



**Children's
Treatment Network**

**Information Sharing Agreement
Revised 2008**

INFORMATION SHARING AGREEMENT

THIS AGREEMENT MADE AS OF THE ● DAY OF ●, 2008

BETWEEN:

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

[referred to as "**CTN**"]

- and -

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

[referred to as "**Participant**"]

[together, "**the Parties**" and each a "**Party**"]

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

AND WHEREAS CTN is a health information custodian ("**HIC**") under the *Personal Health Information Protection Act, 2004* ("**PHIPA**") in relation to its operation of programs for community health care through the provision of health care services by its hosted staff;

AND WHEREAS CTN is a network administration corporation for a network of organizational participants ("**the Participants**") (a list of whom shall be maintained on CTN's website), from various health care, educational and social agencies and has developed a clinical software application that provides an integrated electronic client record and a single plan of care to support coordinated care among CTN and the Participants, with the consent of clients and their families;

AND WHEREAS the Parties wish to ensure that authorized users from each of the Participants have access to the electronic client record for the purposes of developing and delivering the single plan of care and documenting those services;

AND WHEREAS the Parties wish to enter into this Agreement in order to outline the rights, obligations and duties of each of them in relation to the integrated electronic client record;

AND WHEREAS some or all of the Participants may wish to use electronic means to disclose personal information to each other, and the Parties agree to enter into such agreements that are necessary or advisable to support this activity.

FOR VALUE RECEIVED, the Parties agree as follows:

1. DEFINITIONS

- 1.1 The terms “collect”, “disclose”, “use”, “health care”, “individual”, “information practices”, “personal health information” (“PHI”) and “record” shall have the respective meanings ascribed thereto by PHIPA;
- 1.2 “Agreement” means this Agreement including the recitals and applicable Schedules, as amended from time to time;
- 1.3 “Applicable Legislation” includes, but is not limited to PHIPA, the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), the *Child and Family Services Act, 1990* (Ontario), the *Education Act* (Ontario), the *Public Hospitals Act* (Ontario) and the *Personal Information Protection and Electronic Documents Act* (Canada) and the respective regulations thereunder, as may be applicable to the CTN and the individual Participant in relation to its obligations under this Agreement;
- 1.4 “Authorized User” means the Participant and those employees, independent contractors or agents of the Participant who have applied for and been granted access to *Singleplanofcare.com*, subject to the terms and conditions set out herein;
- 1.5 “Client” in respect of any PHI or personal information, means the individual to whom it relates;
- 1.6 “Director of Access” means the CTN System Administrator;
- 1.7 “Hosted Staff” means those employees or agents of the Participant who are providing health care and case management services to CTN Clients pursuant to a service agreement;

- 1.8 **“Information Sharing and Management Policy”** means CTN and the Participants’ common information practices relative to *singleplanofcare.com*, as amended from time to time and which shall be maintained on CTN’s website;
- 1.9 **“Personal Information”** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization. Personal information includes personal health information;
- 1.10 **“Privacy Officer”** means the CTN Privacy Officer;
- 1.11 **“Regulation”** means Ontario Regulation 329/04 made under PHIPA;
- 1.12 ***Singleplanofcare.com*** is CTN’s clinical software application that provides an integrated electronic client record and a single plan of care to support integrated working among CTN and the Participants.

2. SCHEDULES

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

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

3. STATUTORY COMPLIANCE

- 3.1 Each Party acknowledges and agrees that:

- (a) It is subject to and shall comply with the Applicable Legislation;
- (b) Providing Authorized Users with access to *singlepointofcare.com* constitutes the use or disclosure of PHI under PHIPA;
- (c) Receiving PHI through *singleplanofcare.com* constitutes the collection of PHI under PHIPA; and

- (d) It will not collect, use or disclose PHI or personal information if, or to the extent that it is aware that the individual has expressly withheld or withdrawn consent to such collection, use or disclosure.

3.2 It is acknowledged and agreed that:

- (a) in providing services to two or more HICs through *singleplanofcare.com* to enable the HICs to use electronic means to disclose PHI to one another, CTN is a health information network provider (“HINP”) and is subject to the requirements under the Regulation;
- (b) The Regulation imposes certain requirements on HICs and on HINPs, including the requirement that the HINP enter into a written agreement with each HIC concerning the services provided to the HIC, that complies with the requirements of paragraph 7 of subsection 6(3) of the Regulation; and
- (c) The Parties wish to enter into this Agreement to comply with the said requirement and to provide for their compliance in other respects with PHIPA and the Regulation, as more particularly set out in Schedule 3.

4. INFORMATION PRACTICES

4.1 CTN and the Participants are working together to harmonize their information practices in relation to *singleplanofcare.com*, including the adoption of the Information Sharing and Management Policy, to ensure that activity related to the collection, use and disclosure of Personal Information and PHI is in compliance with Applicable Legislation, this Agreement and best practice.

4.2 Each Party shall comply with the Information Sharing and Management Policy and CTN’s information practices, as amended from time to time;

4.3 Each Party agrees that:

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

5. ACCESS TO AUTHORIZED USERS

5.1 Prior to a new participant organization joining the network, CTN shall illicit feedback from the Participants;

5.2 CTN may, in its sole discretion, grant access to *singleplanofcare.com* to Authorized Users, subject to the following terms and conditions:

- (a) Access shall be granted in accordance with CTN's information practices for granting access to *singleplanofcare.com*, as set out in the Information Sharing and Management Policy, as may be revised from time to time.
- (b) With the assistance of the Participant, CTN shall be responsible for determining the level of access to be granted to each Authorized User, as is appropriate to his or her responsibilities/authorized purposes.
- (c) The Participant shall be responsible to:
 - (i) provide the Director of Access with the names of individuals who require access to *singleplanofcare.com*, as well as any other information required by CTN to provide such access and the date from which such individuals are to have access; and
 - (ii) promptly notify the Director of Access if any individuals are no longer to have access to *singleplanofcare.com* and the date upon which such access is to be terminated, if termination is not to be immediate.
- (d) CTN shall not grant access to an Authorized User unless and until he or she has:
 - (i) agreed to be bound by the Applicable Legislation, CTN's information practices, including for greater certainty, its Information Sharing and Management Policy, and any user terms and conditions as may be determined by CTN and the Participants from time to time; and
 - (ii) attended training on CTN's information practices, family-centred and integrated processes of care, and use of *singleplanofcare.com*.
- (e) If a Participant or CTN becomes aware of an actual or potential privacy breach involving *singleplanofcare.com*, that Party shall immediately contact the Privacy Officer, and shall invoke CTN's Privacy Breach Protocol as described in the Information Sharing and Management Policy, which may include immediate suspension of an Authorized User's access, pending investigation.
- (f) If CTN revokes or suspends an Authorized User's right of access to *singleplanofcare.com* as a result of an actual or alleged breach of this Agreement or the Applicable Legislation (including without limitation

abuse or misuse of PHI), CTN shall promptly notify the Participant of such revocation or suspension of access and the reasons for it.

- (g) If CTN is of the view that an Authorized User has repeatedly or materially failed to comply with his or her responsibilities under this Agreement or under Applicable Legislation, it may give notice to the Participant of the grounds for such a view and terminate the Authorized User's access, unless satisfied that the Participant has taken reasonable steps to ensure that such failure(s) will not be repeated.

6. PERSONAL AND PERSONAL HEALTH INFORMATION

- 6.1 Personal information and PHI in *singleplanofcare.com* shall remain the property of and shall be within the custody and control of CTN at all times.
- 6.2 All Client requests for access or correction or third party requests for disclosure of records of personal information or PHI shall be promptly forwarded to the Privacy Officer for processing, unless otherwise agreed by the Parties.
- 6.3 The Participant has no authority to disclose personal information or PHI collected through *singleplanofcare.com*, except with CTN's written consent or as required by law.
- 6.4 If the Participant becomes aware that any personal information or PHI it has collected, use or disclosed has been stolen, lost, modified or accessed by any unauthorized person(s), it shall:
 - (a) forthwith notify the Privacy Officer in writing thereof and provide reasonable particulars of such occurrence; and
 - (b) take reasonable steps to mitigate any potential deleterious effects arising from any improper collection, use or disclosure of personal information or PHI.
- 6.5 CTN shall be responsible for promptly carrying out any notifications required under PHIPA in relation to the theft, loss or unauthorized access of personal information or PHI, on its own behalf and on behalf of the Participant.
- 6.6 CTN and the Participants shall use reasonable efforts to ensure that personal information and PHI within *singleplanofcare.com* is accurate, complete and up-to-date as necessary for its own purposes.
- 6.7 Subject to section 6.6, CTN does not warrant to any Participant the accuracy or the completeness of any Personal Information or PHI collected by that Participant through *singleplanofcare.com*, nor shall it held liable or responsible in any way for clinical uses of, or decision-making processes relating to the use of, any such

Personal Information or PHI. The Participant acknowledges that any access is at its own discretion and risk.

- 6.8 The Parties agree to promptly notify the other with respect to any complaints or if it becomes aware of any investigation, audit or enquiry by any privacy regulatory or other governmental authority with respect to any Personal Information or PHI within *singleplanofcare.com*.

7. CTN RESPONSIBILITIES

- 7.1 CTN shall take reasonable steps to ensure the physical, administrative and technological security of the personal information and PHI within *singlepointofcare.com* relative to its obligations under this Agreement.
- 7.2 To the extent that CTN's contracts with third party vendor(s) to carry out various functions relative to *singleplanofcare.com* on its behalf (i.e. storage and back up of personal information and PHI), it shall enter into a written contract for services such that the vendor(s) agree to treat Personal Information and PHI in accordance with the Applicable Law and terms and conditions no less stringent than the obligations under this Agreement.
- 7.3 CTN shall provide advance notice of any planned downtime affecting access, and will try to schedule such downtime so as to minimize the disruption of access for the Participants.
- 7.4 CTN shall ensure that a privacy impact assessment is undertaken prior to commencing operation and shall share these results with the other Parties.
- 7.5 CTN shall conduct an annual inventory of the number of records in *singleplanofcare.com* and provide statistical information to the Participants.
- 7.6 In its role as network administrator, CTN shall:
- (a) undertake system privacy audits to monitor compliance with information practices and to improve the security of *singlepointofcare.com*, which may include, upon providing reasonable written notice, conducting a site visit of the Participant's premises; and
 - (b) provide privacy training to the Participant and Authorized Users to augment the basic privacy training at the Participant, with particular focus on:
 - (i) information sharing in the collaborative environment;
 - (ii) use of *singleplanofcare.com*, including consent procedures; and

- (iii) privacy training for web-based access.

7.7 CTN shall supply written support materials to the Participant to be provided to clients and families relating to their privacy rights and shall maintain relevant policies, forms and training materials on its website.

8. NETWORK PARTICIPANT RESPONSIBILITIES

8.1 The Participant shall be responsible for ensuring the integrity and good working order of its own infrastructure, hardware and software systems so as not to compromise the system functionality or availability of *singleplanofcare.com*.

8.2 The Participant shall designate an individual as the organization's primary contact for information and privacy issues. This contact person shall:

- (a) maintain for the System Administrator a list of Authorized Users for *singleplanofcare.com*;
- (b) be the primary contact for the organization, and the designate to work with the Privacy Officer on network-related privacy issues; and
- (c) participate or designate the appropriate person to participate on the Network Privacy Working Group.

8.3 To the extent that the Participant intends to make significant changes to its information practices or systems that may affect the functioning of *singleplanofcare.com*, it shall, at its sole cost, conduct such technical assessments or privacy impact assessments as are necessary or advisable in the circumstances and shall share these results with CTN prior to making such changes. CTN shall have the right, acting reasonably, to refuse to permit such changes.

8.4 The Participant shall ensure that its employees are appropriately skilled and qualified and shall ensure that they receive training and supervision related to privacy and adequate documentation. The Participant shall be provided with and maintain a copy of the confidentiality agreement signed by its employees relative to *singleplanofcare.com* in the form attached in Schedule F.

8.5 The Participant shall manage any issues that arise with their employees in respect to their use of *singleplanofcare.com*, in conjunction with the Access Director or Privacy Officer.

9. NETWORK PRIVACY WORKING GROUP

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

10. INDEMNITY AND INSURANCE

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

- (a) Default by the Indemnitor (which term in this and in the following clauses shall include its agents, officers and directors) in the performance of any of its duties or obligations under this Agreement or Applicable Legislation;
- (b) Breach of privacy or confidentiality by the Indemnitor;
- (c) Negligent act or omission of the Indemnitor; or
- (d) Statutory or regulatory offences committed by the Indemnitor.

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

11. DISPUTE RESOLUTION

- 11.1 The Parties agree that in the event that a dispute or conflict arises in any way relating to this Agreement, the following dispute resolution process shall be followed:
- (a) the dispute shall be referred to the designated contact person and depending on the issue, the system administrator for matters related to access and technical security or Privacy Officer on matters related to privacy and security, who shall, acting in good faith, seek to resolve the dispute or conflict in an amicable and constructive manner;
 - (b) if the representatives of each Party are unable to successfully resolve the dispute or conflict, the matter may be escalated to the Network Privacy Working Group, Chief Executive Officer/Chief Administrative Officer/Executive Director level, or as otherwise appropriate to the issue;
 - (c) if the Parties are unable to resolve the dispute through negotiation within thirty (30) days, then the matter shall be settled by arbitration conducted in accordance with the *Arbitration Act, 1991* (Ontario) by a single arbitrator.

12. TERM AND TERMINATION

- 12.1 Subject to sections 12.2 through 12.5, the term of this Agreement shall be five (5) years commencing on the date of signing and shall be automatically renewed for additional five (5) year periods.
- 12.2 This Agreement may be terminated by the Participant or CTN, at any time, by giving at least 30 days prior written notice of termination or by mutual agreement of the Parties.
- 12.3 If a Party (“the Defaulting Party”) is in material default of its obligations hereunder, then the other Party may give notice of default to the Defaulting Party, specifying the nature of the default, and if the Defaulting Party has not, within ten (10) days after receipt of such notice, cured such default (or, if such default is not reasonably capable of being cured within such period, begun and continued diligently to cure it), the notifying Party may, by further notice to the Defaulting Party, terminate this Agreement with respect to the Defaulting Party.
- 12.4 In the event that there is a material breach of this Agreement by either the Participant or CTN which cannot be cured, this Agreement may be terminated immediately by giving written notice to the other Party.
- 12.5 This Agreement may be terminated by a Party upon by written notice, as far in advance as practicable, following receipt by a Party of:
- (a) a direction from the Ministry of Health and Long Term Care for the Province of Ontario (the “Ministry”) or the Local Health Integration Network in respect of the development, implementation or operation of *singleplanofcare.com* which is inconsistent with this Agreement;
 - (b) termination or suspension of a Party’s licenses to use existing software systems required to implement this Agreement; or
 - (c) failure by a government funding agency or LHIN to provide, or cessation of its provision of, sufficient funding to allow such Party to fulfill its obligations under this Agreement.
- 12.6 If the Participant requires access to information in an individual client record for legal proceedings, such access shall be facilitated by the Privacy Officer, notwithstanding the termination or expiration of the Agreement.
- 12.7 The respective rights and obligations of the Parties under this Agreement shall survive the termination of this Agreement to the extent required to protect the continuing interests of the Parties.

13. GENERAL

- 13.1 **Assignment** - This Agreement may not be assigned by either Party without the express written consent of the other Party, as directed by government or as required by law.
- 13.2 **Amending Procedure** - This Agreement may only be modified in writing and all modifications to this Agreement must be duly executed by the parties in order to become effective.
- 13.3 **Governing Laws** - Applicable laws of the Province of Ontario and Canada shall govern as to the interpretation, validity and effect of this Agreement. The Parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under this Agreement.
- 13.4 **Changes that Affect the Agreement** – The Parties undertake to give one another written notice of any changes in legislation, regulations or policies respecting those Parties and programs that are likely to affect this Agreement.
- 13.5 **Independent Contractors** - This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Parties. Except as expressly set out herein, no Party shall have any right to obligate or bind any other Party in any manner whatsoever. Each Party shall ensure that neither it nor any of its agents represents to any third party that it or they have authority to bind any other Party.
- 13.6 **Notice** - Any notice or other document to be given by one Party to the other, will be in writing and delivered by mail, facsimile, courier or electronically as follows:
- (a) Children's Treatment Network of Simcoe York
13175 Yonge Street
Richmond Hill, L4E 0G6
 - (b) Attention: Louise Paul
Tel: 877-719-4795 Ext. 2304
louise.paul@ctn-simcoeyork.ca

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

Dated this ● day of ●, 2008:

Network Participant Organization

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

Signing Officer

Louise Paul, CEO

Schedule A – Participant Organization is Health Information Custodian and is Hosting Staff

1. DEFINITIONS

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

2. DATA SOURCES

- 2.1 This Agreement covers the following types and sources of data, which may be accessible to the Participant and/or Host staff through *singleplanofcare.com*:

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

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

3. CONSENT

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

- 3.2 The Participant shall promptly advise the Privacy Officer and System Administrator if a Client withdraws consent or places any restrictions on his or her personal information or PHI.

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

- (a) not disclose the Client’s PHI through *singleplanofcare.com*; and

- (b) notify CTN, pursuant to subsection 20(3) of PHIPA, that it is not disclosing all of the PHI that it considers reasonably necessary for the purpose of providing health care to the Client.

Schedule B – Participant Organization is Health Information Custodian

1. DATA SOURCES

1.1 This Agreement covers the following types and sources of data, which may be accessible to the Participant through *singleplanofcare.com*:

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

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

2. CONSENT

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

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

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

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

Schedule C – Non-Health Information Custodian Participant

1. DATA SOURCES

1.1 This Agreement covers the following types and sources of data, which may be accessible to the Participant through *singleplanofcare.com*:

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

2. CONSENT

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

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

2.3 The Participant shall not use or disclose personal information or PHI from *singleplanofcare.com* for any purpose other than:

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

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

Schedule D – Health Information Network Provider Obligations

1. SERVICES

1.1 The Parties acknowledge that:

- (a) PHI is being provided, transferred or otherwise made available or accessible to CTN as a HINP for the sole purpose of providing the following Services (“the Services”) so as to enable two or more HICs to disclose PHI to each other: [List Services]
 - (i)
 - (ii)
- (b) in providing the Services to each HIC, CTN is acting as agent, within the meaning of PHIPA of each HIC.

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

- (a) not use any PHI except as necessary in the course of providing the Services;
- (b) not disclose any PHI to which it has access in the course of providing the Services;
- (c) not permit its agents to have access to the PHI unless such agent agrees to comply with the restrictions that apply hereunder to the HINP;
- (d) notify each HIC at the first reasonable opportunity if:
 - (i) CTN has accessed, used, disclosed or disposed of PHI other than in accordance with subparagraphs (a) and (b); or
 - (ii) an unauthorized person has accessed the PHI;
- (e) provide to each HIC a plain language description of the Services that CTN provides, that is appropriate for sharing with the individuals to whom the PHI relates, including a general description of the safeguards in place to:
 - (i) protect against unauthorized use and disclosure; and
 - (ii) to protect the integrity of the information;
- (f) make available to each HIC for the purposes of providing it to the public if required,

- (i) the description referred to in subparagraph (e);
 - (ii) any directives, guidelines and policies of the HINP that apply to the Services, to the extent that these do not reveal a trade secret or confidential scientific, technical, commercial or labour relations information; and
 - (iii) a general description of the safeguards implemented by the HINP in relation to the security and confidentiality of the PHI;
- (g) on request of the HIC, provide, to the extent reasonably practical, and in a manner that is reasonably practical, an electronic record of:
 - (i) all accesses to all or part of the PHI associated with the HIC being held in equipment controlled by CTN, which record shall identify the person who accessed the information and the date and time of the access, and
 - (ii) all transfers of all or part of the information associated with the HIC by means of equipment controlled by CTN, which record shall identify the person who transferred the information and the person or address to whom it was sent, and the date and time it was sent.
- (h) perform and provide each HIC with a written copy of the results of an assessment of the Services with respect to:
 - (i) threats, vulnerabilities and risks to the security and integrity of the PHI; and
 - (ii) how the Services may affect the privacy of the individuals who are the subject of the PHI;
- (i) ensure that any Agent or other third party it retains to assist in providing services to each HIC agrees to comply with the restrictions and conditions that are necessary to enable the HINP to comply with this Schedule;
- (j) have in place information practices that comply with the requirements of PHIPA and the Regulation, as may from time to time be amended;
- (k) comply with its own information practices;
- (l) take steps that are reasonable in the circumstances to ensure that:
 - (i) PHI is protected against theft, loss and unauthorized use or disclosure; and

- (ii) the records containing the PHI are protected against unauthorized copying, modification or disposal;
- (m) comply with PHIPA and the Regulation, as may be amended from time to time.

Schedule E - Network Privacy Working Group Terms of Reference

Purpose

To guide the development of Information Governance for the Children's Treatment Network of Simcoe York in preparation for the submission of the *Privacy Impact Assessment (PIA)*.

Scope

Information governance for CTN must take into account the requirements each partner has to the privacy legislation it operates under, whether PHIPA, FIPPA or MFIPPA, and the need to create a governance framework that allows for multi-agency, multi-sector integrated working. The vehicle for storing/sharing information is the CTN clinical software - *singleplanofcare.com*, developed by Campana Systems Inc.

Deliverables

- Information Sharing Agreement – approval in principle by network partners
- Privacy Impact Assessment - support for submission to IPC
- Network Privacy Group – Terms of Reference (Ongoing) and Membership

will be convened to review issues of information governance for CTN, and ensure that CTN continues to comply with all relevant privacy legislation. From time to time, this group may want to meet with IT staff or clinical managers to review issues related to privacy and security. The initial Terms of Reference are attached in Schedule D. The Network Privacy Working Group will provide advice and expertise on the development of a common approach to privacy, and ensuring that network participants have the information they need to participate appropriately within the terms of the agreement. The Network Privacy Working Group will be the primary problem-solving vehicle for CTN. Project management tools will be provided for the Network Privacy Working Group on CTN's SharePoint website.

Activities

- Review CTN Information Sharing and Management Policy
- Review/Revise draft Information Sharing agreement and explore implications
- Facilitate input, discussion and consensus-building with network members to ensure that all privacy related requirements are understood and the common approach is approved in principle
- Advise re development of privacy training plan for network participants
- Review/revise draft terms of reference for an ongoing governance 'vehicle'
- Assist with development of the PIA

Members

At a minimum, representation from each sector included in the Network, with coverage from both York and Simcoe, preschool and school-age systems, and including privacy expertise from integrated initiatives of the Simcoe CYFS Coalition or YRAF.

- health (hospital and community)

- education
- social and community services
- integrated initiatives (e.g. COMPASS)

Resources

The CTN Privacy Officer and consultant from Healthtech will provide support to the working group and resource the development of the PIA submission.

Timeframe Spring 2007, and until ongoing Privacy Group in place.