

**ALBERTA BONE AND JOINT HEALTH CARE SERVICE PROJECT
AFFILIATION AGREEMENT**

THIS AGREEMENT is made as of _____ (the “Execution Date”),

BY AND BETWEEN:

Name: _____

Mailing Address: _____

Phone: _____

Fax: _____

a custodian of health information in the Province of Alberta
(referred to as the “Custodian”)

- and -

Alberta Bone and Joint Health Institute,
of 316, 400 Crowfoot Cres NW
Calgary, Alberta T3G 5H6
(referred to as “ABJHI” or the “Affiliate”)

WHEREAS:

1. ABJHI 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 bone and joint health care for Albertans. In carrying out this mission, ABJHI supports clinicians to improve the delivery of bone and joint health care services. Its support includes monitoring and evaluating bone and joint health care.
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 utilize the support of ABJHI, as defined in Schedule A, to improve the delivery of bone and joint health care services.
4. ABJHI will provide support to the Custodian as defined in Schedule A.
5. ABJHI maintains a provincial Data repository of bone and joint health Data intended to be used to support continuous quality improvement and novel research.
6. The intent of this agreement is to:

- (a) define clearly the support ABJHI will provide to the Custodian in its capacity as Affiliate;
- (b) satisfy the requirements of the HIA or any other relevant privacy legislation; and
- (c) govern the collection, use and disclosure of Data by ABJHI;

all for the primary purpose of enhancing patient care in the Province of Alberta.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT WITNESS that 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 bone and joint health information provided by the Custodian to ABJHI for purpose described in this agreement and includes Data generated as a result of the provision of health services to an individual that is not, directly or indirectly and fully or partially paid for by Alberta Health & Wellness 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.
- (g) “Support” means the activities contained in Schedule A attached hereto and forming part of this agreement.

2.0 Support Services

- 2.1 ABJHI will provide to the Custodian the Support Services defined in Schedule A to this agreement.
- 2.2 The Measurement Framework(s) for musculoskeletal continuums of care are approved by the designated provincial Clinical Committee overseeing the associated care continuum. The Custodian hereby authorizes the Affiliate to acquire data from the Custodian in support of the Services described in Schedule A for the continuum(s) of care selected below, as indicated by his or her initials.

Measurement Framework / Continuum	INITIALS
(a) Hip and Knee Replacement	_____
(b) Spine	_____
(c) Foot and Ankle	_____
(d) Soft Tissue Knee	_____
(e) Hip Fracture	_____
(f) Shoulder	_____
(g) Conservative Osteoarthritis	_____
(h) Hand and Wrist	_____

- 2.3 The Custodian, as indicated by his or her initials below, subscribes to the following optional support services and authorizes the associated data collection, use, and disclosure described in Schedule A.

Support Services	INITIALS
(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 ABJHI and Custodian

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

5.0 Restrictions on Data Use and Disclosure

- 5.1 ABJHI shall perform the Support activities defined in Schedule A of this agreement with the authorization and knowledge of the Custodian. As an affiliate, ABJHI's use of Data will be limited to the Services described in this agreement, particulars of which are set out below:
- (a) ABJHI shall implement and maintain safeguards for the security and protection of the Custodian's Data consistent with section 60 of the Health Information Act or Other Applicable Privacy Legislation and shall protect the Data against risks such as unauthorized use, disclosure, destruction and alteration. ABJHI shall permit the Custodian, acting reasonably, to monitor its compliance with the established security standards and the terms and conditions of this agreement.
 - (b) ABJHI 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.
 - (c) ABJHI 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 policies identified under section (b).
 - (d) The obligations of ABJHI under this section (5.0) shall survive any termination of this agreement.
 - (e) ABJHI shall indemnify and hold harmless the Custodian from any damages, losses, costs or other penalties incurred by the Custodian as a consequence of ABJHI exposing the Data to unauthorized use, disclosure, destruction or alteration.
- 5.2 Before disclosing or using any identifiable Data for any purpose other than as specified in Schedule A:
- (a) ABJHI shall receive the Custodian's express consent in writing and follow any processes or procedures mandated by the Custodian.
 - (b) ABJHI 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 *Health Information Act* 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 *Health Information Act*.

Notwithstanding 5.2, for the avoidance of doubt and pursuant to section 32 of the *Health Information Act*, 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.

- 5.3 ABJHI shall maintain and deliver to the Custodian on a semi-annual basis a disclosure log releases of non-identifying information (aggregate, de-identified, personal, and health information).
- 5.4 The Custodian authorizes the Affiliate to establish an oversight body with representatives of all Custodians participating in the provincial bone and joint health Data repository to advise on the use of non-identifiable Data for Research purposes.

6.0 Control of Information

- 6.1 The Parties acknowledge that for the purposes of the *Health Information Act* or Other Applicable Privacy Legislation, the Data remains in the custody of the Custodian.
 - (a) Any request to ABJHI for identifiable Data shall immediately be referred by ABJHI to the Custodian.
 - (b) ABJHI will provide the Custodian with any of his or her Data pertaining to this agreement, together with copies of any other Data generated as a result of the ABJHI's analysis, review, organization or evaluations within 30 working days of the request for the Data.

7.0 Cost of Data Collection

- 7.1 Any costs of data collection are addressed in a separate agreement between Alberta Health Services and the Custodian.
- 7.2 Any costs of data analysis and dissemination of reports shall be the sole responsibility of the ABJHI. The parties agree to work together to establish a fair cost for the provision of Data to the ABJHI and a process for the submission of invoices and timely payment.

8.0 Breaches

- 8.1 Upon becoming aware of a breach of any term or condition of this agreement, ABJHI shall notify the Custodian and take reasonable steps to remedy the breach within twenty-four (24) hours.

8.2 Failure of ABJHI 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 ABJHI; 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 on thirty (30) days written notice by either ABJHI or the Custodian without cause.

9.3 This agreement may be terminated immediately by either party for cause.

9.4 Subject to Section 9.5 of this Agreement, ABJHI 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 request of the Custodian, the ABJHI shall within two (2) working days:

- (a) De-identify and render anonymous all of the Custodian's identifying information held in historical database snapshots that were created during the term of this agreement. Data included in previous analyses will be maintained in unidentifiable form for report and analysis validation. Data must be de-identified by ABJHI so that it cannot be used to identify any specific individual or the Custodian. ABJHI shall not attempt to reverse engineer, decrypt, or otherwise transform the de-identified information into identifiable information.
- (b) Destroy all Data provided by the Custodian with the exception of de-identified Data in historical snapshots as described in 9.5(a).
- (c) Discontinue the use and disclosure of information generated from the Data provided by the Custodian and collected under the terms of this Agreement.

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 Support Services described in Schedule A.

- 10.2 This agreement shall not be modified, amended or in any way varied or changed except by agreement of the Parties.
- 10.3 Any substantive changes to the composition of Data, the data systems operated by ABJHI or access to the Data shall be documented in writing by ABJHI or the Custodian and provided 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 Every request, notice, delivery or other communication provided for or permitted by this agreement shall be in writing and delivered personally, by courier, by prepaid postal service, or by fax to the intended Party at the address or fax number specified on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first written above.

Custodian:

Name (print): _____

Signature: _____

Date: _____

Preferred Method to Receive Reports (pick one):

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

Preferred E-Mail Address (print clearly):

(If applicable) AHS Transcription ID/Number: _____
(used for linking to AHS data sets, e.g. DAD)

Alberta Bone & Joint Health Institute:

Name (print): _____

Title (print): _____

Signature: _____

Date: _____

Support Service:

The Alberta Bone and Joint Health Institute will provide to the Custodian the Quality Assurance and Quality Improvement Services listed in Section A, below, for the musculoskeletal continuum(s) of care indicated by the Custodian in Section 2.2.

Additionally, if the Custodian has subscribed to **FAST Data Brokerage Services** in Section 2.3, the Alberta Bone and Joint Health Institute will provide the services listed in Section B, below.

A. Quality Assurance & Quality Improvement Services

The goal of Alberta Bone and Joint Health Institute (ABJHI) is a sustainable system of patient-centred bone and joint health care delivery that is based on evidence and efficiently provides the best quality of health care to all Albertans.

Data Use

ABJHI will use data collected routinely in the care of patients to provide:

- Confidential, periodic Continuous Improvement Reports informing individual Custodians of their outcomes in the delivery of care relative to standards and benchmarks in provincial care paths and providing comparative aggregated provincial results.
- Information that can be used in incentive programs.
- Non-identifiable information on variances from standardized practices in care delivery.
- Non-identifiable information to guide improvements to care delivery.
- Assessment of new devices, practices as well as outcomes to the Custodian.
- Risk-adjustment methods, which will provide individual Custodians with balanced comparisons of results relative to their provincial peer group(s) by accounting for the disease severity and acuity of patients.

The Custodian will provide ABJHI with identifiable patient data, as specified in the relevant provincially endorsed Measurement Framework(s). Updates to the relevant Measurement Framework(s) will be made periodically (usually annually) and will be subject to the approval of the designated provincial Clinical Committee.

ABJHI will operate a secure bone and joint database and information system to which it will provide the Custodian access under the following terms:

- (a) The Custodian shall have access to, and use of, his or her data.
- (b) ABJHI shall maintain, secure, and operate the bone and joint health data repository.

The Custodian authorizes ABJHI to link data obtained from the Custodian with the data of other Custodians when ABJHI 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, ABJHI may use the linked data only for the purpose of carrying out the Support activities specified in this Schedule.

ABJHI shall submit a Privacy Impact Assessment (PIA) to the Office of the Information and Privacy Commissioner for the collection, use and disclosure of identifiable health information in this initiative and will submit periodic updates to the PIA, as required. ABJHI will take reasonable efforts to ensure that all procedures and risk mitigation strategies described in the PIA are followed.

Disclosure

ABJHI will provide on a regular basis to Alberta Health Services:

- Periodic, non-identifiable site reports to clinics, hospitals and Alberta Health Services showing non-identifiable provincial practices and non-identifiable patient outcomes aggregated across all participating health service providers at the clinic, hospital or health zone, respectively.
 - (a) The site reports will compare non-identifiable practices and outcomes relative to standards and benchmarks in provincial care paths, as well as show aggregated provincial trends in practices and outcomes.
 - (b) All site reports will be sufficiently aggregated to prevent identification of patients and providers.
- Information that can be used in AHS incentive and performance improvement programs.
- Information to guide improvements to continuums of care.
- Assessment of new devices and practices as well as outcomes.

Reporting will be confidential and non-identifying for individual Custodians and patients. ABJHI 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, ABJHI will seek the approval of the Custodian prior to any disclosure. 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.

Data Security

Analysts at ABJHI will have access only to minimum level of identified Data required to perform their duties. Scanning technicians at ABJHI 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 bone and joint database, access to the identified Data shall be restricted and available at the minimum level required to perform the individual's duties.

A detailed risk assessment of the bone and joint database will be made available upon request.

B. FAST Data Brokerage Services (OPTIONAL)

If the Custodian has subscribed to **FAST Data Brokerage Services** in Section 2.2, ABJHI will, on behalf of the Custodian, prepare and submit a periodic data file to FAST (Facilitated Access to Specialized Treatment).

Data Use

ABJHI 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 elective orthopedic patients.

The data file will comply with the data dictionary provided by FAST. ABJHI 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 Table 1, below.

Disclosure

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

Upon request, ABJHI will provide the Custodian with a copy of the submitted data file for audit.

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