

AUTHORIZED USER TERMS OF USE AGREEMENT

BY ACCESSING AND USING THE ONTARIO HARM REDUCTION DATABASE AND THE ANALYTICS REPORTING TOOL HOSTED BY THE CENTRE FOR ADDICTION AND MENTAL HEALTH (“CAMH”), YOU ARE AGREEING, AS AN INDIVIDUAL USER TO BE BOUND BY THE TERMS AND CONDITIONS OF USE. IF YOU CANNOT OR DO NOT WISH TO BE BOUND BY THE TERMS, YOU MAY NOT USE THE DATABASE. BY SIGNING BELOW, YOU AGREE TO THE FOLLOWING TERMS:

- 1. Authorized User.** You have been designated by _____ [insert HR HSP name] (“Your Organization”) as an Authorized User to use the Ontario Harm Reduction Database and the related data analytics reporting tool (collectively, the “Database”). As an Authorized User, you may use the Database solely in the manner and for the uses set out below and subject to any further restrictions placed upon your use by Your Organization.
- 2. Permitted Use.** You are only permitted to use the Database and the data in the Database to support organizational planning, policy and quality improvement and supply management for Ontario’s Harm Reduction Database Initiative.
- 3. De-identified Data.** Measures have been taken to ensure that information in the Database does not contain personal information or personal health information as defined in the Personal Health Information Protection Act (“PHIPA”). The MOHLTC is being provided with information that has no personal identifiers.
- 4. Unauthorized Use.** Under no circumstances may you attempt to re-identify any of the information provided to you in the Database. In addition, notwithstanding that no PHI should be included in the Database, according to Ontario law and Your Organization’s internal policies, you may only collect, access, use and disclose personal information and/or personal health information (PHI) for patient/clients at Your Organization that you need to know to carry out your permitted duties for and on behalf of Your Organization and in accordance with PHIPA.
- 5. Fraudulent or Inappropriate Use.** You shall not use the Database in any manner that constitutes inappropriate or unacceptable use. You agree (i) not to share or disclose your user-id and/or password, encryption key or other system access tools to any other person; (ii) not to access the Database with another person’s credentials and password; (iii) not to use the Database to try to access or obtain personal information or personal health information about any individual other than in accordance with the Permitted Use as set out above; (iv) not to wilfully bypass or subvert physical, technological or procedural safeguards such as firewalls, web-filtering software or other access controls; (v) not to allow others to use the Database while you are logged in; (vi) to log out of the Database after each session of use; and (vii) to comply, at all times, with all applicable legal and regulatory requirements and with Your Organization’s security and privacy requirements in respect of the use of and access to the Database.
- 6.** Any fraudulent, abusive, unauthorized or otherwise illegal activity shall be grounds for suspension or termination of your credentials, at CAMH’s sole discretion and without liability to CAMH.

7. You understand that the Database will automatically track your activities in the Database system and periodic audits may be performed to ensure compliance.

8. You understand that the data contained in the Database is obtained from a number of harm reduction health service providers (“HR HSP’s”). Any such data is provided on an "as is" basis without any representation, warranty or condition, whether express or implied, statutory or otherwise, as to: quality; accuracy; completeness; legality; currency; reliability; efficacy or fitness for a particular purpose; uninterrupted access to the Database; error-free operation of the Database; and, the absence of computer viruses and other harmful components or corrupted data or information in the Database.

9. CAMH shall have no liability, whether direct, indirect, consequential, contingent, special or incidental, related to or arising from the information in the Database, unless such liability results from the acts or omissions caused (directly or indirectly) by the negligence of CAMH, as the case may be.

10. You must notify Your Organization and CAMH immediately of any unauthorized use by you of the Database or any other breach of security or unauthorized use regarding the Database that comes to your attention. If you think that another person knows your password, you must notify the Database helpdesk immediately.

11. You agree to provide all necessary assistance to Your Organization and to CAMH in regard to any privacy complaints of individuals and reviews conducted in respect of the Database.

BY SIGNING BELOW, YOU AGREE THAT you have read and understand the terms stated above and agree to be bound by this Authorized User Terms of Use when accessing the Database.

Name of User

Name of Witness:

User Signature (date)

Witness Signature (date)