

CITY OF HAMILTON

PUBLIC HEALTH SERVICES Planning and Business Improvement

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| TO: Mayor and Members Board of Health | WARD(S) AFFECTED: CITY WIDE |
| COMMITTEE DATE: March 29, 2011 | |
| SUBJECT/REPORT NO: Data Sharing Agreement Between OAHPP and Local Medical Officers of Health BOH11009 (City Wide) | |
| SUBMITTED BY: Elizabeth Richardson, MD, MHSc, FRCPC Medical Officer of Health Public Health Services Department | PREPARED BY: Nancy Greaves (905) 546-2424 Ext. 5542 |
| SIGNATURE: | |

RECOMMENDATION

- (a) That the Board of Health endorse the Medical Officer of Health (MOH) to disclose certain public health data, including personal health information, to the Ontario Agency for Health Protection and Promotion (OAHPP) for the purpose of the Ontario Agency for Health Protection and Promotion Act, 2007 and in a manner consistent with the Personal Health Information Protection Act (PHIPA);
- (b) That the Board of Health endorse the Medical Officer of Health to execute a data sharing Agreement with the OAHPP, satisfactory in form to the City Solicitor.

EXECUTIVE SUMMARY

The Ontario Agency for Health Protection and Promotion (OAHPP) has initiated this Data Sharing Agreement (the 'Agreement') to be completed with all 36 Public Health Units (PHU) in Ontario. The proposed Agreement is requesting data from four Public Health data sets:

- Immunization Record Information System (IRIS), the provincial reporting application for day care and school-aged children's immunization information.
- Integrated Services for Children Information System (ISCIS), the provincial reporting application for the Healthy Babies, Healthy Children Program
- Integrated Public Health Information System (iPHIS), the provincial reporting application for reportable diseases and outbreaks
- Rapid Risk Factor Surveillance System (RRFSS), a provincial partnership to collect surveillance data on important and emerging public health issues by on-going telephone survey.

Specific details on the data elements, timeframe, method, frequency and process for the data sharing are under development.

The Agreement will benefit both Public Health Units (PHUs) and the OAHPP. PHUs will have better local population health information available for program planning and decision-making. This information will assist PHUs in meeting the requirements of the Ontario Public Health Standards. The Agreement will further enable the OAHPP to achieve its objective of providing provincial level information that informs healthy public policy and public health planning, evaluation and action.

Privacy implications regarding the Agreement are a primary concern. To address these privacy issues, the OAHPP has developed the Agreement incorporating the privacy requirements for PHUs relating to the different governance models and the Personal Health Information Protection Act (PHIPA). The Information Privacy Commissioner (IPC) has been consulted in the Agreement development and the IPC recommendations have been integrated into the Agreement.

Alternatives for Consideration – Not Applicable

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| FINANCIAL / STAFFING / LEGAL IMPLICATIONS (for Recommendation(s) only) |
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Financial: None

Staffing: None

Legal: The legal implications of the Agreement include privacy and other statutory obligations and the duration of the Agreement:

The MOH for the Board of Health and the OAHPP are both Health Information Custodians (HIC) pursuant to PHIPA and are subject to the provisions of PHIPA. PHIPA specifically authorizes the MOH to disclose personal health information to the OAHPP if the disclosure is made for a purpose of the Ontario Agency for Health

Protection and Promotion Act. Further details are provided under the Policy Implications of this report.

The City, as a Board of Health, is subject to the provisions of the Health Protection and Promotion Act. While the Agreement will be between the MOH for the Board and the OAHPP, the Agreement will need to be mindful of the City's statutory obligations.

The draft Agreement provides the MOH for the Board and the OAHPP with the right to terminate the Agreement on at least 3 months' notice and further provides the MOH for the Board with the option to stop disclosing one or more data sets, without cause, at any time.

HISTORICAL BACKGROUND (Chronology of events)

The OAHPP mandate includes providing scientific advice and guidance to support PHUs in their role. The Agreement provides the foundation for the OAHPP to achieve this aim. Development of the Agreement was done as a health unit – OAHPP collaboration which began in February 2010. The steps taken to-date are:

February 2010: The consultation process began when the OAHPP introduced the concept of developing the Agreement at the Council of Medical Officers of Health (COMOH) meeting. Recognizing the different governance structures in public health, a working group was established with representatives from four PHUs to work with OAHPP legal and privacy staff to draft a template Agreement and provide feedback on its structure and content.

April - August 2010: The OAHPP implemented a collaborative development and review process for the draft Agreement with working group participants from Toronto Public Health; Simcoe-Muskoka District Health Unit; Niagara Region Public Health; and Algoma Public Health;.

August 2010: The draft Agreement was sent to the Office of the Information and Privacy Commissioner (IPC) for comment.

October 2010: The semi-final draft, incorporating many of the key recommendations from IPC, was circulated to the working group for feedback. Following discussion with Legal Counsel for Toronto, a few additional revisions were made resulting in the final draft Agreement

November 2010: Discussion was held with COMOH executive to determine the process for sharing the draft Agreement with all health units.

December 2010: A webinar was conducted to introduce the Agreement to all PHUs, with follow-up plans to execute health unit specific Agreements.

POLICY IMPLICATIONS

Privacy implications and public reporting of information by the OAHPP are the primary policy implications relating to this Agreement. These implications are outlined as follows:

Personal Health Information Protection Act (PHIPA): PHIPA was amended authorizing Health Information Custodians (HIC) to disclose Personal Health Information (PHI) to the OAHPP without consent, where the disclosure is made to allow the OAHPP to achieve its aims. Medical Officers of Health (MOH) as Health Information Custodians have authority then to disclose PHI to the OAHPP without consent. OAHPP agrees to not use more PHI than is reasonably necessary to meet the purpose and will ensure that it meets any future orders issued by the IPC. Additional components of the Agreement developed to comply with the provisions of PHIPA include:

- **Disclosure of the Data:** OAHPP will not disclose data to any third party except where permitted or required by law or court order. Regarding section 44 of PHIPA, all requests from third party researchers for PHI will be forwarded to the disclosing MOH directly.
- **Data Safeguards:** Similar to the MOH, the OAHPP is also a HIC bound by the provisions of PHIPA and must comply with the data safeguard requirements set out in sections 12, 13, and 30 of PHIPA.
- **Data Breaches:** OAHPP agrees to notify the local MOH as soon as it becomes aware of any data breach and will comply with the provisions in PHIPA regarding advising the Board of steps necessary to remedy the breach and prevent any recurrence.

Public Reporting: The Agreement requires that notice be given to PHUs by the OAHPP, whenever possible, 14 days prior to disclosure of any information that explicitly names the health unit in relation to the information. The OAHPP will provide copies of reports in advance of publication, but acknowledges that in the event of emergency or urgent circumstances, this may not be possible. As well, whether or not the PHU is mentioned, where the OAHPP identifies that the report is a benefit to Health Care, the PHU will receive a copy of the report.

RELEVANT CONSULTATION

The consultation that was completed to prepare this report is described as follows:

Legal Services, City Manager's Office – Legal Services provided assistance in determining the authority for the MOH for the Board to enter into this proposed Agreement with the OAHPP. The Solicitor identified that PHIPA provides the authority for the MOH to enter the Agreement and supported proceeding with this report as an important way to inform the Board of Health about the Agreement. All of the recommendations provided by the Solicitor have been incorporated into the report as directed. Specifically, the Solicitor provided input to the wording for the report recommendations and the legal implications.

Privacy Office, Ontario Agency for Health Protection and Promotion – The OAHPP Privacy Officer confirmed the process for finalizing the Agreement and the timeline for completion. The details on the data elements, timeframe, method, frequency and process for the data sharing will be finalized by a workgroup which includes membership from PHS. The timeline for finalizing the Agreement remains April 2011.

ANALYSIS / RATIONALE FOR RECOMMENDATION

(include Performance Measurement/Benchmarking Data, if applicable)

OAHPP was established under the OAHPPA with a broad mandate:

- To enhance the health protection and promotion in Ontario
- To contribute to efforts to reduce health inequities by providing scientific and technical advice and support to those working across sectors
- To carry out and support activities such as population health assessment, public health research, surveillance, epidemiology, planning and evaluation.

The proposed data sharing Agreement will enable the OAHPP to fulfill these objectives.

Benefits for Public Health Units: Through this Agreement, PHUs will benefit from a richer and more robust representation of the health and well-being of residents within their local communities. OAHPP will be able to generate reports and conduct comparative analyses of the experience of different population groups, for example, by age, sex, geography and income. This Agreement will provide PHUs with easier access to data at local, regional and provincial levels through regular reporting and during outbreaks. As well, the Agreement will facilitate research both at OAHPP and PHU levels as enhanced data will be available. Ultimately, this Agreement will also support PHUs in meeting the requirements of the Ontario Public Health Standards.

Benefits for the Ontario Agency for Health Protection and Promotion: The OAHPP is uniquely positioned to facilitate population-wide data collection and analysis. With easier access to data held by local PHUs across Ontario, OAHPP will be able to generate reports and conduct comparative analyses of the experience of different population groups. The access to public health data collected on a provincial basis will

allow the OAHPP to effectively evaluate the human health, well-being and development of Ontarians and provide reports to the public.

ALTERNATIVES FOR CONSIDERATION

(include Financial, Staffing, Legal and Policy Implications and pros and cons for each alternative)

Not applicable

CORPORATE STRATEGIC PLAN (Linkage to Desired End Results)

Focus Areas: 1. Skilled, Innovative and Respectful Organization, 2. Financial Sustainability, 3. Intergovernmental Relationships, 4. Growing Our Economy, 5. Social Development, 6. Environmental Stewardship, 7. Healthy Community

Skilled, Innovative & Respectful Organization

- ♦ A culture of excellence

Financial Sustainability

- ♦ Financially Sustainable City by 2020

Intergovernmental Relationships

- ♦ Influence federal and provincial policy development to benefit Hamilton
- ♦ Maintain effective relationships with other public agencies

Growing Our Economy

- ♦ An improved customer service

Social Development

- ♦ Residents in need have access to adequate support services

APPENDICES / SCHEDULES

None