



**Information Sharing Agreement  
Revised 2014**

**INFORMATION SHARING AGREEMENT**

**THIS AGREEMENT, EFFECTIVE AS OF THE ● DAY OF ●, 2014 (“EFFECTIVE DATE”)**

**BETWEEN:**

**Children’s Treatment Network of Simcoe York,**  
a non-share capital corporation  
incorporated under the laws of Ontario

[referred to as “**CTN**”]

- and -

**[Network Participant Organization],**  
a non-profit corporation  
incorporated under the laws of Ontario

[referred to as “**Participant**”]

[together, “**the Parties**” and each a “**Party**”]

**WHEREAS** CTN is a non-profit corporation that has been established to coordinate health care, education, social and other services for children and youth with multiple special needs and their families;

**AND WHEREAS** CTN is a network administration corporation for a network of organizational participants (“**the Participants**”) (a list of whom shall be maintained on CTN’s website), from various health care, educational and social agencies and has developed a clinical software application that provides an integrated electronic client record and a single plan of care to support coordinated care among CTN and the Participants (“**Shared Electronic Record**”), subject to the consent of the client or substitute decision maker;

**AND WHEREAS** the Parties wish to ensure that authorized users from each of the Participants have access to the Shared Electronic Record for the purposes of developing and delivering the client’s plan of care and documenting those services and to share personal and personal health information by electronic means;

**AND WHEREAS** the Parties wish to enter into this Agreement in order to outline the rights, obligations and duties of each of them in relation to the Shared Electronic Record;

**FOR VALUE RECEIVED**, the sufficiency of which is acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1 The terms “collect”, “disclose”, “use”, “health care”, “health information custodian” (“HIC”), “health information network provider” (“HINP”), “individual”, “information practices”, “personal health information” (“PHI”) and “record” shall have the respective meanings ascribed thereto by PHIPA;
- 1.2 In relation to PHI, HICs that contribute PHI to the Shared Electronic Record shall be referred to as “Originating” HICs and HICs that collect PHI from the Shared Electronic Record shall be referred to as “Receiving” HICs;
- 1.3 “Agent” shall have the meaning ascribed thereto under PHIPA;
- 1.4 “Agreement” means this Agreement including the recitals and applicable Schedules, as amended from time to time;
- 1.5 “Authorized User” means the Participant and those employees, independent contractors or agents of the Participant who have applied for and been granted access to the Shared Electronic Record, subject to the terms and conditions set out herein;
- 1.6 “Client” in respect of any PHI or personal information, means the individual to whom it relates;
- 1.7 “CTN Policies” means the approved information practices and policies relating to the collection, use or disclosure of PHI or PI relative to the Shared Electronic Record, as amended from time to time, as maintained on CTN’s website;
- 1.8 “Director of Access” means the CTN Director of Access and Health Records;
- 1.9 “Hosted Staff” means those employees or agents of the Participant who are providing health care and case management services to clients of CTN pursuant to a service agreement between the Participant and CTN;
- 1.10 “Network Administrator” shall have the meaning ascribed thereto in Section 7.6;
- 1.11 “Network Administrator Services” shall have the meaning ascribed thereto in Section 7.6;
- 1.12 “Network Privacy Committee” shall have the meaning ascribed thereto in Section 9.
- 1.13 “Personal Information” or “PI” means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization. Personal information includes personal health information;
- 1.14 “Privacy Laws” include, but are not limited to PHIPA, the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), the *Freedom of Information and Protection of Privacy Act* (Ontario), the *Child and Family Services Act, 1990* (Ontario), the *Education Act* (Ontario), the *Public Hospitals Act* (Ontario) and the *Personal Information Protection and Electronic Documents Act* (Canada) and the respective regulations thereunder, as may be applicable to CTN and the Participant in relation to its respective obligations under this Agreement;
- 1.15 “Privacy Officer” means the CTN Privacy Officer;

1.16 “**Regulation**” means Ontario Regulation 329/04 made under PHIPA;

1.17 “**Shared Electronic Record**” means CTN’s clinical software application as described in the recitals above.

## 2. SCHEDULES

2.1 The following schedules shall be deemed to be part of this Agreement (check all that apply):

	Schedule A	Health Information Custodian Participant Organization – Host Staff
	Schedule B	Health Information Custodian Participant – No Host Staff
	Schedule C	Non-Health Information Custodian Participant Organization
	Schedule D	Health Information Network Provider Obligations
	Schedule E	Network Privacy Working Group Terms of Reference
	Schedule F	Confidentiality Agreement

## 3. STATUTORY COMPLIANCE UNDER PHIPA

3.1 CTN is:

- (a) a HIC in relation to its operation of programs for community health care through the provision of health care services by its Hosted Staff;
- (b) an Agent of each HIC to the extent that it is collecting, using or disclosing PHI on behalf a HIC, with the authorization of such HIC, as Network Administrator; and
- (c) a HINP in relation to the Shared Electronic Record, as further described in Section 3.3 below and Schedule D.

3.2 Each Party acknowledges and agrees that:

- (a) It is subject to and shall comply with applicable Privacy Laws;
- (b) Providing Authorized Users with access to the Shared Electronic Record constitutes the use or disclosure of PHI under PHIPA;
- (c) Receiving or accessing PHI through the Shared Electronic Record constitutes the collection of PHI under PHIPA and each subsequent viewing constitutes a use of that PHI; and
- (d) It will not collect, use or disclose PHI or PI if, or to the extent that it is aware that the individual has expressly withheld or withdrawn consent to such collection, use or disclosure.

3.3 It is acknowledged and agreed that:

- (a) in providing services to two or more HICs through the Shared Electronic Record to enable HICs to use electronic means to disclose PHI to one another, CTN is a HINP and is subject to the requirements under the Regulation; and
- (b) The Regulation imposes certain requirements for HICs and HINPs, including the requirement that the HINP enter into a written agreement with each HIC, as reflected in this Agreement and Schedule D.

#### 4. INFORMATION PRACTICES

4.1 CTN and the Participants shall work together to standardize their information practices in relation to the Shared Electronic Record to ensure that the collection, use and disclosure of PI and PHI is in compliance with Privacy Laws, this Agreement and industry best practices.

4.2 Each Party shall comply with this Agreement, any applicable Schedules and the CTN Policies, as amended from time to time.

4.3 Each Party agrees that:

- (a) it shall not act or omit to act in any manner or fashion that would prevent any other Party from discharging its statutory and/or regulatory responsibilities under Privacy Laws and this Agreement; and
- (b) it shall co-operate with, and facilitate, each other Party's efforts to discharge its statutory and regulatory responsibilities under Privacy Laws and this Agreement.

#### 5. ACCESS TO AUTHORIZED USERS

5.1 Prior to a new participant organization being granted access to the Shared Electronic Record, CTN shall illicit feedback from the Participants.

5.2 CTN may, in its sole discretion, grant access to the Shared Electronic Record to Authorized Users, subject to the following terms and conditions:

- (a) Access shall be granted in accordance with the CTN Policies.
- (b) With the assistance of the Participant, CTN shall be responsible for determining the level of access to be granted to each Authorized User, as is appropriate to his or her responsibilities/authorized purposes.
- (c) The Participant shall be responsible to:
  - (i) provide the Director of Access and Health Records with the names of individuals who require access to the Shared Electronic Record, dates of access, as well as any other information required by CTN; and

- (ii) promptly notify the Director of Access and Health Records if any individuals are no longer to have access to the Shared Electronic Record and the date upon which such access is to be terminated, if termination is not to be immediate.
- (d) CTN shall not grant access to an Authorized User unless and until he or she has:
- (i) agreed to be bound by the Privacy Laws, CTN Policies and any user terms and conditions as may be determined by CTN and the Participants from time to time; and
  - (ii) attended training on the CTN Policies, family-centred and integrated processes of care, and use of the Shared Electronic Record.
- (e) If a Participant or CTN becomes aware of an actual or potential privacy breach involving the Shared Electronic Record, that Party shall immediately contact the Privacy Officer, and invoke the privacy breach protocol as set out in the CTN Policies, which may include immediate suspension of an Authorized User's access, pending investigation.
- (f) If CTN revokes or suspends an Authorized User's right of access to the Shared Electronic Record as a result of an actual or alleged breach of this Agreement or Privacy Laws (including without limitation abuse or misuse of PHI), CTN shall promptly notify the Participant of such revocation or suspension of access and the reasons for it.
- (g) If CTN is of the view that an Authorized User has repeatedly or materially failed to comply with his or her responsibilities under this Agreement or under the Privacy Laws, it may give notice to the Participant of the grounds for such a view and terminate the Authorized User's access, unless satisfied that the Participant has taken reasonable steps to ensure that such failure(s) will not be repeated.

## 6. PERSONAL AND PERSONAL HEALTH INFORMATION

- 6.1 PI and PHI in the Shared Electronic Record shall remain the property of and shall be within the custody or control of CTN at all times. PI and PHI shall not be stored on any local device, including desktop, laptop or mobile storage devices.
- 6.2 If the Participant permits its Authorized Users to temporarily collect PI or PHI through a mobile or intermediate electronic device, the Participant shall ensure that such practices are in accordance with privacy best practices Privacy Laws, including strong encryption for PHI, and that such PHI is promptly and securely uploaded to the Shared Electronic Record. The Participant shall be solely responsible for any loss, theft or unauthorized access associated with use of such devices.
- 6.3 Any Client requests for access or correction or third party requests for disclosure of records of PI or PHI shall be promptly forwarded to the Privacy Officer for processing and coordination, unless otherwise agreed by the Parties. Requests for access and correction shall be dealt with in accordance with CTN Policies.
- 6.4 If the Participant becomes aware that any PI or PHI it has collected, used or disclosed has been stolen, lost, modified or accessed by any unauthorized person(s), it shall:

- (a) forthwith notify the Privacy Officer in writing thereof and provide reasonable particulars of such occurrence; and
  - (b) take reasonable steps to mitigate any potential deleterious effects arising from any improper collection, use or disclosure of PI or PHI.
- 6.5 The Parties shall be responsible, together, for determining who will notify any affected individuals in accordance with CTN Policies and PHIPA. Any notifications shall be carried out promptly.
- 6.6 CTN and the Participant shall use reasonable efforts to ensure that PI and PHI within the Shared Electronic Record is accurate, complete and up-to-date as necessary for its own purposes.
- 6.7 Subject to section 6.6, CTN does not warrant to the Participant the accuracy or the completeness of any PI or PHI collected by that Participant through the Shared Electronic Record, nor shall it be held liable or responsible in any way for clinical uses of, or decision-making processes relating to the use of, any such PI or PHI. The Participant acknowledges that any access is at its own discretion and risk.
- 6.8 The Parties agree to promptly notify the other with respect to any complaints or if it becomes aware of any investigation, audit or enquiry by any privacy regulatory or other governmental authority with respect to any PI or PHI within the Shared Electronic Record.
7. CTN RESPONSIBILITIES
- 7.1 CTN shall take reasonable steps to ensure the physical, administrative and technological security of the PI and PHI within the Shared Electronic Record relative to its obligations under this Agreement.
- 7.2 CTN shall be responsible for entering into any necessary agreements with third party software vendors to provide the Shared Electronic Record, as well as related technical support services for CTN and the Participants, as authorized by the Participant. CTN shall promptly communicate any upgrades, improvements or changes to the Shared Electronic Record that impact upon the Participant.
- 7.3 To the extent that CTN contracts with third party vendor(s) to carry out various functions related to PI or PHI within the Shared Electronic Record (i.e. storage and back up of PI and PHI), it shall enter into a written contract for services such that the vendor(s) agree to treat PI and PHI in compliance with Privacy Laws and terms and conditions no less stringent than the obligations under this Agreement.
- 7.4 CTN shall provide advance notice of any planned downtime which may impact access, and will try to schedule such downtime so as to minimize the disruption of access for the Participant.
- 7.5 CTN shall conduct an annual inventory of the number of records in the Shared Electronic Record and provide statistical information to the Participant.
- 7.6 In its role as Network Administrator, CTN shall provide the following services to the Participant (“**Network Administrator Services**”):
- (a) undertake system privacy audits to monitor compliance with information practices and to improve the security of the Shared Electronic Record, which may include, upon providing reasonable written notice, conducting a site visit of the Participant’s premises;

- (b) in conjunction with the Participant, conduct investigations into any potential privacy or security breaches or complaints associated with the use of the Shared Electronic Record and coordinate any notifications or responses in accordance with CTN Policies;
- (c) provide privacy training to the Participant and Authorized Users to augment the basic privacy training provided by the Participant, with particular focus on:
  - (i) information sharing in the collaborative environment;
  - (ii) use of the Shared Electronic Record, including consent procedures; and
  - (iii) privacy training for web-based access.
- (d) manage access to the Shared Electronic Record in accordance with this Agreement and CTN Policies;
- (e) develop, in consultation with the Participant, CTN Policies, training and communication materials relevant to the Shared Electronic Record and maintain them on its website; and
- (f) supply written support materials to the Participant to be provided to Clients and families relating to their privacy rights.

## 8. PARTICIPANT RESPONSIBILITIES

- 8.1 The Participant shall be responsible for ensuring the integrity and good working order of its own infrastructure, hardware and software systems so as not to compromise the system functionality or availability of the Shared Electronic Record.
- 8.2 The Participant shall designate an individual as the organization's primary contact for information and privacy issues. This contact person shall:
- (a) maintain for the System Administrator the Participant's list of Authorized Users for the Shared Electronic Record;
  - (b) be the primary contact for the organization, and the designate to work with the Privacy Officer on network-related privacy issues; and
  - (c) participate or designate the appropriate person to participate in the Network Privacy Working Group.
- 8.3 To the extent that the Participant intends to make significant changes to its information practices or systems that may affect the functioning of the Shared Electronic Record, it shall, at its sole cost, conduct such technical assessments or privacy impact assessments as are necessary or advisable in the circumstances and shall share these results with CTN prior to making such changes. CTN shall have the right, acting reasonably, to refuse to permit such changes.
- 8.4 To the extent that this is permitted by the Participant and CTN Policies, the Participant shall have sole responsibility for the privacy, confidentiality and security of any PI or PHI relating to the Shared Electronic Record on any local or mobile devices.

- 8.5 The Participant shall ensure that its Authorized Users comply with professional documentation practices and receive adequate training and supervision in relation to privacy and record keeping.
- 8.6 The Participant shall ensure that its Authorized Users have signed a Confidentiality Agreement in the in the form attached as Schedule F, as may be amended from time to time. The Participant shall promptly provide a copy to CTN and shall maintain a copy for its records.
- 8.7 The Participant shall be responsible for managing any issues with its Authorized Users that arise in connection with the Shared Electronic Record, in consultation with the Access Director or Privacy Officer.

## 9. NETWORK PRIVACY WORKING GROUP

- 9.1 Each Participant shall appoint a representative to participate in the Network Privacy Working Group and/or to undertake the functions set out in the Terms of Reference at Schedule E, as may be amended from time to time.

## 10. INDEMNITY AND INSURANCE

- 10.1 Each Party (an “Indemnitor”) agrees to indemnify and save the other Party harmless (the “Indemnified Party”) from any and all liability, loss, damages, costs and expenses (including reasonable legal fees) which the Indemnified Party may incur, suffer or be required to pay, arising out of or in any way related to:

- (a) Default by the Indemnitor (which term in this and in the following clauses shall include its agents, officers and directors) in the performance of any of its duties or obligations under this Agreement or Applicable Legislation. For greater certainty, it is acknowledged and agreed that CTN is not responsible for any goods or services provided by any third party vendor(s) in connection with the Shared Electronic Record;
- (b) Breach of privacy or confidentiality by the Indemnitor;
- (c) Negligent act or omission of the Indemnitor; or
- (d) Statutory or regulatory offences committed by the Indemnitor.

- 10.2 Each Party shall, so long as it is a Party to this Agreement, maintain in full force and effect general liability insurance in the minimum amount of \$5,000,000.00 per occurrence, and in such form as agreed upon by the Parties. Such insurance shall name the other Party as an additional insured with respect to this Agreement.

## 11. DISPUTE RESOLUTION

- 11.1 The Parties agree that in the event that a dispute or conflict arises in any way relating to this Agreement, the following dispute resolution process shall be followed:

- (a) the dispute shall be referred to the designated contact person and depending on the issue, the Director of Access, for matters related to access and technical security or Privacy Officer on

matters related to privacy and security, who shall, acting in good faith, seek to resolve the dispute or conflict in an amicable and constructive manner;

- (b) if the representatives of each Party are unable to successfully resolve the dispute or conflict, the matter may be escalated to the Network Privacy Working Group, Chief Executive Officer/Chief Administrative Officer/Executive Director level, or as otherwise appropriate to the issue;
- (c) if the Parties are unable to resolve the dispute through negotiation within thirty (30) days, then the matter shall be settled by arbitration conducted in accordance with the *Arbitration Act, 1991* (Ontario) by a single arbitrator.

## 12. TERM AND TERMINATION

- 12.1 The term of this Agreement shall commence on the Effective Date and shall remain in effect, subject to the rights of termination set out herein.
- 12.2 This Agreement may be terminated by the Participant or CTN, at any time, by giving at least 30 days prior written notice of termination or by mutual agreement of the Parties.
- 12.3 If a Party (“the Defaulting Party”) is in material default of its obligations hereunder, then the other Party may give notice of default to the Defaulting Party, specifying the nature of the default, and if the Defaulting Party has not, within ten (10) days after receipt of such notice, cured such default (or, if such default is not reasonably capable of being cured within such period, begun and continued diligently to cure it), the notifying Party may, by further notice to the Defaulting Party, terminate this Agreement with respect to the Defaulting Party.
- 12.4 In the event that there is a material breach of this Agreement by either the Participant or CTN which cannot be cured, this Agreement may be terminated immediately by giving written notice to the other Party.
- 12.5 This Agreement may be terminated by a Party upon by written notice, as far in advance as practicable, following receipt by a Party of:
  - (a) a direction from the Ministry of Children and Youth Services (the “Ministry”) in respect of the development, implementation or operation of CTN’s Shared Electronic Record which is inconsistent with this Agreement;
  - (b) termination or suspension of a Party’s licenses to use existing software systems required to implement this Agreement;
  - (c) failure by the Ministry or other a government funding agency to provide, or cessation of its provision of, sufficient funding to allow such Party to fulfill its obligations under this Agreement;  
or
  - (d) a change in Privacy Laws that is inconsistent with the roles and responsibilities of the Parties to this Agreement or which create obligations that are not contemplated by this Agreement.

12.6 If the Participant requires access to information in an individual client record for legal proceedings, such access shall be facilitated by the Privacy Officer, notwithstanding the termination or expiration of the Agreement.

12.7 The respective rights and obligations of the Parties under this Agreement shall survive the termination of this Agreement to the extent required to protect the continuing interests of the Parties.

### 13. GENERAL

13.1 **Assignment** - This Agreement may not be assigned by either Party without the express written consent of the other Party, or as directed by government or as required by law.

13.2 **Amending Procedure** - This Agreement may only be modified in writing and all modifications to this Agreement must be duly executed by the Parties in order to become effective.

13.3 **Governing Laws** - Applicable laws of the Province of Ontario and Canada shall govern as to the interpretation, validity and effect of this Agreement. The Parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under this Agreement.

13.4 **Changes that Affect the Agreement** – The Parties undertake to give one another written notice of any material changes in Privacy Laws or other relevant legislative or policy changes that are likely to affect the ability of one or more Party to comply with the terms of this Agreement.

13.5 **Independent Contractors** - This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties. Except as expressly set out herein, no Party shall have any right to obligate or bind any other Party in any manner whatsoever. Each Party shall ensure that neither it nor any of its agents represents to any third party that it or they have authority to bind any other Party.

13.6 **Notice** - Any notice or other document to be given by one Party to the other, will be in writing and delivered by mail, facsimile, courier or electronically as follows:

- (a) Children’s Treatment Network of Simcoe York  
13175 Yonge Street  
Richmond Hill, L4E 0G6

Attention: Louise Paul, CEO  
Tel: 877-719-4795 Ext. 2304  
LPaul@ctnsy.ca

- (b)

**IN WITNESS OF WHICH** the Parties have signed this Agreement under the hands of their proper signing officers.

Dated this ● day of ●, 2014:

**Network Participant Organization**

**CHILDREN'S TREATMENT  
NETWORK OF SIMCOE YORK**

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Signing Officer

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Louise Paul CEO

## **Schedule A – Participant Organization is Health Information Custodian and has Host Staff who are providing services to Clients of CTN**

### 1. DEFINITIONS

- 1.1 **“Host staff”** means those employees or agents of the Participant who are providing services to Clients of CTN pursuant to a service agreement and who are “Agents” of CTN for the purposes of PHIPA, relative to the provision of those services.

### 2. DATA SOURCES

- 2.1 This Agreement covers the following types and sources of data, which may be accessible to the Participant and/or Host staff through the Shared Electronic Record:

- (a) Demographics
- (b) Referrals
- (c) Consents
- (d) Family history
- (e) Comprehensive assessment data
- (f) Single Plan of Care and supporting processes
- (g) Clinical Notes
- (h) Third party reports

- 2.2 In addition, CTN is a member of the electronic Child Health Network (eCHN), and shall facilitate access to eCHN’s HiNet for the Participant and/or Host staff who are identified by the Participant and/or CTN as requiring access to eCHN in order to undertake their work-related activities.

### 3. CONSENT

- 3.1 The Parties shall ensure that consent has been obtained from the Client or Client’s substitute decision maker in order to collect, use or disclose personal information or PHI through the Shared Electronic Record.

- 3.2 The Participant shall promptly advise CTN’s Privacy Officer and System Administrator if a Client withdraws consent or places any restrictions on his or her PI or PHI.

- 3.3 If the Participant does not have the consent of the Client to disclose all of the PHI that is considered reasonably necessary for the purpose of providing health care to the Client, it shall:

- (a) not disclose the Client’s PHI through the Shared Electronic Record; and
- (b) notify CTN, pursuant to subsection 20(3) of PHIPA, that it is not disclosing all of the PHI that it considers reasonably necessary for the purpose of providing health care to the Client.

## **Schedule B – Participant Organization is Health Information Custodian**

### **1. DATA SOURCES**

1.1 This Agreement covers the following types and sources of data, which may be accessible to the Participant through the shared electronic record:

- (a) Demographics
- (b) Referrals
- (c) Consents
- (d) Family history
- (e) Comprehensive assessment data
- (f) Single Plan of Care and supporting processes
- (g) Clinical Notes
- (h) Third party reports

1.2 In addition, CTN is a member of the electronic Child Health Network (eCHN), and shall facilitate access if needed to eCHN's HiNet for the Participant and its Authorized Users who are identified by the Participant as requiring access to eCHN in order to undertake their work-related activities.

### **2. CONSENT**

2.1 The Parties shall ensure that consent has been obtained from the Client or Client's substitute decision maker in order to collect, use or disclose personal information or PHI through the Shared Electronic Record.

2.2 The Participant shall promptly advise CTN's Privacy Officer and System Administrator if a Client withdraws consent or places any restrictions on his or her personal information or PHI.

2.3 If the Participant does not have the consent of the Client to disclose all of the PHI that is considered reasonably necessary for the purpose of providing health care to the Client, the Participant shall:

- (a) not disclose the Client's PHI through the Shared Electronic Record; and
- (b) notify CTN, pursuant to subsection 20(3) of PHIPA, that it is not disclosing all of the PHI that it considers reasonably necessary for the purpose of providing health care to the Client.

## Schedule C – Non-Health Information Custodian Participant

While CTN and the Participant acknowledge that the Participant is not subject to the provisions under PHIPA or the Regulation, given the nature of the shared data, CTN and the Participant have an interest in the non-HIC Participant upholding their information management practices to the standards expected by those who are subject to PHIPA.

### 1. DATA SOURCES

1.1 This Agreement covers the following types and sources of data, which may be accessible to the Participant through the Shared Electronic Record:

- (a) Demographics
- (b) Referrals
- (c) Consents
- (d) Family history
- (e) Comprehensive assessment data
- (f) Single Plan of Care and supporting processes
- (g) Clinical Notes
- (h) Third party reports

### 2. CONSENT

2.1 The Parties shall ensure that consent has been obtained from the Client or Client's substitute decision maker in order to collect, use or disclose PI or PHI through the Shared Electronic Record. It is acknowledged that express consent is required in order for CTN or another HIC to disclose PHI to the Participant.

2.2 The Participant shall promptly advise the CTN Privacy Officer and System Administrator if a Client withdraws consent or places any restrictions on his or her PI or PHI.

2.3 The Participant shall not use or disclose PI or PHI from the Shared Electronic Record for any purpose other than:

- (a) the purposes for which it has been authorized to use or disclose the information under PHIPA and this Agreement, which purposes shall be determined between the Participant and CTN from time to time; or
- (b) the purpose of carrying out a statutory or legal duty.

2.4 The Participant shall not use or disclose more of the information than is reasonably necessary to meet the purpose of the use or disclosure, as the case may be, unless the use or disclosure is required by law.

## Schedule D – Health Information Network Provider Obligations

### 1. SERVICES

#### 1.1 The Parties acknowledge that:

- (a) PHI is being provided, transferred or otherwise made available or accessible to CTN as a HINP for the sole purpose of providing the Network Administrator Services (or in this section, “Services”) so as to enable two or more HICs to disclose PHI to each other; and
- (b) in providing the Services to each HIC, CTN is acting as Agent, within the meaning of PHIPA, of each HIC.

#### 1.2 CTN covenants and agrees that in relation to its role as a HINP, it shall:

- (a) not use any PHI except as necessary in the course of providing the Services;
- (b) not disclose any PHI to which it has access in the course of providing the Services, except at the request or confirmation of the Network Participant in accordance with the Policy;
- (c) not permit its agents to have access to the PHI unless such agent agrees to comply with the restrictions that apply hereunder to the HINP;
- (d) notify each HIC at the first reasonable opportunity if:
  - (i) CTN has accessed, used, disclosed or disposed of PHI other than in accordance with subparagraphs (a) and (b); or
  - (ii) an unauthorized person has accessed the PHI;
- (e) provide to each HIC a plain language description of the Services that CTN provides, that is appropriate for sharing with the individuals to whom the PHI relates, including a general description of the safeguards in place to:
  - (i) protect against unauthorized use and disclosure; and
  - (ii) to protect the integrity of the information;
- (f) make available to the Public, and each HIC for the purposes of providing it to the public if required,
  - (i) the description referred to in subparagraph (e);
  - (ii) any directives, guidelines and policies of the HINP that apply to the Services, to the extent that these do not reveal a trade secret or confidential scientific, technical, commercial or labour relations information; and
  - (iii) a general description of the safeguards implemented by the HINP in relation to the security and confidentiality of the PHI;

- (g) on request of the HIC, provide, to the extent reasonably practical, and in a manner that is reasonably practical, an electronic record of:
    - (i) all accesses to all or part of the PHI associated with the HIC being held in equipment controlled by CTN, which record shall identify the person who accessed the information and the date and time of the access, and
    - (ii) all transfers of all or part of the information associated with the HIC by means of equipment controlled by CTN, which record shall identify the person who transferred the information and the person or address to whom it was sent, and the date and time it was sent.
  - (h) perform and provide each HIC with a written copy of the results of an assessment of the Services with respect to:
    - (i) threats, vulnerabilities and risks to the security and integrity of the PHI; and
    - (ii) how the Services may affect the privacy of the individuals who are the subject of the PHI;
  - (i) ensure that any Agent or other third party it retains to assist in providing services to each HIC agrees to comply with the restrictions and conditions that are necessary to enable the HINP to comply with this Schedule;
  - (j) have in place information practices that comply with the requirements of PHIPA and the Regulation, as may from time to time be amended;
  - (k) comply with its own information practices;
  - (l) take steps that are reasonable in the circumstances to ensure that:
    - (i) PHI is protected against theft, loss and unauthorized use or disclosure; and
    - (ii) the records containing the PHI are protected against unauthorized copying, modification or disposal;
  - (m) comply with PHIPA and the Regulation, as may be amended from time to time.
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## **Schedule E**

### **CTN Privacy Working Group**

#### **Terms of Reference**

#### **Purpose**

An expert privacy working group provides advice and input into all matters related to privacy, security and data stewardship for the Children's Treatment Network, for the ongoing development of a common network approach to multi-sector, multi-organization service integration, in accordance with the privacy requirements in applicable legislation.

#### **Scope**

CTN's privacy framework is based on the requirements of PHIPA, as well as the privacy requirements of Network Participants under other legislation. The scope of this working group includes all elements of the privacy framework, with specific attention to the various roles assumed by CTN as the Network Administration organization, and under PHIPA (HIC, HINP, Agent), the use of the Shared Electronic Record, and the complexities of the network environment with respect to privacy and information management.

#### **Accountability**

The group is an operational working group providing advice to Network Participants via System Operations Group and to CTN staff. CTN staff report privacy metrics and privacy policy revisions to the CTN Quality Committee, which in turn reports to the CTN Board.

#### **Activities**

- Regularly review CTN's privacy-related policies, procedures and agreements for compliance with applicable privacy legislation
- Provide advice and input into privacy-related materials
- Provide support and problem-solving for implementation of a common network approach to privacy, security and consent
- Provide advice and assistance with the Privacy training
- Provide advice and input on emerging privacy issues, threats and risks
- Assist in identifying IT issues related to privacy and security

#### **Members**

At a minimum, the group consists of one representative from each sector in the Network and the CTN privacy officer. From time to time the group will facilitate meetings of all privacy officers or Network Participant privacy contacts (per the Information Sharing Agreement) in the Network.

#### **Timeframe**

The group will meet at least once annually or as needed, at the call of the CTN Privacy Officer.

# Schedule F Confidentiality Agreement



<b>Name (please print)</b>	<b>Organization</b>
<p><i>CTN is committed to protecting the privacy, confidentiality and security of all personal information to which it is entrusted in order to carry out its mission.</i></p> <p><b>This AGREEMENT must be signed by all employees, hosted and network partner personnel, students, contractors, physicians, volunteers, and researchers.</b></p> <p>In my capacity of employment, or affiliation with the Children's Treatment Network of Simcoe-York (CTNSY), I understand and agree to the following, with respect to all confidential and/or personal health information that I have access to or learn:</p> <ul style="list-style-type: none"> <li>◦ I acknowledge that I have read and understand the CTNSY's Privacy Policy;</li> <li>◦ I will comply with all privacy policies and procedures</li> <li>◦ I will not access or use any confidential and/or personal health information that I learn of or possess, unless it is necessary for me to do so in order to perform my job responsibilities;</li> <li>◦ I will not disclose or discuss confidential and/or personal health information except to other persons who are authorized to receive such information;</li> <li>◦ I will not alter, destroy, copy or interfere with this information, except with authorization and in accordance with the policies and procedures;</li> <li>◦ I will keep any computer access codes (for example, passwords) confidential and secure, and protect physical access devices (for example, keys and badges). I will not lend my access codes or devices to anyone, nor will I attempt to use those of others;</li> <li>◦ I understand alleged breaches will be investigated; and</li> <li>◦ I will not disclose any confidential information related to CTNSY software design.</li> </ul> <p>I agree and understand that my failure to comply with the above, or my participation in a breach of privacy, may result in disciplinary action. By signing this agreement, I acknowledge that this agreement continues in effect following my employment or affiliation with Children's Treatment Network of Simcoe-York.</p> <p>Signature _____ Date _____ Witness _____</p>	