

Agreement to Terms & Conditions

Agreement & Disclaimers

General Disclaimer

My HealthVet is an online personal health record (PHR). It enables Veterans to create and maintain a PHR that includes access to health education information, personal health journals, copies of key portions of VA patients' electronic health records and electronic services such as online VA prescription refill requests, Secure Messaging and more. Some Veterans may view portions of Department of Defense Military Service Information. The Department of Veterans Affairs (VA) provides this service to you, based on the following Terms and Conditions. You must agree to these Terms and Conditions to use My HealthVet. You are also agreeing to your responsibilities as stated in the [Privacy Policy Notice](#).

My HealthVet includes some information and services from resources outside VA. In the My HealthVet Medical Disclaimer and Agreement, the terms "We", "Us", or "Our" refers to My HealthVet. "You" or "User(s)" refers to users of this service. This information is delivered through a protected federal computer system and network. VA supports the storage and transmission of all information on My HealthVet.

Privacy Act Statement

VA and the My HealthVet Program Office know the value you place on the privacy and safeguarding of your data on the Internet. As a result, every effort is made to protect your information and your privacy. When you register for My HealthVet you are asked to provide certain information. This is for administrative purposes and is voluntary. However, if you do not provide the information requested, a My HealthVet account cannot be created for you as the information is used to give you access to the site. The requested information includes your:

- name
- date of birth
- Social Security Number
- gender
- email address
- user type (for example, VA Patient)
- zip code

The collection of this information is authorized by 38 U.S.C. Section 501. The information is also subject to the Privacy Act of 1974 (5 U.S.C. 552a, as amended). As such, VA employees may only use it in the performance of their duties. The information can only be disclosed outside of VA with the proper authority (5 U.S.C. § 552a(b)) which includes "routine use" disclosures as outlined in the Privacy Act Systems of Records

My HealthVet Terms and Conditions

Notices “My HealthVet Administrative System of Records” 130VA19 and “Patient Medical Records” 24VA19.

Sharing of Your Information and Data

My HealthVet uses a secure database (*eVault*) as its storage system. The *eVault* stores a user's self-entered health information, health measures, and may include copies of the information in the user's VA health record for authenticated VA patients. The *eVault* may also include data shared from Department of Defense or other non-VA sources. Users of My HealthVet are the owners of their information in *eVault*. Your self-entered data is not automatically shared with your healthcare team. If you wish to share it, you must print it out and bring a copy to your team. When the delegation option is available, you can choose to share your personal health information in your My HealthVet account with others.

The portions of your VA health record seen in My HealthVet are electronic copies of your official VA health record. Your VA health record, stored at your VA health facility, remains the official and authoritative VA health record.

Some information in your My HealthVet account will be reviewed by your health care team, such as Secure Messages and, when the option is available and if you choose to share, health assessments. Secure Messages accessed through your personal health record may be copied into your VA health record by a member of your health care team.

Some information is not shared with your VA facility, such as your address and telephone number. If you need to update this information you must contact your local VA facility. When the delegation option is available, you may choose to share information that you have entered in your journals or HealthLogs with others.

VA use and/or release of your information is limited. Access to your information may only be given to an agency or an individual as permitted by law. VA only provides the minimum amount of information requested.

VA may do statistical analysis of user characteristics to rate areas of interest. VA may utilize data for quality, research or other My HealthVet program needs in order to improve the system. VA may do statistical analysis of de-identified user data for population health monitoring.

You are provided with an Account Activity History. This history lets you view a history of activities taken on your account. If you suspect unauthorized access to your *eVault*, contact the My HealthVet Help Desk.

Electronic Transfer of Information from your Official VA Health Record to My HealthVet

My HealthVet Terms and Conditions

VA patients with an [upgraded My HealthVet account](#) have access to copies of parts of their VA health record. There may be times when information from the VA health record is not available through My HealthVet. When this occurs, you will get a message alert on the screen. You will be directed to contact your local VA health care facility for more information.

VA Blue Button: Download My Data

The **VA Blue Button** lets you print, download and save your personal health information to a file on your own computer. Once any of your information is downloaded to your computer, it is no longer protected by the VA security system. You are responsible for protecting the personal health information you print out or download. It is important to protect your information. Protect this information the same way you would protect your banking or credit card information. Do not leave your printed information in a printer. Do not save your downloaded information to a public computer.

Medical Disclaimer

VA may partner with outside parties to provide users with health information or information services. Information on My HealthVet is not a substitute for medical advice and should not be used in place of advice from your health care team. Your health care team can help you to make informed decisions.

You may copy or share any information available on the My HealthVet site. If you copy information from the My HealthVet site in order to share it, please include the byline, photo or image credits. Other websites may link to My HealthVet's official URL of <https://www.myhealth.va.gov>.

Prohibited Use

Causing any harm to the security or the information on My HealthVet is forbidden by law. It is against the law to threaten, attempt, or try to change this system. It is against the law to prevent access to this system. It is also against the law to access data that does not belong to you. These actions violate Federal laws and may result in criminal, civil, or administrative penalties. These Federal laws include 18 U.S.C. 1030 (Fraud and Related Activity in Connection with Computers) and 18 U.S.C. 2701 (Unlawful Access to Stored Communications).

Prescription Refill

My HealthVet Prescription Refill offers a VA patient the ability to view their personal VA prescription information and to request refills. This online feature is secure and private. To use this feature you must be enrolled in the VA health care system. Your prescription must have been written by a VA health care provider and it must have been filled at least once before at a VA pharmacy.

My HealthVet Terms and Conditions

Prescriptions are refilled and mailed from one of VA's **Consolidated Mail Outpatient Pharmacies (CMOP)**. Your refill request will be mailed to the address that is in your official VA record, which may not be the same as the address you have entered in your My HealthVet account. You must contact your VA health care facility in order to change the mailing address for your medications.

With prescription refills, there is no limit on the number of different prescription refills you can request at one time. However, a refill request for the same prescription cannot be submitted multiple times on the same day. If the VA pharmacy is unable to refill your prescription, you will receive a message telling you to contact the VA pharmacy that is filling your prescription.

There may be times that online prescription refill services are not available. This may be due to technical issues or system maintenance. If this happens, you should contact your VA pharmacy directly to arrange for prescription refills. You can also use your VA health care facility's telephone refill system.

Use of Email Addresses

VA reserves the right to contact you. My HealthVet may contact you using the email address you provided. Email messages could include:

- important system or account information
- major changes planned for My HealthVet
- a response to your inquiry to the My HealthVet Help Desk
- other system-related needs
- information from or about My HealthVet
- reminders for forgotten User IDs and Passwords.

Some Internet Service Providers or third party email providers may block messages coming to you from sources that are not on their pre-approved list. This is done as a security measure to control spam and potentially malicious email. In these cases, it is your responsibility to ensure <https://www.myhealth.va.gov> is on the pre-approved list. VA is not responsible for any consequences resulting from our emails being blocked by your Internet Service Provider. This includes spam-blocking software, or other similar products.

Surveys, Questionnaires and Polls

Various tools are used to get feedback and input from our users. These may include surveys, questionnaires and polls. If you respond to any of these tools in My HealthVet, your personal identification is not disclosed unless authorized by you. This information is used to measure performance, determine how the site is used, identify what users want, and for design purposes.

My HealthVet is an online personal health record. It is also a VA computer system. As such, it includes all related equipment, networks, and network devices, including Internet

My HealthVet Terms and Conditions

access. This system is for authorized use only. For that reason, VA computer systems are monitored. Use of monitoring tools can help the VA:

- manage the system
- protect against unauthorized access
- verify security procedures
- ensure survivability
- enable operational security

During monitoring, information may be examined, recorded, copied and used for authorized purposes.

Deleting Your Account

You may choose to delete your My HealthVet account at any time. You must notify the My HealthVet Help Desk if you wish to delete your account. You can do so by going to the “Contact MHV” link. You must confirm your decision to delete the account prior to it being deleted. Be aware that once deleted, your information stored in the eVault becomes immediately inaccessible and cannot be retrieved. VA is required to store any administrative information (such as name, address, birth date and social security number) for six years.

Deactivating Your Account

You may choose to deactivate your My HealthVet account at any time. You must notify the My HealthVet Help Desk if you wish to deactivate your account. You can do so by going to the “Contact MHV” link. You must confirm your decision to deactivate the account prior to it being deactivated. You will have two years from the last use of your account to be able to reactivate your account and be able to view your self-entered data again. You can do this by contacting the My HealthVet Help Desk.

Death of a My HealthVet User

In the event of a user’s death, the account will be closed out. To do this, the My HealthVet Help Desk must receive official notification of death. Upon receipt, the user’s account is deactivated. If the deceased user has an upgraded account, this upgraded status is removed. The account is then changed to a read only status, for a period of one year. During this time, the information can be downloaded using the **VA Blue Button** feature. However, no other activity such as **Secure Messaging**, ordering medications or data entry is possible. After one year, the eVault information, and any surrogate links to the account will be deleted. Administrative information is saved for six years.

Changes to this Policy

These Terms and Conditions may be revised. When VA makes a change that affects the collection and use of your personal information, these changes are reflected in the Terms

My HealthVet Terms and Conditions

and Conditions, and a notice is posted on the My HealthVet home page. In order to receive continued access to MyHealthVet, you must accept the new Terms and Conditions.

When you login, you will be prompted to read and accept the new Terms and Conditions in order to continue using your My HealthVet account. If you choose not to accept the Terms & Conditions, you will not be allowed to complete your login and will not be able to access your account until you choose to accept the Terms & Conditions.

Agreement

You accept and agree that VA is not responsible for the results of your decisions, which may be influenced by your use of My HealthVet. This includes, but is not limited to, you choosing or not choosing to:

- seek or not to seek medical care; or
- change or stop treatment (based on information provided).

You further agree and accept to allow the My HealthVet Program Office and/or the Department of Veterans Affairs (VA) to contact you. This may include requests to respond to surveys, questionnaires, research or polls. You may also be asked to take part in field-testing of new My HealthVet features. However, your response to these requests is voluntary. You are not required to respond to these requests in order for you to maintain an account in My HealthVet.

Effective Date of This Notice

Version 2.0 This notice will be in effect when the new Terms and Conditions are deployed in Summer 2012.