

This **DATA SHARING AGREEMENT** is made effective as of May 25, 2021 between and among:

**TORONTO EAST HEALTH NETWORK**, operating as **MICHAEL GARRON HOSPITAL**

and

**UNITY HEALTH TORONTO**, operating as **PROVIDENCE HEALTHCARE**

and

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

and

**VHA HOME HEALTHCARE**

and

**WOODGREEN COMMUNITY SERVICES**

and

**EAST TORONTO FAMILY PRACTICE NETWORK**

**(together, the “Anchor Partners”)**

**BACKGROUND:**

- A. The Anchor Partners have a history of working together in the delivery of health care services in the East Toronto region and, in December 2019, were designated as an Ontario Health Team by the Ontario Minister of Health under the *Connecting Care Act, 2019* operating under the name of the East Toronto Health Partners (the “ETHP” or the “OHT”).
- B. The ETHP is committed to creating an integrated model of care that places clients and families at the centre of the health care system. The ETHP intends to achieve this vision by working as one coordinated team providing a comprehensive basket of health and social services tailored to meet the local needs and to support residents of East Toronto. To this effect, the Anchor Partners entered into a Joint Venture Agreement dated December 2, 2019.
- C. The Anchor Partners wish to supplement the Joint Venture Agreement through the implementation of an electronic medical record data sharing and access agreement (DSA) which will allow ETHP Partners and their Authorized Users to access and/or share certain personal health information of ETHP clients as reasonably necessary for the provision of health care, to assist in the provision of health care, and otherwise in accordance with the *Personal Health Information Protection Act, 2004* (PHIPA) (collectively, the “**Purpose**”).
- D. This DSA sets out the terms and conditions under which the Anchor Partners will work

together to permit access to their systems, as applicable, and/or share such ETHP client information along with their mutual rights and obligations regarding that personal health information and data sharing.

- E. The obligations related to privacy, security and confidentiality set out in this DSA are also intended to apply to new Anchor Partners, Engaged Partners and/or Supporters of the ETHP who shall agree to be bound by the terms of this DSA through entering into an Adhesion Agreement.
- F. The East Toronto Family Practice Network (“EasT-FPN”), being neither a HIC nor an Agent, is a party and signatory to this DSA only for the limited purposes set out in Article 8.

**FOR VALUE RECEIVED**, the parties agree as follows:

### **ARTICLE 1 - INTERPRETATION**

1.1 **Definitions.** In this DSA, the following terms shall have the following meanings:

- (a) **“Adhesion Agreement”** means the agreement to be signed by new Anchor Partners, Engaged Partners and Supporters of the ETHP who, from time to time, may require data sharing and access to ETHP client information in order to provide care and services. Such Adhesion Agreement to be effective prior to any data sharing and/or access. A template copy of the Adhesion Agreement is included at Schedule “A”, with a customized Adhesion Agreement for EasT-FPN Members included at Schedule “A.1”.
- (b) **"Agent"** means an agent in relation to a Health Information Custodian, as defined in PHIPA.
- (c) **"Agreement"** means the ETHP joint venture agreement dated December 2, 2019 and includes all Schedules and Collaboration Schedules, as amended from time to time.
- (d) **"Anchor Partner"** means each of Michael Garron Hospital, Providence Health Care, South Riverdale Community Health Centre, VHA Home HealthCare, WoodGreen Community Services, EasT-FPN, and any additional entity that becomes an Anchor Partner in accordance with Section 5.3 of the Agreement, and **"Anchor Partners"** means all of them.
- (e) **“Applicable Laws”** means the legislation and regulations applicable to the parties in respect of their obligations under this DSA, which may include but is not limited to PHIPA, the Public Hospitals Act, the Mental Health Act, the Long Term Care Homes Act, the Freedom of Information and Protection of Privacy Act, the Local Health System Integration Act, the Personal Information Protection and Electronic Documents Act, the Privacy Act and the respective regulations there under, as amended from time to time.

- (f) **“Authorized User”** means an employee, contractor or agent of an ETHP Partner who has authority to access PHI for the Purpose, subject to strict terms, conditions and restrictions imposed by that Partner on the Authorized User that are at least as protective as those in this DSA and are subject to the requirements of PHIPA.
- (g) **"Circle of Care"** means certain health information custodians and agents who may assume an individual's implied consent under PHIPA for the collection, use or disclosure of personal health information for the purposes of providing health care or assisting in the provision of health care, subject to the requirements of PHIPA.
- (h) **"Client"** means the individuals or families being served by the ETHP and should be read to include patient, participant, resident, and population.
- (i) **“Commissioner”** means the Information and Privacy Commissioner appointed under the *Freedom of Information and Protection of Privacy Act*.
- (j) **“CPSO”** means the College of Physicians and Surgeons of Ontario.
- (k) **“EasT-FPN Members”** means the primary care physicians and primary care clinics that are members of EasT-FPN.
- (l) **"Engaged Partners"** means the persons, organizations, individuals, and entities designated as such in accordance with Section 5.5 of the Agreement and once formed, the PFAC.
- (m) **"ETHP"** means East Toronto Health Partners, the joint venture formed pursuant to the Agreement, and to the extent that decision-making authority is conferred on the ETHP under this DSA, decisions are to be made by the ETHP Leadership Group or a body to which the Leadership Group duly delegates such decision-making authority.
- (n) **“ETHP Leadership Group”** is the decision-making body of the ETHP as established under the Joint Venture Agreement.
- (o) **“ETHP Partner”** includes Anchor Partners, Engaged Partners and Supporters.
- (p) **“Health Information Custodian”** or **“HIC”** has the meaning so ascribed by PHIPA.
- (q) **“Originating Party”** means, in relation to PHI of an ETHP Client, the ETHP Partner or other participant within the Circle of Care from whose information system the PHI of the Client originated before it was disclosed.
- (r) **“Personal Health Information”** or **"PHI"** has the meaning so ascribed by PHIPA.
- (s) **"Personal Information"** or **"PI"** means information about an identifiable individual.
- (t) **“PHIPA”** means the *Personal Health Information and Protection Act, 2014, S.O. 2004, c. 3, Sched A*, as amended from time to time.
- (o) **"Privacy/Security Breach"** means an unauthorized theft, loss, disclosure of, access to

or modification of PHI, whether inadvertent or intentional.

- (p) **“Purpose”** is defined in Background recital C.
  - (q) **“Receiving Party”** means, in relation to PHI of an ETHP Client, the ETHP Partner to which PHI is disclosed from another party or participant within the Circle of Care.
  - (r) **“Substitute Decision Maker”** means a person who is authorized by Applicable Law to make health care decisions on behalf of a Client.
  - (s) **“Supporters”** means providers, organizations, faith-based groups, individuals, entities, and others described in Section 5.7 of the Agreement.
  - (t) The terms **“collect”**, **“disclose”**, **“use”**, **“health care”**, **“information practices”** and **“record”** have the respective meanings so ascribed to them by PHIPA.
- 1.2 **Interpretation.** In this DSA, the use of the singular shall include the plural and vice versa; the use of gender shall include all genders; the word "person" shall include an individual and any entity; and the word "including" or any variation thereof means including, without limitation. The headings in this Agreement are for convenience only and are not to be used to interpret this DSA unless otherwise specifically noted.
- 1.3 **Order of Precedence.** In the event of any conflict between the terms of this DSA and the terms of the Agreement, the terms of the Agreement shall apply. Any terms capitalized in this DSA that are not specially defined shall have the meaning so ascribed by the Agreement.

## **ARTICLE 2 – PRIVACY COMPLIANCE**

- 2.1 **Health Information Custodians and Agents.** Each party to this DSA represents and warrants that it is either a HIC or an Agent of a HIC with equal obligations under PHIPA and acknowledges and agrees that:
- a) it is subject to the Applicable Laws and it will comply with the Applicable Laws;
  - b) it is responsible for ensuring the integrity and good working order of its own infrastructure, hardware and software systems and that same shall comply with generally accepted industry standards, including encryption and other security standards, as necessary to support its commitments and ensure performance of its obligations under this DSA;
  - c) it will permit its Authorized Users to access the shared PHI solely in their role as HIC or Agent of a HIC for the Purpose;
  - d) it shall ensure that its Authorized Users are aware of and comply with the requirements of this DSA with respect to the sharing of PHI.
  - e) making PHI available to another party to this DSA constitutes the disclosure of PHI pursuant

to PHIPA;

- f) receiving PHI from another party to this DSA constitutes the collection of PHI pursuant to PHIPA;
- g) in collecting PHI from an individual or the individual's substitute decision maker, and using and disclosing such PHI in accordance with the terms of this DSA, each party has, for the Purpose, a reasonable basis on which to assume that it has the consent of the individual to collect, use and disclose the PHI within the ETHP Circle of Care;
- h) it will not collect PHI, nor use or disclose the PHI so collected, if and to the extent that it is aware that the individual to whom the PHI relates has expressly withheld or withdrawn consent to such collection, use or disclosure, unless permitted or required by Applicable Laws; and
- i) it has the authority under PHIPA to collect, use and disclose Client PHI for the Purpose, including carrying out certain management, operational and reporting responsibilities.

### **ARTICLE 3 – SECURE INFORMATION MANAGEMENT PRACTICES**

3.1 **Policies and Procedures.** Each party shall maintain privacy and information management policies and procedures that meet generally accepted industry standards and that prescribe practices that are in accordance with Applicable Law. Such policies and procedures shall address:

- a) practices relating to the collection, use, disclosure, retention and disposal of PHI;
- b) practices to prevent any unauthorized persons from having access to collect, use, disclose, modify, dispose, copy, steal or otherwise commit any act that could result in the breach or compromise the confidentiality, integrity, structure, format or content of PHI; and
- c) systems to monitor and enforce compliance with its own information management practices.

Each party shall make its policies and procedures available for inspection by the ETHP, upon reasonable request.

3.2 **Safeguards.** Each party acknowledges the confidential nature of PHI and undertakes and agrees to protect its privacy, confidentiality, and security in accordance with Applicable Law and to meet this obligation, to use physical, technical, and administrative safeguards, including:

- a) access and password controls;
- b) secure locked storage;
- c) secure storage of removable media; and
- d) precautions to protect all information from fire, theft and loss, vandalism, deterioration, accidental destruction, and other hazards.

No party or its Authorized User shall store PHI received under this DSA on any mobile

device unless encrypted and protected by password controls in accordance with generally accepted industry standards and Applicable Law.

3.3 **Training.** Each party shall provide privacy compliance and security training to its employees, and each employee shall sign a confidentiality agreement that includes provisions prohibiting unauthorized access, use, copying, modification or disclosure of PHI and sanctions for contravention up to and including termination.

3.4 **Accuracy and Completeness.** Each party shall take all reasonable steps to ensure the accuracy and completeness of any PHI collected, used or disclosed under this DSA.

Notwithstanding each party's reasonable efforts, no party warrants or represents to any other party the accuracy or completeness of any PHI contained within their system nor shall any party be held liable or responsible in any way for the clinical uses or decision-making processes of any other party relating to the use of such PHI.

3.5 **Consent.** Each party shall take appropriate steps, in compliance with PHIPA, to ensure that proper consent to share PHI is obtained from Clients or their Substitute Decision Makers. This includes giving notice to Clients of the purpose of the collection, use and disclosure of their PHI and that they may give or withhold their consent to the sharing of PHI.

3.5.1 If a party does not have consent of the Client to disclose their PHI to other parties, or becomes aware that the Client has withdrawn their consent, then it shall ensure the Client's consent directive is registered or recorded in the records of the Client accordingly and that reasonable steps are taken to ensure the Client's non-consent is complied with.

3.5.3 If a party does not have the consent of the Client to disclose all PHI that the party considers reasonably necessary for the purpose of providing health care to the Client, that party shall notify any other affected parties, in accordance with PHIPA, that the party is not disclosing all of the PHI that it considers reasonably necessary for the purpose of providing health care to the Client.

3.6 **Retention Period.** Each party shall retain PHI in accordance with Applicable Law and, in any event, as long as necessary to allow a Client to exhaust his/her/their access rights under PHIPA.

3.7 **Privacy Officer.** Each party shall designate a member of their management team to be the individual responsible for privacy and security compliance within the organization pursuant to all Applicable Law and in accordance with the provisions of this DSA. Each party shall provide the ETHP Privacy Steering Committee with the name and contact information of that designated person. The ETHP Leadership Group will approve the ETHP Privacy Steering Committee terms of reference.

#### ARTICLE 4 – CUSTODY & CONTROL

4.1 **Originating Party.** If and to the extent that a party collects and retains PHI through direct means from a Client or substitute decision maker, that party shall be the Originating Party deemed to have custody and control of such PHI for the Purpose and shall be subject to the

requirements of PHIPA regarding that PHI.

For greater certainty, it is acknowledged and agreed by the parties that, as the parties work together to provide integrated care to a Client, each may create and maintain an original health record of the Client's PHI and, as a result, there may be more than one Originating Party in respect of PHI of the Client that is shared by the parties under the terms of this Agreement.

4.1.2 It is also acknowledged and agreed by the parties that, in respect of the collection and retention of PHI of a Client by or on behalf of and in the name of the ETHP, the ETHP may be or be deemed to be an Originating Party in respect of the PHI. No PHI of a Client shall be collected directly from a Client, their Substitute Decision Maker, or another person acting on behalf of the Client by or on behalf of and in the name of the ETHP without the prior express approval of the ETHP and without having first implemented policies, procedures and safeguards that meet the standards set forth in Section 3.1 and Section 3.2 of this DSA.

- 4.2 **Corrections to the Health Record.** If an Originating Party becomes aware of an error in the PHI of a Client, it shall, as soon as is reasonably practicable, make the correction in accordance with PHIPA and professional record keeping standards and provide any necessary notification to other parties relying on the information.

No Receiving Party shall have authority to make any correction to PHI shared with it by another party and shall so advise any Client who requests the correction. All such requests for correction shall be directed back to the Originating Party within a reasonable time frame, to be responded to by the Originating Party in accordance with the provisions of PHIPA.

- 4.3 **Access and Control.** Each party shall limit access to PHI to only those of its Authorized Users who require it for the Purpose.

- 4.3.1. No party shall collect, access, use, modify, copy, destroy, or disclose to any third party, outside of the ETHP any Client information except to the extent necessary for the Purpose and with the consent of the Client or otherwise as permitted or required by Applicable Laws.

- 4.3.2. No party shall access, modify, use, copy, reproduce, disclose or otherwise disseminate any information or PHI obtained pursuant to this DSA except for the Purpose.

## ARTICLE 5

- 5.1 If any party becomes aware that PHI it has collected in relation to a Client may be subject to a Privacy/Security Breach, that party must report to the ETHP Leadership Group at the first reasonable opportunity and no less than 48 hours after the party becomes aware of such incident.

- 5.2 The party affected by the Privacy/Security Breach shall deal with such incident in accordance with its policies, procedures and incident management processes and shall keep the ETHP informed of all steps taken to remedy any default and to prevent any recurrence.

5.3 At the discretion of the ETHP, the ETHP or its designate may elect to take over management of the breach response process. This discretion may only be exercised by the ETHP when the breach has the potential to significantly impact the ETHP from an operational or reputational perspective.

5.4 Each party's breach protocol must include the following elements:

- a) contain the breach
- b) report the breach
- c) investigate and document the breach
- d) preserve the evidence
- e) analyze the risks and cause of breach
- f) notify affected individuals
- g) review findings and develop prevention strategies
- h) implement prevention strategies
- i) monitor prevention strategies

#### **ARTICLE 6 – ACCESS REQUESTS AND COMPLAINTS**

- 6.1 Each party is responsible for responding, in accordance with PHIPA, to any access requests or complaints by or in relation to Client PHI that is in its respective custody and control.
- 6.2 If any party receives a request for access to PHI for which it is not the Originating Party, it shall direct the Client's request to the Originating Party for response in accordance with the provisions of PHIPA.
- 6.3 Where a party is required by Applicable Laws to disclose Client PHI, and where reasonably practicable, that party shall notify the ETHP Leadership Group which will alert affected parties so they may consult with each other as to the contents and timing of such disclosure prior to the disclosure. Where consultation is not practicable and PHI has been disclosed, the relevant Party shall notify the ETHP Leadership Group at the first reasonable opportunity as to the extent of disclosure and provide copies of any records disclosed on request. The ETHP shall advise other affected parties, as necessary.
- 6.4 The Parties acknowledge and agree that certain parties to this DSA may be subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) (“**FIPPA**”) and that under FIPPA, all information subject to FIPPA that came into the custody or control of such parties after January 1, 2007, may be subject to disclosure. To the extent permitted or required under FIPPA, such parties will inform the ETHP Privacy Steering Committee of any request made under FIPPA for confidential information, so the Steering Committee may advise other parties and provide them with an opportunity to make representations with respect to its disclosure, where applicable.
- 6.5 If any Party receives a complaint from a Client about the collection, use or disclosure of their PHI, such Party shall forthwith:
- (a) forward the complaint to the Originating Party for response in accordance with the provisions of PHIPA if the complaint relates to the collection, use or disclosure of PHI by the Originating Party; or



- (b) if the Party receiving the complaint reasonably holds the opinion that the complaint relates to the management of the Client PHI within one or more parties to this DSA, it will notify the ETHP Leadership Group who will then consult with the affected Parties and investigate the complaint. Any notification/response required for the Client shall be done by the Originating Party, unless the ETHP directs otherwise.

## **ARTICLE 7 – ETHP MANAGEMENT & COORDINATION**

7.1 Subject to the authority vested by each party, the ETHP or its designee shall provide the governance structure for and to direct decision making with respect to the management and operation of this DSA and related matters. The ETHP and its designees shall at all times be governed by Terms of Reference established and approved through the ETHP Leadership Group in accordance with the Agreement.

7.2 The ETHP or its designee is responsible for ensuring that any new participant to the ETHP which may require access to PHI shall first become a party bound to this DSA by entering into an Adhesion Agreement.

7.3 From time to time, the ETHP may adopt or develop joint policies and procedures for the ETHP. Each party agrees to take steps to strictly adhere to any such ETHP policies and procedures, once developed.

7.3 The ETHP is working toward digital connectivity to establish a single gateway access to and for the ETHP health system. Once such a gateway or digital platform is established, ETHP will provide Rules of Access and Use which shall be strictly followed by any party wishing to access or use the platform, once implemented. The Rules of Access and Use may be amended by the ETHP upon notice to the parties.

## **ARTICLE 8 – OBLIGATIONS OF EAST-FPN**

8.1 **Role of EasT-FPN.** EasT-FPN is neither a HIC nor an Agent, having no custody or control over PHI. It is an Anchor Partner that represents the interests of the EasT-FPN Members under the Agreement and under this DSA. Where the terms “party” and “Anchor Partner” are used in this DSA, EasT-FPN is expressly not intended to be referenced or bound, except in the following sections:

- (a) Recitals
- (b) Article 1
- (c) Article 7;
- (d) Articles 8, 9 and 10;
- (e) Article 12.

8.2 **Responsibilities of EasT-FPN.** EasT-FPN, as the Anchor Partner that represents the interests of the EasT-FPN Members under the Agreement and under this DSA, will:

- (a) make the contents of this DSA available to the EasT-FPN Members;

- (b) act as a liaison and coordinator between the ETHP and the EasT-FPN Members, communicating policies and developments under this DSA and helping to resolve complaints, concerns and disputes arising between the parties, the ETHP and the EasT-FPN Members; and
  - (c) help to coordinate and facilitate the signing of Adhesion Agreements by the EasT-FPN Members so that they can participate meaningfully in the ETHP.
- 8.3 **Adhesion Agreement.** EasT-FPN Members may participate in this DSA by signing an Adhesion Agreement in the form of Schedule “A.1”. Any such Adhesion Agreement shall be submitted to the ETHP through EasT-FPN, which will confirm that any EasT-FPN Member signing the Adhesion Agreement is a member of EasT-FPN in good standing.
- 8.4 **Obligations.** By signing the Adhesion Agreement in the form of Schedule “A.1”, EasT-FPN Members shall become Engaged Partners or Supporters of the ETHP. The provisions of the Adhesion Agreement for EasT-FPN Members set out the subset of specific obligations of this DSA to which EasT-FPN Members are bound.
- 8.5 **Privacy Obligations.** EasT-FPN shall advise its Members that they, as physicians, are subject to the requirements of PHIPA and the applicable CPSO policies relating to medical records management which are consistent with the requirements of this DSA. As such, EasT-FPN Members, who have signed Adhesion Agreements:
  - (a) may use PHI under this DSA solely for the Purpose; and
  - (b) are required to comply with the medical records management policy of the CPSO and with other applicable CPSO policies relating to PHI which are consistent with the requirements of this DSA.
- 8.6 **Ceasing to be an EasT-FPN Member.** EasT-FPN will notify the ETHP if any EasT-FPN Member who has signed an Adhesion Agreement ceases to be an EasT-FPN Member in good standing.
- 8.7 **Comprehensive List.** The sole obligations of EasT-FPN under this DSA are those identified expressly in this Article 8.

## ARTICLE 9 – TERM & TERMINATION

- 9.1 This DSA shall come into force and take effect from the Effective Date and shall remain in effect commensurate with the term of the Agreement and so long as any of the parties are sharing PHI in relation to the ETHP, unless earlier terminated in accordance with article 8.2 below. (the “Term”).
- 9.2 Any party may withdraw from and terminate its rights and obligations under this DSA upon providing not less than ninety (90) days written notice to the ETHP. The withdrawing party shall liaise with the ETHP Privacy Steering Committee or as otherwise directed by the ETHP Leadership Group regarding ongoing obligations arising from PHIPA in respect of any Client PHI that the withdrawing party has.

## **ARTICLE 10 - SURVIVAL OF OBLIGATIONS**

10.1 The terms and conditions relating to: privacy, confidentiality and indemnification shall survive the termination of this Agreement and any PHI disclosed to a party shall remain subject to all duties and obligations of this DSA and the Applicable Laws.

## **ARTICLE 11 – LIABILITY AND INDEMNIFICATION**

11.1 Each Party will be responsible and assumes its own liability for any loss, claim, harm, injury, expense, action or damage (collectively “Claims”) which may arise as a result of its acts, omissions, negligence and misconduct, and/or that of its directors, officers, employees, agents and subcontractors, in connection with this DSA, including, without limitation, injuries (including death) to persons, damage to property and Claims that may arise as a result of that party’s use of PHI.

11.2 Each party shall indemnify, defend and hold harmless each other party and its respective directors, officers, and employees from any and all Claims to the extent arising from or contributed to by indemnifying party’s acts, omissions, negligence and willful misconduct, including that of its employees, contractors, agents and administrative services.

11.3 The indemnified party will promptly notify the ETHP Privacy Steering Committee and other indemnifying parties of any Claim in respect of which the above indemnity may apply, and of which the indemnified party has knowledge, and the indemnified parties will co-operate reasonably with the indemnifying party in the defense of any such Claim.

11.4 No Claim will be settled or compromised by the indemnifying party without first consulting with the indemnified party’s legal representative, and provided that any such settlement or compromise cannot materially prejudice the indemnified party without the indemnified party’s prior written consent.

11.5 Except in respect of a third-party Claim, in no event shall a party, or its respective directors, officers, employees, agents or subcontractors, be liable to any other party for any claim for punitive, exemplary, aggravated, indirect, or consequential damages, including damages for loss of profits, revenue, or business opportunity, or failure to realize expected savings, howsoever derived, and even if the party was advised of the possibility of such damages.

## **ARTICLE 12 – INSURANCE**

12.1 Each party shall maintain general comprehensive liability insurance and professional liability insurance in the amount of at least five million dollars (\$5,000,000.00) CAD per occurrence or claim as applicable, naming the ETHP as an additional insured in respect of all such party’s obligations under this Agreement. Each party shall provide evidence of such insurance upon the request of the ETHP

## **ARTICLE 13 - GENERAL**

13. **Amendment.** This DSA may only be amended in writing and with the approval of the ETHP Privacy Steering Committee. If a change in law or a directive from the Minister of Health or other governmental

or public authority necessitates a change in the manner of performing this DSA, the ETHP Leadership Group shall work cooperatively the parties to amend this DSA to accommodate such change.

13.1 **Assignment and Subcontracting.** No party may assign its rights or obligations under this DSA without the prior written consent of the ETHP Privacy Steering Committee. No Party shall subcontract the performance of its obligations under this DSA without first obtaining the prior written consent of the ETHP Privacy Steering Committee. Where consent to subcontracting is provided, the subcontractor shall be bound to terms and conditions no less restrictive than those provided herein, and the subcontracting party shall remain responsible to the other Party for the acts, omissions, negligence and willful misconduct of its subcontractor.

13.2 **No Waiver.** No failure to exercise and no delay in exercising any right or remedy under this DSA shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this DSA shall be deemed to be a waiver of any subsequent breach of that provision.

13.3 **Severability.** Each provision contained in this DSA is distinct and severable, and any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision shall not affect the validity or enforceability of any other provision of this DSA; provided that the essential benefits of this DSA will still be realized.

13.4 **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Agreement.

13.5 **Entire Agreement.** With respect to its subject matter, this DSA contains the entire understanding of the parties and supersedes and replaces all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the parties respecting data sharing and access of Client PHI.

13.6 **Counterparts and Electronic Signatures.** This DSA may be executed by electronic means and in any number of counterparts. All counterparts taken together will for all purposes constitute one agreement, binding on the parties.

13.7 **Disputes.** Any disputes arising under this DSA shall be addressed in accordance with Article 14 (Dispute Resolution) of the Agreement.

[Signature pages to follow]

The Anchor Partners have executed this DSA as of the Effective Date.

**TORONTO EAST HEALTH NETWORK,  
operating as MICHAEL GARRON  
HOSPITAL**

DocuSigned by:  
*Sarah E. Downey*  
By: \_\_\_\_\_  
38609E0ECD0A440...  
Name: Sarah E. Downey  
Title: President & CEO

By: \_\_\_\_\_  
Name:  
Title:

**SOUTH RIVERDALE COMMUNITY  
HEALTH CENTRE**

DocuSigned by:  
*Jason Altenberg*  
By: \_\_\_\_\_  
3E74C40B0B0C4A3...  
Name: Jason Altenberg  
Title: CEO

By: \_\_\_\_\_  
Name:  
Title:

**WOODGREEN COMMUNITY  
SERVICES**

DocuSigned by:  
*Anne Babcock*  
By: \_\_\_\_\_  
704528080203440...  
Name: Anne Babcock  
Title: President & CEO

DocuSigned by:  
*Anne Babcock*  
By: \_\_\_\_\_  
319D1D087B7422...  
Name: Anne Babcock  
Title: President & CEO

**UNITY HEALTH NETWORK, operating  
as PROVIDENCE HEALTH CENTRE**

DocuSigned by:  
*Melissa Morey-Hollis*  
By: \_\_\_\_\_  
3062BD4E907B424...  
Name: Melissa Morey-Hollis  
Title: vice President, Clinical Services

By: \_\_\_\_\_  
Name:  
Title:

**VHA HOME HEALTHCARE**

DocuSigned by:  
*Kathryn Nichol*  
By: \_\_\_\_\_  
2E342CC22748463...  
Name: Kathryn Nichol  
Title: President and CEO

By: \_\_\_\_\_  
Name:  
Title:

**EAST TORONTO FAMILY PRACTICE  
NETWORK**

DocuSigned by:  
*Catherine Yu*  
By: \_\_\_\_\_  
E9F39E12AF8645D...  
Name: Catherine Yu  
Title: Board Chair

DocuSigned by:  
*Keith Chung*  
By: \_\_\_\_\_  
322EB389E40D47F...  
Name: Keith Chung  
Title: President

**SCHEDULE "A"**  
**ADHESION AGREEMENT**

**ADHESION TO THE ETHP DATA SHARING AGREEMENT**

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\_\_\_\_\_, acknowledges receiving Articles 1 – 12 of the ETHP Data Sharing Agreement and Schedule (the "DSA"), attached hereto, and by affixing the authorized signatures below, hereby accepts and agrees to comply with each and every one of the provisions of the DSA as if it had affixed its signature/corporate seal directly thereto and as a party to the DSA.

IN WITNESS WHEREOF THIS ADHESION AGREEMENT IS SIGNED IN \_\_\_\_\_, [City]

ONTARIO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, [day] [month, year]

[Name of Party]

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**SCHEDULE "A.1"**

**FORM OF ADHESION AGREEMENT FOR EAST-FPN MEMBERS**

**ADHESION TO THE ETHP DATA SHARING AGREEMENT:  
EAST-FPN MEMBERS**

The undersigned represents and warrants that it/he/she:

- (a) Is a member in good standing of East Toronto Family Practice Network, as confirmed by the execution of this Adhesion Agreement by East Toronto Family Practice Network below.
- (b) Has received a full copy of the ETHP Data Sharing Agreement dated XX.
- (c) May use Personal Health Information (PHI) under the DSA solely for the Purpose, defined in the DSA as the "provision of health care, to assist in the provision of health care, and otherwise in accordance with PHIPA"; and
- (d) Is required to comply with the medical records management policy of the CPSO and with other applicable CPSO policies relating to PHI.
- (e) Is required to comply with the following sections of the DSA:

4.3 It shall limit access to PHI to only those of its Authorized Users (employees, contractors and agents) who require it for the Purpose.

5.1 If it becomes aware that PHI it has collected in relation to a Client may be subject to a Privacy/Security Breach, it must report to the ETHP Privacy Security Committee at the first reasonable opportunity and no less than 48 hours after the party becomes aware of such incident.

6.2 If it receives a request for access to PHI for which it is not the Originating Party, it shall direct the Client's request to the Originating Party for response.

Article 7. It recognizes the authority of the ETHP Privacy Steering Committee as set out in Article 7.

Article 8 - It may be removed from this DSA or withdraw from this DSA in accordance with Article 8.

Article 12 – General legal provisions.

IN WITNESS WHEREOF THIS ADHESION AGREEMENT IS SIGNED:

Date: \_\_\_\_\_

Name of EasT-FPN Member: \_\_\_\_\_

Signature: \_\_\_\_\_

CONFIRMATION

By signing below, EasT-FPN confirms to the ETHP Privacy Steering Committee that the signatory to this Adhesion Agreement is a EasT-FPN Member in good standing.

**EAST TORONTO FAMILY PRACTICE NETWORK**

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_