

**HIA Section 54 Research Agreement**

between

**Alberta Health Services**

and

 Insert Name of Principal Investigator

(Referred to as “the Researcher”)

Regarding

 Insert Title of Research Proposal

## **INTRODUCTION**

1. Names of the parties to this agreement:

 Insert Name of Principal Investigator

 Identify the AHS Repository Owner(s) or Service Provider(s)

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1. The Researcher has applied to Alberta Health Services for the disclosure of health information for the research purposes described in the Researcher’s proposal.

## **RESPONSIBILITIES OF THE RESEARCHER**

1. The Researcher agrees:
2. To comply with the ***Health Information Act*** and all regulations made under it as well as any applicable federal legislation governing privacy, confidentiality and protection of patient information. *HIA section 54(1)(a)(i)*
3. To comply with any conditions imposed by Alberta Health Services relating to the collection, use, protection, disclosure, return or disposal of the health information. *HIA section 54(1)(a)(ii)*
4. To comply with any requirements of Alberta Health Services to provide safeguards against the identification, direct or indirect, of an individual who is the subject of the health information. *HIA section 54(1)(a)(iii)*
5. Not to make any attempt to contact an individual who is the subject of the health information to obtain additional identifiable health information unless the individual has provided the custodian with the consent required as part of section 55 of the *Health Information Act*. *HIA sections 54(1)(d) and 55*
6. Not to publish the health information in a form that could reasonably enable the identity of an individual who is the subject of the information to be readily ascertained. *HIA section 54(1)(c)*
7. To allow Alberta Health Services to access or inspect the Researcher's premises to confirm that the Researcher is complying with the *Health Information Act* and *Health Information Act Regulations,* any imposed conditions on use, protection, disclosure, return or disposal of the information and any requirements related to the provision of security safeguards. *HIA section 54(1)(e)*
8. To pay the costs associated with file retrieval, obtaining consents (section 55 of *Health Information Act*), data matching, and any other services provided by Alberta Health Services to the Researcher in connection with the request for disclosure of health information described herein. *HIA sections 54(1)(2)and 55*
9. To report to Alberta Health Services any breaches of confidentiality and/or security respecting the information from the records at the facility immediately upon identification of such breaches, and to take steps to both remedy the breach and prevent similar occurrences in the future.
10. To securely dispose of or return to Alberta Health Services any personally identifying information as set out in sections 9 and 10 herein.
11. To use the research information only for purposes identified in the Researcher’s proposal as described in Schedule A. *HIA section 54(1)(b)*
12. Not to use or disclose the information for any subsequent or other purposes not identified in Schedule A without the prior written approval of Alberta Health Services, and, if required by the Research Ethics Board or Committee, the consent of the individual who is the subject of the information.
13. To notify all individuals on the research team that have access to the health information that they must comply with the ***Health Information Act*** and regulations and with any conditions imposed by Alberta Health Services, as set out in this Agreement.
14. To acknowledge in the publication that Alberta Health Services was one of the sources of information for this study.

## **RESPONSIBILITIES OF ALBERTA HEALTH SERVICES**

1. Alberta Health Services agrees to disclose the health information or data in the specific format as outlined in Schedule A and in compliance with any conditions required by the Research Ethics Board or Committee.
2. Alberta Health Services shall provide other services to facilitate the research allowed by the Research Ethics Board or Committee and as itemized in Schedule D.
3. Alberta Health Services agrees to maintain the research proposal as confidential.

## **GENERAL PROVISIONS**

1. This Agreement may be amended or varied in writing with the mutual agreement of the parties.

## **TERMINATION OR TRANSFER OF AGREEMENT**

1. This Agreement may be terminated by either party at any time subject to the following conditions:
   1. Written notification with up to two weeks notice if appropriate
   2. All research data collected will be kept by the Researcher and subject to the conditions in this document regarding the safeguarding and disposition of health information.
2. In the event the agreement is breached by Researcher and/or health information is disclosed or used in contravention of the terms and conditions of the agreement or the ***Health Information Act*** or the regulations, the agreement may be immediately terminated by Alberta Health Services. *HIA section 54(4).* Alberta Health Services may withdraw the research privileges of the Researcher and will require that all individually identifying health information that has been disclosed for the research purpose be returned to Alberta Health Services.
3. Upon the expiration of the time period for which the Researcher must retain the health information to comply with relevant legislation, policies and procedures, the Researcher must return or dispose of the health information provided by Alberta Health Services and any copies made thereof by the Researcher. Should Alberta Health Services agree to the disposition rather than its return, the researcher shall provide Alberta Health Services with a letter that confirms the date and the means of disposition.
4. The Researcher agrees to obtain authorization from Alberta Health Services prior to the transfer of the agreement to another person. Authorization may be withheld at the discretion of Alberta Health Services. Successors shall be bound by the terms and conditions of this Agreement.

By my signature hereunder, I AGREE to be bound by the terms and conditions herein.

**Researcher (Principal Investigator)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature Date**

**Alberta Health Services**

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| --- | --- | --- | --- |
| **Name (Repository Owner(s)/Service Owner(s))** | **Title** | **Date** | **Signature** |
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## **SCHEDULE A: Copy of the Research Proposal**

Provide a copy of the Researcher’s Proposal along with any amendments

## **SCHEDULE B: Copy of the Research Ethics Board or Committee Approval**

Provide a copy of the approval letter(s) of the Research Ethics Board or Committee designated in the Designation Regulation under the Health Information Act – to be provider by the Researcher. Also the Researcher shall submit all approved amendments to the Research Proposal.

## **SCHEDULE C: List of Required Data Elements**



## **SCHEDULE D: Additional Conditions**

This is an optional schedule where AHS can request additional detail for the research agreement. Examples include: statement of fees, additional information on security and privacy controls to protect the information including a signed Confidentiality Agreement if the Researcher is provided access to AHS network for this specific research proposal.

