

# CONFIDENTIAL

## INFORMATION MANAGEMENT AGREEMENT

This Information Management Agreement (“**IMA**”) is made as of \_\_\_\_\_ (the “**Effective Date**”) between \_\_\_\_\_ a health services provider holding a license issued by a regulatory college in Alberta (“**you**” or “**the Custodian**”) and Dialogue Health Technologies Inc., a corporation legally constituted, having its head office at 390 Notre-Dame W, Suite 200, Montreal QC, H2Y 1T9 (“**Dialogue**”).

### **PREAMBLE**

**WHEREAS** you have entered into an independent contractor agreement or any other type of employment or service agreement with Dialogue (“**Service Agreement**”);

**WHEREAS**, pursuant to the Service Agreement, you have agreed to provide at least some Health Services (as defined below) to individual end users, some of which may reside in the province of Alberta (“**Users**”) through Dialogue’s integrated virtual care platform (“**Platform**”) or any other means agreed upon by you and Dialogue;

**WHEREAS**, in the context of the Health Services provided, you may be required to collect, store and disclose Health Information (as defined below) pertaining to Users;

**WHEREAS**, in the province of Alberta, you are considered a Custodian (as defined below) of Health Information under the Alberta Health Information Act;

**WHEREAS**, to support you in the provision of Health Services, Dialogue agrees to provide you as well as other Health Services Providers with certain services, including Information Management Services defined in Schedule “A”, all in accordance with Applicable Privacy Legislation;

**WHEREAS**, in providing Information Management Services to you, Dialogue may be required to collect, store, retrieve, dispose or otherwise process Health Information in your custody or control;

**WHEREAS**, you and Dialogue both wish to ensure that any processing of Health Information in connection with the Information Management Services complies with the requirements of Applicable Privacy Legislation;

**WHEREAS**, you and Dialogue both wish to enter into this IMA agreement for the purpose of establishing the rules governing the collection, storage, and disclosure of Health Information by Dialogue, as Information Manager, and the terms upon which you may access, use or disclose stored health information, all in compliance with Applicable Privacy Legislation;

### **YOU AND DIALOGUE AGREE AS FOLLOWS:**

#### **1. DEFINITIONS**

In this Information Management Agreement (“**IMA**”):

- **“Applicable Privacy Legislation”** means the applicable privacy statutes and regulations that govern the processing of personal information in the provision of health care. In Alberta, this includes the Alberta *Health Information Act* and its regulations as may be amended from time to time;
- **“Applicable Privacy Regulator”** means a privacy regulator with jurisdiction under Applicable Privacy Legislation. In Alberta, this refers to the Information and Privacy Commissioner appointed under Part 4 of the Alberta *Freedom of Information and Protection of Privacy Act*;
- **“Privacy Officer”** means the individual who has been designated to act on as Dialogue’s Privacy Officer from time to time;
- **“Claim”** has the meaning set out under Section 7(a);
- **“Custodian”** means a person who has custody or control of Health Information as defined as a “custodian” or “trustee” in Applicable Privacy Legislation. In Alberta, this include health services providers who are designated in the Alberta Health Information Regulations as a “custodian”;
- **“De-identify”** means, in relation to Health Information, to remove any information that identifies the individual or for which it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify the individual (including by aggregating and anonymizing Health Information). This includes creating non-identifying health information;
- **“Effective Date”** means the date from which the IMA is applicable to a Health Services Provider and correlates with the date at which that Health Services Provider has acknowledged and agreed to the terms of the IMA;
- **“Health Information”** means health information about an identifiable individual as defined as “health information” or “personal health information” in Applicable Privacy Legislation. Specifically in Alberta, “health information” refers to diagnostic, treatment and care information and/or registration information;
- **“Health Services”** means a service that is provided to an individual for any of the following purposes: protecting, promoting or maintaining physical and mental health; preventing illness; diagnosing and treating illness; rehabilitation; caring for the health needs of the ill, disabled, injured or dying;
- **“Health Services Provider”** means means Custodians who have entered into an IMA with Dialogue and includes those health services providers who may become Health Services Providers in the future;
- **“Information Management Services”** has the meaning set out in Schedule “A”;
- **“Information Manager”** means Dialogue;

- **“Medical Record”** means a record of Health Information;
- **“Platform”** has the meaning set out in the Preamble;
- **“Privacy Policy”** means the privacy policy available on Dialogue’s website;
- **“Privacy Program”** has the meaning set out in Section 5(a);
- **“Pseudonymize”** means to modify Health Information in a way that the information no longer allows the individual to be directly identified;
- **“Security Incident”** means any loss or theft of, or unauthorized access to, use or disclosure of individually identifying Health Information;
- **“Security Safeguards”** has the meaning set out under Section 4(c);
- **“Service Agreement”** has the meaning set out in the preamble;
- **“Standards of Practice”** means the applicable standards and guidelines published by the applicable professional and regulatory bodies representing the minimum standards of professional behavior and good practice expected of the Health Services Provider, as amended or supplemented from time to time;
- **“Successor Custodian(s)”** means the Custodian(s) designated by the Privacy Officer to take on the custodianship responsibilities of another Custodian in the event they is unable for any reasons to continue as Custodian during the term of their Service Agreement or following the termination of his Service Agreement under Section 6 of this IMA or otherwise;
- **“Third Parties”** means individuals or other entities who are not party to this Information Management Agreement;
- **“User”** has the meaning set out in the preamble.

## 2. GUIDING PRINCIPLES

- (a) This IMA is intended to establish the rules governing the collection, storage, and disclosure of health information by the Information Manager and the terms upon which the Custodian may access, use or disclose stored health information, all in compliance with section 66 of the Alberta Health Information Act.
- (b) The guiding principles of this IMA are those found in the Alberta Health Information Act, including the use and disclosure of the least amount of health information necessary to achieve the purposes.

### 3. CUSTODIAN OBLIGATIONS

(a) In connection with the provision of the Health Services, you understand that the following obligations already apply to you by virtue of your status as Custodian under Applicable Privacy Legislation and that you are already bound to comply with them, notably by virtue of your Service Agreement:

- comply with Applicable Privacy Legislation;
- comply with all privacy policies and programs created by us, as may be amended from time to time, including the Privacy Program;
- access, use and disclose Health Information only as required to perform the Health Services in accordance with this IMA, Applicable Privacy Legislation and other applicable legislation and regulations;
- collect, store, access, use and disclose the minimum Health Information necessary to provide the Health Services;
- to the extent necessary to process Health Information outside of the Platform, implement appropriate physical, organizational and technological security measures to protect the Health Information against such risks as unauthorized access, use, disclosure, destruction, loss, theft or alteration, including, without limitation, secure storage, retention and disposal of Health Information;
- limit access to the Health Information to those who require access (including in relation to other Health Services Providers) and who are bound by obligations of confidentiality and information security in respect of the Health Information;
- ensure Health Information is as accurate and complete as necessary to provide the Health Services;
- cooperate with us to respond to User requests for access to, amendment, correction or disclosure of Health Information contributed by you; and
- complete all training required by us with respect to privacy and the access, use and disclosure of Health Information.

(b) you shall also report to the Privacy Officer as soon as possible of any:

- known or suspected Security Incident;
- breach of your obligations under this IMA or Applicable Privacy Legislation;
- issue with the accuracy or integrity of Health Information;

- enquiry received from a User or a third party relating to, among other things, the User's right to access, modify or correct Health Information;
  - disclosure of Health Information you may make, including the name of the person to whom you disclose the Health Information, the date and the purpose of the disclosure and a description of the Health Information disclosed;
  - complaint relating to the handling of Health Information; or
  - order, demand, warrant or any other document purporting to compel the production of any Health Information.
- (c) Upon notifying us of any of the events listed at (b), you shall work with us to respond in accordance with the terms of this IMA, the Service Agreement, Applicable Privacy Legislation and other applicable laws or regulations.

#### 4. INFORMATION MANAGER APPOINTMENT AND GENERAL OBLIGATIONS

- (a) **Appointment:** Through this IMA, you agree to appoint Dialogue as your Information Manager and accordingly, that we shall provide you with the Information Management Services. You further consent to the release of Health Information to us in accordance with and for the purposes outlined in this IMA.
- (b) **Compliance:** In connection with our provision of the Information Management Services, we shall comply with (i) Applicable Privacy Legislation; (ii) the Privacy Policy; (iii) the Privacy Program; and (iv) this IMA (including the Security Safeguards, defined below) as well as recognized best practices in healthcare and processing of Health Information.
- (c) **Implementation of Security Safeguards:** We shall implement and maintain administrative, technical and physical safeguards to protect Health Information against such risks as unauthorized access, use, disclosure, destruction, loss, theft, alteration or unavailability, including, without limitation, the safeguarding obligations expressly required by Applicable Privacy Legislation ("**Security Safeguards**").

At least once annually, we shall assess the Security Safeguards in respect of (i) the confidentiality of the Health Information and the privacy of the individuals who are the subject of the information; (ii) any reasonably anticipated threat or hazard to the security or integrity of Health Information or to the loss of the Health Information; and (iii) any unauthorized use, disclosure or loss or theft of the Health Information or unauthorized access to the Health Information.

- (d) **Confidentiality:** We shall take reasonable steps in accordance with Applicable Privacy Legislation to treat Health Information as confidential and will limit access to the Health Information to our employees, contractors or subcontractors who require access in order to provide the Information Management Services and who are bound by obligations of confidentiality and information security in respect of the Health Information that are at least as restrictive as those imposed on us under this IMA.

- (e) **Storage and disclosure:** We shall store and disclose Health Information strictly in accordance with the terms of the IMA, Applicable Privacy Legislation and any other applicable legislation and will not allow access to stored health information to any person other than for the purposes referenced in this IMA or without User's written consent.
- (f) **Limitation principle:** We will limit our collection, use and disclosure of Health Information to the minimum extent necessary in the circumstances to carry out the intended purposes.
- (g) **Purpose for collection, use and disclosure:** We shall collect, use and disclose Health Information, including Medical Records, to provide the Information Management Services and otherwise in accordance with the Privacy Policy, instructions provided by you, any wish expressed by the User or as required by applicable law or regulations.
- (h) **Disclosure to Health Services Providers and Third Parties:** We may disclose to other Health Services Providers or Third Parties for the following purposes, to the extent required or authorized under Applicable Privacy Legislation:
- to facilitate the provision of Health Services to Users;
  - for clinical practice audits initiated by the professional regulatory body or other regulatory compliance agencies;
  - to comply with any court order, legal proceeding or other legislative or regulatory requirement;
  - for research or statistical purposes conducted only on anonymized or aggregate Health Information; and
- (i) **De-Identification :** We shall de-identify, aggregate or anonymize Health Information as permitted by Applicable Privacy Legislation. As so permitted, we shall use such de-identified, aggregated or anonymized information for product development, services quality checks (i.e. continuous improvement of quality and efficiency of care) or research purposes (such as medical research and studies).
- (j) **Pseudonymization:** With Users' consent, we shall pseudonymize Health Information and use it for data analytics purposes, including by combining our pseudonymized information with other pseudonymized datasets (for example, provided by our clients), and we shall create de-identified, aggregated or anonymized reports basis based on such analysis. As so permitted by Applicable Privacy Legislation, we shall share such de-identified, aggregated or anonymized information with our clients for reporting purposes, including usage of our services, and with third party service providers for use in creating marketing materials, case studies and statistical analyses or for research purposes (such as medical research and studies). We may do the above without further authorization and shall comply with any requirements set out in Applicable Privacy Legislation (including any prohibition on data matching).
- (k) **Transfer to service providers:** We may transfer Health Information to third party service providers or provide third party service providers with access to Health Information, to the extent necessary to assist us with the provision of Information Management Services, provided such third party service providers are bound by obligations of confidentiality and information security in respect of the Health Information

that are at least as restrictive as those imposed on us under this IMA, including the requirement to not send, transmit or store any Health Information outside of Canada.

- (l) **Storage within Canada:** Medical Records will be stored on servers physically located in Canada. We will make reasonable efforts to not send or transmit any Health Information outside of Canada. The only circumstances in which Medical Records and other Health Information may be temporarily viewed, accessed, used or transferred outside of Canada is insofar as such is necessary for installing, implementing, maintaining, repairing, troubleshooting or upgrading the Information Management Services or for data recovery purposes.
- (m) **Retention:** We will retain the Health Information in compliance with Applicable Privacy Legislation, other applicable laws, and professional guidelines/standards of practice. Once Health Information is no longer required to be retained for these purposes, the Health Information will be securely erased, destroyed or de-identified as mandated by law in accordance with our Privacy Program, as updated from time to time.

Health Information will be maintained for a period of at least ten (10) years following the date of last service for adult clients, and at least ten (10) years or two (2) years past the client's age of majority for minor clients in order to enable you to meet your professional record keeping requirements.

- (n) **Monitoring by Custodian:** To facilitate your monitoring of our obligations under the IMA, we will confirm our compliance with the IMA in writing to you and to other Health Services Providers at least once a year. In the interim, we will notify you of any breach of our obligations under the IMA as soon as practicable.

On request, we shall provide you with access to our records related to the provision of Information Management Services to the extent necessary for the purposes of monitoring our compliance with this IMA, subject to operational constraints and, in the event that any such monitoring reveals that we are non-compliant with our obligations under this IMA, to promptly bring ourselves into compliance.

## 5. INFORMATION MANAGER DUTIES

### (a) Privacy Policies and Procedures

Pursuant to this IMA, we shall develop, implement and monitor compliance with privacy, security, and other information management policies, practices and procedures, as required by Applicable Privacy Legislation ("**Privacy Program**"). The Privacy Program will be made available to you upon request to the Privacy and Security Committee.

The Privacy Program may include policies, practices and procedures related the following: privacy accountability, access to Health Information, tracking and responding to access and correction requests, training, awareness and sanctions, collection, use and disclosure of Health Information and notice and communication plans regarding same, research requests, handling of Health Information by third parties, privacy impact assessments, records retention and disposition, information classification, risk assessment, physical security of data and equipment, network and communications

security, access controls, monitoring and audit, incident response, business continuity and change control, all as required to meet the Custodian's obligations under Applicable Privacy Legislation.

Custodians will be informed and provided with a reasonable opportunity to provide observations regarding any material changes to the Privacy Program that affects their rights or obligations as Custodians under Applicable Privacy Legislation.

(b) Privacy Impact Assessments

We shall conduct Privacy Impact Assessments ("**PIAs**") and submit such PIAs to Applicable Privacy Regulators on your behalf, all as and when required under Applicable Privacy Legislation. Prior to submitting the PIA, we will provide you with a copy of the PIA and ask that you review, provide feedback and subject to any feedback, and sign-off of the PIA within a reasonable time, which will be indicated with the submission.

We will provide you with access to our records to the extent necessary for the purpose of reviewing the proposed PIA, when requested.

In the event that you fail to review or sign-off of the proposed PIA in the proposed time, you will be responsible for preparing and submitting your own PIA, in order to comply with Applicable Privacy Legislation.

(c) Third Party Service Provider Agreements

You authorize us to enter into agreements with third party service providers, including third party service providers in Canadian jurisdictions outside of the province in which you are to provide Health Services, who may process Health Information in connection with the provision of Information Management Services under this IMA.

Each agreement with a third party service provider shall (i) impose obligations on the third party service provider that are substantially similar to those imposed on us under this IMA, including comparable Health Information safeguarding obligations and restrictions on the collection, use and disclosure of Health Information to that which is necessary to perform the services on our behalf only; (ii) provide for the Custodians to retain control over the Health Information; (iii) address the risks associated with the storage, use or disclosure of the Health Information; (iv) include a right to monitor the third party service provider's compliance with the terms of the agreement; (v) include remedies to address any non-compliance with or breach of the terms of the agreement; and (vi) otherwise comply with Applicable Privacy Legislation.

(d) User Requests

We shall process and address any and all requests for access to, amendment or correction of a User's Health Information made by the User or their authorized representative, with Applicable Privacy Legislation and with the Privacy Program; provided, however, that before any Health Information contributed by you is released to the User or their legal representative or before any amendments or corrections are made, we will consult with you or a person delegated by you to ensure that the release,



amendment or correction of such Health Information is not contrary to Applicable Privacy Legislation and applicable Standards of Practice.

(e) Research Requests

In relation to the Health Services, we shall respond to any research applications in accordance with Applicable Privacy Legislation, including obtaining any required consents from Users. Prior to responding to a research application which concerns Health Information contributed by you, we shall notify you.

We will work with the Privacy Officer to determine whether to disclose the requested Health Information or perform data matching or other services to facilitate the research and, where a decision is made to so disclose or perform data matching or other services, we shall impose certain obligations on the researcher as required by Applicable Privacy Legislation and to enter into an agreement with the researcher on your behalf that meets the requirements set out in Applicable Privacy Legislation.

The Privacy Officer shall inform Custodians about any positive response to a research request.

(f) Communicating with Applicable Privacy Regulators

In connection with the Health Services, we shall communicate with Applicable Privacy Regulators on your behalf in response to a complaint, inquiry, review, or request involving the processing of Health Information. You will be informed and provided with draft responses for comment by the Privacy Officer, where applicable.

(g) Security Incident Response

We shall investigate and respond to any Security Incident involving Health Information on your behalf in respect with our Incident Response policy. Upon becoming aware of a Security Incident, we will notify you of the Security Incident as soon as practicable and, under the leadership of the Privacy Officer, engage in any or all of the following: remediating the Security Incident, notifying affected individuals, regulators and other organizations, ensuring that all factors relating to a risk of harm assessment are appropriately considered, and otherwise complying with obligations under Applicable Privacy Legislation.

Specifically in Alberta, we shall notify, on your behalf, the Privacy Commissioner, the Alberta Minister of Health and the individual(s) who are the subjects of the Health Information if we consider that the Security Incident presents a risk of harm to an individual, after having considered all factors prescribed by the Alberta Health Information Act and its regulation.

In certain exceptional circumstances, we may refrain from notifying an individual of a Security Incident if it can reasonably be expected to result in a risk of harm to an individual's mental or physical health. In such a case, and where required by Applicable Privacy Legislation, we will notify you and give notice to the regulators of the decision not to give notice to the individual, and the reasons for the decision.

Any communication with the Applicable Privacy Regulator, the Alberta Minister of Health, or the individual(s) who are subjects of the Health Information that must be signed by you will be provided to you in draft form and you will be given a reasonable opportunity to review, comment and approve the communication.

(h) Disclosure of Health Information and User's expressed wishes

When disclosing information on your behalf, we shall make reasonable efforts to ensure that User's expressed wishes are upheld. We shall also make reasonable efforts to ensure that the person to whom the disclosure is made is the person intended and authorized to receive the information.

Based on the information provided to us, we shall ensure proper notation of disclosure of identifying Health Information. Notation of disclosure shall contain the name of the person to whom Health Information is disclosed, the date and the purpose of disclosure and a description of the information disclosed. The notation of disclosure shall be retained for the period prescribed by Applicable Privacy Legislation. In Alberta, we shall retain disclosure information for a period of 10 years.

In Alberta, we undertake not to use any non-identifying health information you may disclose to us for "data matching" without first informing the Office of the Information and Privacy Commissioner of Alberta.

## **6. TERM AND TERMINATION**

- (a) This IMA shall remain in full force and effect until (i) such time as the Service Agreement remains in effect or (2) is terminated by either party upon sixty (60) days written notice of termination provided to the other Party.

In the latter case, provided your Service Agreement remains in effect and you continue to provide Health Services to Users, you agree to provide us with a detailed account of the way in which you intend to administer your obligations under Applicable Privacy Legislation and acknowledge that you will retain sole liability for any Claim which may arise in connection with Applicable Privacy Legislation.

- (b) In the case of termination of this IMA, you shall:

- in advance of the effective date of the termination, execute any documentation required or necessary to allow for the transfer of custodianship of Health Information contributed by you to the Successor Custodian(s), unless the User whose Health Information is being transferred provides alternative written instructions, in which case we will take reasonable steps to coordinate the transfer of a copy of the User's Health Information in accordance with the User's instructions; and
- upon termination, be entitled to receive a copy of all Health Information in the Medical Record(s) that you either contributed to or which was available in the Medical Record at the time that you last viewed the Medical Record, within 30 days of making a written request subject to reasonable costs associated with the

fulfillment of your request.

- (c) Upon termination of this IMA by Dialogue, if you elect to work with another Information Manager, we shall collaborate to transfer all the information which is the subject of this IMA to another Information Manager, subject to your consent, which shall not be unreasonably withheld.

## **7. REMEDIES**

- (a) We shall indemnify, defend and hold you harmless from and against any and all claims, penalties, fines, costs, expenses, damages, injuries, losses or liability of any nature or kind suffered or incurred arising directly from a claim by a third party alleging that we have breached our obligations under Applicable Privacy Legislation (“**Claim**”), except to the extent the Claim results from your negligence or willful misconduct or a breach of your obligations under this IMA.
- (b) You shall promptly give us notice of any Claim, provided that the delay of or failure to give such notice will not affect your rights hereunder except to the extent we have been prejudiced by reason of such delay or failure.
- (c) Except where it is found, by a court of law or competent tribunal, that Dialogue has committed fraud or negligence in breaching its obligations under this IMA, our aggregate liability or obligations to you with respect to the indemnity in (a) will not exceed the total aggregate compensation you receive as compensation pursuant to your Service Agreement.

## **8. FINAL PROVISIONS**

- (a) You understand and agree that we offer Information Management Services to other Healthcare Services Providers and that we may, as such, collect Health Information from them for the same purposes as those listed in this IMA.
- (b) We may provide products, services and features to Users other than Health Services, including allied health practitioner services and access to lawyers and financial services providers. You acknowledge and agree that we control and are accountable for personal information collected in the course of providing these products, services and features.
- (c) You acknowledge that this IMA does not apply to you in respect of services that are not Health Services or to information relating to these other services.

**BY SIGNING, YOU CONFIRM YOUR WILLINGNESS TO PARTAKE IN DIALOGUE’S INFORMATION MANAGEMENT PROGRAM ACCORDING TO THE TERMS SET OUT IN THE IMA AND TO DESIGNATE DIALOGUE AS YOUR INFORMATION MANAGER AS PER THOSE TERMS :**

**CUSTODIAN**

By: \_\_\_\_\_

**Legal name:**

**Title:**

**License # :**

Date: \_\_\_\_\_

**DIALOGUE HEALTH TECHNOLOGIES**

By: \_\_\_\_\_

**Name:** Marc Robin

**Title:** Medical Director

Date: \_\_\_\_\_

## **SCHEDULE "A"**

### **Information Management Services**

- 1) Access to Dialogue's software platform, its electronic medical record systems and related information technology including text-based, audio and video consultation technology and any associated technological updates;
- 2) Information management, administrative and clinical support services and staff, including maintenance, quality control, quality improvement and support;
- 3) Where applicable, data transformation services, which may include stripping, encoding or otherwise transforming individually identifying Health Information.