



1. Definitions

In this Terms of Use ("TOU"), the following words and expressions have the following meanings unless the context otherwise requires:

"Access" means the act of viewing or being privy to information in the HDPBC System such that the Information is deemed disclosed to the Organization;

"Activities" means Manipulation and analysis of the Information to meet the stated objectives of a Project, which forms an integral component of the Project Record;

"Agreement Manager" means the person who is responsible for sending and receiving notices under this Agreement for each Party;

"Collection" means obtaining legal possession of information through either direct means (such as directly from the person that the information is about) or indirect means (such as through a person's electronic health record);

"Conflicting Foreign Order" means any order, subpoena, directive, ruling, judgment, injunction, award or decree, decision, request, or other requirement issued from a foreign court, agency of a foreign state or other authority outside Canada, or any foreign legislation for which the compliance with would or could potentially breach FOIPPA;

"Control" with respect to Information, means the power or authority and accountability to manage the Information throughout its life cycle, including restricting, regulating, and administering its use or disclosure in accordance with applicable legislation;

"Custody" with respect to Information, means having physical or logical possession of a record, even though the possessor does not necessarily have control of the record. Physical or logical possession may include responsibility for Access, managing, maintaining, preserving, and disposing Information, and providing security therefor;

"Direct Identifier" means any data element that can be uniquely attributable to an individual (including, but not limited to, their name, address, email address, phone number, personal health number, medical record number, social insurance number, etc.);

"Disclosure" means the point at which the Organization extracts (collects), electronically or onto paper, any Information from the HDPBC System;

"FOIPPA" means the Freedom of Information and Protection of Privacy Act [RSBC 1996] Ch. 165 as amended or replaced from time to time;

"HDPBC" means Health Data Platform BC, which supports research and analysis both within the health sector and in academia by allowing access to health data from multiple sources to be brought together as required (on-demand) on a single secure platform;

"HDPBC Approval" or "HDPBC Approved" means that a Project that has received approval following HDPBC processes;

"Indirect Identifier" means a data element that is not uniquely attributable to an individual, in and of itself, but which may be used in combination with other indirect identifiers to uniquely identify an individual. Date of birth, geographic location, and postal code are examples of Indirect Identifiers;

"Information" means all information which is provided to the Organization and Organization users by HDPBC for a specific HDPBC Approved Project. Information may or may not include Personal Information as defined by FOIPPA;

"Link" means using Manipulation to establish a logical relationship between data in two or more data files through the use of data elements that are held in common by the files that are linked;

"Manipulation" means the execution of procedures using tools that enable data contained within one or more data files to be viewed or altered. For greater clarity, these activities also including masking values, changing values, applying labels to values, linking data files, or creating one or more files of information that contain subsets of values within a body of information;

<p>"Mobile Device" means any device that is portable and can store information. Examples of Mobile Devices include, but are not limited to, USB memory sticks, external hard drives, laptops, tablets, smartphones, cellular phones, cameras, video cameras, audio recording devices, CDs, DVDs, and any other portable device which can store data;</p>
<p>"Organization Designate" means the individual and alternate responsible for prioritizing and approving HDPBC projects from the Organization.</p>
<p>"Organizational Analyst" means an individual associated with the organization that HDPBC has approved to have Access to one or more specific Systems and/or Information associated with an HDPBC an Approved Project as per the HDPBC Data Access Framework. Please refer to Section 16 of this Agreement document for more information;</p>
<p>"Participant" means an individual whose data or responses to interventions, stimuli, or questions by a researcher are relevant to answering a research question;</p>
<p>"Participant Contact Information" means a Participant's personal contact information such as their mailing address, phone number, or email address;</p>
<p>"Personal Information (PI)" has the meaning given to it in FOIPPA;</p>
<p>"Personal Identity Information" is any information that alone, or in combination with other Direct or Indirect Identifiers, that uniquely identifies an individual;</p>
<p>"Physical Security" means physical controls that are put in place to protect information (such as locks, alarms, cabinets, etc.);</p>
<p>"PIPA" means the <i>Personal Information Protection Act</i>, [SBC 2003] Ch. 63 as amended or replaced from time to time;</p>
<p>"PIPEDA" means the Canadian <i>Personal Information Protection and Electronic Documents Act</i> as amended or replaced from time to time;</p>
<p>"Point of Contact" means the individual and alternate within the Organization who is responsible for receiving and responding to related HDPBC questions/communications using the Health System Information Analysis and Reporting Request Management System;</p>
<p>"Project" means a project conducted in accordance with the terms and conditions of this Agreement;</p>
<p>"Project Collected Data" means data which was collected by an Organizational Analyst or other team member either directly from Participants or indirectly from a party other than the HDPBC;</p>
<p>"Project Record" means the official record established for each Project approved by the HDPBC Data Access Framework (see Section 16 for more information regarding the HDPBC Data Access Framework);</p>
<p>"Re-Identification/Re-Identify" means the process where Indirect Identifiers are subject to Manipulation, or where statistical procedures are applied to Indirect Identifiers, in order to uniquely identify a Participant;</p>
<p>"Source Data" means data collected and held by HDPBC for a non-research purpose that originated from a participating system;</p>
<p>"System(s)" means any HDPBC operated information system(s);</p>
<p>"Transmission" means the transfer of electronic information from one place to another (such as through Secure File Transfer Protocol);</p>
<p>"Use" means the use of Information after Access has been provided to the Organization for an approved research purpose; and</p>
<p>"User(s)" means any HDPBC Organizational Analyst or other individual who has been provided with access to HDPBC Information or Systems(s).</p>

2. Purpose

The purpose of this document is to ensure that individuals authorized to access and use HDPBC Information understand and adhere to the protocols and protective measures in place to safeguard such Information.

3. Acknowledgement

Users acknowledge that while accessing HDPBC Systems Users will view/acquire Information that is personal, sensitive, and confidential, including Information that may identify a person, place (e.g., health authority, health service delivery area, hospital), or provider (e.g., physician, nurse, midwife).

Users have read, understood, and agree to abide by the following:

A. Legislative and Policy Compliance

- A1. Users have read and understand the HDPBC policies (attached in Appendix A) concerning the privacy and management of PI in HDPBC Systems.
- A2. Users will only access Information in HDPBC Systems which relates directly to the specific requirements listed in the approved Project Record, and Users will use such Information only for and to the extent authorized.
- A3. Users understand and acknowledge that the Information and use of the HDPBC Systems is subject to obligations of privacy under FOIPPA, and that Users are also required to respect and uphold the privacy of patients and providers about whom the Information pertains to, in accordance with FOIPPA.
- A4. Users understand and acknowledge that all Information to which they may have access in the HDPBC Systems is strictly confidential and is not to be communicated to or in any way disclosed to any person in any manner except as permitted under this Terms of Use (TOU) and any associated HDPBC Data Access Agreement (see Appendix A: Additional Health Data Policies for Reference for more information).
- A5. Users understand that, in order to ensure the privacy and confidentiality of Information, HDPBC staff may conduct periodic security audits, including monitoring Users' access to and use of HDPBC Systems and Information, and Users agree that, at the request of HDPBC administrators, Users will cooperate with any such audit process by providing relevant information or documents.
- A6. Users will ensure that Information obtained from the HDPBC Systems is accessed, used, and disclosed only for purposes related to the conduct described in the relevant Approved Project Record and in compliance with applicable national and international regulations.

B. Data Access and Release

- B1. Users will ensure that access to HDPBC Systems are in accordance with the specific requirements of the Users' roles and duties at the Users' Organization as described in the relevant approved Project Record.
- B2. Users will not access HDPBC Systems from outside of Canada unless such access is authorized under FOIPPA and is approved by the HDPBC Health Data Council.
- B3. Users will not access User's Personal Health Record or the health record of any member of the User's family, friends, co-workers, other colleagues, or any other persons who do not fall within scope of the approved Project Record.
- B4. Users agree to adhere to any conditions of approval set out during the HDPBC approval process for the approved Project Record.
- B5. Users may only use the Information approved in the Project Record. If Users have access to multiple HDPBC projects, Users will not share Information between projects.

C. Physical Security

- C1. Users will only apply to transfer Information outside of the HDPBC Systems if it is specified in the Users' approved Project Record and Users have received authorization to do so.
- C2. Users will treat all Information transferred out of HDPBC Systems in accordance with the conditions specified during the HDPBC output review process. Users are reminded of their obligations under FOIPPA to protect the privacy of HDPBC Information.
- C3. Users will obtain specific approval through the HDPBC Technical Output Review process before sharing or distributing information or data obtained through HDPBC.
- C4. Users will ensure the data is not subject to access by unauthorized persons.
- C5. Users will ensure that any transmission of data or information is done in an HDPBC-approved manner and is consistent with the output category definitions as put forward in the HDPBC Data Access Framework (please email MoHAnalytics@gov.bc.ca to access a copy of the HDPBC Data Access Framework).
- C6. Users will not view PI or confidential Information in an environment where individuals who are not approved to view the Information may view it.
- C7. Users will take precautions to ensure no one else can view the Information that they have access to or are authorized to transfer outside of HDPBC systems.
- C8. Users will advise the HDPBC immediately at MoHAnalytics@gov.bc.ca upon learning of any incidents of known or suspected breaches of this TOU.

D. Technical Security

- D1. Users acknowledge that after completing work at a computer used to access to the HDPBC System, they will log off from the computer. If Users must leave the computer unattended, they will log off or use a password-protected screen saver to prevent unauthorized access to the HDPBC System.
- D2. Users understand and agree that they are responsible for maintaining the confidentiality of their username and password.
- D3. Users understand that any misuse of their username and password, intentional or unintentional, violates HDPBC Policies (see Appendix A) and could subject them to disciplinary, legal, and other actions.
- D4. Users will be accountable for any access to data performed using their username and password.
- D5. Users will not share their username or password with anyone else under any conditions.
- D6. Users will inform the HDPBC Front Counter at MoHAnalytics@gov.bc.ca immediately upon loss of their password or suspected disclosure of their password to another person.
- D7. Users will only store HDPBC Information in a secure location authorized and as described in their approved Project Record and approved HDPBC Data Access Request.

By using the HDPBC, Users acknowledge that they have read and understood the terms set out above. Users further acknowledge that this TOU is binding upon them, and that any breach of this TOU, the HDPBC Policies, or FOIPPA may give rise to legal action against them including, without limitation, termination of their rights of access to HDPBC Systems, disciplinary sanctions, and civil court action.

Appendix A: Additional Health Data Policies for Reference

[Access to Data for Health Research](#)

[Freedom of Information and Protection of Privacy Act](#)

- A. HDPBC has the legal authority and discretion to disclose approved Information to the Organization under sections 33(3)(h) or s. 33(2)(c) of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 (“**FOIPPA**”) with participant consent.
- B. HDPBC has the legal authority to collect Project Collected Data into a HDPBC system designated to support research and other analytical activities under section 26(c) and s.27(1)(b) as per s.33 of FOIPPA.

Health Data Platform Data Access Agreement

Please email MOHAnalytics@gov.bc.ca for more information regarding the Health Data Platform Data Access Agreement documentation.