

**CRITICALL ONTARIO SECURE FILE TRANSFER PORTAL (SFTP)  
Terms of Acceptable Use**

CritiCall Ontario is a program of Hamilton Health Sciences Corporation (HHS) funded by the Ministry of Health and Long-Term Care (MOHLTC) to deliver priority provincial services to support hospitals in providing access to urgent and emergency care for Ontario patients. To protect the privacy rights of patients, the interests of patients and the participating hospitals with the legislative requirements under the *Personal Health Information Protection Act, 2004* (PHIPA) and other applicable Provincial legislation, each individual *Authorized User/Agent* (referred to as “I” and “me” in what follows) must accept and comply with the following to access SFTP Reports:

1. I will abide by the privacy and security policies, procedures and practices of the organization that has registered me as an authorized User and applicable legislation (including but not limited to PHIPA) and applicable professional standards and guidelines.
2. I will direct any inquiries I have about the privacy and security policies and procedures of my organization and applicable law to the Privacy Contact of my organization.
3. I will collect, use and disclose personal health information (PHI) accessed through the SFTP for the purpose of providing or assisting in the provision of health care (e.g. continuing care) for patients that my organization has registered me as an authorized User has referred, provided a consultation or accepted in transfer through the CritiCall Ontario Call Centre and will limit such collection, use or disclosure to what is necessary for such purposes.
4. If I believe that I am required by law to use PHI accessed through the SFTP for any other purpose, I will confirm such use with the Privacy Contact of my organization before proceeding and will only proceed with the express written consent of the Privacy Contact.
5. I will keep my computer access codes or access devices secure and will not share them with others and will ensure that I promptly log out of the SFTP at the end of each session. I will not attempt to, or circumvent, or facilitate the circumvention of the security features of the SFTP by any other individual.
6. If I print out or copy any patient PHI, I will ensure that such PHI is maintained in a secure manner and in accordance with the privacy policies of my sponsoring organization, or is disposed of in a secure manner. At no time will PHI obtained through the SFTP be stored on a mobile device.
7. I acknowledge and understand that my access rights to the SFTP for Reports are based on my role in my sponsoring Hospital. I will not transfer or assign my access rights to the SFTP to any other individual. I will notify my sponsoring organization immediately upon transferring my position or leaving the organization.
8. If I become aware of any security or privacy breaches involving PHI, privacy or security policies, procedures and practices implemented by CritiCall Ontario, I will notify the Privacy Contact of

my sponsoring organization or the CritiCall Ontario Help Desk at the first reasonable opportunity. I understand that CritiCall Ontario may launch a breach investigation and that investigation may include the sharing of my personal information.

9. I acknowledge that audits of access to and the use of PHI made under my User access account for the SFTP will be completed and that my personal information may be used or disclosed for the purpose of carrying out and acting upon the results of such audit.
10. I acknowledge that I must ensure the use of a personal identification number (PIN) or password on every device, including mobile devices, used to access the SFTP.
11. I acknowledge that I have read, have had an opportunity to seek clarification of, and understand the above obligations. By accepting this Agreement, I hereby acknowledge and agree that any unauthorized collection, access, use, disclosure, storage and disposal of confidential, personal or personal health information are serious breaches. Breach of the SFTP Terms of Acceptable Use for Access to Reports by me may result in disciplinary action that may include the disabling of my user account for the SFTP, termination of my working relationship with my organization, being reported to any regulated health professional college of which I am a member, being reported to Ontario's Information and Privacy Commissioner (IPC) and may be subject to legal action, fines, or penalties.