

Government of New Brunswick
Zoom for Healthcare

Terms and Conditions of Service

The following terms and conditions apply to your use of *Zoom for Healthcare* provided by the Province of New Brunswick and managed by the Connected Care Team of the Department of Health.

Your access or use of *Zoom for Healthcare* indicates that you have read, understand and agree to be bound by these Terms and Conditions and any other applicable federal or provincial laws, statutes and/or regulations. These Terms and Conditions may change at any point in time, without notice, effective upon their release to you by email or posting on the Connected Care website. Your continued use will be considered as your acceptance of the revised Terms and Conditions.

a) Definitions

- a. **Administrative Assistant:** a person employed by a healthcare or social services provider or organization to assist with correspondence, keep records, make appointments, and carry out similar tasks.
- b. **Clients:** individuals who receive services provided by a healthcare or social services provider.
- c. **Connected Care:** collection of digital pathways which enable clinicians to expand beyond traditional face-to-face (in-person) healthcare models by enhancing flexibility and adaptability in their clinical practice using digital health solutions.
- d. **Connected Care Team:** one or more individuals appointed by the Department of Health to support users of the Connected Care platforms.
- e. **Delegated Authority:** The transference of authority from a health care or social services professional who has legal authority to perform a controlled action to an unauthorized person.
- f. **Department of Health:** The Department of Health is the public sector entity responsible to continuously improve the delivery of health-care services by planning, funding and monitoring the delivery of health-care services in New Brunswick.
- g. **Healthcare or Social Services Provider:** means a person who is registered or licensed to provide health care or social services under an Act of the Legislature or who is a member of a class of persons designated as a health care provider in the regulations.
- h. **Regulatory Body:** means a public organization that oversees a group of professionals who are subject to regulatory requirements. Its functions include imposing requirements, conditions or restrictions, setting the standard for activities, and enforcing in these areas or obtaining compliance.
- i. **User:** a person authorized to use the services offered under this agreement.
- j. **Virtual Care Administrator:** person(s) appointed by the New Brunswick Department of Health who manages the virtual care platform including the approval of access and management of permissions granted to Users.
- k. **Zoom for Healthcare:** a virtual care platform that enables providers to deliver health and social services, expertise and information, in both official languages, in real time over distance.

1. Term

The term of Zoom for Healthcare services is for the period from the time of first activation of the user's account to March 31, 2022

2. Service Description

Zoom for Healthcare, is a virtual care platform that enables providers to deliver health and social services, expertise and information, in both official languages, in real time over distance. The software and services are provided by Zoom Video Communications, Inc.

3. Account and Account Use

a) Account Types:

Zoom for Healthcare provides for two types of accounts: basic and licensed.

A **basic** account allows for:

- Unlimited time for one on one calls.
- Calls with 3 or more participants are limited to 40 minutes.
- No 1-800 telephone access for meeting participants.
- Can accommodate up to 100 meeting participants.
- Unlimited number of meetings.

A **licensed** account allows for:

- No time limit for 2 or more participants.
- Access to meeting participants by telephone (1-800).
- Can accommodate up to 500 meeting participants (if configured per user, default is 200).
- Unlimited number of meetings.
- Can delegate authority for someone else to schedule meetings on behalf of and/or schedules meetings on behalf of another User when assigned scheduling privileges.

Your account type will be assigned to you based upon your requirements and available licenses.

b) Account Email and Single Sign-On

Public Sector

As a public sector employee or associate of a public sector employer you agree to register for an account with your employer issued e-mail address. Further, you agree to access the service using Single Sign-On (SSO). Should you have a personal Zoom account using your employer issued e-mail, you agree to either relinquish that account or change the e-mail associated with that account.

Private Sector

Health and social service providers without an employer issued email address agree to register for an account with the email address used for or associated with your clinical or professional practice. Should you already have an account with Zoom with the chosen e-mail, you agree to relinquish that account or change the e-mail associated with that account.

c) Account Responsibilities

The User for whom the license for a Zoom account has been requested agrees to the following:

- a. You are solely responsible for the account, including maintenance, confidentiality security and any activities that occur under your account:
- b. To immediately notify the Connected Care Team of any unauthorized use of your account, any breach of security with respect to your account or password, and you agree to support efforts to stop or remedy any breach of security with respect to your account; and
- c. To provide complete, current and accurate account information (name and contact information), as periodically requested and you agree to promptly notify the Connected Care Team of any change to your account information.

d) Delegation of authority

As a health or social services provider, the User may choose to delegate authority for certain tasks to be performed, on your behalf, using your Zoom account. For example, you may assign scheduling tasks to an Administrative Assistant who will schedule meetings on your behalf.

To delegate authority for specific tasks then both the delegator and the delegate must be approved by the Virtual Care Administrator to be licensed account holders. The delegator must update permissions under their Zoom account setting to assign Delegated Authority to the delegate.

4. Permissible Use

The Department of Health's Zoom services are provided for the use of health, wellness, and social services providers and managers for the management and delivery of health, wellness and social services to Clients. You agree not to use the services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the service in any way that could damage the Province of New Brunswick.

You further agree not to use the services:

- a) To harass, abuse or threaten others or otherwise violate any person's legal rights;
- b) To violate any intellectual property rights of the Province of New Brunswick or Zoom Video Communications, Inc.
- c) To perpetrate any fraud;
- d) To engage in or create unlawful gaming, sweepstakes or other fraudulent business schemes;
- e) To disseminate any obscene or defamatory material;
- f) To distribute any material that incites violence, hate or discrimination towards any group;
- g) To unlawfully gather any information about others.

5. Protection of Your Privacy

Through registration for use of the service, you may provide certain personal information. You authorize the use of this information for the purpose of managing the service and for maintaining records related to the use of the service by you.

External parties, that host applications which you may choose to use with these services, may provide information to the Connected Care Team of your use of the third-party application.

Your usage of the services is logged and may be monitored to determine volumes and trends in the use of the services, or in the performance of an audit to ensure appropriate use or in the investigation of a complaint received for inappropriate use.

If you choose to terminate your account, your personal information obtained during account registration will be retained for a reasonable amount of time as determined by applicable federal and provincial laws. After this time, your information will be removed from the records.

6. Privacy and Security

You agree to follow privacy and security guidelines and best practices, as provided at <https://hpspub.gnb.ca/CC/VCC/Pages/privacy-practice-guidelines.aspx>, to ensure the confidentiality of personal health information and personal information.

You will continue to be responsible to understand and comply with requirements under the Personal Health Information Privacy and Access Act (PHIPAA), the Right to Information and Protection of Privacy Act (RTIPPA), as well as any applicable college, association or regulatory requirements specific to the your Regulatory Body and to meet the professional and ethical requirements that apply to in-person delivery of care.

You understand that Zoom has implemented numerous safeguards to prevent unauthorized disclosure or access to the services and/or features that you may use; however, should unauthorized access occur, you will be notified by the Connected Care Team.

7. Termination of Account

Your account may be suspended, restricted or terminated at any time, with notice provided to you, should you be in breach of any of the these Terms and Conditions of Service, or you have been the subject of a complaint which relates to your use or misuse of the service.

If you choose to terminate your account for any reason, you agree to notify the Connected Care Team of your termination.

8. Indemnification

You indemnify and hold harmless the Province of New Brunswick against any and all legal claims and demands which may arise from your use or misuse of the services, your breach of these Terms and Conditions or your conduct or actions.

9. Service Interruption

Your access to services may be interrupted, on a scheduled or unscheduled basis. While the Department of Health will make every effort to notify you of any scheduled downtime, you agree that your access to the services may be affected by unanticipated or unscheduled downtime and that the Department of Health will have no liability for any damage or loss as a result of downtime.

10. No Warranty

Your use of the services is at your sole and exclusive risk any services provided are on an “as is” basis. The Department of Health disclaims any and all express or implied warranties of any kind. The Department of Health makes no warranties that the services will be uninterrupted or error-free. Any damage that may occur to you, through your computer system, or as a result of loss of services is your sole responsibility and the Department of Health is not liable for any damage or loss.

11. ZOOM Terms and Conditions

You agree to comply with all Zoom Terms of Service, as represented in Schedule “A” and found on their website: <https://zoom.us/terms>.