

**ConnectMyHealth Addendum
to ClinicalConnect Participation Agreement**

Version Date: August 1, 2022

This ConnectMyHealth Addendum shall be effective as of August 1, 2022 (the “Addendum Effective Date”)

Between

Hamilton Health Sciences Corporation (“HHS”)
And _____ (“Participant”)

WHEREAS:

1. Participant and HHS are party to a ClinicalConnect Participation Agreement (the “Participation Agreement”) which incorporates the ClinicalConnect Terms and Conditions set out at or referenced from <https://info.clinicalconnect.ca/CC/healthcare/participants> (the “CC Terms and Conditions”).
2. Participant is a Contributor under the CC Terms and Conditions (meaning, a healthcare institution data contributing participant in the ClinicalConnect System).
3. The ClinicalConnect System is primarily used to provide electronic access to Personal Health Information of patients of Contributors contained in Contributor’s internal hospital information system(s) (“HIS”) or equivalent (e.g., “Patient Data”) for use by participating physicians and health care providers for the purpose of providing or assisting in the provision of health care to the relevant patient (“Patient”).
4. HHS, in the course of operating the ClinicalConnect System and through the ClinicalConnect Program Office, is acting as an electronic service provider under PHIPA and supporting regulations;
5. HHS operates a proprietary web-based patient portal application known as “ConnectMyHealth” which allows a Patient or a “substitute decision maker” (as defined in the *Health Care Consent Act*) who registers on the ConnectMyHealth Portal (and family members or third parties they authorize, each a “Shared Access User”) to view certain Patient Data held by Participant (“Patient Access”) and accessible through such Participant’s interface to ClinicalConnect. Patient Data is not stored within the ConnectMyHealth Portal but instead is obtained on a real time basis through the ClinicalConnect System from the Contributor’s health information system.
6. The primary purpose of the ConnectMyHealth Portal is not to collect, use or disclose Personal Health Information for the purpose of providing health care or assisting in the provision of health care to an individual but rather to provide a patient (and any Shared Access User(s) they authorize) with individual online access to certain Personal Health Information originally collected by Participant for the purpose of providing health care or assisting in the provision of health care to that individual.
7. Participant wishes to grant HHS access to Participant’s Patient Data through the ConnectMyHealth Portal for the purpose of patient access.
8. Patients and Shared Access Users will be able to use the ConnectMyHealth Portal to access consolidated information about the Patient from: (i) Participant’s HIS or equivalent system as accessible through ClinicalConnect; (ii) other hospitals or health

care institutions who provide access to their HIS or equivalent systems through ClinicalConnect; and/or (iii) provincial repositories.

9. User access to the ConnectMyHealth Portal is subject to the applicable user agreeing to the terms and conditions of a user agreement which is entered into between each user of the ConnectMyHealth Portal (“User”) and HHS (the “User Agreement”). For clarity, a substitute decision maker is referred to as a “proxy” in the ConnectMyHealth Portal and in the User Agreement.
10. HHS has agreed to provide, and the Participant has agreed to receive, certain electronic information management services enabled by and also pertaining to the ConnectMyHealth Portal (the “Services”, as more particularly described or referenced in this Addendum in respect of hosting, maintaining and supporting the ConnectMyHealth Portal).

In consideration of the promises, mutual covenants contained in this Addendum, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree:

1. **Relationship to CC Terms and Conditions.** Certain terms used in this Addendum are defined in the Participation Agreement or the CC Terms and Conditions. Except as modified by this Addendum for the purposes of providing the Services, all the terms and conditions of the Participation Agreement shall continue unaltered both with respect to the operation of the ClinicalConnect System and the provision of access to the ConnectMyHealth Portal. For the purposes of this Addendum, any reference in the CC Terms and Conditions to: (i) the “ClinicalConnect Terms and Conditions” shall be interpreted as also referring to this Addendum; (ii) “services” or “the Services” shall be interpreted as referring to the Services performed by HHS pursuant to this Addendum. In the event of a conflict or inconsistency between the CC Terms and Conditions and this Addendum, the conflicting or inconsistent term in this Addendum shall take precedence but solely for the purposes of the Services of this Addendum and shall not be modified for the purposes of the ClinicalConnect Services. The terms and conditions of this Addendum are not applicable to the ClinicalConnect Services.
2. **Provision of the Services & Permitted Purpose.** Participant hereby authorizes HHS to (and acknowledges that the following shall constitute a “Service”):
 - a. provide access through the ConnectMyHealth Portal to Participant’s Patient Data accessible through ClinicalConnect for the purpose of Patient Access (and which shall constitute an additional Permitted Purpose as defined in the CC Terms and Conditions);
 - b. perform certain procedures, during registration of new Users whose identity is not verified to HHS by an identity authentication and authorization service (“IAA Service”), to help confirm the identity of such Users;
 - c. apply blocking and/or delay filters to Participant’s Patient Data as per the then current guidelines as published on the ConnectMyHealth info site <info.connectmyhealth.ca> (the “Information Website”);
 - d. respond: (i) on behalf of each applicable Participant, to requests for a copy of an electronic audit log maintained by HHS of access through ConnectMyHealth to Patient Data by the applicable Patients, their substitute decision makers and/or Shared Access Users; and (ii) to requests by a Participant for a copy of an electronic audit log of access through ConnectMyHealth to Patient Data sourced

from their HIS. No online access to such records or audit facility is available and requests will need to be responded to on a manual basis.

3. Role(s) under PHIPA.

- a. The Parties agree that for the purpose of the ConnectMyHealth Portal HHS is not creating or maintaining an electronic health record under authority of PHIPA. Rather HHS is providing access, on behalf of Participant, to Patients and their Shared Access Users in order to view Personal Health Information. In such capacity, HHS is not acting as a health information network provider (“HINP”) as defined in PHIPA, and/or (except as expressly identified below in paragraph (e), or as set out in the CC Terms and Conditions) as a PHIPA Agent of the Contributor.
- b. Subject to paragraph (d) below, for the purposes of this Agreement HHS, through ClinicalConnect, is acting as an electronic service provider to Participant pursuant to Section 10(4) of PHIPA and 6(1) of the regulations made under PHIPA.
- c. Each of HHS and the Participant acknowledges and agrees that the Participant making the Patient Data available to HHS does not constitute a disclosure by the Participant to HHS; nor does it constitute a collection by HHS. In addition, HHS is not disclosing any Personal Health Information when such information is viewed by a Patient or Shared Access User.
- d. In responding to requests by the applicable Patients and/or their substitute decision makers to records of access to Patient Data, HHS will act as the Participant’s PHIPA Agent. HHS may also continue to be acting as a Contributor’s PHIPA Agent for the other purposes set out in the CC Terms and Conditions.

4. Amendment of User Agreement. From time to time, HHS may amend the terms and conditions of the User Agreement.

5. Amendment of this Addendum. Participant acknowledges and agrees that HHS may amend the terms and conditions of this Addendum provided that HHS implements a consultation process and provides Participant with no less than 60 days’ notice prior to the effective date of a change and an opportunity to terminate this ConnectMyHealth Addendum as provided herein.

6. Participant Responsibilities. Participant shall be responsible for:

- a. providing HHS with report type identifiers for any Patient Data being made available for Patient Access;
- b. encouraging registration in and adoption of the ConnectMyHealth Portal among its patients and clinicians;
- c. ensuring and retaining responsibility for uptime of Participant’s HIS, including service levels and relationship management with any third party HIS vendor or support provider; the ConnectMyHealth Portal will not be able to display Patient Data from the Participant’s HIS while an HIS is experiencing downtime or malfunctions.
- d. complying with the applicable ConnectMyHealth technical, operational, privacy and security policies and directives as set out on a private SharePoint site accessible to a Participant’s privacy contacts or information security contacts, as applicable, as they may be supplemented and/or updated from time to time (“Policies”).

7. **Certain Service and Contractual Details.** Participant acknowledges and agrees that:
- a. Participant is responsible for ensuring that it is permitted under Applicable Laws to authorize the provision of the Patient Data to HHS for access and use by and through the ConnectMyHealth Portal (and in this respect, Participant may need to rely upon the Patient consent contained in the User Agreement) and for authorizing HHS to make the Patient Data available through the ClinicalConnect System from Participant's HIS.
 - b. HHS's right to access, use and make available the Patient Data is provided by means of this Addendum and/or the User Agreement, and not the underlying CC Terms and Conditions.
 - c. Participation in ConnectMyHealth is subject to continued participation by Participant in the ClinicalConnect System.
 - d. While this ConnectMyHealth Addendum incorporates the CC Terms and Conditions, it is separate from and may be separately suspended or terminated by either Party as may be permitted under this Addendum or the CC Terms and Conditions.
 - e. Access to Patient Data through the ConnectMyHealth Portal will not be subject to any Consent Directives when viewed by the Patient or their substitute decision maker. Consequently, any Consent Directives applied by a Patient to Patient Data are not used to filter or block any Patient Data from being made accessible to the Patient or their substitute decision maker through the ConnectMyHealth Portal. However, where any Patient Data is flagged as "confidential" in the Contributor system and the Contributor system to ClinicalConnect System interface supports such flag, then such Patient Data by default will be blocked from access by a Shared Access User.
 - f. HHS may conduct, or have conducted, periodic technical and/or privacy-related reviews of the ConnectMyHealth Portal (such as penetration tests). In the event of a significant change to the ConnectMyHealth System, HHS will update its then current Privacy Impact Assessment ("PIA") and Threat Risk Assessment ("TRA"). HHS shall communicate or make available to Participant a summary of any such reviews or revised PIA/TRA.
 - g. Patients under the age of 18 may be registered as Users of the ConnectMyHealth Portal.
 - h. Unlike the ClinicalConnect System, Users of the ConnectMyHealth Portal are not separately authorized by the Participant to use the ConnectMyHealth System.
 - i. The Participant will continue to provide patients with access to their health records through its health records department as per their established policies and practices.
 - j. HHS uses generally accepted validation mechanisms, as described in its operating procedures, to help validate the identity of Users registering on the ConnectMyHealth Portal whose identities have not been validated by an IAA Service. However, in either case, HHS is not able to guarantee that fraudulent access will be prevented in all cases and HHS shall not have any liability as a result of any such unauthorized access. When a User registers for access to the ConnectMyHealth Portal, HHS will request certain information from such user and/or an IAA Service (as set out in its operating procedures) in order to help confirm the identity of such user. Participation by Participant in ConnectMyHealth may require Participant to separately execute an agreement with an IAA Service being relied upon by HHS.

- k. From time to time, HHS may add or remove features and/or functionality in respect of the ConnectMyHealth Portal.
 - l. Operation of the ConnectMyHealth Portal is subject to applicable ClinicalConnect and/or ConnectMyHealth Policies.
 - m. Participant acknowledges that HHS' ability to provide the Services may be subject to the timely and proper fulfillment by the Participant of their obligations under this Addendum and associated ConnectMyHealth technical requirements and operating procedures.
8. **Entire Agreement.** This Addendum, along with the Participation Agreement (including the underlying CC Terms and Conditions) shall constitute the entire agreement between the Parties pertaining to this matter and supersedes all prior agreements, understandings, negotiations and discussions, oral or written, between the Parties. The execution of this Addendum has not been induced by, nor do either of the Parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this Addendum.
9. **Assignment.** Neither Party may assign this Addendum without receiving the other party's written consent in advance, which consent will not be unreasonably withheld. Notwithstanding the foregoing, HHS may assign this Addendum without consent to any successor entity as directed by Ontario Health or as required by legislation or regulation. Upon any assignment, HHS shall have no further liability for any acts or omissions of the assignee.
10. **Termination.** Either Party may terminate this ConnectMyHealth Addendum upon 30 days prior written notice to the other. In the event of such termination, the Participation Agreement shall continue until terminated pursuant to its terms.

Organization Name: _____

Signature: _____

I have the authority to bind the corporation.

Name and Title: _____

Date: _____