

**ELECTRONIC SERVICES PROVIDER AGREEMENT (“ESPA”)**

Between

**THE COMMUNITY HEALTH SERVICES PROVIDERS WHO ENTER INTO AN  
ADHESION AGREEMENT**

(individually, an “HSP” and collectively, “HSPs” and which includes  
New HSPs)

-and-

**CENTRE FOR ADDICTION AND MENTAL HEALTH IN RESPECT OF  
ITS DRUG AND ALCOHOL TREATMENT INFORMATION SYSTEM  
PROGRAM (“CAMH”)**

-and-

**RECONNECT MENTAL HEALTH SERVICES IN ITS ROLE AS  
AN HSP AND LEAD AGENCY FOR THE CBI PROJECT  
 (“Reconnect”)**

**Dated as of March 1, 2014 (“Effective Date”)**

**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 in the three sub-sectors of the community health services sector in the TC LHIN, being: 1) community mental health providers; 2) community addiction providers; and 3) community support service providers (collectively the “**Community Sector**”).
- B. Reconnect is the transfer payment organization and lead agency for the CBI Project (in this Agreement, in its capacity as the lead agency for the CBI Project, Reconnect is referred to as the “**Lead Agency**”). Reconnect is also an HSP for the purposes of submitting Data under this ESPA.
- C. Under section 37 of the *Personal Health Information Protection Act, 2004*, a health information custodian is authorized to use personal health information about an individual for planning or delivering programs or services that the custodian provides or that the custodian funds in whole or in part, allocating resources to any of them, evaluating or monitoring any of them and for the purpose of activities to improve or maintain the quality of care or to improve or maintain the quality of any related programs or services of the custodian. The aims of the CBI Project are to assist in planning and improving the quality of programs and services.
- D. After consultation with the Community Business Intelligence Working Group (“**CBI Working Group**”), Reconnect entered into a Master Funding and Services Agreement dated as of March 1,

2013 with CAMH (“**Funding Agreement**”) for the purchase of certain information management and technology equipment and services from DATIS, which services include acting as the electronic service provider for the collection of Data for the CBI Project.

- E. Nine community HSPs entered into an interim agreement dated as of July 1, 2013 (“**Interim Agreement**”), in order to develop and test the upload technology and the Schema.
- F. The test phase has been completed. This ESPA terminates and replaces, as of March 1, 2014, the Interim Agreement, it sets out the roles and responsibilities of the Parties with respect to the production phase of the CBI Project and it provides for the entry of all HSPs in the Community Sector to develop the Schema and participate in the production phase of the CBI Project.

**NOW THEREFORE** in consideration of the fees paid by Reconnect to CAMH under the Funding Agreement, the Services (as defined in sub-section 4.1) provided by CAMH, the mutual promises hereinafter set out, the mutual benefit to be derived from the enhancement of standardized Data collection and reporting in the Community Sector, and other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

## **SECTION 1. DEFINITIONS/SCHEDULES**

- 1.1 In addition to terms defined in this ESPA, the following capitalized terms shall have the following meanings:
  - (a) “**Adhesion Agreement**” means the agreement signed by an HSP as set out in Schedule “D”, agreeing to be bound by the provisions of the ESPA and becoming a Party to this Agreement.
  - (b) “**Agent**” means an “agent” as defined in PHIPA, namely a person that, with the authorization of a HIC, acts for or on behalf of such HIC in respect of PHI for the purposes of the HIC, and not the agent’s own purposes, whether or not the agent has the authority to bind the HIC, whether or not the agent is employed by the HIC and whether or not the agent is being remunerated.
  - (c) “**Authorized User**” means any Personnel of an HSP, its Vendor or CAMH who is authorized to access PHI for the purposes set out in this ESPA.
  - (d) “**Business Day**” means Monday to Friday from 9:00 am to 4:00 pm exclusive of statutory holidays in Ontario.
  - (e) “**CBI**” means Community Business Intelligence.
  - (f) “**CBI Project**” means the Community Business Intelligence Project being undertaken by TC LHIN, Reconnect and other HSPs in the Community Sector in the TC LHIN, to work towards a robust level of data quality and reporting.
  - (g) “**Client**” is any patient/client of an HSP whose Client Information is part of the Data.

- (h) **“Client Information”** means, in reference to a client/patient of an HSP, the information about the client/patient that the HSP collects in its client information management system, in whatever media or format and whether such information is expressed in English or French.
- (i) **“Community Business Intelligence Working Group”** or **“CBI Working Group”** means the group that is guiding the CBI Project, in accordance with the current terms of reference set out in Schedule B to this Agreement.
- (j) **“Community Sector”** has the meaning set out in paragraph A of the Background.
- (k) **“Confidential Business Information”** means all information and data, in whatever media or form, that is directly or indirectly disclosed to a Party under this ESPA, including but not limited to financial information, trade secrets, intellectual property, provided the information is either not generally known by or available to the public or marked “private”, “proprietary”, “restricted”, “confidential” or otherwise marked so as to indicate confidentiality, but which excludes information that: (i) is documented as already being in its possession without burden of confidentiality; (ii) is or becomes publicly available through no fault of a non-disclosing Party; or (iii) is disclosed pursuant to the lawful requirement of a court or government agency of competent jurisdiction without condition of confidentiality, provided that the disclosing Party is notified in advance and given the opportunity to seek a protective order against such disclosure.
- (l) **“Data”** means the Client Information that is stored in the Repository, and includes Client Information stored in the Repository before the Effective Date. As of the Effective Date, the elements of the Client Information that shall make up the Data are set out in Schedule C. Additional elements of Client Information will be uploaded to the Repository to form part of the Data upon direction from the CBI Working Group, and Schedule C will be deemed to be amended accordingly. The amended Schedule C shall be posted on the CBI Project website.
- (m) **“DATIS”** means the Drug and Alcohol Treatment Information System Program of CAMH.
- (n) **“De-identify”** means, in relation to the PHI of an individual, to remove any information that identifies the individual or for which it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify the individual, and **“De-identified”** and **“De-identification”** have corresponding meanings.
- (o) **“Effective Date”** means March 1, 2014 or such other date as the Parties shall agree to.
- (p) **“Electronic Services Provider”** means a person who provides goods or services for the purpose of enabling a HIC to use electronic means to collect, use, modify, disclose, retain or dispose of PHI.
- (q) **“EMPI”** or **“Enterprise Master Patient Index”** means a database that is used by CAMH across HSPs to maintain consistent, accurate and current demographic and

essential medical data on the Clients seen and managed within such organizations. The Client is assigned a unique identifier that is used to refer to this Client across organizations. The objective is to ensure that each Client is represented only once across all the software systems used within such organizations and to identify matching Clients.

- (r) **“ESPA”** or **“Agreement”** means this Agreement dated as of March 1, 2014 among Reconnect, CAMH and the HSPs.
- (s) **“HIC”** means health information custodian and has the meaning set out in PHIPA.
- (t) **“HSPs”** means the health service providers who have signed the Adhesion Agreement and includes New HSPs.
- (u) **“Lead Agency”** has the meaning set out in paragraph B of the Background.
- (v) **“New HSP”** means a health services provider in the Community Sector and funded by TC LHIN that signs the Adhesion Agreement set out in Schedule D after the Effective Date of the ESPA.
- (w) **“Party”** means each of Reconnect, CAMH and the HSPs, and **“Parties”** means all of Reconnect, CAMH and the HSPs.
- (x) **“Personal Health Information”** or **“PHI”** has the meaning set out in PHIPA and includes PHI that forms part of the Data.
- (y) **“Personnel”** means any employees, agents, officers, directors, independent contractors, sub-contractors and others for whom a Party is responsible at law.
- (z) **“PHIPA”** means the *Personal Health Information Protection Act, 2004* and regulations thereunder.
- (aa) **“Privacy, Security and Data Access Sub-Group”** has the meaning set out in sub-section 5.3.
- (bb) **“Repository”** means the common database in which Data is stored that is uploaded by HSPs.
- (cc) **“Schema”** means the CBI XML structure that has been developed so that Data may be submitted to CAMH.
- (dd) **“Service Level Commitment”** means a service level commitment of CAMH to Reconnect and HSPs as outlined in the Service Level Commitments in Schedule E.
- (ee) **“Services”** means the electronic services provided by CAMH to the Parties pursuant to this ESPA, as specified in sub-section 4.1.
- (ff) **“TC LHIN”** means Toronto Central LHIN.
- (gg) **“User Implementation Guide”** has the meaning set out in clause 4.3(c).

(hh) “**Vendors**” means the client management system providers for the HSPs.

1.2 **Schedules.** The Schedules to this ESPA form part of this ESPA and are as follows:

Schedule A - Contact Information for CAMH, Lead Agency and Health Service Providers

Schedule B - Terms of Reference for the CBI Working Group

Schedule C - List of Data Elements

Schedule D - Adhesion Agreement

Schedule E - Service Levels for CAMH

Schedule F - Minimum Technical, Physical and Administrative Safeguards

Schedule G – Data Flow

1.3 Any amendments to the Schedules shall be posted by the CBI Working Group on [tcii.reconnect.on.ca](http://tcii.reconnect.on.ca).

## **SECTION 2. PURPOSE OF THE ESPA**

- 2.1 The HSPs wish to provide common Client Information to CAMH in its capacity as Electronic Services Provider, in order to support sector and organizational planning and development for the Community Sector in the TC LHIN. In this phase of the CBI Project, upon and subject to the terms and conditions of this Agreement, HSPs will provide Client Information to CAMH. The Parties shall determine the types of reports and query capability that CAMH shall provide for the HSPs and TC LHIN. No PHI will be shared among HSPs unless authorized under PHIPA and no PHI will be provided to TC LHIN.
- 2.2 The purpose of this Agreement is to outline the roles, responsibilities and rights of each HSP with respect to the Data, the roles and responsibilities of CAMH as the Electronic Services Provider and the roles and responsibilities of Reconnect as Lead Agency for the CBI Project and as an HSP.
- 2.3 In future phases of the CBI Project, Data may be linked with prescribed entities and registries under PHIPA and with other health care organizations. Any further phases of the CBI Project will be developed and agreed to by the Parties through signed addenda to this ESPA.

## **SECTION 3. FLOW OF DATA**

- 3.1 The flow of Data is as described in this SECTION 3 and in the chart in Schedule G to this Agreement.
- 3.2 Each HSP shall provide its Client Information to CAMH in accordance with the requirements set out in Schedule C or as otherwise required by the CBI Working Group acting reasonably. HSPs who are community addiction providers and already providing Client Information to CAMH will

continue to provide such Client Information to CAMH (DATIS) and CAMH will ensure that such Client Information is included as part of the Data for the CBI Project.

- 3.3 Each HSP shall be able to access their Data through a designated portal created by CAMH and will be able to make queries (about only their own Data) through the portal, provided that such queries are permissible under PHIPA.
- 3.4 CAMH shall De-identify Data prior to sending any reports to TC LHIN to ensure that any reports sent to TC LHIN do not contain PHI. CAMH shall provide the De-identified Data to TC LHIN through a designated portal created by CAMH. TC LHIN will be able to query the De-identified Data, according to parameters developed by the Privacy, Security and Data Access Sub-Group to ensure that no queries result in TC LHIN having access to PHI.
- 3.5 CAMH may provide regular reports to HSPs, as determined by the Privacy, Security and Data Access Sub-Group.
- 3.6 No HSP will share any PHI about a Client with any other HSP, nor will CAMH disclose PHI from one HSP to another HSP, unless authorized under PHIPA.

#### **SECTION 4. ROLES AND RESPONSIBILITIES OF THE PARTIES**

##### **CAMH**

- 4.1 CAMH, through DATIS and as a PHIPA Agent of the HSPs, shall provide electronic services, including the following: (collectively, “**Services**”):
  - (a) host the Repository;
  - (b) trouble shoot with HSPs and Vendors having challenges submitting Data into the production environment;
  - (c) provide live credentials to HSPs and Vendors;
  - (d) track implementation activity of the CBI Project for Vendors/HSPs;
  - (e) provide reports to HSPs and TC LHIN and support queries from TC LHIN and from HSPs regarding their own Data, all as further specified in SECTION 7 of this Agreement;
  - (f) comply with all requirements under PHIPA for Electronic Services Providers;
  - (g) provide an EMPI solution for matching of Data, through a contracted third-party;
  - (h) host the EMPI hardware and software components, when completed, and manage the EMPI for purposes of Data linkage and accuracy;
  - (i) provide or contract for any support required for the EMPI solution and establish and manage the EMPI operational processes;
  - (j) manage Data retention in accordance with requirements from the Privacy, Security and Data Access Sub-Group;
  - (k) provide notification to all HSPs of any unplanned outage or downtime, as soon as reasonably possible;
  - (l) participate in the CBI Working Group, and its various committees including the Privacy, Security and Data Access Sub-Group, as required;
  - (m) comply with the minimum technical, physical and administrative safeguards for PHI and Confidential Business Information, as specified in Schedule E;
  - (n) provide incident and breach management support to HSPs, including advising Reconnect and any HSP of any breach or incident with respect to their PHI;

- (o) delete PHI from the Repository upon request by the HSP that provided the PHI; and
- (p) upload the Data to the Repository for any HSP that is a Party to this Agreement, including any HSP that is in the community addictions sub-sector (already submitting Data to CAMH).

## **RECONNECT**

4.2 Reconnect in its capacity as Lead Agency shall:

- (a) work with and provide funding for Vendors for New HSPs to develop the Schema and do initial testing of credentials for participation by such New HSPs in the ESPA;
- (b) provide ongoing feedback on implementation of the CBI Project ;
- (c) track implementation activity in respect of the CBI Project for Vendors/HSPs;
- (d) provide HSPs and New HSPs with the ESPA for execution;
- (e) deal in a reasonable time frame with any complaints by an HSP about CAMH and its provision of Services, or in relation to the CBI Project;
- (f) support the ESPA through the CBI Project Team at Reconnect and implement the governance structure for the CBI Project as further specified in SECTION 5;
- (g) provide support for implementation at CBISupport@datis.ca;
- (h) update the Schedules to this Agreement, as required and post updated Schedules on the website for the CBI Project; and
- (i) develop and make available support documents for HSPs to implement the CBI Project, such as frequently asked questions.

## **HEALTH SERVICE PROVIDERS**

4.3 Each HSP shall:

- (a) execute the Adhesion Agreement to this ESPA prior to participation or continued participation in the CBI Project;
- (b) request credentials for the test and live environment from CAMH;
- (c) record Client Information as specified in the User Implementation Guide prepared for the CBI Project and updated December 17, 2013, accessible at: <http://tcii.reconnect.on.ca/assets/User-Implementation-Guide-1.03.06.pdf> (the “**User Implementation Guide**”);
- (d) use reasonable efforts to ensure that their Client Information to be uploaded to the Repository and stored as Data is accurate, complete and as up-to-date as necessary for its own purposes;
- (e) adhere to jointly adopted policies and procedures for the CBI Project;
- (f) monitor the uploading of its Client Information to the Repository and deal with any errors in the Data resulting from its Client Information uploaded to the Repository;
- (g) configure live credentials; and
- (h) submit Client Information to the live CBI environment after completion of the necessary validations.

## **NEW HSPS:**

4.4 In addition to the obligations of HSPs set out above, each New HSP shall work with their Vendor to complete validation as outlined in the User Implementation Guide.

## SECTION 5. GOVERNANCE OF THE CBI PROJECT

- 5.1 **CBI Working Group.** The CBI Working Group guides and provides advice on the establishment, implementation and operation of the CBI Project. The terms of reference for the CBI Working Group are set out in Schedule B. The Parties acknowledge that the terms of reference are a living document and may be amended from time to time by the CBI Working Group, such amended terms of reference to form part of this ESPA. Membership in the CBI Working Group shall include representation from the three sub-sectors of the Community Sector, the Lead Agency, CAMH, TC LHIN, privacy and security and other subject matter experts, as needed and upon invitation of the CBI Working Group.
- 5.2 **Accountability to TC LHIN.** The Parties acknowledge that the CBI Working Group and the Parties are ultimately accountable to the TC LHIN, through the TC LHIN Performance Measurement and Information Management Director and Team, and that the CBI Project is subject to funding from the TC LHIN.
- 5.3 **Privacy, Security and Data Access Sub-Group.** A Privacy, Security and Data Access Sub-Group has been established by the CBI Working Group to, among other items:
- (a) support and assist with any privacy and security matters arising from the CBI Project and compliance with PHIPA;
  - (b) consider issues relating to access to Data;
  - (c) develop common policies and procedures, where required, including an incident and breach management process, access log review process and Data retention policy;
  - (d) consider the criteria for which changes to the privacy and security environment for the CBI Project will require a PIA and/or TRA; and
  - (e) review this Agreement and any addenda thereto.
- 5.4 **Recommendations.** The Privacy, Security and Data Access Sub-Group shall develop recommendations for consideration by the CBI Working Group concerning (among other items):
- (a) retention of Data (and De-identified PHI) by the CBI Project and development of a Data retention policy;
  - (b) De-identification of Data;
  - (c) requests for Data;
  - (d) future linkages of Data with other health care organizations;
  - (e) future linkages of Data with prescribed entities under PHIPA, such as Canadian Institute for Health Information (CIHI) and Institute for Clinical Evaluative Sciences (ICES);
  - (f) future linkages of Data with E-Health Ontario, if appropriate;
  - (g) reports to be provided to HSPs and TC LHIN; and
  - (h) parameters for queries of De-identified Data by TC LHIN.



- 5.5 **Membership.** Membership for the Privacy, Security and Data Access Sub-Group shall include representation from the three sub-sectors of the Community Sector, the Lead Agency, CAMH, legal counsel with expertise in privacy, subject matter experts and representation from TC LHIN.
- 5.6 **Other Committees/Sub-Groups.** The CBI Working Group may establish such other standing and *ad hoc* committees or sub-groups as are required from time to time, to assist in the operation of the CBI Project. Such committees shall be recommendatory bodies and shall present their recommendations to the CBI Working Group for approval.

## **SECTION 6. EXECUTIVE SPONSORS**

- 6.1 Each Party shall appoint a principal person from their respective organization to act as the executive sponsor (the “**Executive Sponsor**”) for this ESPA. The Executive Sponsor for Reconnect shall be the Chief Operating Officer and for CAMH shall be the Director, DATIS. The coordinates for Reconnect and CAMH Executive Sponsors are specified in sub-section 13.1 of this ESPA and in Schedule A. The Executive Sponsors and their coordinates for each of the HSPs are specified in Schedule A.
- 6.2 In addition to the duties enumerated elsewhere in this ESPA, the Executive Sponsor of each of the Parties shall be responsible for the overall management of the relationship between the Parties and be the person for notice and approvals required under the ESPA. Each Party may change its Executive Sponsor upon notice to Reconnect, which shall update Schedule A accordingly.

## **SECTION 7. REPORTS**

- 7.1 CAMH shall provide reports to HSPs about their Data on a schedule and in a format to be developed.
- 7.2 CAMH shall report at least yearly to Reconnect on any substantive changes to the privacy and security environment for the CBI Project.
- 7.3 CAMH shall facilitate the TC LHIN to obtain reports in respect of the De-identified Data on a schedule and in a format to be developed, but shall not, under any circumstances, provide PHI to TC LHIN.
- 7.4 CAMH shall ensure that any reports provided to TC LHIN are provided in a manner that is non-identifying and the Parties acknowledge that factors such as a small cell size and unique geographical and other Data elements need to be considered to ensure that none of the information provided is identifiable as that term is referred to in PHIPA.

## **SECTION 8. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 8.1 **General Representations, Warranties and Covenants.** Each Party warrants, represents and covenants to the other Parties that it:

- (a) is duly incorporated and in good standing under the laws of the Province of Ontario and/or the federal laws applicable thereto;
- (b) has full power and authority to enter into and comply with this ESPA, the representatives signing the ESPA are duly authorized signing authorities, and all necessary acts and procedures have been taken in order to authorize the ESPA;
- (c) has no other agreement that would interfere with its obligations under the ESPA;
- (d) is not aware of any actual or potential conflict of interest that it has in entering into this ESPA;
- (e) operates and shall operate in compliance with all applicable federal, provincial and municipal laws, rules and regulations arising out of or connected with its obligations under this ESPA, including compliance with the provisions of PHIPA for Agents and electronic services providers; and
- (f) holds and shall hold all permits, licenses, consents, and authorities necessary to perform its obligations under the ESPA.

8.2 **CAMH Performance Warranties and Covenants.** CAMH warrants, represents and covenants to the other Parties that it will:

- (a) perform the Services diligently and competently by experienced and qualified Personnel, in a thorough manner to a standard of professional competence in accordance with industry practices;
- (b) ensure, with respect to any contract between CAMH and a contractor (who is not an employee of CAMH) for the performance of the Services (or a part thereof), that it will enter into a written agreement with such contractor containing terms and conditions that are applicable to the contractor that are no less stringent than those included in this Agreement;
- (c) provide the Services to respond to the needs of the Parties in a timely fashion in accordance with all agreed upon timelines applicable to the Services;
- (d) locate the Services and any Data storage only in Ontario in order to ensure that there is no cross-border transfer of Data;
- (e) provide the Services in a manner that will permit interoperability and compatibility with other products and services necessary to implement the CBI Project;
- (f) provide the Services in compliance with the policies to be developed for the CBI Project and provided to CAMH, including CBI Project policies to be developed concerning incidents, complaints, breach management, retention and de-identification of PHI. (CAMH is involved in development of the policies through its participation on the Privacy, Security and Data Access Sub-Group); and
- (g) ensure that CAMH Personnel are trained in CBI Project policies.

8.3 While each HSP shall use reasonable efforts to ensure that PHI of Clients that it uploads to the CBI live environment is accurate, complete and up-to-date as necessary for its own purposes, no HSP warrants or represents to any other Party the accuracy or the completeness of any PHI contained within the said environments.

8.4 The Parties acknowledge and agree that each of them is relying upon the representations, warranties and covenants set out herein in executing this ESPA and that the representations, warranties and covenants set out in this SECTION 8 survive the execution of this ESPA and shall be true throughout the term of this ESPA.

## SECTION 9. PRIVACY AND SECURITY OBLIGATIONS

The Parties agree to the following privacy and security obligations:

### **Roles and Responsibilities:**

- 9.1 Each HSP is a HIC. As such, HSPs retain all responsibility for Data in their custody and control and shall comply with all obligations imposed on HICs by PHIPA. For greater certainty, each HSP understands and agrees that, with respect to PHI that originated from itself, it shall bear the responsibility, and not CAMH, to notify Clients of any inappropriate access, use, disclosure, theft or loss of that PHI as further contemplated in clauses 9.18(a) and 9.18(b).
- 9.2 Under paragraphs 37 (1) (c) and (d) of PHIPA, a HIC is authorized to use (among other uses) PHI about an individual for planning or delivering programs or services that the HIC provides or that the HIC funds in whole or in part, allocating resources to any of them, evaluating or monitoring any of them and for the purpose of activities to improve or maintain the quality of care or to improve or maintain the quality of any related programs or services of the HIC. Subsection 37(2) of PHIPA provides the authority for HSPs to provide PHI to CAMH as their Agent to use PHI for these purposes, as part of the CBI Project.
- 9.3 Under this ESPA, CAMH operates in the capacity of an Electronic Services Provider that is also an Agent of the HSPs. As such, CAMH may use and disclose the PHI of the HSPs only where such use or disclosure is necessary for CAMH to provide the Services and as an Agent of the HSPs, solely as directed by the HSPs for the purposes set out in the ESPA.
- 9.4 CAMH is obligated to meet the obligations accruing to an Agent, as defined in PHIPA. At a minimum, CAMH shall maintain the technical, administrative, physical and security safeguards specified in Schedule F.
- 9.5 CAMH shall provide notice to, and obtain consent from, the Lead Agency and the Privacy, Security and Data Access Sub-Group, prior to implementing any substantive change to its technology environment or to the Schema that could impact the privacy or security of the CBI Project. CAMH shall not use any form of cloud computing for the CBI Project.
- 9.6 Reconnect as Lead Agency may upon reasonable notice to CAMH and during a Business Day audit the premises of CAMH to determine if CAMH is in compliance with the privacy and security obligations set out in this ESPA.

### **Access, Use and Disclosure of PHI:**

- 9.7 **Restrictions on Use:** CAMH may access and use Data of HSPs provided to CAMH that is necessary to provide the Services.
- 9.8 **Disclosure of Data:** CAMH shall not disclose any PHI to which it has access except as permitted by the HSPs and in accordance with PHIPA.
- 9.9 **Access by CAMH Personnel:** CAMH shall give access to Data only to those of its Personnel acting on its behalf who have a legitimate need to access the Data in order to fulfill CAMH's obligations under this ESPA.

- 9.10 **Restrictions on Third Parties and Contractors:** CAMH shall not permit any of its Personnel, including third parties, to access the Data under this ESPA unless the individual(s) in question agree(s) in writing to comply with the restrictions that apply to CAMH under PHIPA and this ESPA.
- 9.11 **Retention of Data:** The Data received by CAMH shall be a copy of the original Client Information which is maintained by the HSP. CAMH shall not retain PHI in the Repository for longer than is necessary as determined by the Privacy, Security and Data Access Sub-Group. Subject to PHIPA, De-identified Data may be retained for as long as is useful for purposes of planning for health care. It is acknowledged and agreed that each HSP will maintain its own Client Information that forms part of the Data in accordance with the statutory and policy requirements for such retention relevant to each HSP.

#### **Safeguards:**

- 9.12 **Monitoring:** CAMH shall implement policies and procedures to ensure that Authorized Users are complying with the privacy and security terms and conditions of this ESPA. In particular, CAMH shall monitor and audit access, use and disclosure of the Data in the Repository. Audit reports shall be made available to the HSPs upon request.

#### **Assessments:**

- 9.13 The Lead Agency has completed a threat risk assessment (**TRA**) and privacy impact assessment (**PIA**) of the CBI Project. A summary of the results of the TRA and PIA have been posted on the website for the CBI Project and are available to all HSPs.
- 9.14 In order to ensure the protection of PHI, CAMH will remediate applicable security and privacy risks in the CAMH Environment which are identified by the CBI Project PIA and TRA and which could impact the CBI Project, within a reasonable time frame and with an appropriate allocation of costs as agreed to by Reconnect, CAMH and the Working Group, in consultation with the Privacy, Security and Data Access Sub-Group and TC LHIN. CAMH shall provide monthly reports as to its progress on the remediation required pursuant to this sub-section.
- 9.15 The Parties acknowledge that CAMH will be undertaking or commissioning a PIA and TRA of DATIS and CAMH shall provide the results of the PIA and TRA of DATIS (as it relates to the CBI Project) to the Parties within a reasonable time frame of the PIA and TRA being completed. In order to ensure the protection of PHI, CAMH will remediate applicable security and privacy risks which are identified by the CAMH PIA and TRA and which could impact the CBI Project, within a reasonable time frame as agreed to by Reconnect, CAMH and the CBI Working Group, in consultation with the Privacy, Security and Data Access Sub-Group and TC LHIN. CAMH shall provide monthly reports as to its progress on the remediation required pursuant to this sub-section.

#### **Accountability and Requests for Access/Correction:**

- 9.16 **Privacy Officer:** CAMH has a designated privacy officer who shall be given responsibility for compliance by CAMH with the security and privacy obligations flowing from this ESPA. The coordinates for the privacy officer are set out in Schedule A to this ESPA.

9.17 **Requests for Access:** If CAMH receives a request for access or correction to PHI that CAMH has been provided by an HSP in order to provide the Services, it shall direct the request to the privacy officer for the HSP that collected the PHI at the coordinates specified in Schedule A.

9.18 **Privacy Breaches and Complaints:**

- (a) If CAMH becomes aware that PHI has been stolen or lost, or a person has obtained unauthorized access to PHI, or CAMH has used, disclosed or disposed of the PHI other than as contemplated in this ESPA or in accordance with applicable law (collectively referred to in this sub-section as the “**Breached PHI**”), then CAMH shall at the first reasonable opportunity (not to exceed two Business Days) notify the privacy officer of the HSP that provided the PHI to CAMH as well as Reconnect by telephone followed by written notice at the coordinates set out in Schedule A. The HSP shall contact the Client to whom the Breached PHI relates, in accordance with the HSP’s and CBI Project’s procedures for notification of a privacy breach. Reconnect shall advise the CBI Working Group of the breach and CAMH shall cooperate with the HSP, Reconnect and the CBI Working Group to deal with such breach.
- (b) If an HSP receives a complaint regarding its collection, use, or disclosure of PHI in regard to the CBI Project, it shall deal with such complaint in accordance with its own procedures for dealing with privacy complaints, and shall immediately advise and consult with Reconnect as Lead Agency about the complaint and about the HSP’s plans to deal with the complaint. Reconnect shall advise the CBI Working Group of the complaint and the HSP shall cooperate with Reconnect and the CBI Working Group to deal with such complaint.
- (c) If CAMH receives a complaint about the Services (but which does not involve the PHI of an HSP), it shall deal with such complaint in accordance with its own procedures for dealing with privacy complaints, and shall immediately advise and consult with Reconnect as Lead Agency about the complaint and about CAMH’s plans to deal with the complaint. Reconnect shall advise the CBI Working Group of the complaint and CAMH shall cooperate with Reconnect and the CBI Working Group to deal with such complaint.
- (d) Without limiting the provisions of this SECTION 9, each Party agrees to cooperate with the other Parties in the event of a privacy breach, complaint or incident, including any complaints to the Information and Privacy Commissioner for Ontario, and take all necessary steps to deal with such breach, complaint or incident.

9.19 This SECTION 9 and Schedule F shall survive the termination or expiry of this ESPA.

**SECTION 10. COMMUNICATIONS/CONFIDENTIAL BUSINESS INFORMATION**

10.1 Each Party agrees that, except as required to perform the Services or with prior written approval of the affected Party, it will not disclose to any person, firm, corporation or other entity any Confidential Business Information that belongs to or is in respect of another Party or that becomes known to a Party as a result of this ESPA.

10.2 The ESPA shall be posted on the CBI website. No Party shall make any statement to the press or public communication about the CBI Project without the prior written approval of Reconnect. Notwithstanding the foregoing, the Parties understand that CAMH is bound by the *Freedom of*

*Information and Protection of Privacy Act, 1990 (“FIPPA”)* and that records supplied by the Parties to CAMH may therefore be subject to access under FIPPA. CAMH cannot guarantee that the confidentiality of this ESPA or records created or provided by the Parties will be preserved if a request for access is made under FIPPA. The Parties also understand that the other Parties are not bound by FIPPA. CAMH shall follow all relevant procedures set out in FIPPA for the processing of a request including the provision of notification to the Parties that access has been requested.

10.3 This SECTION 10 shall survive the termination or expiry of this ESPA.

## **SECTION 11. DISPUTE RESOLUTION**

- 11.1 The Parties agree to open, honest and timely communication regarding this ESPA and their obligations hereunder.
- 11.2 Where a dispute arises, the Executive Sponsors for the involved Parties shall try to resolve the dispute.
- 11.3 For situations where the Executive Sponsors cannot agree upon a solution within one week of the issue being raised, the issue may be referred by any of the Parties to their Executive Directors (or such other of its senior managers designated by a Party), for resolution within a further one week period.
- 11.4 If the Parties cannot resolve the dispute, the matter shall be considered by the CBI Working Group for resolution within two weeks of the matter being referred to the CBI Working Group.
- 11.5 If the matter still is not resolved to the satisfaction of the Parties, any Party may withdraw from and terminate its rights and obligations under this Agreement in accordance with, as applicable, Sections 12.3 (in the case of Reconnect), 12.4 (in the case of an HSP) and 12.5 (in the case of CAMH), provided that all provisions of this Agreement which by their nature survive or are specifically set out as surviving the termination or expiry of this Agreement shall remain in force.

## **SECTION 12. TERM AND TERMINATION**

- 12.1 The term of this ESPA commences on the Effective Date and will continue unless:
- (a) terminated in accordance with this SECTION 12;
  - (b) the TC LHIN or other funder ceases to provide or diminishes funding for the CBI Project;  
or
  - (c) an order or direction is issued from the Minister of Health and Long-Term Care, applicable to the TC LHIN or regulatory/funding body that is inconsistent with the ability of the Parties to fulfil this ESPA.

- 12.2 New HSPs may enter into this ESPA on a staggered basis through the signing of an Adhesion Agreement as set out in Schedule D and shall only be responsible for the obligations hereunder as of the effective date set out in their Adhesion Agreement (referred to as the Adhesion Date).
- 12.3 Reconnect may terminate this ESPA for any reason upon 60 days' written notice to the other Parties.
- 12.4 An HSP shall have the right to withdraw from and terminate its rights and obligations under this ESPA upon 60 days' written notice to the other Parties.
- 12.5 In order to provide time for an appropriate transition of Services, CAMH may terminate this ESPA upon six months' prior written notice to the other Parties.
- 12.6 If an HSP or CAMH is in default of its obligations under this ESPA (including, without limitation, any failure by CAMH to remediate any security or privacy risks as agreed to by the Parties under sub-section 9.14 or sub-section 9.15, Reconnect may give notice of default to such HSP or to CAMH as the case may be, specifying the nature of the default, and if the defaulting HSP or CAMH has not within 30 days after receipt of such notice, cured such default to the satisfaction of Reconnect, Reconnect may terminate CAMH or the HSP as a Party to this Agreement, for default.
- 12.7 If Reconnect is in default of its obligations under this ESPA, any Party may give notice of default to Reconnect (with a copy to the other Parties), specifying the nature of the default, and if Reconnect has not within 30 days after receipt of such notice, cured such default to the satisfaction of such Party, the Party shall bring the matter to the CBI Working Group for resolution. If no resolution is achieved by the CBI Working Group within 30 days, the Party may bring the matter to the TC LHIN for resolution. If the aggrieved Party is CAMH, CAMH shall bring the matter directly to the TC LHIN for resolution.
- 12.8 Notwithstanding sub-section 12.6, Reconnect shall be able to terminate the participation of a Party to this ESPA immediately upon written notice, if there is a material breach of the privacy and confidentiality provisions of this ESPA by such Party.
- 12.9 Upon the termination of this ESPA or a Party for any reason:
- (a) the Parties shall use reasonable commercial efforts to cooperate to minimize any disruption caused by the termination and to transition any of the Services or obligations if required, including in the case of CAMH to take whatever action is necessary in order to transfer the Repository and related technology and equipment back to Reconnect or a third party, all as directed by Reconnect;
  - (b) all of the privacy and security obligations of the Parties will continue after termination;
  - (c) in addition to the provisions of (a) and (b) above, if an HSP has been terminated or withdraws from its participation in the ESPA, then any Data (PHI) held by CAMH that has been uploaded to the Repository in respect of such HSP will be securely deleted or dealt with as otherwise instructed by the HSP and in accordance with the Data Retention Policy to be developed by the Privacy, Security and Data Access Sub-Group; and
  - (d) in addition to the provisions of (a), (b) and (c) of this sub-section 12.9, if CAMH terminates its participation as a Party or if CAMH is terminated as a Party to this Agreement by Reconnect, then all Data held by CAMH shall either be securely transferred to a new Electronic Services Provider or securely deleted within six months of notice of termination, as directed by Reconnect and the HSPs.

The CBI Working Group shall assist in ensuring an orderly transition in the event of termination of the ESPA or the participation of any Party to this ESPA.

### SECTION 13. NOTICES

- 13.1 All notices under this ESPA shall be in writing and shall be served by personal delivery, mail or facsimile transmission at the address of the receiving Party set forth below or in Schedule A (or at such different address as may be designated by such Party by written notice to the Lead Agency, provided that the Lead Agency updates the contact information for such Party by updating Schedule A hereto in accordance with the updating provisions set out on Schedule A). All notices by mail shall be by registered mail; return receipt requested and shall be deemed delivered on the fifth Business Day after mailing. All notices by personal delivery shall be deemed delivered on receipt if during a Business Day (if not on a Business Day, then it shall be deemed delivered on the next Business Day). All notices by facsimile transmission shall be deemed delivered on the next Business day following the day of sending.

**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  
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  
Fax: 416-583-1236

Notices for the HSPs shall be to the Executive Sponsors specified in Schedule A and their coordinates therein.

**For Reconnect:**

Reconnect Mental Health Services  
56 Aberfoyle Crescent, Ste. 400  
Toronto, ON M8X 2W4

Attention: Mohamed Badsha, Chief  
Operating Officer  
Fax: (416) 248-6557

### SECTION 14. INDEMNIFICATION AND INSURANCE

- 14.1 Each Party (in this sub-section, the “**Indemnifying Party**”) shall indemnify and hold harmless the other Parties against any and all third party civil or administrative actions, claims or proceedings (including proceedings or complaints under PHIPA) and reasonable legal fees, incurred by the other Party or Parties and result from the negligence of the Indemnifying Party in its performance under this Agreement or the breach of its covenants and agreements under this Agreement by the Indemnifying Party or its Personnel, on the condition that the non-defaulting Parties provide prompt written notice of any claim that might give rise to such liability and co-operate in the defence of such claim, including the provision of material documentation in



compliance with applicable legislation, and further provided that the Indemnifying Party may, at its option, assume responsibility for the defence of or response to such third party claim.

- 14.2 CAMH shall also indemnify and save harmless the other Parties against any and all claims or liabilities of any kind whatsoever arising from any third party suit or proceeding brought against the other Parties for the alleged infringement of any copyright, trademark, trade secret or other intellectual property or proprietary right, where such infringement has arisen out of CAMH's performance of the Services.
- 14.3 No Party (including their Personnel) shall be liable to the other Party or Parties or their Personnel in any way whatsoever, for any indirect, punitive, incidental, special or consequential damages, including, but not limited to, loss of savings or profit, nor for any lost revenue. This limitation shall apply whether or not such damages are foreseeable and whether or not the defaulting Party has been advised of the possibility of such damages
- 14.4 Each Party shall maintain and pay for adequate liability insurance to cover its obligations under this ESPA, and at minimum shall maintain: **Commercial General Liability Insurance**, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence and not less than five million dollars (\$5,000,000) in the annual aggregate.
- 14.5 Upon request by a Party, the other Parties shall provide a valid certificate of insurance and any replacements thereof that reference this ESPA, and confirms the above requirements.
- 14.6 The obligations under this Section survive the termination or expiration of this ESPA.

## **SECTION 15. OWNERSHIP OF INTELLECTUAL PROPERTY**

- 15.1 The ownership of intellectual property (arising from the Services) between CAMH and Reconnect shall be as set out in the Funding Agreement and survives the termination or expiry of the ESPA.

## **SECTION 16. GENERAL/INTERPRETATION**

- 16.1 **Independent Contractors.** Nothing contained in this ESPA shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the Parties. The Parties shall each act as independent contractors for the purposes of this ESPA. Without limiting the foregoing, each Party covenants and agrees with every other Party that:
  - (a) it shall be solely responsible for obtaining any necessary licences and permits and for complying with any applicable federal, provincial and municipal laws pertaining to the employees, servants, or agents it employs in carrying out its obligations under this Agreement and shall, where applicable, pay, deduct, and remit to the appropriate government authority income tax and employer and employee contributions, premiums and assessments for Canada Pension, Employment Insurance, Employer Health Tax and Workers Compensation in respect of its employees, and any similar deductions or payments which may from time to time be applicable to such employees; and

- (b) its own employees shall remain under the exclusive control and direction of its board of directors and management, including, without limitation, with respect to the performance of its obligations under this Agreement.
- 16.2 **Jurisdiction of Laws** This ESPA shall be governed by the laws of Ontario and Canada applicable therein. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario.
- 16.3 **Survival** In addition to those provisions of this ESPA specified as surviving the termination or expiry of this ESPA or which could reasonably be expected to survive the ESPA, the obligations set out in clause 8.2(d), sub-sections 12.9 and 16.3 shall survive the termination of this ESPA for any reason whatsoever.
- 16.4 **Entire Agreement/Amendments** This ESPA and addenda to this ESPA, if any, together with the Schedules constitute the complete contract between the Parties relating to the subject matter hereof and supersede any prior or contemporaneous agreement or understanding whether written or oral, except that, it is hereby acknowledged and agreed, between CAMH and Reconnect that the subject matter of this Agreement is also the subject matter of the Funding Agreement and any agreements entered into pertaining to the Funding Agreement. Any amendments to this ESPA must be in writing and signed by the Parties.
- 16.5 **Waiver** Any waiver of, or consent to depart from, the requirements of any provision of this ESPA shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this ESPA shall operate as a waiver of such right.
- 16.6 **Approvals** Except where expressly provided as being in the discretion of a Party, if an approval, acceptance, consent, or similar action by a Party is required under the Agreement, then such action shall not be unreasonably delayed or withheld.
- 16.7 **Assignment/Transfer** No Party may assign, transfer or otherwise dispose of all or any part of its rights or obligations under this ESPA without the prior written consent of the other Parties.
- 16.8 **Severability** If any provision of this ESPA shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this ESPA shall not be affected thereby.
- 16.9 **Gender and Number** In this ESPA, words importing the singular include the plural and vice versa and words importing gender include all genders, including the neutral gender.
- 16.10 **Successors and Assigns** This ESPA shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 16.11 **Other Agreements/Further Assurances** Each of the Parties shall upon a reasonable request by any of the Parties, execute and deliver such further documents and do such further acts and things as the requesting Party or Parties may request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this ESPA.
- 16.12 **Legislation** Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute or regulation thereto.

16.13 *Counterparts/Signatures* This ESPA may be executed in counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement. Signatures may be original, faxed, in electronic format or scanned.

IN WITNESS WHEREOF this ESPA has been executed by the duly authorized representatives of CAMH and Reconnect as of the Effective Date and as set out below and by the duly authorized representatives of the HSPs as of the effective date set out in their respective Adhesion Agreements.

**RECONNECT MENTAL HEALTH SERVICES**

By: Mary Jane Cripps March 14, 2014  
Name: Mary Jane Cripps Date (03/14/2014)  
Title: Chief Executive Officer

By: Mohamed Badsha MARCH 19/2014  
Name: Mohamed Badsha Date (03/14/2014)  
Title: Chief Operating Officer

**CENTRE FOR ADDICTION AND MENTAL HEALTH**

By: Rob Moore 03/25/2014  
Name: ROB MOORE Date (MM/DD/YYYY)  
Title: EXECUTIVE DIRECTOR, PSSP

By: Lori Spadaccia March 27, 2014  
Name: Lori Spadaccia Date (MM/DD/YYYY)  
Title: Vice President, Communications & Partnerships

**SCHEDULE A - CONTACT INFORMATION FOR CAMH, LEAD AGENCY AND HEALTH  
SERVICE PROVIDERS**

**(Will be updated on the CBI Website as HSPs sign their Adhesion Agreements)**

Name and Address	Name of Executive Sponsor, Title, Phone, Fax and E-mail for Notice Purposes	Privacy Officer & Coordinates
Centre for Addiction and Mental Health Drug & Alcohol Treatment Information System Program 33 Russell Street – 3 <sup>rd</sup> Floor Toronto, ON M5S 2S1	Claudio Rocca, Director, DATIS E: Claudio.Rocca@camh.ca T: 4160535-8601 ext. 33259 F: 416-593-4694  c.c. Sarah Lowy, Corporate Legal Counsel E: Sarah.Lowy@camh.ca T: 416-535-8601, ext. 32123 F: 416-583-1236	Susan Anthistle, Information and Privacy Officer Bell Gateway Building, 5 <sup>th</sup> floor 100 Stokes Street Toronto ON M6J 1H4 E: Susan.Anthistle@camh.ca T: 416-535-8601, ext. 33880 F: 416-583-3487
Reconnect Mental Health Services 56 Aberfoyle Crescent, Ste. 400 Toronto, ON M8X 2W4	Mohamed Badsha Chief Operating Officer E: <a href="mailto:mbadsha@reconnect.on.ca">mbadsha@reconnect.on.ca</a> T: 416-558-6891 F: 416-248-6557	Lorraine Blondin Operations Officer E: <a href="mailto:lblondin@reconnect.on.ca">lblondin@reconnect.on.ca</a> T: 647-267-9482 F: 416-248-6557

**SCHEDULE B - TERMS OF REFERENCE FOR TORONTO CENTRAL LHIN  
COMMUNITY BUSINESS INTELLIGENCE WORKING GROUP (Initially  
adopted on February 25, 2013)**

**Overview**

In the spring of 2012, the Community Business Intelligence Project Reference Group (the “**Working Group**”) was formed to develop a set of common data elements to support sector and organizational planning and development for the Community Sector Service providers in the Toronto Central LHIN. In June 2012, the Working Group, in collaboration with the CBI Project Team, produced a final report with 10 recommendations.

The Toronto Central LHIN reviewed the recommendations and is in support of moving forward with the implementation for the community sector.

**Working Group Objectives**

The purpose of the Working Group is to oversee the implementation of the first phase of the CBI Project in which HSPs provide their Client Information to CAMH for reporting back to the HSP and to the TC LHIN. The Working Group will work with the CBI Project Team to advise, offer input and ensure a broad community sector perspective is considered throughout the implementation of the first phase of the CBI Project. If membership continues to be appropriate for further activity, this group may be leveraged for future phases of the CBI project.

**Responsibilities**

The responsibilities of the Working Group are to:

- Determine scope and criteria for early adopter phase
- Review implementation approach for early adopter phase
- Identify challenges and success from early adopter phase and make recommendations for implementation approach for full rollout
- Oversee full rollout implementation
- Identify requirements for data linkages with other appropriate data sources
- Identify priorities and criteria for an electronic service provider to house the data repository
- Make recommendations on data access and reporting
- Oversee any additional activities to support the implementation of the Project’s first phase

**Membership**

The Working Group will be comprised (based on number of HSPs in each subsector, and with intent to include HSPs which offer services in more than one subsector) of:

- Representatives (up to 3) from CSS HSPs
- Representatives (up to 3) from CMH HSPs
- Representatives (up to 3) from Addiction HSPs
- Subject matter experts as required
- Toronto Central LHIN Representation

The Working Group may adjust its membership as required

## **Sub Groups**

Sub groups will be assembled as necessary. The requirements for the sub group will be determined by the Working Group.

## **Meeting Frequency and Administration**

Meetings will be held bi-monthly or at the call of the CBI Project Team to oversee the implementation of the first phase of the CBI Project. The CBI Project Team will be responsible for meeting administration.

## **Decision Making**

The Working Group will adopt a consensus model of decision-making. As such, deliberations of the Working Group will seek to build consensus based on full consideration of the needs and requirements of HSPs to most effectively serve and support persons in the TC LHIN who require support, service and treatment in the community. Where consensus is not an option the Working Group will adopt an approach to bring the topic to resolution. As the Working Group is an advisory body, recommendations regarding the implementation of the first phase of the CBI Project will be presented to the TC LHIN Performance Measurement and Information Management Director and Team for approval.

## **Duration**

The Working Group will be initiated in February 2013 and will continue until at least March 2014. A determination for extending the term of the Working Group will be made at that time.

**SCHEDULE C - INITIAL LIST OF ELEMENTS OF CLIENT INFORMATION TO BE  
UPLOADED TO REPOSITORY AND FORM PART OF DATA (AS AT EFFECTIVE DATE)**

Element	Description
orgId	The master number issued by the MOHLTC.
clientId	The value that uniquely identifies a client/patient within a software and agency record.
healthcardNo	The OHIP health card number.
firstname	First name provided by the client/patient.
lastnameAtBirth	Last name on the client's/patient's birth certificate.
lastnameCurrent	Last name provided by the client/patient.
middleNames	Middle name(s) provided by the client/patient.
dateOfBirth	The date of birth that appears on the client's/patient's birth certificate.
Age	The actual or estimated age provided by a client/patient if their date of birth is not available. Note: If you collect the date of birth, you do not need to collect the age as well.
Gender	The gender selected by the client/patient.
address1	The address provided by the client/patient.
address2	The address provided by the client/patient.
City	The city provided by the client/patient.
postalCode	The Canadian postal code for the address provided by the client/patient.
lhin_OfResidence	The LHIN in which the client/patient resides.
Phone	The primary phone number provided by the client/patient.
fc_admissionId	The (primary) key that uniquely identifies a record in the table storing admissions to functional centres (or programs).
fc_Id	The functional centre ID.
fc_referralDate	The date upon which the HSP becomes aware a client's/patient's referral to a functional centre for service.
fc_admissionDate	The date on which the HSP registers a client/patient into a functional centre.
fc_serviceInitDate	The date on which service delivery in a functional centre/patient starts or started.
fc_dischargeDate	The date on which the HSP deregisters a client/patient from a functional centre.

**SCHEDULE D - ADHESION AGREEMENT**

**INSTRUMENT OF ADHESION** dated \_\_\_\_\_ (“**Adhesion Date**”) by \_\_\_\_\_ [*insert organization’s name*] (the “**HSP**”) to the Electronic Service Provider Agreement made as of the first day of March, 2014 among Reconnect Mental Health Services, Centre for Addiction and Mental Health and the Health Service Providers that enter into the Adhesion Agreement (the “**ESPA**”).

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

1. The HSP represents and warrants that it is a health information custodian for purposes of the *Personal Health Information Protection Act, 2004*.
2. The HSP 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 ESPA, as and from the Adhesion Date, as if the HSP were an original Party thereto and to the same extent as the other Parties to the ESPA, and, without limiting the foregoing, to observe, fulfill and perform all of the obligations of an HSP under the ESPA.
3. All capitalized terms used but not defined herein have the meanings set out in the ESPA.
4. For purposes of Schedule A of the ESPA, the HSP hereby designates its: \_\_\_\_\_ as the Executive Sponsor, with the following coordinates:
  
  
  
  
  
  
  
  
  
  
5. For purposes of Schedule A of the ESPA, the HSP’s Privacy Officer is as set out below:

By: \_\_\_\_\_  
I have authority to bind the corporation

The foregoing Instrument is hereby accepted by the current Parties to the ESPA and the HSP has accordingly become a Party to the ESPA as of the Adhesion Date, as evidenced by receipt by Lead Agency of a completed and executed Adhesion Agreement and posting of the coordinates of the HSP on Schedule A to the ESPA on the CBI website.



## SCHEDULE E – SERVICE LEVELS FOR CAMH

CAMH is committed to providing the following service levels:

- A secure technical infrastructure to support the CBI Project and its objectives.
- A dedicated Storage Area Network space isolated from other CAMH environments.
- A secure web services portal and/or other secure data transmission pointing to url *cbiproject.ca*
- Maintenance of adequate staffing levels during business hours, necessary to support service level expectations for the CBI Project.
- Generation of automatic reports from the Helpdesk based on the requested schedule from the CBI Project Team.
- Maintenance of 24/7 on call oversight of server, database and web services.
- Daily incremental back up of server and database.
- Four hour disaster recovery time frame.

## **SCHEDULE F - MINIMUM TECHNICAL, ADMINISTRATIVE AND PHYSICAL SAFEGUARDS FOR PHI AND CONFIDENTIAL BUSINESS INFORMATION**

### Technical/Data Security

- authentication measures (such as computer password protection, registration of individuals with access to the Repository, and unique log-on identification) have been implemented to ensure that only Authorized Users can access PHI and Confidential Business Information
- virus-checking programs have been implemented
- an encryption protocol is used if electronic transmission of Data is required and for Data at rest within the repository
- testing and production environments are segregated
- no PHI to be used for the test phase of the CBI Project
- session management - time out after a period of inactivity
- no PHI is to be sent by facsimile transmission
- safeguards are monitored on an ongoing basis for compliance and effectiveness
- CAMH to have a process in place to ensure that access is terminated immediately upon an Authorized User no longer requiring access to the Repository
- password policy parameters are required such as minimum password length, special characters, expiry, logging invalid login attempts, resets for forgotten user passwords
- ongoing back up of Data
- protection against malware is in place
- regular vulnerability scanning to be in place and conducted as of March 2014.

### Administrative

- an individual(s) has been designated as being responsible for privacy and security compliance for CAMH in respect of DATIS
- an agreement between CAMH and each of the Authorized Users of the Repository – should also include a click through agreement notice dealing with key elements about use of the Repository when Authorized Users sign on
- agreements between CAMH and any third party that it engages to assist in the administration/management of the Repository that flows through the privacy and security obligations under this ESPA (e.g. software developer, helpdesk and technology troubleshooting) including the safeguards set out in this Schedule
- an organizational governance framework for privacy, confidentiality, and security is in place
- organizational policies for Data storage, management, access and correction, breach management, auditing, privacy, security, risk management, retention and destruction have been developed, implemented and are monitored and enforced
- only authorized staff may have access to and use of Confidential Business Information and PHI related to this ESPA on a “need-to-know” basis (i.e., when required to perform Services)
- nondisclosure or confidentiality agreements are in place for all Personnel providing Services, which agreements contain appropriate discipline for breach of privacy, confidentiality, or security, up to and including dismissal or termination
- mandatory and ongoing privacy, confidentiality, and security training is conducted for all Personnel providing Services
- a “Privacy Breach” protocol has been developed and implemented
- a policy/protocol is in place for dealing with privacy complaints
- backup security and acceptable business recovery plans, (including disaster recovery, Data backup and alternative power) are in place

## Physical

- computers and files that hold Data are housed in secure settings in rooms protected by such methods as combination lock doors or smart card door entry, with paper files stored in locked storage cabinets
- Personnel have been provided with photo identification or coded card swipe, if applicable
- visitors are screened and supervised if in an office setting
- pre-booking of visitors if PHI is hosted in a data centre
- the number of locations in which Data is stored has been minimized and specified in advance
- the architectural space of CAMH in respect of DATIS precludes public access to areas where Data are held
- routine surveillance of premises is conducted
- physical security measures are in place to protect Confidential Business Information and PHI from hazards such as flood or fire
- cameras are prohibited in any areas in which Confidential Business Information and PHI is available
- CCTV monitoring of CAMH premises
- Storage of PHI is not permitted on mobile or local devices
- Network security controls
- provision for secure destruction of PHI, including additional persistence (retention) on backup media

### SCHEDULE G- DATA FLOW (Section 3.0)

