

<b>Data Sharing Agreement</b>
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**THIS AGREEMENT** dated this XX day of [month], 2022

**BETWEEN:**

**HER MAJESTY THE QUEEN in RIGHT OF ONTARIO as  
represented by the Minister of Long-Term Care  
(the “Province”)**

– and –

**[insert name of Community Paramedicine program]  
(the “Recipient”)**

**Background**

**WHEREAS** the Province is a health information custodian under section 3(9) of Regulation 329/04 made under PHIPA.

**AND WHEREAS** the Recipient is a health information custodian under section 3(1)4vii of PHIPA.

**AND WHEREAS** the Province and the Recipient entered into a Transfer Payment Agreement for the Community Paramedicine for Long-Term Care (CPLTC) program dated [insert date], pursuant to which the Recipient is required to enter into a data sharing agreement with the Province to directly collect the Relevant PHI from clients and share this information with the Province, if clients provide them with the consent to do so, to support the Ministry of Long-Term Care’s analysis and evaluation of the program.

**AND WHEREAS** the Province seeks to obtain information about the participants in the Recipient’s CPLTC program for the purpose of program evaluation.

**AND WHEREAS** pursuant to section 29 of PHIPA, the Recipient has obtained the express consent of participants in the CPLTC program for the Recipient to disclose the Relevant PHI to the Province, and for the Province to collect and use the Relevant PHI for the purpose of program evaluation.

**AND WHEREAS** the Province shall collect and use the Relevant PHI for the purpose of program evaluation, pursuant to section 29 of PHIPA.

**NOW THEREFORE** in consideration of the mutual covenants contained in this Agreement, and subject to the terms and conditions set out in this Agreement, the Province and the Recipient covenant agree as follows:

## ARTICLE 1

### DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement including the recitals above, the following words have the following meanings:

**“Agreement”** means this Data Sharing Agreement, including all appendices attached hereto, between the Province and the Recipient as it may be amended from time to time in accordance with its terms;

**“Applicable Law”** means with respect to any person, property, transaction, event or other matter, any rule including any health professional college rule, any law, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law relating to or applicable to such person, property, transaction, event or other matter;

**“CPLTC Data Dictionary”** means the document prepared by the Ministry of Long-Term Care titled “Community Paramedicine Programs – Data Dictionary v1.1”, as it may be amended and updated from time to time;

**“CPLTC Program Framework”** means the document prepared by the Ministry of Long-Term Care titled “Community Paramedicine for Long-Term Care Framework for Planning, Implementation and Evaluation”, as it may be amended and updated from time to time;

**“De-identify”** has the same definition as “de-identify” in Section 2 of PHIPA, and “de-identification” and “de-identified” have the same meaning;

**“Derived Personal Information”** means information that could potentially identify an individual, due to a subset of less than five (5) observations, through a process of elimination, or otherwise;

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. F.31, as amended or replaced from time to time;

**“Harmful Code”** means any computer code which is designed to adversely affect or interfere with the use or operation of any computer software, equipment

or computer system, including without limitation, time bombs, Trojan horses, timelocks and viruses.

**“Identifying Information”** has the same definition as in Section 4(2) of PHIPA, as may be amended or replaced from time to time;

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, her advisors, agents, appointees and employees, and the members of the Executive Council of Ontario and their advisors and staff;

**“Party”** means the Province or the Recipient and **“Parties”** means the Province and the Recipient;

**“Permitted Purpose”** means the permitted purpose described in Appendix “1” to this Agreement, entitled “Permitted Purpose”;

**“Personal Health Information”** or **“PHI”** has the same definition as “personal health information” in Section 4 of PHIPA, as may be amended from time to time;

**“PHIPA”** means the *Personal Health Information Protection Act, 2004* S.O. 2004, c.3 Sched. A, as amended or replaced from time to time;

**“Relevant PHI”** means the Personal Health Information and sociodemographic data listed in Appendix “2” to this Agreement, entitled “Relevant PHI”;

**“Report”** means the final version of any written material, in any format and on any media, including print, electronic and digital, produced by the Province, that reports outcomes, results or conclusions relating to use of the Relevant PHI, and is based on or contains the Relevant PHI, and **“Reports”** means any two (2) or more of these; and

**“TPA”** means the Ontario Transfer Payment Agreement between the Province and the Recipient dated [month] XX, [year] as it may be amended from time to time in accordance with its terms.

- 1.2 **Amendment.** Except as otherwise provided for in the Agreement, no amendment to this Agreement will be binding unless in writing and signed by both Parties.
- 1.3 **No Waiver.** A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the Party providing the waiver. Every such waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent or previous failure to comply.
- 1.4 **Governing Law.** This Agreement, and the rights, obligations and relations of the Parties will be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the applicable federal laws of Canada. The Parties

irrevocably and unconditionally submit to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them.

- 1.5 **Entire Agreement.** This Agreement, including all appendices attached hereto, constitutes the entire agreement between the Parties with respect to the disclosure of the Relevant PHI by the Recipient to the Province in accordance with the TPA and the Province's collection and use of the Relevant PHI, and supersedes any prior agreements or understandings, collateral, oral or otherwise, existing between the Parties at the time this Agreement is entered into.

## **ARTICLE 2 TERM**

- 2.1 **Term.** This Agreement is effective from the date it is signed by the Province and will remain in force until the Expiry Date, as that term is defined in the TPA, unless otherwise terminated in accordance with its terms.

## **ARTICLE 3**

### **RELEVANT PHI TO BE PROVIDED**

- 3.1 **Relevant PHI.** The Recipient shall disclose the Relevant PHI to the Province for the Permitted Purpose at such time or times, and by such means, as outlined in the TPA.
- 3.2 **Collection, Use and Disclosure of Relevant PHI.** The Province will:
- (a) only collect, use and disclose the Relevant PHI in accordance with the TPA, this Agreement and Applicable Law;
  - (b) use the Relevant PHI only for the Permitted Purpose;
  - (c) only provide the Relevant PHI to individuals who require it in order to carry out the Permitted Purpose;
  - (d) securely destroy the Relevant PHI when it is no longer needed for the Permitted Purpose.

However, nothing in this Agreement shall be construed so as to limit the Province's ability to use and disclose the Relevant PHI in accordance with Applicable Law.

- 3.3 **Confidentiality and Security.** The Province will take all appropriate steps to ensure the Relevant PHI is collected, used, maintained and destroyed in a

confidential and secure manner in accordance with applicable government policies and directives.

- 3.4 **Completeness and Accuracy.** The Recipient will use all reasonable efforts to ensure the completeness and accuracy of the Relevant PHI.
- 3.5 **No Harmful Code from the Recipient.** The Recipient warrants that it will take all commercially reasonable steps to ensure that the Relevant PHI and all media upon which the Relevant PHI may be delivered to the Province, will not contain any computer code which is designed to adversely affect or interfere with the use or operation of any computer software, equipment or computer system, including without limitation, time bombs, Trojan horses, timelocks and viruses.
- 3.6 **Parties to Assist Each Other.** Each Party shall provide to the other Party all assistance reasonably requested in regard to any relevant privacy concern arising from this Agreement, including complaints of individuals, and complaints and reviews conducted by the Information and Privacy Commissioner of Ontario.
- 3.7 **Notice of Breach.** The Parties will immediately notify one another as soon as the Party becomes aware of a potential or actual breach of any term or condition of this Agreement, including a breach pertaining to the security of the Relevant PHI, and provide such information about the breach as the other Party may reasonably request.

## ARTICLE 4

### REVISED APPENDICES

- 4.1 **Revised Appendix.** The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:
  - (a) a new Appendix 1 Permitted Purpose;
  - (b) a new Appendix 2 Relevant PHI;
  - (c) a new Appendix 3 Roles and Responsibilities of the Province and the Recipient;
  - (d) a new Appendix 4 Security Requirements; and
  - (e) a new Appendix 5 Consent Form.
- 4.2 **Deemed to be Replaced.** If the Province provides a new Appendix in accordance with section 4.1, the new Appendix will be deemed to be either Appendix 1 Permitted Purpose, Appendix 2 Relevant PHI, Appendix 3 Roles and Responsibilities of the Province and the Recipient, Appendix 4 Security Requirements or Appendix 5 Consent Form as the case may be, for the period of time to which it relates.

## **ARTICLE 5**

### **INTELLECTUAL PROPERTY RIGHTS AND USE OF REPORTS**

- 5.1 **Relevant PHI.** The Recipient has no intellectual property right, title or interest in the Relevant PHI. The Province reserves all of its intellectual property rights including copyright, and all other of the Province's rights in and to the Relevant PHI, that are not expressly granted by this Agreement.
- 5.2 **Province's Right to Publish Reports.** The Parties acknowledge that the Province may use the Relevant PHI to create and use de-identified Relevant PHI for the purpose of publishing Reports. The Province shall own all intellectual property rights in and to the Reports and reserves all of its copyright, intellectual property rights, and other rights, in and to the Reports that are not expressly granted by this Agreement.
- 5.3 **Recipient Warranties and Covenants.** The Recipient warrants and covenants that it has, or at all material times will have, all intellectual property rights and all other rights necessary to grant every right granted by the Recipient under this Agreement, without violating or infringing the intellectual property rights or any other rights of any third-party.
- 5.4 **No Publication.** For certainty, with the exception of any reporting obligations required for compliance with the terms of the TPA, the Recipient shall not publish, in any report or otherwise, any Identifying Information, Personal Information, Personal Health Information or Derived Personal Information, derived from or based on the Relevant PHI.
- 5.5 **Province Subject to FIPPA.** The Recipient acknowledges that, subject to the terms and conditions of FIPPA, including any protection afforded to the Relevant PHI by FIPPA, the Recipient may be required to disclose information including copies of Reports in the custody or control of the Province, pursuant to FIPPA.

## **ARTICLE 6**

### **LIABILITY, INDEMNIFICATION AND INSURANCE**

- 6.1 **Ontario Not Liable.** The Indemnified Parties will not be liable to the Recipient, the Recipient's personnel, or any other person, for any losses, expenses, costs, damages or liabilities, or any causes of action, actions, claims, demands, lawsuits or other proceedings in any way based upon, occasioned by, attributable to, arising out of or by reason of, this Agreement, the Recipient's performance of the Recipient's obligations under this Agreement or any failure of the Recipient to perform those obligations.

- 6.2 **Indemnification.** The Recipient agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively “Claims”), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees or independent contractors in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement. The Recipient further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation Ontario, claimed or resulting from such Claims.
- 6.3 **Insurance.** The Recipient represents and warrants that the insurance it has and is maintaining for the term of the TPA shall extend to any liability that may arise with respect to the Recipient and/or the Indemnified Parties in connection with this Agreement.
- 6.4 **Proof of Insurance.** The Recipient will provide Ontario with certificates of insurance, or other proof as may be requested by Ontario, if requested by Ontario, that confirms the insurance coverage required in section 6.3 (Insurance).

## ARTICLE 7

### TERMINATION

- 7.1 **Termination for Breach.** The Province may terminate this Agreement immediately upon notice to the Recipient in the event of any breach by the Recipient of any material representation, warranty, condition or covenant of this Agreement.
- 7.2 **Termination on Notice.** The Province may terminate this Agreement at any time, without cause, upon at least thirty (30) days prior notice to the Recipient.
- 7.3 **No Further PHI Provided.** Upon termination of this Agreement, the Recipient will have no further obligation to provide the Relevant PHI to the Province.

## ARTICLE 8

### NOTICE

- 8.1 **Notice.** Notices under this Agreement will be in writing and will be delivered by email, postage-prepaid mail, courier, personal delivery or fax and addressed to the other Party as provided below or as either Party will later designate to the other in writing by notice in writing.

**To the Province:**

Adriana Ibarguchi – Assistant Deputy  
Minister, Long-Term Care Policy Division  
Ministry of Long-Term Care  
6<sup>th</sup> Floor, 400 University Ave  
Toronto, ON M5G 1S5  
Phone: 647-921-1732

**To the Recipient:**

[Title]  
[Address]  
Phone:  
Fax:  
E-mail:

- 8.2 **Effective Notice.** All Notices will be effective:
- (a) at the time the delivery is made if the Notice is delivered personally, by e-mail, pre-paid courier or by facsimile; or
  - (b) three (3) days after the day the Notice was deposited in the mail if the Notice is sent by registered or postage prepaid mail, under normal service conditions;
- unless the day the Notice is effective falls on a day when the Party is normally closed for business, in which case the Notice will not be effective until the next day that is a day when the Party is normally open for business.

## ARTICLE 9

### GENERAL

- 9.1 **Assignment and Transfer.** Neither Party will assign or transfer this Agreement, any part of this Agreement, or any benefit or interest in or under this Agreement, without the prior written consent of the other Party.
- 9.2 **Cumulative Rights and Remedies.** Except to the extent otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by law or equity.
- 9.3 **Contract Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.
- 9.4 **The Recipient Not a Partner, Agent or Employee.** The Recipient will have no power or authority to bind the Province or to assume or create any obligation or responsibility, express or implied, on behalf of the Province. The Recipient shall not hold itself out as an agent, partner or employee of the Province. Nothing in this Agreement shall have the effect of creating an employment, partnership or

agency relationship between the Province and the Recipient (or any of the Recipient's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the *Public Service of Ontario Act*, 2006, S.O. 2006, c. 35, Sch. A, as amended.

- 9.5 **Further Assurances.** The Parties agree to do or cause to be done all acts and things necessary to implement and carry into effect this Agreement to its full extent.
- 9.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.7 **Survival.** Section 3.6 (Parties to Assist Each Other), Article 5 (Intellectual Property Rights and Use of Reports), Article 6 (Liability, Indemnification and Insurance), and this section 9.7 (Survival) will survive the termination of this Agreement for any reason.

**IN WITNESS OF WHICH** the Parties have made this Agreement.

**Her Majesty the Queen in right of  
Ontario as represented by the  
Minister of Long-Term Care:**

**Her Majesty the Queen in right of  
Ontario as represented by the  
Minister of Health:**

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name: Adriana Ibarguchi

Name:

Title: Assistant Deputy Minister, Long-Term  
Care Policy Division

Title:

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**[Name of Community Paramedicine program]:**

Signature: \_\_\_\_\_

Name:

Title:

Date of Signature: \_\_\_\_\_

I have the authority to bind the Recipient.

## **APPENDIX 1 PERMITTED PURPOSE**

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The Permitted Purpose for the Recipient's disclosure of the Relevant PHI to the Province and the Province's collection and use of the Relevant PHI is for the evaluation of the Community Paramedicine for Long-Term Care (CPLTC) program outlined in the TPA and the CPLTC Program Framework as may be amended from time to time in accordance with their terms.

Program evaluation will help the province, local CPLTC programs, and health partners understand the outcomes and impact of the CPLTC program, such as improved patient outcomes and cost effectiveness. The Province will work together with participating communities to collect and analyze relevant data, including PHI, which will help inform future decision-making and program improvement.

Participating communities are required to report regularly to the Province on a set of indicators linked to outputs and outcomes. The indicators to be collected are identified in the CPLTC Program Framework and may be amended from time to time.

Individual communities may choose to collect additional qualitative or quantitative measures depending on their needs for planning purposes.

## **APPENDIX 2 RELEVANT PHI**

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The Relevant PHI is all of the following Personal Health Information and sociodemographic data of the patients who provided their consent using the Consent Form in Appendix 5 to the Recipient's disclosure of this information to the Province and to the Province's collection and use of this information for the Permitted Purpose.

The Relevant PHI is outlined in the CPLTC Data Dictionary and may be amended from time to time in accordance with the terms of the TPA.

**APPENDIX 3**  
**ROLES AND RESPONSIBILITIES OF THE PROVINCE AND THE RECIPIENT**

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Party	Role	Responsibilities	Accountabilities
MLTC	Business Sponsor  Health Information Custodian (Collecting)  Information Consumer	<p>Overall management, direction and funding of the CPLTC program</p> <p>Ensuring Data Sharing Agreement(s) required is/are in place</p> <p>Provisioning the Client Consent Form and the TPA which enables the ministries (MOH/MLTC) to collect and use personal health information and/or sociodemographic data for the purpose of CP program evaluation ("permitted purpose")</p> <p>Ensuring consent management policies and processes are in place to provide appropriate protection and privacy of personal health information in the ministries' possession</p> <p>Evaluation of CPLTC Program</p> <p>The CPLTC Program Framework ("the Framework"), which may be amended from time to time by the Province.</p>	<p>Accountable for the CPLTC data asset and content, including metadata and data quality, and make access decisions regarding its collection/use/disclosure, retention and disposal</p> <p>Accountable for ensuring PHIPA compliance and authorized collection/use/disclosure of personal health information</p>
CP program/recipient	Data Contributors  Health Information Custodian (Disclosing)	<p>Ensuring consent management policies and processes are in place at the local program level</p> <p>Client consent forms are kept in a safe place, and available to the ministries for audit and investigation.</p>	<p>Collecting and managing explicit client consent (and consent withdrawals) via client consent forms -- duly signed by the individual patient or substitute decision maker -- and providing confirmation notice</p>

		<p>Collecting PHI and sociodemographic and disclosing the data to the ministries based on the existing client consent directive/status and the permitted purpose, as stated in the TPA.</p> <p>Coordinating with MLTC to address access request and/or contain, investigate and resolve any privacy incident or breach (including individual patient and Information and Privacy Commissioner of Ontario (IPCO) notification)</p>	<p>Ensuring PHIPA compliance and authorized collection/use/disclosure of personal health information and/or sociodemographic data</p>
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## **APPENDIX 4**

### **SECURITY REQUIREMENTS**

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Processes for data collection, use, disclosure, retention and disposal by the Ministry of Long-Term Care and Ministry of Health (ministries) are in accordance with PHIPA and all other applicable legislation. The ministries have privacy (breach) management policies and processes in place to provide appropriate protection and privacy of personal health information in the ministries' possession.

The ministries will coordinate with the Access and Privacy Office to address access requests and/or contain, investigate and resolve any privacy incident or breach (including notifying individual patients and the Information and Privacy Commissioner of Ontario).

## APPENDIX 5 CONSENT FORM

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### *Community Paramedicine Program Client Consent Form*

#### **Instructions**

The attached consent form is intended for people interested in enrolling to participate in the evaluation of their local and provincial Community Paramedicine program(s) (CP program(s)). By signing the form, you are providing consent for the CP program, the Ontario Ministry of Health and the Ontario Ministry of Long-Term Care (the ministries) to collect, use, and disclose your personal health information for the purpose of CP program evaluation. Before signing, please read the information below carefully.

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#### **Q1: Why am I being asked for my consent?**

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A1: In order to evaluate the CP program and better understand its impact on clients and their caregivers, the CP program and the ministries require specific data and information. This includes information that is considered personal health information under the *Personal Health Information Protection Act, 2004*. This information allows us to understand if the CP program is working for people such as yourself, but also to understand the impact it may have on the broader health care system. Findings from the evaluation will help the ministries assess and improve the effectiveness of CP programs across the province.

Your personal health information will only be collected, used and disclosed for the purpose of CP program evaluation and will not be used for any other purposes.

You can choose whether or not to consent to the collection, use and disclosure of your personal health information for the purpose of CP program evaluation.

Please speak with your local CP program if you have any questions about the evaluation or the attached consent form.

The collection, use and disclosure of your personal health information by CP programs and the ministries are subject to the *Personal Health Information Protection Act, 2004*.

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#### **Q2. Can a substitute decision-maker consent to the collection, use and disclosure of an individual's personal health information for the purposes of CP Program evaluation?**

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A2. You may authorize another person to give, withhold or withdraw consent to the collection, use and disclosure of your personal health information on your behalf.

If you are capable and have authorized another person to consent to the collection, use and disclosure of your personal health information, then, in accordance with the *Personal Health Information Protection Act, 2004*, this person may consent on your behalf.

Similarly, if you are incapable of consenting to the collection, use or disclosure of your own personal health information, then a legally authorized substitute decision-maker may consent on your behalf.

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**Q3. After I give my consent, what will happen to my personal health information?**

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A3. The CP program will disclose your health records (personal health information) to the ministries for the purpose of CP program evaluation.

If you provide your consent, the ministries will collect and use your personal health information to determine if enrollment in the CP program impacts other health care services, such as 911 calls and emergency room visits. Under the *Personal Health Information Protection Act, 2004*, the ministries are a health information custodian and are obligated to ensure appropriate protection and privacy of your personal health information in the ministries' possession.

The ministries will only collect and use your personal health information to evaluate your local and provincial CP program(s), and will not disclose your personal health information unless the disclosure is required by law. The ministries will also not include identifying information about you, such as your name, contact information and health card number, within any reports, presentations or any other materials that contain findings from the CP program evaluation.

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**Q.4 What if I change my mind and want to stop the collection, use and disclosure of my personal health information?**

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A4. You can withdraw your consent at any time by contacting **Sara Johnston, Deputy Chief Professional Standards, Kawartha Lakes Paramedic Service**, who is responsible for managing client consent at [sjohnston@kawarthalakes.ca](mailto:sjohnston@kawarthalakes.ca) or 705-878-1284 ext. 3313.

If you withdraw your consent, the CP program will not be permitted to disclose your personal health information, and the ministries will not be authorized to collect or use your personal health information from the time you withdraw your consent. Your withdrawal of consent will not be retroactive. The ministries will continue to be permitted to use and disclose (as required by law) any of your personal health information that was collected by the ministries before the date your withdrawal of consent was applied, in order to support the provincial evaluation of CP programs.

# ***Community Paramedicine Program Client Consent Form***

## **I consent to:**

- a) The Community Paramedicine (CP) program collecting, using and disclosing my personal health information as described below. The CP program, the Ministry of Health and the Ministry of Long-Term Care (the ministries) may collect, use and disclose my personal health information for the purpose of supporting the ministries' evaluation of CP programs. Information collected includes:
- My name, address, living arrangements, date of birth and health card number;
  - My chronic health conditions, if any, such as: dementia, hypertension, diabetes, coronary heart disease, behavioural symptoms (e.g., wandering, verbally abusive behaviour), etc.;
  - Information about the CP program and services that were provided to me, such as assessment and referral services, home care and clinic services; and,
  - Information about whether I am on a waitlist for placement in a long-term care home.
- b) The City of Kawartha Lakes represented by Kawartha Lakes Paramedic Service Community Paramedic Program's disclosure of my personal health information as described above to the ministries.
- c) The ministries' collection and use of this personal health information, including the ministries' use of this information together with my personal health information in the ministries' internal health databases for the purpose of evaluating CP programs locally and province-wide. This will include personal health information related to:
- My usage of other emergency medical services and hospital services (e.g., my 911 calls, emergency department visits, hospital admissions) before, during and after my enrolment in the CP program.

## **I understand that:**

- The disclosure of my personal health information to the ministries will continue until I am no longer enrolled in the CP program, or until I withdraw my consent.  
I can withdraw my consent at any time by contacting Sara Johnston, Deputy Chief Professional Standards, Kawartha Lakes Paramedic Service, who is responsible for managing client consent at [sjohnston@kawarthalakes.ca](mailto:sjohnston@kawarthalakes.ca) or 705-878-1284 ext. 3313. If I withdraw my consent, the CP program will no longer disclose my personal health information to the ministries for the purpose of the CP program evaluation. However, the ministries will continue to be permitted to use and disclose as required by law any of my personal health information that was already disclosed to the ministries for any future analysis of the CP program(s).
- My personal health information will only be collected, used and disclosed by the CP program and the ministries as summarized in this consent form and as permitted or required by the *Personal Health Information Protection Act, 2004* or any other law.
- I may withdraw my consent at any time, by contacting Sara Johnston, Deputy Chief Professional Standards, Kawartha Lakes Paramedic Service, who is responsible for managing client consent at [sjohnston@kawarthalakes.ca](mailto:sjohnston@kawarthalakes.ca) or 705-878-1284 ext. 3313.
- Withholding or withdrawing my consent will not affect my eligibility for the CP program.

- Withholding or withdrawing my consent will in no way affect my relationship with my other health care providers.
- Information that has been de-identified and aggregated will continue to be collected, used and disclosed for CP program evaluation. Personal health information that has been properly de-identified no longer includes detail that can be used to connect to or identify an individual. For example, this may include aggregated information or findings, such as the total number of people served in the CP program in a given time period.

**If you consent to the collection, use and disclosure of your personal health information for purposes of CP program evaluation as described on this form, please fill out Section 1 and sign Section 3.**

I have the legal authority to consent to this collection, use and disclosure as I am:

- ☐ The CP program client; or
- ☐ Legally authorized to consent on behalf of the client (the individual's substitute decision-maker) – see Section 3, below.

### Section 1 – Client Information

Last Name	First Name	Middle Initial
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Ontario Health Number (complete section 2 if you do not have an Ontario Health Number)

### Mailing Address

Unit Number	Street Number	Street Name	
City/Town	Province	Postal Code	

### Section 2 Alternate Identifier

**(Complete this section only if you do not have an Ontario Health Number)**

Another province's Health Number	Medical Record Number
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### Mailing Address

Unit Number	Street Number	Street Name	PO Box
City/Town	Province	Postal Code	

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**Section 3 – Signatures**

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Signature of the client or their substitute decision-maker

Date (yyyy/mm/dd)

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If a substitute decision-maker has signed, that person must print their name below.

Last name

First Name

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Identity of substitute decision-maker (check one)☐

Guardian

☐

Child

☐

Attorney for Property/Personal Care

☐

Spouse / Partner

☐

Sibling

☐Representative Appointed by Consent &  
Capacity Board☐

Parent

☐

Other (specify) \_\_\_\_\_