

## **OPOR PROVIDER PORTAL USER AGREEMENT**

The OPOR Provider Portal has been established as a repository of a patient's health care information from health systems across Nova Scotia.

Nova Scotia Health Authority ("**NSH**") is the administrator of the OPOR Provider Portal and is responsible for granting access to the OneContent ("**OC**") system and the Drug Information System ("**DIS**") on behalf of the Department of Health and Wellness ("**DHW**").

NSH, DHW, and Izaak Walton Killam Hospital ("**IWK**") remain the custodians responsible for the personal health information collected, stored and accessed through the OPOR Provider Portal.

This User Agreement defines the Access Services establishes the obligations, responsibilities, terms and conditions that Users will be subject and governing the provision of access to personal health information in the OPOR Provider Portal by NSH to Users, which access shall be for the sole purpose of providing or supporting patient health care.

### **SECTION I – TERMS AND CONDITIONS FOR ALL USERS**

#### **SECTION II – ADDITIONAL TERMS AND CONDITIONS FOR ONECONTENT USERS**

#### **SECTION – ADDITIONAL TERMS AND CONDITIONS FOR DRUG INFORMATION SYSTEM USERS**

This Agreement governs the use of the OPOR Provider Portal by all Users (sometimes referred to as "**You**"). Please review these conditions carefully. If You do not agree to abide by these Terms of Use, You will not be permitted to use the OPOR Provider Portal.

### **SECTION I – TERMS AND CONDITIONS FOR ALL USERS**

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree with each other as follows:

#### **1. DEFINITIONS**

##### **1.1 In this agreement**

- (a) "**Access Services**" means the provision of OPOR Provider Portal to enable user access to personal health information from OPOR Provider Portal in accordance with the level of access requested for the user, including access to OC systems and DIS systems as permitted in accordance with Sections II and III of this Agreement.
- (b) "**Employer Sponsor**" means a Licensed Health Professional who is a registered OPOR Provider Portal account holder who [supports] the registration of a Health Care Support Personnel.
- (c) "**Force Majeure**" shall have the meaning ascribed thereto in section 17.1.
- (d) "**Health Care Support Personnel**" means authorized back office administrative staff or health care technical support personnel, who is not a Licensed Health Professional.



- (e) **“Licensed Health Professional”** means, regulated health professionals licensed to practice in Nova Scotia such as Chiropractors, Counselling Therapists, Dentists, Licensed Practical Nurses, Optometrists, Pharmacists and Physicians.
- (f) **“Notices”** shall have the meaning ascribed thereto in section 13.1.
- (g) **“OPOR Provider Portal”** means the repository of patient health care information from health information systems across Nova Scotia such as lab results, diagnostic information, clinical reports, and Drug Information System medication profiles.
- (h) **“Personal health information”**, means personal health information as defined in PHIA.
- (i) **“PHIA”** means the Personal Health Information Act (Nova Scotia).
- (j) **“User”** means a person who is authorized to access the OPOR Provider Portal in the Province of Nova Scotia which may include, without limitation, (i) Licensed Health Professionals, (ii) Health Care Support Personnel.

## 2. **INFORMATION RIGHTS**

- 2.1 All Users acknowledge that NSH, DHW and IWK are the custodians of the Personal Health Information collected in the OPOR Provider Portal and each custodian may disclose such Personal Health Information in compliance with the provisions of PHIA.
- 2.2 NSH is not responsible for the inappropriate use or disclosure of information made available through the OPOR Provider Portal, including information about you, or with respect to any third party, by any User given access to the OPOR Provider Portal.

## 3. **TERM**

- 3.1 This Agreement shall commence from the Execution Date and shall remain in force on an ongoing basis unless terminated as per section 15 of this Agreement.

## 4. **ACCESS FOR USERS**

- 4.1 Users must be authenticated before granted access to the OPOR Provider Portal using approved identities either from NSH. Users may use their own business, clinic, or personal emails to register for the service. NSH can monitor and revoke access at any time.
- 4.2 The use of OPOR Provider Portal for reasons other than those prescribed will be treated as a breach of this Agreement.
- 4.3 Once granted access you represent, acknowledge and agree that:



- (a) You are of legal age to form a binding contract and have the authority to enter into this Agreement.
- (b) For Health Care Support Personnel, You are authorized by an Employer Sponsor to access the OPOR Provider Portal.
- (c) Users are solely responsible and accountable for protecting the security of User's account. If you have any reason to believe that unauthorized access to your account has occurred, you must immediately notify NSH and provide any and all information relevant to the incident(s) in question.
- (d) If you receive information via the OPOR Provider Portal that you believe is inaccurate, incomplete, corrupted in transmission or not intended for you, you must immediately notify NSH for clarification. Further, if NSH determines there is a need for corrective action, you agree to cooperate fully until the matter is resolved to the satisfaction of NSHA.
  - (i) If you are an Employer Sponsor, you are also responsible for providing and administering authorized use of the OPOR Provider Portal by Users in your organization that you sponsor. Without limiting the generality of the foregoing, you are responsible for notifying NSH immediately upon any sponsored User ceasing to be employed by your organization with a clear request for NSH to deactivate such Users access credentials.

## **5. USER VERIFICATION**

- 5.1 NSH will only grant access for the authorized User(s) listed in the OPOR Provider Portal External User Access Request Form.
- 5.2 If you are a Licensed Health Professional, you must submit evidence of your professional licensing documentation to support the requested Access Services (including the requested level of access), including verification with professional registries and colleges, which shall include the requirement to:
  - (a) provide a copy of User's professional license to be uploaded along with the User Access Request Form; and
  - (b) verify the identity of the User or other individual requesting access using video conferencing technology or other forms of virtual communication as directed by NSH staff to authenticate the individual's government-issued photo identification document and professional license.
- 5.3 If you are Health Care Support Personnel, you must submit evidence of authorization from an Employer Sponsor, who must be a Licensed Health Professional in good standing with current access credentials as a registered account holder, to support the Health Care Support Personnel's requested Access Services (including the requested level of access), which shall include the requirement to:



- (a) provide a copy of their Employer Sponsor's license to be uploaded along with the User Access Request Form; and
- (b) verify the identity of the User or other individual requesting access using video conferencing technology or other forms of virtual communication as directed by NSH staff to authenticate the individual's government-issued photo identification document and professional license.

## **6. ACCEPTABLE USE OF SYSTEM**

- 6.1 The User is responsible for using the OPOR Provider Portal in accordance with NSH's policies and procedures, solely for the purpose of providing or supporting patient care.

## **7. MONITORING AND AUDIT OF SYSTEM USE**

- 7.1 NSH reserves the right to monitor and audit the use of Access Services by a User and to employ any tools and applications it may deem appropriate.
- 7.2 NSH reserves the right to suspend or terminate the access of any User without notice, in accordance with section 15.2 below.

## **8. NOVA SCOTIA HEALTH RESPONSIBILITIES**

- 8.1 The following will be the responsibility of NSH:
- (a) To provide appropriate notice to the User of any planned outages or upgrades; and
  - (b) To provide education materials on the appropriate procedures for the collection, use, and disclosure of personal health information in the OPOR Provider Portal.

## **9. OBLIGATIONS OF THE USER**

- 9.1 The User shall:
- (a) where necessary, notify NSH of any potential errors found in the OPOR Provider Portal data and collaborate to make corrections as applicable;
  - (b) not alter the settings, passwords and configuration of any hardware, software or network component that facilitates access to the OPOR Provider Portal without the prior written agreement of the NSH;
  - (c) assume full responsibility for installation and configuration of access software and refrain from holding the NSH or its information services support provider liable or responsible for any loss or corruption of data or hardware failures as a result of installation or use;
  - (d) use the Access Services only for the functions prescribed in this Agreement;



- (e) not access the OPOR Provider Portal from outside Canada unless prior written approval has been received from the NSH;
- (f) as an Employer Sponsor notify NSH when the employee User leaves the organization they are associated with.

9.2 Users are responsible for maintaining the confidentiality and security of their account and password, and you are fully responsible for all activities that occur when logged into OPOR Provider Portal using your login details or password, and for any other actions taken in connection with the account or password. You agree to (a) immediately notify NSH of any known or suspected unauthorized use(s) of Your password or account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password; and (b) ensure that you exit from your account at the end of each session. We will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your account and/or password.

## **10. LIMITATION OF LIABILITY AND INDEMNITY**

- 10.1 NSH shall not be liable, upon a claim or action whether based in contract, tort, indemnity or contribution, or otherwise, for any injury or damage (including death) to the person or for the loss or damage to the property of the User, or loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss in any manner based upon, occasioned by or in any way attributable to the performance of this Agreement unless such injury, loss, or damage is caused solely and directly by the negligence of an officer or servant of the NSH while acting within the scope of his or her employment.
- 10.2 You (as a User or Employer Sponsor), at your own expense, shall defend, indemnify and hold harmless NSH from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by NSH in connection with any claim arising out of any breach by you of this Agreement or claims arising from your use of the OPOR Provider Portal. You shall use your best efforts to cooperate with NSH in the defense of any claim. NSH reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification pursuant to this section.
- 10.3 The provisions of this section shall survive the termination of this Agreement.

## **11. WARRANTIES**

- 11.1 NSH does not warrant that the operation of the OPOR Provider Portal will be uninterrupted or error-free and you hereby acknowledge that the OPOR Provider Portal and any data or other content included within the OPOR Provider Portal is being provided on an "as is" basis.
- 11.2 OPOR does not warrant that any data or other content included within the OPOR Provider Portal is accurate, up to date or fit for any purpose.



- 11.3 Without limiting the generality of the foregoing, NSH makes no representations or warranties of any kind, express or implied, oral or written, including without limitation, warranties of satisfactory quality, non-infringement of any intellectual property, or fitness for a particular purpose and NSH hereby expressly disclaims any such warranties to the maximum extent permitted by law.

## 12. **CONFIDENTIALITY**

- 12.1 Any information accessed via the OPOR Provider Portal is considered confidential and therefore must be treated by Users accordingly. NSH will conduct regular audits to ensure confidential information is protected against unauthorized access, use, disclosure, copying, modification, or disposal.
- 12.2 “Confidential information” includes, but is not limited to, information relating to patients (such as health records, registration information, financial history, etc.).
- 12.3 You acknowledge that the OPOR Provider Portal allows you to access certain pieces of patient and/or other information protected by law. You represent, warrant and covenant to:
- (a) keep confidential any information obtained while using OPOR Provider Portal;
  - (b) comply with the terms and conditions of this Agreement related to access and use of confidential information, and the Privacy and Security Policy
  - (c) collect, access, use and disclose confidential information on a “need to know basis” only, and only the minimum amount required, as required for my role or as required by law;
  - (d) communicate confidential information only to persons authorized to receive such information;
  - (e) not access confidential information of family, friends, co-workers or any other individual, unless they are under my direct care, or I need to as part of my official duties, or policies governing OPOR Provider Portal;
  - (f) not share my OPOR Provider Portal user access details with anyone;
  - (g) not alter, destroy, copy, or interfere with confidential information, except with written authorization and in accordance with policies and procedures governing OPOR Provider Portal; and
  - (h) immediately report all incidents involving loss, theft, or unauthorized access to confidential information to NSH’s Privacy Office.
- 12.4 You agree that any breach of your duty to maintain confidentiality may result in corrective actions, which may include, but is not limited to retraining, loss of access to systems, access suspension, reporting a User’s conduct to a professional regulatory body or sponsor, restriction, or revocation of privileges.



12.5 The NSH and the User agree that each Party shall:

- (a) Not use, reproduce, or otherwise make available, proprietary information (including firewall, network or host configurations) provided by the other Party to any person, firm or enterprise (other than each Party's employees or agents who have a need to know such information for the purposes of the Agreement), unless specifically authorized in writing to do so by the other Party; and
- (b) Ensure that any collection, use and disclosure of personal health information within OPOR Provider Portal is done in accordance with PHIA.

12.6 Both Parties shall keep confidential the terms of this Agreement and all data and other information which comes into their possession pursuant to, or as a result of, or in the performance of this Agreement and shall not divulge such information to any third party without the prior written consent of the other, during the term of this Agreement and after termination.

12.7 Notwithstanding clauses 12.1 and 12.2 above, confidential information, including the terms of this Agreement may be disclosed by the Parties:

- (a) to the extent required or permitted by law, including but not limited to the *Freedom of Information and Protection of Privacy Act*, or
- (b) pursuant to applicable policies of NSH.

### 13. **NOTICE**

13.1 All notices, requests, demands or other communications (collectively, "**Notices**") required or permitted to be given by one Party to the other Party pursuant to this Agreement shall be communicated via email, moveit or by facsimile transmission to such other Party.

13.2 All Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, forty-eight (48) hours after 12:01 a.m. on the day following the day of the mailing thereof.

### 14. **AMENDMENT**

14.1 This Agreement shall not be amended or varied in any respect except in writing signed by duly authorized representatives of both Parties. Any such amendments or variations to this Agreement shall apply on the effective date stated in such amendment or variation.

14.2 Notwithstanding clause 15.1, the NSH may amend its policies, procedures and requirements and such amendments shall be effective on and after the NSH provides the User with Notice of any such amendments.





## 15. TERMINATION

- 15.1 NSH may terminate this Agreement, suspend or deactivate the account of any User by notice in writing if the User materially breaches this Agreement and does not remedy the default or put all reasonable steps in place to prevent the default from recurring, to the satisfaction of NSH, no later than 10 days from the date of notice.
- 15.2 Notwithstanding section 15.1 above, NSH reserves the right to suspend or terminate the access of any User without notice, at its discretion, including in order to protect the security of the OPOR Provider Portal or the confidentiality and privacy of the Personal Health Information in the OPOR Provider Portal.
- 15.3 Users may terminate this Agreement by deactivating their account.
- 15.4 Termination will not affect the rights of the Parties to seek legal redress in the event of any breach of this Agreement.
- 15.5 Accounts will be made inactive after 100 consecutive days of inactivity and automatically deleted 30 days after the inactivity date.

## 16. COPYRIGHT

- 16.1 Ownership of copyright in all programs, documents and electronic forms supplied to the User by NSH shall remain the property of the NSH. The User may use these programs, documents and electronic forms on the terms and conditions of the licenses granted by the NSH. If the copyright is owned by the NSH, the User has a license to use, for its internal business purposes while this Agreement remains in force.

## 17. FORCE MAJEURE

- 17.1 A “**Force Majeure**” event means an event beyond the reasonable control of either Party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a Party’s obligations under this Agreement including but not limited to:
  - (a) Fire, floods, storms, tempests, earthquakes, or other natural disasters;
  - (b) Any act of a public enemy, war, civil disorders, rebellions, revolution, riot act; and
  - (c) Any change in applicable law or regulation or in its interpretation by any judicial body, tribunal, or regulatory authority to the extent that such event makes it impossible or illegal to perform, or prevents compliance with, or the performance of that Party’s obligations under this Agreement.
- 17.2 If either Party is unable to perform its obligations under this Agreement because of any Force Majeure event, the Party unable to perform shall promptly give written notice to the other Party.





- 17.3 The “disadvantaged Party” may, at its option, so long as such inability to perform continues suspend the application of this Agreement including any performance obligations relating to such Force Majeure period.
- 17.4 Neither Party shall be liable to the other for damages or other claims resulting from a Force Majeure event or related lack of performance.
- 17.5 An event that would or could otherwise constitute a Force Majeure event for the purposes of this Agreement is not a Force Majeure event which can be relied on by a Party to the extent that the impact or the event itself could have been prevented or mitigated by steps which were reasonable.

## 18. GENERAL

- 18.1 This Agreement is subject to any changes in applicable government legislation made during the term of this Agreement.
- 18.2 If any provision contained in this Agreement is held to be illegal, invalid, or unenforceable by a Court having jurisdiction it shall be severable, shall be deemed to be deleted from this Agreement and shall not affect the validity of enforceability of other provisions in this Agreement.
- 18.3 This Agreement is governed by and construed in accordance with the laws of Nova Scotia.
- 18.4 Delay, concession, or waiver by either Party in enforcing against the other any term or provision of this Agreement shall not prejudice or restrict the rights of that Party, nor shall any delay, concession or waiver establish or operate as a waiver or precedent in respect of any subsequent breach of this Agreement.
- 18.5 Each Party acknowledges that it has read this Agreement, understands it, and acknowledges that it has had the opportunity to obtain independent legal advice with respect to it and agrees to be bound by it.
- 18.6 The User acknowledges that it has read, understands, has had the opportunity to obtain legal advice with respect to and agrees to adhere to the policies, procedures and requirements in this agreement.
- 18.7 In the event that the policies, procedures, and requirements are amended, deleted, or added to, the User agrees to be bound by the policies, procedures and requirements as amended, effective on and after the date it has been provided with notice of such amendments by the NSH.

## SECTION II – ADDITIONAL TERMS AND CONDITIONS FOR ONECONTENT USERS

This Section II applies to Users accessing the OC System via the OPOR Provider Portal.

**NOTICE:** OneContent access is only provisioned for roles that require access. This Section II only applies to those approved Users requiring OneContent access as part of their role (an “**OC Approved User**”).



NSH is prepared to grant access to OneContent via the OPOR Provider Portal for OC Approved Users on the following terms and conditions:

1. NSH reserves the right to disable or suspend access (without notice) or terminate access (with prior notice) to OneContent to any User at any time, if NSH has concerns, suspects or determines, in NSH's sole discretion, that any of your account has been compromised or that anyone has gained unauthorized access to or security of Personal Health Information.
2. The OC Approved User shall immediately report to the NSH Privacy Office (Privacy@nshealth.ca) any breach, or suspected breach of patient privacy or system security that comes to its attention as a result of access to the OC System.
3. The OC Approved User agrees that any violation of the terms and conditions of the User Agreement or NSH privacy and confidentiality policies will be subject to disciplinary action and additionally, NSH in its sole discretion may terminate the OC Approved User's access to the OPOR Provider Portal and/or OneContent. The OC Approved User and NSH will immediately advise the other if they become aware of any violations.
4. The OC Approved User shall immediately notify OPOR Provider Portal support team (email ID to be added once finalized) if access is no longer required as part of their assignment at which time their user access will be terminated or suspended.
5. The OC Approved User understands that this access to OneContent is only permitted through OPOR Provider Portal, and it is the responsibility of the User to maintain access to OPOR Provider Portal, failure of which will disable the OC Approved User's access to OneContent via OPOR Provider Portal.
6. All OC Approved Users shall keep their OC system passwords confidential and shall never disclose them to another person. It is a breach of security for an OC Approved User to allow another person to access OC or to enter information under his/her password.

### SECTION III – ADDITIONAL TERMS AND CONDITIONS FOR DRUG INFORMATION SYSTEM USERS

This Section III applies to Users accessing the DIS via the OPOR Provider Portal.

**NOTICE:** DIS access is only provisioned for roles that require the access. This Section III only applies to those approved Users requiring DIS access as part of their role (a “**DIS Approved User**”).

NSH is prepared to grant access to the DHW DIS system via the OPOR Provider Portal for approved users on the following terms and conditions:



7. NSH reserves the right to disable or suspend access (without notice) or terminate access (with prior notice) to DIS to any User at any time, if NSH has concerns, suspects or determines, in NSH's sole discretion, that any of your account has been compromised or that anyone has gained unauthorized access to or security of Personal Health Information.
8. The DIS Approved User shall immediately report to the NSH Privacy Office any breach, or suspected breach of patient privacy or system security that comes to its attention as a result of access to the DIS.
9. The DIS Approved User will ensure it adheres to any additional terms related to the DIS imposed by DHW and agrees to complete any required training associated with use of DIS.
10. The DIS Approved User is responsible to immediately notify ICT Service Desk at [ServiceDesk@nshealth.ca](mailto:ServiceDesk@nshealth.ca) if access is no longer required as part of their assignment at which time their user access will be terminated or suspended.
11. The DIS Approved User understands that this access to DIS is only permitted through the OPOR Provider Portal, and it is the DIS Approved User's responsibility to maintain access to OPOR Provider Portal, failure of which will disable the DIS Approved User's access to DIS via OPOR Provider Portal.
12. All users of DIS may have their access to, and general use of DIS audited at any time and without notice.
13. All DIS Approved Users shall keep their DIS passwords confidential and shall never disclose them to another person. It is a breach of security for a DIS Approved User to allow another person to access DIS or to enter information under his/her password.
14. The DIS Approved User agrees that any violation of the terms and conditions of the User Agreement or NSH privacy and confidentiality policies will be subject to disciplinary action and additionally, NSH in its sole discretion may terminate the DIS Approved User's access to the OPOR Provider Portal and/or DIS. The DIS Approved User and NSH will immediately advise the other if they become aware of any violations.

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[Signature]

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[Name]

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[Date]