

**AMENDED AND RESTATED  
COMMUNITY INTEGRATION DATA SHARING AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT is effective as of the 29<sup>th</sup> day of September, 2017 (the “**Effective Date**”) between the parties named in Schedule “A” to this Agreement, each of which have executed a Participant Agreement in the form of Schedule “B” (herein referred to as the “**Participants**” and each a “**Participant**”).

**RECITALS**

1. WHEREAS each Participant is a health information custodian as that term is defined under the *Personal Health Information Protection Act, 2004* (Ontario) (“**PHIPA**”);
2. AND WHEREAS each Participant desires to share Personal Health Information (“**PHI**”) for which it is a health information custodian through electronic means, or otherwise for the purposes of providing health care or assisting with the provision of healthcare in accordance with PHIPA (“**Permitted Purpose**”);
3. AND WHEREAS this Amended and Restated Community Integration Data Sharing Agreement (“**Agreement**”) sets out the roles and responsibilities of each Participant with respect to the sharing of PHI and requirements relating to privacy and security;
4. AND WHEREAS a number of the Participants entered into a data sharing agreement having an effective date of April 13, 2015 (“**Original Data Sharing Agreement**”) and wish to enter into this Agreement to amend, restate and replace the Original Data Sharing Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**1. Definitions**

In this Agreement:

- (1) “**Agent**”, “**collect**”, “**disclose**”, “**health care**”, “**health information custodian**”, “**information practices**” and “**use**” shall each have the meaning ascribed thereto in PHIPA;
- (2) “**Agreement**” means this Amended and Restated Community Information Data Sharing Agreement including any recitals and schedules hereto;
- (3) “**Applicable Law**” means PHIPA and the regulations made thereunder and any other legislation in force from time to time that is applicable to a Participant and a purpose of which is to protect personal information, including without limitation personal health information;
- (4) “**Business Day**” means any day except Saturday, Sunday or any statutory holiday in the Province of Ontario;
- (5) “**Client**” or “**Patient**” means an individual receiving health care or other services from a Participant and in respect of PHI, the individual to whom it relates;
- (6) “**Defaulting Party**” shall have the meaning ascribed thereto at Section 16;
- (7) “**Dispute**” shall have the meaning ascribed thereto at Section 9;
- (8) “**Effective Date**” means the 29<sup>th</sup> day of September, 2017;

- (9) “**Indemnified Party**” shall have the meaning ascribed thereto at Section 12(1);
- (10) “**Indemnitor**” shall have the meaning ascribed thereto at Section 12(1);
- (11) “**LHIN**” means the South West Local Health Integration Network;
- (12) “**Network**” means the virtual private network known as Total Health Care supported by ONE CARE to enable Participants to share PHI pursuant to a Network Services Agreement;
- (13) “**Network Participants**” means those Participants that have entered into a Network Services Agreement with ONE CARE;
- (14) “**Network Policies**” means the shared information practices and policies relating to the Network and the collection, use or disclosure of PHI, as may be developed from time to time;
- (15) “**Non-Defaulting Parties**” shall have the meaning ascribed thereto at Section 16;
- (16) “**Notices**” shall have the meaning ascribed thereto at Section 20;
- (17) “**ONE CARE**” means ONE CARE Home and Community Support Services;
- (18) “**ONE CARE Privacy Officer**” means ONE CARE’s Privacy Officer or delegate;
- (19) “**Original Data Sharing Agreement**” shall have the meaning ascribed thereto in the Recitals;
- (20) “**Original Participants**” are those Participants who were parties to the Original Data Sharing Agreement;
- (21) “**Participant(s)**” are the parties listed in Schedule “A” to this Agreement, as amended from time to time;
- (22) “**Personal Health Information**” or “**PHI**” means personal health information as that term is defined by PHIPA, and includes identifying information that is not PHI but that is contained in a record that contains PHI;
- (23) “**Permitted Purpose**” shall have the meaning ascribed thereto in the Recitals;
- (24) “**PHIPA**” means the *Personal Health Information Protection Act, 2004* (Ontario) and regulations thereunder, all as amended from time to time;
- (25) “**Privacy Breach**” means the theft, loss or unauthorized access, collection, use or disclosure and/or destruction of PHI;
- (26) “**Privacy Officer**” shall have the meaning ascribed in Section 4(3); and

## 2. Relationship of the Participants

It is understood and agreed that:

- (1) in giving effect to this Agreement, no Participant shall be or be deemed to be a partner, agent or employee of another Participant for any purpose and that the relationship of each Participant to the other Participants shall be that of independent contractors and except as expressly set out in this Agreement, no Participant shall have any right to obligate or bind any other Participant in any manner whatsoever. Each Participant

shall ensure that neither it nor any of its agents represents to any third party that it or they have authority to bind any other Participant;

- (2) nothing in this Agreement shall constitute a partnership or a joint venture between the Participants;
- (3) for the purposes of this Agreement,
  - (a) each Participant has all of the obligations of a health information custodian under PHIPA in relation to PHI that it collects, uses and discloses pursuant to this Agreement;
  - (b) making PHI available to another Participant constitutes the disclosure of PHI under PHIPA;
  - (c) receiving or accessing PHI constitutes the collection of PHI under PHIPA, and for Network Participants, each subsequent viewing constitutes a use of that PHI; and
  - (d) records of PHI are and shall remain the property of the Participant that creates them and shall be deemed to be within its custody and under its control for the purposes of PHIPA.

### **3. Permitted Purposes**

Participants shall only access, collect, use or disclose PHI (and shall cause their agents to only access, collect, use or disclose such PHI) for the Permitted Purpose, or as otherwise required or permitted by Applicable Law. For greater certainty:

- (1) subject to Section 3(2) below, when collecting, using and disclosing PHI, each Participant is assuming that it has the implied consent of the individual for the collection, use or disclosure of PHI for the Permitted Purpose;
- (2) to the extent that a Participant has been made aware by a Client or Patient or by another Participant that the Client or Patient has restricted the collection, use or disclosure of PHI, the Participant will not collect, use or disclose such PHI except in accordance with the Client or Patient's instructions, unless otherwise required or permitted by Applicable Law;
- (3) without limiting the generality of the preceding, where a Participant has received instructions not to disclose PHI that it considers reasonably necessary for the purpose of providing health care, the Participant will provide notification to the other Participants; and
- (4) the Participants shall not disclose PHI to a non-health information custodian without the express consent of the Client or Patient.

### **4. Obligations of Participants**

Each Participant acknowledges and agrees that in connection with this Agreement:

- (1) It is a health information custodian under PHIPA and shall comply and shall ensure that its agents comply with Applicable Law, this Agreement and Network Policies, as applicable.
- (2) It will ensure that PHI that it discloses under this Agreement is as accurate, complete and up-to-date as required for its own purposes. For clarity, each Participant will take reasonable steps to ensure that the PHI that they are disclosing or using is accurate for the Permitted Purpose and will notify ONE CARE of any limitations in this regard. Notwithstanding the foregoing, no Participant guarantees to any other Participant

the accuracy or completeness of any PHI and each Participant acknowledges that any access by such Participant is at that Participant's own discretion and risk.

- (3) It shall designate a privacy contact or "**Privacy Officer**" as required by PHIPA, to facilitate its compliance with this Agreement and Applicable Law and to carry out the functions set out in Section 7.
- (4) It shall have information practices in place that comply with PHIPA, and that address its practices relating to the collection, use, and disclosure of PHI, and it shall take steps that are reasonable, including without limitation, administrative, technological and physical safeguards, to protect PHI shared under this Agreement against theft, loss and unauthorized access, use, disclosure and destruction.
- (5) It shall promptly report to the ONE CARE Privacy Officer any changes in its information practices or electronic information systems that could have a material effect on this Agreement.
- (6) It shall ensure the integrity, availability and good working order of its electronic information systems (and all related components and interfaces, hardware and software) to the extent that such systems potentially impact on the Network.

## **5. Obligations of Participants with respect to Personal Health Information**

As a condition of being a Participant, each Participant shall:

- (1) Provide training to its agents with respect to its legal obligations relating to privacy and PHI, generally, and as it relates to its obligations under this Agreement.
- (2) Enforce compliance with the Network Policies (as applicable) and the requirements of this Agreement.
- (3) Notify forthwith, and in any event, within a time frame not to exceed forty-eight (48) hours, ONE CARE and the affected Participants of any actual or potential Privacy Breach. Such notice shall include, to the extent available, written particulars thereof. The affected Participants shall work cooperatively to investigate any potential Privacy Breach, to mitigate any risks and to determine who shall be responsible for carrying out any notifications required by PHIPA.
- (4) Promptly notify ONE CARE and any affected Participants with respect to any complaints relating to the collection, use or disclosure of PHI or if it becomes aware of any investigation, audit or inquiry by any privacy regulatory or governmental authority with respect to PHI relating to this Agreement.
- (5) Collaborate and cooperate with other Participants, to the extent reasonably required, to investigate and address any privacy or security breaches that are affecting or that are likely to affect PHI.

## **6. Requests for Access and Correction of PHI**

A Participant that receives a request for access to or the correction of PHI for which it is not the health information custodian shall refer such request to the Participant that is the health information custodian of the PHI.

## **7. Privacy Officer**

Each Participant's Privacy Officer shall be the primary contact in respect of all privacy or security issues arising in connection with the Network and/or this Agreement. ONE CARE's Privacy Officer or delegate shall work with the other Participants' Privacy Officers or delegates to address any issues and to promote compliance with this Agreement and Applicable Law.

## 8. Audits and Monitoring

Each Participant shall regularly audit and monitor their compliance with their own information practices, this Agreement and Applicable Law.

## 9. Dispute Resolution

Any disagreement or dispute between the Participants with respect to this Agreement or the interpretation of any provision of this Agreement (“**Dispute**”) shall be resolved as follows:

- (1) all Disputes shall first be referred to the Executive Directors of the affected Participants who shall make all reasonable efforts to resolve the Dispute within thirty (30) Business Days of its referral, or such other period as agreed by the Participants;
- (2) if the Executive Directors of the affected Participants are unable to successfully resolve the Dispute, within fifteen (15) days of reference to them, any party to the Dispute may at any time thereafter refer the matter to arbitration;
- (3) any Dispute that is submitted to arbitration shall be dealt with in accordance with the following requirements:
  - (a) the party seeking to initiate arbitration shall give written notice thereof to the other parties and shall set forth a brief description of the matter submitted for arbitration;
  - (b) within ten (10) days of receipt of the notice of arbitration, the parties acting in good faith shall attempt to agree upon a single arbitrator for the purposes of conducting the arbitration;
  - (c) in the event that the parties cannot agree upon a single arbitrator within the period set forth above, then the parties agree to accept an arbitrator appointed by a judge of the Superior Court for the Province of Ontario;
  - (d) any arbitration conducted pursuant to this Agreement shall take place in Huron or Perth County and the parties shall meet with the arbitrator, in order to establish procedures which shall govern the conduct of the arbitration and the rendering of an award by the arbitrator. The parties shall request that the arbitrator provide its decision on the matter in issue within ninety (90) days of the appointment of the arbitrator;
  - (e) the decision of the arbitrator in respect of all matters of procedure and with respect to the matter in issue shall be final and binding upon the parties;
  - (f) the costs of the arbitrator, shall be borne between the parties in the manner specified in the arbitrator’s decision or, in the absence of any direction by the arbitrator, such costs shall be borne equally; and
  - (g) except as modified by this Agreement the provisions of the *Arbitration Act, 1991* (Ontario), as amended from time to time, shall govern the arbitration process.

## 10. Injunctive Relief

Notwithstanding the dispute resolution procedure described in Section 9, any Participant may seek injunctive or other interim relief from a court of competent jurisdiction in the case of a breach of this Agreement by another Participant resulting in a threat to client or patient safety, or where PHI for which the Participant is not the health information custodian is used in a manner or is threatened to be used in a manner that is inconsistent with the terms of this Agreement or Applicable Law.

## 11. Limitation of Liability

Each Participant acknowledges that it is in no Participant’s interest to seek damages against another or other Participants in connection with a breach of this Agreement. Except as otherwise set out herein, no Participant shall seek recourse against another or other Participants for damages that it may suffer that arise out of or in connection with this Agreement, unless due to the intentional or malicious conduct of the Participant or Participants against which it wishes to seek recourse. The Participants will work with their respective insurance carriers, and with their respective risk managers, to mitigate the risk of any third party claims that could

potentially arise under or in connection with this Agreement. The Participants shall cooperate with one another in the defence of any such action, including providing one another with prompt notice of any such action and the provision of all material documentation. The Participants further agree that they have a right to retain their own counsel to conduct a full defence of any such action.

## 12. Indemnification

(1) Each Participant, individually and not jointly and severally (an “**Indemnitor**”), agrees to indemnify, defend and hold the other Participants (each an “**Indemnified Party**”) harmless from any and all loss, damages, costs, liabilities, expenses and settlement amounts, which the Indemnified Party may incur or suffer or be required to pay arising out of or in any way relating to any claim by a Participant or any third party made in respect of this Agreement, where the claim is the result of or arises from:

- (a) default by the Indemnitor (which term in this and the following clauses shall be read as including its agents, officers and directors) in the performance of any of its duties or obligations hereunder;
- (b) breach of privacy or confidentiality by the Indemnitor;
- (c) any negligent act or omission of the Indemnitor; or
- (d) statutory offences committed by the Indemnitor.

(2) No Participant shall be liable to the other Participants for:

- (a) A Participant’s inability to access PHI for any reason. Each Participant acknowledges that connectivity, upgrades, routine maintenance, emergencies and other causes may prevent access to the Network from time to time; or
- (b) Any liability resulting from a Participant’s use of its own records of PHI.

(3) The indemnification obligations of the Indemnitor will be subject to the following:

- (a) the Indemnified Party notifying the Indemnitor in writing within ten (10) Business Days after its receipt of notice of any claim, provided that the failure to give prompt notice shall not impair the Indemnified Party’s right to indemnification hereunder to the extent such failure has not prejudiced the Indemnitor;
- (b) the Indemnitor having sole control of the defence and all settlement negotiations and agreements related thereto so long as no unilateral actions are taken by the Indemnitor which are likely to have a material adverse effect upon the Indemnified Party, provided that the Indemnified Party shall have the right to participate in the defence with counsel of its own choosing at the Indemnified Party’s expense; and
- (c) the Indemnified Party providing the Indemnitor with reasonable assistance, information and authority that are necessary to perform its obligations under this Section.

## 13. Insurance

(1) Each Participant, while a Participant, shall maintain in full force and effect general liability insurance and shall include at least the following:

- (a) Products and completed operations;
- (b) Personal injury;
- (c) Cross liability; and
- (d) Contractual liability.

- (2) The amount of the general liability insurance for each Participant required by Section 13(1) shall be a minimum of \$5,000,000 per occurrence.
- (3) Each Participant, while a Participant, shall maintain insurance in amounts sufficient to support the Participant's indemnification obligations under Section 12(1), and shall include, but not be limited to:
  - (a) Losses resulting from a privacy or security breach;
  - (b) Expenses and costs associated with post-Privacy Breach remediation, which may include notification requirements, public relations efforts, legal, forensics and crisis management;
  - (c) Regulatory proceeding expenses;
  - (d) Losses resulting from the receipt or transmission of malicious code and other security threats;
  - (e) Costs to restore or recover data that is lost, stolen or damaged; and
  - (f) Cyber extortion expenses.
- (4) Each Participant shall give at least thirty (30) days' prior written notice of material changes to, cancellation, or non-renewal of the policies, and shall provide notice to the Participants of insurance upon request.

#### **14. Term**

This Agreement shall be effective as of the date all of the Original Participants have executed this Agreement and will terminate: (i) on the day on which all access under this Agreement to PHI by Participants is terminated and, if requested by the health information custodian of any PHI communicated pursuant to this Agreement, such PHI has been copied and provided (or otherwise returned, as appropriate) to such health information custodian; or (ii) at any time upon mutual agreement of each of the Participants; or (iii) upon termination of the Network Services Agreement, as applicable.

#### **15. Termination for Convenience**

A Participant may withdraw from this Agreement on ninety (90) days written notice to ONE CARE and the Participants:

- (a) if the Participant no longer receives funding from the LHIN for community support services; or
- (b) with the written permission of the LHIN.

#### **16. Termination for Cause**

If a Participant (the "**Defaulting Party**") is in material default of its obligations under this Agreement, the non-defaulting Participants (collectively, the "**Non-Defaulting Parties**") may give notice of default to the Defaulting Party, specifying the nature of the default, and if the Defaulting Party has not within thirty (30) days after receipt of such notice, cured such default, the Non-Defaulting Parties may terminate a Participant for default.

#### **17. Additional Participants**

The Participants may elect to add additional parties as Participants, pursuant to the terms and conditions of this Agreement and provided that the Participant meets such terms and conditions. An additional party shall become a Participant upon the execution of a Participant Agreement, in the form attached hereto as Schedule "B", adding

such party as a Participant and shall deliver such form to ONE CARE, on behalf of the Participants. ONE CARE agrees to notify the Participants of changes to Schedule A, as it is amended from time to time.

#### **18. Post-Termination PHI Obligations**

Upon termination of this Agreement by a Participant in accordance with the above, access to PHI shall cease. The other Participants shall be entitled to rely upon any PHI collected from the Participant prior to termination.

#### **19. Survival**

Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to survive any termination or expiry of this Agreement shall survive any termination or expiry of this Agreement, including without limitation, terms and conditions relating to privacy and security of PHI and indemnification and insurance obligations of the Participants.

#### **20. Notice**

All notices, requests, demands or other communications (collectively, “**Notices**”) to be given by a Participant under this Agreement shall be given in writing by personal delivery or by email or facsimile transmission to the address for each Participant or the Privacy Officer provided in Schedule “A” or such other address as may be provided in writing by a Participant or the Privacy Officer to the Participants from time to time. If delivered or transmitted before 4:30 p.m. on a Business Day, Notices shall be deemed to have been received on that Business Day and otherwise at the opening of business on the following Business Day.

#### **21. Assignment**

No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties, not to be unreasonably withheld, except that any party may without consent assign its rights under this Agreement to a successor entity, or an acquirer of all or substantially all of its assets.

#### **22. Power and Authority**

Each party represents and warrants to the others and acknowledges that the other parties are relying on such representations and warranties that:

- (a) it has the corporate power and authority and all governmental licences, authorizations, consents, registrations and approvals required as at the date hereof to enter into and perform its obligations under this Agreement; and
- (b) the entering into and the performance by the party of its obligations under this Agreement are within its powers and have been duly authorized by all necessary action on its part and are not in violation of any law, regulation, ordinance or decree having application to it as of the date hereof or of any agreement to which it is a party.

#### **23. Further Assurances**

Each Participant agrees that it shall do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and shall cause the doing of all such acts and the execution of all such further documents as are within its power to cause the doing or execution of, as the other Participants hereto may from time to time reasonably request in writing and as may be necessary or desirable to give effect to this Agreement.

#### **24. Number and Gender**

In this Agreement, unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.



## **25. Entire Agreement**

This Agreement, and any agreements and other documents to be delivered pursuant to it or referenced herein, constitutes the entire agreement between the Participants pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, oral or written, between the Participants. The execution of this Agreement has not been induced by, nor do any of the Participants rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this Agreement or in the agreements and other documents to be delivered pursuant hereto.

## **26. Severability**

Should any provision of this Agreement be found to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.

## **27. Amendments**

This Agreement may be amended, modified or supplemented only by written agreement signed by each of the Participants.

## **28. Governing Law**

This Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Participants agree to submit to the exclusive jurisdiction of the courts of Ontario in any action or proceeding instituted under this Agreement.

## **29. Force Majeure**

No party shall be liable for any delay or failure in the performance of this Agreement if caused by an act of God or any factor beyond the reasonable control and not reasonably foreseeable by such party, or as the result of the failure of a third party to comply with its obligations and responsibilities to provide materials or information as specified within this Agreement. In such event, the affected party shall notify each other party as soon as possible of such force majeure condition and the estimated duration of such condition.

## **30. Consent to Breach not Waiver**

No provision of this Agreement shall be deemed to be waived and no breach shall be deemed to be excused unless such waiver or consent is in writing and signed by the party said to have waived or consented. No consent by a party to, or waiver of, a breach of any provision by another party shall constitute consent to, or waiver of, any different or subsequent breach.

## **31. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement and notwithstanding their date of execution shall be deemed to be executed on the date first written above. The delivery of an executed counterpart copy of this Agreement by facsimile or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

## **32. Schedules**

The following schedules are attached to and incorporated into this Agreement by reference and deemed to be part hereof:

Schedule A – Participants, Designated Contact Persons and Privacy Officers

Schedule B – Participant Agreement

**IN WITNESS WHEREOF** each of the parties has executed and delivered this Agreement by its duly authorized representative who has authority to bind the party to this Agreement.

**SCHEDULE A  
PARTICIPANTS, DESIGNATED CONTACT PERSONS AND PRIVACY OFFICERS**

<b>Participant</b>	<b>Address for Notice and Designated Contact Person</b>	<b>Privacy Officer</b>
ONE CARE Home and Community Support Services	PO Box 222, 317 Huron Street Clinton, Ontario Kathy Scanlon Executive Director 1-877-502-8277 ext 2209 Fax: 519-273-4832 Email: <a href="mailto:kscanlon@onecaresupport.ca">kscanlon@onecaresupport.ca</a>	Susan Underwood Supervisor, Property & Procurement 1-877-502-8277 ext 2112 Fax: 519-357-2506 Email: <a href="mailto:sunderwood@onecaresupport.ca">sunderwood@onecaresupport.ca</a>
St. Marys and Area Mobility Service	317 James St. South Box 2918 St. Marys, ON, N4X 1A6 Lauren Beer, Manager Phone: 519-284-0261 E-mail: <a href="mailto:lbeer@town.stmarys.on.ca">lbeer@town.stmarys.on.ca</a> Fax: 519-284-0261  Jim Aitcheson <i>Chairman</i>	Lauren Beer, Manager Phone: 519-284-4010 E-mail: <a href="mailto:lbeer@town.stmarys.on.ca">lbeer@town.stmarys.on.ca</a> Fax: 519-284-0261
Knollcrest Lodge	PO Box 453, 50 William Street. Milverton, Ont. N0K 1M0 Susan Rae, CEO 519-595-8121 ext 102	Heather Weir Phone: 519-595-8121 ext. 120 Fax: 519-595-8199 <a href="mailto:hweir@knollcrestlodge.com">hweir@knollcrestlodge.com</a>
Blue Water Rest Home	West Huron Care Centre / Blue Water Rest Home 37792 Zurich-Hensall Road, RR3 Zurich, Ontario N0M 2T0 Angie Dunn Chief Executive Officer Tele: 519.236.4373 ext. 630 Fax: 519.236.7685 Cell: 519.955.2117 <a href="http://www.bwrh.ca">www.bwrh.ca</a>	Patty Groot Privacy Officer Phone: 519-236-4373 x631 Fax: 519-236-7685 <a href="mailto:p.groot@bluewaterresthome.com">p.groot@bluewaterresthome.com</a> <a href="http://www.bwrh.ca">www.bwrh.ca</a>
Ritz Lutheran Villa	Road 164 - #4118A RR#5 Mitchell, ON N0K 1N0  Jeff Renaud, Administrator	Jeff Renaud Privacy Officer 519-348-8612 ext. 223 <a href="mailto:jrenaud@ritzlutheranvilla.com">jrenaud@ritzlutheranvilla.com</a>
Alzheimer Society Huron County Inc.	PO Box 639, 317 Huron Road Clinton, Ontario N0M 1L0 Cathy Ritsema, Executive Director and Philip McMillan, President 1-800-561-5012 Fax: 519-482-8692 Email: <a href="mailto:cathy@alzheimerhuron.on.ca">cathy@alzheimerhuron.on.ca</a>	Amber Riehl Family Support Counsellor Phone: 519-482-1482 Fax: 519-482-8692 Email: <a href="mailto:amber@alzheimerhuron.on.ca">amber@alzheimerhuron.on.ca</a>

<b>Participant</b>	<b>Address for Notice and Designated Contact Person</b>	<b>Privacy Officer</b>
Alzheimer Society Perth County	1020 Ontario St., Stratford, Ontario N5A 6Z3 Debbie Deichert Executive Director 1-888-797-1882 Fax: 519-271-1231 Email: <a href="mailto:ddeichert@alzheimerperthcounty.com">ddeichert@alzheimerperthcounty.com</a>	Madeline Smith <a href="mailto:msmith@alzheimerperthcounty.com">msmith@alzheimerperthcounty.com</a> Phone: 519-271-1910
Victorian Order of Nurses for Canada-Ontario Branch	VON Canada 2315 St. Laurent Blvd, Suite 100 Ottawa, ON K1G 4J8  Brian Lyons	Michele Lawford General Counsel and Chief Privacy Officer Phone: 613-875-1237 Fax: 613-230-4376
Cheshire Homes of London Inc.	1111 Elias Street – Unit #2 London, ON N5W 5L1 Judi Fisher, Executive Director 519-439-4246 ext. 226 <a href="mailto:judi.Fisher@cheshirelondon.ca">judi.Fisher@cheshirelondon.ca</a>	Justyna Borowiec Director of Community Support Phone: (519) 439-4246 ext. 228 Fax: 519-439-4815 Email: <a href="mailto:justyna.borowiec@cheshirelondon.ca">justyna.borowiec@cheshirelondon.ca</a>
Dale Brain Injury Services Inc.	815 Shelbourne Street London, ON N5Z 4Z4 Sue Hillis, Executive Director 519-668-0023 ext. 101 <a href="mailto:shillis@daleservices.on.ca">shillis@daleservices.on.ca</a>	Cassandra Taylor Phone: 519-668-0023 ext. 119 <a href="mailto:cassiet@daleservices.on.ca">cassiet@daleservices.on.ca</a>
Family Services Perth-Huron	142 Waterloo Street South Stratford, ON N5A 4B4  Susan Melkert, Executive Director Nick Forte, Board President	Steve Malcho Phone: 519-273-1020 Fax: 519-273-6993 <a href="mailto:smalcho@fsph.ca">smalcho@fsph.ca</a>
Spruce Lodge Home Assistance Corporation	643 West Gore Street Stratford, ON N5A 1L4  Peter Bolland, Administrator	David Schlitt, Business Manager Email: <a href="mailto:davids@sprucelodge.on.ca">davids@sprucelodge.on.ca</a> Phone: 519-271-4090 ext 2220
The Corporation of the Town of St. Marys	PO Box 998 317 James St South St Marys, ON N4X 1B6  Brent Kittmer, CAO/Clerk	Trisha McKibbin, Director of Corporate Services/Deputy Clerk 175 Queen Street East, PO Box 998 St Marys, ON N4X 1B6 Phone: 519-284-2340 ext 241 Fax: 519-284-2881 <a href="mailto:tmckibbin@town.stmarys.on.ca">tmckibbin@town.stmarys.on.ca</a>

**SCHEDULE B**

**PARTICIPANT AGREEMENT**

For good and sufficient consideration (the receipt of which is hereby acknowledged), the undersigned hereby agrees to become a party to the attached Amended and Restated Community Integration Data Sharing Agreement effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Data Sharing Agreement**”) entitled to all of the rights and subject to all of the liabilities and obligations imposed upon a Participant thereto.

On execution of this Participant Agreement, the Participant shall be added to Schedule “A” of the Data Sharing Agreement listing all Participants and their addresses for notice, designated contact person and privacy officer as follows:

Participant	Address for Notice and Designated Contact Person	Privacy Officer

IN WITNESS WHEREOF, this Participant Agreement has been executed by the Participant on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

) **[Insert name of Participant]**  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 )  
 ) Per: \_\_\_\_\_  
 ) Name:  
 ) Title:  
 ) I/We have the authority to bind the corporation

PARTICIPANT AGREEMENT

For good and sufficient consideration (the receipt of which is hereby acknowledged), the undersigned hereby agrees to become a party to the attached Amended and Restated Community Integration Data Sharing Agreement effective as of the 29<sup>th</sup> day of September, 2017 (the "Data Sharing Agreement") entitled to all of the rights and subject to all of the liabilities and obligations imposed upon a Participant thereto.

On execution of this Participant Agreement, the Participant shall be added to Schedule "A" of the Data Sharing Agreement listing all Participants and their addresses for notice, designated contact person and privacy officer as follows:

Table with 3 columns: Participant, Address for Notice and Designated Contact Person, Privacy Officer. Row 1: ONE CARE Home and Community Support Services, PO Box 222, 317 Huron Street, Clinton, Ontario, Kathy Scanlon, Executive Director, 1-877-502-8277 ext 2209, Fax: 519-273-4832, Email: kscanlon@onecaresupport.ca; Susan Underwood, Supervisor, Property & Procurement, 1-877-502-8277 ext 2112, Fax: 519-357-2506, Email: sunderwood@onecaresupport.ca

IN WITNESS WHEREOF, this Participant Agreement has been executed by the Participant on this 8<sup>th</sup> day of September, 2017:

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ONE CARE Home and Community Support Services

Per: [Signature of Kathy Scanlon]
Name: Kathy Scanlon
Title: Executive Director

Per: [Signature of Bob Cook]
Name: Bob Cook
Title: Chair, Board of Directors

I/We have the authority to bind the corporation