

PACS JOINT SERVICES/ACCESS POLICY

1. High Level Policy

The identifiable Diagnostic Imaging Data stored in PACS constitutes personal health information and is subject to the provisions of *The Health Information Protection Act* (Saskatchewan) and, in some cases, the *Personal Information Protection and Electronic Documents Act* (Canada). Your access and use of the identifiable Diagnostic Imaging Data within PACS is restricted to Authorized Health Purposes only as described in this Policy. Access for any other purpose is strictly prohibited.

2. Scope/Purpose

This Policy applies to:

- (a) all Source Trustees (RHAs – see below) who store Diagnostic Imaging Data within PACS;
- (b) all Accessing Trustees (see below) who access Diagnostic Imaging Data within PACS;
- (c) all healthcare providers employed or associated with the Source or Accessing Trustees who access the Diagnostic Imaging Data within PACS; and
- (d) the Saskatchewan Health Information Network (SHIN).

The following is a list of the Regional Health Authorities (“RHAs”)* who are/will be storing data within PACS (the “Source Trustees”):

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| (a) Saskatoon Regional Health Authority | (b) Cypress Regional Health Authority |
| (c) Five Hills Regional Health Authority | (d) Regina Qu’Appelle Regional Health Authority |
| (e) Sunrise Regional Health Authority | (f) Prince Albert Parkland Regional Health Authority |
| (g) Prairie North Regional Health Authority | (h) Kelsey Trail Health Authority |
| (i) Sun Country Health Authority | (j) Mamawetan Churchill River Health Authority |
| (k) Heartland Health Authority | |

When this Policy is first established the Saskatoon Health Region will be the only Source Trustee. Source Trustees will be added to this Policy as the application is implemented in other RHAs and the RHA has formally approved this Policy.

The following is a list of the trustees/organizations who will be authorized to access the Diagnostic Imaging Data within the PACS Database (the “Accessing Trustees”):

- (a) Independent Healthcare Providers **; and
 - (b) RHAs, to the extent they are accessing Diagnostic Imaging Data from other RHAs who are Source Trustees.
- Access by Users within the Accessing Trustees will include “view & print only”.

RHAs will be considered Accessing Trustees when their authorized Users access Diagnostic Imaging Data from another Source Trustee. For example, where a radiologist from the Saskatoon Health Region views diagnostic images and results that were captured by Five Hills Health Region, the Saskatoon Health Region will be the Accessing Trustee while Five Hills Health Region will be the Source Trustee.

NOTES:

* The RHAs are defined as trustees under *The Health Information Protection Act* (HIPA).

** Independent Healthcare Providers must be trustees under HIPA and initially will be limited to referring physicians or other healthcare providers approved by all of the Source Trustees.

The purpose of this Joint Services/Access Policy (“Service Policy”) is to:

- (a) act as a data access agreement setting out responsibilities and rules of access for Accessing Trustees and Users who are accessing Diagnostic Imaging Data;
- (b) act as an information management services agreement between each Accessing Trustee and Source Trustee and SHIN; and
- (c) provide guidance to SHIN in the administration and management of the PACS application.

3. Legislative Authority

The Health Information Protection Act, (Sask) (“HIPA”) Personal Health Information Protection and Electronic Documents Act, (Federal) (“PIPEDA”)

4. Interpretation

Please see Schedule “A” to this policy for a Glossary of Terms.

5. Detailed Policy

5.1 Accountability

Each Diagnostic Image and Result will be associated with the RHA (“Source Trustee”) that provided the diagnostic imaging service.

The Source Trustee will be considered the “trustee” for the purposes of HIPA for the Diagnostic Image Data related to its Diagnostic Images and Results.

Access by an Accessing Trustee will be considered a trustee-to-trustee disclosure as contemplated in section 20 of HIPA.

Each Source Trustee and Accessing Trustee will be responsible for designating who within their organization will have access to the Diagnostic Imaging Data within the PACS. Each Source Trustee and Accessing Trustee accepts responsibility for ensuring that Users authorized by them comply with this Policy and do not improperly use or disclose the Diagnostic Imaging Data.

The Saskatchewan Health Information Network (SHIN) using the resources of the Health Information Solutions Centre (HISC), other branches of Sask Health, and SHIN Contractors will be acting as information management service providers for the PACS. SHIN will provide the following services (“SHIN Services”):

(a) To the Source Trustees:

- (i) establishing and maintaining the technical infrastructure for the PACS within the HISC Data Centre;
- (ii) managing the networks within SHIN’s control required for the PACS;
- (iii) providing project management and implementation services for the development of the PACS;
- (iv) providing operation and technical support for the PACS including help desk services; and
- (v) with the assistance of the trustee, providing database management and support services.

The SHIN Services being provided to the Source Trustees will be documented in a Service Level Agreement to be incorporated into the Master Services Agreement in place between each RHA and SHIN.

(b) To the Accessing Trustees:

- (i) help desk services to support the PACS application; and
- (ii) other services approved in writing by SHIN and all of the Source Trustees from time to time.

The SHIN Services being provided to the Accessing Trustees will be subject to the terms and conditions outlined in Schedule “B” to this Policy.

Each Source Trustee, SHIN, and each Accessing Trustee shall:

- (a) appoint an individual who will be responsible for privacy for the PACS; and
- (b) with respect to Diagnostic Imaging Data within their custody or control or within systems within their custody or control, establish policies and procedures to maintain administrative, technical and physical safeguards that will:
 - (i) protect the integrity, accuracy and confidentiality of the information;
 - (ii) prevent the loss of the information; or
 - (iii) prevent the unauthorized access to or use, disclosure or modification of the information.

It is the responsibility of each Source Trustee and Accessing Trustee to ensure they have appropriate safeguards in place and are otherwise in compliance with HIPA and other applicable laws.

It is SHIN’s responsibility to ensure it has appropriate safeguards in place and is otherwise in compliance with HIPA and other applicable laws.

For the purposes of this Policy a Lead Source Trustee will be designated for each patient/client. For the purposes of this Policy “Lead Source Trustee” means:

- the Source Trustee who last provided radiology services to the patient/client; and
- if no service has yet been provided to the patient/client, the Lead Source Trustee will be defined as the participating RHA that generally provides radiology services to the geographic region in which the patient/client resides.

The role of the Lead Source Trustee is to coordinate multi-trustee issues. The appointment of a Lead Source Trustee is not intended to be a delegation of any authority or discretion of a Source Trustee under HIPA. At all times, each Source Trustee maintains custody and control of all Diagnostic Imaging Data for which it is the Source Trustee. The Lead Source Trustee will act as a contact person and will refer, coordinate or address issues as appropriate.

5.2 Identifying Purposes

The Diagnostic Imaging Data stored within the PACS Database shall only be collected and used by Accessing Trustees for the following authorized health purposes (the “Authorized Health Purposes”):

- (a) to support or provide care to the patient/client to whom the information relates;
- (b) to facilitate payment for health services; or
- (c) other purposes approved in writing by all Source Trustees, or if only a portion of the Diagnostic Imaging Data is involved, the applicable Source Trustee(s).

5.3 Communications and Consent

The Source Trustees, Accessing Trustees and each authorized healthcare provider accessing PACS agrees:

- (a) to follow any reasonable PACS communications, guidelines or protocols approved by all of the Source Trustees and delivered to the Accessing Trustees from time to time; and
- (b) to respect any patient/client control mechanisms such as masking included within PACS and to follow any reasonable PACS patient/client control guidelines or protocols approved by all of the Source Trustees and delivered to the Accessing Trustees from time to time.

SHIN will provide a Centralized Privacy Service in support of PACS. This service will be provided in accordance with the Service Description approved by all of the Source Trustees and SHIN.

5.4 Limiting Collection, Use and Disclosure

The Source Trustees and Accessing Trustees and their authorized healthcare providers may only access and use Diagnostic Imaging Data stored within PACS on a need to know basis in accordance with the user roles approved by all of the Source Trustees (the “User Roles”) for an Authorized Health Purpose.

User accounts will be established in accordance with guidelines approved by all Source Trustees.

5.5 Accuracy

All Source Trustees and Accessing Trustees and their authorized healthcare providers will take reasonable steps to ensure the accuracy of any information entered into or updated by them within PACS and agree to follow any procedures approved by all of the Source Trustees and delivered to the Accessing Trustees from time to time.

5.6 Safeguards

Each Source Trustee and Accessing Trustee agrees that appropriate physical, organizational and technological measures as outlined in section 5.1 will be put in place within their organization to protect the security and confidentiality of the Diagnostic Imaging Data and to ensure that this data is only used on a need to know basis for the Authorized Health Purposes.

Each Source Trustee and Accessing Trustee agrees to follow any security procedures approved by all of the Source Trustees and delivered to the Accessing Trustee from time to time.

5.7 Openness

Each Source Trustee and Accessing Trustee will ensure that patients/clients have reasonable access to the organization's privacy and security policies and procedures.

5.8 Individual Access/Amendment

All requests by patients/clients to access their Diagnostic Imaging Data within PACS received by the Centralized Privacy Service will be referred to the Lead Source Trustee, which will refer, coordinate or address the request depending upon the information requested.

All Source Trustees agree to have appropriate and reasonable policies, procedures and forms in place to facilitate access and (amendment, if necessary) by a patient/client to their Diagnostic Imaging Data stored in PACS.

To the extent that a patient/client's request to access or amend their Diagnostic Imaging Data involves multiple Source Trustees (RHAs), the Source Trustees will work together to facilitate the requested access or amendment.

5.9 Complaints

All complaints relating to PACS received by the Centralized Privacy Service will be referred to the Lead Source Trustee. The Lead Source Trustee will refer, coordinate or address issues as appropriate depending on the nature of the complaint.

All Source Trustees agree to have appropriate and reasonable policies, procedures and forms to address privacy concerns or complaints raised by patients/clients. To the extent that a privacy concern or complaint involves multiple Source Trustees (RHAs), the Source Trustees will work together to address the patient/client's concerns.

Any unresolved complaints may be forwarded by the patient/client to the Office of the Information and Privacy Commissioner (Sask).

5.10 Limits on Authority

For greater certainty and notwithstanding anything in this policy, the Source Trustee Committee has no authority or jurisdiction with respect to any of the rights, duties and powers assigned to the Source Trustees, Sask Health or SHIN pursuant to any provincial legislation including, without limitation, *The Health Information Protection Act*.

5.11 Amendment

The Source Trustees may amend this Policy provided the amendment is unanimously approved in writing by all Source Trustees. Any changes to this Policy that affect the SHIN Services must also be approved in writing by SHIN. Each amendment will become binding on an Accessing Trustee and Source Trustee 30 days after notice of the amendment is provided to the Accessing Trustee and Source Trustee.

5.12 Source Trustees' Authority

This Policy is not intended to be a delegation of any authority or discretion of a Source Trustee under HIPA. At all times, each Source Trustee maintains custody and control of all Diagnostic Imaging Data for which it is the Source Trustee.

6. Implementation Plan

This Policy will be implemented as follows:

- (a) Each Accessing Trustee will receive a copy of this Policy and agree to be legally bound to this Policy in its application form to become an Accessing Trustee.
- (b) Each User will receive a copy of this Policy and agree to be legally bound to this Policy in their application form to obtain a User ID and password.
- (c) During training, each User will receive a copy of this Policy and have its provisions explained to them.
- (d) When logging onto the application, Users will be reminded of the confidential nature of the information and that their access to it is subject to their compliance with this Policy.

**SCHEDULE A
GLOSSARY OF TERMS**

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| <p>“Accessing Trustee”</p> | <p>means the trustees who are collecting and using the Diagnostic Imaging Data from the PACS, namely SCA, the Independent Healthcare Providers, and the RHAs to the extent they are accessing information from other RHAs who are Source Trustees. For further clarification, RHAs who are not Source Trustees may be Accessing Trustees.</p> |
| <p>“de-identified data”</p> | <p>means Diagnostic Imaging Data (including aggregated or transformed data) from which any information that may reasonably be expected to identify an individual has been removed, such that it is no longer identified and has either been aggregated or further transformed to ensure that it cannot be reasonably re-identified as per section 3(2) of HIPA;</p> |
| <p>“Diagnostic Imaging Data”</p> | <p>means the Diagnostic Imaging Data stored in connection with PACS including registration information about patients/clients such as HSN and name; Diagnostic Images captured from the source modality such as General X-Ray, Ultrasound, CT Scanner, or MRI; additional support information captured or generated as part of the Diagnostic Imaging procedure such as scanned technologist/radiologist notes and orthopaedic prosthesis plans and inventories; and diagnostic imaging exam results</p> |
| <p>“Diagnostic Imaging Exam Results”</p> | <p>means the report captured within an RHA’s RIS reporting the results of a diagnostic imaging exam conducted by or on behalf of the Source Trustee for a patient/client;</p> |
| <p>“healthcare provider”</p> | <p>means a health professional or an authorized employee who is employed by or associated with a Source or Accessing Trustee (i.e. the RHAs, SCA or an Independent Healthcare Provider). The term “associated with” means the healthcare provider is not employed but is providing contract services;</p> |
| <p>“HIPA”</p> | <p>means <i>The Health Information Protection Act</i> (Saskatchewan);</p> |
| <p>“HISC & SHIN”</p> | <p>HISC means the Health Information Solutions Centre, a branch of Sask Health. Closely related to HISC is SHIN, the Saskatchewan Health Information Network, which is a treasury board Crown Corporation. SHIN holds the licenses and contracts associated with the administration and management of PACS;</p> |
| <p>“Independent Healthcare Provider”</p> | <p>means a healthcare professional such as a physician, who operates an independent office, practice or clinic;</p> |
| <p>“PACS”</p> | <p>means an individual who has obtained diagnostic services from an RHA;</p> |

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| “patient/client” | means an individual who has obtained diagnostic services from an RHA; |
| “personal health information” | Means with respect to an individual whether living or deceased: (i) information with respect to the physical or mental health of the individual; (ii) information with respect to any health service provided to the individual; (iii) information with respect to the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual; (iv) information that is collected: (A) in the course of providing health services to the individual; or (B) incidentally to the provision of health services to the individual; or (v) registration information; |
| “RHAs” | Means the Regional Health Authorities established pursuant to The Regional Health Services Act (Sask); |
| “Sask Health” | means Saskatchewan Health; |
| “SHIN Contractors” | means contractors who provide services to SHIN under a signed written agreement. All SHIN contracts contain extensive provisions to protect the security and confidentiality of person health information; |
| “Source Trustees” | means the trustees who are the source of the Diagnostic Imaging Data for the PACS, namely the RHAs who are participating in PACS; |
| “Source Trustee Committee” | means a committee consisting of one representative from each Source Trustee; |
| “trustee” | means a trustee as defined in HIPA; |
| “User Roles” | means a user who is authorized to access the PACS Application; |

SCHEDULE B

SHIN SERVICE TERMS AND CONDITIONS

1. Purpose

The purpose of this Schedule B to the PACS Services/Access Policy (the “Policy”) is to describe the terms and conditions associated with the provision of the SHIN Services by SHIN to the Source Trustee and Accessing Trustee.

Please see the Glossary attached as Schedule “A” to the Policy for defined terms.

2. Restrictions on Use and Disclosure of the PACS Object Code

Each Source Trustee and Accessing Trustee agrees:

(a) to take all reasonable steps to protect and maintain the confidentiality of the software associated with PACS (“PACS Software”), at all times using the same care and discretion to avoid disclosure or dissemination of the PACS software as the Source Trustee and Accessing Trustee uses with its own confidential information;

(b) to take all reasonable steps to prohibit, and to cooperate with SHIN in the prohibition of, the reverse engineering, decompilation or disassembly of the PACS Software, or the making of derivative works of the PACS Software; and

(c) to limit access to the PACS Software to those Users who have a need to know, and Users agree to only access the PACS Software for that purpose.

NOTE: This language is generally required by software licensors.

3. Source Trustee and Accessing Trustee Responsibilities

Each Source Trustee and Accessing Trustee will be responsible for the following:

(a) Managing and being responsible for all Users and user IDs authorized by them.

This will include:

(i) determining who is to access the Diagnostic Imaging Data and the appropriate level of access for each User and User Role; and

(ii) advising SHIN as soon as possible of any User who has been terminated or who may pose a security risk. It is important that SHIN is advised as soon as possible so that appropriate steps may be taken to disable the User’s

(b) ensuring all staff attend training sessions recommended by SHIN;

(c) advising SHIN if the Source Trustee or Accessing Trustee become aware of or reasonably suspect that there has been a security or confidentiality breach, or if a patient/client, patient representative or other individual has raised a privacy or security concern with respect to PACS; and

(d) granting representatives of SHIN reasonable access to any end-user system, which access includes without limitation both physical access and electronic access via telecommunications or other network connections, for the purpose of managing the application and monitoring/auditing access and use.

4. SHIN Responsibilities

SHIN, using HISC resources, the resources of other branches of Sask Health and SHIN Contractors, agrees to be responsible for the following:

(a) providing the SHIN Services to the Source Trustee and Accessing Trustee;

(b) maintaining all Diagnostic Imaging Data in strict confidence;

(c) accessing and using the Diagnostic Imaging Data only for the following purposes:

(i) use or disclosure of the Diagnostic Imaging Data to the extent necessary to provide the SHIN Services (e.g. Accessing the Diagnostic Imaging Data for the purposes of de-identifying the information or making data corrections); and

(ii) any other purpose authorized in writing by the applicable Source Trustee.

(d) to ensure appropriate and reasonable safeguards are in place to protect the Diagnostic Imaging Data when it is within systems or networks within SHIN's control;

(e) to advise the Lead Source Trustee(s) if SHIN becomes aware of or reasonably suspects that there has been a security or confidentiality breach or if a patient/client, patient representative or other individual has raised a privacy or security concern with respect to Diagnostic Imaging Data to reasonably cooperate with the Lead Source Trustee or any other Source Trustee in the investigation, review and resolution of such breach or concern.

5. Disclaimer and Limitation of Liability

(a) SHIN will, using HISC resources the resources of other branches of Sask Health, and SHIN Contractors take reasonable steps to maintain the availability of PACS and SHIN Services, and will ensure PACS contains reasonable safeguards to protect the accuracy and integrity of the Diagnostic Imaging Data.

(b) Except as described in section 5(a), the SHIN Services, as well as PACS and other SHIN provided applications accessible by the Source Trustees and Accessing

Trustees are provided on an “as is” and “as available” basis. There is no warranty or guarantee that the SHIN Services or PACS will be available, or that the Diagnostic Imaging Data contained therein will be accurate or complete. It is expressly recognized that the Diagnostic Imaging Data may be incomplete and should be reviewed with subject patients/clients/clients for completeness and accuracy by the Source Trustees and Accessing Trustees and their authorized Users;

(c) Use of PACS and the Diagnostic Imaging Data is at the Source Trustee’s and Accessing Trustee’s sole risk and is in no way intended to replace or be a substitute for professional judgment;

(d) In no event will any past or present Minister of Health, SHIN, HISC, Sask Health or their employees, contractors or agents be liable for any special indirect or consequential damages for any act or omission, regardless of whether the action for such damages is brought in tort, including without limitation negligence and contract including without limitation fundamental breach.

6. Security Notice

(a) SHIN using HISC resources and the resources of other branches of Sask Health, and SHIN Contractors may monitor access to PACS to protect the Diagnostic Imaging Data and security of PACS. By accessing PACS the Source Trustees and Accessing Trustees and the Users are expressly consenting to these monitoring activities.

7. Termination

(a) SHIN may terminate a Source Trustee’s or Accessing Trustee’s access to the SHIN Services:

(i) without cause upon 60 days prior written notice; or

(ii) immediately upon material breach of this Schedule or the Policy by the Source Trustee or Accessing Trustee;

(b) The Source Trustees or Accessing Trustees may terminate the SHIN Services:

(i) without cause upon 60 days prior written notice; or

(ii) immediately upon material breach of this Schedule or the Policy by SHIN;

(c) Upon termination of a Source Trustee’s access to PACS, the patient/client data for that Source Trustee will be transferred to the Source Trustee. The Source Trustee will be responsible for all reasonable costs associated with such transfer.

8. Amendment

SHIN may, with the unanimous consent of all the Source Trustees, amend these terms and conditions by providing written notice to the Accessing Trustees. This notice may be provided in writing or electronically.

9. Service and Confidentiality Agreements

Some Source Trustees already have Service Agreements and Confidentiality Agreements in place with SHIN, and the intention of these Terms and Conditions is not to modify the terms of such other Agreements. Where:

- (a) a Service Level Agreement is signed for PACS under a Master Services Agreement between SHIN and a Source Trustee, or
- (b) a Data Schedule is signed for PACS under a Confidentiality Agreement between SHIN and a Source Trustee,

the terms of the Master Services Agreement and Service Level Agreement or Confidentiality Agreement and Data Schedule will govern to the extent of any inconsistency with these Terms and Conditions.