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**Mosaic Primary Care Network**Data Sharing Agreement

Date: November 2015

Clinic Name: Clinic ABC

Physician Name: <Physician A>

**Data Sharing Agreement Executive Summary**

The Data Sharing Agreement (DSA) represents the legal authorization under the Heath Information Act of Alberta to exchange health information between individual physicians and the Mosaic Primary Care Network (MPCN). No legal barrier to sharing health data between physicians and PCNs exist and all Calgary PCNs have started to sign data sharing agreements with their member physicians.

The DSA is a core requirement for PCNs to enable them to evaluate the effect of PCN resources and services thereby allowing them to demonstrate their impact on Primary Care to governing bodies.The approachMPCN is proposing however will also focus on the benefit to individual physicians by offering business intelligence support in the future.

The primary aspect of the DSA is to describe the responsibilities of the MPCN and the respective physician.

The key points of the DSA are:

* Data can only be used for improving health safety and health quality (the Specified Purpose);
* The MPCN shall comply with all Health Information Act (HIA) regulations;
* Data can only be shared in a manner compliant with an Office of the Information and Privacy Commissioner (OIPC) accepted Privacy Impact Assessment (PIA);
* Data may be shared with third parties specifically for the purpose of measuring the impact of MPCN programs and must be authorized by the respective physician;
* Data Linkage permissions to be established with Alberta Health, Alberta Health Services, Health Quality Council of Alberta and Canadian Primary Care Sentinel Surveillance Network in an amendment to the existing PIA; and
* Any published reports shall not allow for the disclosure of individual physicians or patients.

It is the aim of the MPCN, wherever possible, to implement processes to automatically transfer the data between the physician’s EMR and the MPCN. This would be a background process that would not add any additional work to the physicians or their clinic. We are currently exploring the specific technical options for this and are in discussion with EMR vendors.

**Contents**

1. Data Sharing Agreement Executive Summary 1
2. Contents 2
3. Glossary 2
4. Data Sharing Agreement 3
5. SCHEDULE 1 7
6. SCHEDULE 2 .9
7. Data Linking 10
8. Data Linkage Permissions 11

**Glossary**

AH Alberta Health (Ministry)

AHS. Alberta Health Services (Service Provider)

CPCSSN Canadian Primary Care Sentinel Surveillance Network

DSA Data Sharing Agreement

HISCA Health Information Standards Committee for Alberta

HQCA Health Quality Council of Alberta

HIA Health Information Act of Alberta

PCN Primary Care Network

PIA Privacy Impact Assessment

MPCN Mosaic Primary Care Network

<DATE>

Between

Dr. <Physician A>

And

The Mosaic Primary Care Network (MPCN)

MPCN has requested information described in Schedule 1 for the purpose of evaluating patient outcomes and improving health safety and health service quality within the MPCN programs and services (the ‘Specified Purpose’); and

<Physician A> has agreed to disclose the information to the MPCN for the Specified Purpose; and

MPCN has submitted a Privacy Impact Assessment (the ‘PIA’) addressing the disclosure of data by <Physician A> to the MPCN and this PIA has been accepted by the Office of the Information and Privacy Commissioner (OIPC) of Alberta.

<Physician A> is authorized by sections 35(1)(a) and 36(a) of the Health Information Act (the ‘HIA’) to make disclosures under this agreement.

The parties agree as follows:

**General**

Schedules 1 and 2 are incorporated into this document and deemed to be part hereof.

**Responsibilities of <Physician A>**

1. <Physician A> shall provide the MPCN with the information and permission in the form and manner described in Schedule 1.
2. <Physician A> shall make all reasonable efforts to ensure accuracy, completeness and timeliness of the data described in Schedule 1 including working with the MPCN to develop and implement protocols to maximize the use of the EMR for the Specified Purpose.

**Responsibilities of the MPCN**

1. The MPCN shall comply with the HIA, the regulations made under the HIA and the terms and conditions of this agreement with respect to information disclosed by <Physician A>.
2. Any use of the information for any purpose other than that set out in this agreement is prohibited unless such use has been expressly authorized by <Physician A> in writing prior to the use. This limitation shall survive the termination of this agreement.
3. The MPCN shall ensure its employees, agents, contractors or any other person that has access to the information as a result of its relationship with the MPCN uses the information solely for the Specified Purpose and as described in this agreement.
4. The MPCN shall not disclose the information to a third party without prior written consent by <Physician A>.
5. The MPCN shall protect the information against such risks as unauthorized access, use, disclosure, loss or alteration and shall limit access to information only to those employees, agents or contractors who have a need to know.
6. Notwithstanding the above clause E, the MPCN may publish results generated from its use of the information if the names and identities of any persons are thereby not revealed or made identifiable.
7. Notwithstanding the above clause E, the MPCN may generate results from its use of the information for its partner PCNs and governing bodies if comparative results of <Physician A> and other Physicians are not revealed or made identifiable in the report and the report is not shared with a third party, other than those authorized through the Data Linkage Permissions, without prior written permission of <Physician A>.
8. The MPCN shall fully investigate any occurrence of data security breaches and report findings to the OIPC. Furthermore, the MPCN shall ensure all appropriate actions have been undertaken to mitigate risks of future security breaches.
9. The MPCN may perform data matching on the information in accordance with the purpose outlined in the PIA #000665 accepted by the Information and Privacy Commissioner in September 2015.
10. Data matching for any purpose other than that set out in the PIA must be performed in accordance with the requirements of section 70 of the HIA, including the submission of a new or amended PIA as required.
11. If the MPCN becomes aware that any term or condition contained in this agreement is breached it shall immediately notify <Physician A> in writing.

**Representatives**

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

In the case of <Physician A>, c/o :

**Dr. Physician A**

**123 ABC Medical Centre**

**123 4th Ave. SE Calgary, AB A1B 2C3**

In the case of the MPCN, c/o

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| --- | --- | --- |
| **Peter Rymkiewicz, MSc., Bcomm**  **Director of Evaluation and Measurement**  **Mosaic Primary Care Network**  **#306-2675 36 St. NE Calgary, AB T1Y 6H6**  **Tel: 587.437.3760**  **Email: Peter.Rymkiewicz@mosaicpcn.ca** | **-or-** | **Sonia Tassone, B.Soc.Sc., CIAPP-C**  **Privacy Officer Mosaic Primary Care Network**  **#306-2675 36 St. NE Calgary, AB T1Y 6H6**  **Tel: 403.869.4122**  **Email: Sonia.Tassone@mosaicpcn.ca** |

The MPCN acknowledges and agrees that information provided by <Physician A> under this agreement is provided on an ‘as is’ and ‘as available’ basis and without any warranty or representation as to its fitness for any purpose or to its completeness, accuracy and reliability.

**Term and Termination**

1. This agreement shall take effect on the date of the signature by the parties and shall continue until terminated.
2. <Physician A> may terminate this agreement by giving prior written notice to the MPCN if <Physician A> has reasonable and documented grounds for believing this agreement has been breached.
3. This agreement may otherwise be terminated by either party giving a minimum of 30 days notice to either party.

**Notice**

1. Every request, notice, delivery or written communication provided for or permitted by this agreement shall be in writing and delivered to, mailed, faxed, or emailed to the appropriate party at:

In the case of <Physician A>, c/o

**Dr. Physician A**

**123 ABC Medical Centre**

**123 4th Ave. SE Calgary, AB A1B 2C3**

In the case of MPCN, c/o

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| |  |  |  | | --- | --- | --- | | **Peter Rymkiewicz, MSc., Bcomm**  **Director of Evaluation and Measurement**  **Mosaic Primary Care Network**  **#306-2675 36 St. NE Calgary, AB T1Y 6H6**  **Tel: 587.437.3760**  **Email: Peter.Rymkiewicz@mosaicpcn.ca** | **-or-** | **Sonia Tassone, B.Soc.Sc., CIAPP-C**  **Privacy Officer Mosaic Primary Care Network**  **#306-2675 36 St. NE Calgary, AB T1Y 6H6**  **Tel: 403.869.4122**  **Email: Sonia.Tassone@mosaicpcn.ca** | |
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**Amendments**

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

**Acknowledgements**

The parties have made this agreement as of the day, month and year first written above.

**Dr. <Physician A>**

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Director Evaluation and Measurement, Mosaic Primary Care Network**

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Privacy Officer, Mosaic Primary Care Network**

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**Data Elements**

This schedule contains high level description of data elements to be exchanged. If required, details will be added upon identification of EMR data elements and capabilities.

1. **Legislative Authorization**

This ‘Schedule 1’,titled Data Elements, is specific to the MPCN for which a PIA has been submitted to the Office of the Information and Privacy Commissioner. The MPCN is an affiliate of the custodian under the HIA and has legislated authority to receive the specified data.

1. **Disclosure of Identifiable Health Data**

Data elements identified below will be disclosed by <Physician A> to the MPCN to support the Specified Purpose of this agreement. The Specified Purpose is to evaluate MPCN programs to support research, surveillance and quality improvement projects based on the evaluation of Mosaic programs including showing system sustainability, upstream community based interventions and a decrease in acute care usage to increase the overall quality of patient care and system sustainability.

1. **Data Transfer**

Any data will be transferred using Secure Data Transfer Technology or otherwise specified in the MCPN PIA. See APPENDIX 1 for the MPCN PIA Summary.

1. **Data Collected by the MPCN**

Any data collected by the MPCN from the clinic EMR or from the MPCN clinic delivered programs for the Specified Purpose must be collected, stored and managed in the manner specified in the MPCN PIA or associated amendments.

1. **Data Elements Required for the Specified Purpose**

* electronic medical record (EMR) data elements
* clinic and provider identifiers *– for reporting back to the clinic and provider*
* demographics *– for the purpose of risk adjustment*
* encounter / encounter Dx *– for the purpose of risk adjustment and disease burden*
* health conditions / problem list *– for the purpose of risk adjustment and disease burden*
* examination dataincluding height, weight, Body Mass Index, Peak Expiratory Flow Rate, blood pressure, waist circumference and hip/waist ratio
* laboratory results including fasting glucose, glucose tolerance, Hemoglobin A1C, High Density Lipoprotein, Low Density Lipoprotein, total cholesterol, triglycerides, microalbumin, Urine Albumin Creatinine Ratio and International Normalized Ratio
* medications *– for the purpose of risk adjustment and disease burden*
* risk factors *– for the purpose of risk adjustment and disease burden*
* referrals – *speciality*

\*SOAP notes and images are not extracted

* MPCN program data elements
* provider information (clinical or administrative level)
* practice information (clinic, provider, and patient level information)
* patient details and demographics (patient level)
* appointment information (service level information)
* issues discussed with patient
* resource allocation
* referral source
* dates and times
* patient reported outcome measures (PROMS) Eg. EQ-5D-5L, PHQ-9, SF-12 etc.

The above data will be/is envisioned to be linked to the following MPCN data holdings:

* MPCN delivered programs
* patient healthcare program questionnaires
* MPCN Unattached Patient Registry
* acute care utilizations (inpatient admission, emergency & urgent care visits)
* patient details and demographics (patient level)
* visit information including date and time (appointment level)
* CTAS score (Canadian Triage Acuity Scale)
* diagnostic information (diagnosis level)
* intervention information (intervention level)

1. **Use of Data Elements Specified Above**

* patient panel management
* patient panel demographics
* patient screening rates
* condition prevalence
* clinic support measures
* patient outcomes
* acute care utilization
* patient referral volumes
* patient wait times
* patient attendance times
* program resource allocations
* resource availability and efficiency
* program adoption
* program association with patient outcomes (clinical and administrative)
* Schedule B measures as outlined in the MPCN funding agreement
* others as identified

1. **Other Initiatives or Analyses**

Schedule 1 may be amended with <Physician A> and MPCN approval to include additional activities undertaken to achieve the Specified Purpose and may involve additional data sharing agreements.

**SCHEDULE 2**

**Partnerships**

This schedule contains a high level description of third party agreements outlining partnerships with external health organizations to share data for the specific purpose of MPCN program evaluations.

1. **Legislative Authorization**

This ‘Schedule 2’, titled Partnerships, is specific to the MPCN for which a PIA has been accepted by the Office of the Information and Privacy Commissioner. The MPCN is an affiliate of the custodian under the HIA and has legislated authority to receive the specified data.

1. **Disclosure of Identifiable Health Data**

Data elements identified in Schedule 1 will not be disclosed at a physician identifiable level as part of the evaluation of MPCN healthcare programs in support of the Specified Purpose of this agreement. Any reported physician information will be encrypted and de-identified.

1. **Data Transfer**

Any data will be transferred using Secure Data Transfer Technology or as otherwise specified in the MPCN PIA.

1. **Data Collected by the MPCN**

Any data collected by MPCN from third party partners for the explicit purpose of MPCN program evaluation must be collected, stored and managed in the manner specified in the MPCN PIA or associated amendments.

1. **Data Elements Required for the Program Evaluation Specified Purpose:**

MPCN Program data elements as specified in Schedule 1.

1. **Use and Collection of Data Through MPCN Programs and Initiatives**

As outlined in the MPCN Privacy Impact Assessment #000665.

**Data Linkage**

The process of data matching will support you as a member of MPCN to access data on your own panel. This includes information on quality improvements in care resulting from MPCN programs as well as supporting you to access reports about how your patients are doing and how they use the broader health system.

**Data Matching** is the process in which data provided by you, <Physician A>, is matched against data provided by health partners to produce reports to help PCNs evaluate their programs.

There are challenges to getting access to data. As a result we are partnering with multiple health organizations to best improve our chances to support you with data and to support the MPCN to provide evidence based evaluation of its programs.

For data matching to occur the right agreements need to be in place. This may require additional data sharing agreements outlined by third party organizations.

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**Our goal is to make the MPCN DSA more comprehensive to ensure both your privacy and your patient’s privacy are protected while enabling the MPCN to measure program related outcomes. It is up to you to agree to participate in all or some of the following partnerships.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing this agreement, <Physician A> authorizes the MPCN Custodian and Affiliates to work with custodial representatives of prescribed health partners and their affiliate resources to request access to third party health data.

<Physician A> Representatives or Authorized Users may include:

* MPCN Medical Director (Custodian);
* MPCN Director of Measurement and Evaluation or Executive Director (Affiliates of the Custodian);
* Other staff as needed and agreed upon by the custodial representatives, health partners and affiliate resources.

Partner representatives may facilitate data matching, provide testing and compile reports, liaise with data analytics that supports analytical resources, access, sharing and auditing as well as other support as requested by <Physician A>.

**Data Linkage Permissions**

*I agree to share patient specific information with MPCN to support program based evaluation of MPCN programs outlined in Schedule 1. This includes requesting data to evaluate the impact of MPCN programs on the health of my panel at an aggregate level and on an ongoing basis. The agreement with the following health partners can be terminated at any time per the conditions outlined in Term and Termination.*

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Practice ID (XXXX-XX08) Per: <Physician A>

1. I authorize the MPCN to extract data from my EMRfor the exclusive purpose of supporting evidence based evaluation of Mosaic Programs as outlined in Schedule 1.

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Per: <Physician A>

1. I authorize the MPCN to request patient specific health system utilization data from Alberta Health Services as outlined in Schedule 1 section E for the exclusive purpose of supporting evidence based evaluation of Mosaic Programs as outlined in Schedule 1 section F. This includes showing system sustainability, upstream community based interventions and a decrease in acute care usage to increase the overall quality of patient care.

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Per: <Physician A>

1. I authorize the MPCN to request health system utilization data from Alberta Health (AH) as outlined in Schedule 1 section E, for the exclusive purpose of supporting evidence based evaluation of Mosaic Programs as outlined in Schedule 1 section F including patient continuity and improvements in patient care.

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Per: <Physician A>

1. I authorize the MPCN to request the Health Quality Council of Alberta (HQCA) provider reports and patient specific health system utilization data on my behalf for the exclusive purpose of supporting evidence based evaluation of Mosaic Programs. I understand in agreeing to provide my HQCA provider report to MPCN, the HQCA can send my provider reports direct to the email address I provide. Reports will include panel data for my review. Panels are determined based on historical utilization or the 4-cut PCN funding method. Sharing of HQCA reports with the MPCN is valuable and is done at my discretion. Patient specific health system utilization data will be used as outlined in Schedule 1 section E exclusively to support evidence based evaluation of Mosaic Programs as outlined in Schedule 1 section F including showing system sustainability, upstream community based interventions and a decrease in acute care usage to increase the overall quality of patient care and system sustainability.

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Email Per: <Physician A>

1. I authorize and will provide the MPCN decrypted patient identifiers from the clinic for the purposes of re-identifying the Canadian Primary Care Sentinel Surveillance Network (CPCSSN) data set. Given the explicit approval of individual sentinels (or their delegates) to the DSA, CPCSSN will routinely transfer anonymous data relating to my panel to the MPCN. CPCSSN will also work with the sentinels to create a ‘key’ containing patient PHNs and CPCSSN numbers which the clinic will send directly to the MPCN. The MPCN will then use the key to link or match CPCSSN data with other data for purposes of evaluation, quality improvement and clinical decision support.

De-identified data will be extracted from my EMR by CPCSSN and is intended to support evidence based evaluation of Mosaic Programs as outlined in Schedule 1 section F. The CPCSSN data will also be sent to the national database for Disease Surveillance and Primary Care Research. I understand additional privacy agreements will need to be signed with CPCSSN and the MPCN to support me with access to data on my patient panels.

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Per: <Physician A>

**Appendix 1**MPCN PIA Summary

The new PCN Evolution document and recent work done through the Health Information Standards Council of Alberta related to health care data standards speaks to an increased provincial focus on measurement. The Mosaic PCN has developed a Primary Care Minimum Data Set that, through collection and use, allows the MPCN to better understand the services delivered at the point of care. Using a workload collection and paneling system for all programs, Mosaic PCN can securely capture patient specific encounter data using a desktop application and web portal. Mosaic PCN will be able to track the utilization of its healthcare providers and programs, including adoption rates, tracking patient visits on a daily basis and support internal tactical reporting required for improved allocation and management of resources while also supporting mandated external reporting and accountability under Schedule ‘B’ of the MPCN funding agreement.

The new tracking system allows all members of the multidisciplinary team to submit their information to administrative leadership, supporting the Board with near real time information. The workload collection system is intended for reporting, operational analysis and assessing quality improvement in the delivery of patient care using MPCN resources. It will collect and retain information and be used to evaluate MPCN services to provide the types of care that are most needed in the area and improve access to that care.