

ClinicalConnect User Agreement Version 1.0 [July 5, 2018]

The ClinicalConnect Portal is the tool by which certain health care providers (Contributors), each of which is a health information custodian under the Personal Health Information Protection Act, 2004 (PHIPA), have agreed to provide access to patient personal health information under their care and control to other health care providers (“Participants”) and their agents who have been registered as authorized Users of the ClinicalConnect Portal. Hamilton Health Sciences Corporation is a Contributor, Participant and also the Information Technology service provider that is hosting the ClinicalConnect Portal on behalf of the Contributors.

To protect the privacy rights of patients, the interests of patients and Contributors, and to ensure the compliance of the Contributors and Participants (collectively, Participants) with PHIPA, each individual Authorized User/Agent (referred to as “I” and “me” in what follows) must accept and comply with the following and also with the ClinicalConnect Terms and Conditions, a copy of which is available at <http://info.clinicalconnect.ca>.

1. I will abide by the privacy and security policies, procedures and practices of my sponsoring Participant that has registered me as an authorized User and applicable legislation (including but not limited to PHIPA) and applicable professional standards and guidelines.
2. I will direct any inquiries I have about the privacy policy and procedures of my sponsoring Participant and applicable law to the Privacy Contact of my sponsoring Participant.
3. I will collect, use and disclose personal health information (PHI) accessed through the ClinicalConnect Portal only for the purpose of providing health care or assisting in the provision of health care to a patient to whom the PHI relates and will limit such collection, use or disclosure to what is necessary for such purposes.
4. If I believe that I am required by law to use PHI accessed through the ClinicalConnect Portal for any other purpose, I will confirm such use with the Privacy Contact of my sponsoring Participant before proceeding and will only proceed with the express written consent of the Privacy Contact.
5. I will access only that PHI required for the performance of my duties and without limiting the scope of this restriction, will not access my own personal health information or that of my family members, friends or colleagues or family members of friends or colleagues.
6. I will not disclose any PHI to any unauthorized staff member, family member or other individual or correct any PHI in response to a request to do so unless authorized to make the correction by my sponsoring Participant. I will redirect any request for personal health information to the Health Records Department of the Participant that is the Custodian of the information (i.e., Contributor) or where in doubt, to the Privacy Contact of my sponsoring Participant.
7. If I am, or become, aware that the Patient (or the Patient’s Substitute Decision Maker) has withheld or withdrawn consent to the collection, use or disclosure of the patient’s PHI by me or my sponsoring Participant, I will immediately cease such collection, use or disclosure and ensure that such information is reported to the Privacy Contact of my sponsoring Participant.

8. I will keep my computer access codes or access devices secure and will not share them with others and will ensure that I promptly log out of the ClinicalConnect Portal at the end of each session. I will not attempt to, or circumvent, or facilitate the circumvention of the security features of the ClinicalConnect System by any other individual.

9. If I transcribe, print out or copy any patient PHI, I will ensure that such PHI is maintained in a secure manner and in accordance with the patient records protocol of my sponsoring Participant, or is disposed of in a secure manner. At no time will PHI obtained through ClinicalConnect be stored on a mobile device.

10. I acknowledge and understand that my access rights to the Portal are based on my role in my sponsoring Participant. I will not transfer or assign my access rights to the ClinicalConnect Portal to any other individual. I will notify my sponsoring Participant immediately upon transferring my position or leaving the organization. If I provide services to more than one Participant then I will use the applicable access codes and/or access devices as applicable to the services I am providing at the relevant time.

11. If I become aware of any security or privacy breaches involving PHI, privacy policies, procedures and practices implemented by the Participant. I will notify the Privacy Contact of my sponsoring Participant (or sponsoring Participants where I have been registered by more than one sponsoring Participant) at the first reasonable opportunity in accordance with ClinicalConnect Breach Management™ Policy. I understand that any one or more of the Participants and/or the ClinicalConnect Program Office at Hamilton Health Sciences Corporation may launch a breach investigation and that investigation may include the sharing of my personal information with other Participants and the Hamilton Health Sciences Corporation in its role as an IT service provider for the Portal.

12. Similarly, I acknowledge that audits of access to and the use of PHI made under my ClinicalConnect access code will be completed and that my personal information may be used or disclosed for the purpose of carrying out and acting upon the results of such audit, including the sharing of my personal information among the Participants and Hamilton Health Sciences Corporation in its role as an IT service provider for the Portal.

13. Authorized Users/Agents must ensure the use of a Personal Identification Number (PIN) or password on every device, including mobile devices, used to access the ClinicalConnect Portal.

14. I agree to comply with the applicable requirements of the ClinicalConnect Terms and Conditions.

15. For Users who have access to data from provincial repositories via ClinicalConnect:

I acknowledge that I have been authorized to access such repository data, maintained by eHealth Ontario, as a representative for, and under the authority of, the Participant that has provisioned my access to ClinicalConnect. I acknowledge that I am obligated to access such repository data in compliance with the terms and conditions of the agreement between the Participant and eHealth Ontario which governs the use of all Electronic Health Records (EHR) operated by eHealth Ontario. I also confirm I have completed the privacy and security training required by the Participant for access to provincial repository data as stipulated in the eHealth Ontario EHR Portal User Agreement (EUA).

I acknowledge that I have read, have had an opportunity to seek clarification of, and understand the above obligations and the ClinicalConnect Terms and Conditions. I understand that by agreeing to this Agreement, I am entering into a binding legal agreement with the Participants.

By accepting this Agreement, I hereby acknowledge and agree that any unauthorized collection, access, use, disclosure, storage and disposal of PHI are serious breaches. Violation of the Terms and Conditions by me may result in disciplinary action that may include the disabling of my user account for the Portal, termination of my working relationship with one or more Participants, being reported to any regulated health professional college of which I am a member, being reported to the Information and Privacy Commissioner/Ontario (IPC) and may make me subject to legal action, fines, or penalties.

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