

INFORMATION SHARING AGREEMENT

Primary Care Measurement Initiative

(the 'Initiative')

This Agreement made effective this _____ day of _____, _____.

Between:

[PHYSICIAN NAME] ('the Physician')

- and -

HEALTH QUALITY COUNCIL OF ALBERTA,

established pursuant to the Health Quality Council of Alberta Act,

RSA 2011, c. H-7.2 ('the HQCA')

WHEREAS:

- A. The HQCA may request from the Physician the disclosure of the information described in Schedule A (the 'Schedule A Information'), and the Physician may request from the HQCA the disclosure of the information described in Schedule B (the 'Schedule B Information'), for the purpose of promoting and improving patient safety and health service quality in Alberta, specifically in primary care practices and primary care networks (the 'Specified Purpose');
- B. The Physician agrees to disclose the Schedule A Information to the HQCA for the Specified Purpose and is authorized by sections 35(1)(a) and 36(a) of the *Health Information Act* (the 'HIA') to make the disclosures under this agreement;
- C. The HQCA agrees to disclose the Schedule B Information to the Physician for the Specified Purpose and is authorized by sections 35(1)(a) and 36(a) of the HIA to make the disclosures under this agreement.

NOW THEREFORE, the parties agree as follows:

GENERAL

1. The recitals above and schedules appended to this agreement are hereby incorporated by reference.

RESPONSIBILITIES OF THE PHYSICIAN

2. If the Initiative requires the Physician to share Schedule A information with the HQCA, the Physician shall provide the HQCA with the required information in the form and manner described in Schedule A.
3. If the Initiative requires the HQCA to share Schedule B information with the Physician:
 - 3.1. The Physician shall comply with the HIA, the regulations made under the HIA, and the terms and conditions of this agreement with respect to the Schedule B Information that is disclosed by the HQCA.
 - 3.2. The Physician shall use the Schedule B Information solely for the Specified Purpose.
 - 3.3. Any use of the Schedule B Information for any purpose other than that set out in this agreement is prohibited unless such use has been expressly authorized by the HQCA in writing prior to the use. This limitation shall survive the termination of this agreement.
 - 3.4. The Physician shall ensure its employees, agents, contractors, or any other person with access to the Schedule B Information as a result of its relationship with the Physician uses the Schedule B Information solely for the Specified Purpose and as described in this agreement.
 - 3.5. The Physician shall protect the Schedule B Information against such risks as unauthorized access, use, disclosure, loss, or alteration and shall limit access to the Schedule B Information only to those employees, agents or contractors who have a need to know.
 - 3.6. The Physician may perform data matching on the Schedule B Information in accordance with the Specified Purpose.
 - 3.7. The Physician and any individual with whom the Schedule B Information has been shared will destroy personally identifiable information received from the HQCA within 12 months of receipt.
4. If the Physician becomes aware that any term or condition contained in this agreement is breached the HQCA must be notified immediately in writing.

RESPONSIBILITIES OF THE HQCA

5. If the Initiative requires the HQCA to share Schedule B Information with the Physician, the HQCA shall provide the Physician with the required information in the form and manner described in Schedule B.
6. If the Initiative requires the Physician to share Schedule A information with the HQCA:

- 6.1. The HQCA shall comply with the HIA, the regulations made under the HIA, and the terms and conditions of this agreement with respect to the Schedule A Information that is disclosed by the Physician.
- 6.2. The HQCA shall use the Schedule A Information solely for the Specified Purpose, including the use of the Schedule A Information to improve the HQCA patient proxy panel assignment algorithm.
- 6.3. Any use of the Schedule A Information for any purpose other than that set out in this agreement is prohibited unless such use has been expressly authorized by the Physician in writing prior to the use. This limitation shall survive the termination of this agreement.
- 6.4. The HQCA shall ensure its employees, agents, contractors, or any other person with access to the Schedule A Information as a result of their relationship with the HQCA use the Schedule A Information solely for the Specified Purpose and as described in this agreement.
- 6.5. Subject to clauses 7 and 8 below, the HQCA shall not disclose the Schedule A or Schedule B Information to a third party without the prior written consent of the Physician.
- 6.6. The HQCA shall protect the Schedule A Information against such risks as unauthorized access, use, disclosure, loss, or alteration and shall limit access to the Schedule A Information only to those employees, agents or contractors who have a need to know.
- 6.7. The HQCA may perform data matching on the Schedule A Information in accordance with the purpose specified in the privacy impact assessments submitted by the HQCA and accepted by the Office of the Information and Privacy Commissioner of Alberta related to activities of the Primary Care Measurement Initiative.
- 6.8. The HQCA will ensure that its employees, agents, contractors, or any other person authorized to access the Schedule A Information destroy any personally identifiable information received from the Physician within 12 months of receipt.
7. The HQCA may publish results generated from its use of the Schedule A or Schedule B Information if the names and identities of any persons are not thereby revealed or made identifiable.
8. The HQCA may generate a comparative report for the Physician, Clinic, or the Primary Care Network (PCN) to which the physician belongs that includes the aggregate results of other physicians or PCNs from its use of the Schedule A or Schedule B Information if:
 - 8.1. The identities of other physicians are not revealed or made identifiable in the report;

- 8.2. The identities of PCNs, other than that to which the Physician belongs, are not revealed or made identifiable in the report; and
- 8.3. Neither the Physician report nor Clinic report is shared with a third party without prior written permission of the Physician or clinic physicians (clinic report).
- 9. If the HQCA becomes aware that any term or condition contained in this agreement is breached the Physician shall be notified immediately in writing.

REPRESENTATIVES

- 10. The parties designate the following representatives as the individuals responsible for managing this agreement:

The Physician

Name: _____
 (First and last name – physician or authorized designate*)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

HQCA

Charlene McBrien-Morrison
 Executive Director

Health Quality Council of Alberta
 210, 811 – 14 Street NW
 Calgary, AB
 T2N 2A4

Telephone: 403-297-8274
 Fax: 403-297-8258

E-mail: charlene.morrison@hqca.ca

*Authorized designate – An individual with whom the physician has a signed data/information manager or other information sharing agreement (e.g., Lead Clinic Custodian) that gives that individual the authority to request, receive, and share identifiable information on the physician’s behalf.

DISCLAIMER AND ACKNOWLEDGEMENT

- 11. The HQCA acknowledges and agrees that the Schedule A Information provided by the Physician under this agreement is provided on an ‘as is’ and ‘as available’ basis and without any warranty or representation as to its fitness for any purpose or to its completeness, accuracy or reliability.
- 12. The Physician acknowledges and agrees that the Schedule B Information provided by the HQCA under this agreement is provided on an ‘as is’ and ‘as available’ basis and without any warranty or representation as to its fitness for any purpose or to its completeness, accuracy or reliability.

TERM AND TERMINATION

- 13. This agreement shall take effect on the date of signature by the parties and shall continue until terminated.
- 14. The Physician may terminate this agreement without notice if the Physician has reasonable grounds for believing that this agreement has been breached.
- 15. The HQCA may terminate this agreement without notice if the HQCA has reasonable grounds for believing that this agreement has been breached.
- 16. This agreement may otherwise be terminated by either party giving at least one week notice to the other party.

NOTICE

- 17. Every request, notice, delivery, or written communication provided for or permitted by this agreement shall be in writing and delivered to, or mailed postage prepaid, or faxed, or sent electronically by e-mail to the party to whom it is to be given at the contact information provided in clause 10.

AMENDMENTS

- 18. The terms of this agreement may be modified or amended only by a subsequent written agreement signed by both parties.

IN WITNESS WHEREOF the parties hereto have made this agreement as of the day, month and year first written above.

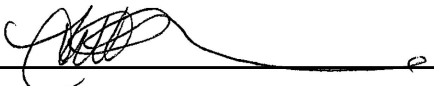
(The Physician)

per: _____

Physician Name (please print) _____

Prac-ID _____

HEALTH QUALITY COUNCIL OF ALBERTA

per: _____ 

Charlene McBrien-Morrison
Executive Director

Schedule A

Information Disclosed by the Physician to the HQCA

1. HQCA primary care measurement initiative

Schedule A is specific to the activities of the Initiative. Only the minimum data elements to meet the Specified Purpose of the Initiative will be shared.

2. Disclosure of identifiable health data

Depending on the Initiative component that the Physician is participating in, the information described in section 4 below may be disclosed by the Physician to the HQCA in support of the Specified Purpose.

3. Information transfer

The information will be transferred to the HQCA in a 128 bit or higher encrypted data format using secure file transfer protocol or encrypted on a hard storage medium sent by courier or as otherwise specified in the PIA.

4. Information required for the primary care measurement initiative

The information to be provided by the Physician may include the following where available and when relevant to the Specified Purpose of the component of the Initiative in which the Physician is participating.

a) Physician level information

- Physician unique identifier (Prac-ID)
- Group practice name

b) Patient level information

- Personal health number (PHN) of patients on the Physician's confirmed panel list
- Patient name
- Most recent date on which the patient was confirmed as a patient of the Physician (confirmation date)
- EMR data relevant to the Specified Purpose

5. Data linkage by the HQCA

The information listed in section 4 may be linked by the HQCA at the patient level by patient PHN to any of the following HQCA data holdings. The data holdings to be linked will depend on the Specified Purpose of the Initiative component in which the Physician is participating.

- Registry
- Physician claims
- Hospital inpatient
- National ambulatory care reporting system (NACRS)
- Vital statistics
- MIS accounting
- CIHI clinical risk groups
- Alberta immunization database (Imm/ARI)
- Pharmaceutical Information Network (PIN)
- Diagnostic imaging data
- Laboratory data
- Physicians belonging to Primary care networks dataset
- AHS Cancer Screening dataset
- Pampalon Index

6. Use of information specified above

Depending on the Specified Purpose of the Initiative component in which the Physician is participating, the HQCA will generate selected measures at the aggregate or patient level (identifiable) for patients on the Physician's confirmed panel. Only the minimum data to meet the Specified Purpose will be shared with the Physician.

Schedule B

Information disclosed by the HQCA with the Physician

1. HQCA primary care measurement initiative

Schedule B is specific to the activities of the Initiative. Only the minimum data elements to meet the Specified Purpose of the Initiative will be shared.

2. Disclosure of identifiable health information

The information described in section 4 below will be disclosed by the HQCA to the Physician in support of the Specified Purpose.

3. Information transfer

The information will be transferred to the Physician in a 128 bit or higher encrypted data file using secure file transfer protocol or encrypted on a hard medium sent by courier or as otherwise as specified in the project PIA.

4. Information required for the Initiative

4.1. Depending on the Specified Purpose of the Initiative component in which the Physician is participating, the HQCA will provide selected measures at the aggregate or patient level (identifiable) for patients on the Physician's confirmed panel. Only the minimum data to meet the Specified Purpose of the Initiative component in which the Physician is participating will be shared with the Physician.

4.2. Aggregate or patient level (identifiable) measures required to meet the Specified Purpose of the Initiative component in which the Physician is participating may be drawn from linking with any of the following data holdings of the HQCA:

- Registry
- Physician claims
- Hospital inpatient
- National ambulatory care reporting system (NACRS)
- Vital statistics
- MIS accounting
- CIHI clinical risk groups
- Alberta immunization database (Imm/ARI)
- Pharmaceutical Information Network (PIN)
- Diagnostic imaging data

- Laboratory data
- Physicians belonging to Primary care networks dataset
- AHS Cancer Screening dataset
- Pampalon Index

4.3. The HQCA can only share measures at the patient level (identifiable) where the HQCA is the original source of the measure. These are measures uniquely created by the HQCA using linkages between the HQCA data holdings listed in 4.2 above. The HQCA cannot share without authorization raw data from the data holdings that the HQCA has received from other custodians.

5. Use of information specified above

The Physician will use the information provided by the HQCA as specified in section 4 for the Specified Purpose.