

ADDENDUM NO. 1 TO ELECTRONIC SERVICE PROVIDER AGREEMENT (ESPA)
("Addendum 1 Agreement")

THIS ADDENDUM 1 AGREEMENT is made with effect as of March 30, 2015 among Centre for Addiction and Mental Health (in respect of its DATIS Program), Reconnect Mental Health Services and the HSPs who have entered into the Addendum 1 Adhesion Agreement as set out in Schedule A.

BACKGROUND:

- A. CAMH, Reconnect and the HSPs who executed an Adhesion Agreement are the Parties to the Electronic Service Provider Agreement dated as of March 1, 2014 ("**ESPA**").
- B. This Addendum 1 Agreement sets out certain additional terms and conditions to the ESPA and shall be incorporated into and form part of the ESPA.
- C. The CBI Project was undertaken in early 2012 by TC LHIN and Reconnect to work towards a robust level of data quality and reporting by health services providers in the Community Sector in the TC LHIN.
- D. CAMH, Reconnect and the HSPs signed the ESPA for the CBI Project.
- E. The purpose of the CBI Project is to support sector and organizational planning and development for the Community Sector in the TC LHIN through the provision of Data by HSPs to CAMH.
- F. CAMH is an agent under PHIPA for the HSPs and is the Electronic Services Provider for the CBI Project. CAMH's obligations, as Agent for the HSPs under the ESPA, are governed by the provisions of the ESPA and PHIPA. For ease of reference, CAMH shall be referred to as "**PHIPA Agent**" in this Addendum 1 Agreement, which term shall have the same meaning as "**Agent**" in the ESPA.
- G. Section 2.3 of the ESPA requires that any further phases of the CBI Project be developed and agreed to through signed addenda to the ESPA.
- H. Section 2.3 of the ESPA contemplates the linkage of Data with prescribed entities and registries under PHIPA as a further phase of the CBI Project.
- I. The Institute for Clinical Evaluative Sciences ("**ICES**") is a prescribed entity under subsection 45 (1) of PHIPA and subsection 18 (3) of O. Reg. 329/04 to PHIPA ("**Prescribed Entity**").
- J. Each HSP is a HIC under subsection 3 (1) of PHIPA.
- K. Under subsection 45 (1) of PHIPA, a HSP may disclose PHI to ICES and ICES may collect and use the PHI for the purposes of analysis or compilation of statistical information related to the management, evaluation or monitoring of, or the allocation of resources to or planning for all or part of the health system, including delivery of services, provided that ICES is in compliance with subsection 45 (3) of PHIPA.

- L. Under O. Reg. 329/04 to PHIPA, subsection 18 (3), ICES may use PHI as if it were a HIC for the purposes of paragraph 37 (1) (j) and subsection 37 (3) of PHIPA.
- M. Under O. Reg. 329/04 to PHIPA, subsection 18 (4), ICES may disclose PHI as if it were a HIC to a researcher pursuant to section 44 of PHIPA.
- N. Under subsection 17 (1) of PHIPA, a HSP may designate an agent to collect, use, disclose, retain or dispose of PHI on the HSP's behalf if the HSP is permitted or required to collect, use, disclose, retain or dispose of the PHI.
- O. The HSPs wish to authorize and direct CAMH to disclose the Data to ICES in order for: the HSPs and TC LHIN to receive standardized and ad hoc research reports in respect of the Data as described in Schedule B ("**AHRQ Reports**"), for the purposes set out in Schedule B ("**Permitted Purposes**") and for activities that directly further the Permitted Purposes ("**ICES Projects**"), upon and subject to the terms and conditions of the ESPA, this Addendum 1 Agreement and a data sharing agreement between ICES, CAMH and Reconnect ("**ICES DSA**").
- P. The HSPs wish to have Reconnect enter into the ICES DSA on their behalf for purposes of the ICES Projects under the terms and conditions of the ESPA, Addendum 1 Agreement and ICES DSA.

NOW THEREFORE in consideration of the fees paid by Reconnect to CAMH under the Funding Agreement and the benefit to be derived from linkage of Data for the ICES Projects and other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

1. For the purposes of this Addendum 1 Agreement:
 - (a) all capitalized terms not defined herein shall have the meaning ascribed to them in the ESPA;
 - (b) this Addendum 1 Agreement is an integral part of the ESPA and, except as set forth herein, subject to its terms and conditions; and
 - (c) to the extent of any inconsistency between the provisions of this Addendum 1 Agreement and the other provisions of the ESPA, this Addendum 1 Agreement will prevail solely for the purposes of the disclosure of the Data to, and the use of the Data by, ICES.
2. Upon and subject to the terms and provisions of this Addendum 1 Agreement, the HSPs hereby appoint Reconnect to be their agent ("**CBI Agent**") for the purposes of:
 - (a) entering into the ICES DSA, substantially in the form of the draft data sharing agreement set out in the attached Schedule C;
 - (b) advising the CBI Working Group (as referenced in section 5.1 of the ESPA) if Reconnect becomes aware of any substantive default of ICES in complying with the ICES DSA

(examples of substantive defaults would include ICES not complying with its privacy requirements under the ICES DSA or using the Data in a manner other than for the Permitted Purposes); and

- (c) providing a mechanism for the HSPs to receive the reports from the ICES Projects (**“ICES Reports”**), AHRQ Reports and other AHRQ project reports.
3. Reconnect hereby accepts the appointment as the CBI Agent and agrees that, in addition to the duties set forth in section 2 of this Addendum 1 Agreement, its duties as CBI Agent shall include:
- (a) performing all of its obligations under the ICES DSA;
 - (b) enforcing its rights under the ICES DSA against CAMH and ICES in consultation with, and with advice from, the CBI Working Group;
 - (c) reporting to the HSPs, at least annually (or more often as Reconnect and the HSPs may agree), on the performance of the ICES DSA, at no cost to the HSPs;
 - (d) providing to the HSPs upon their request, copies of Certificates of Destruction (as defined in the ICES DSA) that Reconnect receives from ICES pursuant to the ICES DSA, at no cost to the HSPs;
 - (e) providing to the HSPs the list of ICES Projects, AHRQ Reports and other AHRQ project reports (all as provided by ICES) that use Data, at no cost to the HSPs; and
 - (f) providing to the HSPs reports of the ICES Projects and other AHRQ project reports (all as provided by ICES) that use Data, at no cost to the HSPs.
4. Reconnect shall post and keep current the following information on the CBI website, which shall be deemed to be notice to HSPs:
- (a) all approved policies for the CBI Project; and
 - (b) the members of the Privacy Sub-Group and the CBI Working Group.
5. Reconnect shall perform its duties hereunder as CBI Agent with reasonable care and diligence and to the extent that Reconnect is involved in dealing with Data disclosed to ICES, it shall use the same degree of skill and diligence expected of a HIC.
6. Reconnect does not have the authority to do any act on behalf of the HSPs except as specifically authorized herein.
7. The HSPs hereby authorize and direct CAMH as their PHIPA Agent to disclose Data on an ongoing basis to ICES, provided that:
- (a) CAMH complies with the provisions of the ESPA, this Addendum 1 Agreement and the ICES DSA;

- (b) the obligations of CAMH as PHIPA Agent set out in the ESPA regarding Data apply, with any necessary changes, to the disclosure of Data to ICES under the ICES DSA;
 - (c) the implementation of all ICES Projects and AHRQ projects are done in accordance with the policies, procedures and practices of ICES, and in conformity with the ICES DSA;
 - (d) the ICES Mental Health and Addictions Program Lead Scientist (“ICES Scientist”) shall review and approve all ICES Projects using the Data in accordance with the ICES DSA and ICES policies, procedures and practices;
 - (e) Reconnect receives at least semi-annually: i) a list of all ICES Projects, AHRQ Reports and other AHRQ project reports that use Data, and ii) a copy of all final study reports that use Data; and
 - (f) the ICES DSA is executed, which is a condition of this Addendum 1 Agreement coming into effect.
8. CAMH as Electronic Services Provider and PHIPA Agent for the HSPs, agrees to undertake the disclosure of Data to ICES in accordance with the direction by HSPs as set out in the terms and provisions of this Addendum 1 Agreement. Clause 9.18 (a) of the ESPA applies to any privacy breach by ICES under the ICES DSA. For further certainty, CAMH shall at the first reasonable opportunity (not to exceed two Business Days) notify the HSP that provided Data to CAMH if there is a privacy breach reported to it by ICES under the ICES DSA.
 9. Any costs associated with ensuring that the Data is in a form to be disclosed to ICES pursuant to the ICES DSA shall be for the sole account of the CBI Project. For certainty, there shall be no additional costs to HSPs to upgrade their technology (software or hardware) in order for the Data to be transferred to or from CAMH for disclosure to ICES.
 10. The Schedules to this Addendum 1 Agreement form part of this Addendum 1 Agreement and are as follows:
 - (a) Schedule A Addendum 1 Adhesion Agreement
 - (b) Schedule B List of Permitted Purposes and AHRQ Reports
 - (c) Schedule C Draft ICES Data Sharing Agreement
 11. This Addendum 1 Agreement shall remain in force as long as the ESPA and ICES DSA remain in force. A termination of either of the ESPA or the ICES DSA shall automatically terminate this Addendum 1 Agreement.
 12. A HSP that withdraws from and terminates its rights and obligations under the ESPA shall be deemed to withdraw from and terminate its rights and obligations under this Addendum 1 Agreement upon and subject to the terms and conditions of its withdrawal from the ESPA. A HSP that withdraws from and terminates its rights and obligations under the Addendum 1 Agreement shall be deemed to withdraw from and terminate its rights and obligations under the ESPA.

13. A HSP that is terminated as a Party to the ESPA, in accordance with subsection 12.6 or subsection 12.8 thereof, shall be deemed to be terminated as a Party to this Addendum 1 Agreement, and subsection 12.9, together with any necessary conforming changes, shall apply to the termination of the HSP as a Party to this Addendum 1 Agreement. A HSP that is terminated as a Party to the Addendum 1 Agreement shall be deemed to be terminated as Party to the ESPA.
14. Upon termination of this Addendum 1 Agreement, the ICES DSA shall also terminate upon and subject to the terms and provisions set out therein for the termination of the ICES DSA. For further certainty, the termination of an HSP from the ESPA and the Addendum 1 Agreement does not function to terminate the Addendum 1 Agreement or the ESPA for the other HSPs.
15. Except as modified by this Addendum 1 Agreement, the terms of the ESPA remain in full force and effect and apply to the disclosure of Data to ICES.

IN WITNESS WHEREOF this Addendum 1 Agreement has been executed by the duly authorized representatives of CAMH and Reconnect as of March 30, 2015 and as set out below and by the duly authorized representatives of the HSPs as of the effective date set out in their respective Addendum 1 Adhesion Agreements.

RECONNECT MENTAL HEALTH SERVICES

By:

Name: Mary Jane Cripps	Date (MM/DD/YYYY)
Title: Chief Executive Officer	

By:

Name: Mohamed Badsha	Date (MM/DD/YYYY)
Title: Chief Operating Officer	

CENTRE FOR ADDICTION AND MENTAL HEALTH

By:

Name: Rob Moore	Date (MM/DD/YYYY)
Title: Executive Director, Provincial System Support Program	

By:

Name: Lori Spadorcia	Date (MM/DD/YYYY)
Title: Vice President, Communications & Partnership	

SCHEDULE A

ADDENDUM 1 ADHESION AGREEMENT

INSTRUMENT OF ADHESION dated _____ (**"Addendum No. 1 Adhesion Date"**) by _____ [*insert name of HSP*] (the **"Undersigned"**) to the Addendum No. 1 Agreement (**"Addendum 1 Agreement"**) made as of the 30th day of March, 2015 among Reconnect Mental Health Services, Centre for Addiction and Mental Health and the health service providers that enter into the Addendum 1 Adhesion Agreement.

NOW THEREFORE in consideration of being accepted as a Party to the ESPA and Addendum 1 Agreement, the Undersigned, intending to be legally bound hereby, covenants and agrees with all present and future parties to the ESPA and Addendum 1 Agreement as follows:

1. The Undersigned hereby represents and warrants that it is a Party to the ESPA and has taken no steps to avoid, or otherwise withdraw as a Party from, the ESPA, and that, as of the date hereof, the ESPA is an agreement binding upon and enforceable against the Undersigned in accordance with its terms.
2. The Undersigned hereby acknowledges having reviewed the Addendum 1 Agreement and hereby covenants to and agrees with each of the other Parties to comply with and be bound by all of the terms and conditions of the Addendum 1 Agreement, as if the Undersigned were an original Party thereto and to the same extent as the other Parties to the Addendum 1 Agreement. Without limiting the generality of the foregoing, the Undersigned hereby agrees to observe, fulfill and perform all of the obligations of an HSP under the Addendum 1 Agreement.
3. All capitalized terms used but not defined herein have the meanings set out in the ESPA and the Addendum 1 Agreement.

[Insert Full Legal Name of HSP]

By: _____
I have authority to bind the corporation

The foregoing Instrument is hereby accepted by the current Parties to the Addendum 1 Agreement and the Undersigned has accordingly become a Party to the Addendum 1 Agreement as of the Addendum 1 Adhesion Date, as evidenced by receipt by Reconnect of a completed and executed Addendum 1 Adhesion Agreement and posting of the coordinates of the Undersigned as a signatory on the CBI website.

SCHEDULE B

LIST OF PERMITTED PURPOSES AND AHRQ REPORTS

1. ICES may use the Data only for the following Permitted Purposes:
 - a. analyzing or compiling statistical information with respect to the management of, evaluation or monitoring of, the allocation of resources to or planning for all or part of the health system, including the delivery of services (all pursuant to subsection 45 (1) of PHIPA); and
 - b. purposes consistent with subsections 18 (3) and 18 (4) of O. Reg. 329/04 to PHIPA which include using and disclosing Data for research purposes under paragraph 37 (1) (j), in accordance with the requirements contained in subsection 37 (3) and section 44 of PHIPA.
2. The TC LHIN and the HSPs may request research reports to be provided through the Applied Health Research Questions (“**AHRQ**”) program of ICES at no cost in respect of the Data to assist with their planning, provision of health services, health policy and/or program development (“**AHRQ Reports**”).

SCHEDULE C

DRAFT DATA SHARING AGREEMENT (“Agreement”)

BETWEEN:

INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES

a corporation having its head office at
2075 Bayview Avenue, in the City of Toronto

[hereinafter referred to as “ICES”]

-AND-

RECONNECT MENTAL HEALTH SERVICES

a corporation having its head office at
56 Aberfoyle Crescent, Ste. 400, in the City of Toronto

[hereinafter referred to as “Reconnect”]

-AND-

CENTRE FOR ADDICTION AND MENTAL HEALTH

a corporation having its head office at
1001 Queen St. West, in the City of Toronto

[hereinafter referred to as “CAMH”]

BACKGROUND

- A. The Community Business Intelligence Project (“**CBI Project**”) was undertaken in early 2012 by the Toronto Central LHIN (“**TC LHIN**”) and Reconnect to work towards a robust level of data quality and reporting by health services providers (“**HSPs**”) in the following three sub-sectors of the community health services sector in the TC LHIN: 1) community mental health providers; 2) community addiction providers; and 3) community support service providers.
- B. Reconnect is the transfer payment organization for the CBI Project, and as part of the first stage of the CBI project, Reconnect entered into an Electronic Services Provider Agreement (the “**ESPA**”) dated March 1, 2014, with CAMH and the HSPs.
- C. Pursuant to the ESPA and in accordance with the CBI Project, CAMH is performing the role of an electronic services provider maintaining data comprised of client personal health information of HSPs provided to it by the HSPs that are parties to the ESPA. CAMH is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.f.31 (“**FIPPA**”).

- D. ICES is a prescribed entity under subsection 45(1) of the *Personal Health Information Protection Act, 2004* S.O. 2004, c. 3 Sched. A (“**PHIPA**”) and O. Reg. 329/04 section 18(1), which meets the statutory requirements of subsection 45(3) of PHIPA.
- E. Subsection (1) of PHIPA defines personal health information as health information as described in the subsection, that identifies an individual or it is reasonably foreseeable could be used, alone or in combination with other information, to identify an individual (“**PHI**”).
- F. Each HSP that signed the ESPA (including by an Adhesion Agreement) is a health information custodian within the meaning of subsection 3(1) of PHIPA.
- G. Under subsection 45(1) of PHIPA, a HSP may disclose PHI to ICES and ICES may collect and use the PHI for the purposes of analysis or compilation of statistical information related to the management, evaluation or monitoring of, or the allocation of resources to or planning for all or part of the health system, including delivery of services, provided that ICES is in compliance with subsection 45 (3) of PHIPA.
- H. Under O. Reg. 329/04 to PHIPA, subsection 18(3), ICES may use PHI as if it were a health information custodian for the purposes of paragraph 37(1) (j) and subsection 37(3) of PHIPA.
- I. Under O. Reg. 329/04 to PHIPA, subsection 18(4) ICES may disclose PHI as if it were a health information custodian to a researcher pursuant to section 44 of PHIPA.
- J. Under subsection 17(1) of PHIPA, a HSP may designate an agent to collect, use, disclose, retain or dispose of PHI on the HSP’s behalf if the HSP is permitted or required to collect, use, disclose, retain or dispose of the PHI.
- K. CAMH confirms that under the Addendum No. 1 Agreement to the ESPA among CAMH, Reconnect and the HSPs dated as of March 30, 2015 (“Addendum 1 Agreement”) and in accordance with subsection 17(1) of PHIPA, the HSPs have authorized and directed CAMH, as their PHIPA agent, to disclose PHI to ICES for specific purposes detailed hereunder.
- L. Reconnect confirms that under the Addendum 1 Agreement, the HSPs have authorized Reconnect as their agent to enter into this Agreement on their behalf.

NOW THEREFORE in consideration of the promises and the mutual covenants hereinafter contained, ICES, Reconnect and CAMH (the “**Parties**”) agree as follows:

1 PURPOSE OF THIS AGREEMENT

- 1.1 This Agreement sets out the terms and conditions governing the collection, use, modification, retention and disclosure of the PHI that is transferred by CAMH on behalf of the HSPs to ICES under this Agreement as more particularly set out in Appendix A (“**Data**”).

- 1.2 The Parties acknowledge and agree that no more Data will be disclosed by CAMH, or collected or used by ICES, than is reasonably necessary for, and where de-identified or aggregated Data will not serve, the Permitted Purposes.

2 THE DATA TO BE DISCLOSED

- 2.1. After exercising due caution, ICES hereby warrants, represents and agrees to and with CAMH and Reconnect, and acknowledges that each of CAMH and Reconnect is relying on the warranty and representation in entering into this Agreement, that the Data is necessary for the uses contemplated by this Agreement. The Parties acknowledge that the Data contains PHI.
- 2.2. ICES therefore requests CAMH to disclose to ICES, and CAMH agrees to disclose to ICES, the Data.
- 2.3. CAMH will use the method of transfer identified in Appendix B to disclose the Data to ICES.

3 USE AND DISCLOSURE OF THE DATA

- 3.1. Subject to the terms of this Agreement and in accordance with PHIPA, ICES may use the Data only as necessary for the following purposes (the “**Permitted Purposes**”):
- 3.1.1. Analysing or compiling statistical information with respect to the management of, evaluation or monitoring of, the allocation of resources to or planning for all or part of the health system, including the delivery of services (all pursuant to section 45(1) of PHIPA); and
- 3.1.2. Purposes consistent with subsection 18(3) and 18(4) of O. Reg. 329/04 to PHIPA which includes using and disclosing Data for research purposes under paragraph 37 (1) (j), in accordance with the requirements contained in subsection 37 (3) and section 44 of PHIPA.

Activities under Articles 3.1.1 and 3.1.2 that directly further Permitted Purposes are collectively referred to in this Agreement as “**ICES Projects**”.

- 3.2. CAMH represents and warrants that it operates and shall continue to operate (including use of the Data) in accordance with all requirements of PHIPA and the regulations thereunder and this Agreement, the ESPA, and the Addendum 1 Agreement.
- 3.3. CAMH and Reconnect acknowledge and agree that the use of the Data by ICES may include linking with other information in ICES’ custody (“**ICES Data Holdings**”), which may include PHI and other information ICES collects in accordance with PHIPA and other applicable laws from a variety of sources, including but not limited to health information custodians, researchers, and government departments and

agencies, provided that such linkages are done in accordance with ICES' policies and procedures and solely for the Permitted Purposes.

4 CODING & LINKAGE

4.1. ICES will de-sensitize the Data by:

- 4.1.1. replacing health card numbers and other identifying numbers with a unique ICES anonymous identifier (the "**ICES Identifier**"); or
- 4.1.2. where health card number or identifying numbers are not provided, matching the PHI to information in other ICES databases for the purpose of assigning the correct ICES Identifier; and then
- 4.1.3. removing any remaining information that directly identifies an individual

(The Data that is de-sensitized in accordance with subsections 4.1.1 to 4.1.3 is referred to herein as the "**Coded Data**").

Health card numbers, identifying numbers and any remaining information that directly identifies an individual, or any of them, are referred to herein as the "**Direct Personal Identifiers**").

- 4.1.4. Using the ICES Identifier, ICES will link the Coded Data to other coded information from ICES Data Holdings for the Permitted Purposes.

5 PROTECTION

5.1. ICES will collect, use and disclose the Data only in accordance with PHIPA and its regulations and as permitted or required by law and in accordance with this Agreement .

5.2. ICES will limit access to the Data with Direct Personal Identifiers to ICES employees who have been designated to perform one or more of the following functions (such employees are referred to herein as "**ICES Data Covenantors**") for the purposes of carrying out such functions:

- 5.2.1. creating Coded Data in accordance with the processes described in Article 4.1;
- 5.2.2. storing and retrieving data files from data safes; and
- 5.2.3. destroying the Data under Articles 5.3 and 10.9 of this Agreement.

5.3. To permit identification and resolution of errors and data quality issues, ICES may retain Data with Direct Personal Identifiers for 180 calendar days after it has been transformed into Coded Data, or if this Agreement contemplates a series of transfers of Data over time, 180 calendar days after the last Data transferred to ICES has

been transformed into Coded Data. No later than five business days after the applicable 180th day, ICES shall, after such time has elapsed,

- 5.3.1. destroy the Data with Direct Personal Identifiers by:
 - 5.3.1.1. permanently deleting all copies thereof from all servers, hard drives and storage devices containing such Data;
 - 5.3.1.2. wiping or overwriting any laptop hard drives containing such Data; and
 - 5.3.1.3. shredding any physical media that contains such Data; and
 - 5.3.2. no later than five business days following the completion of the procedure described in Article 5.3.1, deliver, in accordance with Article 12.3, to CAMH and to Reconnect a signed certificate in writing that confirms:
 - 5.3.2.1. the Data destroyed;
 - 5.3.2.2. the date, time, location and method of destruction used; and
 - 5.3.2.3. the name of the individual who performed the destruction.

(the “**Certificate of Destruction**”).
 - 5.3.3. ICES will ensure that destruction carried out under Article 5.3.1 protects the Data against unauthorized copying, modification, use or disclosure in accordance with industry standards and is therefore secure.
- 5.4. If this Agreement contemplates a series of transfers, ICES will retain the Data with Direct Personal Identifiers securely pending its destruction in accordance with Article 5.3.
 - 5.5. Other than ICES Data Covenantors, staff members and faculty members of ICES will access only, and the ICES Projects will be implemented using only, the Coded Data.
 - 5.6. Any ICES Data Covenantor who handles the Data with Direct Personal Identifiers will be required to sign a confidentiality agreement and be aware of, and agree to comply with, the terms of this Agreement.
 - 5.7. ICES will retain the Data, including Coded Data, in a physically secure manner at all times. Until it is destroyed in accordance with Article 5.3, Data with Direct Personal Identifiers saved to physical media will be retained in locked safes and access to such information saved to network folders will be restricted.
 - 5.8. ICES will report the results of ICES Projects only in aggregated form so as to prevent, whether directly or indirectly, the identification of individuals. When a cell contains five (5) observations or fewer, the cell will either be suppressed or combined with another cell or cells.
 - 5.9. Where the Data is released to external researchers through ICES’ Data Analytics Services Program, external researchers may be granted access to de-identified Data on servers managed by ICES, and permitted to receive and retain externally de-identified and aggregate Data only.

- 5.10. External researchers shall be required to enter into an agreement to ensure they do not disclose the de-identified Data to any other person or use the de-identified Data for any secondary purpose or to attempt to re-identify any person
- 5.11. ICES will not contact any person to whom the Data (or any part thereof) relates without the prior written authority of CAMH and Reconnect.
- 5.12. Except for the specific activities provided for in Article 3.1 or where required by law, ICES may not use or disclose the Data (or any part thereof) without prior written authorization of CAMH and Reconnect.
- 5.13. In the event the Data (or any part thereof) is, or is believed to have been, stolen, lost, accessed by unauthorized persons or used, disclosed or disposed of otherwise than in strict compliance with the terms and provisions of this Agreement (collectively referred to as a "**Breach**"), then ICES will use its best efforts to contain the Breach and, following the procedure for notice in Article 12.3, promptly notify in writing CAMH and Reconnect of the Breach, including the details thereof and the efforts being undertaken to contain it.
- 5.14. The ICES Mental Health and Addictions Program Lead Scientist ("**ICES Scientist**") shall review and approve all ICES Projects using the Data, in accordance with this Agreement and ICES policies, procedures and practices.

6. **REPORTS**

- 6.1. ICES will provide to Reconnect semi-annually, at no cost to Reconnect, a list of all ICES Projects approved to use the Data and provide a final version of any ICES reports that arise from ICES Projects ("**ICES Reports**") using the Data.
- 6.2. The TC LHIN and the HSPs may request research reports to be provided through the Applied Health Research Questions ("**AHRQ**") program at no cost in respect of the Data to assist with their planning, provision of health services, health policy and/or program development ("**AHRQ Reports**"). The parties to this Agreement acknowledge that the intent is that TC LHIN and the HSPs receive standardized research reports as well as reports in respect of ad hoc inquiries upon approval through the AHRQ program application process. In accordance with applicable policies and procedures, ICES agrees to assist and facilitate the TC LHIN and the HSPs through the AHRQ program application process to receive the AHRQ Reports. ICES shall provide to Reconnect semi-annually, a list of all AHRQ projects approved to use the Data (or any part of the Data) and forthwith provide Reconnect with a final version of all AHRQ Reports and other AHRQ project reports using the Data.
- 6.3. Subject to Article 6.2, Reconnect and CAMH acknowledge and agree that neither party has copyright or other intellectual property rights in or regarding any ICES Reports and / or AHRQ Reports, unless and to the extent to which the Parties otherwise agree in writing. Notwithstanding the foregoing, ICES acknowledges and agrees that Reconnect and each of the HSPs that is a party to the ESPA and the Addendum 1 Agreement, has an irrevocable right (and ICES hereby so grants to Reconnect and each of the HSPs the irrevocable right) to reproduce, copy, post on the web, use excerpts from and distribute any of the ICES Reports and the AHRQ

Reports freely, provided the original appearance and content of the ICES Reports and / or AHRQ Reports are maintained. Such right does not include a waiver of any moral rights associated with the ICES Reports and / or AHRQ Reports.

7 FINANCIAL ARRANGEMENTS

7.1. Each Party shall bear its own cost of implementing this Agreement.

8 ACCURACY OF THE INFORMATION

8.1. Subject to Article 10.3, CAMH agrees that the Data it discloses to ICES under this Agreement will include all the data elements, for the timeframes, provided for in Appendix A, provided that the HSPs have submitted all data elements to it.

8.2. CAMH warrants and represents that the Data it discloses to ICES will be an accurate copy of that contained in its CBI repository.

9 AMENDMENT

9.1. This Agreement may be amended by the Parties by agreement in writing. Any amendments so made shall be consistent with the requirements of PHIPA, as amended from time to time, and shall not be contrary to any laws regarding confidentiality of health information.

10 TERM, COMMENCEMENT & TERMINATION OF AGREEMENT

10.1. This Agreement shall take effect on the date of the last signature hereto.

10.2. This Agreement shall continue in effect for as long as CAMH continues to disclose the Data or until the Agreement is terminated, subject to Article 11.1.

10.3. CAMH may cease disclosing any one or more Data elements that make up the Data, without cause, by giving ICES notice in accordance with Articles 12.2 and 12.3.

10.4. If CAMH ceases to disclose specific Data elements under Article 10.3, the entire Agreement is not terminated, but continues with respect to the remaining Data elements of the Data that CAMH is willing to continue to disclose.

10.5. If any Party becomes aware of any material breach of the terms of this Agreement, it will take steps to contain the breach and promptly notify the other Parties. A Breach shall be considered a material breach. Compliance with this Agreement is not subject to audit.

10.6. This Agreement may be terminated by any Party without cause on three (3) months' prior notice in writing to the other Parties and, in the event of a material breach by any Party, immediately upon written notice in writing from any Party not then in material breach to the other Parties.

- 10.7.** This Agreement may be amended or terminated mutual by agreement of by instrument in writing signed by all of the Parties.
- 10.8.** On termination, CAMH shall cease disclosing the Data and ICES shall cease using the Data, provided that ICES may continue to use the Coded Data for the Permitted Purposes.
- 10.9.** On termination, unless otherwise agreed to in writing by the Parties, ICES shall securely destroy any remaining Data and deliver a Certificate of Destruction to CAMH and Reconnect, in accordance with Article 5.3.
- 10.10.** A termination of either the ESPA or the Addendum 1 Agreement shall automatically terminate this Agreement, subject to Article 11.1, without liability to any of the Parties.

11 SURVIVAL OF OBLIGATIONS

- 11.1.** Terms and conditions relating to:
- (a) use and destruction;
 - (b) protection; and
 - (c) indemnification.

shall survive termination of this Agreement.

12 NOTICE

- 12.1.** Notice of intention to terminate shall be given in writing to each Party at least three (3) months before the date on which this Agreement, or any part of this Agreement, as the case may be, is to be terminated.
- 12.2.** Notice shall be deemed to have been sufficiently given seventy-two (72) hours after it has been mailed, postage prepaid, or on the date of receipt where the notice has been delivered by hand or by facsimile transmission on a Business Day.
- 12.3.** Any notice or other communication required or permitted to be given by either Party to the others shall be given in writing and sent to the following addresses:

If for ICES:

Dr. Michael J. Schull
Chief Executive Officer
Institute for Clinical Evaluative Sciences
G Wing, Room 258,
2075 Bayview Avenue,
Toronto, ON
M4N 3M5
Phone: 416.480.4297
Fax: 416 480 6048

If for Reconnect:

Mohamed Badsha
Chief Operating Officer
Reconnect Mental Health services
56 Aberfoyle Cres. Ste. 400
Toronto ON M8X 2W4
Phone: (416) 558-6891
Fax: 416-248-6557

If for CAMH:

Centre for Addiction and Mental Health
Drug & Alcohol Treatment Information System Program
33 Russell Street – 3rd Floor
Toronto, ON M5S 2S1
Attention: Claudio Rocca, Director
Phone: 416-535-8501 ext. 33259
Fax: (416)593-4694

c.c. Sarah Lowy, Corporate Legal Counsel
Centre for Addiction and Mental Health
Bell Gateway Building, 6th Floor
100 Stokes Street
Toronto, ON M6J 1H4
Phone: 416-535-8501 ext. 32123
Fax: 416-583-1236

13 INDEMNIFICATION

- 13.1.** ICES will indemnify and save harmless CAMH and Reconnect, and their respective directors, officers, employees, independent contractors, subcontractors, agents, principals (being the HSPs on whose behalf Reconnect is contracting) and assigns, from all costs, losses, damages, judgements, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature based on or attributable to any disclosure of the Data by ICES or its directors, officers, employees, independent contractors, subcontractors, agents or assigns in contravention of this Agreement. This provision survives the termination of this Agreement.
- 13.2.** CAMH will indemnify and save harmless ICES and ICES' directors, officers, employees, independent contractors, subcontractors, agents, and assigns from all cost, losses, damages, judgements, claims, demands, suits, actions, causes of action, contracts, or other proceedings of any kind or nature based on or attributable to any inaccuracy of the Data disclosed by CAMH to ICES under this Agreement. This provision survives the termination of this Agreement.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement by their duly authorized signatories

RECONNECT MENTAL HEALTH SERVICES

Per: _____
Mary Jane Cripps, Chief Executive Officer

Witness

Date

Per: _____
Mohamed Badsha, Chief Operating Officer

Witness

Date

CENTRE FOR ADDICTION AND MENTAL HEALTH

Per: _____
Authorized Signing Officer

Witness

Print Authorized Signing Officer Name

Date

Per: _____
Authorized Signing Officer

Witness

Print Authorized Signing Officer Name

Date

INSTITUTE FOR CLINICAL EVALUATIVE SCIENCES

Per: _____
Michael J. Schull

Witness

Chief Executive Officer

Date

Appendix A

Data

CAMH will disclose the following Data for the Permitted Purposes:

Information		
Data Set Name	Community Business Intelligence (CBI) Data	
Timeframe for Use	One-time use <input type="checkbox"/>	Estimated end date:
	Ongoing use <input checked="" type="checkbox"/>	
Transfer Frequency	One-time <input type="checkbox"/>	Other: Semi-annual in the first year, and a minimum of once a year thereafter
Data Timeframe	2012 to present	
Variables	Collection Rationale	
orgId	Record matching/linkage, cohort creation	
clientId	Record matching/linkage	
healthcardNo	Record matching/linkage	
firstname	Record matching/linkage	
lastnameAtBirth	Record matching/linkage	
lastnameCurrent	Record matching/linkage	
middleNames	Record matching/linkage	
dateOfBirth	Record matching/linkage, cohort description	
age	Cohort description	
gender	Record matching/linkage, cohort description	
postalCode	Record matching/linkage, cohort description	
lhin_OfResidence	Cohort description	
program_EnrollmentId	Record matching/linkage, cohort creation	
fc_Id	Cohort creation, cohort description	
fc_referralDate	Cohort creation	
fc_admissionDate	Cohort creation	
fc_serviceInitDate	Cohort creation	
fc_dischargeDate	Cohort creation	
EMPI ID	Record matching/linkage	
record id	Record matching/linkage	

Appendix B

Transfer

CAMH will transfer the Data to ICES as follows:

Transfer Method	SSL VPN
Transfer Procedure	CAMH will transfer the Data using the standard ICES SSL VPN method. ICES will set up a user account for the CAMH Contact for Transfer once the DSA has been fully executed. The CAMH Contact will then upload files to the Secure ICES Environment through SSL VPN and inform the ICES Contact for Transfer once the activity has been completed.
ICES Contact for Transfer	Nelson Chong (nelson.chong@ices.on.ca)
CAMH Contact for Transfer	Claudio Rocca (Claudio.Rocca@camh.ca)
Transfer Schedule	Semi-annual in the first year upon execution of the DSA and at minimum once a year thereafter. All data transfers after the first transfer will comprise the cumulative CBI dataset, in order to ensure that ICES has the most up-to-date dataset.