

PHIMS TERMS OF USE

For Access to and Use of the Public Health Information Management System (PHIMS) An “Agreement” between Manitoba Health Seniors and Active Living and Statistics Canada

In return for being authorized to access and use PHIMS (formerly “Panorama”), I agree to comply with the following Terms of Use:

1. Definitions

- 1.1 “Authorized Organization” means an organization or entity with whom Manitoba has entered into an agreement in order to facilitate access to the PHIMS Shared Service by that organization’s or entity’s employees, agents or contractors for an authorized purpose. *For example: Regional Health Authorities, First Nations Inuit Health Branch (Indigenous Services Canada), Shared Health and other health care providing organizations;*
- 1.2 “Authorized User” means a designated representative of the Authorized Organization permitted to access, use or disclose Information in the PHIMS application under the terms and conditions of this Agreement;
- 1.3 “FIPPA” means *The Freedom of Information and Protection of Privacy Act*, C.C.S.M. c. F175 and the regulations under that Act, as the Act or regulations may be amended from time to time;
- 1.4 “Health Care” has the meaning given to that term in PHIA;
- 1.5 “Information” means information, including Personal Health Information, Personal Information, and Confidential Information, maintained in, and collected for the purpose of populating the PHIMS Database;
- 1.6 “Information Manager” means Shared Health Inc., operating as Digital Health, the organization operating and administering PHIMS on behalf of **Manitoba**, and providing other information management and information technology services to **Manitoba**, for PHIMS and technical support services to Authorized Users of PHIMS.
- 1.7 “PHIMS Shared Service” means the viewable, printable, and searchable, computer application and technical support services that provide Authorized Users with secure real-time access to Information in the PHIMS Database;
- 1.8 “Public Health Act” or “PHA” means *the Public Health Act*, C.C.S.M. c. P210, and the regulations under that Act, as the Act or regulations may be amended from time to time;

- 1.9 “Public Health Information Management System” or “PHIMS” means the most current release of the software called “Panorama” in use by Manitoba during the course of the Agreement, consisting of, for the purposes of the Agreement, the Immunization Management, Materials/Vaccine Inventory Management, Investigations (which includes Communicable Diseases and Rh Surveillance) modules and related shared services, along with all releases, hot fixes, enhancements, modifications and improvements to the PHIMS made from time to time;
- 1.10 “Personal Health Information” has the meaning given to that term in PHIA;
- 1.11 “PHIA” means *The Personal Health Information Act*, C.C.S.M. c. P33.5 and the regulations under that Act, as the Act or regulations may be amended from time to time;
- 1.12 “Personal Information” means information about an identifiable individual. With respect to Canada (Indigenous Services Canada / First Nations Inuit Health Branch) and its Authorized Users, Personal Information refers to personal information as defined under the federal *Privacy Act*, R.S.C., 1985, c. P-21; With respect to all other Authorized Users in Manitoba, Personal Information refers to personal information as defined in *The Freedom of Information and Protection of Privacy Act*, C.C.S.M. c. F175 (Manitoba).
- 1.13 “Report User Guides” means the guides that describe each Standard Report that can be generated from PHIMS and includes the description and purpose of the Standard Report, authorized disclosures, User Roles that have access to the Standard Report and all other requirements needed to use the Standard Report.
- 1.14 “Standard Reports” means the standard reports that are available through the PHIMS Shared Service and are accessible based on assigned User Role as described in the Report User Guides
- 1.15 “User Role” means the specific role or roles to which an Authorized User is assigned and which prescribes what Information the Authorized User is permitted to access, use and disclose.

2. Access to PHIMS

- 2.1. I understand that my PHIMS access privileges and assigned User Role(s), as authorized by my Authorized Organization that I am employed by or contracted to, are to be used only as required to perform my employment duties or contractual obligations.
- 2.2. I will only access, use or disclose the Information contained in PHIMS for the following authorized purposes of the Agreement:
- (a) to provide Health Care or for arranging the provision of Health Care;
 - (b) administrative responsibilities and duties related to supporting the provision of Health Care or arranging for the provision of Health Care;

- (c) to generate Standard Reports as prescribed in the Report User Guides;
 - (d) analysis of surveillance data to inform timely public health action and response and;
 - (e) to carry out responsibilities under The Public Health Act as applicable to the Authorized User.
- 2.3. If I am an employee, contractor or agent of the Information Manager, I will only access PHIMS as authorized by Shared Health Inc. to perform my duties.
 - 2.4. I will only access, use or disclose the minimum amount of Information necessary to accomplish the authorized purposes under Section 2.2, for which the Information is accessed, used or disclosed.
 - 2.5. I agree not to disclose any Information contained in PHIMS to any person, unless the disclosure is to individuals the information is about and with whom I am in a care relationship, or for the purposes stated above in section 2.2, in compliance with applicable laws. I agree that where I receive any other request for disclosure of information from PHIMS, I must direct that request to Manitoba Health, Seniors and Active Living (“Manitoba Health”), Legislative Unit, at 204-788-6612, fax 204-945-1020, or email PHIAinfo@gov.mb.ca
 - 2.6. In order to maintain a user account with PHIMS, I will provide to my Authorized Organization, and keep up-to-date, certain business contact information about me. I consent to that information being shared with Manitoba Health and its representatives.
 - 2.7. I understand that my Authorized Organization may have its own policies and procedures for my access to and use of PHIMS, and I agree that I will comply with them as they may apply to me.
 - 2.8. I understand that my activities as an Authorized User are subject to applicable laws and policies, including any relevant policies and procedures of my Authorized Organization.
 - 2.9. I understand that I am still responsible for recording immunization, communicable diseases, and Rh information in the clinical records of my Authorized Organization where applicable and as required. This is in addition to disclosing information to and obtaining information from the PHIMS.
 - 2.10. I acknowledge that my Authorized Organization will have control of the Information accessed from PHIMS that is maintained in my Authorized Organization’s clinical client records and any other records maintained by my Authorized Organization in accordance with this Agreement, and that such information may fall under the purview of laws and policies applicable to my Authorized Organization.

3. Provision of PHIMS

- 3.1. I recognize that the Information presented through PHIMS may not be complete, as this is dependent on factors beyond the control of Manitoba Health and its representatives.
- 3.2. I acknowledge that the content, format and nature of PHIMS may change from time to time without prior notice to me.
- 3.3. I acknowledge that I will review, and where applicable comply with, the *PHIMS System Updates* and PHIMS email notifications that are sent to me from the PHIMS Application Support team as they contain important PHIMS information.
- 3.4. I acknowledge that Manitoba Health in its sole discretion, acting reasonably and without prior notice, may temporarily or permanently cease making PHIMS, or any of its features, available to me or to users generally.

4. My password and account security

- 4.1. I am responsible for maintaining at all times the confidentiality of my user ID, my password and any other user authentication identification that I am required to input to access PHIMS.
- 4.2. I acknowledge that all actions taken in PHIMS under my user ID and password are deemed to have been taken by me, and I agree that I will be solely responsible for all activities that occur using my user ID and password. To help prevent others from accessing PHIMS using my user ID and password:
 - (a) I will not disclose my user ID and password to anyone else
 - (b) I will not allow the computer's browser to remember my PHIMS username and password, and
 - (c) I will log out of PHIMS as soon as I have completed each session to prevent others from accessing PHIMS using my user ID and password.
- 4.3. If I suspect that my password has been obtained or used by another person, I will immediately notify the Shared Health Service Desk (by phone: (204) 940-8500 or 1-866-999-9698; by fax: (204) 940-8700; or by email: sevicedesk@sharedhealthmb.ca) and change the password. I will also immediately advise my Authorized Organization.
- 4.4. I am aware that my access to and my activity on PHIMS will be logged and may be monitored and audited by Manitoba Health and my Authorized Organization, on a random or as required basis and will also be audited if a breach of security is reported or suspected.
- 4.5. I understand and agree that Information about my access to and activity on PHIMS that is included in any audit, including Personal Information about me, may be

disclosed to my Authorized Organization and shared between Manitoba Health and my Authorized Organization in the course of any audit.

- 4.6. I will refrain from any action which will or may disrupt the operation or availability of PHIMS or will inappropriately modify or delete the Information in PHIMS.

5. Record of user activity

- 5.1. I understand that PHIMS is capable of creating a record of user activity and that the individual the Information is about will be given, on request, an excerpt from the record of user activity showing a list of persons, by name, who have viewed that individual's Information in PHIMS, in accordance with the *Personal Health Information Regulation* made under PHIA.

6. Maintaining Confidentiality

- 6.1. I will keep confidential all the Information which I access from PHIMS and accordingly will comply with these Terms of Use, my legal obligations (including all applicable laws, such as PHIA and the *Privacy Act*) and my Authorized Organization's policies and procedures applicable to such Information.
- 6.2. When a computer screen is displaying the Information from PHIMS, I will not leave it unattended and will take all reasonable efforts to ensure that no one is inappropriately viewing the screen.
- 6.3. I will access and use PHIMS only from secure electronic devices provided by my Authorized Organization.
- 6.4. If I have received written approval from Manitoba Health to use a personal computer or electronic device to access and use PHIMS, I will do so only from devices which:
 - (i) I am reasonably confident are secure;
 - (ii) are not available for public use; and
 - (iii) have suitable anti-virus and anti-spyware protections.
- 6.5. I will not download, save or store the Information (including, but not limited to, the Information contained in data, reports, screen shots or other documents) from PHIMS to an electronic device that has not been provided by my Authorized Organization for the purpose of using PHIMS.
- 6.6. I will not download, save or otherwise transfer any Information from PHIMS onto any portable media storage device (e.g., laptop hard drive, USB drive, disk, mobile device) unless such use has been authorized by my Authorized Organization, and the device or media contains suitable encryption software. I will securely destroy any transitory Information stored on any device or media immediately upon it being no longer required for the purpose it was downloaded, saved or otherwise transferred.

- 6.7. I will not leave a portable media storage device (e.g. laptop hard drive, USB drive, disk, mobile device) containing the Information unattended at any time, unless the device is powered down or the screen lock and password protection is activated. When not in use, I will ensure the device and any paper records containing the Information are physically secured by means including in a locked desk, filing cabinet or room or has been secured by a cable lock and in accordance with my Authorized Organization's security policies.
- 6.8. When I am in possession of the Information stored on paper, a laptop or portable media storage device during transit from one location to another, I will keep the Information in my personal possession until such time that the Information can be secured per my Authorized Organization's security policies and procedures.

7. Duty to report breaches

- 7.1. I will report to my Authorized Organization any actual, suspected or potential privacy or security breaches involving PHIMS (whether caused by me or another person) immediately in accordance with the applicable laws, policies and procedures of my Authorized Organization and the terms of this Schedule. I understand that my Authorized Organization will ensure Manitoba Health is informed immediately either by me or my Authorized Organization for the purpose of containment. If I am unable to immediately notify my Authorized Organization of the actual, suspected or potential privacy or security breach, I am authorized and required to immediately notify Manitoba Health, Legislative Unit, at 204-788-6612, fax 204-945-1020, or email PHIAinfo@gov.mb.ca, and, will notify my Authorized Organization as soon as possible thereafter of this notification.

8. Ending my relationship with PHIMS

- 8.1. If I want to terminate my access to PHIMS, I may do so at any time by notifying my Authorized Organization or the Shared Health Service Desk.
- 8.2. My Authorized Organization and/or Manitoba Health, through Shared Health Inc., may also terminate my PHIMS access at any time if:
- (a) I am no longer employed or engaged by my Authorized Organization;
 - (b) I am no longer carrying out the employment- or contract-related activities, duties or tasks that require access to PHIMS for purposes of my User Role;
 - (c) I breach:
 - (i) any laws pertaining to the protection of the Information;
 - (ii) any provision of this Terms of Use document ;
 - (iii) my Authorized Organization's policies and procedures respecting access to PHIMS and the protection of the Information,

or I have acted in manner which clearly shows that I do not intend, or I am unable, to comply with my obligations under any applicable law, agreement or policy;

(d) I conduct myself in a manner that puts PHIMS and the Information in PHIMS at risk of unauthorized access, use, disclosure or retention; or

(e) Manitoba Health and my Authorizing Organization terminate the Agreement;

8.3. I understand that if my access to PHIMS has been terminated by Manitoba Health under Subsection 8.2(c) or (d) that notification may be sent by Manitoba Health to my Authorized Organization and to any applicable professional bodies. I also understand that Manitoba Health will inform my Authorized Organization in the event that such notification is sent to any applicable professional bodies.

8.4. I understand that if I breach or misuse PHIMS under Subsection 8.2(c) or (d), I may be subject to disciplinary action by my Authorized Organization, including termination of my access to PHIMS and that notification may be sent to Manitoba Health and to any applicable professional bodies.

9. License Terms

9.1. I understand that PHIMS uses licensed software product called "Panorama" which is the property of IBM Canada Limited (the "Licensor").

9.2. I acknowledge that the Panorama software contains valuable confidential and proprietary information of the Licensor.

9.3. I understand that I will not:

(a) reverse assemble, reverse compile, or otherwise translate PHIMS unless expressly permitted by applicable law without the possibility of contractual waiver;

(b) further sublicense or transfer the sublicense for PHIMS; or

(c) sell, lease, license or otherwise distribute PHIMS to any Authorized User or any other party

10. Changes to the Terms of Use

10.1. I understand that any changes to the Terms of Use document will be brought to my attention in which case I will be asked to agree to the revised Terms of Use presented to me at that time. I further understand that if I do not agree with the revised Terms of Use, my access to PHIMS will be terminated.

11. Training

- 11.1. I acknowledge that Manitoba uses a Train the Trainer approach and my Authorized Organization's designated trainer is responsible for providing appropriate training on the use of PHIMS.
- 11.2. I acknowledge that it is my responsibility to ensure I have been trained on the authorized use of PHIMS.

12. Survival of Certain Terms of Use

- 12.1. I understand that even if my access to PHIMS is terminated, I must continue to comply with Sections 6.1 and 9 above.

I have read and understand this Terms of Use document, and by checking the check box below I agree to be bound by it.

I accept these Terms

Name (Printed)

Position

Date