

SPECIAL MEETING OF HEALTH COMMITTEE

Wednesday, September 27, 2023

A special meeting of the Health Committee was held on Wednesday, September 27, 2023, at 9:50 a.m. at the County Administration Building, Pembroke, Ontario.

Present were: Chair Michael Donohue

Warden Peter Emon Vice-Chair Neil Nicholson Councillor Debbi Grills Councillor Valerie Jahn Councillor Jennifer Murphy

Councillor Rob Weir Councillor Mark Willmer

And Others: Councillor David Mayville

Councillor James Brose Councillor Dan Lynch

City of Pembroke Reps: Councillor Patricia Lafreniere (attended virtually)

Regrets: Councillor Troy Purcell

Staff Present: Craig Kelley, Chief Administrative Officer/Clerk

Mike Blackmore, Director of Long-Term Care

Jason Davis, Director of Development and Property

Laura LePine, Director of Community Services

Lee Perkins, Director of Public Works

Mathieu Grenier, Deputy Chief, Emergency Services Curtis Farrell, Acting Deputy Chief, Emergency Services

Tina Peplinskie, Media Relations and Social Media Coordinator

Gwen Dombroski, Deputy Clerk

Rhonda Chaput, Administrative Assistant III

Chair Donohue called the meeting to order at 9:50 a.m.

Chair Donohue recited the land acknowledgement, identifying that the meeting was being held on the traditional territory of the Algonquin People. The roll was called, and no pecuniary interests were disclosed.

Emergency Services Report

Deputy Chief Mathieu Grenier overviewed the Emergency Services Department Report which is attached as Appendix I.

Councillor Nicholson attended the meeting at 9:55 a.m.

RESOLUTION NO. H-C-23-09-113

Moved by Councillor Grills

Seconded by Councillor Jahn

THAT the Health Committee recommend that County Council adopt a By-law to amend By Law 103-23, signed June 28, 2023, for an amended Agreement between the County of Renfrew, and Ontario Health for funding to support the Renfrew County Virtual Triage and Assessment Centre for the term April 1, 2023, and ending on March 31, 2024, ("Fiscal Year"), to include additional funding for physician compensation in the amount of \$1,316,250, for total of \$4,416,250. CARRIED.

RESOLUTION NO. H-C-23-09-114

Moved by Councillor Murphy Seconded by Councillor Weir

THAT the Health Committee recommend that County Council adopt a By-law authorizing the Warden and CAO/Clerk to sign a Memorandum of Understanding between the County of Renfrew and the Petawawa Centennial Family Health Team (PCFHC) for administration of the Integrated Virtual Care (IVC) component of the VTAC program to provide attachment for previously unattached patients and provide physician services to the VTAC and IVC program. CARRIED.

RESOLUTION NO. H-C-23-09-115

Moved by Councillor Weir

Seconded by Councillor Willmer

THAT the Emergency Services Department Report, which is attached as Appendix I, be approved. CARRIED.

RESOLUTION NO. H-C-23-09-116

Moved by Councillor Jahn

Seconded by Councillor Lafreniere

THAT this meeting adjourn and the next regular meeting be held Wednesday, October 11, 2023. Time: 9:57 a.m. CARRIED.

COUNTY OF RENFREW

EMERGENCY SERVICES REPORT

TO: Health Committee

FROM: Michael Nolan, Director of Emergency Services/Chief, Paramedic Service

DATE: September 27, 2023

SUBJECT: Department Report – Special Meeting

BY-LAWS

1. 2023/24 Virtual Care Programs – Virtual Triage and Assessment Centre Agreement

Attached as Appendix ES-VI is a letter from Elhan Roushani, Chief Financial Officer, Ontario Health, and Anna Greenberg, Chief Regional Officer, Ontario Health including the amended 2023/24 Virtual Triage & Assessment Centre Agreement and corresponding schedules. Instructions were included that the agreement be signed and returned to Ontario Health within two weeks of receipt of the letter. The amendment includes additional funding in the amount of \$1,316,250., to include physician compensation for administrative services, for a total amount of \$4,416,250.

Recommendation: THAT Health Committee recommend that County Council adopt a By-law to amend By Law 103-23, signed June 28, 2023 for an amended Agreement between the County of Renfrew, and Ontario Health for funding to support the Renfrew County Virtual Triage and Assessment Centre for the term April 1, 2023, and ending on March 31, 2024, ("Fiscal Year"), to include additional funding for physician compensation in the amount of \$1,316,250, for total of \$4,416,250.

Background

There is strong evidence that virtual care can improve patient and caregiver experience by facilitating more convenient, timely, and equitable access to care. In addition, virtual care programs can be designed to improve other Quintuple Aim objectives, including improved patient and provider experience, efficiency, population health outcomes and advancing health equity. In most cases, virtual care is most effective when it complements in-person care in the context of established provider-patient relationships. The Renfrew County Virtual Triage and Assessment Centre (RC VTAC) has been supporting residents of Renfrew County through an innovative, community-based, hybrid model of in-person and virtual care. The program focuses on respiratory care and other primary-care issues.

2. Memorandum of Understanding between the County of Renfrew and the Petawawa Centennial Family Health Team (PCFHC)

Recommendation: THAT Health Committee recommend that County Council adopt a By-law authorizing the Warden and CAO/Clerk to sign a Memorandum of Understanding between the County of Renfrew and the Petawawa Centennial Family Health Team (PCFHC) for administration of the Integrated Virtual Care (IVC) component of the VTAC program to provide attachment for previously unattached patients and provide physician services to the VTAC and IVC program.

Background

The purpose of the Memorandum of Understanding, attached as Appendix ES-VII, is to clarify the roles, responsibilities, mutual expectations of the County of Renfrew Paramedic Service with the PCFHC to enable the efficient and effective operations of the Integrated Virtual Care program and physician services. This MOU shall commence on July 1st, 2023, and be in effect until March 31, 2024, unless an extension is mutually agreed upon. This MOU may be terminated upon the mutual written agreement of the parties with the provision of 30 days notice.

MEMORANDUM OF UNDERSTANDING

BETWEEN COUNTY OF RENFREW

("County of Renfrew **Paramedic Service**") 9 International Dr., Pembroke, ON - and –

Petawawa Centennial Family Health Centre (PCFHC) "The Recipient"

54 Civic Centre Road Petawawa, Ontario

WHEREAS the County of Renfrew Paramedic Service provides acute care and primary care services to residents of the County of Renfrew communities and The Petawawa Centennial Family Health Centre endeavours to serve the members of our community and support the health and well-being of those within the region.

AND WHEREAS the Renfrew County Virtual Triage and Assessment Centre (VTAC) has been supporting residents of Renfrew County through an innovative, community-based, hybrid model of in-person and virtual care. The program focuses on respiratory care and other primary-care issues.

AND WHEREAS the County of Renfrew has enabled the PCFHC through this MOU to administer the Integrated Virtual Care (IVC) component of the VTAC program to provide attachment for previously unattached patients and provide physician services to the VTAC and IVC program as a whole.

AND WHEREAS the purpose of this MOU is to clarify the roles, responsibilities, mutual expectations of the County of Renfrew Paramedic Service with PCFHC with a view to enabling the efficient and effective operations of the IVC program and physician services.

1. **DEFINITIONS**

In this Memorandum of Understanding,

- "Applicable Law" means all laws, statutes, regulations, treaties, by-laws, codes, ordinances, judgments, decrees, rules, official directives, consents, approvals, authorizations, guidelines, orders and policies, in all cases applicable, binding and enforceable in Ontario;
- 1.2 "Confidential Information" has the meaning ascribed thereto in Section 6.1 hereof;

- 1.3 "FIPPA" means the Freedom of Information and Protection of Privacy Act (Ontario);
- 1.4 "Health Records" has the meaning ascribed thereto in Section 6.3 hereof,
- **"MOU"** means this Memorandum of Understanding as the same may be amended in writing from time to time and all uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this MOU and not to any particular section or portion of it,
- 1.6 "PHIPA" means the Personal Health Information Protection Act (Ontario),
- 1.7 "Parties" means the County of Renfrew Paramedic Service and PCFHC and "Party" means,
- 1.8 "Personal Health Information" has the meaning ascribed to it in PHIPA,
- 1.9 "Personal Information" has the meaning ascribed to in FIPPA,
- 1.10 "**Term**" has the meaning ascribed thereto in Section 3 hereof.

2. IVC and Physician Services

2.1 PCFHC acknowledges and agrees that they will undertake activities to support the planning, implementation, adoption, and evaluation of the VTAC program.

Performance deliverables.

In addition, the recipient shall:

- a. Engage on a regular schedule (at least every four (4) weeks) with the County of Renfrew on project progress, milestones, issues, and mitigation strategies.
- Complete reporting and progress reports (including reporting of physician hours for administrative services completed) as per the reporting requirements defined by the County of Renfrew and / or Ontario Health.
- c. Agree to financially support a third-party evaluation as part of the budget for funding, with an evaluation partner selected by Ontario Health, that will focus on

assessing the value and opportunity to sustain and scale the Virtual Triage and Assessment (VTAC) virtual care model.

- d. Ensure that resources are available (such as information technology (IT)/decision support/project management, for the collection of data, as required to support the evaluation, as applicable.
- e. If applicable, confirm that the PCFHC virtual visit solution is validated or confirmed to be engaged in the Ontario Health virtual visit solution verification process for validation –

HTTPS://WWW.ONTARIOHEALTH.CA/SYSTEM-PLANNING/DIGITAL-STANDARDS/VIRTUAL-VISITS-VERIFICATION

- f. Participate in planning activities for the County of Renfrew Community Health Programs Advisory Committee and when requested by the County, Ontario Health East Region episodic access to virtual care program, Ontario Health Team (OHT) and/or other governance groups as determined by the County of Renfrew.
- g. If applicable, report on specific regional metrics, as requested by the County of Renfrew.
- h. Ensure that all staff and physician hours completed for Administrative and Clinical services are reported to the County of Renfrew via monthly status reports.
 - Activities eligible for administrative services funding include scheduling, billing, data collection, quality assurance programs, administrative oversight of the IVC program, clinical and physician services with VTAC and Integrated Virtual Care (IVC) program.
- i. Ensure that fee for service activities (i.e., Direct patient care patient assessments) are billed through the Ontario Health Insurance Plan (OHIP) claims payment system in accordance with the rates and requirements listed in the schedule of benefits for physician services (https://www.health.gov.on.ca/en/pro/programs/ohip/sob/)
- 2.2 This MOU shall commence on July 1st, 2023 (the "**Effective Date**") and be in effect until March 31, 2024, unless an extension is mutually agreed upon.
- 2.3 This MOU may be terminated upon the mutual written agreement of the Parties with the provision of 30 days notice.

3. GOVERNANCE

- 3.1 County of Renfrew Paramedic Service will designate representatives who shall meet and/or speak regularly with PCFHC to review, plan, and evaluate the VTAC / IVC program and performance of physician services.
- 3.2 The County of Renfrew Paramedic Service will be responsible for performance, payroll, finance, and coordination functions associated with the VTAC / IVC programs.

4. CONFIDENTIALITY, HEALTH RECORDS AND REPORTING OBLIGATIONS

4.1 Confidential Information

- a. Each Participant covenants that it will keep in confidence the Confidential Information of other Participants (each a "Disclosing Party") that it has received as a consequence of entering into this Agreement and take all reasonable precautions to protect such Confidential Information from any use, disclosure or copying except as expressly authorized by this Agreement.
- b. Each Participant will take all reasonable precautions to restrict access to such Confidential Information to its own employees and agents, including any authorized subcontractors who require access to such information in connection with VTAC / IVC. In this Agreement, "Confidential Information" means all confidential, secret, or proprietary information relating to the Disclosing Party, to which access is obtained or granted hereunder, which when made available to a Participant is marked or otherwise designated as confidential or which by its nature a person acting reasonably would assume is confidential, provided, however, that Confidential Information shall not include any data or information which:
 - i. is or becomes publicly available through no fault of the Participant receiving the information,
 - ii. is already in the rightful possession of the Participant receiving the information prior to its receipt from the Disclosing Party as evidenced by documentation,
 - iii. is independently developed by the Participant receiving the information as evidenced by documentation,
 - iv. is rightfully obtained by the Participant receiving the information from a third party having legitimate possession of the information and the right to make such disclosure,
 - v. is disclosed with the written consent of the Disclosing Party; or
 - vi. is disclosed pursuant to a requirement to do so under a law applicable in Ontario, provided that the Participant being legally compelled to disclose the

Confidential Information provides the Disclosing Party with reasonable notice of such requirement (to the extent permitted by law) to allow the Disclosing Party to object to or seek an appropriate order to prevent or limit such disclosure.

c. Each Party hereto acknowledges that the other's Confidential Information, other than that which is publicly known or subject to disclosure pursuant to FIPPA, is confidential and proprietary information and constitutes trade secrets.

For clarity, Confidential Information does not include personal health information to which the provisions of Schedule "A" apply.

4.2 Exceptions to Confidential Information

Notwithstanding the foregoing, neither Party shall have any obligation with respect to any information concerning the business or affairs of the other Party that:

- (a) is documented as already being in the Recipient's possession without burden of confidentiality,
- (b) is or becomes publicly available or public knowledge through no fault of the Recipient,
- (c) is disclosed in accordance with the provisions of FIPPA, based on a request and/or an order or decision of authorities having jurisdiction under FIPPA or as otherwise required under applicable law without condition of confidentiality, provided that the Recipient notifies the other Party in advance and that the disclosure is not greater than the minimum required; or
- (d) is furnished to the Recipient by a third party without restriction on disclosure.

4.3 Health Records

- (a) Each Party is a health information custodian as defined under the *Personal Health Information Protection Act*, 2004 (PHIPA).
- (b) The Parties agree that for the purposes of VTAC / IVC, PCFHC and its employees will act as Agent(s) of The County of Renfrew pursuant to section 17 of PHIPA for the purposes of personal health information contained and entered into the VTAC Telus PSS Electronic Medical Record (EMR) that The County of Renfrew shall maintain ownership, custody or control of records of personal health information ("VTAC Health Records i.e., Telus PSS EMR") created and maintained in connection with the Telus PSS EMR set up for VTAC / IVC in accordance with Applicable Law.

(c) The Parties agree that for the purposes of VTAC, the County of Renfrew Paramedic Service, PCFHC and its employees are the health information custodian as defined under the *Personal Health Information Protection Act, 2004* (PHIPA) for the records entered and maintained for patients of the VTAC / IVC within the Telus PSS EMR. The County of Renfrew Paramedic Service maintains ownership, custody or control of the personal health information ("PSS Health Records) created and maintained in connection with the Telus PSS EMR software utilized for VTAC / IVC in accordance with the applicable Law.

The Parties agree that they shall provide access to and/or copies of relevant PSS Health Records for the purposes of providing care or assisting in the provision of care, to the extent permitted by PHIPA. The Parties agree to work cooperatively to facilitate the sharing of personal health information to support the provision of health care, to the extent permitted by Applicable Law.

(d) The Parties agree that personal health information will be shared and made available to the other Party and their agents in a private and confidential manner using reasonably secure, reliable, expedient, and practical form of communication available to the Parties.

4.4 Privacy

Each Party shall strictly comply, and shall ensure that all its representatives, agents, directors, officers, and employees strictly comply, with the requirements of all relevant privacy and confidentiality legislation under PHIPA outlined in Schedule "A".

4.5 **Reporting Obligations**

The Parties shall work cooperatively to ensure that they fulfill their individual and joint reporting obligations to the County of Renfrew, Ministry, Ontario Health, or the local medical officer of health within the meaning of the *Health Protection and Promotion Act*.

5. INSURANCE AND INDEMNITY

5.1 During the term of this MOU the Parties, at their own expense, shall maintain in full force and effect comprehensive general and professional liability insurance for a minimum of five million dollars (\$5,000,000) for any one occurrence, including professional malpractice, against claims for bodily injury, death, property damage or loss arising out of its obligations under this MOU. Any and all policies of such insurance shall be for the mutual benefit of the Parties, shall name the other Party as additional insured's and shall include coverage providing cross liability and severability of interest.

- 5.2 The Parties shall provide each other with evidence of insurance upon request and neither Party shall cancel, make any material change to, or not renew such insurance without providing the other Party with thirty (30) days' prior written notice.
- 5.3 The County agrees to indemnify and save the PCFHC, its directors, officers, members, employees, agents, volunteers and other representatives, and other persons for whom the County is or may become responsible in law harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the County, its servants, agents or employees related to or arising out of the Assessment Centre or any other matter to which this MOU pertains, together with all reasonable legal expenses and costs incurred by PCFHC in defending any legal action pertaining to the above.
- 5.4 The County of Renfrew Paramedic Service agrees to indemnify and save PCFHC its directors, officers, members, employees, agents, volunteers and other representatives, and other persons for whom the County of Renfrew Paramedic Service is or may become responsible in law harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the County of Renfrew Paramedic Service, its servants, agents, or employees related to or arising out of the Assessment Centre or any other matter to which this MOU pertains, together with all reasonable legal expenses and costs incurred by PCFHC in defending any legal action pertaining to the above.
- 5.5 No Party shall be responsible for any indirect, incidental, or consequential damages suffered by the other Party, including lost profits or failure to realize expected savings, even if the indemnifying party has been advised of the possibility of such loss or damage.

6. HEALTH AND SAFETY

- 6.1 Each Party shall have coverage through the Workplace Safety Insurance Board and shall provide evidence of coverage to the other Party upon request. In the event of a workplace injury, the Party who employs the individual shall be responsible for processing the applicable claim through the Workplace Safety Insurance Board. Both Parties will cooperate in the investigation of any workplace injury.
- 6.2 Each Party shall be responsible for the health and safety of its respective employees and agents in accordance with Applicable Law, including the *Occupational Health and Safety Act* (Ontario).

7. DISPUTE RESOLUTION

7.1 Case-specific disputes, disagreements or issues will normally be dealt with by the staff directly involved. If resolution is not feasible, the issue will be referred to the Deputy Chief, Community Programs at the County of Renfrew.

- 7.2 If patients have concerns or complaints about the services provided by PCFHC, they will be encouraged to speak directly with the staff member involved. If the complaint cannot be resolved, the patient will be encouraged to speak with the Executive Director, PCFHC. All patient concerns or complaints will be dealt with in accordance with PCFHC policies and procedures. The County of Renfrew Deputy Chief, Community Programs will be notified and provided a summary of the complaint resolution.
- 7.3 Disputes or disagreements between the Parties will be handled openly, honestly and with integrity, and dealt with according to the County of Renfrew Paramedic Service's and PCFHC policies and procedures. Every effort will be made to find an acceptable solution to each such disagreement. If the matter cannot be resolved, a Party may provide written notification of the dispute or disagreement to the County of Renfrew Chief Paramedic / Director of Emergency Service or designate. A resolution will then be negotiated by both Parties. If needed, the Parties will consult with and/or seek mediation from a third party. The expenses for any third-party mediation will be split equally among the Parties.

8. INDEPENDENT CONTRACTORS

The relationship among the Parties is that of independent contractors. This MOU is not intended to create a partnership, joint venture, employment, or agency (other than within the meaning of PHIPA) relationship among the Parties. No Party shall have the power or authority to bind any other Party or to assume or create any obligation or responsibility, expressed or implied, on the other Party's behalf or in its name, nor shall it hold itself out to any third party as a partner, joint venture, agent, or employee of the other. Each Party shall be responsible and liable for its own employees, agents, and subcontractors.

9. NOTICE

9.1 Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if it is made in writing and delivered by mail, personal delivery or facsimile or email with receipt notification requested and addressed to the County of Renfrew Paramedic Service, or PCFHC, as the case may be, as set out below:

If to PCFHC Petawawa Centennial Family Health Centre

(PCFHC)

54 Civic Centre Road Petawawa, Ontario

Attention: Judy Hill, Executive Director

If to the County of Renfrew

Paramedic Service:

County of Renfrew Paramedic Service

9 International Dr. Pembroke, Ontario

K8A 6W5

Tel: 613-818-9517

Attention: Craig Kelley, CAO/Clerk

10. MISCELLANEOUS

- 10.1 This MOU constitutes the entire agreement between the Parties and supersedes all other agreements, understandings, negotiations, and discussions, whether in oral or written form between the Parties to this MOU. There are no warranties, representations, or other agreements between the Parties with respect to the services, except as specifically provided herein.
- 10.2 This MOU may be amended or supplemented only by written agreement signed by all Parties. If a change in any applicable law necessitates a change in the manner of providing any of the services provided by VTAC / IVC, the Parties shall work cooperatively to amend this MOU to accommodate such change.
- 10.3 The provisions of this MOU which by their own terms take effect on termination of this MOU or which by their nature survive termination of this MOU (such as provisions relating to confidentiality and privacy, and insurance and indemnification), shall continue in full force and effect and survive such termination.
- 10.4 Neither this MOU nor any of the rights or obligations of any Party may be assigned without prior written consent of the other Party of this MOU. The obligations of a Party hereunder may not be subcontracted to another person without the prior written consent of the other Party.

- 10.5 This MOU shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this MOU or any other agreement, document or instrument contemplated herein, and the Parties accept and irrevocably submit to the jurisdiction of the courts of Ontario and acknowledge their competence and agree to be bound by any judgment thereof.
- 10.6 Each provision contained in this MOU is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision shall not affect the validity or enforceability of any other provision of this MOU.
- 10.7 No waiver of any provision of this MOU is binding unless it is in writing and signed by the Party entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy under this MOU shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this MOU shall be deemed to be a waiver of any subsequent breach of that provision.
- 10.8 This MOU may be executed in any number of counterparts each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument and receipt of a facsimile or electronic document of an executed signature page of this MOU by a Party shall constitute satisfactory evidence of execution of this MOU by such Party.

At the conclusion of the program any administrative equipment or clinical equipment purchased from funds associated with the VTAC / IVC shall be returned to the County of Renfrew.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF the parties hereto have duly executed this MOU on the 27th day of September 2023.

County of Renfrew

Signature:
(having the authority to bind the corporation)
Print Name: Peter Emon
Title: Warden
Date: September 27, 2023
Signature: (having the authority to bind the corporation)
Print Name: <u>Craig Kelley</u>
Title: CAO/Clerk
Date: September 27, 2023
Petawawa Centennial Family Health Centre
Signature: (having the authority to bind the corporation)
Print Name:
Title:
Date:

Schedule "A"

Privacy, Personal Health Information

Definitions, Interpretation

- 1. In this Schedule "A", capitalized terms that are not defined below have the meaning attributed to them in the Agreement:
 - a. "Agent" has the meaning attributed to "agent" in PHIPA,
 - b. "Custodian" has the meaning attributed to "health information custodian" in PHIPA,
 - c. "PHI" means information that is defined as "personal health information" in PHIPA, that is collected, used, disclosed, processed and/or stored by means of the Solution, including the CDR and in connection with a Participant, PHI for which the Participant is the Custodian,
 - d. "PHIPA" means the Personal Health Information Protection Act, 2004 (Ontario); and
 - e. "Privacy Law" means any applicable privacy laws, including but not limited to PHIPA and the Regulations made under PHIPA; and
- 2. Any reference to the County of Renfrew Paramedic Service in this Schedule includes any subcontractors, suppliers, employees, and agents retained by the County of Renfrew Paramedic Service to perform its obligations under the Agreement.

Relationship of the Parties

- 3. The Parties acknowledge and agree that:
 - a. each Participant is a Custodian subject to Privacy Law, including a requirement to protect patient health information,
 - b. The County of Renfrew Paramedic Service Chief is identified as the Health Information Custodian for the purpose of the health records entered and maintained within the EMR utilized for the VTAC program.
 - c. PCHFC Executive Director is identified as the Health Information Custodian for the purpose of the health records entered and maintained within the EMR as it is utilized for the purposes of scheduling physician assessment for patients of the IVC roster.
 - d. it will be necessary for the purpose and in the course of performing the VTAC / IVC Services for The County to access, use, manipulate, store, transmit and destroy PHI on behalf of the PCFHC.
 - e. it will be necessary for the purpose and in the course of performing the VTAC / IVC Services for PCFHC to access, use, manipulate, store, transmit and destroy PHI on behalf of the County.

OBLIGATION OF THE COUNTY OF RENFREW PARAMEDIC SERVICE

- 4. Unless otherwise instructed by the County of Renfrew Paramedic Service, PCFHC and participants shall not access, use, manipulate, store, or destroy PHI contained within Telus PSS EMR except for the purpose of performing the VTAC / IVC services.
- 5. PCFHC shall ensure that only those of its employees and agents, including any subcontractors who have a need to access PHI for the performance of the Services ("Personnel") have access to PHI and that:
 - a. Personnel is made aware, to the extent required for their role in the performance of the VTAC Services and agree to comply with the restrictions applicable to the County of Renfrew Paramedic Service in connection with PHI under this Schedule "A"; and
 - b. upon termination of their employment or affiliation with the County, Personnel access to PHI is terminated.
- 6. PCFHC shall take reasonable steps to ensure compliance by Personnel with their obligations regarding personal health information.
- 7. PCFHC shall cooperate with The County of Renfrew Paramedic Service, acting reasonably, in the event of a complaint to or investigation by a privacy authority in connection with PHI or in connection with any privacy impact, threat, risk or other assessment performed by Participant in connection with its use of the VTAC / IVC Services.
- 8. The PCFHC will direct any requests for access to or the correction of PHI within Telus PSS to the County of Renfrew Paramedic Service.
- 9. To the extent practicable and in a form that is practicable, PCFHC shall retain and make available to the County a record of all the PCFHC Personnel access to PHI within Telus PSS EMR.
- 10. The PCFHC shall use physical, technological, and administrative safeguards meeting or exceeding then-current industry standards applicable to personal information for the protection of PHI against theft, loss, unauthorized access, collection, use, disclosure, copying, modification, destruction, or disposal.
- 11. PCFHC shall promptly notify the County:
 - a. in the event of the theft, loss, destruction or unauthorized access, use, transfer, disclosure, copying or modification of PHI within Telus PSS EMR if PCFHC has reasonable grounds to suspect that any such unauthorized activity is likely to occur,
 - b. if for any reason PCFHC does not comply, or anticipates that it will be unable to comply, with this Schedule "A", including a description of the non-compliance or anticipated non-compliance and the steps the PCFHC proposes to take to address, and prevent the recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

12. To the extent that the PCFHC continues to hold or have access to PHI within Telus PSS EMR after the termination of the Agreement, PCFHC shall comply with this Schedule "A" in connection with such PHI.

Conflict

13. In the event of any conflict or inconsistency between this Schedule "A" and the Agreement, the provisions of this Schedule "A" shall prevail.

SCHEDULE B – PCFHC ROLES – IVC and Physician Services to VTAC

Administrative Lead:

Human Resources:

- Hiring, orientation, training, support, and human resource management of medical reception staff related to IVC.
- Hiring, orientation, training, support, and HR management of admin support
- Scheduling of all physician staff including back fill, emergency replacement, vacation replacement, etc. to ensure coverage up to 7 days a week,
- Payroll for all staff including bi-weekly payroll submissions, validation, T4's and other paperwork.

Training:

- Development, set up, coordination and delivery of training for all staff hired on:
 - (EMR) including support by FHT/VTAC staff to physicians, scheduling of appointments, follow up as needed, OLIS/Clinical Viewer support, etc.
 - Overall training on VTAC and IVC and how each program operates and expectations all administrative and clinical staff,
 - Detailed review of all policies, procedures, code of conduct and professional standards.

Financial:

- Payment of VTAC invoices e.g., Virtual Visiting, website hosting and management,
- Submission of monthly invoicing to the County of Renfrew for all VTAC / IVC related costs.
- Submit monthly summary of all reporting to the Ministry of Health for all related expenses and revenues.
- Submit tracking and reconciliation of expenses and revenues for all VTAC / IVC related expenses.
- Review staffing, volumes, funding, and costs on a monthly basis. Adjust financial commitments if it is identified by the County that funding commitments have changed.

Other Administrative support by VTAC / IVC admin staff

- Set up of remote access to EMR for reception and physicians,
- Ongoing monitoring of billing removal and addition of new staff/physicians to Telus EMR,
- Tracking, set up and training for equipment,
- Set up users with appropriate accounts for the VTAC / IVC website and the InContact phone system,
- Scheduling of physicians.

Coordination

- Work with the Community Paramedic program for VTAC patients as well as remote monitoring as needed.
- Coordinate meetings with the County of Renfrew as needed.

Reporting:

- Monthly reporting of all activities to the County of Renfrew and Ontario Health as required.
- Weekly updating of data and dashboard on VTAC / IVC website.

Patient Facing:

- Uploading of other results received for patients to the patient's chart in the EMR.
- Distribution of email consent form to patients requesting results.
- Emailing of results once consents received.

Oversight:

County of Renfrew Paramedic Service is the Transfer Payment holder for the VTAC / IVC programs. The County of Renfrew Paramedic Service is responsible for the oversight, performance, and administration of this program. The County of Renfrew Paramedic Service will provide the support and guidance necessary to the PCFHC and its staff for the provision of the IVC and physician services.