

**AMENDING AGREEMENT to the
PUBLIC HEALTH SERVICES DATA SHARING AGREEMENT
(addition of Panorama Electronic System)**

This Amendment to the Data Sharing Agreement made effective _____.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
SASKATCHEWAN, AS REPRESENTED BY THE MINISTER OF HEALTH**

(the “Ministry”)

AND:

eHEALTH SASKATCHEWAN

(“eHEALTH”)

AND:

**ATHABASCA HEALTH AUTHORITY INC., CYPRESS REGIONAL HEALTH
AUTHORITY, FIVE HILLS REGIONAL HEALTH AUTHORITY, HEARTLAND
REGIONAL HEALTH AUTHORITY, KEEWATIN YATTHÉ REGIONAL
HEALTH AUTHORITY, KELSEY TRAIL REGIONAL HEALTH AUTHORITY,
MAMAWETAN CHURCHILL RIVER REGIONAL HEALTH AUTHORITY,
PRAIRIE NORTH REGIONAL HEALTH AUTHORITY, PRINCE ALBERT
PARKLAND REGIONAL HEALTH AUTHORITY, REGINA QU’APPELLE
REGIONAL HEALTH AUTHORITY, SASKATOON REGIONAL HEALTH
AUTHORITY, SUN COUNTRY REGIONAL HEALTH AUTHORITY, and
SUNRISE REGIONAL HEALTH AUTHORITY**

(collectively the “RHAs”)

AND:

NORTHERN INTER-TRIBAL HEALTH AUTHORITY INC.

(“NITHA”)

WHEREAS:

1. The Parties entered into a Data Sharing Agreement for Public Health Services dated July 24, 2009 (the “Data Sharing Agreement”);

2. The Data Sharing Agreement contains provisions authorizing the addition of additional Electronic Systems to be governed by the Data Sharing Agreement;
3. The SIMS Electronic System is being replaced with another Electronic System called Panorama (“Panorama”) and the data on the SIMS Electronic System is planned to be transferred to and become part of Panorama;
4. Panorama has been evaluated by the DSA Committee pursuant to Article 4 of the Data Sharing Agreement with a conclusion that it should be added as an Electronic System to the Data Sharing Agreement;
5. The SIMS Electronic System will be decommissioned as an Electronic System and all system user rights will be view only and subsequently disabled; and
6. The Parties wish, by this Amending Agreement, to record the replacement of the SIMS Electronic System with Panorama and to evidence the requirements under the Data Sharing Agreement for adding Panorama as an Electronic System to that Agreement.

The parties agree as follows:

1. All terms in this Amending Agreement shall have the same meaning as those in the Data Sharing Agreement.
2. The Data Sharing Agreement is amended by:
 - (a) adding the Panorama Electronic System as an Electronic System which is subject to the Data Sharing Agreement; and
 - (b) adding as Schedule “C” to the Data Sharing Agreement the attached Appendix entitled “Schedule “C” Panorama Immunization Management System Joint Service and User Access Policy” outlining the Policy for using the Panorama Electronic System and the rules governing data in the System.
3. For the purposes of sections 4.3 and 5.3 of the Data Sharing Agreement:
 - (a) each Party hereto consents to the proposed addition of the Panorama Electronic System as an Electronic System subject to the Data Sharing Agreement and to the terms of the attached Appendix to this Agreement;
 - (b) each Party agrees, whether in its role as a Source Trustee or Accessing Trustee to follow and be bound by the terms of the attached Appendix.

4. The Parties further agree that:
- (a) the data in SIMS Electronic System be migrated into the Panorama Electronic System; and,
 - (b) after launch of the Panorama Electronic System, Source Trustees and Accessing Trustees will have “view only” access to the SIMS Electronic System. Such access will remain until the SIMS Electronic System is decommissioned, and the Ministry will provide at least 90 days prior written notice to the remaining Parties before access to SIMS is ended. For greater clarity, the terms and conditions of Schedule “B” to the Data Sharing Agreement entitled “Saskatchewan Immunization Management System Joint Service & Access Policy” will continue to apply to the access, use and disclosure of personal health information obtained from the SIMS Electronic System

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

SASKATCHEWAN MINISTRY OF HEALTH

Per:

Printed Name:

Title:

ATHABASCA HEALTH AUTHORITY INC.

Per:

Printed Name:

Title:

FIVE HILLS REGIONAL HEALTH AUTHORITY

Per:

Printed Name:

Title:

eHEALTH SASKATCHEWAN

Per:

Printed Name:

Title:

CYPRESS REGIONAL HEALTH AUTHORITY

Per:

Printed Name:

Title:

HEARTLAND REGIONAL HEALTH AUTHORITY

Per:

Printed Name:

Title:

**KEEWATIN YATTHÉ REGIONAL
HEALTH AUTHORITY**

Per:

Printed Name:

Title:

**MAMAWETAN CHURCHILL RIVER
REGIONAL HEALTH AUTHORITY**

Per:

Printed Name:

Title:

**PRINCE ALBERT PARKLAND
REGIONAL HEALTH AUTHORITY**

Per:

Printed Name:

Title:

**KELSEY TRAIL REGIONAL HEALTH
AUTHORITY**

Per:

Printed Name:

Title:

**PRAIRIE NORTH REGIONAL
HEALTH AUTHORITY**

Per:

Printed Name:

Title:

**REGINA QU'APPELLE REGIONAL
HEALTH AUTHORITY**

Per:

Printed Name:

Title:

**SASKATOON REGIONAL HEALTH
AUTHORITY**

Per:

Printed Name:

Title:

**SUNRISE REGIONAL HEALTH
AUTHORITY**

Per:

Printed Name:

Title:

**SUN COUNTRY REGIONAL HEALTH
AUTHORITY**

Per:

Printed Name:

Title:

**NORTHERN INTER-TRIBAL
HEALTH AUTHORITY INC.**

Per:

Printed Name:

Title:

APPENDIX

SCHEDULE “C”

PANORAMA IMMUNIZATION MANAGEMENT SYSTEM JOINT SERVICE & USER ACCESS POLICY

1. High Level Policy

This Policy is approved as the Joint Service & User Access Policy applicable to the Panorama System (“Panorama”) under the Public Health Services Data Sharing Agreement (“DSA”), effective July 24, 2009. Defined terms within the DSA have the same meaning within this Policy.

The identifiable Data stored in Panorama constitutes personal health information and personal information. It is subject to the provisions of *The Public Health Act, 1994* and *The Health Information Protection Act*, *The Freedom of Information and Protection of Privacy Act*, and *The Local Authority Freedom of Information and Protection of Privacy Act*. In some cases the *Personal Information Protection and Electronic Documents Act* (Canada) (“PIPEDA”) will also apply.

Collection and use of the personal health information within Panorama is restricted to Authorized Health Purposes only as described in this Policy. Use (including viewing and secondary use) or disclosure for any other purpose is strictly prohibited.

2. Scope

Panorama is a database containing Registration and Immunization Data respecting Saskatchewan patients/clients.

The Ministry of Health, Population Health is responsible for the overarching provincial framework for the policy and program direction relating to surveillance and assessment of immunization, chronic diseases, and communicable diseases within the province pursuant to *The Public Health Act, 1994* and its Regulations, in this instance *The Disease Control Regulations*.

The trusted organizations that are storing data within Panorama are the Source Trustees as defined in the DSA.

The organizations that will be authorized to collect and use the Registration and Immunization Data within Panorama are the Accessing Trustees as defined in the DSA. Collection and use by users within the Accessing Trustees will include “view and print only” and data entry/update/view based on the user role rules approved by the DSA Committee.

Source Trustees will be considered Accessing Trustees when they or their authorized users collect or use Registration and Immunization Data from another Source Trustee. For example, where a Saskatoon resident presents in Regina for service the Saskatoon Health Region will be the patient/client's Responsible Source Trustee, while the Regina Qu'Appelle Regional Health Authority will be the Accessing Trustee for that patient/client's Registration and Immunization Data collected through Panorama.

eHealth Saskatchewan ("eHealth") serves as the information management services provider ("IMSP") for Panorama. For the purposes of this Agreement an IMSP is defined pursuant to *The Health Information Protection Act* (HIPA) at subsection 2(j) and section 18 and in accordance with the attached Terms and Conditions (Appendix "2").

3. Purpose

The purpose of this Policy is to:

- (a) set out the responsibilities and rules of collection, use, and disclosure for the Ministry, Source Trustees and Accessing Trustees who are collecting, using and disclosing Registration and Immunization Data; and
- (b) act as an information management services agreement between the Ministry, Source Trustees, Accessing Trustees and eHealth.

This Policy applies to:

- (a) the Ministry of Health;
- (b) all Source Trustees who store Registration and Immunization Data within Panorama;
- (c) all Accessing Trustees who collect and use Registration and Immunization Data within Panorama;
- (d) all Users employed or associated with the Source Trustees and/or the Accessing Trustees who collect, use or disclose the Registration and Immunization Data within Panorama; and
- (e) eHealth in its role as the IMSP.

By signing on or connecting to Panorama, an Accessing Trustee's Users are using confidential personal health information. As a condition to allowing the Accessing Trustee's Users to sign on or connect to the Panorama application, each Accessing Trustee agrees to abide by and be legally bound by this Policy.

4. Legislative Authority

The Public Health Act, 1994, (Sask) (“PHA”)

The Disease Control Regulations, (Sask) (“DCR”)

The Freedom of Information and Protection of Privacy Act (“FOIP”)

The Local Authority Freedom of Information and Protection of Privacy (“LA FOIP”)

The Health Information Protection Act, (Sask) (“HIPA”)

Personal Information Protection and Electronic Documents Act, (Canada) (“PIPEDA”)

5. Interpretation

Please see Appendix “1” to this policy for a Glossary of Terms.

6. Detailed Policy

6.1 Accountability

6.1.1 Source Trustees and Accessing Trustees

Each patient/client will be assigned to a Responsible Source Trustee based on the location where the patient/client resides. When a patient/client moves such that their immunization services will be normally provided by another Source Trustee, responsibility for the patient/client will be transferred to the new Source Trustee within Panorama.

Each Source Trustee will exercise custody and control over the Registration and Immunization Data respecting the patient/clients assigned to it, and will thus be considered the “trustee” of such data. Each Source Trustee agrees to comply with this policy and with the PHA and the DCR, FOIP, LA FOIP and the overarching principles of HIPA in its collection, use and disclosure of Registration and Immunization Data, whether or not it would be subject to such laws in the absence of this Policy.

Each Source Trustee and each Accessing Trustee shall:

- (a) appoint an individual who will be responsible for privacy for Panorama, and inform the Ministry, eHealth and the DSA Committee of that individual's name, position and contact information;
- (b) with respect to Registration and Immunization 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; and
 - (iii) prevent the unauthorized login or use (including viewing), disclosure or modification of the information; and
- (c) comply with, and ensure its employees' and Users' compliance with, PHA, FOIP, LA FOIP, HIPA and with any other applicable statutory authorities, including statutory authorities whose standards apply by agreement under the DSA and this Policy.

6.1.2 Collection, Use and Disclosure of Registration and Immunization Data

The Responsible Source Trustee for Registration and Immunization Data is the trustee of such data while it is stored or transmitted within Panorama.

Once Registration and Immunization Data has been incorporated into an Accessing Trustee's records, this Policy will no longer apply. In such event:

- (a) The parties agree to that they will treat the information in the Accessing Trustee's records in the same fashion as is provided for in Section 20 of HIPA which provides:
 - (1) Where one trustee discloses personal health information to another trustee, the information may become a part of the records of the trustee to whom it is disclosed, while remaining part of the records of the trustee that makes the disclosure.
 - (2) Where personal health information disclosed by one trustee becomes a part of the records of the trustee to whom the information is disclosed, the trustee to whom the information is disclosed is subject to the same duties with respect

to that information as the trustee that discloses the information.

For example, if a User prints off Registration and Immunization Data for a patient/client and places it within the Accessing Trustee's medical record for the patient/client, the Accessing Trustee will be subject to the duties of a trustee with respect to the Registration and Immunization Data.

The Accessing Trustee specifically acknowledges that the Registration and Immunization Data must not be used or disclosed for any purpose other than for the Authorized Health Purpose for which it was collected in accordance with section 6.2 of this Policy except as authorized by the PHA or its regulations.

The Accessing Trustee agrees to:

1. protect the confidentiality and security of all Registration and Immunization Data collected and used by it to the same or higher standard as HIPA;
2. all rules and responsibilities as outlined in this Policy, and
3. comply with any and all other laws applicable to it.

Each Source Trustee and Accessing Trustee will be responsible for designating who within their organization will have user rights to the Registration and Immunization Data within Panorama. Each Source Trustee and Accessing Trustee accepts responsibility for ensuring that Users authorized by them comply with this Policy and do not improperly collect, use or disclose Registration and Immunization Data. It is the responsibility of each Source and Accessing Trustee to ensure they have authority to collect, use and disclose the Registration and Immunization Data as outlined in this Policy.

6.1.3 Entry of Registration and Immunization Data

Each Source Trustee and Accessing Trustee will be responsible to determine who within their organization will be permitted to make use of functionality which enables the entry of Registration and Immunization Data into Panorama, and to verify that each User with such permission is properly authorized for a particular role and has all necessary licenses and authorities associated with that role.

Each Source Trustee and Accessing Trustee accepts responsibility for ensuring that Users authorized by them comply with this Policy and do not improperly enter Registration and Immunization Data.

Each Source Trustee and Accessing Trustee will be responsible to ensure that any Registration and Immunization Data collected and provided by the Source Trustee

or Accessing Trustee and its Users is reasonably accurate, and that the Source Trustee or Accessing Trustee has taken reasonable steps to ensure the accuracy of such data.

6.1.4 Information Management Service Providers

eHealth Saskatchewan will be acting as the information management service provider for Panorama. eHealth will provide the following services (“eHealth Services”):

- (a) establishing and maintaining the technical infrastructure for Panorama within the Data Centre;
- (b) managing the networks within eHealth’s control required for Panorama;
- (c) testing the above infrastructure and networks, along with the interfacing to other networks, including the data feed for the Shared Client Index (“SCI”) and eHR Viewer;
- (d) project management services for the development and deployment of the Panorama;
- (e) operation and technical support for Panorama including help desk services;
- (f) de-identification, auditing and reporting services; and
- (g) reviewing data integration, change management, and ensuring Information Technology (“IT”) conformance, data accuracy, integrity, and quality in partnership with the Ministry and Source Trustees.

Panorama will be centrally hosted on servers located within the eHealth Data Centre in Regina, Saskatchewan.

6.2 Identifying Purposes. The Registration and Immunization Data stored within the Panorama Database shall only be collected, used and disclosed for the following authorized health purposes (the “Authorized Health Purposes”):

- (a) to provide and support the provision of immunization services to the patient/client to whom the information relates (applies to Source and Accessing Trustees);
- (b) to provide immunization management services for clients to reduce under-immunization/missed opportunities for immunization, prevent duplicate immunizations, and reduce adverse reactions (limited to Source Trustees only);

- (c) to provide and support the provision of medical and health services other than immunization services to the patient/client to whom the information relates (applies to Source and Accessing Trustees – limited to physicians and nurses only);
- (d) to provide and support treatment and provision of communicable disease related immunization services to the patient/client to whom the information relates (applies to Source and Accessing Trustees – limited to physicians and nurses only);
- (e) to contain and/or manage communicable disease outbreaks as authorized under the PHA or DCR (limited to Ministry of Health and Source Trustees).

De-identified and aggregated data may be used for monitoring, inventory control, evaluation and research to support the immunization programs and communicable disease prevention and control programs managed by the Ministry of Health. Collection, use and disclosure of the Registration and Immunization Data stored within Panorama for any other purpose must be approved in writing by the appropriate Source Trustee(s).

6.3 **Consent.** All Source and Accessing Trustees agree to obtain express or implied consent for the collection, use and disclosure of the Registration and Immunization Data of patients/clients within Panorama. It remains the primary responsibility of each Source and Accessing Trustee to manage consent and revocation of consent for its patient/clients at the point of service.

The revocation of consent is not retro-active.

To assist clients who may not be comfortable with the collection of information in Panorama, there is the option to request and receive a consent block, or to create a pseudonym.

6.3.1 A *Refuse Consent for Display & Disclosure* can be associated to the Risk Factor, which would require that users have Consent for Override permissions, and causes an additional business activity audit to be triggered requiring the user to enter in a reason why the override was selected. This override triggers an additional business activity audit over and above the regularly scheduled Panorama audit activity related to client record use.

6.3.2 Another alternative is that a *Client Details Pseudonym* may also be used. This would involve leaving the client/patient's actual Health Services Number ("HSN"), but updating their name information to a pseudonym (e.g. Jane Smith) that would preserve privacy in the event any nominal

report containing Risk Factor data was developed. The preferred approach would be to recommend that all address and telephone data are recorded accurately.

The Source Trustees and Accessing Trustees agree to follow any other procedures approved by the DSA Committee from time to time regarding communication and patient control.

- 6.4 Limiting Collection, Use and Disclosure.** The Ministry of Health, Source Trustees and Accessing Trustees and their authorized Users may only collect, use and disclose Registration and Immunization Data stored within Panorama on a need to know basis in accordance with the user roles approved by the DSA Committee for an Authorized Health Purpose.
- 6.5 Accuracy.** All Source Trustees and Accessing Trustees and their authorized Users will take reasonable steps to ensure the accuracy of any information entered into or updated by them within Panorama, and agree to follow any procedures recommended by the DSA Committee from time to time.
- 6.6 Testing.** Details relating to the collection, use and disclosure of Registration and Immunization Data in furtherance of testing Panorama and its interfaces with other systems will be determined by eHealth and subject to the approval of the DSA Committee. Where practical, de-identified information will be used for testing.
- 6.7 Safeguards.** Each Source Trustee and Accessing Trustee agrees that appropriate physical, organizational and technological measures as outlined in section 6.1.1 will be put in place within their organization to protect the security and confidentiality of the Registration and Immunization 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 recommended by the DSA Committee.

- 6.8 Openness.** Each Source Trustee and Accessing Trustee will ensure that patient/clients have access to the organization's privacy and security policies and procedures.
- 6.9 Individual Access/Amendment.** Each Source Trustee and Accessing Trustee agrees to address requests for a patient/client's access to their Registration and Immunization Data within Panorama. Most Source and Accessing Trustees will have a print function, and are able to print the record at the client's request. If they do not have print functions, they will refer the patient/client to the appropriate Responsible Source Trustee. All requests for amendments will be referred to the Responsible Source Trustee for a patient/client's Registration and Immunization Data.

Notification of changes or amendments to name, address or marital and dependant living situations should also be referred to Health Registry for updates to Person Health Registration System (“PHRS”) and SCI.

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 Registration and Immunization Data stored in Panorama.

6.10 Complaints. All complaints relating to Panorama will be referred to the appropriate Source Trustee for investigation, review and resolution. Written notice of all complaints and ultimate resolution (on a de-identified basis) will also be provided to the Chair of the DSA Committee.

All Source Trustees agree to have appropriate and reasonable policies, procedures and forms to address privacy concerns or complaints raised by patient/clients. All complaints with respect to Panorama generally will be referred to the Chair of the DSA Committee for investigation, review and resolution.

6.11 Limits on Authority. For greater certainty, the DSA Committee has no authority or jurisdiction with respect to any of the rights, duties and powers assigned to the Ministry of Health or the Source Trustees pursuant to any provincial legislation including, without limitation, the PHA, FOIP and HIPA.

Amendment. The DSA Committee may amend this Policy by providing written notice to the Accessing Trustees. Each amendment will become binding on an Accessing Trustee thirty (30) days after written notice of the amendment is provided to the Accessing Trustee.

7. Procedures/Policies

7.1 Implementation.

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, by way of agreement or in its application form to become an Accessing Trustee;
- (b) Each User will receive a copy of this Policy from the Source Trustee or Accessing Trustee who approves the User, and will acknowledge their responsibility to maintain confidentiality of the information and to access and use the information only for purposes authorized by this Policy;
- (c) During training, each Source or Accessing Trustee, as the case may be will ensure that each User for which they are responsible receives a copy of this Policy and has its provisions explained to them; and

- (d) When logging onto the application, Users will be reminded of the confidential nature of the Registration and Immunization Data stored in Panorama, and that the user rights assigned are subject to their compliance with this Policy.

8. *Suspension/Termination of Access Rights*

- 8.1 Suspension or termination of rights of Accessing Trustee.** The DSA Committee may suspend an Accessing Trustee's right to collect, use and disclose Registration and Immunization Data under this Policy if the DSA Committee believes the Accessing Trustee has not complied with the privacy laws applicable to it, with the terms of the DSA, or with the terms of this Policy. The DSA Committee shall inform the Accessing Trustee of the suspension in writing and shall provide the Accessing Trustee an opportunity to make representations to the DSA Committee. The DSA Committee may reinstate the Accessing Trustee's rights under this Policy or, if it appears to the DSA Committee that the Accessing Trustee will not or cannot comply with its obligations, the DSA Committee may rescind the Accessing Trustee's user rights and standing to Panorama.