discontinue your use of myHP at any time or request your account to be deactivated at one of the MCBH directly operated clinics.

Site Access:

You are granted limited, revocable user access to make personal use only of the myHP Member Portal service via this website and the associated services in accordance with these Terms and Conditions of Use. Your user access expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the website and the associated services, making any derivative of the website or the associated services, the collection and use of user email addresses or other user information, including, without limitation, health information or any data extraction or data mining whatsoever. Through your user access, you may be able to upload attachments to or download limited health information from myHP Member Portal. You may also transmit limited health information to select third parties who are existing users/subscribers of an accredited Health Internet Service Provider (HISP) application that allows them to accept secure, Member-transmitted health information.

Security:

The myHP Member Portal and Applications have security measures in place that are intended to help protect against the loss, misuse, unauthorized access or alteration of information under our control.

These measures include encryption of data using the Secure Socket Layer (SSL) system and using a secured messaging service when MCBH sends your personal information electronically to the websites or the Applications. Despite these measures, the confidentiality of any communication or material transmitted to or from us by Internet, text message or email cannot be guaranteed. No system can guard perfectly against the variety of risks, intentional intrusion or inadvertent disclosure of information. Information will be transmitted over a medium that is beyond our control.

YOU, UPON READING THE TERMS AND CONDITIONS OF USE EXPRESSLY ASSUME THE SOLE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THIS SERVICE.

Once MCBH receives your health information, it will be treated as confidential and given the same protection that we give to all other medical records.

For your security and privacy, it is highly important that you keep your myHP user ID and password in a secure location and completely confidential. You are responsible to prevent disclosure of your One Time Code (OTC), user ID, and password and to change your password and password hint if you feel that your security has been compromised. MCBH will not be liable for any damages that results from negligence or your failure to keep your One Time Code (OTC), user ID and password secure.

You can change your password and password hint online at any time. It is your sole responsibility to:

1. Control the disclosure and use of your OTC, and password;
2. Authorize, monitor, and control access to and use of your myHP Member Portal account and password; and
3. Change promptly your password if you feel it has become compromised; and
4. Inform promptly MCBH of any need to deactivate an account entirely.

If you need assistance, you may request one in person at a MCBH directly operated clinic. Excessive failed log on attempts may result in a permanent lockout that will require you to request a password reset in person at a MCBH directly operated clinic.

Data Caching:

In order to use your myHP account efficiently, certain data may be temporarily or permanently cached by the Application or Browser. All the information on myHP Member Portal is accessible and viewable by anyone with access to the user's User ID and Password. To prevent any potential information compromise, you must not save your credential nor store them in areas that are accessible by others. You must not save your password on any computer/mobile device to protect yourself from potential unauthorized access to your health information on the myHP. You must also log off from the myHP when not used and ensure the device you use to connect to the portal is minimally secured with a complex password.

Collecting and Using Personal and Health Information:

MCBH may collect the following information from you:

- Contact information such as name, email address, mailing address, and phone number
- Age or date of birth
- Unique identifiers such as user name, account number, and password
- Health information
- Medical record number or health record number

We may use the personal and health information listed above to:

- Communicate your health information, or the health information of someone you are caring for, to health care providers treating you or the other person
- Communicate to you the health information of others you are authorized to act on behalf of on the myHP Member Portal
- Send you service information
- Respond to certain Member requests
- Administer your account
- Send you newsletters, appointment reminders via text messages or email communications
- Respond to certain questions and concerns

- Conduct internal quality improvement analysis

Electronic Communications by Email:

MCBH may communicate with you through email. By accepting these Terms and Conditions of Use, you agree to receive essential communications by email. These communications may include but are not limited to:

- Notification that an important message awaits you on the myHP Member Portal, such as an appointment reminder.
- General health communications from MCBH or its service providers.

This information will only be communicated electronically if it can be adequately secured by methods such as encryption to prevent accidental or intentional compromises.

MCBH uses a third-party vendor to help us securely manage some of our email and text message reminders with you. While we do supply these vendors with email addresses or mobile telephone numbers of those we wish them to contact, your email address or mobile telephone number is never used for any purpose other than to communicate with you on our behalf. When you click on a link in an email, you may temporarily be redirected through one of the vendor's servers (although this process will be invisible to you) which will register that you've clicked on that link and have visited our myHP Member Portal. MCBH never shares any information, other than your email address or telephone number, with our third-party vendors, which may only share this information with its authorized subcontractors.

Web Logs:

MCBH maintain standard Web logs that record data about all members and visitors who use the myHP. These logs may contain the Internet domain from which you access the site (such as aol.com, abc.org, etc.); the IP address which is automatically assigned to your computer when you get on the Internet (a static IP address may be identifiable as being connected to you, while a dynamic address is usually not identifiable); the type of browser and operating system you use; the date and time you visited; the pages you viewed; and the address of the website you linked from, if any. If you sign on to the myHP Member Portal, our Web logs will also contain an individual identifier and show the services you have accessed.

MCBH stores web logs securely. They may only be accessed by MCBH authorized employees or designees on a need-to-know basis for a specific purpose. MCBH uses Web log information to help us to troubleshoot and resolve user, hardware, and software issues, and to make the myHP more helpful to members and visitors.

Cookies:

When accessing certain applications and websites, a series of temporary files known as temp files are created and stored in the computer's internal storage which is designed to hold information temporarily while a file is being created, accessed or viewed.

Temporary files are used to help recover lost data if the program or computer is abnormally halted.

Meanwhile, the computer stores some information in log files known as cookies that are used to accelerate access to information and data. Some applications such as myHealthPointe require cookies to operate efficiently.

After a program has been appropriately closed and exited, some of the temporary files or cookies are automatically deleted by the system. However, the ones remaining may contain information that could reveal materials that were accessed or viewed.

Best practice suggest that temporary files and cookies be deleted after the program has been closed or exited to prevent access to such data by others with access to the computer. Best practice also suggest that users be cautious when using public computers or public Wi-Fi, and avoid using them when accessing sensitive information.

You may have software on your computer that will allow you to decline or deactivate cookies, but if you do so, some features of the myHP Member Portal may not work properly for you. For instructions on how to remove cookies from your hard drive, go to your browser's website for detailed instructions. In addition, further information regarding cookies may be available on other websites or from your Internet service provider. Safari, Chrome, Firefox, Internet Explorer and iOS browsers are commonly used browsers.

Data Export:

Use extreme caution when exporting, transmitting, emailing, downloading, and printing information from the myHP Member Portal. MCBH cannot secure nor protect the communications or data transported or exported outside this system. MCBH cannot be held responsible if the information is intercepted or accessed by someone other than the one that it is intended for.

Data Retention:

MCBH will retain your health record information to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Access, Correction, and Data Integrity:

Although MCBH attempts to maintain the integrity and accuracy of the information on the myHP Member Portal, we make no guarantees as to its correctness, completeness, or accuracy. The Portal may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the information by third parties without our knowledge. If you believe that information found on the myHP Member Portal is inaccurate or unauthorized, please inform MCBH as soon as possible at any of the MCBH directly operated clinics.

Revisions, Changes, and Updates:

The information on the myHP Member Portal and the Terms and Conditions of Use may be revised or changed as needed without notice to you. MCBH enhancements and/or changes to our services and/or additional features may be implemented without notice. The member should frequently review these Terms and Conditions of Use to see if any changes affect you. Your continued use of the myHP Member Portal signifies your continued agreement to these Terms and Conditions of Use even when revised.

Links to Third Party Sites:

The myHP may contain links to websites operated by other parties. These Terms and Conditions of Use and the MCBH MyHealthPointe Privacy and Security Notice apply solely to the use of myHP and does not extend to any affiliated Sites or links to other third party sites. Carefully read the Terms and Conditions of Use applicable to those sites before providing them with any information.

MCBH does not control such websites nor are they responsible for the content and performance of these sites. The inclusion of links to other websites does not imply any endorsement of the material on the websites or any association with their operators. We do not operate, control, or endorse any information, products, or services provided by third parties through the Internet. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the Terms and Conditions of Use and the privacy statements of the other websites.

No Warranties:

This website and all of its content contained herein and therein are provided on an "As Is" and "As Available" basis. MCBH makes no representations or warranties of any kind, expressed or implied, as to the operation of the website. To the fullest extent permissible by applicable law, we disclaim all warranties, express, or implied.

No oral or written information or advice given by MCBH or its authorized representatives shall create a warranty of any kind. Any references to specific products or services on the myHP Member Portal do not constitute or imply a recommendation or endorsement by MCBH unless specifically stated otherwise.

Limitation of Liability:

Some of the material on the website is provided by third parties and MCBH is not responsible for any such third-party material. Any questions complaints or claims related to any product should be directed to the appropriate third party. MCBH disclaims any responsibility for or liability related to such third-party material, such as warranty of merchantability, fitness for a particular purpose, liability or responsibility for the accuracy, completeness, or usefulness of such information. MCBH reserves the right to make changes and improvements at any time and without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies. The health information contained herein should not be a substitute for the advice of a psychiatrist and/or other mental health care provider.

Disclosures:

MCBH may disclose personal information to persons performing audit, legal, operational, or other services for us. We will use information which does not identify the individual for these activities whenever reasonably possible. Information disclosed to vendors or contractors for operational purposes may not be re-disclosed to others by such vendor or contractor, except as permitted by MCBH and applicable law. MCBH may also disclose your personal information:

- As required by law, such as to comply with a subpoena, or similar legal process.
- As described in our Notices of Privacy Practices for protected health information.
- When we believe in good faith that disclosure is necessary to protect our rights, protect you or others from threats of imminent harm, investigate fraud or other activity in violation of the law, or respond to a government request.

Opt-Out:

The myHP Member Portal provides a set of alerts that you can activate and deactivate. If you wish to discontinue receiving alerts that you have activated, you have the ability to opt-out of these alerts by logging into the myHP and deactivating your alerts.

Limited English Proficiency:

At this time, the information available in the myHP Member Portal is only available in English format. However most of the content is available in Spanish.

Use by Children:

MCBH does not knowingly allow myHP Member Portal under the age of 12 to create accounts that allows access to the secured features of the Website. You must be at least 12 years old to establish a connection to myHP. If MCBH is made aware of a child under age 12 accessing and using the myHP Member Portal, user access will be deactivated immediately without notice.

Copyrights:

MCBH reserves any rights not expressly granted by these Terms and Conditions of Use or any applicable end-user license agreements. Content and features are subject to change or termination without notice in the editorial discretion of MCBH.

Breaches of these Terms and Conditions of Use:

By using the myHP Member Portal you agree that engaging in any of the following actions will be a material breach of these Terms and Conditions of Use:

- Impersonating or pretending to be another person (Note: this does not restrict authorized use of the "Act for a Family Member").
- Using the secure messaging for any purpose in violation of Federal, State or local laws, mandates, requirements and policies for handling and safeguarding protected health information (PHI) and personally identifiable information (PII).

- Transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others.
- Transmitting material that is unlawful, obscene, defamatory, and predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person or entity.
- Using the interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to others.
- Collecting information about others, including email addresses.
- Distributing intentionally malwares and viruses or other harmful computer code.

MCBH expressly reserves the right to immediately suspend or terminate without notice, a Member or visitor's access, in its sole discretion, to any or all areas of the myHP Member Portal due to any act that would constitute a violation of these Terms and Conditions of Use.

Questions and Contacts:

If you have any questions about the myHP Member Portal application, please visit <https://www.countyofmonterey.gov/government/departments-a-h/health/behavioral-health/behavioral-health/programs/myhealthpointe> to view Frequently Asked Questions and to access resources and training materials. If you have questions about the information in your personal health record, please contact your provider or Quality Improvement at 831-755-4545 or at 415-QA@countyofmonterey.gov.

myHP Member Portal is a registered trademark the Monterey County Behavioral Health Electronic Health Record solution AVATAR EHR System's Member Portal Add-on module.