



## Health Information Sharing Consent Form

### Terms and Conditions

MyOSCAR offers you the opportunity to communicate electronically with your health care team, as well as store personal health information online. Transmitting private health information poses risks of which you should be aware. You should not agree to use MyOSCAR to communicate with your health care team without understanding and accepting these risks. The terms and conditions for using MyOSCAR include, but are not limited to, the following:

1. MyOSCAR makes every reasonable attempt to protect your privacy and security. Messages sent through MyOSCAR are far more secure than regular email. Your health information, including the messages sent and received, is stored in an encrypted form in our data server, which is kept in a secure location. Off-site backup of the database is also stored in an encrypted format with the encrypted key stored in another secure location. Operators who handle these storage media have all signed non-disclosure agreements. However, we still cannot guarantee 100% the physical safety of these databases nor completely rule out the possibility of someone accessing your information illegally. The system does provide extensive audit ability so that any illegal access can be tracked to the source.
2. All entries and messages are indelible. No information is ever deleted from the system even though it may be edited; backup copies of the original messages or entries will be stored in encrypted form.
3. Messages become part of the medical legal record and can be used as evidence in court.
4. Your messages may be forwarded from one health care provider to another within your health care team, allowing for collaboration and to provide complete care. However, we will not forward your messages to independent third parties without your prior consent, except as authorized or required by law.
5. Although your health care provider will try to read and respond promptly to your message, we cannot guarantee that any particular message will be read and responded to within any particular period of time. Thus, you should not use MyOSCAR for medical emergencies or other time-sensitive matters.
6. MyOSCAR is not a replacement for regular clinical exams. If you have a health issue and your health care provider has recommended via MyOSCAR that you book an appointment with the

clinic, you are responsible for following up on his or her message and scheduling the appointment.

7. If your message requires or invites a response from the health care provider and you have not received a response within a reasonable time period, it is your responsibility to follow-up to determine whether s/he received the message and when s/he will respond.
8. If there is any type of information you do not want to be discussed via MyOSCAR (perhaps sensitive issues that you would prefer not to be seen even by authorized users), you are responsible for informing the physician of your preference. You can add to or modify the list of not-to-be-discussed items at any time by notifying your physician in writing (regular mail, at an appointment.)
9. The physician is not responsible for information loss due to technical failures (computer crashes, bugs, etc.)
10. You may be approached to participate in research studies using MyOSCAR based on your profile and health interests.
11. The "Account Audit" function in MyOSCAR will enable you to see a list of all activity in your account. This means you will be able to see a history of what you have done in MyOSCAR. If you give someone else permission to view or contribute information to your MyOSCAR account, the "Account Audit" function will also let you see a history of their activity in your account.
12. MyOSCAR will remove all personal identifying data before your information is used as part of ongoing efforts to improve the MyOSCAR PHR. Personal identifying data will also be removed if you give permission for any information from your MyOSCAR account to be collected as part of any research or quality improvement project.

I agree to the terms and conditions stated above.

\_\_\_\_\_  
Name of MyOSCAR Account User  
(Please use block letters)

\_\_\_\_\_  
Name of Parent/Guardian or Relative/Grantor  
(Please use block letters)

X \_\_\_\_\_

Signature

\_\_\_ / \_\_\_ / \_\_\_\_

Date: dd / mm / yyyy

- I am the Parent or Legal Guardian of the MyOSCAR Account User above, who is under the age of 15 years.
- I am the Relative/Grantor of the MyOSCAR account user above.