

Information Sharing Agreement (“ISA”)

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Background

In 2019, a group of healthcare providers in the North York Toronto area came together to form a broad collaboration designed to increase integration, strengthen local health care services and make it easier for patients to navigate the system and transition between providers. The group, known as the North York Toronto Health Partners (“NYTHP”) included 21 Stewardship Council Members, 30 Alliance Members, and over 130 primary care physicians who together, represented services from across the continuum of care.

On October 2, 2019, the Stewardship Council Members of NYTHP entered into a Memorandum of Understanding (“**MOU**”) to, among other things, define the mechanisms of how the group will work together, guided by common principles and values, with the goal of enabling NYTHP to become an Ontario Health Team.

On December 2, 2019, the Minister of Health designated NYTHP as an Ontario Health Team (“OHT”) under the *Connecting Care Act, 2019*.

In February 2020, NYTHP members deepened their relationship through a Symposium and recalibration exercise to reaffirm and evolve their commitment to shared purpose, distributed leadership, and collaborative governance of the OHT.

Pursuant to the NYTHP shared purpose, NYTHP members will share Patient information, as reasonably necessary and in compliance with the law, for the provision of high-quality integrated health care and support services (the “Purpose”).

The Stewardship Council Members have agreed to enter into this Information Sharing Agreement (“ISA”) in respect of the sharing of Personal Health Information and to provide for the privacy, security and safe keeping of such information in accordance with Applicable Law.

The NYTHP Patient & Caregiver Health Council and the NYTHP Primary Care Network, being neither a Health Information Custodian nor Agent, are parties to this ISA only for the limited purpose of recognizing their involvement with its creation and as members of the Stewardship Council. Where the terms “party” or “NYTHP member” are used in this ISA, the NYTHP Patient & Caregiver Health Council and the NYTHP Primary Care Network are expressly not intended to be referenced or included, unless otherwise specifically stated. For greater certainty, the NYTHP Patient & Caregiver Health Council and the NYTHP Primary Care Network are not bound by any of the obligations herein, except that the NYTHP Primary Care Network shall engage in the limited role specified under the heading “Primary Care Network”.

This ISA sets out the terms and conditions under which NYTHP members will permit access to their systems, as applicable, and share information for the Purpose, along with their mutual rights and obligations regarding that information sharing.

The obligations related to privacy, security and confidentiality in this ISA are also intended to apply to alliance members, primary care providers and new Stewardship Council members of the NYTHP who shall agree to be bound by the terms of this ISA, through entering into an Adhesion Agreement, prior to any such information sharing.

Stewardship Council Members

The current NYTHP Stewardship Council Members, each signatories to this ISA, are:

- Addiction Services Central Ontario
- Advent Health Care Corporation
- Alzheimer Society Toronto
- Baycrest
- Bayshore HealthCare

- Better Living, Health and Community Services
- Better Living at Thompson House
- Bernard Betel Centre
- Canadian Mental Health Network Toronto
- Carefirst
- Circle of Care Sinai Health System
- Cota
- Flemingdon Health Centre
- Ontario Health atHome – Central
- North York Community House
- North York Family Health Team
- North York General Hospital
- NYTHP Patient & Caregiver Health Council
- NYTHP Primary Care Network
- SE Health
- University of Toronto Department of Family & Community Medicine
- VHA Home HealthCare
- Yee Hong Centre

Definitions

“Adhesion Agreement” means the agreement to be signed by any new Stewardship Council member, any alliance member, any primary care physician, or any other member of NYTHP that provides for the agreement of such NYTHP member or affiliate to be bound by the terms and conditions of this ISA as if they were a signatory to this ISA. A template copy of the Adhesion Agreement to be signed is included at Schedule “A”.

“Agent” means an agent of a Health Information Custodian, as defined in PHIPA.

“Alliance Member” means entities and organizations who are participating as collaborators in the NYTHP and who have signed the necessary Alliance Agreement.

“Applicable Law” means the legislation of the province of Ontario and Canadian legislation applicable therein that is applicable to the parties in respect of their obligations under this ISA, which may include but is not limited to PHIPA, the Public Hospitals Act, the Mental Health Act, the Long Term Care Homes Act, the Freedom of Information and Protection of Privacy Act, the Local Health System Integration Act, the Personal Information Protection and Electronic Documents Act, the Privacy Act, and the respective regulations thereunder, as amended from time to time.

“Authorized User” means an employee, contractor, agent, or third party representative of an NYTHP Stewardship Council Member, Alliance Member or other party to this ISA permitted by that Stewardship Council Member, Alliance Member or party to access, share, use and disclose Personal Health Information of a Patient or Patients as reasonably required for purposes of providing health care and/or support services or assisting in the provision of health care and/or support services to that Patient or Patients, subject to the strict terms, conditions and restrictions imposed by that Stewardship Council Member, Alliance Member, or party on the Authorized User that are at least as protective as those in this ISA and are subject to the requirements of PHIPA.

“Breach Protocol” means the policies, procedures, and incident management processes that each party undertakes to respond to a Privacy/Security Breach.

“Circle of Care” means, in respect of a Patient, the Health Information Custodians and Agents who provide health care and related services to the Patient and may assume the Patient’s implied consent under PHIPA to the collection, use and disclosure of the Patient’s Personal Health Information for purposes of providing health care or assisting in the provision of health care, subject to the requirements of PHIPA.

“Commissioner” means the Information and Privacy Commissioner appointed under the Freedom of Information and Protection of Privacy Act.

“Stewardship Council Member” means each of the NYTHP members listed above under the heading ‘Stewardship Council Member’ who signed the MOU, the OHT application and any additional entities/organizations that subsequently become Stewardship Council Members, as permitted.

“Stewardship Council” means the leadership table of the NYTHP, consisting of a representative from each of the Stewardship Council Members along with Patient Representatives and Primary Care Representatives, which together are responsible for the management and oversight of the NYTHP.

“Health Information Custodian” or **“HIC”** has the meaning so ascribed by PHIPA.

“NYTHP” means the North York Toronto Health Partners which was designated as an Ontario Health Team by the Ontario Minister of Health under the Connecting Care Act, 2019.

“NYTHP Member” means a Stewardship Council Member and an Alliance Member of the NYTHP and includes the NYTHP Primary Care Network and the NYTHP Patient and Caregiver Health Council, together **“NYTHP Members”**.

“NYTHP Patient & Caregiver Health Council” or **“PCHC”**) means the group of patients, families and caregivers formed to represent the interests of the patient and to provide the patient voice to the NYTHP through the appointment of representative(s) at the Stewardship Council.

“Originating Party” means, in relation to PHI of a Patient that is disclosed by one party to another party, the NYTHP Stewardship Council Member, Alliance Member, or other participant in the Circle of Care from whose information system the PHI of the Patient originated before it was disclosed to a party.

“Patient” means an individual to whom health care and related services are provided by the NYTHP or any of its Stewardship Council Members, Alliance Members, or parties to this Agreement acting by or on behalf of or in Network with the NYTHP and, for greater certainty, includes an individual who may be referred to by them, or any of them, as a client, a resident or member of the population served by them.

“Personal Health Information” or **“PHI”** has the meaning so ascribed by PHIPA.

“Personal Information” or **“PI”** means information about an identifiable individual.

“PHIPA” means the *Personal Health Information and Protection Act, 2004*, S.O. 2004, c. 3, Sched A, as amended from time to time.

“Primary Care Network” means the group of primary care physicians and other primary care clinicians formed to represent the interests of the primary care sector to the NYTHP through the appointment of representative(s) at the Stewardship Council.

"Privacy/Security Breach" means an unauthorized accessing, use, sharing, disclosure, or modification of PHI, whether inadvertent or intentional and, for greater certainty, includes the inadvertent or unintentional loss of PHI.

“Receiving Party” means, in relation to PHI of a Patient disclosed by one party to another party, the NYTHP Member to which the PHI is disclosed by another party or participant in the Circle of Care.

“Substitute Decision Maker” means a person who is authorized by Applicable Law to make health care decisions on behalf of a Patient.

The terms "collect", "disclose", "use", "health care", "information practices" and "record" have the respective meanings so ascribed to them by PHIPA.

Interpretation

In this ISA, the use of the singular shall include the plural and vice versa; the use of gender shall include all genders; the word "person" shall include an individual and any entity; and the word "including" or any variation thereof means including, without limitation.

The headings in this ISA are for convenience only and are not to be used to interpret the agreement.

The terms of the MOU and Collective Impact Agreement are hereby incorporated into this ISA, to the extent applicable. Capitalized terms used in this ISA that are not defined herein have the meanings ascribed to them in the MOU.

Management and Coordination

Subject to the approval of the Stewardship Council, the NYTHP or its designee shall design and implement the governance structure for managing, operating, administering, and overseeing the privacy, security and confidentiality of PHI collected, received, maintained, or used by or on behalf of or in Network with the NYTHP including, for greater certainty, PHI that is shared by the parties under the terms of this ISA. The NYTHP and its designee shall at all times be governed by any NYTHP Terms of Reference applicable to such matters, to be established and approved by the Stewardship Council from time to time.

The NYTHP or its designee shall ensure that any new Stewardship Council Member, Alliance Member, or participant of the NYTHP which may require access to PHI shall first become a party to and bound by this ISA by entering into an Adhesion Agreement. The Adhesion Agreement signed by them shall be effective prior to any data sharing and/or access to PHI of Patients being provided to them.

From time to time, the NYTHP may adopt or develop privacy and security policies, procedures and safeguards for the NYTHP that shall meet, at a minimum, the standards set forth below under the heading 'Privacy Compliance'. Each party agrees to take steps to strictly adhere to any such NYTHP policies, procedures and safeguards, once developed.

Primary Care Network

The NYTHP Primary Care Network ("Network"), as a member of the NYTHP Stewardship Council, represents the interests of primary care clinicians who are involved in the Network and engaged with NYTHP. As such, the Network, through its representatives, shall:

- (a) make the contents of this ISA available to the members of the Network;
- (b) act as a liaison and coordinator between the NYTHP and the Network members, communicating policies and developments under this ISA and helping to resolve complaints, concerns and disputes arising between the parties, the NYTHP and the Network members; and
- (c) help to coordinate and facilitate the signing of Adhesion Agreements by the Network Members so that they can participate meaningfully in the NYTHP.

Network members (primary care clinicians) may participate in this ISA by signing an Adhesion Agreement in the form of Schedule "A". Any such Adhesion Agreement shall be submitted to the NYTHP through the Network, which will confirm that any Network member signing the Adhesion Agreement is a member of the Network in good standing. In the event such a party ceases to be a member of the Network, the representative of the Network appointed to the Stewardship Council shall advise NYTHP accordingly.

The sole obligations of the Network in respect of this ISA are those identified expressly in this section.

Privacy Compliance

Each party to this ISA represents and warrants that it is either a HIC or an Agent of a HIC with equal obligations under PHIPA and acknowledges and agrees that:

- a) it is subject to Applicable Law and it will comply with Applicable Law;
- b) it is responsible for ensuring the integrity, security, and good working order of its own infrastructure, hardware and software systems and it will maintain and operate its infrastructure and systems in compliance with generally accepted industry standards, including encryption and other security standards, to ensure the performance of its commitments and obligations under this ISA;
- c) it will permit its Authorized Users to access, use and disclose the PHI of Patients that is shared with it by another party solely in their role as HIC or Agent of a HIC and for the purpose of or relating to the provision of health care and/or support services or assistance in the provision of health care and/or support services to Patients;
- d) it shall ensure that its Authorized Users are aware of and comply with the terms and conditions of this ISA;
- e) making PHI available to another party to this ISA constitutes the disclosure of PHI

- pursuant to PHIPA;
- f) receiving PHI from another party to this ISA constitutes the collection of PHI pursuant to PHIPA;
- g) in collecting PHI of a Patient from the Patient, the Patient's Substitute Decision Maker, or another party to this Agreement, and using and disclosing such PHI in accordance with the terms of this ISA, it has a reasonable basis on which to assume that it has the consent of the Patient or the Patient's Substitute Decision Maker to such collection, use and disclosure of the PHI;
- h) it will not collect PHI, nor use or disclose the PHI so collected, if and to the extent that it is aware that the individual to whom the PHI relates has expressly withheld or withdrawn consent to such collection, use or disclosure, unless permitted or required by Applicable Law; and
- i) it has the authority under PHIPA to collect, use and disclose Patient PHI for the purposes of carrying out certain management, operational and reporting responsibilities, including but not limited to,
 - (i) to improve or maintain the quality of care provided to an individual to whom both the disclosing custodian and the receiving custodian have provided care or assisted in the provision of care and the disclosure is for the purpose of activities to improve or maintain the quality of care provided to the individual or to individuals provided similar health care; and
 - (ii) for research conducted in accordance with PHIPA following approval by a duly authorized Research Ethics Board or Authorized Board of Review.

Secure Information Management Practices

Policies and Procedures

Each NYTHP member shall maintain privacy, security, and information management policies and procedures that meet generally accepted industry standards and that prescribe practices that are in accordance with Applicable Law, to ensure that all NYTHP members meet the minimal privacy and security requirements. Such policies and procedures shall include:

- a) practices prescribed for the lawful collection, use, disclosure, retention and disposal of PHI;
- b) practices to prevent any unauthorized persons from collecting, using, disclosing, modifying, disposing, copying, stealing, or otherwise committing any act that could result in the breach or compromise of the confidentiality, integrity, structure, format or content of PHI;
- c) practices and procedures to address privacy/security breaches; and
- d) practices for the operation and maintenance of systems to monitor and enforce compliance with its own information management practices.

Each NYTHP member shall make its policies and procedures available for inspection by the NYTHP or its designee, upon reasonable request.

Safeguards

Each NYTHP member acknowledges the confidential nature of PHI and undertakes and agrees to protect its privacy, confidentiality, and security in accordance with Applicable Law and, to meet this obligation, to use reasonable physical, technical, and administrative safeguards that are in accordance with generally accepted industry standards, including:

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

No NYTHP member or its Authorized User shall store any PHI, including PHI received under this ISA, on any mobile device unless encrypted and protected by password controls in accordance with generally accepted industry standards and Applicable Law.

Training

Each NYTHP member shall provide annual privacy compliance and security training to its Authorized Users and each of its Authorized Users shall annually sign a confidentiality agreement or otherwise be bound by provisions prohibiting unauthorized access, use, copying, modification or disclosure of PHI and sanctions for contravention up to and including termination of employment or retainer.

Accuracy and Completeness

Each NYTHP member shall take all reasonable steps to ensure the accuracy and completeness of any PHI collected, used or disclosed under this ISA.

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

Consent

Each NYTHP member shall take appropriate steps, in compliance with PHIPA, to ensure that proper consent to share PHI is obtained from Patients or their Substitute Decision Makers. This includes ensuring that Patients are knowledgeable about the purposes of the collection, use and disclosure of their PHI and that they may give or withhold their consent to the sharing of PHI.

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

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

Retention Period

Each party shall retain their records of PHI in accordance with Applicable Law and, in any event, as long as necessary to allow a Patient to exhaust his/her/their access rights under PHIPA.

Privacy and Security Officers

Each party shall designate a member(s) of their management team to be the individual(s) responsible for privacy and security compliance within the organization pursuant to all Applicable Law and in accordance with the provisions of this ISA. Each party shall provide the NYTHP or its designee with the name and contact information of that designated person.

Custodians and Control

Originating Party

If and to the extent that a NYTHP member collects and retains PHI directly from a Patient, the Patient's Substitute Decision Maker, or another person acting on behalf of the Patient, that party shall be an Originating Party in respect of that PHI, shall be deemed to have custody and control of such PHI for the purposes of PHIPA, and shall be subject to the requirements of PHIPA regarding that PHI.

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

It is also acknowledged and agreed by the parties that, in respect of the collection and retention of PHI of a Patient by or on behalf of and in the name of the NYTHP, the NYTHP may be or be deemed to be an Originating Party in respect of the PHI. No PHI of a Patient shall be collected directly from a Patient, the Patient's Substitute Decision Maker, or another person acting on behalf of the Patient by or on behalf of and in the name of the NYTHP without the prior express approval of the Stewardship Council and without the Stewardship Council having first implemented NYTHP policies, procedures and safeguards that meet the standards set forth in the ISA, as if the NYTHP were a party. Such policies and procedures may include, without limitation, the creation of a NYTHP Privacy Office, the appointment of a NYTHP Privacy and Security Officer, and terms of reference for each.

Corrections to the Health Record

If an Originating Party becomes aware of an error in the PHI of a Patient, it shall, as soon as is reasonably practicable, make the correction in accordance with PHIPA and professional record keeping standards and provide notification to the other parties so that they will have the corrected PHI and may update any of their records accordingly.

No Receiving Party that is not an Originating Party in respect of PHI of a Patient shall have the authority, on receipt of notification from the Patient of an error in the PHI, to make any correction to that PHI without the Originating Party of the PHI first being notified that the PHI contains an error, to afford the Originating Party the opportunity to correct the PHI in the Patient's original health record and notify the other parties of the correction, in accordance with PHIPA and this ISA. The Receiving Party shall advise

the Patient who requests the correction that the Originating Party must be notified of the error and that correction must first be made to the Patient's original health record in the custody of the Originating Party. All Patient requests for correction shall be directed back to the Originating Party within a reasonable time frame, to be responded to by the Originating Party in accordance with the provisions of PHIPA.

Access and Control

Each party shall limit access to PHI to only those Authorized Users who require it for the purposes for which the PHI was collected.

No party shall collect, access, use, modify, copy, reproduce, destroy, disclose or otherwise disseminate to any third party who is not a party to the ISA any Patient PHI except for purposes of providing health care or assisting in the provision of health care to the Patient and with the consent of the Patient or otherwise as permitted or required by Applicable Law.

No party shall collect, access, use, modify, copy, reproduce, destroy, disclose or otherwise disseminate any PHI obtained pursuant to this ISA except for purposes of providing health care or assisting in the provision of health care to the Patient, or as otherwise expressly contemplated herein, or as required or permitted by Applicable Law.

Breach Protocol

If any party becomes aware that PHI it has collected in relation to a Patient may be subject to a Privacy/Security Breach, that party must report the Privacy/Security Breach to the NYTHP or its designee at the first reasonable opportunity and no later than forty eight (48) hours after the party first becomes aware that such incident may have occurred.

Each of the parties affected by the Privacy/Security Breach shall deal with such incident in accordance with its "Breach Protocol" (as defined herein) and shall keep the NYTHP informed of all steps taken to remedy any default and to prevent any recurrence.

At the discretion of the NYTHP, the Stewardship Council may elect to manage the breach response process for the Privacy/Security Breach or delegate the management of the breach response process to a designee approved by the Stewardship Council.

Each party's Breach Protocol must include, without limitation, policies, and procedures for the following:

- a) containing the breach;
- b) reporting the breach to the NYTHP and the parties;
- c) investigating and documenting the investigation of the breach;
- d) preserving the evidence of and all records relating to the breach;
- e) analyzing the risks and causes of the breach;
- f) notifying and reporting to affected individuals and organizations, and the Commissioner, as necessary;

- g) reviewing investigation findings and developing prevention strategies and protocols;
- h) implementing prevention strategies and protocols; and
- i) monitoring compliance with prevention strategies and protocols.

Subject to Privacy/Security Breaches disclosed by a party pursuant to this ISA, each party shall certify annually to the NYTHP its compliance with the terms of this Agreement by delivering to the NYTHP a compliance certificate in form acceptable to the NYTHP, duly signed by the chief privacy officer of the party.

Access Requests and Complaints

Each party is responsible for responding, in accordance with PHIPA, to any access requests or complaints received by it in relation to Patient PHI that is in its custody and control. Each party shall notify the NYTHP or its designee of all significant complaints it receives in relation to Patient PHI, for example, those that may affect another party to this ISA.

If any party receives a request for access to PHI that is hosted within an Originating Party's system, it shall direct the request to the Originating Party for response in accordance with the provisions of PHIPA.

If a party is required by Applicable Law to disclose a Patient's PHI, in advance of any such disclosure that party shall, if reasonably practicable, notify the NYTHP or its designee of the disclosure requirement and the NYTHP or its designee will notify the affected parties so they may consult with each other as to the contents and timing of such disclosure prior to the disclosure being made. If such consultation prior to disclosure is not reasonably practicable and Patient PHI is disclosed as required by Applicable Law, the party making the disclosure shall notify the NYTHP or its designee at the first reasonable opportunity of the extent of disclosure made and shall provide copies of any records disclosed on request. The Stewardship Council shall advise affected parties of the disclosure made, as necessary.

The parties acknowledge and agree that certain parties to this ISA may be subject to the Freedom of Information and Protection of Privacy Act (Ontario) ("FIPPA") and that under FIPPA, all information subject to FIPPA that came into the custody or control of such parties after January 1, 2007, may be subject to disclosure. To the extent permitted or required under FIPPA, such parties will inform the NYTHP or its designee of any request made under FIPPA for confidential information, so the NYTHP may advise the other parties and provide them with an opportunity to make representations with respect to its disclosure, where applicable.

If any party receives a complaint from a Patient about the collection, use or disclosure of such Patient's PHI, such party shall forthwith:

- (d) forward the complaint to the Originating Party for response in accordance with the provisions of PHIPA if the complaint relates to the collection, use or disclosure of PHI by the Originating Party; and
- (e) if the party receiving the complaint reasonably believes that the complaint

may affect one or more other parties to this ISA, it will notify the NYTHP or its designee who will then consult with the affected parties and investigate the complaint. Any notification/response required for the Patient shall be done by the Originating Party, unless the Stewardship Council directs otherwise.

Terms & Termination

This ISA shall come into force and take effect from the Effective Date and shall remain in effect commensurate with the operation of the NYTHP and so long as any of the parties are sharing PHI in relation to the NYTHP (the “Term”) except that, in respect of a party, it may be earlier terminated in accordance with the terms below.

Any party may withdraw from this ISA upon providing not less than forty-five (45) days written notice to the Stewardship Council. The withdrawing party shall liaise with the Stewardship Council or its designee regarding its ongoing obligations arising from PHIPA in respect of any Patient PHI in the possession of the withdrawing party.

A party’s rights and obligations under this ISA may be terminated by the Stewardship Council, acting reasonably on behalf of the NYTHP, if the party’s membership or participation in the NYTHP is terminated in accordance with the terms of the MOU and Collective Impact Agreement.

Survival of Obligations

The terms and conditions of this ISA relating to privacy, confidentiality, liability, and indemnification shall survive the termination of this ISA or withdrawal by a party from this ISA and any PHI in the possession of a party under the terms of this ISA shall remain subject to such surviving terms and conditions of this ISA and Applicable Law.

Liability and Indemnification

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

Each party (each an “Indemnifying Party”) shall indemnify, defend and hold harmless each other party and its respective directors, officers, and employees (each an “Indemnitee”) from any and all Claims to the extent arising from or contributed to by Indemnifying Party’s acts, omissions, negligence or willful misconduct, including that of its directors, officers, employees, agents, and subcontractors.

An Indemnitee seeking indemnification hereunder shall promptly notify the NYTHP Stewardship Council, the Indemnifying Parties, and other potential Indemnitees of any Claim in respect of which the above

indemnity may apply, and of which the Indemnitee has knowledge, and the Indemnitees will co-operate reasonably with the Indemnifying Party in the defense of any such Claim.

No Claim will be settled or compromised by the Indemnifying Party without first consulting with the Indemnitee's legal representative(s), and provided that any such settlement or compromise cannot materially prejudice the Indemnitee without the Indemnitee's prior written consent.

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

Insurance

Each party shall maintain general comprehensive liability insurance and professional liability insurance, in the amount of at least five million dollars (\$5,000,000.00) CAD per occurrence or claim as applicable, in respect of all such party's obligations under this Agreement.

Each party shall hold insurance coverage for cybersecurity events such as unauthorized access and use, failure of security, breach of privacy and breach mitigation costs. If a party, after reasonable efforts, is unable to obtain insurance coverage for cybersecurity events, they shall notify the Stewardship Council, and no PHI shall be shared until the party's lack of insurance coverage for cybersecurity events is resolved in a manner satisfactory to the Stewardship Council. The Stewardship Council may approve alternative insurance for such party which is determined by the Stewardship Council to be appropriate and sufficient based on the nature of the party's participation in the NYTHP. An alternative minimum insurance requirement approved by the Stewardship Council may be temporary, until the party can obtain the above noted coverage, or for the duration of the party's involvement in the NYTHP. For clarity, the foregoing process shall not limit a party's liability under this Agreement.

In addition, each such party shall advise its insurer that, at times, it is also acting under the name of the NYTHP and ensure that its coverage shall continue to apply under the name of the NYTHP, where it is operating as such. Each party shall provide evidence of all such insurance requirements upon the request of Stewardship Council of the NYTHP.

General

Amendment

This ISA may only be amended in writing and with the approval of the Stewardship Council of the NYTHP. If a change in law or a directive from the Minister of Health or other governmental or public authority necessitates a change in the manner of performing this ISA, the Stewardship Council shall work cooperatively with the parties to amend this ISA to accommodate such change.

Assignment and Subcontracting

No party may assign its rights or obligations under this ISA without the prior written consent of the NYTHP. No party shall subcontract the performance of its obligations under this ISA without first obtaining the prior written consent of the Stewardship Council of NYTHP. Where consent to subcontracting is provided, the subcontractor shall be contractually bound by the subcontracting party to terms and conditions no less restrictive than those provided herein, and the subcontracting party shall remain responsible and liable to the other parties for the acts, omissions, negligence and willful misconduct of its subcontractor.

No Waiver

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

Severability

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

Notices

Where in this Agreement a party must provide any notice or other communication to the NYTHP, either to the Stewardship Council or its designee, such notice shall be in writing and effective if delivered personally or sent by electronic means addressed to the NYTHP Stewardship Council as set forth below. The address for notice and NYTHP designee may be changed, as necessary, by notice in writing and as approved by the Stewardship Council.

To the attention of:

XXXXXXX

Addresses for delivery:

XXXXXX

Notice or communication shall be deemed received one Business Day after delivery or sending.

Governing Laws

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

Entire Agreement

With respect to its subject matter, this ISA contains the entire understanding of the parties and supersedes and replaces all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the parties respecting the sharing of Patient PHI.

Counterparts and Electronic Signatures

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

Signatures

The parties have executed this ISA as of the Effective Date.

[signature pages to be completed for all Stewardship Council members]

SCHEDULE "A" - ADHESION AGREEMENT**ADHESION TO THE NYTHP INFORMATION SHARING AGREEMENT**

_____ [Name of Party] _____ acknowledges receiving an executed copy of the NYTHP Information Sharing Agreement dated * (ISA) and attached hereto, and by affixing the authorized signatures below, hereby accepts and agrees to comply with each and every one of the provisions of the ISA as if it had affixed its signature/corporate seal directly thereto and as a party to the ISA.

IN WITNESS WHEREOF THIS ADHESION AGREEMENT IS SIGNED IN ONTARIO ON THIS _____ DAY OF _____.

[Name of Party]

Authorized Signature

Title

Authorized Signature

Title