

DATA SHARING AGREEMENT

THIS AGREEMENT made this day of , 2021

BETWEEN:

Haliburton Kawartha Pine Ridge District Health Unit
(hereinafter referred to as "HKPRDHU")

-and-

The Corporation of the City of Kawartha Lakes
(Hereinafter referred to as "KLPS" or "City of Kawartha Lakes
Paramedics Services")

(each a "party" and together, the "parties")

WHEREAS HKPRDHU wishes to partner with KLPS on a joint partnership project regarding the analysis of information in the KLPS Databases and the KLPS iMedic application to develop an emergency medical services syndromic surveillance system for monitoring drug overdoses in the Haliburton, Kawartha, Pine Ridge District Health Unit region (the "Project").

AND WHEREAS the data in the iMedic application can be used to initiate public health interventions aimed at minimizing morbidity and mortality related to drug overdoses in the Haliburton, Kawartha, Pine Ridge District Health Unit region.

NOW THEREFORE in the consideration of the promises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Definitions and Interpretation

In this Agreement, including the recitals above, the following words shall have the following meanings:

- (1) "MOH" means the Medical Officer of Health for the Haliburton, Kawartha, Pine Ridge District Health Unit, a health information custodian under the Personal Health Information Protection Act, 2014 (PHIPA).
- (2) "Agent" means a person who, with the authorization of the custodian, acts for or on behalf of the custodian in respect of Personal Health Information whether or not the Agent is being remunerated.
- (3) "Data" means a subset of data records compiled by KLPS in the iMedic application, being those portions of the records required for the Project, as set out in Appendix "A".
- (4) "iMedic" means the electronic patient care reporting system platform used by KLPS.
- (5) "Personal Health Information" (PHI) has the same definition as in Section 4 of PHIPA.

- (6) "PHIPA" means the Personal Health Information Protection Act, 2004 S.O. 2004, c.3 Sched. A, as may be amended from time to time.
- (7) "HKPRDHU" means the Haliburton, Kawartha, Pine Ridge District Health Unit.
- (8) "KLPS" means Kawartha Lakes Paramedics Services, a health information custodian for purposes of PHIPA.
- (9) "External Party" means any one external to the "Opioid Response Task Force", HKPRDHU Medical Officer of Health and any staff including program management involved in opioid surveillance and response.
- (10) "Internal Party" means any member of the "Opioid Response Task Force", HKPRDHU Medical Officer of Health and any staff including program management involved in opioid surveillance and response.
- (11) "Opioid Response Task Force" means the task force as set out at Appendix "B".

The following schedules are incorporated by reference into and form part of this Agreement:

Schedule "A": Project Details

Appendix A: Data elements requested

Appendix B: Opioid Response Task Force current membership

Appendix C: Confidentiality Agreement

2. Purpose of the Data Sharing Agreement

The purpose of this Data Sharing Agreement is to establish the terms and conditions governing the sharing of Data between HKPRDHU and KLPS to enable the HKPRDHU to analyze the Data for the Project.

3. Information to be Provided

HKPRDHU has requested and KLPS has agreed, subject to the terms and conditions set out in this Agreement, to share the Data with HKPRDHU.

4. Use of the information

The HKPRDHU will use the Data provided by KLPS for the purpose of implementing the Project, the details of which are described in Schedule A.

5. Mechanisms for Transmission

KLPS will create a document in a password-protected share file. MOH/Agent will access the Data from this password protected Excel file using a username and password provided by KLPS.

6. Confidentiality, Privacy and Security

- 6.1. The Data disclosed under this Agreement will not contain PHI as the identifying details will be removed from the information prior to it being made available to HKPRDHU. Mechanisms for maintaining the confidentiality of this information are described in Article 6.3.
 - 6.1.1. KLPS will not identify individuals to HKPRDHU or the Opioid Response Task Force and will only report as aggregate counts to protect confidentiality. If there are no cases of opioid related overdose reported, the HKPRDHU will identify as “zero” cases and counts less than 5 will be reported as “1 to 4” in any external reports produced using the Data.
- 6.2. HKPRDHU, in requesting the Data under this Agreement, warrants and represents that the Data are necessary for the purpose set out in Article 4.
- 6.3. HKPRDHU agrees to the following precautions and safeguards in handling the Data and to protect confidentiality:
 - 6.3.1. HKPRDHU shall ensure that all Data are physically secured at all times and shall not be duplicated, copied or otherwise transferred to any other party for any purpose.
 - 6.3.2. HKPRDHU shall ensure that access to and use and analysis of the Data shall;
 - (i) Be restricted to the purpose set out in Article 4 of this Agreement; and
 - (ii) Be used for non-commercial purposes.
 - 6.3.3. HKPRDHU agrees that it shall acknowledge the source of the Data in any reports produced by HKPRDHU using the information.
 - 6.3.4. HKPRDHU will report counts (including less than 5) as necessary to the internal parties identified as taskforce members in the current membership list, who comply with the Statement of Confidentiality (Appendix C) and the HKPRDHU Medical Officer of Health and any staff, including program management, involved in opioid surveillance and response.
 - 6.3.5. HKPRDHU will not be the recipient of PHI from KLPS. As a Recipient, HKPRDHU would be a PHIPA Agent. Nevertheless, the Recipient warrants and covenants that the Recipient will, at all times, act as the PHIPA Agent of the Medical Officer of Health in accordance with Section 17 and all other provisions of PHIPA. For greater certainty and in accordance with Section 17(2) of PHIPA, except as permitted or required by law, and subject to the exceptions and additional requirements, if any, that are prescribed by regulation or otherwise, the Recipient shall not collect, use, disclose, retain or dispose of the PHI on behalf of the Medical Officer of Health unless the Medical Officer of Health permits the Recipient to do so in accordance with Section 17(1) of PHIPA.

- 6.3.6. The Recipient shall maintain PHI as may be inadvertently disclosed to it in accordance with this Agreement and all Applicable Law. The Recipient will promptly delete any identifiers.
 - 6.3.7. The Recipient shall take reasonable steps to implement, use and maintain the most appropriate policies and procedures, products, tools, measures and procedures to prevent the unauthorized or inadvertent use, disclosure, loss, alteration or destruction of the Data. These measures are to include encryption, audit trails, intrusion and/or alteration alert systems.
 - 6.3.8. The Recipient shall direct any persons to whom it provides access to the Data not to, directly or indirectly, use any of the Data for any purpose not set out in this Agreement. The Recipient represents, warrants, and covenants that any such persons shall be subject to confidentiality requirements sufficient to ensure the Recipient's compliance with this Agreement.
 - 6.3.9. The Recipient shall, upon request of KLPS and to the extent it is reasonable to do so, provide KLPS with details of its security measures to protect the Data.
 - 6.3.10. The Recipient shall take reasonable security measures with respect to its tangible and intangible equipment and systems, including but not limited to encryption and physical security such as locked doors. For greater certainty, the Recipient shall not allow Data to be placed on a laptop, USB key, smartphone, or other mobile device by its employees, agents, and representatives without appropriate encryption.
- 6.4. HKPRDHU will notify KLPS as soon as it has become aware of a breach of the terms and conditions set out in this Agreement and MOH will advise KLPS of the steps taken to correct any such default and to prevent any recurrence.

7. Ownership of the Data

- 7.1. The Data belong to KLPS and will only be used by HKPRDHU in the manner specified in this agreement under Article 4.

8. Responsibility of HKPRDHU

- 8.1. Data analyses will be stored on the HKPRDHU's secured servers. Any hard copies of Data that may be made in the course of the Project will be stored and kept in a locked filing cabinet. Only the MOH/Agents will have access to the Data.
- 8.2. The Data will only be used for the purposes of this Project.
- 8.3. THE HKPDHU Epidemiologist will be responsible for deleting electronic copies of any data shared by the KLPS that is at least 24 months prior to the current date.

9. Responsibility of Kawartha Lakes Paramedic Service

9.1. KLPS will be accessible in a timely manner to discuss and verify aberrations in the Data identified by HKPRDHU when required. The Commander of Quality Assurance and Education for KLPS will attempt to respond to any inquiries within 2 business days, however, this may not be possible in all situations.

9.1.1. Commencing on the date set out on page 1, KLPS will establish in collaboration with iMedic a process to query their database and provide a password-protected line listed data extract in Microsoft Excel format to HKPRDHU via secure transmission. The password used to protect the Microsoft Excel document will be no less than 10 characters in length and shall be comprised of upper/lower case letters, numbers and symbols and additionally shall contain no dictionary words. The password will be shared with the HKPRDHU via a communication method different from the communication method used to transmit the Microsoft Excel document.

9.1.2. The line list will be restricted to the additional information requested by HKPRDHU for purposes of the Project.

9.1.3. KLPS will establish a mechanism to ensure through an automated process that the query is performed and Data are provided on each Monday to the HKPRDHU.

10. Indemnity

The Parties shall indemnify each other from any liability, loss, damage, or expense of whatever nature (“Losses”) including of and from all manner of actions, causes of action, suits, investigations, debts, accounts, contracts, claims, demands and proceedings whatsoever to the extent such Losses arise out of the performance of their respective obligations under this Agreement, including any negligent act, error or omission on their behalf or by anyone for whom in law they are responsible.

11. Insurance

11.1 During the Term of this Agreement, each Party shall, at its own expense, obtain and maintain in full force and effect, the following policies of insurance issued by an insurance company authorized by the law to carry on business in the Province of Ontario.

11.1.1 Commercial General Liability provided that the policy:

- (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
- (ii) adds the other Party as an additional insured;
- (iii) includes Non-Owned Automobile Liability, Employer’s Liability and/or Contingent Employer’s Liability; and any other provision relevant to each Party’s obligations in this Agreement; and
- (iv) includes a clause, which will provide the other Party with thirty (30) days’ prior written notice of cancellation or material change in coverage.

11.1.2 Data Liability/Network Security provided that the policy:

- (i) is in the amount of not less than One Million Dollars (\$1,000,000.00) per claim;

(ii) includes privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;

(iii) includes Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Party's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;

(iv) includes Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

11.1.3 Professional Liability (errors and omissions) coverage provided that the policy:

(i) is in the amount of not less than One Million Dollars (\$1,000,000);

(ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.

Notwithstanding anything to the contrary contained in this Agreement, the above noted policies of insurance shall be kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.

11.2 It is understood and agreed by the Parties that the coverage and limits of liability noted above are not to be construed as the limit of liability of either Party in the performance of each Party's obligations under this Agreement. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by each Party.

11.3 Within ten (10) days of the execution of this Agreement, each Party shall provide the other with a Certificate of Insurance as evidence of the above required insurance coverage. All policies shall be endorsed to provide the other Party with not less than thirty (30) days' written notice of cancellation, change or amendment restricting the insurance coverage as required by this Agreement. Each Party shall provide the other with a new Certificate of Insurance showing any changes or upon the renewal of coverage.

11.4 Subject to section 10, each Party is responsible for any loss or damage whatsoever to any of its own materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such intellectual property, materials, goods, supplies and equipment. A Party shall have no claim against the other Party or the other Party's insurers for any damage or loss to that Party's property and shall require its property insurers to waive any right of subrogation against the other Party.

12. Financial Arrangements

Each Party shall bear its own cost of implementing this agreement.

13. Amendments

This Agreement may be amended if the Parties agree to such amendments in writing.

14. Terms, Commencement and Termination of the Agreement

14.1 This Agreement shall take effect on the date set out on page 1.

14.2 This Agreement shall continue in effect for as long as KLPS provides the Data, unless there is an amendment or termination, subject to Article 19.

14.3 KLPS may terminate this Agreement immediately upon notice to HKPRDHU in the event of any breach by the MOH or Agent of any material representation, warranty, condition or covenant of this Agreement.

14.4 Either party may terminate this Agreement at any time, without cause, upon at least 30 days' notice prior to the other Party.

14.5 In addition to section 14.4, this Agreement may be terminated on mutual agreement by the Parties.

14.6 On termination, KLPS shall have no further obligation to provide the Data to HKPRDHU and the MOH shall, and shall cause every Agent to, immediately stop using the Data. Data in the possession of MOH shall be destroyed.

15. Independence of Parties

The contractual arrangement created hereunder does not and shall not, under any circumstances, constitute a partnership, employment agreement or joint venture between the Parties nor shall any agency relationship arise as a consequence of this Agreement for any purpose whatsoever. Each Party is acting as an independent contractor and neither Party may create any obligation that is binding on the other, either express or implied, except as expressly set out in this Agreement.

16. Force Majeure

Neither Party shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from any cause which is unavoidable or beyond the reasonable control of such Party, including war, warlike operations, riot, insurrection, orders of government, labour disruption, fire, communicable disease outbreak, disturbances or any act of God or other cause which frustrates the performance of this Agreement.

17. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to

such provision or part thereof and the remaining part of such provisions and all other provisions hereof shall, to the extent reasonably possible, continue in force and effect.

18. Survival of Obligations

Terms and conditions relating to

- a) Use of the Analyzed Data; and
- b) Confidentiality; and
- c) Indemnity and Insurance

Shall survive the termination of this Agreement.

19. Notice

19.1 Subject to Article 14, notice of intention to terminate shall be given in writing to the other Party at least 30 days before the date on which this Agreement, or any part of this Agreement, as the case may be, is to be terminated.

19.2 Notice shall be deemed to have been sufficiently given seventy-two hours after it has been mailed, postage prepaid, or on the date of receipt where the notice has been delivered by hand or by facsimile transmission.

19.3 Any notice of other communication required or permitted to be given by either party to the other shall be sent to the following addresses:

If for Kawartha Lakes Paramedic Service

Attention: Autumn Campbell
Address: 4 Victoria Avenue, North
City/Town: Lindsay ON K9V 4E5
Telephone: 705-878-1284 Ext. 3313
Email: acampbell@kawarthalakes.ca

If for Haliburton, Kawartha, Pine Ridge District Health Unit

Attention: Dr. Natalie Bocking
200 Rose Glen Road,
Port Hope, ON L1A 3V6
Telephone: 1-866-888-4577 Ext.1223
Email: nbocking@hkpr.on.ca

20. Entire Agreement

This Agreement represents the entire agreement between the Parties with respect to the access to, and use and disclosure of, the Data by the Recipient and supersedes any prior agreements or understanding, collateral, oral or otherwise, existing between the Parties at the time this Agreement is entered into.

21. Copies

Execution of this Agreement by either Party may be evidenced by way of faxed/ electronic transmission or PDF of such Party's signature or a photocopy of such faxed, electronic or PDF document containing a signature, and such faxed, PDF, electronically mailed or photocopy of such document shall be deemed to constitute valid and effective execution and delivery by such Party of this Agreement.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement:

Corporation of the City of Kawartha Lakes

Andy Letham, Mayor

Date

Cathie Ritchie, Clerk

Date

“We have authority to bind the Corporation pursuant to Council Resolution _____.”

Medical Officer of Health for the HKPR District Health Unit

Dr. Natalie Bocking

Date

“I have authority to bind the Haliburton-Kawartha Pine Ridge District Health Unit”

Schedule A. Project Details

1 Overview

HKPRDHU proposes that a novel emergency medical services (EMS) syndromic surveillance system be developed by HKPRDHU and Kawartha Lakes Paramedic Service (KLPS) using the Data to complement HKPRDHU's existing surveillance systems for monitoring drug overdose events in the HKPR District.

Syndromic surveillance refers to the ongoing and systematic collection, analysis, interpretation and dissemination of health-related data, which are classified, not by a disease diagnosis as per the traditional surveillance method, but instead through groupings of common symptoms, termed "syndromes". The benefits and limitations of syndromic surveillance systems have been well described in the literature. These systems tend to be more sensitive and timely and can better detect novel and unexpected disease or events, when compared to traditional systems. However, they are also less specific and there has been some debate as to the usefulness of such systems in terms of prospective identification of public health events for which an intervention can be applied.

The KLPS is the sole provider of Emergency Medical Services for the City of Kawartha Lakes (CKL). KLPS uses iMedic, an electronic patient care reporting platform, to manage the volume and variety of data collected, from patient level data to system performance. From a health surveillance perspective, this system may be a rich source of timely clinical assessment and syndrome data that could be used to identify health threats in CKL.

To that end, HKPRDHU has identified an opportunity to partner with the KLPS in order to implement a novel EMS syndromic surveillance system, which will complement HKPRDHU's existing surveillance systems for monitoring opioid-related drug overdose events in CKL.

2 Public health importance

As described above, syndromic surveillance systems are important for detection of novel and/or unexpected health events and to better understand and characterize patterns of drug overdose in a community by capturing cases earlier along the health care continuum. The benefits of an EMS syndromic surveillance system for HKPRDHU in particular are:

- more timely notification of suspected opioid-related drug overdoses;
- additional source of information for opioid-related drug overdoses that are not captured in a timely or accurate fashion through other means or data sources;
- more specific geographic information regarding syndromic cases, which can lead to more targeted public health interventions such as alerts to health care providers and the public, and increasing Naloxone distribution; and
- information on cases that meet the syndromic case definition, but who are not ill enough to require an emergency room visit, and who otherwise would not have been captured in a public health surveillance system.

3 Purpose and objectives of the surveillance system

The purpose of the EMS surveillance system will be to provide early warning of public health events in HKPRDHU by:

- a. monitoring the incidence of opioid-related drug overdose events;
- b. identifying spatial and/or temporal clusters of opioid-related drug overdose events; and
- c. strengthening the partnership and collaboration between HKPRDHU and KLPS.

4 Reporting of surveillance findings

HKPRDHU will analyze the Data on a regular basis and any counts that are higher than the two standard deviations above the historical seven days' average will be identified as an alert. The Medical Officer of Health may consult with KLPS regarding detected alerts if required and request additional Data or information to describe these alerts. HKPRDHU will investigate alerts in the context of syndromic and disease activity identified by other HKPRDHU systems.

As part of the Project, results of public health importance will be summarized in HKPRDHU's routine surveillance reports and shared by HKPRDHU with its internal and external health partners. The report that is made available to the external parties will contain aggregate counts, summaries and assessments of only cases identified as suspected/confirmed opioid-related overdoses in iMedic and will not include any identifiable information.

4.1 External stakeholder list:

HKPRDHU's surveillance reports will be circulated within HKPRDHU as well as to the following external groups

- HKPRDHU's Opioid Response Task Force (see Appendix A)
- Public Health Ontario as required
- Ontario Ministry of Health and Long-Term Care as required
- Other Public Health Units as required
- Local Health Integration Networks as required
- Others as deemed necessary by the MOH as required

Appendix A made this day of , 2019

Opioid-Related Drug Overdose Surveillance
Request from HKPR District Health Unit to the Kawartha Lakes Paramedic Services

Internal Reporting

The following is a list of data elements requested for internal planning purposes only:

- Date of call
- Time of call
- Location of call
- Age of patient
- Sex of patient
- Reason for call (i.e. Naloxone Before Medic Arrival/Paramedic Naloxone Administration/ Paramedic Suspects Opioid-Related Drug Overdose)
- Primary Problem Code and description
- Interventions
- CTAS score
- Hospital of transfer (if applicable)

External Reporting

HKPR District Health Unit requests permission to publicly report aggregated information as part of the HKPR Opioid-Related Drug Overdose Information System and to share with members of the HKPR Opioid Response Task Force. The proposed indicators for external reporting include:

- Weekly number of suspected opioid-related overdoses responded to by Paramedic Services
- Breakdown of weekly number of opioid-related drug overdoses into the following categories:
 - Naloxone administered before paramedic arrival
 - Naloxone administered by paramedic
 - Paramedic suspects opioid-related drug overdose (but no naloxone administered)
- Number of suspected opioid-related drug overdoses responded to by the Paramedic Services where the Coroner was notified (proxy for suspected overdose deaths)

- All external reports will include only aggregate data; any counts less than 5 will be reported as “1-4” or “zero” depending on the number of cases reported through EMS.

Both parties agree to the content of Appendix A

Chief, Kawartha Lakes Paramedics Services

NAME Date

Medical Officer of Health for the HKPR District Health Unit

Dr. Natalie Bocking Date

Appendix B

Proposed members of Opioid Response Task Force

Haliburton County Paramedic Services (HCPS)

Kawartha Lakes Paramedic Services (KLPS)

Northumberland Paramedic Services (NPS)

Haliburton, Kawartha, Pine Ridge District Health Unit

Ontario Provincial Police (OPP)

Cobourg Police

Port Hope Police

Hospitals: Northumberland Hills, Ross Memorial, Campbellford Memorial, Haliburton Highlands

Appendix C

CONFIDENTIALITY AGREEMENT

All members of the Opioid Response Task Force (Task Force) have access to sensitive Task Force information including personal or personal health information. All Task Force members are under a legal and ethical duty to maintain the confidentiality of Task Force information, personal and personal health information.

I _____, understand that:

(Please Print)

- all Task Force information, personal or personal health information that I have access to or learn through my affiliation with the Task Force is confidential,
- as a condition of my membership on the Task Force, I must comply with the Personal Health Information Protection Act (PHIPA), and

I agree that I will not access, use or disclose any information, personal or personal health information that I learn of or possess because of my membership on the Task Force, unless it is necessary for me to do so in order to perform my job responsibilities in my home organization. I also understand that under no circumstances may Task Force information, personal, personal health information, or internal reports be communicated outside of the Task Force, except to other persons who are authorized by the Task Force to receive such information.

I further understand and agree that this Agreement will remain in force when I no longer have an association with Task Force and that I agree to securely return any Task Force information, personal or personal health information.

Signature

Date