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RISE Rapid-Improvement Support and Exchange

Frequently asked questions (FAQ)

[tool 1 complementing the data-sharing agreement template developed by BLG]

This FAQ document is designed to help OHT members understand how data sharing works under the OHT Data Sharing Agreement (DSA) template and, relatedly, the *Personal Health Information Protection Act, 2004* (PHIPA). It is intended as a practical, user-friendly resource and does not replace the DSA.

Instructions: Click on a link below to find the answer to a question that best matches your need, or scroll through the entire document to see answers to all of the question. Notes about this tool from BLG and RISE, as well as a proposed citation, can be found in a box at the end of the document.

1. What is the purpose of the DSA?

Data sharing can support integrated care and improve clients' care experiences and health outcomes.
The DSA template provides a clear framework for sharing Personal Health Information and other data lawfully and appropriately.

2. What means for sharing Personal Health Information does the DSA template structure?

The DSA template sets out means of sharing Personal Health Information; consider them 'sharing lanes.' The five sharing lanes are as follows:

- sharing for the Circle of Care Purpose – i.e., to provide or assist in the provision of healthcare
- sharing with express consent
- sharing to prevent harm
- sharing De-identified Data

- sharing Confidential Business Information.

The DSA template also permits service provision (i.e., sharing with a member who is a service provider or HINP to undertake an authorized activity)

3. Does the DSA template address the sharing of other information?

Yes. The DSA has a provision that structures the sharing of 'Confidential Business Information.' This is the provision that governs sharing financial information, internal operational information, contractual and commercial information, and information about a member's employees, contractors, and agents. The DSA template also addresses the sharing of de-identified Personal Health Information and the sharing of 'Indigenous Data,' defined as "de-identified data that is about Indigenous Peoples, communities, Nations, lands and resources."

4. Does the part of the DSA template that deals with 'system access' represent another 'sharing lane'?

No. The DSA template contemplates that one member may provision accounts on its information system to employees, contractors, or agents of another member. It imposes obligations on the other member meant to help account administration. This may help OHTs establish technical infrastructure for the sharing of data. The sharing of Personal Health Information through such infrastructure must be authorized by other means. For example, provisioning electronic medical record (EMR) accounts to outside clinicians may enable sharing for the Circle of Care Purpose. Provisioning EMR accounts may also facilitate service provision, for services set out in Appendix C of the DSA template.

5. Is a Service Provider under the DSA template the same as an electronic service provider?

Section 10(4) of PHIPA contemplates a person who provides services to enable a Health Information Custodian to electronically process personal health information (commonly known as an electronic service provider). A Service Provider under the DSA template could be an electronic service provider, but they could also provide other types of services that do not involve the electronic processing of personal health information (e.g., providing meals to patients).

6. What is the 'least privilege' principle?

The 'least privilege' principle is an information security concept which holds that users should be granted only the minimum level of access to data necessary to perform their authorized functions, and no more. In other words, users should not be granted access to data that they do not need in order to carry out their responsibilities.
For general information about information security practices, see the Canadian Centre for Cyber Security report on baseline cyber security controls for small and medium organizations.

7. What does "De-identified Data" mean?

In the DSA template, 'De-identified Data' means Personal Health Information that has been processed so that individuals cannot reasonably be identified, either directly or indirectly. The DSA template adopts the Information and Privacy Commissioner (IPC) of Ontario's guidelines for de-identification, which requires there to be a 'very low risk' of re-identification.

8. Can I use the DSA template to share de-identified Personal Health Information for any purpose?

Yes, but beware that the IPC has imposed requirements on Health Information Custodians who disclose de-identified Personal Health Information. In short, it requires Health Information Custodians who disclose de-

identified Personal Health Information to continue to govern the recipients in most circumstances. The DSA template contemplates this by requiring recipients to employ reasonable security measures to protect de-identified data and to "abide by all other written directions of the disclosing Party." It is up to disclosing parties to develop those directions and convey them to recipients in writing. Note that the IPC has also said that Health Information Custodians must actively disclose routine de-identification practices (which entail the "use" of Personal Health Information) in their written public statements.

9. Does the DSA template contemplate disclosures to non-custodian members who act as agents of Health Information Custodian members?

Yes. Agents are called 'Service Providers' in the DSA template. A Service Provider is a member that handles Personal Health Information on behalf of another member for that member's purposes. One way a Health Information Custodian member may share Personal Health Information with a non-custodian member is by hiring the non-custodian to provide services as its agent. Note that, in this role, the Health Information Custodian assumes responsibility (and potential liability) to clients for the delivery of the service(s). You can use Schedule C to deem members to be Service Providers, which renders them bound by the data protection terms in Schedule D.

10. Does the DSA template contemplate the provision of Personal Health Information to members who take on the role of HINP?

Yes. A health information network provider (or 'HINP') is an organization that provides electronic services to enable Health Information Custodians to share Personal Health Information (for example, a shared electronic system). Under the DSA template, a member who takes on the role of HINP is a 'Service Provider.' You can use Schedule C to deem a member to be a HINP, which renders it bound by the data protection terms in Schedule D and the duties of a HINP under PHIPA.

11. How do we use the DSA template to make a member responsible for managing an external cloud service provider/HINP on behalf of other members?

Make that 'managing member' a Service Provider and set out the service provision role in Schedule C.

12. Should I rely exclusively on the DSA template when initiating a new service provision relationship?

Not necessarily. There may be other duties that you should set out in a project agreement or other collateral agreement. For example, a member who manages an external cloud service provider/HINP on behalf of other members has an important privacy oversight role. The duties associated with that role ought to be documented in an agreement. The DSA template contemplates such collateral terms.

13. Should we adopt the DSA template as is?

No. The DSA template has been designed to be relevant and applicable to your OHT, but each OHT may have unique considerations, and tailoring the DSA template may have significant benefit.

14. Is the DSA template a substitute for due diligence?

No. Contracts are only part of due diligence. The risks of any new data sharing project occurring under the DSA template should be identified, assessed, and mitigated appropriately.

15. What if a party is a provincial ministry or government entity subject to Ontario's Financial Administration Act?

The indemnification language in the DSA template will likely need to be adjusted. Note that Ontario Health and Ontario Health atHome are each subject to the *Financial Administration Act*.

16. What if a party cannot commit to the insurance requirements in the DSA template?

The insurance requirements will need to be modified or removed for that party.

17. How do I add a party to the DSA template?

A new member can join the DSA template by entering into an Adhesion Agreement, set out in Schedule E.

18. How does a party withdraw from the DSA template?

A party may withdraw from the DSA template by giving at least 90 days' written notice to the other parties. Information shared before the withdrawal is not affected and does not need to be restricted or undone. However, if the withdrawing party received personal health information as a Service Provider, that information must be returned or destroyed in accordance with Schedule D.

Proposed citation: BLG and RISE. Frequently asked questions (FAQ) [tool 1 complementing the data-sharing agreement template developed by BLG]. Hamilton: McMaster Health Forum, 2026 (under license from BLG).

Note from BLG and RISE: This tool is meant to be read in conjunction with the following RISE brief, which provides links to the data-sharing agreement (DSA) template and to the other three tools in the series: Lavis JN, Moat KA, Wood B, Black L. RISE brief 37: Supporting data sharing by OHTs with an agreement template and four tools. Hamilton: McMaster Health Forum, 2026.

Note from RISE: RISE prepares both its own resources (like the RISE brief that introduces this and other DSA tools) that can support rapid learning and improvement, as well as provides a structured 'way in' to resources prepared by other partners and by the ministry. RISE is supported by a grant from the Ontario Ministry of Health to the McMaster Health Forum. The opinions, results and conclusions are those of RISE and are independent of the ministry and Ontario Health. No endorsement by the ministry or Ontario Health is intended or should be inferred.