

Information Sharing Agreement

This Agreement is effective as of (date dd/mm/yyyy) _____ .

BETWEEN: Interior Health Authority, a regional health board established under the Health Authorities Act (British Columbia) (“IHA”)

AND: _____,
(the “Physician/Provider/Clinic”) (each a “Party,” and collectively the “Parties”)

Provider Address

Provider ID, if applicable

AND: _____
a regional health board established under the Health Authorities Act (British Columbia) (“HA”) and, where applicable, its
Provider Group(s) as follow:

(the “HA Provider Group”)

For the Exchange of Electronic Patient Information:

- From a Health Authority to a private clinic within the same Health Authority
- From a Health Authority to a private clinic in a different Health Authority
- From a Health Authority to a different Health Authority*
- From a clinic to a clinic within the same Health Authority
- From a clinic to a clinic in a different Health Authority
- From a clinic to the Health Authority* the clinic is located within
- From a clinic to a different Health Authority*
- Between a Health Authority based Provider Group and private clinic(s) within the same Health Authority or in a different Health Authority
- Between Provider Groups within a Health Authority or in a different Health Authority

*Health authorities themselves also have Electronic Medical Record systems which in the future may be included as recipients in the scope of the CDX Distribution System.

Whereas:

- A. The Interior Health Authority (“IHA”) Clinical Data eXchange (CDX) Distribution System supports the standardized exchange of electronic patient information between disparate Health Care Information Systems (HCIS) and Electronic Medical Record (“EMR”) systems, regardless of which BC Health Authority they are located in. This assists with various provider business processes and facilitates collaborative patient care through the exchange of electronic episodic documents such as Referrals and Consults.
- B. The scope of the data exchange includes supporting various non-specific episodic events in the care of the patient and associated clinical documents including but not limited to Referrals and Consults.
- C. IHA has an infrastructure capable of securely storing and transmitting data across BC which is already in use to support the electronic distribution of records from IHA and the Northern Health Authority (“NHA”);
- D. The Physician/Provider/Clinic/HA wishes to utilize the IHA CDX Distribution System infrastructure to securely transmit and receive information records as defined in provincial clinical data exchange standards, such as the BC CDA Implementation Guide and the PITO EMR-to-EMR Data Transfer & Conversion (E2E-DTC) Standard1 (collectively, the “Information”) to/from their EMR to/from an EMR of another participating Physician/Provider/Clinic/HA, also subject to an Agreement, for the purposes of maximizing patient and practice outcomes through improved care to their patients, efficiency in the delivery of such care and increased patient satisfaction (the “Purpose”);

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IHA accepts no responsibility for use of this material by any person or organization not associated with IHA.

Information Sharing Agreement

- E. An Information Sharing Agreement involves at least two parties – the source (discloser) of the information and the recipient (collector) of the information, and all parties to a particular arrangement may be both sources and recipients.
- F. The Physician/Provider may be part of a “Provider Group,” and each member of the “Provider Group” must sign an individual ISA, unless the Provider is an employee of a Health Authority that is a Party to this agreement.
- G. The Physician/Provider/Clinic/HA represents and warrants that it has, and will at all times have, the authority and necessary consent to collect, use and disclose the Information to IHA and other participating physicians/providers/clinic/HA, also subject to an Agreement, under the Personal Information Protection Act (“PIPA”) or Freedom of Information and Protection of Privacy Act (“FIPPA”);
- H. If applicable, the authorized signatory for the Clinic who is the Clinic Medical Director will ensure all Physicians in their practice are aware of and have the authority and necessary consent to collect, use and disclose the Information to IHA and other participating physicians/providers/clinics/HA, also subject to an Agreement, under the Personal Information Protection Act (“PIPA”) or Freedom of Information and Protection of Privacy Act (“FIPPA”);
- I. IHA has the authority to collect, use and disclose the Information to/from the Physician/Provider/Clinic/HA pursuant to Sections 26 and 32-34 of the Freedom of Information and Protection of Privacy Act (“FIPPA”);
- J. IHA and NHA have an existing Service Level Agreement in relation to information sharing for the purposes of providing service support to Physicians/Providers/Clinics participating in the POI/CIX/CDX initiative which includes support for the information sharing under this Agreement;
- K. IHA has agreed to provide secure transmission services via their infrastructure of the Information to and from the Physician’s/Provider’s/Clinic’s/HA’s EMR for the stated Purpose and wishes to confirm the Parties’ duties and obligations in respect of the Information;

THEREFORE, in consideration of the mutual premises, covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, including the appendices:

“**Agreement Manager**” means the primary contact person for receiving notices and other communications between the Parties in relation to this Agreement as set out in section 13.1.

“**Information**” means the data elements as defined in provincial data exchange standards, such as the BC CDA Implementation Guide and the PITO EMR-to-EMR Data Transfer & Conversion (E2E-DTC) Standard2

“**Personal Information**” means (i) any information about an identifiable individual, except business contact information including title, business telephone, business address, business fax number or business email, or (ii) “personal information” as defined in the FIPPA. In the event of any conflict between (i) and (ii), the definition provided in the FIPPA will govern.

“**Recipient**” means the Physician/Provider/Clinic/HA identified by the Source to receive/collect the Information they disclose to IHA for transmission.

“**Source**” means the Physician/Provider/Clinic/HA disclosing the Information to IHA for transmission to another participating physician.

“**Provider Group**” means a group or team of Physicians, Providers, or combination thereof, who provide team-based patient care.

“**Provider**” means health care professionals, other than Physicians, that provide patient care, including both Health Authority staff and private health care workers.

2. TERM

2.1 The term of this Agreement will commence on the date set out on the first page of this Agreement and will continue until terminated in accordance with Section 17. The obligations, representations and warranties of the Physician/Provider/Clinic/HA as set out in this Agreement will survive the termination of this Agreement or any suspension of rights hereunder.

Information Sharing Agreement

3. LEGAL RELATIONSHIP

3.1 No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of the Parties under this Agreement.

4. INFORMATION TRANSMISSION TO & FROM THE PHYSICIAN/PROVIDER/CLINIC/HA

4.1 The Information will be transmitted to/from the Physician/Provider/Clinic/HA EMR system in accordance with the procedures and protocols set out in Appendix A.

5. ACCURACY OF INFORMATION

5.1 The Physician/Provider/Clinic/HA acknowledges and agrees that any use of the Information disclosed under this Agreement is solely at its own risk. IHA securely transmits the Information from participating parties on an “as is” and “as available” basis, and does not provide any warranty as to (i) its fitness for any intended purposes, or (ii) its completeness, accuracy or reliability.

5.2 The Source of the Information being shared under this Agreement must make reasonable efforts to ensure its accuracy.

5.3 The Source of the Information being shared under this Agreement is responsible for verifying that the correct intended Recipient(s) at the correct location has been identified in the message. IHA is not responsible for messages directed by the Source to the incorrect intended recipient/recipients or incorrect location,

5.4 The Source of the Information must make reasonable efforts to notify the Recipient of any inaccuracies and errors in the disclosed Information upon becoming aware of any such inaccuracies or errors.

5.5 The Recipient is responsible for verifying the accuracy of Information received under this Agreement before relying or acting upon such information.

6. ACCESS, USE, DISCLOSURE, RETENTION AND DESTRUCTION OF INFORMATION

6.1 IHA will ensure that only authorized persons have access to the Information in their custody disclosed by the Physician/Provider/Clinic/HA under this Agreement for the Purpose noted.

6.2 IHA will not use the Information for any purposes other than that stated in this Agreement.

6.3 The Information received by IHA from the Physician/Provider/Clinic/HA under this Agreement will be retained only until such time as the Purpose has been achieved and will then be deleted off of the IHA servers.

6.4 IHA will at no time, including following termination of this Agreement, disclose the Information to any third parties, except to intended Recipients, service providers, agents, representatives or affiliates on a need-to-know basis in connection with the Purpose, unless prior written consent is obtained from the Physician/Provider/Clinic/HA and the disclosure is done in accordance with FIPPA and any other applicable legislation.

6.5 IHA agrees that it will collect, retain, use, disclose and dispose of the Information provided by the Physician/Provider/Clinic/HA under this Agreement only as permitted under this Agreement, FIPPA, other applicable legislation, and as required by any orders of the courts of BC or Canada. Where this Agreement imposes obligations additional to those imposed by the FIPPA or other applicable legislation, this Agreement will govern.

6.6 IHA acknowledges that the Information in its custody remains at all times the property of and within the control of the Source.

6.7 If a request is made to IHA under FIPPA for access to the Information obtained by IHA under this Agreement, IHA will advise the Source and will collaborate and assist the Physician/Provider/Clinic/HA in responding to any such requests.

6.8 IHA will ensure that no Information is transferred or stored outside of Canada unless it is done in compliance with FIPPA and if applicable, written authorization from the Source has been obtained.

Information Sharing Agreement

7. SECURITY AND PROTECTION OF PRIVACY

- 7.1 IHA will be responsible for the confidentiality and security of the Information while it is in the possession of IHA, its employees, agents or representatives, and will use reasonable measures to maintain the security and confidentiality of the Information in its custody against such risks as unauthorized access, collection, use, modification of use, disclosure or disposal.
- 7.2 IHA will keep confidential all Information made available as a result of this Agreement and will not disclose any of the Information, except as permitted under this Agreement.

8. INVESTIGATION OF UNAUTHORIZED ACCESS, USE, DISCLOSURE OR MODIFICATION OF THE INFORMATION

- 8.1 IHA will investigate all cases where they have reasonable grounds to believe that any of the conditions set out in this Agreement has been or is likely to be breached. This includes any cases where it is alleged, suspected, or there is evidence, that there has been unauthorized access, use, disclosure or modification of the Information provided under this Agreement, modification of a permitted use, misuse or breach of confidentiality, or any incident which might jeopardize or has jeopardized the security or integrity of IHA's storage or computer facilities used in connection with the Information.
- 8.2 If any of the events detailed in section 8.1 occur, IHA will immediately advise the Physician/Provider/Clinic/HA of any remedial actions taken. Upon review with the Physician/Provider/Clinic/HA and at the discretion of IHA, the Office of the Information and Privacy Commissioner of British Columbia may be informed where a breach of Personal Information has occurred.
- 8.3 Upon being notified under section 8.2 of an instance of unauthorized access, use, disclosure, modification, misuse or breach of confidentiality, or storage or computer facility breach, the Physician/Provider/Clinic/HA so notified may do any of the following:
 - (a) review the steps taken by IHA to address or prevent a recurrence of the noncompliance;
 - (b) suspend the provision of Information under this Agreement until satisfied that IHA has complied with the Agreement; or
 - (c) terminate this Agreement pursuant to section 9.1.

9. TERMINATION

- 9.1 Notwithstanding any other provision herein to the contrary, IHA retains the right to suspend or terminate their services at any time and without notice if IHA, in its sole discretion, determines that it is necessary to do so.
- 9.2 Either Party may terminate this Agreement by providing written notice to the other Party thirty days prior to the date on which the notifying Party intends the Agreement to terminate.
- 9.3 Unauthorized access to, use or disclosure of, or modification of use of any Information provided under this Agreement is a fundamental breach of this Agreement and is grounds for immediate termination of the Agreement by the Physician/Provider/Clinic.
- 9.4 Upon termination of this Agreement for any reason, IHA will promptly destroy all copies of the Information received from the Physician/Provider/Clinic/HA in its possession.
- 9.5 IHA's obligations to maintain the privacy, security and confidentiality of the Information provided under this Agreement will survive the termination of this Agreement.

Information Sharing Agreement

10. WAIVER AND INDEMNITY

- 10.1 No term or condition of this Agreement, and no breach by IHA of any such term or condition will be deemed to have been waived unless such waiver is in writing and signed by both Parties.
- 10.2 The written waiver of any breach of any provision of this Agreement does not constitute a waiver for any subsequent breach of the same or any other provision of this Agreement.
- 10.3 The Physician/Provider/Clinic/HA acknowledges that in no event will the IHA be liable to them for damages, including any loss of profits, loss of savings or other incidental or consequential damages, arising out of IHA's use of, misuse of, or inability to use the Information.
- 10.4 The Physician/Provider/Clinic/HA will indemnify IHA for any losses, expenses, costs (including legal costs) and damages resulting directly or indirectly from its use or misuse of the Information, breach of this Agreement or from any negligence or willful misconduct of its employees, agents or representatives in the collection, use, retention, disclosure or destruction of the Information provided by the Physician/Provider/Clinic/HA under this Agreement.

11. COSTS

- 11.1 Each Party will be responsible for its own costs associated with fulfilling the terms and conditions of this Agreement.

12. DISPUTE RESOLUTION

- 12.1 Any matter of general concern or dispute arising from this Agreement will be first directed to the Agreement Managers for consultation and resolution.
- 12.2 This Agreement will be governed by and construed and interpreted in accordance with the laws of British Columbia and the courts of British Columbia will have exclusive jurisdiction in reference to any matters herein.

13. NOTICES

- 13.1 All notices either Party is required to give or wishes to give under this Agreement will be made in writing to the Agreement Manager for the other Party as set out below and can be given by courier, hand-delivery, regular mail, facsimile, or other electronic means of communication, including e-mail, and will be addressed as follows:

For IHA:

Attention: Chris Craig, Executive Director, Data & Analytics
Kelowna Community Health and Services Centre
505 Doyle Avenue, Kelowna, BC V1Y 0C5

For Physician/Provider/Clinic/HA:

Attention:

(Physician/Provider/Clinic Medical Director/HA Name)

(Address)

- 13.2 Any such notice, if sent by regular mail, will be deemed to be duly given and received on the fourth business day following the date of the mailing, except that no Saturday, Sunday or statutory holiday will be considered a business day. If sent by courier or hand-delivery, such notice will be deemed to have been received on the date of delivery. If sent by facsimile or other electronic means of communication, such notice will be deemed to have been received on the date of transmission, unless it comes to the attention of either Party that such notice was not received due to a technical problem, at which point the notice will be resent.

Information Sharing Agreement

14. GENERAL

- 14.1 The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 14.2 This Agreement does not replace, but rather supplements any other agreements that may exist between IHA and the Physician / Provider / Clinic / HA ("Other Related Agreements"). To the extent that any provisions of this Agreement, including its appendices, conflict with those of any Other Related Agreement, the provisions of the Other Related Agreement shall take precedence unless otherwise expressly indicated in this Agreement.
- 14.3 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will be not affected thereby and will be valid, legal and enforceable.
- 14.4 The provisions of this Agreement will ensure to the benefit of and be binding upon the Parties and their successors and permitted assigns. Neither Party may assign their rights and obligations under this Agreement without the prior written consent of the other.
- 14.5 The appendices attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 14.6 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile or e-mail transmission and such transmission shall be considered an original.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set out in the first page of this Agreement:

Interior Health Authority _____ Authorized Signatory Name: Chris Craig Title: Executive Director, Data & Analytics Date: _____	Physician / Provider / Clinic / Clinic Medical Director / HA Name _____ Authorized Signatory <i>(This form was digitally signed)</i> Name: _____ Title: Physician / Provider / Clinic Medical Director / HA Name Date: _____
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APPENDIX A - Data Sharing Security And Health Information Exchange Procedures And Protocols

Overview Of Health Information Exchange Processes

Process: Physician / Provider / Clinic / HA SENDING Information:

- The Physician / Provider / Clinic / HA through their EMR system, will generate an electronic standardized message (Information) to a specified Physician / Provider / Clinic / HA ("intended recipient") for one of the following clinical / business scenarios:
 - episodic documents such as Referrals and Consults,
 - the exchange of other clinical information or documents, as outlined in provincial clinical data exchange standards.
- Once the electronic message (Information) has been created, the Physician / Provider / Clinic / HA through their EMR system will initiate a secure connection to the CDX Distribution System, which will perform authentication* of the identity of the connecting system,
- After the authentication process, the CDX Distribution System will validate the technical format of the inbound message (Information), and if the message (Information) is conformant it will be made immediately available for "retrieval / pickup" by the Physician / Provider / Clinic / HA who has been identified as the intended recipient in the message "wrapper / envelope."

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Information Sharing Agreement

Process: Physician/Provider/Clinic/HA RECEIVING Information:

- The Physician/Provider/Clinic/HA through their EMR system, will initiate a secure connection to query/request all messages (Information) where the Physician/Provider/Clinic/HA has been identified as the intended recipient in any messages,
- The CDX Distribution System will perform authentication* of the identity of the connecting system,
- After the authentication process, the CDX Distribution System will respond to the query/request by allowing the EMR system to securely “retrieve/pickup” all valid messages addressed to the connecting Physician/Provider/Clinic/HA,
- The receiving EMR system will process the inbound message (Information) and consume appropriately into patient charts after the system patient matching process has occurred,
- The receiving Physician/Provider/Clinic/HA will review all inbound Information, and handle according to regular business/clinical process.

Process: Authentication of EMR Systems Connecting to CDX Distribution System

The IHA CDX Distribution System will validate the identity of all connecting entities (Physician/Providers and their associated Clinic/EMR System) through a dual factor authentication process as follows:

- CREDENTIALS – Authentication and identification of connecting organizational entity (clinic) via validation of credentials (user name and password) that are supplied in the secure message.
- CERTIFICATES - Authentication of connecting entity using client certificates. Client certificates provide a means for each organizational entity in CDX to uniquely identify themselves in a trusted way.

The authentication process includes the following functions:

- Validating the identity of the organizational entity.
- Authorizing and restricting the organizational entity to the appropriate data.
- Recording detailed audit information relating to all activity of the organizational entity.

Process: CDX Team SUPPORTING the CDX Distribution System

The IHA CDX Distribution System is the “post office” for distributing clinical information. The CDX Support Team has historically provided assistance to EMR systems and/or Physician/Provider/Clinic/HA when problems arise with clinical information sent electronically. Information is temporarily stored in the CDX system to facilitate resolution of potential support issues, and to re-send information when necessary.

The following examples are some of the issues that the CDX Support Team may address:

- A patient switches to a new physician/provider. The new Physician/Provider/Clinic/HA requests that any historical clinical documents/messages still available in the CDX system be sent to their EMR system.
- A Physician/Provider/Clinic/HA switches to a different EMR system, and requests that any historical clinical documents/messages still available in the CDX system be sent to their new EMR system.
- A patient switches to a new physician/provider. The new Physician/Provider/Clinic/HA requests that the previous Physician/Provider/Clinic/HA electronically send that all historical clinical documents/messages be sent to their EMR system. CDX facilitates this health information delivery.
- A Physician/Provider/Clinic/HA switches to a different EMR system, and requests that the former EMR vendor send all historical clinical documents/messages to their new EMR system. CDX facilitates this health information delivery.
- The server where a clinic’s EMR system is running experiences a serious failure and loss of data. CDX Support Team re-sends the message/information that may be still available within the CDX system.
- A receiving EMR Physician/Provider/Clinic/HA misplaces or accidentally deletes the inbound message/information. CDX Support Team re-sends the message/information.
- A Physician/Provider/Clinic/HA is away from the clinic for an extended period (vacation, illness, etc.) During this period all messages for this Physician/Provider/Clinic/HA are undelivered.

Information Sharing Agreement

Overview Of CDX System Access And Roles

Access: CDX Distribution System Support Team

As a summary, the only purpose to access information in the CDX distribution system is to investigate issues and/or re-send information if necessary. In the majority of instances issue resolution can occur by reviewing the “wrapper/envelope” information, without accessing the patient demographic and/or clinical information within. The CDX Support Team is comprised of a few individuals who may participate in the resolution of issues that may arise in the distribution of messages in the CDX Distribution System. However, the primary responsibility of issue resolution lies with the CDX Business Analyst, who only escalates to and/or includes other support team members if absolutely necessary.

CDX Support Team Roles:

Interior Health

- CDX Business Analyst
- Application Development Group
- Network Systems Analyst
- Database Administrator Analyst

Northern Health

- Senior Systems Analyst
- Clinical Application Support Analyst

Overview Of CDX System Data Storage And Purging Timelines

EMR to EMR Messages Storage and Purging

For successfully **delivered** information, the retention/storage time is **30 days**.

For **undelivered** information, the retention/storage time is **90 days**.

- A. Undelivered information is that which has been received into the CDX distribution system, but was not successfully retrieved by or delivered to the intended recipient EMR system,
- B. For undelivered information, a **notification** is sent to the intended recipient EMR and to the CDX Support Team (prior to the message being purged) for investigation.

For **invalid** information, the retention/storage time is **7 days**.

- A. Invalid information is that which does not pass technical format rules when validated upon receipt into the CDX system,
- B. For invalid information, a **notification** is sent to the sending EMR and to the CDX Support Team for investigation.

Health Authority to EMR Messages Storage and Purging

For successfully **delivered** information, the retention/storage time is **180 days**.

For **undelivered** information, the retention/storage time is **180 days**.

- A. Undelivered information is that which has been received into the CDX distribution system, but was not successfully retrieved by or delivered to the intended recipient EMR system,
- B. For undelivered information, the messages will be available until 180 days, at which point they will be permanently deleted/purged.

For **invalid** information, the retention/storage time is **180 days**.

- A. Invalid information is that which does not pass technical format rules when validated upon receipt into the CDX system,
- B. For invalid information, a **notification** is sent (prior to the message being purged) to the sending Health Authority and to the CDX Support Team for investigation.