

**AMENDED AND RESTATED
NETWORK SERVICES AGREEMENT**

This Amended and Restated Network Services Agreement (“**Network Services Agreement**”) is made as of the 29th day of September, 2017 (the “**Effective Date**”) between **ONE CARE Home and Community Support Services (“ONE CARE”)** and the parties described in Schedule A to this Network Services Agreement, each of which have entered into a Participant Agreement in the form of Schedule B (hereinafter referred to as the “**Participants**” and each a “**Participant**”).

RECITALS

WHEREAS the Participants provide health, community support and related services;

AND WHEREAS the Participants have agreed that where two or more of them provide health care services to a client or patient they will make the Personal Health Information (“**PHI**”) of that client or patient available electronically to such other Participants for the purposes of providing or assisting in the provision of health care to that client or patient in accordance with a Data Sharing Agreement as described herein;

AND WHEREAS the South West Local Health Integration Network (“**LHIN**”) has approved ONE CARE to provide information management and network services to facilitate the sharing of PHI by the Participants pursuant to the Data Sharing Agreement;

AND WHEREAS in connection with its provision of such services, ONE CARE is a Health Information Network Provider (“**HINP**”) and/or an Agent under the *Personal Health Information Protection Act, 2004* (PHIPA) and the Parties wish to enter into this Agreement to comply with the requirements under PHIPA and Ontario Regulation 329/04 (the “**Regulation**”) and to otherwise satisfy their obligations under PHIPA;

AND WHEREAS the provision of such services is not in the ordinary course of ONE CARE’s business and is being undertaken in support of community health care coordination;

AND WHEREAS in order to receive such services, ONE CARE requires each Participant to enter into this Network Services Agreement;

AND WHEREAS a number of the Participants entered into a network services agreement having an effective date of April 13, 2015 (“**Original Network Services Agreement**”) and wish to enter into this Network Services Agreement to amend, restate and replace the Original Network Services Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - INTERPRETATION

1.1 Definitions

- (1) “**Additional Service(s)**” is defined in Section 2.3;
- (2) “**Agency Authority**” is defined in Section 8.1(a);
- (3) “**Agent**” means an agent as defined by PHIPA;
- (4) “**Applicable Laws**” means any and all applicable laws, by-laws, regulations or statutes as are in existence on the Effective Date or come into existence during the currency of this Network Services Agreement, as

the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor to any of the foregoing;

- (5) “**Authorization**” means a written and signed direction or authorization as it relates to PHI given to ONE CARE by a Participant, which direction or authorization may be given electronically;
- (6) “**Authorized Persons**” means the employees, agents and any Subcontractors of ONE CARE who have a need for access to PHI in order for ONE CARE to perform the Services;
- (7) “**Business Day**” means any day except Saturday, Sunday, or any statutory holiday in the Province of Ontario;
- (8) “**Confidential Information**” is defined in Section 7.1;
- (9) “**Custodian Participant**” means, with respect to any PHI, the Participant that has custody or control of PHI and, where any PHI is in the custody or control of two or more Participants, means all of such Participants collectively;
- (10) “**Data Sharing Agreement**” means the Data Sharing Agreement pursuant to which the Participants exchange and provide access to Personal Health Information for the purposes of providing health care and other services to individuals as such agreement may be amended or restated from time to time;
- (11) “**Disclosing Party**” is defined in Section 7.1;
- (12) “**Effective Date**” means the date first above written;
- (13) “**Health Information Custodian**” or “**Custodian**” means a “Health Information Custodian” as that term is defined by PHIPA;
- (14) “**Health Information Network Provider**” means a “Health Information Network Provider”, as defined by the regulations under PHIPA;
- (15) “**LHIN**” means the South West Local Health Integration Network;
- (16) “**Ministry**” means the Ministry of Health and Long-Term Care for the Province (Ontario);
- (17) “**Network**” is defined in Schedule C;
- (18) “**Network Services Agreement**” means this Network Services Agreement, and includes any amendments, supplements, schedules, exhibits or appendices attached, referencing this Network Services Agreement, or expressly made a part hereof;
- (19) “**ONE CARE Parties**” is defined in Section 15.1;
- (20) “**Original Participants**” are those Participants who were parties to the Original Network Services Agreement;
- (21) “**Participant**” means any organization that has entered into a Participant Agreement in the form attached as Schedule B and “**Participants**” shall mean all of them collectively;
- (22) “**PHI**” or “**Personal Health Information**” means personal health information as such term is defined by PHIPA, and includes identifying information that is not PHI but that is contained in a record that contains PHI;

- (23) “**PHIPA**” means the *Personal Health Information Protection Act, 2004* (Ontario) and the regulations thereunder, all as amended from time to time;
- (24) “**Privacy Breach**” means the theft, loss or unauthorized access, collection, use or disclosure and/or destruction of PHI;
- (25) “**Privacy Officer**” is defined in Section 12.1;
- (26) “**Receiving Party**” is defined in Section 7.1;
- (27) “**Services**” is defined in Section 2.2;
- (28) “**Subcontractor**” means any person engaged by ONE CARE for the purpose of fulfilling any obligation of ONE CARE under this Network Services Agreement and includes, without limitation, ONE CARE’s agents, representatives and subcontractors, and the successors and assigns of each of the foregoing, but does not include any employee or officer of ONE CARE; and
- (29) “**User(s)**” shall mean the employees, independent contractors or agents of the Participant who have been authorized to access the Network, subject to the terms and conditions set out herein.

1.2 Number and Gender

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 References to Legislation

Any reference to a statute in this Network Services Agreement shall mean the statute in force as at the Effective Date together with all regulations made thereunder and interpretation bulletins, guidelines and policy statements published or issued in respect thereof, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute or regulation thereto, unless otherwise expressly provided.

1.4 Headings and Table of Contents

The division of this Network Services Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents and the insertion of headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Network Services Agreement.

1.5 Schedules

The current Schedules that form part of this Network Services Agreement are listed as follows:

Schedule A - Participants and Addresses for Notice

Schedule B - Participant Agreement

Schedule C – Services

Schedule D – Plain Language Description of Network Services and Security

Schedule E – Agency Authority Form

Schedule F – User Agreement

1.6 Order of Precedence

In the event of any conflict between any of the provisions of the Schedules hereto and the body of this Network Services Agreement, the provisions in the body of this Network Services Agreement shall govern.

ARTICLE II - PROVISION OF SERVICES

2.1 Conditions Precedent

As conditions precedent to this Network Services Agreement and in order to be a Participant under this Network Services Agreement and to receive the Services as set out hereunder, a party must:

- (a) be a party to the Data Sharing Agreement and provide to ONE CARE a copy of said agreement executed by the party prior to entering into this Network Services Agreement;
- (b) maintain its participation in the Data Sharing Agreement in good standing throughout the term of this Network Services Agreement, and shall provide immediate notice to ONE CARE of any suspension or termination of its participation in the Data Sharing Agreement;
- (c) in the event that the Data Sharing Agreement is amended or restated during the term of this Network Services Agreement, provide to ONE CARE an executed copy of said amended and restated Data Sharing Agreement prior to its effective date; and
- (d) be a Health Information Custodian as that term is defined under PHIPA.

2.2 Services

Subject to the terms and conditions of this Network Services Agreement, ONE CARE agrees to provide to the Participants the information systems, information management and information technology services as set out in Schedule C (the “**Services**”).

2.3 Additional Services

ONE CARE and the Participants may agree in writing to the provision of additional services by ONE CARE to the Participants together with such additional terms and conditions as may be applicable to such additional service (each an “**Additional Service**” and together the “**Additional Services**”). Each Additional Service agreement shall be appended as a schedule to this Network Services Agreement.

ARTICLE III - FUNDING FOR THE SERVICES

3.1 Funding

The Participants acknowledge and agree that ONE CARE shall be compensated for its provision of the Services by way of funding from the LHIN satisfactory to ONE CARE. In the event that the costs to perform the Services exceed the funding provided by the LHIN to ONE CARE, ONE CARE shall not be obliged to perform and may on ninety (90) days’ notice to the Participants limit, alter or suspend the Services for which it is not fully funded.

3.2 Obligations Conditional

Each Participant acknowledges and agrees that the obligations of ONE CARE to provide the Services and to perform its other obligations hereunder are subject to the receipt by ONE CARE of funding or compensation satisfactory to it in connection with such obligations.

3.3 No Breach

Each Participant acknowledges and agrees that the failure of ONE CARE to perform any of its obligations hereunder as a result of funding deficiency or delay, shall in no way operate or be construed as a breach by ONE CARE of, or a failure by ONE CARE to perform, such obligations.

ARTICLE IV – STATUS OF PARTIES UNDER PHIPA

4.1 The Participants

It is acknowledged and agreed that each of the Participants, including ONE CARE as it relates to its participation in this Agreement, is a Health Information Custodian as that term is defined under PHIPA and shall comply with its respective obligations under this Agreement, the Data Sharing Agreement and Applicable Laws.

4.2 ONE CARE as Agent

In connection with providing certain of the Services, ONE CARE is an Agent of the Participant for the purposes of PHIPA and for no other purpose. ONE CARE acknowledges and agrees that it shall only collect, use or disclose PHI in accordance with this Network Services Agreement, or as it may be authorized or directed by a Participant pursuant to an Authorization and shall not acquire any right, title or interest in or to any such PHI.

4.3 ONE CARE as HINP

The Participants and ONE CARE acknowledge and agree that ONE CARE is a HINP to the extent that it is hosting the network solution and providing Services to enable the Participants to disclose PHI to one another.

ARTICLE V – OBLIGATIONS OF ONE CARE AS HINP

5.1 Privacy Breach Notification

To the extent it is providing the Services, ONE CARE will:

- (a) notify every applicable Participant at the first reasonable opportunity if it;
 - (i) accessed, used, disclosed or disposed of PHI other than in accordance with this Agreement; or
 - (ii) an unauthorized person accessed PHI.

5.2 Access and Transfer Logs

ONE CARE shall maintain electronic records of accesses to and transfers of PHI in accordance with PHIPA.

5.3 Threat and Risk Assessments and Privacy Impact Assessments of the Services

ONE CARE shall perform and provide each Participant with a written copy of the results of an assessment of the Services with respect to:

- (a) threats, vulnerabilities and risks to the security and integrity of the PHI; and
- (b) how the Services may affect the privacy of the individuals who are the subject of the PHI.

Any updates to these assessments shall be at the discretion of ONE CARE as it may deem appropriate to identify continuing risks to privacy resulting from such Services and to review the steps taken to address risks to

privacy identified in the initial assessments and to assess the effectiveness of such steps, and shall be subject to available funding.

5.4 Plain Language Description of Services and Security Safeguards

A plain language description of the Services that is appropriate for sharing with the individuals to whom the PHI relates, including a general description of the safeguards in place to protect against unauthorized use and disclosure, and to protect the integrity of PHI is attached as Schedule D .

ONE CARE has adopted security safeguards in accordance with industry standards that are reasonable in the circumstances to ensure that PHI is protected against theft, loss and unauthorized use or disclosure and unauthorized copying, modification and disposal.

ONE CARE shall ensure that any Agent or Subcontractor it retains to assist in providing Services to the Participants agrees to comply with the restrictions and conditions that are necessary to enable ONE Care to comply with its obligations as a HINP.

ARTICLE VI - PROTECTION OF PHI AND CONFIDENTIAL INFORMATION

6.1 Security Standards and Procedures

ONE CARE shall protect and ensure the confidentiality of PHI and any Confidential Information in accordance with ONE CARE's internal physical, organizational and technological safeguards and security standards and procedures.

6.2 Policies and Procedures

Upon request, ONE CARE will provide a Participant with a copy of its policies and procedures for the security and protection of PHI.

6.3 Changes Affecting Security

No Participant shall implement any change to, or introduce any new hardware that may impact its security systems, standards or policies and procedures that may, in the reasonable opinion of ONE CARE, have an adverse effect on the provision of Services or on the security of any PHI without the express agreement of ONE CARE.

6.4 Privacy Breach Procedure

In the event of a Privacy Breach, ONE CARE will, as soon as practicable and in any event within forty-eight (48) hours of becoming aware of a Privacy Breach, send written notice of such breach to each applicable Participant, that includes to the extent available:

- (a) the date and time of the Privacy Breach;
- (b) a description of the PHI affected by the Privacy Breach;
- (c) the circumstances of the Privacy Breach, including the persons who accessed, disclosed and received the affected PHI; and
- (d) the actions being taken to contain the Privacy Breach.

6.5 Access and Third Party Requests for PHI

Each Participant shall be responsible for addressing requests for access or disclosure of PHI in accordance with PHIPA. ONE CARE shall refer all requests for access or disclosure of PHI received by ONE CARE to the Participant or Participants that is the HIC in respect of that PHI. ONE CARE shall only disclose

PHI to third parties (other than Authorized Persons), with the prior written consent of the applicable Participant or Participants or as required by Applicable Laws. Such prior written consent may be subject to conditions or limitations reasonably imposed by the applicable Participant or Participants. In each circumstance in which ONE CARE is authorized pursuant to this Network Services Agreement to disclose PHI, it shall disclose only such PHI as strictly is necessary in connection with such authorized disclosure.

6.6 Retention of PHI

Both during the term of this Network Services Agreement and after any termination or expiry thereof, ONE CARE shall retain all PHI governed by this Network Services Agreement for such period of time as is necessary to satisfy the requirements of Applicable Laws, acknowledging that each Participant is responsible for creating and maintaining custody or control of its own records of PHI. For greater certainty, the provisions of this Section 6.6 shall survive any termination or expiry of this Network Services Agreement.

6.7 Compliance with Applicable Laws

Without restricting the foregoing provisions of this Article VI, in the course of providing Services, ONE CARE shall comply with all Applicable Laws relating to the protection of the PHI, including without limitation, the provisions of PHIPA and the regulations thereunder.

ARTICLE VII – CONFIDENTIALITY AND PRIVACY

7.1 Definitions

For purposes of this Network Services Agreement, “Confidential Information” means all records, data and other information whatsoever, in any form or medium (including without limitation, PHI, personal information, financial information, books and records, policies and procedures, copyright and any other intellectual property rights, and other data) relating to the operations of a party hereto (the “**Disclosing Party**”) which is made known to another party hereto or its authorized representative (the “**Receiving Party**”) as a result of the relationship of the parties under this Network Services Agreement or the provision of the Services by ONE CARE to the Participants, but does not include any information or documents or other items in tangible form which at the time in question:

- (a) have become generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party;
- (b) were available to the Receiving Party on a non-confidential basis prior to disclosure to the Receiving Party; or
- (c) are required by Applicable Laws to be disclosed.

7.2 Confidentiality Obligations

The Receiving Party shall:

- (a) hold in strictest confidence all Confidential Information of a Disclosing Party using at least the same means that it uses, or would reasonably be expected to use, to protect the Receiving Party’s own confidential information of a similar nature as the Disclosing Party’s Confidential Information;
- (b) not disclose or use or allow to be disclosed or used in any manner whatsoever, other than as expressly contemplated by this Network Services Agreement or as may be required to carry out the terms of this Network Services Agreement or as may be required for ONE CARE to perform the Services, and then only on a need-to-know basis, any Confidential Information of a Disclosing Party, either during the

term of this Network Services Agreement or at any time thereafter, except with the prior written consent of such Disclosing Party;

- (c) ensure that all personnel of the Recipient that have access to Confidential Information of the Disclosing Party are informed of the confidential nature of the Disclosing Party's Confidential Information in order for such personnel to know to keep such information confidential and not use it for any purpose except as permitted pursuant to this Network Services Agreement; and
- (d) notify the Disclosing Party promptly in writing in the event of any loss or inability to account for the Disclosing Party's Confidential Information.

7.3 Obligations on Termination or Expiry

Following the termination or expiry of the Network Services Agreement, the Receiving Party shall forthwith upon demand by a Disclosing Party, forward to such Disclosing Party all copies of any tangible items, if any, which are or which contain Confidential Information of such Disclosing Party or, if directed by the Disclosing Party, destroy any such tangible items. Contemporaneously with such return or destruction, the Receiving Party shall provide the Disclosing Party with a certificate of a senior officer of the Receiving Party attesting to such return or destruction.

7.4 Privacy

Each Participant agrees to comply with Applicable Laws, including as they relate to confidentiality and privacy.

ARTICLE VIII - ACCESS TO NETWORK

8.1 Access to Network

- (a) Each Participant shall deliver to ONE CARE a completed Agency Authority form identifying those individuals who are authorized by the Participant to manage user access to the Network in the form attached as Schedule E (the "Agency Authority").
- (b) Each Participant is responsible for determining its Users authorized to access PHI through the Network which User access shall be managed through the Agency Authority.
- (c) ONE CARE shall not grant access to a User unless or until the User has been approved by the Agency Authority and has signed the User Agreement, in the form of Schedule F, as may be amended from time to time by ONE CARE.

ARTICLE IX - SUBCONTRACTORS

9.1 Requirement to Comply with Restrictions and Conditions

ONE CARE agrees that each Subcontractor that it retains to assist in providing the Services to the Participants in connection with this Network Services Agreement shall be required to comply with the restrictions, conditions and security safeguards applicable to the processing of PHI and to Confidential Information contained in this Network Services Agreement as if it were a party hereto.

ARTICLE X - CONTINGENCY PLAN

10.1 Contingency Plan

- (a) Each Participant is solely responsible for ensuring that it has a contingency plan in place for access to PHI in the event the Network is unavailable.
- (b) ONE CARE shall communicate its contingency plan for the Services with the Participants for informational purposes.

ARTICLE XI - RESPONSIBILITIES OF THE PARTICIPANTS

11.1 Access and Accuracy of Information

- (a) ONE CARE does not warrant that the Services will run uninterrupted, error-free or completely secure.
- (b) ONE CARE does not warrant the completeness or accuracy of any data or information processed by ONE CARE in the provision of the Services under this Network Services Agreement.

11.2 Assistance from Participants

Each Participant shall provide ONE CARE with such information and other assistance as ONE CARE may reasonably require in order to perform the Services and meet its obligations under this Network Services Agreement. Without limiting the generality of the foregoing, each Participant shall give access to its premises, systems, databases and networks to ONE CARE, and to ONE CARE's Subcontractors as is reasonably required, in order for ONE CARE to perform the Services. If ONE CARE is unable to render the Services because of a failure of a Participant to provide required information, assistance and/or access, that shall in no way operate or be construed as a breach by ONE CARE of, or a failure by ONE CARE to perform, such obligations.

11.3 Data Standards

Each Participant shall at all times comply with the minimum data standard requirements as determined by ONE CARE from time to time. Each Participant further covenants and agrees to work in good faith with the other Participants to harmonize its policies and procedures to ensure compliance with such data standards, subject to the Data Sharing Agreement and this Network Services Agreement

11.4 Network Integration

- (a) Each Participant shall be responsible to ensure its connection to the Network. Each Participant shall ensure that its information technology vendors/suppliers provide such support and assistance as may be required by the Participant to connect to the Network, including collaborating with ONE CARE as necessary.
- (b) To the extent that Participant intends to make significant changes to its information technology or systems that may impact or affect the functioning of the Network, it shall, at its sole cost, conduct such technical assessments or privacy impact assessments as recommended by ONE CARE. ONE CARE shall have the right, acting reasonably, to refuse to permit such changes in which case the Participant may withdraw from this Agreement in accordance with Section 14.3.
- (c) Each Participant shall provide ONE CARE with at least six (6) months written notice of any significant changes to its information technology or systems that may impact its connection to the Network.
- (d) Each Participant shall be solely responsible for its Network connection costs, unless such costs are otherwise funded.

ARTICLE XII - ADMINISTRATION

12.1 Privacy Officers

Each of the parties hereto shall designate a privacy officer, or other officer acting in a similar capacity ("Privacy Officer") as set forth in Schedule A, to act as a single point of contact for such party in connection with all matters concerning the performance by the parties of their respective obligations under this Network Services Agreement.

12.2 Duties and Powers of Privacy Officers

The Privacy Officer of each party shall be responsible for:

- (a) co-ordinating and overseeing the timely performance of the obligations of such party under this Network Services Agreement; and
- (b) all administrative matters such as arranging meetings, visits and consultations among all parties, transmitting and receiving information, and invoicing (if applicable). Notwithstanding any other term of this Network Services Agreement, under no circumstances shall a party's Privacy Officer be deemed to have authority to waive, alter, amend, modify or cancel any provision or provisions of this Network Services Agreement, unless such authority is provided to the other parties in writing, signed by an authorized signing officer of the party to be bound.

ARTICLE XIII – ADDITION OF PARTICIPANTS

13.1 Addition of Participants

Any organization that may from time to time become a party to the Data Sharing Agreement may also, subject to Section 2.1, become a party to this Network Services Agreement upon the execution of a Participant Agreement in the form attached hereto as Schedule B.

ARTICLE XIV - TERM AND TERMINATION

14.1 Term

This Network Services Agreement shall be effective as of the date all of the Original Participants have executed this Network Services Agreement and shall remain in effect for as long as any Services are provided by ONE CARE to any Participants provided that this Network Services Agreement may be terminated in accordance with the terms and conditions of this Article XIV.

14.2 Termination by ONE CARE

ONE CARE may terminate this Network Services Agreement on:

- (a) six (6) months written notice to the Participants; or
- (b) a date specified in a written notice to Participants from One Care that the LHIN intends to cease funding ONE CARE for the Services.

14.3 Participant Withdrawal

A Participant may withdraw from this Network Services Agreement on ninety (90) days written notice to ONE CARE:

- (a) if the Participant no longer receives funding from the LHIN for community support services; or
- (b) with the written permission of the LHIN.

14.4 Termination by Participants for Cause

The Participants, collectively but not severally, may terminate this Network Services Agreement immediately by giving notice of termination to ONE CARE in the event of:

- (a) any material breach by ONE CARE of, or any material failure of ONE CARE to perform substantially and in good faith, any of its material obligations to the Participants under this Network Services Agreement,

and ONE CARE has not commenced taking steps to rectify such breach or failure within thirty (30) days after the giving of written notice thereof by the Participants; and

- (b) the bankruptcy or insolvency of ONE CARE, or otherwise where: (i) ONE CARE makes an assignment for the benefit of creditors, files any notice or a petition in bankruptcy or makes a proposal under the *Bankruptcy and Insolvency Act* (Canada) or otherwise; ONE CARE admits the material allegations of any petition filed against it in any bankruptcy, reorganization or insolvency proceeding; (ii) ONE CARE petitions or applies to any court, tribunal or governmental agency of competent jurisdiction for the appointment of any receiver, trustee, liquidator or the like of it or all or a substantial part of its assets; (iii) ONE CARE commences a proceeding pursuant to the *Companies Creditors Arrangement Act* (Canada) or otherwise files any proceedings seeking reorganization or an arrangement with creditors; or (iv) ONE CARE takes any action for the purpose of effecting any of the foregoing.

14.5 Termination of Participants for Cause

- (a) ONE CARE may terminate a Participant from this Network Services Agreement if the Participant is in material breach of this Network Services Agreement and has not commenced taking steps to remedy the breach as are satisfactory to ONE CARE within thirty (30) days of receiving written notification of the breach from ONE CARE.

14.6 Obligations on Termination/Withdrawal

- (a) On termination or withdrawal of a Participant from this Network Services Agreement, that Participant shall be responsible for:
 - (i) all its own costs relating to the termination;
 - (ii) all costs incurred by ONE CARE and the remaining Participants in relation to or arising from the termination or withdrawal of the Participant; and
 - (iii) all costs related to the copying of the Participant's PHI from the Network to the Participant at the request of the Participant.
- (b) The Participants recognize that there is a need to provide for continuity of client service in the event of a termination or withdrawal of a Participant from this Network Services Agreement. For greater certainty, the Participants agree that any PHI stored on the Network at the date of termination or withdrawal of a Participant from this Network Services Agreement shall remain on the Network, unless the reason for the termination of the defaulting Participant is the reliability of the PHI.
- (c) A participant may receive a copy of the PHI for which the Participant is a HIC from the Network, if the Participant provides One Care with a written request not less than ninety (90) days in advance.

ARTICLE XV - LIMITATION OF LIABILITY

15.1 Disclaimer

- (a) The Participants acknowledge that ONE CARE's role as the Services provider is not in the ordinary course of its business and is being undertaken by ONE CARE in support of community support service care coordination. As such, the Participants agree that ONE CARE, its directors, officers, employees, volunteers or Subcontractors (the "**ONE CARE Parties**") shall not be held liable in relation to this Network Services Agreement except in circumstances where ONE CARE or the ONE CARE Parties have engaged in malicious conduct or has been grossly negligent in the delivery of the Services. In no event shall the ONE CARE Parties be liable regardless of the form of action, for any indirect, special, economic, incidental, exemplary or consequential damages (including without limitation lost profits, loss of business revenue or earnings, lost data, damages caused by delays or a failure to realize expected savings) suffered by any

Participant as a result of Services performed or not performed under this Network Services Agreement, whether or not the possibility of such loss or damages was disclosed to or reasonably could have been foreseen by ONE CARE. Each Participant acknowledges and agrees that the limitations, exclusions and disclaimers in this Network Services Agreement constitute an essential element of the Services.

- (b) ONE CARE and the ONE CARE Parties have no responsibility as to the accuracy of any data or information, including but not limited to any PHI, provided to it by any Participant.
- (c) In no event shall ONE CARE or the ONE CARE Parties be liable to any Participant for any theft or loss of PHI or any use, disclosure or access to PHI by or to unauthorized persons, unless due to ONE CARE's malicious conduct or gross negligence.
- (d) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS NETWORK SERVICES AGREEMENT WILL APPLY WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER KIND OF CIVIL OR STATUTORY LIABILITY CONNECTED WITH OR ARISING OUT OF THE SERVICES.
- (e) Each Participant shall indemnify and hold harmless ONE CARE and the ONE CARE Parties from and against all claims, demands, losses, damages, expenses, costs, actions, suits or proceedings that arise out of or are attributable to any acts or omissions, negligence of or breach of this Network Services Agreement by the Participant, its directors, officers, employees, volunteers and/or agents.

15.2 Application of Provisions

The foregoing provisions of this section shall apply in any cause of action including, without limitation, breach of contract, misrepresentation, negligence or other tort, whether or not there shall have been a fundamental breach or a breach of any fundamental provision of this Network Services Agreement by either party.

ARTICLE XVI - NOTICE

16.1 Required or Permitted Communications

Any demand, notice, direction or other communication required or permitted to be given hereunder or for the purposes hereof to a party hereto shall be in writing and shall be sufficiently made or given if delivered personally or by courier, or if sent by first class prepaid registered mail or if transmitted by facsimile or other similar means of electronic communication, addressed to the respective parties as set forth in Schedule A.

16.2 Deemed Receipt

Any communication, if delivered personally or by courier, shall be conclusively deemed to have been given and received on the date on which it was delivered at such address, provided that if such day is not a Business Day, or such delivery was not made within normal business hours, then the communication shall be conclusively deemed to have been given and received on the Business Day next following such day. Any communication mailed as aforesaid shall be conclusively deemed to have been given and received on the fourth Business Day following the date of its mailing in Canada, provided that if at the time of mailing or within four (4) Business Days thereafter, there occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any communication shall be delivered or transmitted by other means provided for in this section. Any communication given by facsimile or similar form of electronic communication shall be conclusively deemed to have been given and received on the date of its transmission, provided that if such day is not a Business Day or if it is not received within normal business hours on the date of its

transmission, then it shall be conclusively deemed to have been given and received on the first Business Day next following transmission thereof. Any party hereto may change any particulars of its address at any time and from time to time by written notice given to the other parties in accordance with this section.

ARTICLE XVII - GENERAL

17.1 Entire Agreement

With respect to its subject matter, this Network Services Agreement, including the Schedules hereto, contains the entire understanding of the parties and supersedes and replaces all previous Network Services Agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

17.2 Modifications, Amendments, Waivers and Forbearance

No waiver, alteration, amendment, modification, or cancellation of any of the provisions of this Network Services Agreement shall be binding upon the parties unless made in writing and duly signed by the parties.

17.3 Power and Authority

Each party represents and warrants to the others and acknowledges that the other parties are relying on such representations and warranties that:

- (a) it has the corporate power and authority and all governmental licences, authorizations, consents, registrations and approvals required as at the date hereof to enter into and perform its obligations under this Network Services Agreement; and
- (b) the entering into and the performance by the party of its obligations under this Network Services Agreement are within its powers and have been duly authorized by all necessary action on its part and are not in violation of any law, regulation, ordinance or decree having application to it as of the date hereof or of any agreement to which it is a party.

17.4 Further Assurances

Each of the parties hereto shall at its own expense and upon the request of another party hereto at any time and from time to time, promptly execute and deliver, or cause to be executed and delivered, all such further acknowledgements, consents, assurances and other documents, and promptly do, or cause to be done, all such further acts and things as that other party may reasonably request in order fully to effect the purposes of this Network Services Agreement.

17.5 Independent Contractor

The relationship of the parties hereunder shall be independent contractors. Nothing in this Network Services Agreement shall be construed so as to constitute a partnership between or joint venture of the parties nor shall any party be deemed the agent of another (except to the extent that ONE CARE is an Agent pursuant to this Network Services Agreement), or have the right to bind another party in any way without the prior written consent of such party.

17.6 Severability

If any term or condition of this Network Services Agreement or the application thereof, to any person or circumstances is to any extent invalid, illegal or unenforceable in any respect, the remainder of this Network

Services Agreement shall not be affected by the invalidity, illegality or unenforceability of the particular term or condition or the application thereof.

17.7 Governing Law

This Network Services Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Participants agree to submit to the exclusive jurisdiction of the courts of Ontario in any action or proceeding instituted under this Network Services Agreement.

17.8 Assignment and Integration

- (a) No party shall sell, assign, convey or transfer, by operation of law or otherwise, this Network Services Agreement or any of its rights or obligations hereunder, without the prior written consent ONE CARE, such consent not to be unreasonably withheld or delayed. Any such attempted sale, assignment, conveyance, transfer in violation hereof shall be void and of no force or effect.
- (b) Without limiting the generality of the foregoing, if a Participant intends to engage in an integration of its operations with another Participant or a non-Participant pursuant to the *Local Health System Integration Act, 2006* (LHSIA), the Participant shall provide ninety (90) days' notice to ONE CARE of its intention to integrate, or such lesser period as may be agreed by ONE CARE, and comply with any integration transition requirements prescribed by ONE CARE in relation to the Network. For greater certainty, nothing in this section shall limit or alter the obligations of the parties pursuant to Section 11.4.

17.9 Enurement

This Network Services Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

17.10 Injunctive Relief

Any party hereto shall be entitled to injunctive relief to prevent breaches of the provisions of Articles VI and VII hereof and to specifically enforce such provisions in addition to any other remedy to which the such party may be entitled at law or in equity.

17.11 Survival

Articles VI (Protection of PHI and Confidential Information), VII (Confidentiality and Privacy), Article XV (Limitation of Liability) and Section 14.6 (Obligations on Termination/Withdrawal) of this Network Services Agreement shall survive the termination of a Participant from this Network Services Agreement and the termination of this Network Services Agreement.

17.12 Force Majeure

No party shall be liable for any delay or failure in the performance of this Network Services Agreement if caused by an act of God or any factor beyond the reasonable control and not reasonably foreseeable by such party, or as the result of the failure of a third party to comply with its obligations and responsibilities to provide materials or information as specified within this Network Services Agreement. In such event, the affected party shall notify each other party as soon as possible of such force majeure condition and the estimated duration of such condition.

17.13 Counterparts

This Network Services Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one and the same agreement and notwithstanding their date of execution shall be deemed to be executed on the date first written above. The delivery of an executed counterpart copy of this Network Services Agreement by facsimile or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

IN WITNESS WHEREOF each of the parties has executed and delivered this Network Services Agreement by its duly authorized representative who has authority to bind the party to this Network Services Agreement.

)
) **ONE CARE HOME AND COMMUNITY**
) **SUPPORT SERVICES**
) Per: 
) Name: Kathy Scanlon
) Title: Executive Director
)
)
) Per: 
) Name: Bob Cook
) Title: Chair, Board of Directors
)
) I/We have the authority to bind the corporation

SCHEDULE A

PARTICIPANTS AND ADDRESSES FOR NOTICE

Participant	Address for Notice and Contact Person for Notice	Privacy Officer
St. Marys and Area Mobility Service	317 James St. South Box 2918 St. Marys, ON, N4X 1A6 Lauren Beer, Manager Phone: 519-284-0261 E-mail: lbeer@town.stmarys.on.ca Fax: 519-284-0261 Jim Aitcheson <i>Chairman</i>	Lauren Beer, Manager Phone: 519-284-4010 E-mail: lbeer@town.stmarys.on.ca Fax: 519-284-0261
Knollcrest Lodge	PO Box 453, 50 William Street. Milverton, Ont. N0K 1M0 Susan Rae, CEO 519-595-8121 ext 102	Heather Weir Phone: 519-595-8121 ext. 120 Fax: 519-595-8199 hweir@knollcrestlodge.com
Blue Water Rest Home	West Huron Care Centre / Blue Water Rest Home 37792 Zurich-Hensall Road, RR3 Zurich, Ontario N0M 2T0 Angie Dunn Chief Executive Officer Tele: 519.236.4373 ext. 630 Fax: 519.236.7685 Cell: 519.955.2117 www.bwrh.ca	Patty Groot Privacy Officer Phone: 519-236-4373 x631 Fax: 519-236-7685 p.groot@bluewaterresthome.com www.bwrh.ca
Ritz Lutheran Villa	Road 164 - #4118A RR#5 Mitchell, ON N0K 1N0 Jeff Renaud, Administrator	Jeff Renaud Privacy Officer 519-348-8612 ext. 223 jrenaud@ritzlutheranvilla.com
Alzheimer Society of Huron County Inc.	PO Box 639, 317 Huron Road Clinton, Ontario N0M 1L0 Cathy Ritsema, Executive Director and Philip McMillan, President 1-800-561-5012 Fax: 519-482-8692 Email: cathy@alzheimerhuron.on.ca	Amber Riehl Family Support Counsellor Phone: 519-482-1482 Fax: 519-482-8692 Email: amber@alzheimerhuron.on.ca

Participant	Address for Notice and Contact Person for Notice	Privacy Officer
Alzheimer Society of Perth County	1020 Ontario St., Stratford, Ontario N5A 6Z3 Debbie Deichert Executive Director 1-888-797-1882 Fax: 519-271-1231 Email: ddeichert@alzheimerperthcounty.com	Madeline Smith msmith@alzheimerperthcounty.com Phone: 519-271-1910
Victorian Order of Nurses for Canada-Ontario Branch	VON Canada 2315 St. Laurent Blvd, Suite 100 Ottawa, ON K1G 4J8 Brian Lyons	Michele Lawford General Counsel and Chief Privacy Officer Phone: 613-875-1237 Fax: 613-230-4376
Cheshire Homes of London Inc.	1111 Elias Street – Unit #2 London, ON N5W 5L1 Judi Fisher, Executive Director 519-439-4246 ext. 226 judi.fisher@cheshirelondon.ca	Justyna Borowiec Director of Community Support Phone: (519) 439-4246 ext. 228 Fax: 519-439-4815 Email: justyna.borowiec@cheshirelondon.ca
Dale Brain Injury Services Inc.	815 Shelbourne Street London, ON N5Z 4Z4 Sue Hillis, Executive Director 519-668-0023 ext. 101 shillis@daleservices.on.ca	Cassandra Taylor Phone: 519-668-0023 ext. 119 cassiet@daleservices.on.ca
Family Services Perth-Huron	142 Waterloo Street South Stratford, ON N5A 4B4 Susan Melkert, Executive Director Nick Forte, Board President	Steve Malcho Phone: 519-273-1020 Fax: 519-273-6993 smalcho@fsp.h.ca
Spruce Lodge Home Assistance Corporation	643 West Gore Street Stratford, ON N5A 1L4 Peter Bolland, Administrator	David Schlitt, Business Manager Email: davids@sprucelodge.on.ca Phone: 519-271-4090 ext 2220
The Corporation of the Town of St. Marys	PO Box 998 317 James St South St Marys, ON N4X 1B6 Brent Kittmer, CAO/Clerk	Trisha McKibbin, Director of Corporate Services/Deputy Clerk 175 Queen Street East, PO Box 998 St Marys, ON N4X 1B6 Phone: 519-284-2340 ext 241 Fax: 519-284-2881 tmckibbin@town.stmarys.on.ca

SCHEDULE B

PARTICIPANT AGREEMENT

This Participant Agreement is entered into by **[insert name]** ("Participant") as of the 29th day of September, 2017 (the "Effective Date").

The undersigned confirms that:

(a) it is a party to the Data Sharing Agreement (as defined in the Amended and Restated Network Services Agreement) and has provided to ONE CARE an executed copy of the Data Sharing Agreement; and

(b) it is a Health Information Custodian in accordance with PHIPA.

For good and sufficient consideration (the receipt of which is hereby acknowledged), the undersigned hereby agrees to become a party to the attached Amended and Restated Network Services Agreement effective as of the 29th day of September, 2017 (the "Network Services Agreement") entitled to all of the rights and subject to all of the liabilities and obligations imposed upon a Participant under the Network Services Agreement.

On execution of this Participant Agreement, the Participant shall be added to Schedule A of the Network Services Agreement listing all Participants and their addresses for notice.

IN WITNESS WHEREOF, this Participant Agreement has been executed by the Participant as of the Effective Date:

) **[Insert name of Participant]**
)
)
) Per: _____
) Name:
) Title:
)
)
) Per: _____
) Name:
) Title:
) I/We have the authority to bind the corporation

**SCHEDULE C
SERVICES**

Network Services

ONE CARE shall provide the following Network Services:

- (a) providing a virtual private network known as Total Health Care to enable the Participants to communicate PHI and other data to and from ONE CARE and between each other and providing secure facilities for communication of PHI to and from ONE CARE and third parties (the “**Network**”); and
- (b) as specifically agreed, providing computer hardware and software facilities to receive, store and transmit data including PHI.

Other Services

ONE CARE shall provide the following services as Agent for Participants:

- (a) maintaining database files on behalf of each Participant with respect to the PHI under that Participant’s custody or control;
- (b) prepare and communicate to Participants aggregate analyses and reports respecting the services provided to clients or patients of the Participants; and
- (c) as specifically directed by a Custodian Participant, communicate PHI under its custody or control to one or more other Participants and/or to their service providers and/or other Health Information Custodians.

SCHEDULE D

PLAIN LANGUAGE DESCRIPTION OF NETWORK SERVICES AND SECURITY

Network Services

As required in connection with the Services, ONE CARE shall provide the following information systems, information management and information technology services to enable the Participants to disclose PHI to one another and to third parties:

- providing a virtual private network to enable the Participants to communicate PHI and other data to and from ONE CARE and between each other and providing secure facilities for communication of PHI to and from ONE CARE and third parties; and
- as specifically agreed, providing computer hardware and software facilities to receive, store and transmit data including PHI.

Other Services

ONE CARE shall provide the following services as Agent for Participants:

- maintaining database files on behalf of each Participant with respect to the PHI under that Participant's custody or control;
- prepare and communicate to Participants aggregate analyses and reports respecting the services provided to clients or patients of the Participants; and
- as specifically directed by a Custodian Participant, communicate PHI under its custody or control to one or more other Participants and/or to their service providers and/or other Health Information Custodians.

It is ONE CARE Policy to:

- Ensure, to the best of our abilities collectively and individually, apply the principles of the CIA (Confidentiality, Integrity and Availability) triad to the information and services we provide.
- Demand individual accountability for unauthorized or inappropriate use, access, disclosure, destruction, modification, or interference with the normal operations and data flows of any service offered or owned by ONE CARE. Any person whom violates this policy, including employees, contractors, or managers may be disciplined up to and including immediate dismissal or termination of contract.
- Establish policies, procedures, and guidelines that will enable safeguards around PHI or other personal information, and ensure that ONE CARE adheres with HIPAA regulations and principles.
- Protect data and services that are part of business processes throughout their lifecycle.
- Establish and support an Information Security Management System that adheres to well- known standards and best practices.

SCHEDULE E



Total Health Care Agency Authority Form

IT-G-30011

The only official version of ONE CARE documents is the on-line version.

Purpose of this Form:

Individuals listed on this form need to be authorized by their agency, to allow them to manage user access to Total Health Care and support ongoing Total Health Care operations. This form is used to add, change, and remove information related to the agency's User Authority and Privacy Officer roles.

Agency Authority Definitions:

User Authority (UA) – is responsible to authorize additions/deletions/changes to User Accounts. Requests password resets and reactivations.

Privacy Officer (PO) – individual who is identified as the privacy contact on the Data Sharing Agreement (DSA) and has the same responsibilities as the UA.

Two User Authorities must be named.

SECTION A: AGENCY INFORMATION

Agency Name:

Agency ID:

Address:

SECTION B: REQUEST TYPES

1 <input type="checkbox"/>	Add Individual(s)	Complete Section C
2 <input type="checkbox"/>	Update Information for Individual(s)	Complete Section D
3 <input type="checkbox"/>	Remove Individual(s)	Complete Section E

SECTION C: ADD INDIVIDUAL(S) TO AGENCY AUTHORITY ROLE(S)

Add Individual	Name	Email	Telephone
<input type="checkbox"/> UA			

UA Signature:

<input type="checkbox"/> UA			
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UA Signature:

<input type="checkbox"/> PO			
-----------------------------	--	--	--

PO Signature:

SECTION D: UPDATE INFORMATION FOR INDIVIDUAL(S)

Contact Information Type	Previous Information	New Information
Agency Authority Role		
Name		
Email Address		
Telephone		
Signature (Required for Name Change)		

SECTION E: REMOVE INDIVIDUAL(S)

Authority Role	Name	Email	Telephone

AGENCY SIGNATURES REQUIRED

Where addition(s), change(s) or removal(s) are made with respect to the UA, the PO must sign to authorize the change.

PO Name	
PO Email	
PO Telephone	
PO Signature	
Date	

All other changes can be made by the UA

UA Name

UA Email

UA Telephone

UA Signature

Date

Please complete this form , have it signed and submit this form electronically to

THCAccess@onecaresupport.ca

SCHEDULE F
USER AGREEMENT

A user account with Total Health Care (“**THC**”) allows authorized personnel to access data on the THC database housed by ONE CARE. This agreement outlines the responsibilities that accompany THC access. Possession of a user account entails responsibility for all users whose data is accessible through THC.

You acknowledge that you have been granted access to the THC in connection with your responsibilities and duties. In being granted access to the THC, you may have access to certain health records relating to clients of one or more health information custodians (“**custodians**”) which are now or may hereafter be participating in the THC.

In consideration of being granted access to personal health information (“**PHI**”) of clients through the THC by your employer, you agree that:

1. You will comply with all relevant laws, including the *Personal Health Information Protection Act, 2004*.
2. You will access and use personal information and PHI from THC only for the purposes of providing health care (or assisting in the provision of health care) to the individual to whom the PHI belongs (the “**Client**”). Furthermore, you will limit any access and use, to what is necessary for these purposes. You will not access the PHI of your family members, friends or colleagues.
3. You will maintain the confidentiality of all data in THC, and will not communicate this data to any other person except within the “circle of care” for the Client.
4. You will ensure that you have express consent of the Client before collecting and using personal information or PHI from an agency that is not a custodian or disclosing PHI to an agency that is not a custodian.
5. If you become aware that the Client (or the Client's substitute decision-maker) has withheld or withdrawn consent for the collection, use or disclosure of the Client's PHI, you will cease all access, use and disclosure of this PHI. You will advise your employer’s Privacy Officer, immediately.
6. If you transcribe, print or duplicate a Client's record (or any portion of it) from THC you will ensure that this information is either:
 - a) maintained in the hard copy health record of the Client, or
 - b) disposed of in a secure manner in accordance with your employer’s procedures.
7. You will not disclose your user name or password. You will not use any other person’s user name or password.
8. You will keep your computer access codes (user name and password) or access devices secure and will not share them with others. You will promptly log out of the THC when leaving your work station. You will not circumvent the security features designed into the system.
9. You will access THC in accordance with these Terms and Conditions and any other conditions, policies and procedures that are required by your employer.
10. You understand that in agreeing to these Terms and Conditions, you are entering into a binding legal agreement with your employer and each of the Participants in the THC.

YOU UNDERSTAND that each and every access to the THC is electronically captured and logged. Random, as well as targeted audits are conducted on a regular basis. Should a potential breach of the privacy policies be suspected, a formal breach investigation will be initiated and your access rights to the THC may be temporarily

suspended pending the outcome of the investigation. You understand that one of the other custodians may undertake an investigation and the results of the investigative activities may be shared with my employer.

In the event that you breach any of the provisions of this agreement, you may be subject to disciplinary and/or legal actions up to (and including) dismissal. If these actions result in the suspension or revocation of your right to access Personal Information and PHI in THC as an Authorized User, the health care organizations participating in the THC arrangement will be advised of the actions, as well as the rationale behind them.

Name of Authorized User (Print)

Signature of Authorized User Date

Sign above and forward to THCAccess@onecaresupport.ca along with completed User Account Management Request Form. Retain a copy for agency records.