



## REMOTE ACCESS SERVICE – TERMS OF USE AGREEMENT

In return for being authorized to access and use Remote Access Service, I agree to comply with the following Terms of Use:

### 1. Terms of Service

- 1.1. Southern Health-Santé Sud provides its Remote Access Service to the end user (“you”, “your”), subject to the terms of service set out in this agreement. In addition, when using a particular Application, you are subject to any posted guidelines or rules applicable to such Application.

### 2. Description of Service

- 2.1. Southern Health-Santé Sud currently provides users with access from private computers and private networks to the Regional network through secure Remote Access Service.

### 3. Description of Support

- 3.1. Southern Health–Santé Sud does not support private computers or private networks, and in addition, does not have remote access to private computers. In this particular service you would be required to contact external support services if the issue relates to your private computer, browser or network.
- 3.2. Manitoba eHealth Service Desk remains available for regular support calls however, support for issues related to Remote Access Service will only be provided during regular business hours Monday to Friday (8:30am-4:30pm) except holidays as this services is offered for convenience and not as a clinical solution.

### 4. Access to Remote Access Service

- 4.1. I understand that my Remote Access Service privileges, as authorized by Southern Health-Santé Sud, are to be used as required to perform my employment duties or contractual obligations.

## **5. Provision of Remote Access Service**

- 5.1. I acknowledge that the content, format and nature of Remote Access Service may change from time to time without prior notice to me.
- 5.2. I agree that Southern Health-Santé Sud in its sole discretion, and without prior notice, may temporarily or permanently cease making Remote Access Service, or any of its features, available to me or to users generally.

## **6. My password and account security**

- 6.1. I am responsible for maintaining at all times the confidentiality of my user ID, my password and any other Remote Access Service user authentication identification that I am required to input to access Remote Access Service. I will not disclose them to or share them with anyone else, or leave them where others might see them.
- 6.2. I acknowledge that all actions taken in Remote Access Service under my user ID and password are deemed to have been taken by me, and I agree that I will be solely responsible for all activities that occur using my user ID and password. To help prevent others from accessing Remote Access Service using my user ID and password, I will log out of Remote Access Service as soon as I have completed each session.
- 6.3. If I suspect that my password has been obtained or used by another person, I will immediately notify the Manitoba eHealth Service Desk and change the password.
- 6.4. I am aware that my access to and activity on Remote Access Service will be logged and may be monitored, may be audited on a random basis and will be audited if a breach of security is reported or suspected.

## **7. Maintaining Confidentiality**

- 7.1. When a computer screen is displaying information from Remote Access Service, I will not leave it unattended and will ensure that no one is inappropriately viewing the screen.
- 7.2. I will access and use Remote Access Service only from computers which: (1) I am reasonably confident are secure; (2) are not available for public use; and (3) have suitable anti-virus and anti-spyware protections.

## **8. Duty to report breaches**

- 8.1. I will report any actual, suspected or potential privacy or security breaches involving Remote Access Service (whether caused by me or another person) immediately in accordance with the applicable policies and procedures, including to the Manitoba eHealth Service Desk.

## 9. Ending my relationship with Remote Access Service

- 9.1. If I want to terminate my access to Remote Access Service, I may do so at any time by notifying the Manitoba eHealth Service Desk.
- 9.2. Southern Health-Santé Sud, through Manitoba eHealth, may also terminate my Remote Access Service access at any time if:
- (a) I am no longer employed or engaged by Southern Health-Santé Sud.
  - (b) I am no longer carrying out the employment- or contract-related activities, duties or tasks that require access to Remote Access Service.
  - (c) I breach:
    - (i) any provision of these Terms of Use;
    - (ii) Southern Health-Santé Sud policies respecting access to Remote Access Service and the protection of Personal Health Information or Personal Information,or I have acted in manner which clearly shows that I do not intend, or I am unable, to comply with my obligations under any applicable law, agreement or policy;
  - (d) I conduct myself in a manner that puts Remote Access Service and the information in it at risk of unauthorized access, use, disclosure or retention; or
  - (e) Southern Health-Santé Sud terminate their agreement respecting the provision of access to Remote Access Service.
- 9.3. I understand that if my access to Remote Access Service has been terminated under Subsection 9.2(c) or (d), notification may be sent to my authorizing organization(s) and to any applicable professional bodies.

## 10. License Terms

- 10.1. I understand that Remote Access Service uses licensed software which is the property of the Licensor.
- 10.2. I will not:
- (a) sublicense or transfer my license to use Remote Access Service; or
  - (b) sell, lease, license or otherwise distribute Remote Access Service to any other person or third party.

## **11. Changes to the Terms of Use**

- 11.1. Southern Health-Santé Sud may make changes to these Terms of Use from time to time, and my continued use of Remote Access Service signifies my consent to those changes. In addition, I understand that changes to the Terms of Use may be brought to my attention upon access to Remote Access Service, in which case I will be asked to agree to the Terms of Use presented to me at that time.