

Dated this 20th day of March, 2013.

SCHEDULE “A”

MEMORANDUM OF UNDERSTANDING EXCHANGE OF INFORMATION

BETWEEN:

SUMMIT HOUSING & OUTREACH PROGRAMS (“SHOP”)

-and-

HALTON REGIONAL POLICE SERVICE (“POLICE”)

WHEREAS SHOP is a community-based provider of housing and support services to persons with a mental health diagnosis in the Region of Halton;

AND WHEREAS the Halton Regional Police Service is responsible for policing and the protection of the public in the Region of Halton;

AND WHEREAS SHOP has developed a Halton Crisis Protocol (“the Protocol”) and a Common Crisis Plan (“the Plan”) that with the goals of providing better emergency response to individuals with a mental illness in crisis, increasing the effectiveness and cohesiveness of crisis services for the Region of Halton, and to improve Police coordination for individuals who are likely to utilize crisis services.

AND WHEREAS the parties acknowledge that there is a need for an Information Sharing Protocol to deal with issues of client privacy, access to client information, and other operational matters that arise as a result of Police interaction with SHOP clients;

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

BACKGROUND INFORMATION

The parties acknowledge their respective responsibilities under privacy legislation (the *Personal Health Information Protection Act*, the *Municipal Freedom of Information and the Protection of Privacy Act*, the *Mental Health Act*, and the *Police Services Act*) and have entered into this Protocol to ensure that the release of documents, information and patient access is done in a manner that takes this into account along with the paramount consideration of the protection and preservation of life.

This Protocol deals only with the sharing of personal health information (“PHI”) to the Police. It does not restrict the ability of SHOP to provide the Police with (i) non-PHI, (ii) witness information if an offence/violation was witnessed or (iii) information not associated with their interaction with SHOP clients.

PURPOSE

1. This Memorandum of Understanding (“MOU”) has been developed and executed by SHOP and the Police to set out conditions and procedures for the provision of PHI from SHOP to the Police to ensure compliance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act*, the *Police Services Act* and Regulation 265/98 thereunder, the *Mental Health Act* (Ontario), and other relevant legislation, as applicable.

SHARING OF INFORMATION

2. Where SHOP becomes aware of, is responding to, or dealing with, an emergent or potentially emergent situation in the course of supporting its clients, SHOP may provide the Police with PHI from the records of SHOP which may be relevant to a matter being dealt with by the Police
3. Without limiting the generality of the foregoing, SHOP may, within the limitations imposed by law, provide to the Police PHI and other information in its possession which may be relevant to risk assessment and/or to the appropriate response to a matter being dealt with by the Police.
4. It is accepted and understood that PHI shall not be provided to the Police by SHOP without the express, written, and informed consent of the individual(s) to which the PHI applies.

CONFIDENTIALITY AND LIMITATIONS

5. The Police shall collect, use and disclose information under this MOU only as provided for under the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act*, the *Police Services Act* and Regulation 265/98 there under, the *Mental Health Act* (Ontario) and other applicable legislation.
6. The parties shall use the information provided pursuant to this Memorandum of Understanding only for purposes specifically authorized herein.
7. Each party undertakes to fully maintain, respect and protect the confidentiality of the information received under this MOU and not to release or disclose or otherwise disseminate information received to any person or agency or institution, except if such release is clearly authorized herein or by law.
8. The parties shall develop and implement any policies and practices which are necessary to ensure that the terms of this MOU are respected.

RECORDS MANAGEMENT

9. It is understood and agreed that the Police may include, on Police occurrence reports, crisis plan information received from SHOP. All original occurrence reports shall be the property of the Police and shall be maintained by the Police in accordance with the Regulations and Retention Schedules of the Police.
10. Any Police information or record which includes crisis plan information originating from the files of SHOP remains the record and property of the Police for subsequent production or disclosure purposes. However, in the event that the Police receive a request for information with respect to, or including, an item originating from SHOP, the Police agree to refer the request to SHOP for response to the request for disclosure before disclosing any personal information or PHI.

GENERAL

11. This MOU shall commence on, and take effect from March 20, 2103 and shall continue in effect for a term of one (1) Year. Upon completion of this initial one (1) year term), the parties may agree in writing to renew this MOU and it shall continue in force for consecutive one (1) year terms until such time as amended, altered, or terminated by and may be terminated by either party giving thirty (30) days written notice to that effect to the other. However, it is agreed and understood that any party may terminate this MOU at any time, without prior notice, upon determination that a breach of security has occurred relative to the improper use or dissemination of information provided in accordance with this MOU or for non-compliance with the provisions of this MOU.
12. This MOU may be altered or amended at any time by the provision of written Notice to all the parties of any alterations or amendments desired by any party and such alterations and/or amendments shall become effective only upon the written approval and acceptance of any alteration or amendment by both the parties.
13. There shall be no waiver of any obligations set out in this MOU unless in writing.
14. This MOU constitutes the entire agreement between the parties. There are no other agreements, understanding, representations or warranties, whether collateral, oral or otherwise, except as may be established pursuant to this Protocol.
15. Notwithstanding the formalities of this MOU, it is the intent of the parties that this MOU is the basis for ensuring that issues are dealt with in a timely and efficient manner with the safety of the public, the parties' staff, and clients being the paramount concern.
16. Notices under this MOU shall be in writing and delivered personally or by ordinary prepaid mail or by facsimile. Notices delivered by mail shall be deemed to have been received on the fourth business day after the date of mailing. In the event of an interruption in postal Police, notice shall be given by personal delivery or by facsimile. Notices delivered by facsimile shall be deemed to have been received at the time of delivery or transmission.

Notices shall be sent to the following addresses:

Executive Director
Summit Housing & Outreach Programs
760 Brant Street, Suite 405A
Burlington, Ontario L7R 4B7
Fax: (905) 333-6782

Chief of Police
Halton Regional Police Service
1151 Bronte Road
Oakville, Ontario L6M 3L1
Fax: (905) 825-4854

IN WITNESS WHEREOF, this Memorandum of Understanding effective March 20, 2013, has been signed on behalf of Summit Housing & Outreach Programs; the Halton Regional Police Service by duly authorized officers of both institutions, on the dates noted below:

SUMMIT HOUSING & OUTREACH PROGRAMS

Michael Minnes, Vice Chair, Board of Directors
(I have the authority to bind Summit Housing & Outreach Programs)
(seal)

THE HALTON REGIONAL POLICE SERVICE

Stephen J. Tanner
CHIEF OF POLICE