Terms of Use & Privacy Policy

Healdsburg Hospital is a secular affiliate of Providence.

Providence operates a system of hospitals, physician clinics, home care and other health care providers, a health plan, and associated services in the states of Alaska, California, Montana, New Mexico, Oregon, Texas and Washington. In order to better serve its patients and beneficiaries and to help educate individuals and the general public about health care and medical issues, Providence owns and operates the Providence Web site.

Providence provides online educational, payment and communications services and tools which are described below. (These are called “Services” below.) Providence has published these Terms of Use and Privacy Policy to inform Users of their rights and responsibilities in using the Providence Web site.

1. Providence Web site Terms of Use
2. Providence Web site Privacy Policy
3. Email Privacy Policy

Terms of Use

Please note that these Terms of Use and linked policies only apply to the Providence Web site. Providence provides links to third-party websites that are not operated by Providence. Providence users who link to a third-party Web site must recognize that our Terms of Use and other policies do not extend beyond the borders of the Providence Web site. Other standards and policies may apply outside our Web site. We encourage you to read the terms of use, privacy policies and other policies which apply to these third-party websites before using them.

Providence offers personalized, interactive tools to help you manage your health care through the myProvidence site. These features, including Providence Health Plans (“PHP”) Member Services and Providence Doctor’s Office Services, require separate enrollment and are subject to additional policies and terms. You may review these by visiting the myProvidence registration page.

Please read these Terms of Use carefully. If you have any questions about these Terms of Use, then please contact customer service. We encourage you to review these Terms of Use regularly as you use the Providence Web site.

1. Services Available Through the Providence Web site
A variety of information and communication services are made available through the Providence Web site, including:

- Educational information, including links to informative third-party websites.
• Information and news about Providence services, health care providers and facilities, and employment opportunities.
• Information about Providence events, activities and classes, including online registration.
• Online search and application for career and employment opportunities with Providence.
• Online registration for care at Providence hospitals.
• Information about Providence point of care options.

2. Personal Information Collection and Use
Providence understands that the privacy of your personal information is important. For information about cases in which personal information may be collected by Providence, and details about how that personal information is collected and used by Providence, please review our Privacy Policy.

Please note that personal information collected by PHP and Providence Doctor’s Office Services as part of myProvidence is subject to separate notices of privacy practices.

• You can find the PHP Notice of Privacy Practices here.
• You can find links to the Notice of Privacy Practices applicable to Providence Health & Services health care providers, including those participating in Providence Doctor’s Office Services.

3. User Responsibilities
The Providence Web site is intended to help you be a better-informed health care services user and get access to Providence information and services easily, but we need your help to make it work well. You acknowledge that you must be 13 years or older to provide personal information to Providence through the Providence Web site and to use certain tools on the Providence Web site (such as the Grace virtual assistant), and you represent that you are 13 years or older if you do so. We also need you to be responsible for doing your part to protect your personal information, and to understand that the educational information, tools and materials made available through the Providence Web site are not and do not include medical advice, and are not designed or intended to address your personal health condition or issues.

Users therefore must be responsible for the following:

3.1. Be an Informed User
Please read these Terms of Use carefully. We need your help in making the Providence Web site a safe and effective tool, and protecting it against misuse. Your violation of these Terms of Use is grounds for suspension or termination of your account.

3.2. Maintain and Protect Your Own Equipment
The Providence Web site is intended to be accessible and all content available through all standard commercial web browsers operating on standard personal computers, through standard commercially-available Internet access. The quality of content presentation and download speeds may vary depending on the software, equipment and Internet connections used.
You may be able to use devices other than a personal computer to access the Providence Web site, such as some personal digital assistants, cell phones or other devices. If you do choose to use another kind of device to access the Providence Web site, you must be responsible for protecting it in accordance with these Terms of Use. Any requirement for personal computer protection in these Terms of Use applies equally to any other device you may use to access the Providence Web site.

- Providence does not provide any software, equipment or Internet connections. You are solely responsible for providing all software, computer equipment and other hardware, and Internet connections necessary to access the Providence Web site.

- Some features on the Providence Web site, such as the Career Advancement Center and Health & Fitness class registration, allow you to create an online account. Your personal computer may store and automatically upload your user name and password for account access. You may also download information from the Providence Web site to your personal computer or other devices. If someone else uses your personal computer or other devices, they may be able to use these functions to gain access to your account or personal information. Providence cannot prevent or be responsible for protecting your personal computer or other devices against unauthorized use. You are solely responsible for protecting the personal computers or other devices you use against unauthorized use to access your account.

- If you use a personal computer or other device provided by or shared with your employer, parent, spouse, roommate or other person, that other party may have the legal right to view all information stored on it. Providence cannot prevent or be responsible for such activities. If you use a personal computer or other device that another person has the legal right to control, you access your Providence account at your own risk.

- Whenever you are done using the Providence Web site you should log off the Web site, and you should not leave your computer or other device unattended when it is logged on to the Providence Web site and someone else may be able to view the screen or use the computer or other device. If you leave a Providence Web site session logged-in when someone else can see your computer screen or use your personal computer or other device they may be able to gain access to your account or personal information. Providence cannot log you off your personal computer or protect your personal computer against unauthorized access. You are solely responsible for protecting the personal computers or other devices you use against unauthorized use to access your account.

- Computer viruses, worms, spyware and other malicious software on your computer can be used to gather passwords and personal information from that computer, often without the user’s knowledge. Providence cannot prevent or be responsible for detecting or removing malicious software on computers you use to access the Providence Web site. Affordable antivirus and antispyware software is readily available for personal computers. You should maintain and regularly use current antivirus and antispyware software on any personal computer you use to access the Providence Web site.

- Unauthorized individuals (“hackers”) and malicious software can sometimes gain access to computers through Internet connections, unless the computer has a working firewall. Unauthorized access of this kind may not be easily detected and may allow passwords
and personal information to be gathered without the computer user’s knowledge. Providence does not provide and cannot be responsible for implementing a firewall for your computer. Firewall software is standard on many personal computers and affordable firewall software for personal computers is readily available. You should maintain a working firewall on any computer you use to access the Providence Web site.

- Computer criminals may sometimes send e-mails that appear to come from legitimate organizations. These e-mails typically ask you to log on to a Web site using a link in the e-mail, and enter some personal information to “verify,” “correct” or “update” your account, or something similar. This practice is known as “phishing,” and is intended to get personal information from unwary users to use for identity theft and other fraud.

IN ORDER TO HELP AVOID THE THREAT OF PHISHING, PROVIDENCE WILL NEVER SEND YOU UNSOLICITED E-MAILS THAT INCLUDE A LINK TO A PROVIDENCE WEB SITE WHERE YOU WILL BE ASKED TO PROVIDE PERSONAL INFORMATION. IF YOU RECEIVE AN E-MAIL THAT CLAIMS TO BE FROM PROVIDENCE WHICH INCLUDES A LINK TO A WEB SITE WHICH APPEARS TO BE OPERATED BY PROVIDENCE, OR BY ANY PARTY ON BEHALF OF PROVIDENCE, AND WHICH ASKS YOU TO PROVIDE PERSONAL INFORMATION, PLEASE DO NOT PROVIDE THAT PERSONAL INFORMATION.

If you receive any suspicious e-mail which claims or appears to be from Providence, please notify us by calling the Providence Integrity Line at 1-888-294-8455.

3.3. Protect Your Password
Access to your account and to personal information about you is password-protected. If your password is easy to guess, or if you share your password or someone else sees or steals it, someone else may be able to get access to your account. Please use a strong password, and protect it from other people.

Providence relies upon your password in allowing access to your account and cannot prevent unauthorized access if your password is compromised. You are responsible for all activity taking place under your password unless we have been notified that it is compromised. Please notify us at once if you believe your password has been compromised, and we will help you change it. You can contact us about possible password compromise at the Providence Integrity Line, 1-888-294-8455.

3.4. Do Not Provide Third Party Services
You are not permitted to use the Providence Web site to provide or support informational, educational, messaging or other services to other parties. The information and services made available by and through the Providence Web site are for personal use only.

3.5. Do Not Distribute Copyrighted Materials for Commercial Use
Most of the information and materials made available by and through the Providence Web site is copyrighted and owned by Providence or other parties. You may use this information and materials for your own personal use, and may make limited use of it for nonprofit educational purposes to the extent permitted by applicable law. You may not sell or modify any information
or materials obtained from Providence or reproduce, display, distribute, or otherwise use it in any way for any public or commercial purpose. Use of information or materials obtained from Providence on any other Web site or in a networked environment is prohibited. You must retain all copyright and other proprietary notices contained in the original information or materials on any copy you make of such material.

3.6. Do Not Abuse Providence Services
The Providence Web site is provided for your convenience and educational use. In order to keep these services working efficiently and appropriately, you are not permitted to:

- Use any other person’s user name or password.
- Use the Providence Web site in any way that could damage, disable, overburden, or impair the Providence Web site or interfere with any other party's use of the Providence Web site.
- Attempt to gain unauthorized access to any information, documents, records, accounts, devices, systems or networks connected to Providence through hacking, password cracking, IP spoofing or any other means.
- Restrict or inhibit anyone else from using the Providence Web site.
- Harvest or otherwise collect information about other individuals, including e-mail addresses and personal information.
- Link to, frame or use any trademark, logo or other proprietary information on the Providence Web site without Providence’s express written permission.

4. Health and Medical Educational Information
The Providence Web site is used to publish information and tools about health issues and general medical care options to help educate users and increase public awareness. Some of these tools and information are provided by parties other than Providence, and Providence may provide links to third-party websites or incorporate such tools and information into the Providence Web site for this purpose.

4.1. Information and Tools Are Not Medical Advice or Personal Health Information
All tools, information and links to information Web sites provided by or through Providence are for educational purposes only or for the purpose of providing information about point of care options. You are responsible for your understanding and use of all information.

INFORMATION PROVIDED BY OR THROUGH PROVIDENCE IS NOT DIAGNOSTIC, MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL ADVICE. IF YOU ARE SEEKING INFORMATION BECAUSE YOU BELIEVE YOU OR ANOTHER PERSON HAS HAVE A SPECIFIC MEDICAL CONDITION PLEASE CONTACT YOUR HEALTH CARE PROVIDER. IF YOU HAVE REASON TO BELIEVE THERE IS A MEDICAL EMERGENCY PLEASE CALL “911” OR YOUR OTHER APPLICABLE EMERGENCY NUMBER AT ONCE. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR HEALTHCARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. YOU SHOULD NEVER DISREGARD THE ADVICE OF A HEALTHCARE
PROVIDER OR CANCEL AN APPOINTMENT WITH A HEALTHCARE PROVIDER
BECAUSE YOU ARE RELYING ON INFORMATION YOU HAVE READ ON THE
PROVIDENCE WEB SITE.

While Providence seeks to provide information which may be helpful in understanding your own
health care needs and issues, none of the educational information, classes, events, or activities
available through the Providence Web site was or will be developed for you personally. If you
want or need information related to your personal health condition, please contact your health
care provider.

4.2. Information and Links are Not Necessarily Endorsed
The fact that information is published or a is link provided by Providence does not mean that the
views and opinions expressed therein are necessarily shared by Providence. Providence is a
ministry of the Roman Catholic Church and does not recommend, endorse or promote any
medical procedures or interventions which are prohibited by the Ethical and Religious Directives
for Catholic Health Care Services.

4.3. Information and Tools Are Not Guaranteed
While Providence seeks to provide useful, high-quality information and tools through the
Providence Web site, Providence cannot guarantee that any information is accurate, complete,
current, error-free, or free of viruses, worms or other malicious software. Information and tools
are provided “as is,” without warranties of any kind, express or implied, including but not limited
to warranties of fitness and suitability for any particular purpose.

4.4. Linked Websites Are Not Endorsed
Providence seeks to link only to trustworthy, valuable Web sites, but provides Web site links for
your convenience only. A link to a Web site does not constitute an endorsement of the linked
site, its content, or any party affiliated with the linked Web site. Providence makes no warranties
or representations, express or implied, about the accuracy, completeness, currency, relevance,
appropriateness, or availability of any linked site, the information contained in them, or any
products or services they offer. Providence shall not be liable, directly or indirectly, for any
damages, losses or harm incurred in connection with the use of a linked Web site.

4.5. Jurisdictional Limitation of Use
The Providence Web site originates and is intended for use in the United States. Providence does
not claim that any tools, information or materials on this Web site are appropriate or may be used
outside of the United States. Access to tools, information or materials may not be legal by certain
persons or in certain countries. If you access the site from outside the United States, you do so at
your own risk and are responsible for compliance with the laws of your jurisdiction.

5. Changes to Terms of Use
Providence reserves the right to change these Terms of Use from time to time. We will make
reasonable attempts to notify you of changes we think may be important to you by e-mail.
All changes will be effective when published unless a different effective date is specified. Your continued use of the Providence Web site after we have posted a change to these Terms of Use will be considered your consent to the change.

6. Services Availability and Limitations
Providence will attempt to keep the Providence Web site available at all times, but availability may be interrupted from time to time for maintenance, repair, upgrade or other activities, due to technical problems, or due to natural disaster or other emergency. Providence is not responsible for and cannot control the availability of third party communications services necessary to connect to the Providence Web site.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed by a use of Providence may report an alleged infringement to Providence by following the relevant provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") rights, by sending Providence’ authorized agent a notification of alleged infringement that satisfies the requirements of the DMCA. Upon receipt of a satisfactory notice of alleged infringement Providence will promptly investigate the allegations, and respond appropriately, including removal of or blocking access to allegedly infringing content.

7.1. If you are affected by the removal or blocking of allegedly infringing content which you in good faith believe has been removed or blocked in error, you may send a counter notification to Providence. Upon Providence’s receipt of a counter-notification that satisfies the requirements of DMCA, Providence will provide a copy of the counter notification to the person who sent the original notification of alleged infringement and will follow the DMCA's procedures with respect to a received counter notification.

7.2. DMCA notifications of alleged infringement and counter-notifications may be sent to Providence Health & Services, Department of Legal Affairs, 1801 Lind Avenue SW, Suite 9016, Renton, WA 98057-9016

7.3. Providence will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

8. Limitation of Liability
TO THE GREATEST EXTENT PERMITTED BY LAW, PROVIDENCE’S LIABILITY TO ANY PERSON FOR ANY CLAIMS, LOSSES, DAMAGES, HARM OR COSTS ARISING FROM OR PERTAINING TO THE USE, OPERATION OR FUNCTIONING OF THE PROVIDENCE WEB SITE, WHETHER ARISING FROM OR PERTAINING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE PERSON’S DIRECT MONETARY DAMAGES AND SHALL NOT INCLUDE ANY INDIRECT, SPECIAL, INCIDENTAL, NON-ECONOMIC, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE, LOSS OF PRIVACY, REPUTATIONAL OR
PHYSICAL HARM), EVEN IF PROVIDENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Dispute Resolution
These Terms of Use shall be interpreted consistently with federal law applicable to the parties, including but not limited to HIPAA, provided that state law issues shall be exclusively interpreted according to the laws of the State of Oregon, without regard to choice of law principles. Jurisdiction and venue for any dispute arising from or pertaining to these Terms of Use shall be in the Circuit Court of the State of Oregon for Multnomah or the U.S. District Court for the District of Oregon.

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

10. Contact Information
Providence Health & Services
Office of Legal Affairs
1801 Lind Avenue SW
Renton, WA 98057-9016

Privacy Policy
Providence Health & Services (called “Providence” in this Privacy Policy) is committed to honoring the privacy of individuals who choose to use the Providence Web site. This Privacy Policy is intended to make you aware of the ways your personal information collected through the Providence site is used and to explain to you how we collect and use your personal information. We hope this policy will help you make informed decisions about sharing personal information with us.

1. Services Subject to Notice.
Providence provides a variety of information and communication services (“Services”). Some information and services are available to the general public.

Providence also offers personalized, interactive tools to help you manage your health care through the myProvidence site. For more information about myProvidence Services and registration please see the myProvidence User Agreement.

1.1. This Privacy Policy does apply to personal information received or created by Providence from the following Providence Services:

- Access to educational information, including links to informative Web sites.
• Access to information and news services about Providence services, health care providers and facilities, and employment opportunities.
• Access to information about Providence events, activities and classes, including online registration.
• Access to information about physician career opportunities.
• Information about Providence point of care options.

1.2. This Privacy Policy does not apply to personal information received or created by Providence from any of the following Providence and myProvidence Services:

• Online search and application for employment opportunities at Providence, other than physician career opportunities. These employment search activities are provided by a third-party Web site operator and subject to a separate privacy policy. If you wish to review the privacy policy which applies to online employment search and application, then please see this Web page.

• Online registration for care at Providence hospitals. Personal information received or created through this service is subject to the Notice of Privacy Practices applicable to the hospital where you are registering. If you wish to review the Notice of Privacy Practices that applies to a Providence hospital, then please see this Web page.

• PHP Member Services. If you wish to review the Notice of Privacy Practices which applies to PHP Member Services, then please see this Web page.

• Providence Doctor’s Office Services. Personal information received or created through this service is subject to the Notice of Privacy Practices applicable to the health care provider with whom you have enrolled for this service. If you wish to review the Notice of Privacy Practices applicable to Providence Health & Services health care providers, including those participating in Providence Doctor’s Office Services, then please see this Web page.

2. Use and Disclosure of Personal Information
Providence collects and uses personal information subject to this Privacy Policy as follows:

• Providence will not intentionally collect any personal information subject to this Privacy Policy about any person under the age of 13. You acknowledge that you must be 13 years or older to provide personal information to Providence through the Providence Web site, and you represent that you are 13 years or older if you do so.

• Providence will not disclose any personal information obtained through the Providence site for any third party marketing purposes.

• Providence will not collect or use personal information about your use of the Services to obtain educational information, news, information about Providence services, activities and classes, or career or employment opportunities, to make decisions about insurance underwriting or coverage, medical care or treatment, or administration of health care for individuals. Providence will not use such information to infer or make any determinations...
about an individual’s health condition or medical needs. Providence may use personal information collected during your registration for myProvidence, or provided by you in communicating with Providence about your myProvidence account, to administer your My Providence account.

- Providence may use personal information collected during registration for Providence services, activities or classes, to administer such services, activities or classes.

- Providence may make personal information available to third-party service providers for the purpose of providing interactive tools and services to you, such as artificial intelligence driven chat.

- Information provided by individuals participating in User Forums and Message Boards will not be collected or stored as part of insurance or medical records or used to make decisions about insurance underwriting or coverage, medical care or treatment, or administration of health care for any individual. Providence will not use this information to infer or make any determinations about an individual’s health condition or medical needs.

- Providence will disclose personal information when required to do so by law, for example, in response to a court order or a subpoena or other legal obligation, in response to a law enforcement agency's request, or in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with our rights or property.

3. Use of Cookies
A “cookie” is a small set of computer data that allows Web servers, like the Web servers used to host the Providence site, to maintain records of the activities of users visiting Web site and to help us serve you better by improving our Web site design. Cookies may be used to customize the delivery of content based on your usage patterns and interests.

The cookies used by Providence do not identify users by name or any other personal identifier. Providence uses cookies as follows:

- Unregistered users may have cookies placed on their computers for use in customizing the delivery of content based on usage patterns and interests.

- Registered users may have cookies placed on their computers to allow their experience of the Providence site to be customized and facilitated. For example, a class registration form may have the User’s name and address entered as a convenience to the User.

4. Third-Party Advertising Partners
In addition to using cookies and related technologies as described above, we use third-party service providers to serve interest-based advertisements for Providence products and services across the Internet. These service providers may collect non-identifiable information about your interactions with our Web site through the use of these technologies. In the course of serving these advertisements, these third party companies may place or recognize a unique cookie on your computer, and may record information to these cookies based upon your activities on any of
our sites and/or services and on third-party websites. Each of these companies uses this cookie information according to their own privacy and security policies. If you do not wish to have this information used for the purpose of serving you interest-based advertisements, then you may opt-out as indicated below. Please note that you will continue to receive generic advertisements. If you would like more information about this practice and to know your choices for not having this information used by third-party service providers for this purpose, please visit [http://www.networkadvertising.org/managing/opt_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

Some Internet browsers include the ability to transmit “Do Not Track” signals. As uniform standards have not been adopted, we do not currently respond to browser “do not track” signals. For more information regarding “Do Not Track”, please visit [“All About Do Not Track”](http://www.networkadvertising.org/managing/opt_out.asp).

5. Changes to this Privacy Policy

Providence reserves the right to change this Privacy Policy from time to time. We will make reasonable attempts to notify you of changes we think may be important to you by e-mail.

All changes will be effective when published unless a different effective date is specified. Your continued use of the Providence Web site after we have posted a change to this Privacy Policy to the Providence Web site will be considered your consent to the change.

6. Relationship to Terms of Use

The provisions of the Providence Web Site Terms of Use apply to and are incorporated in this Privacy Policy by reference. You may review the [Terms of Use](http://www.providence.org/terms/) here.