

**ELECTRONIC MEDICAL RECORD SYSTEM TERMS OF USE
FOR EXTERNAL USERS**

**FIRST NATIONS AND INUIT HEALTH BRANCH, MANITOBA REGION
INDIGENOUS SERVICES CANADA**

Client personal and health care information collected in the First Nations and Inuit Health Branch (FNIHB), Manitoba Region, Indigenous Services Canada Electronic Medical Record (EMR) System (hereafter referred to as the “EMR System”) is under the custody and control of Indigenous Services Canada (ISC).

I understand that my access to and use of the EMR System is subject to my acceptance and continued compliance with the following Terms of Use:

Definitions:

“I” means an individual in a health care service delivery or administrative role not employed by ISC, authorized by ISC to access and use the EMR System.

“Indigenous Services Canada” for the purpose of this Terms of Use includes both the First Nations and Inuit Health Branch of ISC and their internal service providers.

1.0 Access to the ISC EMR System

1.1. I will restrict my access to and use of the EMR System to:

- a) **My clinical role:** information required about clients with whom I am in a health care service provider relationship (“care relationship”) and whose information is necessary for the provision of health care, or for arranging health care for clients whose personal information is within the EMR System ; or
- b) **My administrative role:** information about clients that I require to fulfill my administrative responsibilities and duties related to supporting the provision of health care, making arrangements for health care to be carried out under sub-section 1.1(a), or supporting managers or supervisors in their role as carried out under sub-section 1.1(c); or
- c) **My clinical or management role:** information required about clients to fulfill responsibilities for client safety, quality assurance, care review, service accountability and/or clinical education.

1.2. I will not access or use the EMR System for looking up my own personal health information.

1.3. I will not access or use the EMR System for looking up information on relatives, colleagues, acquaintances or any other person, except where necessary and allowed under sub-section 1.1 in a clinical, administrative or management role.

1.4. In order to maintain access to the EMR System, I will keep ISC up to date with my business contact information.

- 1.5. I understand that access to and use of this EMR system is subject to specific FNIHB requirements, policies and procedures, and that it is my responsibility to comply with them. I will follow the standards as set out by FNIHB for the recording of client information in the EMR System.

2.0 Provision of the ISC EMR System

- 2.1 I understand that the EMR System is to be used as the primary means for recording relevant client clinical history and is intended to eventually replace the paper records system as the source for storing client personal and health care information. I understand that use of the EMR System will be a mandatory requirement at locations where the EMR System has been deployed, except when the EMR System is not available per sub-section 2.4.
- 2.2 I understand and agree that information I enter into the EMR System must be as complete, accurate and up to date as possible as per my regulatory body's standards and that information about a client, whether a paper record exists or not, should be entered into the EMR System. Existing paper records should only be used on an exceptional basis per sub-section 2.4. No new paper record should be created except in accordance with sub-section 2.4.
- 2.3 I understand and agree that I will follow the procedures as set out by FNIHB, Manitoba Region for entering historical information from the existing paper record into the EMR System, which may include both direct entry and scanning of paper records. I further understand and agree that I will follow the procedures as set out by FNIHB, Manitoba Region, for entering new information received on paper into the EMR System, which may include both direct entry and scanning of paper records.
- 2.4 In the event the EMR System is not available, I will use the down time procedures as established by FNIHB, Manitoba Region for accessing historical client information (where available), recording information in a non-electronic format, and ensuring that this information is promptly and accurately entered into the EMR System once it becomes available.
- 2.5 Where changes or corrections to client information in the system are necessary for accuracy, I will follow the policies and procedures for documenting such changes as set out by FNIHB.
- 2.6 I will refrain from any action which may disrupt the operation or availability of the EMR System, including, but not limited to, making unauthorized changes to electronic forms and templates, circumventing system or network security measures, or unauthorized installation of software or hardware on the EMR System.

3.0 My Password and Account Security

- 3.1. I am responsible for maintaining the confidentiality of my user ID and my password at all times. I will not disclose them to or share them with anyone else, or leave them where others might see or have access to them.
- 3.2. I acknowledge that all actions taken in the EMR System 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.

- 3.3. I will log out of the EMR System immediately after each use when I have no further need of it at that time in order to prevent others from accessing the EMR System using my user ID and password.
- 3.4. If I suspect that my user ID and/or password have been obtained or used by another person, I will immediately notify the QHR helpdesk according to FNIHB procedures in order to disable and change the username and/or password and prevent possible misuse. As soon as possible thereafter, I will notify my immediate manager and the FNIHB eHealth Director, according to FNIHB procedures.

4.0 Record of My Use of the System

- 4.1. I am aware that my access to and activity on the EMR System will be logged, monitored, and audited on a random basis and will be audited if a privacy or security breach is reported or suspected.
- 4.2. I understand that ISC is capable of creating a record of user activity and that a client, upon written request, may be given an excerpt from the record of user activity showing a list of persons, by name, who have viewed that client's information on the EMR System (including my name and actions taken, if applicable).
- 4.3. I understand that:
 - (a) any actual, suspected or unauthorized access or use of the EMR System will be investigated by ISC;
 - (b) unauthorized access to or use of the EMR System may constitute a breach of the law including the *Privacy Act* and the *Personal Health Information Act* as they apply to me;
 - (c) unauthorized access or misuse of the EMR System or breach of client privacy in violation of applicable federal policies and procedures and these Terms of Use may result in loss of access and use privileges of the EMR System, as well as possible disciplinary action by my employer;
 - (d) in the event that I am found by ISC to have misused my access or use of the EMR System per this section, notification may be sent by ISC to my employer and applicable professional bodies.

5.0 Maintaining Confidentiality

- 5.1. I will keep confidential all information that I access and use in the EMR System and will comply with these Terms of Use and my legal obligations under applicable laws including the *Personal Health Information Act*, and my employer's policies that apply to the information.
- 5.2. I agree to keep all information confidential at all times including after I no longer have access to the EMR System.
- 5.3. When a computer screen is displaying information from the EMR System, I will not leave it unattended and will ensure that no one is inappropriately viewing the screen.
- 5.4. I will access and use the EMR System only from computers which are designated for that purpose by ISC or from computers which I am confident are secure, are not available for public

use and have suitable anti-virus and anti-spyware protections. Where I am not certain if the computer I wish to use for accessing the EMR System is adequately secure, I will contact the FNIHB eHealth Solutions Unit at (204) 799-5163 or the Health Canada IT National Service Desk at 1-800-416-0358.

- 5.5. I will not print, copy or download identifying client information from the EMR System unless it is necessary for the care and treatment of the client to whom the information relates, or is necessary for a use or disclosure approved and documented per FNIHB procedures, and the action is consistent with federal legislation, policies and procedures for use and disclosure of personal information.
- 5.6. I will not access, use or disclose any information from the EMR system for any purpose not described in this Terms of Use including research, without the explicit written approval of ISC. Furthermore, I will not access, use or disclose any information from the EMR System for research purposes without the appropriate consent from First Nations where such consent would be required by law and would respect First Nations principles of Ownership, Control, Access and Possession.

6.0 Duty to Report Breaches

- 6.1. I will report any actual, suspected or potential privacy or security breaches involving the EMR System (whether caused by me or another person) as soon as possible to the QHR helpdesk as per FNIHB procedures in order to prevent or mitigate potential harm to clients. I will also notify the senior FNIHB manager or supervisor at the facility in which this has occurred for appropriate action and follow-up, including notifying the designated privacy officer at FNIHB. If I am unable to notify as soon as possible the senior FNIHB manager or supervisor at the facility, it is my responsibility to directly notify the designated privacy officer for FNIHB, and to provide all information needed for the privacy and/or security breach reporting processes as required by ISC.
- 6.2. I will fully cooperate with and, as necessary, participate in any investigation of actual, suspected or potential privacy or security breaches involving the EMR System.

7.0 Terminating my Access to and Use of the EMR System

- 7.1. ISC may terminate my EMR System access at any time if:
 - (a) I am no longer in a position where I require information from the EMR System for the provision of health care, for arranging health care for clients within the EMR System or for responsibilities regarding client safety, quality assurance, care review, service accountability or clinical education; or
 - (b) I breach any provision of laws, regulations or policies pertaining to the protection of personal information in the EMR System including, where applicable, the *Privacy Act*, the *Personal Health Information Act* and/or of these Terms of Use, or have acted in a manner which clearly shows that I do not intend, or I am unable, to comply with any of their provisions; or
 - (c) I conduct myself in such a manner that puts ISC and the information in the EMR System at risk of unauthorized access, use, retention or disclosure; or
 - (d) My employer requests that my access be revoked for any reason; or

(e) ISC deems for any reason that I should no longer have access to the EMR System.

7.2. I further understand that, in the event that the termination of my access to and use of the EMR System is due to reasons identified under sub-sections 7.1 (b) or (c) notification may be sent by ISC to my employer and to applicable professional bodies.

7.3. If I no longer have any need to use the EMR System for any reason, and wish to terminate my access to the EMR System, I will notify the FNIHB eHealth Solutions Unit as soon as possible.

7.4. I further understand that, where use of the EMR System at locations where it has been deployed is a mandatory work condition of my employer, and I no longer have access to the EMR System, this may result in changes to the locations where I may be eligible to work or other terms of my employment.

8.0 Changes to the Terms of Use

8.1. I understand that:

- (a) changes to this Terms of Use document will be brought to my attention by ISC, and that my continued use of the EMR System signifies my consent to those changes;
- (b) if I do not agree with the revised Terms of Use, I must cease all use of the EMR System and request to have my access to the EMR System terminated per sub-section 7.3; and
- (c) where use of the EMR System at locations where it has been deployed is a mandatory work condition of my employer, and I choose to cease all use of the EMR System, this may result in changes to the locations where I may be eligible to work or other terms of my employment.

8.2. Indigenous Services Canada may, from time to time, request that I sign a revised Terms of Use document as further acknowledgement that I understand the revised Terms of Use and agree to be bound by them.

9.0 Survival after Termination

9.1. I understand that even though my access to the EMR System may be terminated, I must continue to comply with sub-sections 5.1 and 5.2 Maintaining Confidentiality.

10. Applicable Laws

10.1 These Terms of Use shall be governed by and interpreted in accordance with the laws in force in the Province of Manitoba and any applicable federal laws of Canada.

I have read and understand these Terms of Use, and agree to be bound by them.

Date

Signature

Print Name