



Health Canada Santé Canada

The Canadian Integrated Public Health Surveillance (CIPHS) Collaborative

Terms of Reference



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(Disponible en français sur demande)

Terms of Reference

Mandate and Vision

The CIPHS Collaborative membership is committed to promoting and protecting the health of all Canadians through the promotion, development and implementation of an integrated suite of information systems across Canada. The applications and databases can be integrated with other health care applications to support public health surveillance, healthy public policy, and programs and services within and across all levels of government. The availability of the information obtained will support the delivery of better quality health care and enhanced surveillance for reduced morbidity and mortality of the Canadian public. The system will improve the day-to-day business activities of public health professionals, and contribute to a national electronic population health record.

Responsibilities

CIPHS Collaborative members are expected to provide leadership and represent the public health community in their jurisdictions by:

- Providing overall strategic direction related to the development of shared public health applications and databases.
- Ensuring consistency of the shared public health applications and databases with evolving Pan-Canadian initiatives (e.g. Electronic Health Record).
- Promoting a uniform information management (IM) concept for public health in Canada.
- Maintaining an on-going liaison with governments, non-governmental agencies and collaborative (e.g., WHIC, HIA) to ensure coordination.
- Play a leadership role in influencing public policy and program development in the area of public health.
- Coordinating the future development and ongoing maintenance of the shared applications.
- Ensuring that public health information is captured, retained and transferred in a secure and agreed upon manner.
- Fostering a spirit of collaboration within a trusting and respectful environment.

Accountability

The Collaborative is accountable to its Executive Council for the delivery of all key responsibilities as defined above. The key responsibilities will be achieved through the following activities:

- Development of a strategic plan.
- Bi-annual review of priorities.
- Development of functional tools
- Keeping informed and aligning with Pan-Canadian initiatives.
- Development of Information Management standards and best practice guidelines.
- Participation in open and transparent governance.
- Participation in consultations as needed.
- Participation in semi-annual meetings and/or working groups as appropriate.
- Knowledge of collaborative, and jurisdictional privacy policy, legislative requirements and security standards.

Membership

1. Jurisdictional Representatives:

A maximum of four (4) members of each jurisdiction* are to be voting members of the Collaborative. Executive Council members are included in this allotment.

The suggested composition of the jurisdictional representation is as follows. Final composition rests with the jurisdictions:

- 1 senior provincial/territorial public health (Program) representative
- 1 senior provincial/territorial IT (Information Technology) representative
- 1 senior district (regional or local) representative
- 1 senior public health lab representative

Health Canada representation, as one of the four representatives, should include:

- 1 representative from First Nations and Inuit Health Branch
- 1 representative from the PPHB (Population and Public Health Branch)

* = A jurisdiction equals a province, territory, federal or local jurisdiction (if province opts out)

- The Director General from Centre for Surveillance Coordination
- The Project Authority from CIPHS

Once financially sustainable, Collaborative voting members are only those members from jurisdictions that have committed financially to the project. All other jurisdictions may have representation on the Collaborative, but do not have a vote. (Non-Voting Collaborative Members)

Non-voting Collaborative members (see above) are engaged in all discussions and consultations as appropriate, have access to information regarding projects, and can attend the “open” section of Collaborative Retreats at their own expense.

(note: formal buy-in pre-2005 represents involved in pilot, post-2005 represents financial commitment to Collaborative)

2. Committee Representatives (non-voting/ expenses paid):

A representative from each of the following Committees will be represented on the Collaborative. Jurisdictional cross-representation is not a consideration in the selection of these representatives.

- 1 representative from ACIET (Advisory Committee on Information and Emerging Technologies)
- 1 representative from ACPHHS (Advisory Committee on Population Health and Health Security)
- 1 representative from CDSS (Communicable Disease Surveillance Sub-Group)
- 1 representative from CPHLF (Canadian Public Health Lab Forum)

Collaborative Committees

The following committees are reporting committees or task force committees that are formed from the Collaborative membership.

Collaborative Executive Council

CIPHS Collaborative members are eligible for representation on the Collaborative Executive Council. Terms of Reference for the Executive Council are available under separate cover.

Collaborative Nominating Committee

5 members of the Collaborative membership will form a Nominating Committee. The Nominating Committee will self-select from the Collaborative and hold this position for three years. The Executive Council

will review the Nominating Committee's role, function and purpose each year.

Task Forces and any additional Executive Council Committee or Sub-Committee (of a limited time duration) will be struck at the call of the co-chair(s) and the Terms of Reference approved by the Executive Council.

Membership Terms

Collaborative members are appointed, by their jurisdictions, for a two-year term. This term is renewable for an additional year at the discretion of the Collaborative Executive Council.

Orientation of new Collaborative members will occur by their jurisdictional representatives with the support of the EC members as required.

Budget

At the present time, all costs associated with the Collaborative are born by Health Canada. As indicated in the CIPHS Transition 2002-2005 plan, presented at the November 2001 retreat, the Collaborative will gradually assume financial responsibility via contributions from its members until it becomes self-sustaining in 2005. Contribution levels and agreements are detailed in the Transition Plan (can be obtained from the Collaborative Manager).

Meetings

The Co-Chairs of the CIPHS Collaborative Executive Council are responsible for convening meetings. At the present time, Health Canada assumes financial responsibility for expenses incurred only by voting and committee members of the Collaborative to attend the CIPHS Collaborative Retreats.

Two general meetings will be held annually. The location will be determined on a meeting-by-meeting basis with due consideration for the national scope of the Collaborative membership.

Decision-Making

All Collaborative meetings will require quorum for decision-making. Quorum is achieved with 2/3 of the members are present at the meeting, or have cast their vote electronically.

Voting

Voting can be taken in person, with a show of hands, or electronically. Electronic votes will have a reasonable time limit attached for the purposes of closing the vote.

All formal decisions will be made by consensus (unless explicitly noted otherwise)

- Consensus is defined as follows:

90%-100%	accept
75%-89%	further consideration required
0-74%	reject

Secretariat

The CIPHS project will provide secretariat support for the Collaborative until the Collaborative is self-sustaining.

Minutes will be recorded by the Secretariat and circulated to Collaborative members in the form of a Retreat report. This report will be available on the Collaborative web site.

Intellectual Property

Intellectual property rights are defined in Appendix A of this document.

APPENDIX A

Intellectual Property Management

“Intellectual Property” (IP) includes designs, reports, photographs, drawings, plans, specifications, software, calculations and know-how created, drawn or produced in the course of the activities of the Collaborative, as well as the combination, compilation or configuration of data.

The principles governing the protection, management and use of IP are set out in the subsections below.

Section 1.1: Background Intellectual Property

Health Canada owns the IP rights for i-PHIS. It is agreed that a member who owns an existing IP retains such ownership, unless and to the extent it is alienated by written agreement.

In the event that one or several members (including external parties) own IPs that are required to use IP developed under the activities undertaken by the Collaborative, the member(s) will negotiate the necessary usage rights as soon as possible.

Section 1.2: Foreground Intellectual Property - Created by One Party:

In the case of an IP created in the course of the activities of the Collaborative as the result of contributions of only one member, this member has legal title to it and retains full control. However, a royalty-free, non-exclusive and irrevocable right of usage of the said IP by the other members of the Collaborative will be granted for health surveillance purposes.

Section 1.3: Foreground Intellectual Property - Created by More Than One Party:

When more than one member contributes in the course of an activity to creating the same IP, these members must whenever possible determine in writing their respective rights to the IP, and the rights of the other members of the Collaborative before the activity commences.

In the event that it is not possible to define the IP prior to commencing the activity, the members contributing to the creation of the IP must at the earliest date possible determine in writing their respective rights to the IP and the rights of the other members of the Collaborative. The terms relating to exercising such rights may be negotiated at any time at the request of one or several members.

Subsection 1.4: Distribution of IP Rights

Distribution of the IP rights resulting from activities carried out under the auspices of the Collaborative will take into account the activity's objectives as well as the positions of the members of the Collaborative.

Generally speaking, members of the Collaborative should be in a position to allow other members and third parties (such as contractors) to use the IP

produced by the Collaborative on a royalty-free basis, on condition that this usage complies with the objectives of the Collaborative and would not reasonably be considered to be harmful to its members.

Subsection 1.5: Custody of Source Code

Management of the source code will reside with the Executive Council. Custody of source code will reside with a third party organization decided upon by 2/3 majority vote of the Executive Council. Access to the source code and technical documentation for the *i*-PHIS software application, for the purposes of allowing a Collaborative member to modify it, is subject to the signing an agreement by both parties.