

HEALTH PARTNER INTEGRATION INFORMATION MANAGEMENT AND NETWORK SERVICES AGREEMENT

THIS AGREEMENT made as of the 14th day of ,
August , 20 23 (the “Effective Date”).

BETWEEN:

ONTARIO HEALTH, a corporation without share capital continued
under the *Connecting Care Act, 2019* (“**Shared Services**”)

– and –

Corporation of the City of Kawartha Lakes

**a corporation existing under the Corporations Act (Ontario),
(the “Participant”)**

WHEREAS

- A. The Participant provides healthcare and related services to individuals who reside or receive treatment in the communities that they serve;
- B. The Participant and local health integration networks (“LHINs”) have agreed that where the two of them provide services to the same Patient (as defined below) they may make PHI (as defined below) available electronically to each other for the purpose of more efficiently and effectively providing or assisting in the provision of health care, or providing or assisting in the provision of community services, to the Patients to whom the information relates;
- C. Pursuant to section 40 of the *Local Health System Integration Act, 2006*, the Minister of Health and Long-Term Care issued an order, effective March 1, 2017, pursuant to which all assets, liabilities, rights and obligations, employees and all records relating thereto, including all contracts of the Ontario Association of Community Care Access Centres were transferred to Health Shared Services Ontario (“HSSOntario”).
- D. Pursuant to section 40(1) of the *Connecting Care Act, 2019*, the Minister of Health issued an order, effective December 2, 2019, pursuant to which all assets, liabilities, rights and obligations, employees and all records relating thereto, including all contracts of HSSOntario were transferred to Shared Services.
- E. Shared Services provides an information system (“Client Health and Related Information System” or “CHRIS”) and related information management and technology services (“Services”) to LHINs and is willing to extend the use of the Services described in Schedule “B” to the Participant for the purposes described in paragraph B above;
- F. Shared Services and the Participant wish to set out their respective obligations in connection with delivery and use of the Services in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - INTERPRETATION

1.1 Definitions

In this Agreement, capitalized terms are defined in the preamble above, in the body of the Agreement or have the meaning attributed to them below:

“Agent” means an “agent” as defined in PHIPA;

“Agreement” means this Agreement and any schedules attached to this Agreement;

“Applicable Law” means the laws of Ontario or of Canada applicable in Ontario that govern the collection, use and disclosure of PHI by the Participant and the provision of the Services by Shared Services to the Participant;

“Authorization” means a written direction about PHI given to Shared Services by the Participant, electronically or otherwise;

“Authorized Persons” means the employees, officers and any subcontractors of Shared Services who have a need to access to PHI in order for Shared Services to perform the Services;

“Business Day” means any day other than a Saturday, Sunday, and statutory holiday observed in the Province of Ontario;

“Client Health and Related Information System” or **“CHRIS”** is the electronic health record system used by the LHINs and it is described in more detail in Schedule C.

“Data Sharing Agreement” or **“DSA”** means the agreement between the Participant and a LHINs, setting out the terms and conditions under which PHI may be collected, used and disclosed through CHRIS and the Services under this Agreement;

“Electronic Services Provider” or **“ESP”** means a person who supplies the services described in section 6(1) of Ontario Regulation 329/04 made under PHIPA to health information custodians;

“Health Information Custodian” means a “health information custodian” as defined in PHIPA;

“Health Information Network Provider” means a “health information network provider”, as defined in the regulations under PHIPA;

“Ministry” means the Ministry of Health and Long-Term Care for the Province of Ontario or such other ministry as may be designated in accordance with Applicable Law as the ministry responsible in relation to the relevant matter;

“Patient” or **“Patients”** means the person or persons receiving health care from the Participant;

“Personal Health Information” means personal health information as defined in PHIPA;

“Personal Information” means information about an identifiable individual that is not Personal Health Information;

“PHI” means collectively Personal Health Information and Personal Information that is collected, used or disclosed by the Participant, regardless of whether the Participant is Health Information Custodian, through the CHRIS and the Services under this Agreement and the DSA;

“PHIPA” means the *Personal Health Information Protection Act, 2004* (Ontario);

“Privacy Breach” means the theft, loss or unauthorized access, collection, use, manipulation, disclosure and/or destruction of PHI;

“Services” means the services to be provided by Shared Services to the Participant under this Agreement as more particularly described in Schedule “B”; and

1.2 Number and Gender

Words importing the singular number include the plural and vice versa and words importing gender includes the masculine, feminine and neuter genders.

1.3 References to Legislation

Any reference to a statute in this Agreement shall mean the statute in force as at the Effective Date together with all regulations made thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute or regulation thereto, unless otherwise expressly provided.

1.4 Headings and Table of Contents

The division of this Agreement into separate articles, sections, subsections and schedules and the insertion of headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Schedules

The Schedules that form part of this Agreement are:

- Schedule “A” - Contact Information for Shared Services
- Schedule “B” - Services, Service Level Objectives
- Schedule “C” - Plain Language Description of the Services and Related Privacy and Security Safeguards
- Schedule “D” - Participant Agreement

1.6 Order of Precedence

In the event of any conflict between any of the provisions of the Schedules hereto and the body of this Agreement, the provisions in the body of this Agreement shall govern.

ARTICLE II - SERVICES

2.1 Services, Service Level Objectives

Shared Services will provide the Services set out in Schedule "B" in accordance with currently acceptable standards and practices reasonably applicable to like not-for-profit health care service providers for services of a similar nature. Shared Services will use reasonable commercial efforts to meet the service level objectives set out in Schedule "B".

2.2 Disclaimer, Alternate Means of Exchanging PHI

The Service is not guaranteed to perform at 100% availability and the Participant will be required to maintain alternate means of disclosing and collecting PHI and down-time procedures for use where the Service is not available. As such, Shared Services will not be liable to a Participant for any damages solely due to the lack of availability of the Service for any reason.

The Service is not guaranteed to be hacker-proof or otherwise not subject to theft or other security or like failures or for performance or functionality failures. Rather than guaranteeing any specific result, Shared Services will conduct the Services in the manner described in Section 2.01.

Except where expressly provided otherwise in this Agreement, Shared Services does not make any warranties, representations or conditions, express or implied, in fact or in law, including the implied warranties and conditions of merchantable quality, non-infringement or fitness for a particular purpose.

2.3 Additional Services

Shared Services and the Participant may agree to the provision of additional services by Shared Services by amendment to Schedule "B".

ARTICLE III - PRIVACY AND PHI

3.1 Shared Services as HINP/Agent

Shared Services is providing the Services as a Health Information Network Provider. Notwithstanding the preceding, where Shared Services is requested by a Participant to provide Services which involve the collection and disclosure of PHI and a use of PHI that is beyond that permitted to a Health Information Network Provider under PHIPA, Shared Services will provide the Services as the Agent of the Participant. Shared Services will only collect, use and disclose PHI in accordance with this Agreement and Applicable Law or pursuant to an Authorization and will not acquire any right, title or interest in or to any such PHI. For greater certainty, as between Shared Services and the Participant, the Participant has and retains custody and control of PHI, even in the course of Shared Services' performance of the Services.

3.2 Obligations of Shared Services as a HINP

To the extent it is providing the Services as a HINP, Shared Services will:

- a) notify the Participant at the first reasonable opportunity if it;
 - i. accessed, used, disclosed or disposed of PHI other than in accordance with this Agreement; or
 - ii. an unauthorized person accessed PHI;

- b) to the extent reasonably practical, and in a manner that is reasonably practical, keep and make available to the Participant, on the request, an electronic record of,
 - i. all accesses to all or part of the PHI associated with the Participant being held in equipment controlled by Shared Services , 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 PHI associated with the Participant by means of equipment controlled by Shared Services , 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;
- c) perform, and provide to the Participant 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 PHI, and
 - ii. how the Services may affect the privacy of the individuals who are the subject of PHI.
- d) ensure that any third party it retains to assist in providing the Services agrees to comply with the restrictions and conditions that are necessary to enable Shared Services to comply with this section.

3.3 Plain Language Description of the Services and Related Privacy and Security Safeguards

A plain language description of the Services that is appropriate for sharing with the individuals to whom the PHI relates, including a general description of the safeguards in place to protect against unauthorized use and disclosure, and to protect the integrity of PHI is attached as Schedule “C”.

ARTICLE IV - SECURITY

4.1 Security

Shared Services will protect PHI with the physical, organizational and technological safeguards set out in Schedule “C”. Upon request, Shared Services will provide the Participant with a copy of its security policies and procedures to the extent that they do not reveal a trade secret or confidential scientific, technical or commercial information of Shared Services .

4.2 Notification of Disclosure Order

Shared Services will notify the Participant promptly of any demand, order or other requirement of a court or governmental authority to disclose PHI and will take all reasonable steps, in consultation with the Participant, to respond to such demand, order or requirement.

4.3 Transfer or Disclosure of PHI Outside of Canada

Shared Services will not use or store PHI outside of Canada except with the permission of the Participants.

4.4 Privacy Breach Procedures

In the event of a Privacy Breach, Shared Services will, as soon as practicable, send written notice of such breach to the Participant, that includes to the extent available:

- (a) the date and time of the Privacy Breach;
- (b) a description of the PHI affected by the Privacy Breach;
- (c) the circumstances of the Privacy Breach, including the persons who accessed, disclosed and received the affected PHI; and
- (d) the actions being taken to contain the Privacy Breach and to prevent similar Privacy Breaches from occurring in the future.

4.5 Third Party Requests for PHI

Shared Services will refer all requests by third parties (other than Authorized Persons) for access to PHI to the Participant.

4.6 Inspection

The Participant may enter premises of Shared Services from which Shared Services provides the Services during normal business hours, on a Business Day, upon at least twenty-four (24) hours prior notice, for the purposes of inspecting and auditing Shared Services' compliance with this Agreement. For greater certainty, this right of inspection applies only to premises under the control of Shared Services and not to any third party premises.

ARTICLE V - CONFIDENTIAL INFORMATION

5.1 Definition

For purposes of this Agreement, "Confidential Information" means all records, data and other information whatsoever, in any form or medium (including without limitation, PHI, financial information, books and records, policies and procedures, copyright and any other intellectual property rights, computer technology, business information and other data) relating to the operations of a party hereto (the "Disclosing Party") which is made known to another party hereto (the "Receiving Party") as a result of the relationship of the parties under this Agreement or the provision or use of CHRIS and the Services by Shared Services to the Participant, but does not include any information or documents or other items which at the time in question:

- (a) have become generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party;
- (b) were available to the Receiving Party on a non-confidential basis prior to disclosure to the Receiving Party; or
- (c) are required by Applicable Laws to be disclosed.

Notwithstanding the preceding, paragraphs (a) and (b) do not apply where Confidential Information is also PHI and to the extent of any inconsistency, where Confidential Information is PHI, the provisions of Article IV prevail.

5.2 Confidentiality Obligations

The Receiving Party will:

- (a) hold in strictest confidence all Confidential Information of a Disclosing Party using at least the same degree of care to protect the Confidential Information it uses to

protect its own Confidential Information of a similar nature and in any event, no less than a reasonable degree of care;

- (b) not disclose or use or allow to be disclosed or used in any manner whatsoever, other than as expressly contemplated by this Agreement, as may be required to carry out the terms of this Agreement or as may be required for Shared Services to perform the Services and then only on a need-to-know basis, any Confidential Information of a Disclosing Party, either during the term of this Agreement or at any time thereafter, except with the prior written consent of such Disclosing Party;
- (c) ensure that all personnel of the Receiving Party who have access to Confidential Information of the Disclosing Party are informed of the confidential nature of the Confidential Information so as to know to keep such information confidential and not use it for any purpose except as permitted under this Agreement; and,
- (d) notify the Disclosing Party promptly in writing in the event of any loss or inability to account for the Disclosing Party's Confidential Information.

5.3 Obligations on Termination or Expiry

The parties acknowledge and agree that any Confidential Information of Shared Services provided to the Participant or any Confidential Information of the Participant provided to Shared Services will be a copy of the Confidential Information. Following the termination or expiry of this Agreement:

- (a) where the Receiving Party is Shared Services , Shared Services will, upon demand by the Participant, securely destroy Confidential Information of the Participant without keeping any copies in any form or format, and provide the Participant with an attestation to the destruction by a senior officer or manager of Shared Services ; and,
- (b) where the Receiving Party is the Participant, the Participant will, upon demand by Shared Services , securely destroy Confidential Information of Shared Services without keeping any copies in any form or format, and provide Shared Services with an attestation to the destruction by a senior officer or manager of the Participant.

ARTICLE VI - RESPONSIBILITIES OF THE PARTICIPANT

6.1 Assistance from Participant

The Participant will provide Shared Services with such assistance as Shared Services may reasonably request in order to perform the Services and meet its obligations under this Agreement. Shared Services will not be responsible or held liable for any limitation or loss of availability of the Services to the Participant should the Participant decide to withhold such assistance.

6.2 Accuracy of Information

The Participant is responsible for compliance with any requirements relating to the accuracy of PHI under Applicable Law. The parties will establish and use appropriate audit controls to test the accuracy of PHI and the Participant will promptly report any issues related to the accuracy of PHI to Shared Services .

ARTICLE VII - GOVERNANCE

7.1 Representative

Each of the parties will designate a representative to act as a single point of contact for such party in connection with all matters concerning this Agreement, including the delivery and use of the Services and PHI.

7.2 Initial Appointment and Changes

The name, address, telephone number, facsimile number, and e-mail address ("Contact Information") of the Participant's Representative will be provided on the Participant Agreement executed by the Participant. The Contact Information for Shared Services will be provided in Schedule "A". A list of all Contact Information, updated by Shared Services as required, will be made available to the parties by Shared Services. Any party may at any time change its designated Representative upon written notice to Shared Services.

ARTICLE VIII - SCHEDULE AMENDMENTS; IDENTIFICATION OF THE PARTICIPANT

8.1 Amendments

At any time and from time to time during the term of this Agreement, any party may request amendment (a "Schedule Amendment") to a Schedule to this Agreement. The party submitting the request will specify the nature, details and reasons for the proposed Schedule Amendment.

8.2 Accepted Schedule Amendment

Each Schedule Amendment that is accepted and agreed to in writing by the parties will be deemed incorporated into and will constitute a formal amendment of this Agreement, and the provisions of this Agreement will apply to each Schedule Amendment.

8.3 Written Agreement

For greater certainty, Shared Services will not be obligated to perform any additional services or fulfill any additional obligations contained in a Schedule Amendment until it has been agreed to in writing by the parties.

8.4 Identification of The Participant

In order to become a Participant, execution of the Participant Agreement is required, in the form attached hereto as Schedule "D".

ARTICLE IX - TERM AND TERMINATION

9.01 Term

This Agreement will remain effective until terminated by the Participant or by Shared Services. The Participant may terminate this Agreement on one (1) month's prior written notice to Shared Services. Upon any termination of the DSA with respect to the Participant, this Agreement will also be deemed to have been terminated effective as of the date of the termination of the DSA.

Shared Services may terminate this Agreement in respect of the Participant where the Participant has failed to comply with this Agreement or its acts or omissions are a threat to the security and/or integrity of PHI. Where Shared Services terminates this Agreement in connection

with a Participant, the Participant may make written submissions to Shared Services and Shared Services will reconsider the decision to terminate and may impose terms and conditions and limit the term of the Agreement in connection with the Participant.

Shared Services may terminate this Agreement on ninety (90) days' notice to the Participant. The Participant, acting through Shared Services, may extend this Agreement immediately following termination for up to sixty (60) days, or such other period as agreed to by Shared Services on behalf of the Participant and Shared Services, to facilitate the transition from the CHRIS and Services to the Participant or another third party system and service provider.

ARTICLE X - LIMITATION OF LIABILITY

10.1 Limitation of Liability

The parties acknowledge that the provision of access to CHRIS and Services to the Participant is not in Shared Services' ordinary course of business and is being provided as a benefit for the Participant and their Patients. No party will seek recourse against Shared Services for damages arising out of or in connection with this Agreement unless due to the negligent or willful misconduct of Shared Services under this Agreement.

The parties acknowledge that Shared Services' liability to the Participant for Shared Services' negligence under this Agreement shall be limited to actual direct damages not to exceed two million dollars and shall in any event exclude (i) loss of profits or revenue, (ii) loss of good will or reputation or (iii) any form of indirect or consequential damages.

The parties agree to work through Shared Services and with their insurers and risk managers, to mitigate the risk of third party claims that could potentially flow from their use of CHRIS and Services.

10.2 Indemnification of Shared Services

The Participant agrees to indemnify and hold Shared Services harmless from and against any and all damages, costs, liabilities, expenses and settlement amounts, which Shared Services may incur or suffer relating to any claim by the Participant or any third party that Shared Services may defend or settle in respect of this Agreement or otherwise related to the provision of the Services (the "Claim"), except where due to the negligent or willful misconduct of Shared Services (the "Participant Indemnity") under this Agreement.

ARTICLE XI - NOTICE

11.1 Required or Permitted Communications

Any demand, notice, direction or other communication ("Notice") required or permitted to be given hereunder, or for the purposes hereof, to a party will be in writing and will be sufficiently made or given if delivered personally or by courier, or if sent by first class prepaid registered mail or if transmitted by facsimile or other similar means of electronic communication, addressed to the party at the address in Schedule "A" for Shared Services and in Schedule "D" for the Participant.

11.2 Deemed Receipt

Any communication, if delivered personally or by courier, will be deemed to have been given and received on the date on which it was delivered, provided that if such day is not a Business Day, or such delivery was not made within normal business hours, then the communication will be deemed

to have been given and received on the Business Day next following such day. Any communication mailed as aforesaid will be deemed to have been given and received on the fourth Business Day following the date of its mailing in Canada, provided that if at the time of mailing or within four (4) Business Days thereafter, there occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any communication shall be delivered or transmitted by other means provided for in this section. Any communication given by facsimile or similar form of electronic communication will be deemed to have been given and received on the date of its transmission, provided that if such day is not a Business Day or if it is not received within normal business hours on the date of its transmission, then it will be conclusively deemed to have been given and received on the first Business Day next following its transmission. Any party may change its address at any time by written notice given to the other parties in accordance with this section.

ARTICLE XII - GENERAL

12.1 Entire Agreement

With respect to its subject matter, this Agreement, including the Schedules hereto, 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 the parties respecting the subject matter hereof.

12.2 Waivers

No party will be bound by or be liable for any alleged representation, promise, inducement or statement of intention not set forth herein. No waiver, alteration, amendment, modification, or cancellation of any of the provisions of this Agreement will be binding upon a party unless made in writing and duly signed by the party or parties to be bound.

12.3 Further Assurances

Each of the parties will, at its own expense and upon the request of another party, from time to time, promptly execute and deliver, or cause to be executed and delivered, all such further acknowledgements, consents, assurances and other documents, and promptly do, or cause to be done, all such further acts and things as that other party may reasonably request in order fully to effect the purposes of this Agreement.

12.4 Parties Not Partners

Nothing in this Agreement will be construed so as to imply, constitute or create a partnership, employment, joint venture or agency relationship between the parties and nothing in this Agreement or arising from the terms of this Agreement will be construed to confer on a party any right, authority or power to act for, or to assume, create or undertake any obligation or responsibility on behalf of any other party.

12.5 Severability

If any term or condition of this Agreement or the application thereof, to any person or circumstances is to any extent invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected by the invalidity, illegality or unenforceability of the particular term or condition or the application thereof.

12.6 Governing Law

This Agreement will be interpreted, construed, and governed by and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (other than any conflict of law rules that would result in the choice of laws of another jurisdiction) and the Participant agrees to submit to the exclusive jurisdiction of the courts of Ontario.

12.7 Assignment

No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties, not to be unreasonably withheld, except that any party may without consent assign its rights under this Agreement to: (1) a successor entity; (ii) or an acquirer fall or substantially all of its assets; or (iii) following an approved transfer to another entity under the *Long-Term Care Homes Act, 2007* (Ontario) or any other law regulating the ownership or operation of a party.

12.8 Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.9 Survival

The provisions of this Agreement which by their own terms take effect on termination of this Agreement or by their nature survive termination, will continue in full force and effect and survive such termination, notwithstanding any termination of this Agreement.

IN WITNESS WHEREOF, Shared Services has executed this Agreement below and the Participant has executed this Agreement by execution of a Participant Agreement in the form in Schedule "D".

ONTARIO HEALTH (SHARED SERVICES)

Per:  _____

Name: Miren Chauhan

Title: Vice President, Corporate Services

Per:  _____

Name: David McLelland

Title: Chief Information Officer & VP, Technology & Strategy

Schedule “A”

Contact Information of Shared Services:

Attn: Director of Privacy, Risk and Information Security Management (PRISM)

Address: 130 Bloor Street West, Suite 200, Toronto Ontario, M5S 1N5

Telephone: 416-750-1720

Fax: 416-750-3624

Email: privacy.officer@hssontario.ca

Contact Information of the Participant:

Contact Name: Jamie Golden

Title: Deputy Chief: Professional Standards

Address: 4 Victoria Ave. N, Lindsay, ON, K9V 4E5

Telephone: 705-879-9089

Fax: NA

Email: jgolden@kawarthalakes.ca

Schedule “B”

Services, Service Level Objectives

Description of eNotification Integration

i) Hospital eNotification

The eNotification integration will enable LHINs to be notified of active patients who are admitted or discharged from a hospital. The eNotification interface supports both CHRIS inbound and CHRIS outbound messages for tracking LHIN patients’ status and location in a hospital.

The CHRIS inbound messages received from a hospital support the following event types:

1. Presented at Emergency Department
2. Discharged from Emergency Department
3. Admitted to an Inpatient Unit
4. Discharged from an Inpatient Unit

Optionally, if the Participant at their discretion, transfers the appropriate information for integration with Primary Care, three event types are relayed to OntarioMD:

1. Discharged from Emergency Department
2. Admitted to an Inpatient Unit
3. Discharged from an Inpatient Unit

The CHRIS outbound message sent back to a hospital provides the hospital with information relevant to the LHIN patient status (if receiving Home and Community care), the Health Link status, whether or not a Coordinated Care Plan (CCP) exists for the patient in CHRIS; and provides the hospital with the ability to receive the electronic Ambulance Call report (eACR) from Emergency Medical Services (EMS) where the EMS partner has enabled eNotification to CHRIS.

ii) EMS (Paramedic) eNotification

EMS eNotification to CHRIS will enable LHINs to be notified of active patients that have received an EMS visit and whether or not they were transported by EMS. EMS eNotification will also enable EMS to provide the eACR for the hospital partners in reference to patients transported to the hospital’s emergency unit.

The CHRIS outbound message sent back to EMS provides the EMS with information relevant to the LHIN patient status (if receiving Home and Community Care), the Health Link status, whether or not a Coordinated Care Plan (CCP) exists for the patient in CHRIS.

Description of LHIN Referral Integration

LHIN Referral integration supports an automated method for a Referring Partner (IE: Acute hospital, EMR) staff to refer clients being discharged for LHIN assessment and services. The Referring Partner users identify the need for referrals to LHIN in their system; at which point the system automatically creates the HL7 message that is sent to CHRIS for the LHIN user.

The Business Events that support bi-directional communications between the Referring Partner system and CHRIS:

1. New Referral: Referring Partner staff initiates a new referral to the LHIN.
2. Referring Partner Cancels Referral: Referring Partner staff decides the client is no longer ready for a transition to home care or any other alternate level of care.
3. LHIN Cancels Referral: Upon receiving the initial referral from the Referring Partner, the LHIN determines that the referral process cannot continue. The system notifies the Referring Partner staff of the LHIN cancellation.
4. LHIN Accepts Referral: The event is triggered when, upon receiving a referral from the Referring Partner, the LHIN staff members determine they have enough information to process the referral.
5. LHIN Completes Referral: This represents the final notification that the LHIN has completed the assessment and determined patient eligibility. The system communicates the eligibility outcome summary back to the initiating facility.

Effective CHRIS 2.6:

- ✓ Referring Partner Updates Referral: Referring Partner sends electronic updates for clients already referred, and the updates are applied to the existing Referral in CHRIS
- ✓ LHIN Updates Referral: LHIN to send updates to referral source whenever referral is progressed through the referral process in CHRIS

Description of HPG

Health Partner Gateway (HPG) is a portal application system that supports the timely and secure exchange of information between a LHIN and a Participant. HPG is a proprietary application written, maintained, and supported by Shared Services. The systems use Microsoft .NET technology and it runs on Microsoft Windows Servers with a Microsoft SQL Server database. The HPG systems are located in a secure data center on a private network in Ontario.

The HPG system offers the business functions outlined below. These will be made available to the Participant.

- ✓ **Client View** This function provides the Participant with the ability to search for and view portions of that patient's electronic health information in CHRIS.
- ✓ **Document Exchange** This function allows the Participant and the LHIN to securely send documents containing PHI to one another.

Services

Shared Services will:

- ✓ Provide all support for CHRIS production systems including, without limitation, all maintenance, back-up and recovery, and performance and capacity monitoring, tuning, planning of the applications and reporting.

✓ **Services – cont'd**

Shared Services will:

- ✓ For Priority 1 (P1) Level Incidents (as defined below), initiate and participate in P1 activities.
- ✓ Ensure support representatives have access to perform troubleshooting and diagnostic activities in respect of CHRIS.
- ✓ Provide all support for any in-scope databases including, without limitation, all maintenance, back-up and recovery, and performance and capacity monitoring, tuning, planning and reporting.
- ✓ Provide all Tier 2 and Tier 3 Support as appropriate including, without limitation:
 - Serve as the initial point of contact with regard to all CHRIS problems, inquiries, and requests.
 - Maintain and update tickets in the ticketing and tracking system once escalated from a local helpdesk. Includes selecting the priority level, performing an accurate triage of the incident and allocation of correct resources.
 - Contact help desk support in respect of all Priority 1 and Priority 2 Level Incidents on in scope environments and applications and Shared Services' incident manager.
 - Contact Shared Services' incident manager in respect of all Priority 1 and Priority 2 Level Incidents.
 - Suggest possible work-arounds and other solutions, if applicable.
- ✓ Procure, install, operate, support and maintain all of the hardware and software that is required for the CHRIS, including:
 - obtain all appropriate licenses and maintenance agreements; and,
 - make all contacts and other communications with the applicable third-party vendors with respect to such hardware and software,
- ✓ Procure and maintain communication services, including Internet connections necessary for integration and any and all other on-line services offered by Shared Services.

Description of Client Information Query - CHRIS WS2

A client information query (CHRIS WS2) is a web-service interface that enables authorized partner systems to query LHIN client health care information from CHRIS. The client information available through this interface includes: client and contact information, allergies, risk and safety information, care plan and community support notes, client diagnosis, referrals and services.

Schedule “C”

Plain Language Description of the Services and Related Privacy and Security Safeguards

The following description of CHRIS has been created to highlight privacy security safeguards within CHRIS.

1. Description of CHRIS

The Client Health and Related Information System (CHRIS) is a web-based client management system developed by Health Shared Services Ontario for LIINs. CIIRIS provides the LIINs with detailed client records, case management tracking and support while enabling health system integration to/from the community.

2. Summary Privacy and Security Safeguards

A. There are numerous controls built into the CHRIS to protect PHI:

i. Administrative Safeguards:

- The Chief Privacy Officer of Shared Services is accountable for the privacy and information security of the CHRIS systems
- All Shared Services employees, consultants and contractors must abide by our privacy and information security policies and commit to complying with an Acceptable Use and Conduct policy as a condition of employment or as part of their contract or agreement.
- Shared Services makes privacy and information security education mandatory for staff
- Risk assessment is part of Shared Services project cycle

ii. Technical Safeguards:

- Shared Services has deployed safeguards to ensure only the people who need to have access to our systems and Shared Services’ clients’ information are given access
- Strong passwords are required to access systems hosting personal health information and other personal information.
- Shared Services protects personal health information and other personal information by making sensitive information in our computing devices unreadable to those who are not authorized to access this information.
- Security applications are installed in our sensitive information systems to monitor and prevent abnormal activity.
- Perimeter security technologies are deployed to ensure our systems are protected from users on the internet.

iii. Physical Safeguards

- Systems where personal health information and other personal information are processed or stored are physically secured in purpose-built facilities with appropriate physical and environmental controls.
- Physical security controls of these purpose-built facilities are validated by an internally conducted threat risk assessment to ensure they meet Shared Services security standards.

SCHEDULE "D"

Participant Agreement

This Participant Agreement is entered into by

Corporation of the City of Kawartha Lakes

("Participant") effective DATE THIS AGREEMENT WAS SIGNED

1. The Network Services Agreement establishes the terms and conditions upon which Shared Services will make CHRIS available to, and provide the Services checked off below to, the Participant.

eNotification Integration ☒

eReferral Integration ☐

Health Partner Gateway (HPG) ☐

Client Information Query - CHRIS WS2 ☐

2. The Participant has reviewed and agrees to be a party to and bound by the Network Services Agreement, the terms and conditions of which are incorporated herein by reference.
3. The following is the contact information for the Participant for the purposes of all Communications under the Agreement:

Organization Name: Corporation of the City of Kawartha Lakes

Contact Name: Corporation of the City of Kawartha Lakes

Title: TITLE OF SIGNING AUTHORITY OF HEALTH PARTNER

Address: ADDRESS OF SIGNING AUTHORITY OF HEALTH PARTNER

Telephone: TELEPHONE OF SIGNING AUTHORITY OF HEALTH PARTNER

Fax: FAX OF SIGNING AUTHORITY OF HEALTH PARTNER

Email: EMAIL ADDRESS OF SIGNING AUTHORITY OF HEALTH PARTNER

IN WITNESS WHEREOF, this Agreement has been executed by the Participant.

Per (Organization Legal Name): Corporation of the City of Kawartha Lakes

Name: FULL NAME OF SIGNING AUTHORITY OF HEALTH PARTNER

Title: TITLE OF SIGNING AUTHORITY OF HEALTH PARTNER

Signature: _____ Date: _____

I have the authority to bind the Corporation.