

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature affixed hereto (the "Execution Date"),

BETWEEN:

Institute for Improved Health Outcomes,
of 316, 400 Crowfoot Cres NW
Calgary, Alberta T3G 5H6
(referred to as the "Affiliate")

-and-

Print Name: _____
a custodian of health information in the Province of Alberta
(referred to as the "Custodian").

BACKGROUND:

- 1) The Affiliate is a Not-For-Profit Corporation incorporated in accordance with the laws of the Province of Alberta established in 2004 to be a leading agent for continuous improvement in health care for Albertans.
- 2) The Custodian is a Health Care Services Provider as defined in the *Health Information Act* of Alberta ("HIA") and authorized to collect, use, and disclose Health Information for the purposes described in the HIA.
- 3) The Custodian wishes to use the services of the Affiliate, and the Affiliate wishes to provide services to the Custodian.
- 4) This Agreement sets out the terms and conditions that govern the Parties throughout their Affiliation.

IN CONSIDERATION OF the premises and of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1.0 Definitions

1.1 In this Agreement:

- (a) “Data” means any patient health information and includes Data generated as a result of the provision of health services to an individual, irrespective of whether those services are fully or partially paid for by Alberta Health in accordance with the provisions of the *Alberta Health Care Insurance Act*.
- (b) “Health Information Act” or “HIA” means the *Health Information Act*, R.S.A, 2000, H-5 as may be amended from time to time and any regulations made thereunder.
- (c) “OIPC” means the Office of the Information and Privacy Commissioner of Alberta.
- (d) “Other Applicable Privacy Legislation” means Alberta’s Personal Information Protection Act (“PIPA”) or Freedom of Information and Protection of Privacy Act (“FOIPPA”) or the Federal Personal Information and Protection of Electronic Data Act (“PIPEDA”).
- (e) “Party” or “Parties” means any or all of the parties to this Agreement, as the context requires.
- (f) “Research” means academic, applied or scientific health-related research that necessitates the use of individually identifying diagnostic, treatment, and care information or individually identifying registration information, or both.

2.0 Support Services

2.1 The Affiliate will provide to the Custodian the services defined in Schedule A to this Agreement.

2.2 By placing a check mark beside the relevant clinical area(s) below, the Custodian authorizes the Affiliate to acquire Data from the indicated clinical area(s) needed to deliver the services defined in Schedule A. Furthermore, the Custodian agrees to provide such Data to the Affiliate.

CLINICAL AREA	SELECT (✓)
(a) Hip and Knee Replacement	_____
(b) Back and Spine	_____
(c) Foot and Ankle	_____
(d) Soft Tissue Knee	_____
(e) Hip Fracture	_____
(f) Shoulder	_____
(g) Conservative Osteoarthritis	_____
(h) Hand and Wrist	_____
(i) Other, specify:	_____

- 2.3 By placing a check mark beside the relevant optional support service(s) below, the Custodian subscribes to the indicated optional support service(s) and authorizes the Affiliate to collect, use, and disclose the Data described in Schedule A. Furthermore, the Custodian agrees to provide such Data to the Affiliate.

Support Services

SELECT (✓)

(a) FAST Data Brokerage Services

3.0 Compliance with Laws of Alberta

- 3.1 The terms and conditions of this Agreement shall be subject to and construed pursuant to the laws of the Province of Alberta and, specifically, the HIA and Other Applicable Privacy Legislation.

- 3.2 The Parties agree that they are aware of and will comply with the laws of Alberta, including, without limitation, the HIA and Other Applicable Privacy Legislation, and that this obligation shall survive the termination of this agreement.

4.0 Relationship Between the Parties

- 4.1 The relationship of the Parties pursuant to the terms of this agreement is solely that of Affiliate to Custodian.

5.0 Restrictions on Data Use and Disclosure

- 5.1 The Affiliate shall perform the services defined in Schedule A of this Agreement with the authorization and knowledge of the Custodian. The use of the Data by the Affiliate will be limited to the services described in this Agreement, particulars of which are set out below.

- (a) The Affiliate shall implement and maintain safeguards for the security and protection of the Custodian's Data consistent with section 60 of the HIA or Other Applicable Privacy Legislation and shall protect the Data against risks such as unauthorized use, disclosure, destruction, and alteration.
- (b) The Affiliate shall permit the Custodian, acting reasonably, to monitor its compliance with the established security standards and the terms and conditions of this Agreement.
- (c) The Affiliate shall comply with any policies brought to its attention by the Custodian relating to the collection, use, and disclosure of the Data provided by the Custodian to the Affiliate pursuant to this Agreement.

- (d) The Affiliate shall ensure that its employees, agents, consultants, and any other individual for whom it is otherwise in law responsible, comply with the terms of this Agreement and any policies identified under section (c).
 - (e) The obligations of the Affiliate under this section (5.0) shall survive any termination of this Agreement.
 - (f) The Affiliate shall indemnify and hold harmless the Custodian from any damages, losses, costs or other penalties incurred by the Custodian as a consequence of The Affiliate exposing the Data to unauthorized use, disclosure, destruction or alteration.
- 5.2 The Custodian authorizes the Affiliate to link data obtained from the Custodian with the data of other Custodians when the Affiliate is acting as an Affiliate of, and has the approval of, the other Custodian (as these terms are defined in the Health Information Act). In this situation, the Affiliate may use the linked data only for the purpose of carrying out the Support services specified Schedule A.
- 5.3 The Affiliate shall submit a Privacy Impact Assessment (PIA) to the OIPC for the collection, use, and disclosure of identifiable health information in this initiative and will submit periodic updates to the PIA, as required. The Affiliate will take reasonable efforts to ensure that all procedures and risk mitigation strategies described in the PIA are followed.
- 5.4 Before disclosing or using any identifiable Data for any purpose other than as specified in Schedule A:
 - (a) The Affiliate shall receive the Custodian's express consent in writing and follow any processes or procedures mandated by the Custodian.
 - (b) The Affiliate shall ensure that express approval is received from the appropriate Research Ethics Board (REB) pursuant to the standard processes and in accordance with Part 4, Division 3 of the HIA before using identifiable Data in any Research, and any such use shall be subject to the conditions or limitations imposed by the Custodian in accordance with Part 9, Section 54 of the HIA.
 - (c) Notwithstanding 5.4, for the avoidance of doubt and pursuant to section 32 of the HIA, non-identifying health information that meets the Privacy Standard set by Alberta Health Services for Non-Identifying Health Information (IPO-2013-0004 or as may be amended from time to time) may be disclosed for any purpose.
- 5.5 The Affiliate shall maintain and deliver to the Custodian on an annual basis a disclosure log describing any release of identifying information.
- 6.0 Control of Information
 - 6.1 The Parties acknowledge that for the purposes of the HIA or Other Applicable Privacy Legislation, the Data remains in the custody of the Custodian.

- (a) Any request from a third party to the Affiliate for identifiable Data shall immediately be referred to the Custodian.
- (b) Upon written request, the Affiliate will provide to the Custodian within 30 working days:
 - (i) a copy of any Data under the control of the Custodian pertaining to this Agreement, and
 - (ii) copies of any other Data generated as a result of the Affiliate's analysis, review, organization, or evaluations of the Custodian's Data.

7.0 Costs of Data Collection

- 7.1 Any costs associated with data collection, extraction, assembly, or transmission by the Custodian to the Affiliate are addressed in separate agreements between Alberta Health Services (or other contracting party) and the Custodian.
- 7.2 Any costs of data analysis and dissemination of reports shall be the sole responsibility of the Affiliate.
- 7.3 The Parties agree to collaborate and establish reasonable processes and procedures to facilitate the provisioning of Data from the Custodian to the Affiliate.

8.0 Breaches

- 8.1 Upon becoming aware of a breach of any term or condition of this agreement, the Affiliate shall notify the Custodian and take reasonable steps to remedy the breach within twenty-four (24) hours.
- 8.2 Failure of the Affiliate to take reasonable steps to remedy such breach within 30 days from the discovery of the breach shall entitle the Custodian to immediately terminate this Agreement.

9.0 Termination

- 9.1 This Agreement will automatically terminate upon the happening of the following events:
 - (a) The death of the Custodian;
 - (b) The winding up, bankruptcy, or dissolution of the Affiliate; or
 - (c) The Custodian ceasing to practice medicine in the Province of Alberta, whether through geographic relocation, retirement, or loss of licensure.
- 9.2 This Agreement may be terminated without cause on ninety (90) days written notice by either the Affiliate or the Custodian.
- 9.3 This Agreement may be terminated immediately by either Party for cause.

9.4 Subject to Section 9.5 of this Agreement, the Affiliate shall be under no obligation to provide services to the Custodian following termination of this Agreement.

9.5 Upon termination of this Agreement, and at the written request of the Custodian, the Affiliate shall, within five (5) working days:

- (a) De-identify and render anonymous the Custodian's individually identifying Data held in the Affiliate's data repository that were created during the term of this Agreement.
 - (i) Copies of Data included in historical analyses, data extractions, or data backups may be preserved for report and analysis validation or archiving purposes only.
 - (ii) Data must be de-identified by the Affiliate such that it cannot be used to re-identify any specific individual or the Custodian.
 - (iii) The Affiliate shall not attempt to reverse engineer, decrypt, or otherwise transform de-identified information into individually identifying information.
- (b) Destroy all Data provided by the Custodian with the exception of de-identified Data and archived Data in backups and snapshots as described in 9.5(a)(i).
- (c) Discontinue the use and disclosure of information generated from the Data provided by the Custodian and collected under the terms of this Agreement.
- (d) Notify the Custodian in writing confirming the Affiliate's compliance with section 9.5.

9.6 Notwithstanding section 9.5, the Affiliate is entitled to preserve individually identifying Data supplied to it by the Custodian during the term of this Agreement following termination of this Agreement, provided that the Data in question falls under the co-custodianship of a Party with whom the Affiliate is similarly contracted.

10.0 Amendments and Additions

10.1 This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Custodian and the Affiliate regarding the provision of services described in Schedule A.

10.2 This Agreement shall not be modified, amended or in any way varied or changed except by unanimous agreement of the Parties.

10.3 Any substantive changes to the composition of the Data, the information technology systems operated by either Party, or procedures for access to the Data shall be documented in writing by the responsible Party and communicated to the other Party at least thirty (30) days prior to any such change taking effect.

11.0 Dispute Resolution

11.1 Any disputes arising in relation to the application or interpretation of this Agreement shall be dealt with as follows:

- (a) The Parties shall attempt to resolve the dispute amongst themselves, acting reasonably.
- (b) Failing informal resolution, the Parties shall refer the dispute to a sole arbitrator appointed in accordance with the provisions of the Alberta Arbitration Act, who shall determine the dispute in accordance with the provisions of that Act.

12.0 Severability

12.1 Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

13.0 Notice

13.1 Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below, or such other address as may be specified by such Party in writing in accordance with section 13.1.

- (a) To the Custodian:

Mailing Address: _____

Phone: _____

Fax: _____

E-Mail: _____

- (b) To the Affiliate:

Institute for Improved Health Outcomes
316, 400 Crowfoot Cres NW
Calgary, AB T3G 5H6
Phone: (403) 670-0886
E-Mail: info@iiho.ca

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date of the last signature affixed below.

Custodian:

Name (print): _____

Signature: _____

Date: _____

Preferred Method to Receive Reports (pick one):

- ☐ Attached to unencrypted e-mail (default)
- ☐ Attached to encrypted e-mail (password required)
- ☐ E-mail notice to download from website (password required)

Preferred E-Mail Address (print clearly):

Connect Care Provider ID (if available): _____
(used for linking to AHS data sets, e.g. DAD, NACRS)

Institute for Improved Health Outcomes:

Name (print): Christopher Smith _____

Title (print): Director of Technical Operations _____

Signature: _____

Date: _____

A. Quality Assurance & Quality Improvement Services

The goal of the Institute for Improved Health Outcomes (IIHO) is a sustainable system of patient-centred health care delivery that is based on evidence and efficiently provides the best quality of care to all Albertans. IIHO, working as an Affiliate to multiple Custodians, operates a health data repository that supplied vital information to inform on clinical best practices, continuous quality improvement, and service delivery planning.

Data Use

The Affiliate will use individually identifying data collected routinely in the care of patients to provide the Custodian with:

- Confidential continuous quality improvement reports informing Custodians of their individual outcomes, comparing their performance relative to standards and benchmarks in provincial care paths, and aggregated provincial results.
- Non-identifying information on variances from standardized practices in care delivery.
- Non-identifying information to guide improvements to care delivery.
- Assessment of new devices and practices.
- Risk-adjusted analyses, which will provide individual Custodians with balanced comparisons of results relative to their provincial peer group(s) by accounting for patient characteristics and disease severity and acuity.

Custodians will be able to see the distribution of their own information but will not be able to identify the distribution of information from other Custodians.

Disclosure

The Affiliate will periodically disclose (monthly, quarterly, or annually, as per the specific needs of the associated initiative) aggregated and non-individually identifying reports to collaborating custodians, such as Alberta Health Services or other physician Custodians. Reports will be sufficiently aggregated to prevent identification of individual patients or providers. These reports may include:

- Non-individually identifying activity reports describing procedures, volumes, current practices, and emerging trends and patterns. Activity reports will be aggregated to a site, zone or region, and provincial level.
- Key performance indicator reports that evaluate select clinical and operational outcomes against established benchmarks and goals.
- Program and project evaluations that assess whether programs or projects achieve identified goals and objectives.
- Demand forecasts that project future capacity needs.
- Other reports to guide improvements in clinical or operational areas.

The Affiliate will ensure that reports will be sufficiently aggregated or de-identified to prevent identification of patients and providers. In cases where sufficient aggregation is not possible, the Affiliate will seek the approval of the Custodian prior to disclosure.

Data Security

Analysts at the Affiliate will have access only to minimum level of identified Data required to perform their duties. Scanning technicians at the Affiliate may have access to paper forms with identified patient Data in order to properly digitize and validate the Data. Once paper-based Data is digitized, or electronic Data is entered into the data repository, access to the identified Data is restricted and available at the minimum level required to perform the individual's duties.

A copy of the health data repository Privacy Impact Assessment is available upon request.

B. FAST Data Brokerage Services (OPTIONAL)

The Facilitated Access to Specialized Treatment program (FAST) compiles wait times information for specialist referrals. If the Custodian has subscribed in Section 2.3 to the FAST Data Brokerage Services, the Affiliate will, on behalf of the Custodian, prepare and submit a monthly data file to FAST with the relevant patient information and time stamps.

Data Use

The Affiliate will use data collected from the Custodian's electronic medical record system to assemble a data file that contains the outstanding and completed referrals to the Custodian for all relevant patients.

The data file will comply with the data dictionary provided by FAST. The Affiliate shall maintain the assembly of the data file to incorporate any revisions to the data dictionary in a timely manner. Any changes to the data dictionary will be communicated to the Custodian at least 30 days prior to implementation. The data elements included are listed in the table below.

Table 1. Data Elements Submitted to FAST Program

Component	Data Elements
Patient Demographics	First and last name, date of birth, sex, provincial health number & issuing authority, postal code
Referral	Referring provider, reason for referral, primary condition, affected body part, referral priority, referral status, date referral sent & received
Appointment	Initial screening visit date, screening outcome, specialist consult visit date, consult outcome/decision, consult status
Request for Service	Decision date, service status
Date/Time Stamps	T1: Referral sent by referring provider T2: Referral received T3: Referral accepted T4: Physician consult booked T5: Physician consult attended T6: Decision for service/surgery T8: Request for service submitted, T9: Service/surgery occurred

Disclosure

The Affiliate will submit the monthly data file to FAST according to the submission schedule identified by FAST. The Affiliate will ensure that the transmission of the data file abides by the privacy and encryption standards specified by FAST.

Upon request, the Affiliate will provide the Custodian with a copy of the submitted data file for audit and/or archiving purposes.