

Office of Virtual Health (OVH) Zoom for Healthcare

Doctors of BC Terms of Use

The use of OVH Zoom for Healthcare, hereinafter referred to as Zoom for Healthcare is subject to the following terms:

1. The Doctors of BC has a sublicense with PHSA for use of the Office of Virtual Health (“OVH”) Zoom for Healthcare, hereinafter referred to as Zoom for Healthcare. You are an End User under the Doctors of BC sublicense, and are thus subject to the following terms.
2. By accessing, using, or requesting a Zoom for Healthcare account, you agree to follow and be bound by the terms outlined in this document. If you do not accept all of the terms, your request for a Zoom for Healthcare account cannot be processed. If you have already activated your Zoom for Healthcare account, it will be terminated. Send a request to OVHZoomSupport@phsa.ca to facilitate the termination or notify Doctors of BC at dtinfo@doctorsofbc.ca.
3. You acknowledge that your account may be terminated if you are not able to comply with these Terms of Use.
4. OVH defines Virtual Health Visits as a technology-enabled remote interaction between providers, provider(s) and patient(s), and patients and families to address the patients’ health.

Account usage

1. You will provide accurate and complete information about yourself during account registration ("Your Information") and update Your Information as required.
2. You will use the Zoom for Healthcare account for conducting Virtual Health Visits and/or supporting Virtual Health Visits. Supporting Virtual Health Visit activities include Virtual Health Visit scheduling, Zoom training, workflow development and troubleshooting.
3. You will not use your Zoom for Healthcare account to host meetings for non-clinical business or personal purposes.
4. You will not use any Zoom account other than your Zoom for Healthcare account for conducting or supporting Virtual Health Visits.
5. You will not disclose your password to others or allow others to use your account.
6. You acknowledge that when you leave your organization, your account will be deleted or upon request transferred to another Zoom account.
7. You acknowledge that your account will be deactivated if it has not been accessed for a period of three (3) consecutive months. A request to reactivate your account can be submitted to OVHZoomSupport@phsa.ca or to Doctors of BC at dtinfo@doctorsofbc.ca.
8. You acknowledge that if you no longer need or want your Zoom for Healthcare account, including if you are no longer actively practicing in British Columbia, you will email OVHZoomSupport@phsa.ca or Doctors of BC at dtinfo@doctorsofbc.ca and request to deactivate, terminate or transfer your account.

Training

9. You will complete the self-study Zoom for Healthcare training prior to using Zoom for Healthcare. Currently, this training is comprised of reviewing:
 - [Doctors Technology Office \(DTO\) virtual care resource page](#)
 - [ZOOM Quick Start Guide for Physicians and MOAs](#)



10. You will periodically review the [DTO virtual care resource page](#) for new or updated training resources and requirements.
11. You will familiarize yourself with the policies, procedures and guidelines specific to the context of your clinical setting.

Devices

12. You will access Zoom for Healthcare through the desktop application (Zoom Client for Meetings), mobile app (Zoom Cloud Meetings) or web browser.
13. You will ensure that the use of a personal computer and/or mobile device to access Zoom for Healthcare is in compliance with your organization's policies, and that the Zoom for Healthcare application and antivirus software on your devices are up to date.
14. You shall not (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of Zoom for Healthcare; b) knowingly or negligently use Zoom for Healthcare in a way that abuses, interferes with, or disrupts Zoom's networks or PHSA's account; (c) engage in activity that is illegal, fraudulent, false, or misleading, (d) transmit through Zoom for Healthcare any material that may infringe the intellectual property rights or other rights of third parties; or (e) build or benchmark a competitive product or service, or copy any features, functions or graphics of Zoom for Healthcare.

Virtual Health Visits

15. You will obtain verbal or written consent from the patient before engaging in a Virtual Health Visit.
16. You will share the [Notification of Risks](#) with the patient.
17. You will make reasonable efforts to validate the patient's identity at the start of the Virtual Health Visit.
18. You will adhere to any professional standards, policies and guidelines that apply to Virtual Health Visits within the context of your clinical setting.

Security and Privacy

19. You will adhere to the best practices to optimize the security and privacy standards for Virtual Health Visits.
20. You will comply with all applicable computer information system usage, privacy, and other policies and applicable laws within the context of your clinical setting, including applicable laws governing the collection, use, disclosure, storage, and disposal of all Personal Information acquired in the course of using Zoom for Healthcare and shall make all reasonable security arrangements to protect such Personal Information from unauthorized access, collection, use, storage, disclosure or disposal.
21. You will make every effort to join Virtual Health Visits from a private location on a secure network to protect confidentiality and security.
22. You acknowledge that your use of Zoom for Healthcare will be monitored and documented in an audit log, which is reviewed regularly to ensure compliance with this Terms of Use.
23. You acknowledge that your usage of Zoom for Healthcare will be monitored, documented and potentially used for evaluation purposes.

Indemnification and Liability

24. You agree to defend, indemnify, and hold harmless Doctors of BC, including its employees, officers, directors, representatives, from and against any and all claims, damages, losses, liabilities, actions, causes of actions, costs, and expenses that the Doctors of BC may incur, at any time, arising directly or indirectly from your use of Zoom for Healthcare as an End User of the Doctors of BC sublicense, or such use of by any of your employees,



contactors, agents, or subcontractors, including damage to any and all persons or property, whether deliberate, accidental or through negligence, or arising from the breach of any of your obligations under this Terms of Use, provided that such indemnity shall not apply to the extent that such liability is determined to have resulted from the gross negligence, fraud, or wilful misconduct of the Doctors of BC. This indemnification will survive the termination of your use of Zoom for Healthcare as a Doctors of BC End User.

Contact us

If you have questions about Zoom for Healthcare's Terms of Use, contact us at dtinfo@doctorsofbc.ca.