



HEALTH COMMITTEE

Wednesday, March 27, 2024 – 9:15 a.m.

AGENDA

1. Call to order.
2. Land Acknowledgement.
3. Roll call.
4. Disclosure of pecuniary interest and general nature thereof.
5. Administration Department Report (none at time of mailing).
6. Emergency Services Department Report (attached). Page 2
7. Long-Term Care Report (attached). Page 177
8. Board of Health Minutes (none at time of mailing).
9. New Business.
10. Closed Meeting –pursuant to Section 239 of the Municipal Act, 2001 as amended for the purpose of a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Renfrew County and District Health Unit).
11. Date of next meeting (Wednesday, April 10, 2024) and adjournment.

- NOTE:**
- a) County Council: Wednesday, March 27, 2024
 - b) Submissions received from the public, either orally or in writing may become part of the public record.

COUNTY OF RENFREW
EMERGENCY SERVICES REPORT

TO: Health Committee

FROM: Michael Nolan, Director of Emergency Services/Chief, Paramedic Service

DATE: March 27, 2024

SUBJECT: Department Report

BY LAWS

1. Ocean-Caredove Integration

Recommendation: THAT Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign the Ocean Health Information Network Agreement and Participant Licensing Agreement with the Family Medicine Care Innovations to streamline online booking and referral services for community programs.

Background

The Community Paramedic Program will be able to integrate transcription of referral data between systems, thereby enhancing efficiency and improving communication among stakeholders. The Ocean-Caredove integration is currently operational across multiple pathways within our Ontario Health Team (OHT). This new partnership with Ocean and Caredove will enable The County of Renfrew Paramedic Service to transition away from time-consuming fax referrals by facilitating secure online booking through Caredove and expediting the referral process. The Ocean integration will eliminate the need to use different systems to refer patients to the Community Paramedic Program, aligning with the service integration strategy of Ottawa Valley Ontario Health Team. The Ocean Health Information Network Agreement and the Licencing Agreement are attached as Appendix ES-I.

2. Mental Health Crisis Worker Pembroke Regional Hospital – Letter of Agreement

Recommendation: THAT Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign a Letter of Agreement with the Pembroke Regional Hospital as represented by the Mental Health Services of Renfrew County (MHSRC) to provide Mental Health services to assist individuals in navigating the mental health care system through the mesa project, with the goal of reducing the number of community deaths and visits to hospital emergency departments.

Background

The mesa team represents an innovative care model that strategically aligns the Paramedic Service with the Community Services and Development and Property departments to provide a comprehensive approach to compassionate care by integrating a Homelessness Coordinator with existing Community Services and Community Paramedic programs. The goal of the Letter of Agreement (LOA) is to foster closer collaboration with Pembroke Hospital by introducing mental health crisis workers to our team. These efforts enhance community partnerships and leverage lived experience expertise to support individuals in mental health crises. Additionally, this mental health crisis team possesses expertise in addiction services and navigation, which will benefit the more vulnerable populations. The Letter of Agreement is attached as Appendix ES-II.

3. PREHOS Electronic Patient Medical Record

Recommendation: THAT Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign a Software as Service Subscription Agreement with PREHOS Inc. to provide a platform for electronic patient call reports (ePRC)s.

Background

The County of Renfrew Paramedic Service has selected Prehos as the electronic patient call reports (ePCR) service provider after a comprehensive evaluation of Request for Proposal submissions. The roll-out of the new software will commence, should it receive Council approval, and will include the acquisition of hardware, integration with Renfrew CACC, educating staff, and deploying the software. Detailed plans and timelines will be communicated once approved.

It is important to note that the costs associated with this software change were approved in accordance with our current annual budget. This software is also being used by the Community Paramedic Program, which will ensure that both the 911 program and community program will be able to share data and program metrics creating efficiency within the system. The Software as Service Subscription Agreement and appendices with PREHOS Inc. is attached as Appendix-ES III.

4. Community Paramedic Long Term Care (CPLTC) Funding Extension

Recommendation: THAT Health Committee recommends that County Council adopt a By-law authorizing the Warden and Clerk to sign a Transfer Payment Agreement between the County of Renfrew and the Ministry of Long-Term Care.

Background

The Government of Ontario, under the Ministry of Long-Term Care is providing the County of Renfrew with up to \$4,000,000 in one-time funding for a two-year period over the 2024/25 to 2025/26 fiscal years. This funding will include up to \$2,000,000 in 2024/25; and up to \$2,000,000 in 2025/26, to continue operation of the Community

Paramedicine for Long-Term Care Program. The Ministry of Long-Term Care funds the community paramedicine program to support seniors on the Provincial Long-Term Care waitlist, or soon to be eligible for long-term care, by providing them with community paramedicine services in their homes. A funding letter and Transfer Payment Agreement as attached as Appendix ES-IV.

COUNTY OF RENFREW

BY-LAW NUMBER 49-24

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH OCEAN FAMILY MEDICINE CARE INNOVATIONS
TO STREAMLINE ONLINE BOOKING AND REFERRAL SERVICES.**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with Ocean Family Medicine Care Innovations to streamline online booking and referral services for Community Programs.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and the Ocean Family Medicine Care Innovations.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of March 2024.

READ a second time this 27th day of March 2024.

READ a third time and finally passed this 27th day of March 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

SCA Program Information Sharing and Health Information Network Provider (HINP) Agreement

Between Centre for Family Medicine Care
Innovations and Organizations who have entered
into a Participation Agreement

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This Agreement is made as of October 24, 2017 (the “**Effective Date**”) between Centre for Family Medicine Care Innovations (the “**Centre**”) and **Those Organizations that have signed an agreement substantially in the form of Schedule A or Schedule A (1), as applicable** (the “**Organizations**”)

Background

- a) The Centre provides technology solutions, services and deliverables related to the System Coordinated Access Program (the “SCA Program”), which will improve and streamline access to different types of health care services and other related services within the County of Renfrew and in other regions.
- b) The Centre and the Organizations provide and deliver health care and other related services to the Clients.
- c) For the purpose of the SCA Program, the Organizations would like to access the Client Data collected by the other Organizations to streamline referrals for health care services or other related services using the SCA Network (defined below in Section 1.1). The SCA Network will evolve over time as the needs of the SCA Program changes.
- d) A list of Electronic Service Providers, technology solutions and applications that comprise the SCA Network will be posted at <http://ehealthce.ca/SCA.htm> (“SCA Website”). The SCA Website will be operated, maintained and updated periodically by the Centre to reflect any changes to the Electronic Service Providers, technology solutions, and applications.
- e) The Organizations are either Health Information Custodians or Non-Health Information Custodians who have signed the corresponding participation agreements as set out in Schedule A and Schedule A (1) (the “Participation Agreement”).
- f) Upon signing the Participation Agreement and delivering a copy of the signed Participation Agreement to the Centre, the Organization will be considered as an original party to this Agreement.
- g) All Organizations who have signed and delivered a Participation Agreement set out in Schedule A and Schedule A (1), together with the Centre itself, will be collectively known as the “Participants” for the purpose of this Agreement.
- h) The Participants may also be required to sign additional agreements, separate from this Agreement, granting them a license to use the SCA Network. These agreements may set out additional terms and conditions for the use of the SCA Network.
- i) The Centre is a HIC and a Participant of the SCA Program.
- j) The Centre also acts as a Health Information Network Provider and as an Agent, as those terms are defined under PHIPA, to provide the Services (defined herein) to enable the Participants to use electronic means to disclose Client Data to one another.
- k) The Participants appoint the Centre as the Health Information Network Provider to provide electronic services to the Participants to enable the sharing of Client Data electronically with each

other and as an Agent to collect, use and disclose Client Data on behalf of the Participants for the SCA Program.

- l) The Centre also serves as the SCA program office to the SCA Program by providing a model to support the coordinated and integrated implementation and expansion of eReferral across participating LHINs and providing three main areas of support to the SCA Program, which is further described online at the SCA Website ("SCA Program Office").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.

Article 1 – Interpretation

1.1 Definitions

- 1.1.1. The terms "collect", "disclose", "use", "health care", "individual", "information practices" and "record" shall have the respective meanings ascribed thereto by PHIPA.
- 1.1.2. "Access Protocol" is defined in section 6.1.1.
- 1.1.3. "Agent" has the same meaning set out in PHIPA.
- 1.1.4. "Agreement" means this Agreement, and includes any amendments, supplements, schedules, exhibits or appendices attached hereto, and any duly authorized amendments hereto.
- 1.1.5. "Applicable Laws" means any and all applicable federal, provincial, or municipal laws, bylaws, regulations or statutes as are in existence as of the Effective Date or come into existence during the currency of this Agreement, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor to any of the foregoing.
- 1.1.6. "Authorized User" means any staff or personnel of a Participant who is authorized to access the SCA Network for the SCA Program.
- 1.1.7. "Authorized User Terms and Conditions" is defined in section 6.1.1.5.
- 1.1.8. "Business Day" means Monday to Friday from 9:00 a.m. to 5:00 p.m. exclusive of statutory holidays in Ontario.
- 1.1.9. "Centre" is defined in the preamble preceding the recitals.
- 1.1.10. "Client" means, in respect of any PHI, the individual to whom the information relates.
- 1.1.11. "Client Data" means the PHI of the Clients who are treated or serviced by the Participants.
- 1.1.12. "Confidential Information" means any oral, written or electronic data, including business information, personal information or personal health information that a Participant or the Centre in its capacity as a HINP or Agent, deliberately or inadvertently provides to another Participant which is treated as confidential by the disclosing Participant or the Centre or would reasonably be treated as confidential by the disclosing Participant or the Centre;
- 1.1.13. "Contingency Plan" is defined in section 11.1.6.
- 1.1.14. "Designate" is defined in section 5.7.1.

- 1.1.15. "Effective Date" means the date first above written in the preamble preceding the recitals.
- 1.1.16. "Electronic Service Provider" means any vendor or its subcontractors engaged to provide information systems, management, or technology on behalf of the Centre to support the Centre's role as a HINP and Agent.
- 1.1.17. "Health Information Custodian" or "HIC" means a health information custodian as that term is defined in PHIPA.
- 1.1.18. "Health Information Network Provider" or "HINP" has the meaning set out in PHIPA, being a person who provides services to two or more Health Information Custodians primarily to enable them to use electronic means to disclose Personal Health Information to one another.
- 1.1.19. "HINP Privacy Officer" is the individual designated by the Centre, in its capacity as a HINP, to manage implementation of the Privacy and Security Incident Identification and Management Process policy, which is included in the SCA Privacy Guide. The contact information of the HINP Privacy Officer may be found on the SCA Website.
- 1.1.20. "Indemnatee" means a party and its agents, employees, officers, and directors.
- 1.1.21. "Indemnitor" means a party and its agents, employees, officers, and directors.
- 1.1.22. "Ministry" means the Ministry of Health and Long-Term Care.
- 1.1.23. "Non-Health Information Custodian" or "Non-HIC" is an Organization that is not a HIC under PHIPA.
- 1.1.24. "Organization" is defined in the preamble preceding the recitals.
- 1.1.25. "Originating Participant" means the Participant from whose electronic health information system such Client Data is disclosed to the other Participant through the SCA Network.
- 1.1.26. "Participants" is defined in the recitals.
- 1.1.27. "Participant Agreement" means the form of agreement signed by the Participant in the form of either Schedule A or Schedule A (1).
- 1.1.28. "Participant Privacy Officer" means the individual designated by the Participant to protect the Client Data received by the Participant receives.
- 1.1.29. "Personal Health Information" or "PHI" has the same meaning as set out in PHIPA.
- 1.1.30. "PHIPA" means the Personal Health Information Protection Act, 2004 (Ontario) and its regulations thereunder.
- 1.1.31. "Privacy Breach" means the theft or loss of Client Data and unauthorized access, use, disclosure, modification or destruction by Client Data.
- 1.1.32. "Privacy Officer" includes the Privacy Officers for each Participant and the HINP Privacy Officer. The names and contact information of the Privacy Officers of the parties are set out on the SCA Website and in the Participant Agreements.
- 1.1.33. "Process", "processing" and "processes" and grammatical variations thereof means any use of or operation or set of operations which is performed upon or in connection with Client Data by any means and in any form or medium including without limitation collection, recording, analysis, consultation, organization, maintenance, storage, adaptation, retrieval, disclosure or

otherwise making available, erasure or destruction.

- 1.1.34. "Privacy and Security Incident Management Process" means the Integrated Privacy and Security Incident Identification and Management Policy, which will be provided by the Centre to the Participants along with the SCA Privacy Guide.
- 1.1.35. "Receiving Participant" means the Participant to which Client Data is disclosed from another Participant through the SCA Network.
- 1.1.36. "Regulation" means O. REG 329/04 of PHIPA.
- 1.1.37. "SCA Privacy Guide" is defined in section 5.6.1.
- 1.1.38. "SCA Network" or "System Coordinated Access Network" means the System Coordinated Access eReferral network, an electronic web-based, referral management and appointment-booking platform consisting of a connected network of technology solutions and applications supporting electronic referral and improved access to services in Ontario. The SCA Network is operated by the Electronic Service Provider(s). It is further described in Schedule C.
- 1.1.39. "SCA Program" means the System Coordinated Access program as defined in the recitals.
- 1.1.40. "SCA Program Office" is defined in the recitals.
- 1.1.41. "SCA Website" is defined in the recitals and the link can be found at <http://ehealthce.ca/SCA.htm>.
- 1.1.42. "Services" means the information systems, information management and information technology services further described Schedule C to be provided by the Centre in its capacity as a HINP and as an Agent.
- 1.1.43. "Steering Committee" is made up of the representatives of the SCA Program that oversees and governs the SCA Program (see terms of reference on SCA Website).

1.2 Number and Gender

Words importing the singular number include the plural and vice versa and words importing gender include masculine, feminine and neutral genders.

1.3 References to Legislation

Any reference to a statute in this Agreement shall mean the statute in force as at the Effective Date together with all regulations made thereunder and interpretation bulletins, guidelines and policy statements published or issued in respect thereof, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute or regulation thereto, unless otherwise expressly provided.

1.4 Headings and Table of Contents

The division of this Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents and the insertion of headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Schedules

The schedules that form part of this Agreement (“Schedules”) are listed as follows:

- 1.5.1 Schedule A – Participation Agreement - HIC
- 1.5.2 Schedule A (1) – Participation Agreement – Non-HIC
- 1.5.3 Schedule B – SCA Website
- 1.5.4 Schedule C – Services to be provided by the Centre as a Health Information Network Provider and Agent

1.6 Order of Precedence

In the event of any conflict between any of the provisions of the Schedules hereto and the body of this Agreement, the provisions in the body of this Agreement shall govern.

1.7 Governing Laws

This Agreement shall be governed by the laws of Ontario and the federal laws applicable therein. The parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under this Agreement.

1.8 Entire Agreement

This Agreement including all attached Schedules constitutes the entire Agreement between the parties pertaining to the subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter except as specifically set out in this Agreement.

1.9 Independent Contractors

This Agreement does not constitute and shall not be construed as constituting a partnership, principal-agent, employment relationship or joint venture between the parties. Except as expressly set out herein, 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.

1.10 SCA Website

The operational, administrative and technological components of the SCA Program will be on the SCA Website and is further described in Schedule B. The Participants shall check the SCA Website periodically to be informed of any changes or updates to the SCA Program and SCA Network.

Article 2 – Purpose of Agreement

2.1 Purpose

The purpose of this Agreement is to outline the privacy and security responsibilities, obligations and rights of:

- 2.1.1 each Participant for the sharing of Client Data through the SCA Network; and
- 2.1.2 the Centre as a HINP and an Agent for the provision of Services to the parties to this Agreement.

Article 3 – Statutory Compliance and Roles

3.1 HICS and Non-HICs

Each Participant acknowledges and agrees that:

- 3.1.1 if it is a HIC as defined under PHIPA, it must comply with its obligations of a HIC as set out in PHIPA;
- 3.1.2 if it is a Non-HIC, it must comply with the obligations as set out of a HIC in this Agreement as if it were a HIC with respect to the Processing of Client Data;
- 3.1.3 it is subject to and will comply with Applicable Laws;
- 3.1.4 if and to the extent that a Participant is aware that a specific Client has withheld or withdrawn consent to such collection, use or disclosure unless permitted or required by law it will not transfer Client Data to the Centre and will not access the Client Data of another Participant through the SCA Network; and
- 3.1.5 Authorized Users will access the Client Data of the other Participants solely for the purpose of providing health care services and other related services, or assistance in the provision of health care and other related services to the Clients for the SCA Program.

3.2 HINP

Each Participant acknowledges and agrees that:

- 3.2.1 the Centre, when providing the Services to enable the Participants that are HICs to use electronic means to disclose Client Data to one another, is a HINP and shall comply with the requirements with respect to HINP in accordance with PHIPA and this Agreement;
- 3.2.2 the Centre, when providing the Services to enable the parties that are Non-HICs to use electronic means to disclose Client Data to one another, is not acting as a HINP or an Agent;
- 3.2.3 the Participants that are Non-HICS will not be subject to the rights or protections of PHIPA. Notwithstanding the foregoing, the Centre will comply with the requirements of HINP and Agent in accordance with this Agreement;
- 3.2.4 the Centre's making Client Data available in its capacity as a HINP through the SCA Network does not constitute a disclosure by a Participant to the Centre and does not constitute a collection by the Centre;

- 3.2.5 the Centre must enter into the Participation Agreement as set out in Schedule A with each HIC with respect to the Services to be provided to the HIC and the Participant Agreement; and
- 3.2.6 the Centre must enter into a Participation Agreement as set out in Schedule A (1) with each Non-HIC with respect to the Services.

3.3 Agent

- 3.3.1 The Centre is an Agent on behalf of the Participants to collect, use and disclose Client Data on behalf of the Participants to carry out the Services.

Article 4 – Representations and Warranties

4.1 Participant Representation and Warranties

Each Participant represents and warrants that:

- 4.1.1 it has developed and implemented the required policies and procedures relating to the confidentiality, security and privacy of Client Data required under Applicable Laws, including but not limited to those dealing with obtaining consent, requests for access to and correction of Client Data, complaints, Client Data retention, destruction and Privacy Breaches;
- 4.1.2 it is duly authorized to enter into this Agreement;
- 4.1.3 no bankruptcy, insolvency or receivership proceedings have been instituted or are pending against the Participant, and the Participant is able to satisfy its liabilities as they become due;
- 4.1.4 neither the execution and delivery of this Agreement by the Participant, nor the performance of the Participant's obligations hereunder, will conflict with, or result in a breach of, or constitute a default under, any provision of its incorporating documents or by-laws, any Applicable Laws, any decree of any court, arbitrator or governmental agency, or any contract, agreement or instrument to which it is a party or subject to, or by which its property is bound or affected;
- 4.1.5 there is no proceeding in progress or pending or threatened against, related to or affecting the Participant which might be expected to have a materially adverse effect on the Participant's ability to meet its obligations under this Agreement;
- 4.1.6 no authorization, approval or consent of any person is required in connection with the Participant's execution and delivery of this Agreement and performance of its obligations hereunder; and
- 4.1.7 the individuals executing this Agreement on its behalf are authorized to sign on its behalf and to bind it to the terms and conditions of this Agreement.

4.2 Participant Covenants

The Participant covenants to the Centre as follows, such covenants to remain in effect throughout the term of this Agreement:

- 4.2.1 the Participant shall not, in the performance of this Agreement, infringe or violate any patent, copyright, trade secret, trade mark, industrial design, or any other intellectual property right of any person or entity;
- 4.2.2 the Participant shall comply with all Applicable Laws in fulfilling its obligations under this Agreement;
- 4.2.3 the Participant has designated its Privacy Officer as being responsible for the protection of PHI and the privacy of Clients relative to this Agreement;
- 4.2.4 the Participant shall comply with the Participant obligations set out in this Agreement and in the applicable Participation Agreement set out in Schedule A or A (1); and
- 4.2.5 the Participant shall perform its roles and responsibilities in connection with any new HIC or Non-HIC that becomes a Participant by signing the Participation Agreement, effective the date of such signed Participation Agreement, as if such Participant had been an original signatory to this Agreement.

Article 5 – Obligations and Rights of the Participants

5.1 Consent Management

Each Participant will:

- 5.1.1 obtain the consent of its Clients, as described in online at the SCA Website; and
- 5.1.2 upon obtaining the consent from its Clients, transmit and make Client Data accessible to other Participants electronically via the SCA Network.

5.2 Accuracy and Completeness of Client Data

- 5.2.1 Subject to section 8.5, each Participant will use reasonable efforts to ensure that the Client Data is accurate, complete and up-to-date or set out any limitations on the accuracy, completeness and currency of the Client Data.

5.3 Access Protocol

- 5.3.1 Each Participant will develop an Access Protocol as set out in section 6.1 and ensure all Authorized Users comply with the Access Protocol.

5.4 Authorized Users – Designated Individuals

- 5.4.1 Each Participant will designate one or more individuals who will be responsible for the following activities with respect to the access of its Authorized Users to the SCA Network:
 - 5.4.1.1 registration through the provision of a unique user account;
 - 5.4.1.2 authentication of the user accounts and management of the user accounts on an ongoing basis; and
 - 5.4.1.3 monitor use in accordance with the requirements of PHIPA and this Agreement.

5.4.2 Each Participant will provide support for use of the SCA Network, including but not limited to, the provision of training and user support to Authorized Users.

5.4.3 Each Participant will terminate the use by its Authorized Users if the authorization for the Authorized User has been terminated or if its Participation Agreement is terminated.

5.5 Audit

5.5.1 Each Participant shall have the right at any time and from time to time, as its own expense, to audit and verify, both physically and electronically, compliance with this Agreement by any of the other Participants. If there are multiple Participants who wish to audit other Participants together, the costs of the audits will be shared between the Participants. Any Participant wishing to exercise its rights under this section shall do so only upon the provision of at least ten (10) Business Days prior notice of its requirement for such audit to the Participant that is to be the subject of the audit and verification, and agreement with that Participant as to the manner in which the audit and verification is to be performed. An audit as described in this section can only be undertaken once a year by the Participant(s) and shall not materially interfere or disrupt a Participant's operation of business. The Participants shall reasonably cooperate with requests by the other Participants for audit and verification. Participants' obligations under this section shall survive any termination or expiry of this Agreement.

5.6 Compliance with Policies and Procedures

5.6.1 Each Participant agrees to adhere to jointly adopted policies and procedures as set out by the Centre in the System Coordinated Access Privacy Guide ("SCA Privacy Guide"), which will be provided to the Participants upon signing of the Participation Agreements.

5.7 Participant Privacy Officer, HINP Privacy Officer and Protection of Client Data

5.7.1 Each Participant has designated a primary person responsible for the protection of Client Data and the privacy of Clients ("Participant Privacy Officer") and, in addition, the Centre, in its role as the HINP, has designated a primary person responsible for the protection of Client Data in the SCA Network (the "HINP Privacy Officer"), as specified on the SCA Website. Any Participant Privacy Officer and the HINP Privacy Officer may delegate their responsibilities and authority under this Agreement to another individual within their respective organization ("Designate") on notice to the other Participants.

5.8 Confidentiality and Security

5.8.1 Each Participant shall keep the Client Data from another Participant confidential and secure and shall use the same degree of care to protect that Client Data as it would to protect its own Client Data, but in any event shall not use a standard of care that is less than a reasonable standard of care.

5.8.2 Each Participant will hold the Centre's Confidential Information in strictest confidence, and in any case with no less protection and security than each Participant protects its own Confidential

Information.

- 5.8.3 In the event that a Participant receives a court order or other lawful requirement of a court or government agency of competent jurisdiction requiring the disclosure of some or all of a Participant's or the Centre's Confidential Information, the Participant shall (if reasonably practicable) first advise the impacted Participant or the Centre about the receipt of such court order so that the Participant or the Centre may be given an opportunity to intervene, and to seek a protective order against such disclosure. This obligation survives the termination or expiration of this Agreement.

Article 6 – Authorized Users

6.1 Access Protocol

- 6.1.1 In accordance with a Participant's internal protocol for access to the SCA Network (the "Access Protocol"), only Authorized Users will be granted access to the SCA Network. The Participants agree that the Access Protocol will, among other items, require that each Authorized User has:
- 6.1.1.1 access to Client Data in the SCA Network only for the purposes of performing his or her role and duties for the SCA Program;
 - 6.1.1.2 entered into a written confidentiality agreement with respect to Client Data accessed through the SCA Network;
 - 6.1.1.3 undergone the requisite training to use the SCA Network;
 - 6.1.1.4 undergone privacy and security training; and
 - 6.1.1.5 agreed to comply with the terms and conditions set out by the Electronic Service Provider prior to being granted access to the SCA Network (the "Participant Licensing Agreement").
- 6.1.2 No Participant shall grant access to the SCA Network to an Authorized User unless such person has met all the requirements set out in its Access Protocol.
- 6.1.3 Each Participant agrees that making available Client Data to the SCA Network in accordance with the provisions of this Agreement shall entitle the Authorized Users to access such Client Data and that, if a Client withdraws their consent, the Client Data shall no longer be available to the Authorized Users as described on the SCA Website but may continue to be accessed by the Centre, in its capacity as a HINP and Agent, solely for the purposes of providing the Services.
- 6.1.4 The Authorized User Terms and Conditions may be modified as may be appropriate or necessary in light of new developments and changes, which include but is not limited to legislative or regulatory changes. A copy of such revised Authorized User Terms and Conditions will be provided to each Participant, and will be modified on the log on page of the SCA Network. The Participants must ensure that Authorized Users agree to Participant Licensing Agreement, as presented on the SCA Network log on page, before they can access the SCA Network.

- 6.1.5 If a Participant revokes or suspends an Authorized User's right of access to Client Data, such Participant shall at the same time revoke or suspend, as the case may be, such Authorized User's access to the SCA Network.
- 6.1.6 If such suspension or revocation as described in section 6.1.5 is the result of an actual or alleged Privacy Breach by such Authorized User, the Participant must follow the Privacy and Security Incident Management Process set out in the SCA Privacy Guide.
- 6.1.7 If a Participant is of the view that an Authorized User of another Participant has failed to comply with the responsibilities and obligations as set out in this Agreement, and under Applicable Laws, the Participant shall give notice to the Centre, copying other Participant outlining its concerns and request that the Authorized User's access to the SCA Network be suspended immediately. The other Participant shall terminate such Authorized User's access to the SCA Network unless it is satisfied, after having investigated the facts alleged in the notice, that the Authorized User is in compliance with this Agreement.
- 6.1.8 Each Participant is responsible for the actions of its Authorized Users in connection with Client Data.
- 6.1.9 Each Participant has a current and accurate record of its Authorized Users and will provide to the Centre upon request.
- 6.1.10 Authorized Users may access the SCA Network at his or her place of work at the business location of the Participant or remotely with the appropriate authorization by the Participant. The Participant must ensure that Authorized Users who have remote access to the SCA Network have implemented and will continue to maintain privacy, security and technical safeguards to prevent the unauthorized collection, use and disclosure of Client Data. The Authorized Users may only access remotely to the SCA Network through the SCA Network website.

Article 7 – Safeguards

7.1 Data Protection

Each Participant agrees to continue to meet or exceed the level of data protection afforded to Client Data pursuant to the Applicable Laws.

7.2 Physical, Technical and Administrative Security Safeguards

Each Participant agrees to maintain appropriate physical, technical and administrative security safeguards that are consistent with this Agreement and that are reasonably necessary to prevent unauthorized persons from accessing, collecting, using, disclosing, modifying, disposing, copying, stealing or otherwise committing any other act that could breach or compromise the privacy, availability, accessibility, integrity, structure, format or content of Client Data.

7.3 Authorized Users

Each Participant agrees on its own behalf and on behalf of its Authorized Users:

- 7.3.1 that Client Data will not be:

- 7.3.1.1 used, collected, and disclosed except in accordance with this Agreement, PHIPA and any other Applicable laws;
 - 7.3.1.2 downloaded to and/or stored on any mobile computing device unless such device is enabled with encryption technology that automatically encrypts such data upon downloading to the device;
 - 7.3.1.3 communicated to another Participant through any other electronic means except for the SCA Network; and
 - 7.3.1.4 retained longer than necessary; and
- 7.3.2 to maintain the confidentiality of any user names, computer passwords or access codes for the SCA Network.

Article 8 – Client Data

8.1 Access, Correction, Custody and Control

- 8.1.1 Client Data of a Participant shall remain in the custody and under the control of such Participant for the purposes of PHIPA.
- 8.1.2 If and to the extent that a Participant collects Client Data through the SCA Network, such Participant shall be deemed to have custody of the Client Data for purposes of PHIPA, and shall, subject to section 8.1.3, be subject to all of the duties and obligations of a HIC in respect of such Client Data and to the Client to whom it relates.
- 8.1.3 No Participant shall have authority to provide access to or make any correction to any Client Data related to a Client that was created by another Participant, and shall so advise any Client (or substitute decision-maker of a Client) who requests any such access or correction. Any such request for access or correction shall be directed back to the Participant who is responsible for creating the Client Data within three (3) Business Days of the receipt of such request.
- 8.1.4 If a Participant becomes aware of an error in its Client Data in the SCA Network, it shall, as soon as is reasonably practicable and in any event no later than three (3) Business Days after it becomes aware of such error, rectify the error. When a Participant corrects its Client Data pursuant to the provisions of section 8.1.3 or this section, it shall ensure that both the original and corrected Client Data are available in the SCA Network, with the corrected Client Data so noted.

8.2 Privacy Breach

- 8.2.1 If a Participant Privacy Officer becomes aware of an actual, suspected or potential Privacy Breach involving its own Client Data or Client Data related to a Client of another Participant, the Participant Privacy Officer shall, within three (3) Business Days, notify the HINP Privacy Officer, or designate as set out on the SCA Website.

- 8.2.2 If any Participant becomes aware that any Client Data in the SCA Network has been subject to a Privacy Breach that has resulted from a failure of or problem in the SCA Network, it shall immediately notify the HINP Privacy Officer and provide reasonable particulars of such occurrence. The HINP Privacy Officer shall immediately implement the Integrated Privacy and Security Incident and Breach Management Policy as set out in the SCA Privacy Guide.

8.3 Complaint Process

- 8.3.1 If any Participant receives a complaint from a Client, another Participant or the Office of the Information and Privacy Commissioner/Ontario about the processing of Client Data, such Participant shall no later than three (3) Business Days after its receipt:
- 8.3.1.1 forward the complaint to the applicable Participants to respond in accordance with the provisions of PHIPA if the complaint relates to the collection, use or disclosure of the Client Data by the Originating Participant; or
 - 8.3.1.2 if the Participant receiving the complaint holds the opinion that the complaint relates to the management of the Client Data within the SCA Network, forward the complaint to HINP Privacy Officer provided that any notification required of the Client shall be done by the Originating Participant and the HINP Privacy Officer shall provide the particulars to the Originating Participant so that it may notify the Client.

8.4 Consent

- 8.4.1 If a Participant does not have the consent of the Client to disclose all of the Client Data to other parties, or a Client subsequently withdraws his/her consent to the provision of all of the required Client Data to the SCA Network, then the Participant shall provide only that Client Data for which it has such consent, or for which such consent has not been withdrawn. The Participant shall notify the other Participants, in accordance with PHIPA, that the Participant is not disclosing all of the Client Data that it considers reasonably necessary for the purpose of providing health care or other related service or assisting in providing health care or other related services to the Client.

8.5 Accuracy and Completeness of Data

- 8.5.1 No Participant:
- 8.5.1.1 warrants or represents to any other Participant the accuracy, currency, or completeness (excluding the obligations in section 8.4.1 above) of any Client Data collected by a Participant through the SCA Network; and
 - 8.5.1.2 shall not be held liable or responsible in any way for clinical uses of, or decision- making processes relating to the use of, any such Client Data by a Participant.
- 8.5.2 Each Participant acknowledges that any access to the Client Data of another Participant is at its own discretion and risk.
- 8.5.3 The Participants agree and acknowledge that the Centre:

8.5.3.1 does not warrants or represents to any Participant the accuracy, currency, or completeness of any Client Data collected by the Centre in its capacity as a HINP and as an Agent through the SCA Network; and

8.5.3.2 shall not be held liable or responsible in any way for clinical uses of, or decision- making processes relating to the use of, any such Client Data by a Participant.

8.6 Reporting

8.6.1 The parties acknowledge and agree that the SCA Network contains Client Data that could be used by Participants for health care and reporting and quality improvement strategies in accordance with PHIPA (“Reporting”) as further described in Schedule C. Pursuant to PHIPA, the Centre will act as an Agent on behalf of the Participants in the collection, use and disclosure of Client Data. All Client Data saved in the SCA Network is encrypted or de- identified. The Participant shall only share Client Data obtained through the SCA Network for the Purpose in accordance with PHIPA.

8.7 Use of Client Data and Professional Judgment

8.7.1 Each Participant acknowledges that its access, including access by its Authorized Users to the Client Data in SCA Network, is at that Participant’s own discretion and risk. The Participant must ensure its staff and agents exercise professional judgment in the use of any Client Data from any Originating Participant.

Article 9 – Systems and Administration

9.1 Participant's Responsibilities for its Infrastructure, Hardware and Software Systems

9.1.1 Each Participant shall be responsible for ensuring the integrity and good working order of its own infrastructure, hardware and software systems so as not to compromise the SCA Network functionality or availability for any other Participant.

9.2 Participant Privacy Officer

9.2.1 Each Participant shall designate its Privacy Officer, or other officer acting in a similar capacity, to act as a single point of contact for such Participant in connection with all matters concerning the performance by it of its respective obligations under this Agreement.

9.2.2 The Participant will ensure that the Participant Agreement as set out in Schedule A or A (1) as applicable will list the name, address, telephone number, facsimile number, and e-mail address of each Participant’s Privacy Officer. Any Participant may at any time change its designated Privacy Officer upon written notice to the HINP Privacy Officer in accordance with the terms of this Agreement.

9.2.3 The Participant Privacy Officer shall be responsible for coordinating and overseeing the timely performance of the obligations of such Participant under this Agreement.

9.3 No Guarantee of SCA Network Functionality

- 9.3.1 The Centre does not represent, warrant or guarantee in any way the functionality of the SCA Network. The SCA Network functionality is largely dependent on the Electronic Service Provider. Each of the Participants acknowledges that the Centre is not a commercial provider of information technology services and that its ability to provide Participants with access to the SCA Network is subject to the Centre's own contractual relationship with the Electronic Service Provider.
- 9.3.2 Each Participant acknowledges that periodically it will be necessary for the Centre or the Electronic Service Provider to temporarily take all or portions of the SCA Network off-line in order to perform software upgrades or hardware maintenance or due to other factors that may arise from time to time. The Centre will use commercially reasonable efforts to provide advance notice of any planned downtime affecting access and will try to schedule such downtime so as to minimize the disruption of access to the SCA Network.

Article 10 – Status and Rights and Obligations of the Centre as a HINP and Agent

10.1 HINP and Agent Status

- 10.1.1 The Centre, in addition to being a Participant, shall be the HINP for the SCA Network and shall comply with all of the obligations of a HINP under the PHIPA. The Centre may collect, use and disclose Client Data as permitted in its role as a Participant in the SCA Program except as specified otherwise in this Agreement.
- 10.1.2 The Centre acknowledges and agrees that it is also an Agent of the Participants when acting as HINP and shall comply with Applicable Laws.
- 10.1.3 Subject to the terms and conditions of this Agreement, the Centre agrees to provide the Services to the parties as described in Schedule C.
- 10.1.4 The parties may agree to the provision of additional services by the Centre by amendment to Schedule C in accordance with the terms of this Agreement.

Article 11 – Protection of Client Data by the Centre as a HINP

11.1 Privacy and Security Safeguards

- 11.1.1 The Centre represents and warrants that it has the administrative, technical and physical safeguards necessary to fulfil its obligations as a HINP, as set out in Security Standards and Procedures Notice which will be posted on the SCA Website. Upon request, the Centre will provide any Participant with a copy of its policies and procedures for the security and protection of Client Data managed by it and/or a copy of the policies and procedures for the security and protection of Client Data managed by its subcontractors, as applicable. These policies and procedures will be posted on the SCA Website.

- 11.1.2 The Centre shall designate an individual as the HINP Privacy Officer to oversee privacy and security safeguards.
- 11.1.3 The Centre shall not implement any change to its security systems, standards or policies and procedures that may, in the reasonable opinion of the other parties, have an adverse effect on the provision of Services or on the security of any Client Data that it manages of any Client of the other parties without the express agreement of the other parties. No Participant shall implement any change to its security systems, standards or policies and procedures that may, in the reasonable opinion of the Centre, have an adverse effect on the provision of Services or on the security of any Client Data that the Centre processes without the express agreement of the Centre.

The Centre shall refer all requests by third parties (other than Authorized Users) for access to any Client Data in its possession or control to the Participant from whom such Client Data originated. The Centre shall not disclose any Client Data to third parties, except with the prior written consent of the applicable Participant or parties or as may be required by Applicable Laws. Such prior written consent may be subject to conditions or limitations reasonably imposed by the applicable Participant or parties. In each circumstance in which the Centre is authorized pursuant to this Agreement to disclose Client Data, it shall disclose only such Client Data as strictly is necessary in connection with such authorized disclosure.

- 11.1.4 Both during the term of this Agreement and after any termination or expiry thereof, the Centre shall retain all Client Data governed by this Agreement for such period of time as is necessary to satisfy the requirements of the retention policies of the parties which shall comply with all Applicable Laws and applicable professional practice rules. The Centre shall ensure that retention and destruction of Client Data is logged and documented, and upon request, a written or electronic copy of the log is provided to the Participants. Notifications will be sent by the Centre or the Electronic Service Provider or the SCA Network, as applicable, to the Participant's as required to warn of pending destruction of such Participant Client Data. Subject to the preceding sentence, the Centre shall destroy all records of such Client Data in a secure manner. For greater certainty, the provisions of this Section shall survive any termination or expiry of this Agreement.
- 11.1.5 The Centre may subcontract its Services to an Electronic Service Provider or to any other third party to provide the Services. The Electronic Service Provider or any other third party may subcontract the Services only with prior approval from the Centre. The Centre shall ensure that any third party it retains to assist in providing Services to the parties in connection with this Agreement shall be required to comply with the restrictions, conditions and security safeguards applicable to the processing of Client Data.
- 11.1.6 The Centre shall implement and maintain during the term of this Agreement, such contingency measures as may be reasonably necessary including, without limitation, a comprehensive business resumption and contingency plan (the "Contingency Plan") to ensure that a disruption or deterioration in the performance of its obligations under this Agreement is reasonably unlikely under various scenarios including, without limitation, computer system breakdowns, fire and natural disasters.

- 11.1.7 The Centre shall test the effectiveness of the Contingency Plan on a regular, periodic basis, but no less frequently than once every six (6) months and shall promptly report such test results to the other parties.
- 11.1.8 The other parties shall have the right to review, upon demand and from time to time, the Contingency Plan, and the Centre shall provide to the other parties at least thirty (30) days' prior written notice of any material change to the Contingency Plan that is or may be relevant to the other parties.
- 11.1.9 Without restricting the foregoing provisions of this Article, in the course of providing Services, the Centre shall comply with all Applicable Laws relating to the protection of the Client Data, including without limitation, the provisions of PHIPA and its regulations.

Article 12 – Term and Termination

12.1 Term

- 12.1.1 Subject to this Article 12, the term of this Agreement shall be in effect as of the Effective Date and shall continue in effect until terminated as contemplated in this Agreement.

12.2 Withdrawal of a Participant

- 12.2.1 A Participant ("Withdrawing Participant") shall have the right to withdraw from and terminate its rights and obligations under this Agreement upon providing not less than ninety (90) days' written notice to the Centre. The Centre may waive such notice in its discretion, acting reasonably. The Centre shall provide any such notice to the Steering Committee and the other Participants.

12.3 Withdrawal by the Centre

- 12.3.1 The Centre shall have the right to withdraw from and terminate its rights and obligations as the entity providing some or all of the Services under this Agreement upon providing not less than six (6) months' written notice to the Steering Committee. At such time the Steering Committee shall take such actions as are necessary to find a replacement service provider (either another Participant or a third party) to provide the Services that the Centre is withdrawing from providing.

12.4 Termination of Defaulting Participant

- 12.4.1 If a Participant (the "Defaulting Participant"):
 - 12.4.1.1 is in default of its obligations hereunder;
 - 12.4.1.2 ceases to carry on business in the normal course;
 - 12.4.1.3 becomes or is declared insolvent or bankrupt; or

- 12.4.1.4 is subject to any proceeding relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes a general assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, the other parties or the Centre, as applicable, may give notice of default to the Defaulting Participant, specifying the nature of the default, and if the Defaulting Participant has not, within two weeks after receipt of such notice, cured such default (or, if such default is not reasonably capable of being cured within such period, begun and continued diligently to cure it to the satisfaction of the parties), the notifying parties or the Centre may, by further notice to the Defaulting Participant, terminate this Agreement with respect to the Defaulting Participant.

12.5 Termination of Agreement

This Agreement will terminate in the following circumstances:

- 12.5.1 should the withdrawal or termination of Participants under this Agreement leave only one Participant remaining;
- 12.5.2 upon the agreement of all Parties to terminate this Agreement; or
- 12.5.3 upon an order or direction from the Minister of Health and Long-Term Care for the Province of Ontario, or another regulatory body that is inconsistent with the ability of the Parties to fulfill the terms of this Agreement, or in the event that insufficient funding is available to support the SCA Network, the Centre may terminate this Agreement.

12.6 Termination for Convenience

- 12.6.1 With the exception of the Centre in its capacity as a HINP, which must provide six (6) months' prior written notification to the other parties, any Participant may terminate its participation in the Agreement for convenience, upon ninety (90) days' prior written notice to the other parties.

12.7 Consequences of Termination

- 12.7.1 For greater certainty, any Client Data uploaded to the SCA Network by the Receiving Participant, Withdrawing Participant or Defaulting Participant remains in the SCA Network. The Receiving Participant, Withdrawing Participant or the Defaulting Participant will immediately take all necessary action to suspend access by its Authorized Users to the SCA Network and cease uploading Client Data to the SCA Network upon termination from this Agreement. Upon the date of termination, the Centre as the HINP shall ensure that the Participant's access, including access by all of its Authorized Users, is terminated. Any Client Data uploaded to the SCA Network by the Defaulting Participant will no longer be updated.
- 12.7.2 Upon termination of this Agreement, all parties will immediately take all necessary action to suspend access by its Authorized Users to the SCA Network and the Centre, in its role as HINP, shall ensure that the access by the parties shall be terminated within one (1) Business Day after

having received notification of such termination.

- 12.7.3 Notwithstanding that if a Participant's access to the SCA Network has been terminated, the Client Data disclosed to such Participant and forms part of individual records of Client Data shall remain with the Participant, which shall remain subject to all of its duties and obligations in respect thereof under Applicable Laws.

Article 13 – Amending Procedure and Schedule Amendments

13.1 Amending Procedure

- 13.1.1 This Agreement may be amended by the written agreement of the parties.
- 13.1.2 Without limiting the generality of subsection 13.1.1, at any time and from time to time during the Term of this Agreement, any of the parties may request an amendment (a “Schedule Amendment”) to the Schedules. The Participant submitting the request shall specify the nature of the proposed Schedule Amendment and the reasons for such a request.

13.2 Schedule(s) Amendment

- 13.2.1 The Schedule Amendment shall be reviewed by the affected parties and, if deemed appropriate, shall be executed by the affected parties and deemed incorporated into the Agreement for the affected parties.

Article 14 – Liability and Indemnification

14.1 Participant Indemnity

- 14.1.1 Each Participant (an “Indemnitor”) shall indemnify, defend and hold harmless each other Participant and its agents, officers, and directors, (collectively, “Indemnitees”), from and against all loss, cost and expense, including all legal expense on a full recovery basis, incurred by the Indemnitees or any of them as a result of or arising from any:
- 14.1.1.1 inaccuracy, breach or alleged breach by the Indemnitor of any of its representations, warranties, covenants, or other obligations in this Agreement;
 - 14.1.1.2 default by the Indemnitor in the performance of any of its duties or obligations hereunder;
 - 14.1.1.3 breach of privacy or confidentiality by the Indemnitor;
 - 14.1.1.4 negligent act or omission of the Indemnitor; or
 - 14.1.1.5 statutory offences committed by the Indemnitor.

14.2 Centre Indemnity

- 14.2.1 Each Participant shall indemnify, defend and hold harmless the Centre and its agents, officers, directors, successors and permitted assigns from and against all loss, cost and expense, including all legal expense on a full recovery basis, incurred by the Electronic Service Provider, Indemnitees or any of them as a result of or arising from of its obligations as a HINP and Agent

as set out in this Agreement.

- 14.2.2 Each Participant releases the Centre from any liability in relation to the Electronic Service Provider's performance under the Agreement.
- 14.2.3 With the exception of its own Client Data, the Centre has no responsibility for the accuracy, completeness and currency of any Client Data provided to it by any of the other parties.

14.3 Limitation of Liability

- 14.3.1 Notwithstanding any other term of this Agreement, no party shall be liable for any indirect, special, or consequential damages, or for punitive or exemplary damages, even if that party has been advised of the possibility of such loss or damage in advance. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

Article 15 – Insurance

15.1 General Commercial Liability Insurance

- 15.1.1 Each Participant shall, so long as it is a Participant to this Agreement, obtain and maintain in full force and effect general liability insurance for a minimum of \$5,000,000 for any one occurrence. Such insurance shall include, without limitation, bodily injury and property damage including loss of use; personal injury including death; products and completed operations; contractual liability; premises; and cross liability. Coverage is to be written on a per occurrence basis. Upon request, a certificate of insurance issued by the issuer shall be acceptable to the Centre as proof of coverage. The foregoing insurance provisions shall not limit the amount or type of insurance otherwise required by law. It shall be the sole responsibility of the Participant to determine that nature and extent of additional insurance coverage, if any, is necessary and advisable for its own protection or to fulfill its obligations under this Agreement. Each Participant shall give the Centre at least thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy, and shall provide to the Centre evidence of insurance upon request.

Article 16 – Dispute Resolution

16.1 Dispute Resolution Process

If a dispute arises between any of the parties to this Agreement, reasonable commercial efforts will be made to resolve the dispute as effectively and quickly as possible. Disputes will be resolved as follows:

- 16.1.1 All disputes which may arise with respect to any matter governed by this Agreement shall first attempt to be mutually resolved by the individual representatives designated by the Participants.
- 16.1.2 Any party may send a notice (which shall detail the nature of the dispute and any section of this Agreement that is alleged to be in default) to the individual representatives involved requiring that such individuals meet within thirty (30) days to attempt to resolve the dispute.

- 16.1.3 If the primary contacts are unable to resolve any dispute referred to them within thirty (30) days of such referral, the matter shall be referred by a notice sent to the CEO of each party, requiring the CEOs to meet over the next thirty (30) days to attempt to resolve the dispute.
- 16.1.4 Where a resolution to the dispute cannot be resolved within thirty (30) days after the meeting between the CEO of each party, the parties may refer the matter to arbitration by an arbitrator selected by the parties.
- 16.1.5 Nothing in this Agreement shall interfere with a party's ability to avail themselves of injunctive or other relief.
- 16.1.6 Nothing in this Agreement shall be construed to interfere with a party's ability to consult with either its legal counsel or representatives of any professional organization that regulates or accredits health care organizations or health care practitioners.

Article 17 – Notice

17.1 Form of Notice & Contact

- 17.1.1 Any demand, notice, direction or other communication (“Communication”) required or permitted to be given for the purposes of this Agreement to a Participant shall be in writing and shall be sufficiently made or given if delivered personally or by courier, or if sent by first class prepaid registered mail or if transmitted by facsimile, be addressed to the primary contact of the respective parties for notice in the Participant Agreements or if the Centre, to the following contact:

Centre:

419 Phillip Street, Unit A,
Waterloo, ON. N2L 3X2

Attention: Privacy Analyst Practice Lead
Phone: 519-885-0606 x 1010
Facsimile No.: 519-885-4838

- 17.1.2 Any Communication, if delivered personally or by courier, shall be conclusively deemed to have been given and received on the date on which it was delivered at such address, provided that if such day is not a Business Day, or such delivery was not made within normal business hours, then the communication shall be conclusively deemed to have been given and received on the Business Day next following such day.
- 17.1.3 Any Communication mailed as aforesaid shall be conclusively deemed to have been given and received on the fourth Business Day following the date of its mailing in Canada, provided that if at the time of mailing or within four (4) Business Days thereafter, there occurs a labour dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any communication shall be delivered or transmitted by other means provided for in this section.

17.1.4 Any Communication given by facsimile shall be conclusively deemed to have been given and received on the date of its transmission, provided that if such day is not a Business Day or if it is not received within normal business hours on the date of its transmission, then it shall be conclusively deemed to have been given and received on the first Business Day next following transmission thereof. Any Participant hereto may change any particulars of its address at any time and from time to time by written notice given to the other parties in accordance with this section.

Article 18 – General

18.1 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.

18.2 Further Assurances

Each of the parties hereto shall at its own expense and upon the request of another Participant hereto at any time and from time to time, promptly execute and deliver, or cause to be executed and delivered, all such further acknowledgements, consents, assurances and other documents, and promptly do, or cause to be done, all such further acts and things as that other Participant may reasonably request in order to fully effect the purposes of this Agreement.

18.3 Force Majeure

No Participant 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 Participant, 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 Participant shall notify each other Participant as soon as possible of such force majeure condition and the estimated duration of such condition.

18.4 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 Participant said to have waived or consented. No consent by a Participant to, or waiver of, a breach of any provision by another Participant shall constitute consent to, or waiver of, any different or subsequent breach.

18.5 Changes that Affect the Agreement

The parties undertake to give one another written notice of any changes in legislation, regulations or policies respecting those parties and programs that are likely to affect this Agreement.

18.6 Survival

The provisions of this Agreement which by their own terms take effect on termination of this Agreement or by their nature survive termination, shall continue in full force and effect and survive termination, notwithstanding any termination hereof.

18.7 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.

18.8 Assignment

This Agreement is binding upon the parties their successors and permitted assigns. Notwithstanding anything else in this agreement, the Centre shall have the right to assign this Agreement on written notice and upon such assignment the Centre shall be relieved of all obligations and responsibilities under this Agreement. The Participants shall not have the right to assign this Agreement without the written consent of the Centre.

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

CENTRE FOR FAMILY MEDICINE CARE INNOVATIONS



Name: Pat McLeod

Title: Acting Executive Director

Schedule A – Form of Participation Agreement – HIC

Participation Agreement - HIC dated _____ (the “**Adhesion Date**”) by _____ (the “**Participant**”) to the System Coordinated Access Information Sharing and Health Information Network Provider Agreement made as of the October 24, 2017 among the Centre for Family Medicine Care Innovations (the “**Centre**”) and other Participants that have entered into a Participation Agreement (the “**Agreement**”).

Now therefore in consideration of being accepted as a Participant to the Agreement to participate in the System Coordinated Access Program, the Participant agrees as follows:

1. The Participant represents and warrants that it is a health information custodian for purposes of the Personal Health Information Protection Act, 2004.
2. The Participant hereby agrees to comply with and be bound by all of the terms and conditions of the Agreement, as from the Adhesion Date, as if the Participant were an original Participant to the Agreement and will have all the rights and obligations of a Participant in the Agreement.
3. The Participant agrees to check the SCA Website for changes and updates to the SCA Network and other relevant information as it relates to the SCA Program.
4. All capitalized terms used but not defined herein have the meaning set out in the Agreement.
5. This Participation Agreement is effective on the date written above and continues in effect until the Agreement terminates or expires.
6. The Participant may not assign this Participation Agreement without the prior written consent of the Centre.
7. This Participant Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario.
8. The Participant’s Privacy Officer contact information is:

Privacy Officer: _____

Phone: _____

Fax No.: _____

Email: _____

9. The primary contact person, address, email and fax number of the Participant is

Contact Person: _____

Title: _____

Address: _____

Fax No: _____

Email: _____

10. The Participant hereby executes this Participation Agreement:

Full Legal Name of the Participant: _____

Authorized signing authority Signature: _____

Print Name: _____

Title: _____

I have authority to bind the Participant. The foregoing instrument is hereby accepted by the current parties to the Agreement and the Participant has accordingly become a Participant to the Agreement, as of the Adhesion Date.

Schedule A (1) – Form of Participation Agreement – Non-HIC

Participant Agreement – Non-HIC dated _____ (the “Adhesion Date”) by _____ (the “**Participant**”) to the System Coordinated Access Information Sharing and Health Information Network Provider Agreement made as of October 24, 2017 among the Centre for Family Medicine Care Innovations (the “**Centre**”) and other Participants that have entered into a Participation Agreement (the “**Agreement**”).

Now therefore in consideration of signing this Participation Agreement, to participate in the System Coordinated Access Program the Participant is subject to the terms and conditions of the Agreement, and must further adhere to the following terms:

1. The Participant represents and warrants that it is not a health information custodian for the purposes of the Personal Health Information Protection Act, 2004 (“PHIPA”).
2. Despite the foregoing, the Participant must adhere to the privacy and security obligations of a HIC as set out in the Agreement and PHIPA in the use, collection, disclosure, retention and destruction of the Client Data for the SCA Program.
3. The Participant agrees to check the SCA Website for changes and updates to the SCA Network and other relevant information as it relates to the SCA Program.
4. The Participant agrees and acknowledges that it will not be subject to the rights or protections of PHIPA.
5. The Participant acknowledges and agrees that the Centre is not a HINP and Agent to the New Participant pursuant to PHIPA.
6. The Participant hereby agrees to comply with and be bound by all of the terms and conditions of the Agreement, as from the Adhesion Date, as if the Participant were as an original Participant to the Agreement and will have the rights and obligations of a Participant in the Agreement.
7. All capitalized terms used but not defined herein have the meaning set out in the Agreement.
8. This Participation Agreement is effective on the date written above and continues in effect until the Agreement terminates or expires.
9. The Participant may not assign this Participation Agreement without the prior written consent of the Centre.
10. This Participant Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario.

11. The Participant's Privacy Officer contact information is:

Privacy Officer: _____

Phone: _____

Fax No.: _____

Email: _____

12. The primary contact person, address, email and fax number of the Participant, is

Contact Person: _____

Title: _____

Address: _____

Fax No.: _____

Email: _____

13. The Participant hereby executes this Participation Agreement:

Full Legal Name of the Participant: _____

Authorized signing authority Signature: _____

Print Name: _____

Title: _____

I have authority to bind the Participant. The foregoing Instrument is hereby accepted by the current parties to the Agreement and the Participant has accordingly become a Participant to the Agreement, as of the Adhesion Date.

Schedule A (2) – Form of Participation Agreement – HIC (LHIN)

Participation Agreement – HIC (LHIN) dated _____ (the “**Adhesion Date**”) by _____ (the “**Participant**”) to the System Coordinated Access Information Sharing and Health Information Network Provider Agreement made as of October 24, 2017 among the Centre for Family Medicine Care Innovations (the “**Centre**”) and other Participants that have entered into a Participation Agreement (the “**Agreement**”).

Pursuant to Article 13 of the Agreement, this Participation Agreement is deemed to be incorporated into the Agreement upon execution and shall be used only by Participants that are a local health integration network (“**LHIN**”) as defined in the Local Health System Integration Act, 2006 (“**LHSIA**”).

Now therefore in consideration of being accepted as a Participant to the Agreement to participate in the System Coordinated Access Program, the Participant agrees as follows:

1. The Participant represents and warrants that it is a LHIN under the LHSIA and is a health information custodian for purposes of the Personal Health Information Protection Act, 2004.
2. Subject to Section 4 of this Participation Agreement, the Participant hereby agrees to comply with and be bound by all of the terms and conditions of the Agreement, as from the Adhesion Date, as if the Participant were an original Participant to the Agreement and will have all the rights and obligations of a Participant in the Agreement.
3. The Participant agrees to check the SCA Website for changes and updates to the SCA Network and other relevant information as it relates to the SCA Program.
4. Pursuant to Section 28 of the Financial Administration Act (Ontario), the Participant as a LHIN cannot agree to provide an indemnity under Sections 14.1 and 14.2.1 of the Agreement. Notwithstanding the foregoing, the Participant shall be contractually liable in damages or otherwise to any other Participant and its agents, officers and directors, and the Centre and its agents, officers, directors, successors and permitted assigns as a result of or arising from any breach of the Participant’s obligations under the Agreement and Applicable Laws.
5. All capitalized terms used but not defined herein have the meaning set out in the Agreement.
6. This Participation Agreement is effective on the date written above and continues in effect until the Agreement terminates or expires.
7. The Participant may not assign this Participation Agreement without the prior written consent of the Centre.
8. This Participant Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario.

9. The Participant's Privacy Officer contact information is:

Privacy Officer: _____

Phone: _____

Fax No.: _____

Email: _____

10. The primary contact person, address, email and fax number of the Participant is:

Contact Person: _____

Title: _____

Address: _____

Fax No: _____

Email: _____

11. The Participant hereby executes this Participation Agreement:

Full Legal Name of the Participant: _____

Authorized signing authority Signature: _____

Print Name: _____

Title: _____

I have authority to bind the Participant. The foregoing instrument is hereby accepted by the current parties to the Agreement and the Participant has accordingly become a Participant to the Agreement, as of the Adhesion Date.

Schedule B – SCA Website

1. The Centre will manage and oversee the SCA Website, which will be updated from time to time to reflect the evolving nature of the SCA Program and SCA Network.
2. The link to the SCA Website: <http://ehealthce.ca/SCA.htm>
3. The following is an non-exhaustive list of information that will be included on the SCA Website, and is subject to change:
 - A. List of Participants
 - B. List of programs
 - C. Vendors or other third parties that provide services on behalf of the Centre
 - D. Technical specifications for the SCA Network
 - E. Privacy impact assessment
 - F. Threat risk assessment
 - G. Security and privacy safeguards

Schedule C – Service to be Provided by the Centre as a HINP and Agent

1. HINP Services

- A. The Centre acting as a HINP directly, or through a contracted third party, shall provide the information management, information systems and information technology services for the SCA Network to the other parties.
- B. The Centre shall be a HINP and shall comply with all of the obligations of a HINP under PHIPA, subject to the exception that it may collect, use and disclose PHI in the course of providing the other Services contemplated in the Agreement.
- C. The Centre shall not use any Client Data to which it has access except as necessary to provide the Services described in this Agreement, and shall not disclose any Client Data to which the Centre has access in the course of providing the Services except as required for the purpose of providing such Services.
- D. The Centre as HINP shall not collect, use or disclose any Client Data to which it has access in the course of providing Services for the parties except as necessary in the course of providing the Services.
- E. The Centre as HINP shall not permit its employees or any person acting on its behalf to have access to the SCA Network unless the employee or person acting on its behalf agrees to comply with the restrictions that apply to the Centre.
- F. The Centre as HINP shall notify affected Participant at the first reasonable opportunity if it has accessed, collected, used, disclosed or disposed of Client Data other than in accordance with this Agreement or Applicable Laws, or if an unauthorized person accessed the Client Data.
- G. The Centre as HINP shall provide to each Participant a plain language description of the Services that it provides to the parties, that is appropriate for sharing with the individuals to whom the Client Data relates, including a general description of the safeguards in place to protect against unauthorized use and disclosure, and to protect the integrity of the Client Data. The parties agree that this description may be provided to Clients of any of the parties.
- H. The Centre as HINP shall make available to the public:
 - I. the plain language description referred to above;
 - II. any of its directives, guidelines and policies that apply to the Services that it provides to the Participant to the extent that these do not reveal a trade secret or confidential scientific, technical, commercial or labour relations information; and
 - III. a general description of the safeguards it has implemented in relation to the security and confidentiality of the information.

- I. The Centre as HINP shall, to the extent reasonably practical, and in a manner that is reasonably practical, keep and make available to each Participant, on the request of such Participant, an electronic record of:
 - I. all accesses to all or part of the Client Data associated with the Participant being held in the SCA Network, which record shall identify the person who accessed the information and the date and time of the access; and
 - II. all transfers of all or part of the information associated with the Participant in the SCA Network by the Centre (whether to third party service providers, or otherwise), which record shall identify the person who transferred the information and the person or address to whom it was sent, and the date and time it was sent.
- J. Prior to the Effective Date, the Centre, as HINP shall perform, and shall provide to each Participant a written copy of the results of:
 - I. a threat risk assessment of the threats, vulnerabilities and risks to the security and integrity of the Client Data that it manages in the course of the provision of the Services, and
 - II. a privacy impact assessment related to how the provision of Services may affect the privacy of the individuals who are the subject of the information.
- K. The Centre as HINP shall update the privacy impact assessments and threat risk assessments, as it deems appropriate to identify continuing or new risks to privacy resulting from the provision of Services and to review the steps taken to address risks to privacy and security identified in the initial assessments and to assess the effectiveness of such steps. The Centre shall provide the results of any updated threat risk or privacy impact assessments to the Participants.
- L. The Centre will hold the Participant's Confidential Information in strictest confidence, and in any case with no less protection and security than the Centre protects its own Confidential Information.
- M. In the event that the Centre receives a court order or other lawful requirement of a court or government agency of competent jurisdiction requiring the disclosure of some or all of a Participant's Confidential Information, the Centre shall (if reasonably practicable) first advise the impacted Participant about the receipt of such court order so that the Participant may be given an opportunity to intervene, e.g., to seek a protective order against such disclosure. This obligation survives the termination or expiration of this Agreement.

2. Agent

Subject to Section 8.6 of the Agreement, the Centre will provide the following Services as an Agent on behalf of the Participants:

A. Reports

- I. The Centre may collect, use, and disclose referral data (which is a subset of Client Data) to generate reports on behalf of the Participants.
- II. The Centre may de-identify a Participant's Referral Data and use such de-identified Client Data for the purposes of generating reports and analysis on behalf of the Centre, in its capacity as an Agent for the Participants, in accordance with PHIPA.

Participant Licensing Agreement

2021-06

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The Participant Licensing Agreement (the **"Agreement"**) is made as of the 27 day of March, 2024 (the **"effective date"**) by and between Centre for Family Medicine Care Innovations, with offices at 419 Phillip Street, Unit A, Waterloo, ON N2L 3X2 (the **"Centre"**) and Think Research Corporation (**"supplier"**), with offices at 156 Front Street West, 5th floor, Toronto, ON M5J 2L6 and The Corporation of the County of Renfrew with a place of business at 9 International Drive, Pembroke ON KA8 6W5 (**"Participant"**).

Background

- A. Waterloo Wellington Community Care Access Centre ("WW CCAC") was managing the design, development, and implementation of an information technology platform (the "SCA Solution") for the system coordinated access strategy and framework for improving access to care and services to residents, which includes but is not limited to initiating, managing and receiving referrals for use by residents, health care and community services providers, and coordinated access service providers (the "SCA").
- B. WW CCAC retained the Supplier to license the SCA Solution to health and community care-related providers participating in the SCA, including the Participant, pursuant to a master agreement between WW CCAC and the Supplier effective August 1, 2016 (the "Master Agreement").
- C. On May 17, 2017 WW CCAC and all of its assets including the Master Agreement were transferred by order of the Minister of Health and Long-Term Care to Waterloo Wellington Local Health Integration Network ("WW LHIN") pursuant to section 34.2 of the Local Health System Integration Act, 2006 (Ontario).
- D. WW LHIN and the Centre entered into an Assignment and Novation Agreement dated October 24, 2017, whereby the WW LHIN assigned and novated to the Centre all of WW LHIN's rights and interest, obligations and benefits in the Master Agreement pursuant to Sections 12.2 and 12.3 of the Master Agreement.
- E. The Master Agreement has been amended by the Supplier and the Centre to replace the participation agreement that was previously attached as Schedule "D" to the Master Agreement with this Agreement.
- F. This Agreement must be signed by each participating health and community care-related providers (collectively the "Participants") who wishes to participate in the SCA, including the Participant.
- G. This Agreement is a standalone agreement that sets out the obligations of the Participant, the Supplier and the Centre pursuant to the Master Agreement.

Now therefore in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Centre, Participant and Supplier (collectively the **"Parties"**, each a **"Party"**) agree as follows:

Article 1 – Obligations of the Parties

1.1 License. The Supplier grants a limited, non-exclusive license to the Participant to use the SCA Solution and any modifications thereto paid for by the Centre under the Master Agreement, and to authorize the agents, contractors and representatives of the Participant, respectively, to do so on its behalf. The Participant may only use the license for its own internal use and benefit and for those specific purposes reasonably contemplated by this Agreement. The Parties agree that such license will be subject to the terms and conditions set out in Schedule "A".

1.2 Fees. Under the terms of the Master Agreement, the Centre has agreed to pay all applicable license fees to the Supplier for the Participant's use of the SCA Solution. The Participant will not be responsible for paying any such license fees to the Supplier under this Agreement.

1.3 Term. The initial term of this Agreement will be one (1) year from the Effective Date (the "Initial Term") unless terminated earlier by any Party in accordance with this Agreement. At the conclusion of the Initial Term, this Agreement will renew for successive one (1) year periods (each such period being a "Renewal Term", and all such Renewal Terms together with the Initial Term being the "Term") unless terminated earlier by any Party in accordance with this Agreement.

1.4 Termination

- a) The Participant may terminate this Agreement at the end of the Initial Term or the then-current Renewal Term by providing the other Parties with a written notice of termination ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term, as applicable.
- b) Any Party may terminate this Agreement immediately upon giving notice to a breaching Party (the "Breaching Party"), with a copy to the third Party, if there has been a material breach of this Agreement by the Breaching Party and such breach has not been cured by the Breaching Party within thirty (30) days following delivery of written notice of termination by the non-breaching Party.
- c) If the Master Agreement is terminated pursuant to its terms, this Agreement shall be terminated with effect as of the date that the termination of the Master Agreement is effective, provided that the Centre shall deliver written notice of termination to the Participant on or prior to such date. If reasonably possible in the circumstances, the Centre shall deliver such notice of termination to the Participant not less than thirty (30) days prior to the effective date of termination.

1.5 Consequences of Termination for Participant

- a) Upon termination of this Agreement as set out in section 1.4, the consequences of termination as it relates to use of the SCA Solution are addressed in the HINP and Data Sharing Agreement (defined below in section 1.6(c)), which the Participant must sign before being provided access to the SCA Solution.

- b) For clarity, a breach by the Participant shall only permit the Supplier, if the other requirements of termination are met, to terminate this Agreement in respect of the Participant and not result in the termination of the Master Agreement or participant licensing agreements of other Participants.

1.6 Privacy and Security

- a) Supplier shall comply with the privacy and confidentiality obligations of the Master Agreement and as set out in Schedule "B" of this Agreement.
- b) Supplier shall comply with the security obligations of the Master Agreement and as set out in Schedule "C" of this Agreement.
- c) The Participant will enter into a health information network provider ("HINP") and data sharing agreement ("HINP and Data Sharing Agreement") with the Centre to establish the Centre's roles and responsibilities as the HINP and the Participant's rights and obligations related to the sharing of Personal Health Information (as that term is defined in Schedule "B") with other Participants.

- 1.7 **Policies and Procedures.** The Supplier shall comply with applicable Participant policies that generally apply to the Participant's suppliers and of which the Participant makes Supplier aware and to which Supplier has agreed in writing, to the extent Supplier has access to a Participant's premises or systems and the Participant makes Supplier aware of them and to which Supplier has agreed in writing. To the extent that changes are required to the privacy provisions due to a policy change by the Participant, the Participant shall notify the Centre and the Supplier, and if appropriate, the Parties will amend this Agreement.

1.8 Confidentiality

- a) "Confidential Information" means all confidential, secret or proprietary information relating to the other Party or any of its Affiliates, including without limitation Personal Health Information (as that term is defined in Schedule "B"), which is designated as confidential or proprietary or that should be considered as such from its nature or from the circumstances surrounding its collection, use or disclosure. For the purposes of this Agreement the term "Affiliate" has the meaning given in the Business Corporations Act (Ontario).
- b) With respect to any Confidential Information a Party receives ("Receiving Party") from the another Party ("Disclosing Party"), the Receiving Party shall: (i) keep such information confidential; (ii) use the same degree of care to protect the Disclosing Party's Confidential Information as it uses for its own Confidential Information, but in no event less than reasonable care; (iii) not use the Confidential Information other than in connection with the performance of this Agreement; and (iv) not divulge the Confidential Information to Receiving Party's personnel, contractors or professional advisors, unless such personnel, contractors or professional advisors have a need to know and have agreed in writing to abide by confidentiality obligations consistent with the terms of this Agreement. In addition, the Centre may disclose Confidential Information to eHealth Ontario, other

stakeholders in the Ontario healthcare system ("Ontario Stakeholders"), or potential Participants subject to eHealth Ontario, such Ontario Stakeholders or potential Participants agreeing in writing to abide by confidentiality obligations consistent with the terms of this Agreement. Receiving Party agrees to use all reasonable steps to ensure that the Disclosing Party's Confidential Information is not disclosed by Receiving Party's employees, contractors or professional advisors in violation of this Section 1.7. A breach of confidentiality by any third party to whom a Receiving Party has disclosed Confidential Information shall be considered a breach by such Receiving Party. It is agreed to and understood by the Parties that Supplier shall be authorized to disclose the Confidential Information to its sub-contractors (CognisantMD and the Centre for Effective Practice) for the purpose of fulfilling the Supplier's obligations under this Agreement and Master Agreement, or as mutually agreed by the Parties.

- c) Notwithstanding the foregoing, the Receiving Party shall have no obligation with respect to any Confidential Information of the Disclosing Party that the Receiving Party demonstrates is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that the Receiving Party shall notify the Disclosing Party, so as to provide the Disclosing Party with a reasonable opportunity to attempt to obtain a protective order either restricting or preventing such disclosure.
 - d) Confidential Information shall not include information that: (i) is or becomes generally known or available to the public at large other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (ii) was known to the Receiving Party free of any obligation of confidence prior to disclosure by the Disclosing Party; (iii) is disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party; (iv) is developed by the Receiving Party independently of and without reference to any part of the Confidential Information. The foregoing exclusions do not apply to Confidential Information that is Personal Health Information. Confidential Information shall not be deemed to be in the public domain or generally known or available to the public merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.
 - e) A Party shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, any breach of the obligations in this Section 1.7.
- 1.9 Return of Confidential Information.** Upon termination of this Agreement, or upon written notice from the Disclosing Party requesting return of any or all Confidential Information, the Receiving Party shall forthwith return all such Confidential Information to the Disclosing Party and shall keep no copies. Where deletion of information is necessary to fulfill this requirement, it shall be performed within the confines afforded by existing technology limitations. Upon request, an officer's certificate confirming that such actions have been completed and that there are no tangible and/or electronic versions of the Confidential Information in the Receiving Party's possession or control, shall be provided to the Disclosing Party by the Receiving Party.

- 1.10 **FIPPA.** The Supplier acknowledges and agrees that the Participant may be subject to FIPPA and that under FIPPA, all information, including without limitation the Supplier's Confidential Information, will be subject to disclosure by operation of the access of information provisions in FIPPA. Supplier acknowledges and agrees that the Participant cannot guarantee that the confidentiality of any information that is in its custody or under its control will be preserved if a request is made under FIPPA for access for the information. To the extent permitted or required under FIPPA, the Participant will promptly and diligently inform the Supplier of any request made under FIPPA for the Supplier's Confidential Information and provide the Supplier with an opportunity to make representations with respect to its disclosure.
- 1.11 **Supplier's Obligations under the Master Agreement.** The Supplier acknowledges and agrees that nothing in this Agreement will derogate from its obligations to the Centre as set out under the Master Agreement.
- 1.12 **Overseeing the Supplier's Provision of Services.** The Centre, on behalf of the Participants, will oversee the Supplier's provision of the services to the Participant.
- 1.13 **Ownership of the SCA Solution.** Subject to a statement of work entered into by the Supplier and the Centre pursuant to the Master Agreement ("SOW") expressly providing otherwise, ownership of the intellectual property rights in the SCA Solution upon their creation shall vest in the Supplier and, to the extent applicable, its licensors, unencumbered, in accordance with the terms of the Master Agreement.
- 1.14 **Ownership of the SCA Solution Information**
- a) As between the Supplier and the Centre, the Centre owns all intellectual property rights in the information or materials created or generated by the SCA Solution, the Centre or the Participants under this Agreement and the Master Agreement, for the purpose of the SCA, including but not limited to statistical data, reports, website materials, processes, forms, publications, and other related information ("SCA Solution Information"). For greater certainty, SCA Solution Information does not include Source Code Materials or Documentation provided by the Supplier to the Centre for the use, operation, maintenance, modification and enhancement of the SCA Solution. The Supplier hereby grants a perpetual, irrevocable, non-transferable, non-exclusive, royalty-free license (without any right to sublicense) to the Centre and the Participants to use the Documentation for the purpose of the SCA. The Centre hereby grants a perpetual, non-transferable, non-exclusive, royalty-free license (without any right to sub-license) to the Supplier to use the SCA Solution Information for internal business purposes only, including without limitation development and improvement of the Supplier's products and services.
 - b) "Documentation" means the instructional and operational manual, training videos, training, promotional materials, and other materials of general application created by or on behalf of the Supplier, which facilitates the use, operation, maintenance, modification and enhancement of the SCA Solution

- c) "Source Code Materials" means:
- i. a complete copy of the source code version of the SCA Solution (appropriately labeled to denote the version or release thereof, and the currency date thereof) in machine-readable form in electronic format and compatible with the software as then being used by the Centre and which, when compiled, will produce the object code version of the SCA Solution; and
 - ii. a complete copy, in English, in electronic format and appropriately labeled to describe the contents thereof, of documentation on and other explanatory materials in possession of Supplier to allow a competent computer programmer possessing ordinary skills and experience, to further develop, maintain and operate the SCA Solution without further recourse to Supplier which may include general flow-charts, input and output layouts, field descriptions, volumes and sort sequence, data dictionary, file layouts, processing requirements and calculation formula and the details of all algorithms.

Article 2 – Limitation of Liability, Indemnities

- 2.1 **Limitation of Liability.** Subject to the exceptions below, the Parties agree (a) that the aggregate liability of the Centre and the Supplier in respect of the Master Agreement and all of the other participant licensing agreements entered into in connection with the SCA , together, is limited to the greater of: (i) the amounts invoiced by the Supplier under the Master Agreement in the previous thirty-six (36) months; and (ii) five (5) million dollars; and (b) that no Party shall have any right to consequential damages in the nature of loss of profits or loss of revenue. Such limitation of liability shall not apply in respect of: (i) breach of confidentiality obligations; (ii) breach of privacy provisions; (iii) damage to tangible or real property or injury or death to persons due to negligence; (iv) intentional misconduct; (v) breach of applicable law; and (vi) the intellectual property indemnity. The allocations of liability in this Section 2.1 represent the agreed and bargained for understanding of the Centre and the Supplier and the Supplier's compensation to be paid under the Master Agreement reflects such allocations. Any quantum limit and other limitations on Supplier's liability under this Section 2.1, the Master Agreement and any other participant licensing agreements shall include any damages paid to a Participant by Supplier under this Agreement, and the ability of the Participant to obtain damages under this Agreement are similarly limited by this Section 2.1, which shall consider amounts paid to the Centre and other Participants under either the Master Agreement or a participant licensing agreement, in determining the amount available to pay damages to the Participant, and/or the Centre, as applicable.

End users are responsible for using the SCA Solution in accordance with professional clinical judgment. The Centre and the Participant each acknowledge that the SCA Solution is intended to be a supplement to, and not a substitute for, the knowledge, expertise, skill and judgment of physicians, pharmacists and other healthcare professionals in patient care.

- 2.2 **Liability of the Centre.** The Centre has no liability to the Supplier for the actions of the Participants.

- 2.3 **Intellectual Property Indemnity.** The Participant and its directors, employees, agents and representatives (collectively, the "Indemnified Parties") will be held harmless from damages suffered from, and defended by Supplier in respect of, any third party intellectual property claim for any alleged or actual infringement or misappropriation of any third party intellectual property respecting the use of the SCA Solution in the manner contemplated by this Agreement. In the case of an injunction, the Supplier shall promptly, at its sole option and expense: (a) obtain for the Indemnified Parties the right to continue using the SCA Solution; or (b) replace or modify the SCA Solution to avoid a claim, provided that the replaced or modified SCA Solution is substantially equivalent in function, speed, uptime and scalability. If an injunction is granted and option (a) or (b) in the foregoing sentence has not been completed within ten (10) days, the Participant shall have the right to terminate this Agreement, and the Supplier will repay all funds paid by the Centre in respect of the Participant's use of the SCA Solution.
- 2.4 **Indemnity.** The Indemnified Parties will be held harmless from and defended by Supplier in respect of: (a) any damage to tangible or real property or injury or death to persons caused by Supplier's negligence or willful misconduct; or (b) any damage resulting from a breach of Supplier's obligations in respect of Personal Health Information (as that term is defined in Schedule "B").
- 2.5 **Indemnity Procedure.** To receive the indemnities contained in this Article 2, the Participant must promptly notify the Supplier and the Centre in writing of a claim or suit and provide reasonable cooperation (at the Supplier's expense) and full authority to defend or settle the claim or suit. The Supplier shall have no obligation to indemnify any Indemnified Party under any settlement made without the Supplier's written consent.
- 2.6 **Insurance.** In co-operation with, and with the approval of, the Centre, Supplier shall make arrangements for obtaining, and for maintaining during the term of this Agreement and continuing thereafter as set forth below, insurance coverage of: (i) professional liability errors and omissions of \$5 Million per claim and In total, (ii) commercial general liability of \$5 Million per occurrence and in total; and (iii) cyber risk insurance of \$5 Million per claim and in total (collectively, the "Project Insurance"). Unless agreed to in writing by the Centre, the Parties acknowledge that the Project Insurance will be in place prior to, or concurrent with, the execution of this Agreement. The applicable policies for the commercial general liability shall include the following terms and conditions:
- a) the Indemnified Parties to be named as additional insureds with respect to liability arising in the course of performance of Supplier's obligations under, or otherwise In connection with, this Agreement;
 - b) a cross-liability clause;
 - c) contractual liability coverage; and
 - d) provision whereby the insurers will endeavor to provide 30 days written notice of cancellation, termination or material change in the Project Insurance.

The professional liability errors and omissions policy shall be maintained on a continuous basis for two (2) years following the termination of this Agreement.

- 2.7 **No Double Recovery.** The Supplier's indemnification and other obligations under this Article 2 are intended to operate in conjunction with the indemnification provisions set forth in the Master Agreement and are not intended to result in recovery by both the Centre and the Participant for the same or related claims (except to the extent that both the Centre and the Participant have suffered a loss).

Article 3 – General

- 3.1 **General.** This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein (other than any conflicts of law rules that would result in the choice of laws of another jurisdiction) and expressly excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. Each Party hereto irrevocably submits to the exclusive jurisdiction of the courts of Ontario.
- 3.2 **Notice.** Any notice or other communication (a "Notice") required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if either delivered in person; or sent by facsimile transmission that produces a permanent paper record (an "Electronic Transmission"), charges prepaid and confirmed by prepaid first-class mail:

In the case of a notice to the Centre, addressed to it at:	And in the case of a notice to Supplier, addressed to it at:	In the case of a notice to Participant, addressed to it at:
419 Philip Street, Waterloo, Ontario	156 Front Street West, 5 th Floor Toronto, Ontario MSJ	Mathieu Grenier
N2L 3X2	2L6 Telephone No. 416-977-	9 International Drive Pembroke, ON K8A 6W5
Telephone No.	1955	
519-885-0606	Email:	
Fax No.	legal@thinkresearch.com	
519-885-4838	Attention: Vice-President, Legal	Telephone 613-735-7288
Attention:		No. Fax No. 613-735-7815
Privacy Analyst Lead		Attention: Mathieu Grenier

"Business Day" means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario). Any notice given or made in accordance with the above shall be deemed to have been given or made and to have been received:

- on the Business Day following delivery, if delivered in person;
- on the day of sending if sent by Electronic Transmission during Business Hours and, if not, then on the first Business Day after the sending thereof; and
- on the fifth Business Day following mailing, if sent by prepaid first-class mail.

Any Party hereto may from time to time change its address for notice by giving Notice to the other Parties hereto in accordance with the provisions of this Section.

- 3.3 **Assignment by the Centre.** The Centre may assign its rights and obligations under this Agreement to any Affiliate without Supplier's consent.
- 3.4 **Assignment by Participant.** A Participant may assign, on notice to the other Parties but without consent, its rights at no cost to reflect a reorganization and/or the conduct of its IT functions, such as through LHINs or entities created for the facilitation of IT functions for one or more licensees.
- 3.5 **Assignment by Supplier.** Supplier may assign or transfer its rights, interests or obligations to one or more Affiliates or to a third party at the time of the sale or any other transfer of Supplier's operations (or a part thereof) to which this Agreement pertains, without any consent of the Participant, provided that such Affiliate or third party, as the case may be, agrees with the Centre to be bound by the terms and conditions of the Master Agreement and all of the participant agreements entered into by the Centre and the Supplier in connection with the Master Agreement (including without limitation this Agreement) as though it were a party thereto and hereto (provided that Supplier, subject to the Centre agreeing otherwise in writing at the Centre's sole discretion, shall not be released of its obligations under this Agreement). In such case, Supplier must notify the Centre in writing of such assignment or transfer.
- 3.6 **Binding on Successors.** This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 3.7 **Force Majeure.** Dates and times by which a Party is required to render performance under this Agreement or any schedule hereto, other than an obligation to pay, shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting them by reason of any cause beyond its reasonable control, applying reasonable foresight and due diligence, provided: (i) to the extent feasible, prompt notice is provided of the event; (ii) a work-around strategy is promptly developed; and (iii) all commercially reasonable efforts are used to provide a work-around and to otherwise resume service to the applicable standard. A failure by a subcontractor or agent to perform shall not be an event of force majeure for a Party, unless the subcontractor or agent has itself experienced an event of force majeure. Labour disputes or lock-outs suffered or caused by a Party or its subcontractors or agents shall not be considered an event of force majeure. A requirement to disclose Personal Health Information other than under Canadian law pursuant to the terms of this Agreement shall not be an event of force majeure. The benefit of this Section shall not apply to the performance of an obligation which is thirty (30) or more days in default.
- 3.8 **Waiver.** A waiver by either Party hereto of any of its rights hereunder or of the performance by the other Party of any of its obligations hereunder shall be without prejudice to all of the other rights hereunder of the Party so waiving and shall not constitute a waiver of any such other rights or, in any other instance, of the rights so waived, or a waiver of the performance by the other Party of any of its other obligations hereunder or of the performance, in any other instance, of the obligations so waived. No waiver by either Party of any of its obligations hereunder shall be effective or binding upon such Party unless the same shall be expressed in writing.

- 3.9 Independent Contractors.** It is understood and agreed that in giving effect to this Agreement, no Party shall be or be deemed a partner, agent or employee of another Party for any purpose and that their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the Parties. No Party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other Party.
- 3.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile, email or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile, email or other electronic means as if an originally executed document had been received.
- 3.11 Entire Agreement.** This Agreement, together with any attached Schedules, constitute the complete agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. This Agreement may be amended only in a writing that refers to this Agreement and is signed by the Parties hereto.
- 3.12 Survival.** Except as otherwise provided herein, (a) the terms of Section 1.5, 1.6, 1.8-1.11, 1.13, 1.14, 2.1-2.3, 2.4(b), 2.5, 2.7, 3.1, 3.9, 3.11, 3.12, and all Schedules specifically referenced in such sections, shall survive any termination or expiry of this Agreement, as shall any other provision of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive, and (b) Section 2.4(a) shall survive any termination or expiry of this Agreement for a period of five (5) years following such expiry or termination.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**CENTRE FOR FAMILY MEDICINE CARE
INNOVATIONS**

Signature: _____

Printed Name: _____

Mohamed Alarakhia

Title: _____ Director

THINK RESEARCH CORPORATION

Signature: _____

Printed Name: _____

Sachin Aggarwal

Title: _____ CEO

[Participant]

Signature: _____

Printed Name: _____

Title: _____

Peter Emon

Warden

Craig Kelley

CAO/Deputy Clerk

Schedule "A" 1 – Additional License Terms and Conditions

1. License Limitations

- a) Licenses granted for the SCA Solution (the "Licensed Product") shall not include any right for the Centre or the applicable Participant (as applicable, the "Licensee") to have such licensed rights exercised by or through any third party, except as expressly provided otherwise in this Agreement.
- b) The Licensee may use the Licensed Product only for the internal business purposes of such Licensee. The Licensee may not use the Licensed Product to offer outsourcing, data processing, service bureau, time-sharing or other services to third parties except if, and to the extent it is acting as a health information network provider ("HINP") and agent as per PHIPA for the purposes of the Project. The Licensee shall not sell, rent, sublicense, publish, display, loan, distribute, lease, sublease, or otherwise share with any third party the benefit of the Licensed Product, except as expressly provided otherwise in the Master Agreement. The Licensee shall not use the Licensed Product or any component thereof for any purposes competitive with the Supplier.
- c) Each Licensee agrees:
 - i. at all times to limit access to the Licensed Product to only authorized users;
 - ii. to immediately suspend access to the Licensed Product for any authorized user who is suspended, terminated, on leave, or otherwise no longer an authorized user of such Licensee; and
 - iii. at all times to maintain and enforce a secure password policy for such Licensee's authorized users.
- d) The Licensee may not reverse engineer, decompile, or disassemble the Licensed Product, nor attempt in any other manner to obtain the source code of the Licensed Product.
- e) The Licensee acknowledges and agrees that all right, title and interest, including copyright in and to the Licensed Product, the accompanying printed materials, and any copies of the Licensed Product, are owned or licensed by the Supplier, except where ownership rights are otherwise defined by a Statement of Work.

The Licensee acknowledges and agrees that the Licensed Product constitutes the valuable and proprietary and confidential information of the Supplier and the Supplier's licensors and is protected by applicable copyright laws and intellectual property laws and treaties. Accordingly, the Licensee is required to treat the Licensed Product like any other copyrighted material, except as otherwise permitted pursuant to the Master Agreement.

¹ This Schedule A replicates Schedule F of the Master Agreement as it applies to Participants.

2. Derivative Works

- a) The term "Derivative Works" includes all abridgements, additions, adaptations, collective works, compilations, condensations, copies, deriving works, enhancements, expansions, exports, improvements, modifications, partial copies, recompilations, reports, revisions, transformations, and translations based upon or otherwise related to the Licensed Product For clarity, interoperable third party components intended to work with the SCA Solution, such as APIs are not deemed to constitute Derivative Works, and their development is intended to be encouraged by the Parties.
- b) Unless otherwise permitted under this Agreement, the Licensee will not create any Derivative Works from the Licensed Product or permit any other person to create any such Derivative Works.
- c) In the event that, despite subsection (b), any Derivative Work is created by or on behalf of the Licensee, the Supplier (or the Supplier's licensors, as applicable) will be the exclusive owner of such Derivative Work. Promptly after the creation of any such Derivative Works, the Licensee will deliver to the Supplier the source code and documentation of such works. Licensee will provide, without need for additional compensation, all assistance reasonably requested by the Supplier to ensure that any such Derivative Works vest in the name of the Supplier (or the Supplier's licensors, as applicable). Licensee will be reimbursed by the Supplier for any reasonable expenses it incurs in association with any such assistance.

3. Licensee Obligations

During the term of the Master Agreement each Licensee shall:

- a) obtain, and maintain at its expense, all other software, hardware, databases, internet connectivity, internet browsers and materials necessary to meet the minimum system requirements to make use of the Licensed Product;
- b) be responsible for the administration and maintenance of user names and passwords for the Licensed Product for authorized users in connection with the Master Agreement, and for ensuring the confidentiality thereof;
- c) notify the Supplier immediately of any loss or disclosure, whether voluntary or otherwise, of any user name and/or password of any authorized users created in furtherance of this Agreement to a third party;
- d) be responsible for ensuring the security of its computer system and its confidential information prior to any confidential information being used in connection with the Licensed Product; and
- e) provide remote access to the Supplier's authorized support personnel to assist with the installation, support, testing and maintenance of the Licensed Product.

Schedule "B"² Personal Health Information

1. In this Schedule "B", "Personal Health Information" or "PHI" means personal health information (as that term is defined in the Personal Health Information Protection Act, 2004 (Ontario)) of the Participant to which Supplier has access under this Agreement or the Master Agreement and the "Services" means the information technology or information management services provided by the Supplier in connection with the SCA Solution.
2. The Parties acknowledge and agree that for the purposes of the implementation, hosting and ongoing maintenance and support of the SCA Solution, the Supplier will provide the Services to the Participant.
3. The Parties acknowledge and agree that the privacy requirements applicable to the Supplier in connection with the Services, shall be dictated by the privacy law applicable to the recipient of the Services and to the Supplier as a service provider to the recipient, as amended from time to time.
4. Notwithstanding the preceding, and regardless of the nature of the recipient of the Services or the specific Services, whenever the Supplier is providing the Services, the Supplier shall be bound by a core set of privacy requirements ("Core Privacy Requirements") in accordance with which, the Supplier shall:
 - a) acquire no rights to, control over, or possession of PHI, including but not limited to if the Supplier needs to hold or store PHI to provide the Services;
 - b) not use any PHI to which it has access in the course of providing the Services except as necessary in the course of providing the Services and for greater certainty, not use PHI for any of its own purposes;
 - c) not disclose any PHI to which it has access in the course of providing the Services, and without limiting the generality of the preceding, not disclose PHI pursuant to an order or other requirement for such disclosure unless the order or requirement is made or authorized under a law of Ontario or a law of Canada applicable in Ontario;
 - d) not permit its employees or any person acting on its behalf to have access to PHI unless the employee or person acting on its behalf agrees to comply with the restrictions that apply to the Supplier under this Agreement;
 - e) implement administrative, technical and physical safeguards, practices and procedures to protect the privacy of the individuals in relation to whose PHI it provides the Services and the confidentiality and security of such PHI;
 - f) keep, and on request make available to each applicable custodian, an electronic record of:
 - i. all accesses to PHI by the Supplier (which in this paragraph (f) includes its employees and agents) or from equipment or systems controlled by the Supplier, which record shall identify the person who accessed the PHI and the date and time of the access; and
 - ii. all transfers of PHI by or to the Supplier or by means of equipment or systems controlled by the Supplier, which record shall identify the person who transferred the PHI and the person or address to whom it was sent, and the date and time it was sent;

² This Schedule B replicates Schedule G of the Master Agreement as it applies to Participants.

- g) notify the Participant at the first reasonable opportunity if the Supplier accesses, uses, discloses or disposes of PHI, other than in accordance with this Schedule "B" or any additional SCA Solution privacy requirements applicable to the Supplier, or learns that an unauthorized person accessed PHI; and
 - h) to the extent that any permitted third party it retains to assist it in providing the Services has access to PHI, ensure that the third party agrees in writing to comply with the restrictions and conditions that are necessary to enable the Supplier to comply with this Schedule "B" and any additional SCA Solution privacy requirements applicable to the Supplier.
- 5. Notwithstanding any other provision of this Schedule "B", the Participant, as a custodian under the Personal Health Information Protection Act, 2004 (Ontario), acknowledges and agrees that Supplier may de-identify PHI from the Licensee's use of the Licensed Product in connection with the provision of the Services and may use such de-identified data for the following purposes:
 - a) to understand adoption and usage of the Licensed Product for quality improvement and quality assurance; and conduct audits, measurement and analysis functions in an effort to maintain, administer, support, enhance and protect the SCA Solution and the SCA Solution Information, including but not limited to performance testing, system maintenance, troubleshooting, and other product improvement and development purposes; and
 - b) to generate strongly de-identified data and aggregated statistics, which would then be used to assist in planning, product and service development, or other lawful purposes. Such de-identified data will not be used to re-identify individuals.
 - c) for any quality improvement or research purpose requested by the Centre or with the consent of the Centre, any other governmental, publicly-controlled or not-for-profit body in Canada (including without limitation Local Health Integration Networks, the Ministry of Health and Long- Term Care, other agencies of the Province of Ontario or the Government of Canada, Canadian public universities and the Canadian Institute for Health Information); or
 - d) in connection with the quality improvement and research purposes listed in paragraph (c) above, to share such de-identified data with the Centre and with the consent of the Centre, any other governmental, publicly-controlled or not-for-profit body in Canada (including without limitation Local Health Integration Networks, the Ministry of Health and Long-Term Care, other agencies of the Province of Ontario or the Government of Canada, Canadian public universities and the Canadian Institute for Health Information).
- 6. To the extent that the purpose or effect of the Services is primarily to enable two or more Participants to use electronic means to disclose PHI to one another, in addition to the Core Privacy Requirements, the Supplier shall:
 - a) provide the Participant with a plain language description of the Services that is appropriate for sharing with the public, including a general description of the safeguards the Supplier has implemented to protect against unauthorized use and disclosure of personal health information accessible through the SCA Solution and to protect the integrity, security and confidentiality of such personal health information;

- b) make the general description referred to in paragraph (a) above available to the public along with any guidelines and policies of the Supplier that apply to the Services (to the extent that these do not reveal a trade secret or confidential scientific, technical, commercial or labour relations Information); and
- c) perform an assessment of the Services and provide a high-level summary of such assessment to each Participant, with respect to, threats, vulnerabilities and risks to the security and integrity of personal health information accessible through the SCA Solution and how the Services may affect the privacy of the individuals to whom that personal health Information relates.

Schedule "C"³ Security

The Supplier will cooperate with the Centre to satisfy the requirements below to the extent the controls have a shared responsibility or are within the control of the Supplier.

1.1 Security

- a) The Supplier agrees to establish and maintain minimum safeguards to protect the Participant's PHI and Confidential Information as defined below:
 - i. Information Security Policy and Procedures. Establish and maintain formal information security policies and procedures establishing controls around the Confidential Information and Personal Health Information of the Participant, and the systems that process them, in accordance with the requirements of the Participant.
 - ii. Information Security Organization. Define responsibility for the ongoing review of information security safeguards to reasonably ensure its continuing suitability, adequacy and effectiveness, in accordance with the requirements of the Participant, and changing threats to security.
 - iii. Asset Management. Define the inventory of data centre, facilities and systems that create, store, process and disseminate the Participant's Confidential Information and Personal Health Information and establish ownership and responsibility for the successful operation of security controls for each of those environments.
 - iv. Human Resources. Establish and maintain controls to ensure that employees, contractors and third party staff are suitably screened and educated on security practices prior to being given access to the data and the systems that process that data, and that all individual access to the Participant's Confidential Information and Personal Health Information, is promptly removed upon termination of employment, agreement or contract with Supplier, or adjusted upon a change in role. At the request of the Participant, Supplier will be obligated to provide a list of individuals that have access to IT resources related to this Agreement.
 - v. Physical and Environmental Security. Establish a security perimeter around the physical work environment and sensitive data processing facilities and establish physical entry controls to reasonably ensure that only authorized individuals gain access to the environment, and environmental controls to protect against damage from fire, flood, and other forms of man-made or natural disasters.
 - vi. Communications and Operations Management. Establish operating procedures and controls for the secure operations of systems and networks facilitating the access to the Participant's Confidential Information and Personal Health Information in order to reasonably prevent accidental or deliberate misuse. Such controls include, but are not limited to, change management, least privileges granted, segregation of duties, separation of production environment from development/test environments, backups, network security, and the encryption of media in transit between the Centre, Participants and Supplier. In addition, Supplier will maintain a secure communication link (e-mail, telephony, etc.) to ensure that the Participant's

Confidential Information and Personal Health Information travelling between the parties remain secure.

- vii. **Access Controls.** Establish controls and procedures for the authorization, regular review and revocation of access at all levels of the system environment including physical access, network access, operating systems, applications and database access. Maintain suitable authentication controls to reasonably ensure that an individual's access rights to the Participant's Confidential Information and Personal Health Information is appropriate for the individual's role regardless of how that individual is attempting to access that information or the location from which access is being attempted. Information Systems Acquisition, Development and Maintenance. Maintain an application development and maintenance framework that protects the integrity of the production application and associated source code from unauthorized and untested modifications. Such a framework shall establish control over the Participant's Confidential Information and Personal Health Information, across all environments within the development lifecycle of systems. Incident Management. Establish policies and procedures for the timely communication and investigation of suspected breaches in the security of the Participant's Confidential Information and Personal Health Information. At a minimum, communication of such incidents to the Participant and the Centre must take place prior to any discussion with regulators, clients, outside law enforcement agencies or representatives of the media. Incident investigations and associated information handling shall be performed in accordance with Applicable Law.
- viii. **Compliance.** Establish policies and procedures to ensure that the design, operation and management of systems and processing the Participant's Confidential Information and Personal Health Information meets the requirements of Applicable Law, and the requirements established in this Agreement.
- ix. **Data Destruction and Disposal.** Supplier will implement processes and controls to ensure that any storage media or data is disposed or destroyed securely in accordance to with the reasonable requirement of the Participant.
- x. **Auditing** Supplier will maintain an audit trail of the associated activities by staff or automated processes. Supplier will make available upon the Centre's request any reports related to specific actions.

- b) Supplier shall conduct regular control reviews of security of the Services, including, as applicable, penetration testing and intrusion detection, malware alerts, and share the results of such reviews with the Participant upon request.

1.2 Verification and Audit of Security Compliance. Supplier represents and warrants that it maintains adequate internal audit functions to assess internal controls in its environment, and to protect the security and confidentiality of any of the Participant's Confidential Information and Personal Health Information.

³ This Schedule C replicates Schedule H of the Master Agreement as it applies to the Participant.

COUNTY OF RENFREW

BY-LAW NUMBER 50-24

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH PEMBROKE REGIONAL HOSPITAL AS
REPRESENTED BY THE MENTAL HEALTH SERVICES OF RENFREW COUNTY (MHSRC) TO PROVIDE
MENTAL HEALTH SERVICES.**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with the Pembroke Regional Hospital as represented by the Mental Health Services of Renfrew County (MHSRC) to provide mental health services to assist individuals in navigating the mental health care system through the mesa project, with the goal of reducing the number of community deaths and visits to hospital emergency departments.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and the Pembroke Regional Hospital as represented by the Mental Health Services of Renfrew County (MHSRC).
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of March 2024.

READ a second time this 27th day of March 2024.

READ a third time and finally passed this 27th day of March 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

**mesa Letter of Agreement Between:
Pembroke Regional Hospital ("PRH") as represented by
Mental Health Services of Renfrew County ("MHSRC") and
County of Renfrew Paramedic Services ("The SERVICE")**

WHEREAS the County of Renfrew has accepted The SERVICE submission for a mesa program which includes the provision of mental health services by MHSRC to a maximum of \$266,000.

AND WHEREAS mesa leverages The SERVICE and MHSRC mental health professionals to provide and assist individuals in navigating the mental health care system with the goal of reducing the number of repeat 911, reducing the community death and visits to hospital emergency departments.

AND WHEREAS both The SERVICE and MHSRC are Health Information Custodians subject to the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A (PHIPA) and will be individually collecting, using, and disclosing personal health information (PHI) of individuals when providing health care.

AND WHEREAS the services contemplated under this Agreement will be provided by one or more of The SERVICE paramedics and a MHSRC mental health professional that will travel in a dedicated vehicle of The SERVICE.

NOW, THEREFORE THE SERVICE and MHSRC agree as follows:

1. Definitions

- a. **"Applicable Law"** means any law, regulation, binding judgment of relevant court of law having the force of law, and any official directives, rules, consents, approvals, authorizations, guidelines, or orders having the force of law that applies to a party.
- b. **"mesa"** means a designated group of The SERVICE paramedics and MHSRC mental health professionals intended to support community emergency response to individuals in mental health, addictions and/or situational crisis which are non-violent and non-criminal, in an effort to resolve the crisis at the scene. The MESA provides specialized assessment, de-escalation support and treatment/referral options to individuals.
- c. **"Personal Health Information" ("PHI")** has the meaning as defined in PHIPA.
- d. **"The Service"** refers to the County of Renfrew Paramedic Services.
- e. **"MHSRC"** means Mental Health Services Renfrew County, a program administered by the Pembroke Regional Hospital providing community mental health services to adults aged 16 and older, living in Renfrew County.
- f. **"MCT"** means the Mobile Crisis Team administered under the MHSRC providing crisis response services within the county of Renfrew.

Areas of Responsibility

1. MHSRC shall:

- a. Provide Mental Health Professionals employed by MHSRC to provide mental health services and referrals to persons believed to need mental health and/or substance use services to serve as members of mesa in accordance with applicable professional practice standards, the Community Paramedic Policy including applicable procedures and guidelines.
- b. Liaise with TheSERVICE with respect to the mesa program evaluation, monitoring, and reporting.

2. The SERVICE shall:

- a. Ensure paramedics perform all necessary medical assessment and treatment(s) in accordance with the Basic Life Support Patient Care Standards and the Advanced Life Support Patient Care Standards, where applicable.
- b. Develop and deliver mesa training for all members of the mesa team including The SERVICE and MHSRC staff.
- c. Ensure paramedics operate a joint health professional response vehicle owned, operated, and insured by the County of Renfrew.
- d. Update the Community Paramedic Policy including procedures and guidelines. Notwithstanding that The SERVICE is responsible for updating the mesa policies and procedures, The SERVICE shall consult with MHSRC in the review and revision process and shall obtain MHSRC consent to any proposed changes to the policy, procedures, and guidelines that are applicable to MHSRC Mental Health Professionals. The SERVICE shall provide MHSRC with a copy of the approved Community Paramedic Policy, procedures and guidelines and will provide MHSRC with approved updated versions of Community Paramedic Policy, procedures, and guidelines as applicable.
- e. Monitor and evaluate the mesa program.

3. Patient Care

- a. The parties are jointly responsible for collaboratively providing quality patient care in the performance of this Agreement.
- b. If there is an adverse event or other patient medical or safety issue relating to the activities of either party under this Agreement, both parties shall follow their own internal investigation and review protocols, policies, and procedures, and will collaborate to ensure each meets its obligations as required by applicable law. The SERVICE will conduct any investigations as required by the *Ambulance Act*.
- c. If an event or issue as described in section 4(b) above occurs and affects or may reasonably be suspected to affect the other Party including but not limited to health services provided by the other party, the party discovering the event will notify the other party as soon as possible and in no more than 48-hours after becoming aware of the event or issue.
- d. If there are circumstances beyond a party's control that substantially interfere with that party's primary responsibility of care to its patients, such as community disaster, strike, fire, or additional waves of pandemic outbreak, that party may immediately suspend performing its obligations under this Agreement without penalty.
- e. If any circumstance as described in section 4(d) above occurs, the suspending party will communicate with the other party and will provide as much advance notice as possible. Similarly, the suspending party will determine and communicate to the other party as to when it can resume its obligations under this Agreement.

4. Scheduling of Staff

- a. The SERVICE shall coordinate the scheduling of a MHSRC and The SERVICE staff member to provide mesa services in consultation with MHSRC. Parties will work together to determine the optimal scheduling option.
- b. The parties agree to make their best efforts to schedule staff such that the mesa Response Vehicle is regularly deployed, its hours of operation being 12-hours a day, 7-days a week.
- c. The parties acknowledge that the daily deployment of the mesa Response Vehicle is subject to the operational capabilities of MHSRC and The SERVICE.
- d. The parties agree to notify each other as soon as possible of any operational capabilities that will result in the inability to staff the mesa Vehicle including any changes including

cancellation of a staff shift.

5. Remuneration and Billing

- a. In consideration for providing mesa services on an on-going basis in accordance with the terms of this agreement, The SERVICE hereby agrees to pay to the MHSRC a fee equal to the hourly wage, as established by the CUPE 1502 Collective Agreement, plus up to 33% to cover the cost of salary benefits, applicable shift premiums and administrative fees.
- b. MHSRC reserves the right to change the price at which it is prepared to provide MCT services at the conclusion of the Contract.
- c. MHSRC shall bill The SERVICE monthly and shall enclose copies of the workload tracking of all MHSRC hours provided to The SERVICE during the month. Payment shall be made to the Pembroke Regional Hospital by the County of Renfrew within thirty (30) days of receiving such bill and statement.

6. Term and Termination

- a. The term of this Agreement is March 31st, 2024, until December 31st, 2024 unless extended or terminated earlier in accordance with this section.
- b. Either party may extend this Agreement by mutual written and signed consent of the parties.
- c. Either party may terminate this Agreement upon 30 days' written notice to the other party.

7. Indemnities, Insurance, and WSIB

- a. The SERVICE shall, both during and following the term of this Agreement, defend, indemnify and save harmless MHSRC from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by The SERVICE, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by The SERVICE pursuant to this Agreement.
- b. MHSRC shall, both during and following the term of this Agreement, defend, indemnify and save harmless The SERVICE from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by, or attributable to anything done or omitted by MHSRC, its officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by MHSRC pursuant to this Agreement.
- c. The parties shall obtain and maintain in full force and effect during the term of this Agreement general liability insurance and professional liability insurance for a minimum of \$10,000,000 any one occurrence to cover their respective obligations under this Agreement.
- d. The general liability insurance shall include at least the following:
 - i. Products and completed operations;
 - ii. personal injury;
 - iii. cross liability;
 - iv. contractual liability;
 - v. 30 days' prior written notice of material change to, cancellation, or non-renewal of the policy.
- e. The SERVICE shall obtain and maintain in full force and effect during the term of this Agreement sufficient automobile liability insurance coverage for the vehicles it is providing and operating for the mesa, including coverage for bodily injury (including

- death) and property damage arising from the activities to which this agreement relates.
- f. Each party shall provide the other with evidence of insurance upon request.
- g. Each respective party is responsible for the health and safety of their respective employees and obligations including reporting of any injuries under Applicable Law. The parties will collaborate to address workplace risks that arise during the term of this Agreement.

8. Privacy

- a. The parties to this Agreement shall always ensure that individuals who access MESA services are provided with confidential services according to Applicable Law.
- b. MHSRC and TheSERVICE shall comply with PHIPA and adhere to their own privacy policies when collecting, using, and disclosing patient data.
- c. MHSRC and TheSERVICE shall cooperate in the investigation and remediation of privacy complaints or incidents that involve both parties.
- d. MHSRC and TheSERVICE acknowledge that for requests for PHI, the party requesting PHI must compel the other party to disclose, by presenting a consent form from the Patient or a Judicial Order. Absent consent or a Judicial Order, the parties may make emergent requests as permitted by law. The parties agree to work in good faith with one another and may exercise discretion and disclose PHI in certain limited circumstances under sections 40(1) and 41(1)(a) of PHIPA.
- e. The parties will only use or disclose any PI or PHI they receive from the other as is permitted or required under this Agreement or Applicable Law.

9. Confidentiality

- a. **"Confidential Information" ("CI")** means information disclosed or made available by one party ("**Discloser**") to another party ("**Receiver**"), or that the Receiver becomes aware of as a result of performing its obligations in this agreement, that: is marked or otherwise identified as confidential by the Discloser at the time of disclosure, or that would be understood by the parties exercising reasonable judgment to be confidential. CI does not include information that:
 - i. Is or becomes available in the public domain through no act of the Receiver;
 - ii. Is received by the Receiver from a non-party who has no obligation of confidence to the Discloser; or
 - iii. Was developed independently by the Receiver without any reliance on the Discloser's CI.
- b. The Receiver shall not use, disclose, copy, or otherwise reproduce any CI of a Discloser for any purpose other than the performance of its obligations under this agreement, or as specifically authorized by the Discloser, or as may be required by Applicable Law.
- c. MHSRC is an "institution" as defined under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31(FIPPA). FIPPA applies to Records (which has the same meaning as the term "records" as in FIPPA) in MHSRC's custody or control. MHSRC may be required to disclose CI supplied to it by The SERVICE where it is obligated to do so under FIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.
- d. The SERVICE is an "institution" as defined under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA). MFIPPA applies to Records (which has the same meaning as the term "records" as in MFIPPA) in The SERVICE custody or control. The SERVICE may be required to disclose CI supplied to it by MHSRC where it is obligated to do so under MFIPPA, by an order of a court or tribunal, or pursuant to a legal proceeding.
- e. If a Receiver is required by Applicable Law to disclose any CI, the Receiver shall:
 - i. Give the Discloser sufficient advance written notice prior to releasing such CI to permit the Discloser to seek a protective order or other similar request by the Discloser to prevent or limit such disclosure, if such notice is permitted or

- required by law;
- ii. Reasonably cooperate with any request by the Discloser to prevent or limit such disclosure; and
- iii. Release only that portion of the CI that, in its legal counsel's opinion, must be released by law.

10. Patient Records

Each party shall be responsible for maintaining their own respective patient care records in accordance with Applicable Law, including processing requests from patients to access their PHI. The parties agree to work in good faith to collect, use, and disclose PHI as permitted by *PH/PA*.

11. Governing Law

This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada. The parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts competent to hear any appeal.

12. General Contract Provision

- a. Nothing in this agreement shall constitute or be construed to create a partnership, joint- venture, or employment relationship as between The SERVICE and MHSRC.
- b. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing by personal delivery or by registered mail, postage pre-paid, addressed to the other party or delivered to the other party as follows:
 - i. **to the County of Renfrew at:**
Department of Emergency Services/
Paramedic Service
9 International Drive
Pembroke ON, K8A 6W5
 - ii. **to the Service Provider (PRH-MHSRC) at:**
Pembroke Regional Hospital
705 MacKay Street
Pembroke ON, K8A 1G8

13. Dispute Resolution

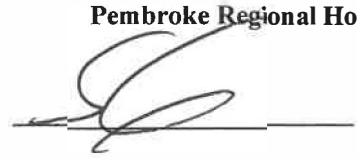
- a. If a dispute or issue arises, the parties will use their best efforts to resolve the issue or dispute in a collaborative manner. Any issue or dispute will be referred to the individuals identified in section 12 above.
- b. If the individuals in section 12 above are unable to resolve the dispute within 15 Business Days, the parties will escalate the issue or dispute to the President and Chief Executive Officer (CEO) of MHSRC and the Chief of The SERVICE. If the President & CEO of MHSRC and the Chief of The SERVICE are unable to resolve the issue or dispute within 15 Business Days, each party may pursue any other rights or remedies available to it.

14. Amendments:

No amendment, modification or addition to this Agreement will be binding upon the parties to this Agreement unless set out in writing and executed by such parties.

IN WITNESS WHEREOF the MHSRC and SERVICES have caused this Agreement to be executed by fully authorized signing officers on the date indicated below.

By: **Pembroke Regional Hospital**



Name: Scott Coombes
Title: VP Finance and Corporate
Services (CFO)

Date: March 20, 2024

County of Renfrew

Name: **Peter Emon**
Title: **Warden**

DATE: March 27, 2024

Name: **Craig Kelley**
Title: **CAO/Deputy Clerk**

DATE: March 27, 2024

COUNTY OF RENFREW

BY-LAW NUMBER 51-24

**A BY-LAW TO ENTER INTO AN AGREEMENT WITH PREHOS INC. TO PROVIDE A PLATFORM FOR
ELECTRONIC PATIENT CALL REPORTS (ePCR)s.**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with PREHOS Inc. to provide a platform for electronic patient call reports (ePCR)s. The software agreement will include the acquisition of hardware, integration with Renfrew Central Ambulance Communications Centre (CACC), educating staff, and deploying of the software.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and PREHOS Inc.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of March 2024.

READ a second time this 27th day of March 2024.

READ a third time and finally passed this 27th day of March 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

Prehos - SAAS Agreement - December 2023
THIS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT (Agreement), is entered into by and between **Prehos inc.**, a corporation formed under the laws of Canada with its principal place of business located at 2327, boul. Du Versant Nord, suite 115, Québec QC G1N 4C2 Canada (**Prehos**), on the one hand and on the other, **The County of Renfrew Paramedic Service (Customer)**. Prehos and Customer are hereinafter referred to collectively as the **Parties** and each separately as a **Party**.

WHEREAS Customer wishes to procure from Prehos the software services described herein, and Prehos wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 1 – Definitions

1.1 As used in this Agreement, the following capitalized terms will have the meanings set forth below.

- (a) Access Credentials** means any username, identification number, password, license or security key, security token, personal identification number (PIN) or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Hosted Services.
- (b) Action** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.
- (c) Affiliate** of a Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first Person.
- (d) Authorized User** means each of the individuals authorized to use the Hosted Services under Section 3.1 and the other terms and conditions of this Agreement.
- (e) Confidential Information** has the meaning set forth in Section 7.1.
- (f) Customer Data** means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Hosted Services or that incorporates or is derived from the processing of such information, data or content by or through the Hosted Services. For the avoidance of doubt, Customer Data includes information reflecting the access or use of the Hosted Services by or on behalf of Customer or any Authorized User other than information, data and other content that is derived by or through the Hosted Services from processing Customer Data but that is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Customer Data includes Personal Information as defined in Section 1.1(aa).
- (g) Customer Systems** means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity, whether operated directly by Customer or through the use of third-party services.

- (h) **De-Identified Personal Information** means any Personal Information from which the name or other identifier has been removed, so that it can no longer be linked to an individual.
- (i) **Disclosing Party** has the meaning set forth in Section 7.1.
- (j) **Effective Date** has the meaning set forth in Section 2.5
- (k) **Execution Date** means the last date indicated on the signature page of this Agreement.
- (l) **Fees** means all fees for the Services and other consideration, payable hereunder, as detailed in Schedule B hereto or on an Order Form.
- (m) **Force Majeure** has the meaning set forth in Section 12.11.
- (n) **Hosted Services** has the meaning set forth in Section 2.1.
- (o) **Indemnitee** has the meaning set forth in Section 10.3.
- (p) **Indemnitor** has the meaning set forth in Section 10.3.
- (q) **Initial Term** has the meaning set forth in Section 8.1.
- (r) **Intellectual Property Rights** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- (s) **Law** means any applicable statute, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.
- (t) **Losses** means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, disbursements and charges, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- (u) **Order Form** means any order form between Prehos and Customer that references the Agreement pursuant to which Customer orders Services, which Order Forms shall be incorporated into and form part of the Agreement.
- (v) **Patients** means the individuals to whom Customer provides prehospital care.
- (w) **Prehos Materials** means the Service Software, specifications, documentation and Prehos systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions that are provided or used by Prehos or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Prehos systems. For the avoidance of doubt, Prehos Materials do not include Customer Data.
- (x) **Party** (and the term **Parties**) has the meaning set forth in the preamble to this Agreement.
- (y) **Permitted Use** means any use of the Services by an Authorized User for the benefit of Customer for any and all lawful purposes.

- (z) **Person** means an individual, corporation, partnership, unlimited liability company, Governmental Authority, unincorporated organization, trust, association or any other entity.
- (aa) **Personal Information** means any information that, individually or in combination, does or can identify a specific individual or device or by or from which a specific individual or device may be identified, contacted or located, including but not limited to the name, surname, age, address and health information of a specific individual. Personal Information includes information identified as such by relevant Canadian Laws, including the Ontario *Municipal Freedom of Information and Protection of Privacy Act*. and the *Personal Health Information Protection Act, 2004*.
- (bb) **Privacy Policy** has the meaning set forth in Section 4.1.
- (cc) **Receiving Party** has the meaning set forth in Section 7.1.
- (dd) **Renewal Term** has the meaning set forth in Section 8.2.
- (ee) **Services** has the meaning set forth in Section 2.1 and as further detailed in Schedule A hereto.
- (ff) **Service Level** means the measurable quality and quantity of service Prehos warrants to maintain as part of providing the Services, as detailed in Appendix C hereto.
- (gg) **Service Software** means Prehos' software application or applications and any third-party or other software that Prehos provides remote access to, and use of, as part of the Hosted Services, as detailed in Schedule A, and all new versions, updates, revisions, improvements and modifications of the foregoing. For greater certainty, Service Software does not include any functionality that is not described in Schedule A, which, if offered by Prehos, may be the subject of a separate agreement or an amendment to this Agreement.
- (hh) **Subcontractor** has the meaning set forth in 2.3.
- (ii) **Territory** means Canada.

Article 2 – Services

2.1 Software Services

Subject to and conditional on compliance with the terms and conditions of this Agreement by Customer and its Authorized Users, during the Initial Term or any Renewal Term, as applicable, Prehos shall provide Customer and its Authorized Users the services described in the attached Schedule A and in this Agreement (**Services**) in accordance with the terms and conditions of this Agreement, including to host, manage, operate and maintain the Service Software for remote electronic access and use by Customer and its Authorized Users (collectively, the **Hosted Services**) in conformity with in the Service Levels outlined in Schedule C.

2.2 Service and System Control

Except as otherwise expressly provided in this Agreement:

- (a) Prehos has and will retain sole control over the hosting, operation, provision, management and maintenance of the Services and Prehos Materials.

- (b) Customer has and will retain sole control over the operation, management and maintenance of, and all access to and use of, the Customer Systems, and sole responsibility for all access to, and use of, the Hosted Services and Prehos Materials by any Person by or through the Customer Systems or any other means controlled by Customer.

2.3 Service Management

Each Party shall, throughout the Initial Term or any Renewal Term, as applicable, maintain within its organization a service manager to serve as such Party's primary point of contact for day-to-day communications, consultation and decision-making regarding the Services (each, a **Service Manager**). The Parties agree that specifically appointed delegates of each Service Manager might act as appointees and representatives thereof for the purposes of communications and instructions under this Agreement. Each Service Manager shall be responsible for providing all day-to-day consents and approvals on behalf of such Party under this Agreement. Each Party shall ensure that its Service Manager has the requisite organizational authority, skill, experience and other qualifications to perform in such capacity. If either Party's Service Manager ceases to be employed by such Party or such Party otherwise wishes to replace its Service Manager, such Party shall promptly name a new Service Manager by written notice to the other Party.

2.4 Hardware

Customer acknowledges that the use of the Services requires the use of certain third-party products, including but not limited to computer tablets or smartphones (**Hardware**). The Parties agree that Customer shall be using its own Hardware and shall at all times be exclusively liable for any malfunction, defect or non-conformity with required specification thereof, which Prehos undertakes to communicate upon request and shall be responsible for replacing such Hardware so as to fully benefit from the Services without interruption. For greater certainty, Prehos shall in no event be liable for any Losses arising out of or relating to Customer's use of any such Hardware.

2.5 Entry into Force

This Agreement and all rights and obligations it contains shall come into effect as of the date upon which Prehos has installed and made operational the Hardware and all corresponding services on Customer's locations and assets, as instructed by Customer (the **Effective Date**).

2.6 Subcontractors

Prehos may, from time to time, in its discretion, engage third parties to perform the Services (each, a **Subcontractor**), provided that it has obtained the prior written consent of the Customer, which shall not be unreasonably withheld. Prehos will remain liable for the work performed by subcontractors, as applicable.

2.7 Suspension or Termination of Services

Should any of the following occurrence materialize:

- (a) Prehos and/or the Customer receives a Governmental Order that expressly or by reasonable implication requires Prehos and/or the Customer to terminate or suspend the Services or any part thereof; or
- (b) Prehos can demonstrate that:
 - (i) Customer has failed to comply with, any material term of this Agreement or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or

- (ii) Other than through a cyber-attack or other illicit form of intrusion into Customer's systems through no fault of Customer, Customer is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Services.

Then Prehos may, directly or indirectly, by use of any lawful means and in a temporary or permanent manner as applicable, suspend or deny access to or use of all or any part of the Service or Prehos Materials by Customer or any other Person, without incurring any resulting obligation or liability and in addition to its right to terminate the Agreement as provided for in Section 8.3, provided that in such a case that Patients' Personal Information remain accessible as provided for in Section 8.4, which shall apply *mutatis mutandis* to such suspension or deny access. In the case of a Governmental Order received by or related to any act or activity of Customer, Customer shall be granted ten (10) days to comply in full of the terms thereof before Prehos may avail itself of the rights under this Section 2.7. This Section 2.7 does not limit any of Prehos' other rights or remedies, whether at Law or as applicable in equity or under this Agreement.

Article 3 – Authorization and Restrictions

3.1 Authorization

Subject to and conditional on Customer's payment of the Fees and compliance with all other terms and conditions of this Agreement, Prehos hereby authorizes Customer to access and use, solely in the Territory and, subject to Section 8.4, only during the Initial Term or any Renewal Term, as applicable, the Hosted Services and such Prehos Materials as Prehos may supply or make available to Customer solely for the Permitted Use and through Authorized Users in accordance with the terms and conditions of this Agreement. This authorization to use the Hosted Services and Prehos Material is non-exclusive and non-transferrable, it being understood that access to the accounts of Customer's Authorized Users is exclusive to such Authorized Users.

3.2 Authorization Limitations and Restrictions

Customer shall not, and shall not permit any other Person to, access or use the Services or Prehos Materials except as specified in this Agreement. For the purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as otherwise expressly provided herein:

- (a) copy, modify or create derivative works or improvements of the Services or Prehos Materials.
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Prehos Materials to any Person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service.
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Prehos Materials, or any part thereof.
- (d) bypass or breach any security device or protection used by the Services or Prehos Materials or access or use the Services or Prehos Materials other than by an Authorized User through the use of his or her own then-valid Access Credentials.
- (e) input, upload, transmit or otherwise provide to or through the Services or Provider Systems any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code.

- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Prehos Systems or Prehos' provision of services to any third party, in whole or in part.
- (g) provide, disclose, sublicense or otherwise permit any Person to access, use, read, disseminate, transmit, download or reproduce the Service Software.
- (h) adapt, translate, change, customize, enhance, augment, partially delete or alter, or otherwise modify the Service Software in any manner or to any extent whatsoever, whether in whole or in part.
- (i) other than for internal benchmarking purposes and to assess within Customer's organization, the competitive advantages of the Services, access or use the Services or Prehos Materials for the development, provision or use of a competing software service or product, and shall in no cases disclose any Prehos Materials without Prehos' prior written consent to a third-party, if such disclosure would reasonably be considered to be to Prehos' detriment or commercial disadvantage.
- (j) access or use the Services or Prehos Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any IP rights or other right or any third party or that violates any applicable Law; or
- (k) otherwise access or use the Services or Prehos Materials beyond the scope of the authorization granted under Section 3.1.

3.3 Customer Obligations

Customer shall at all times during the Initial Term or any Renewal Term, as applicable:

- (a) provide Prehos with all reasonable support and access to personnel, data (including Customer Data) and computer systems, necessary to allow Prehos to perform the Services and its obligations under this Agreement.
- (b) set up, maintain and operate in good repair any equipment and ancillary services needed to connect to, access or otherwise use the Services.
- (c) be responsible for all activity occurring under Customer accounts and for compliance with the terms of this Agreement and all applicable local, provincial and national Laws and regulations, relating to Customer's use (and Customer's customers' use) of the Services, including those related to the protection of intellectual property, data privacy, international communications and the transmission of technical or personal data, it being understood that Customer shall not be liable for any breach of this provision directly or indirectly related to a cyber-attack or other illicit form of intrusion into Customer's systems through no fault of Customer, if Customer can demonstrate having put in place and maintained commercially reasonable cybersecurity mechanisms and policies;
- (d) notify Prehos as soon as reasonably possible of any known unauthorized use of any password or account or any other known or suspected breach of security; and
- (e) ensure that any collection, upload, process, storage, access and sharing of Personal Information on or via the Services is made in strict compliance with relevant privacy Laws and other applicable Laws.

The Customer is also responsible to ensure that its use of the Hosted Services and Prehos Material will not contravene applicable Laws and other normative and legislative frameworks applicable to Customer,

including institutional policies. Prehos is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

Article 4 – Privacy

4.1 Prehos Obligations

Prehos shall implement and keep at all times reasonable physical, electronic, technological, organizational, contractual and other security measures as set out in Schedules A and D, and at a minimum aligned with common market practice application to similar services as the Services, and as required to preserve the security and privacy of Customer Data and more particularly the Patients' Personal Information collected, processed and stored on the Hosted Services by Customer, Prehos shall at all times comply with all applicable Laws, being the Ontario *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Protection Act, 2004*. Prehos has put in place or currently implements and shall maintain during the Term and any Renewal Term various measures, including those summarized in its Privacy Policy, as amended from time to time (**Privacy Policy**). A copy of the current version is attached to this Agreement as Schedule D.

Prehos undertakes to ensure that any collection, upload, processing, storage, access and sharing of Personal Information on or via the Services shall be made in strict compliance with relevant privacy Laws and other applicable Laws, and shall, as soon as reasonably possible, notify Customer of any known unauthorized use of any password or account or any other known or suspected breach of security of its systems.

4.2 Data Breach Procedures

Prehos will implement and maintain at all times a data breach plan in accordance with applicable Laws and shall implement the procedures required under such data breach plan on the occurrence of a data breach.

4.3 Customer Control and Responsibility

Subject to Prehos' compliance with the obligations set out in Sections 4.1 and 4.2, and to the extent any breach does not primarily relate to Prehos' violation thereof or a cyber-attack or other illicit form of intrusion into Customer's systems through no fault of Customer, Customer has and will retain responsibility for:

- (a) all Customer Data, including Patients' Personal Information and its content and use.
- (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services.
- (c) Customer Systems.
- (d) the security and use of Access Credentials of Customer and its Authorized Users; and
- (e) all access to and use of the Hosted Services and Prehos Materials directly or indirectly by or through the Customer Systems or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

4.4 Access and Security

Customer shall employ all electronic, technological, organizational, contractual, physical, administrative, technical and other measures, controls, screening and security procedures and other safeguards necessary to:

- (a) securely administer the distribution and use of any and all Access Credentials and protect against any unauthorized access to or use of the Hosted Services; and
- (b) control the content and use of Customer Data and more particularly of any Patient Personal Information, including the uploading or other provision of Customer Data for processing by the Hosted Services.

Article 5 – Fees and Payment

5.1 Service Fees

Customer will pay Prehos the Fees as provided for in Schedule B or on an Order Form. Any Services that may be provided by Prehos to Customer that is not within the scope of the Services shall be subject to separately signed statements of work entered into by Prehos and Customer from time to time.

5.2 Payment

Prehos will issue written invoices to Customer for the Fees due in accordance with Schedule B of this Agreement or the applicable Order Form(s). Fees shall be invoiced monthly or at such other time specified in the applicable Order Form. Customer shall pay all Fees within thirty (30) days following Customer's receipt of Prehos' invoice for Services performed in conformity with the specifications set out in Schedule A. Customer shall make all payments hereunder in Canadian dollars by cheque, wire transfer or electronic funds transfer.

5.3 Procurement of Customer Data

Customer shall be responsible for any fees associated with the procurement and delivery to Prehos of Customer Data for use with the Services.

5.4 Taxes

All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all goods and services, harmonized sales, and any other applicable taxes on any amounts payable by Customer hereunder, other than any taxes imposed on Prehos' income.

5.5 Fee increases

For each Renewal Term, Fees payable under this Agreement shall increase by the greater of (i) two percent (2%) of the Fees payable under this Agreement and any Order Form for the immediately preceding 12-month period or (ii) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index (All Items) for Canada, as published by Statistics Canada, or if such index is not available, such other index as the Parties may agree most closely resembles such index. Prehos shall provide the Customer with a written notice of the increase in Fees at least 90 days before the expiry of the

Initial Term or then current Renewal Term, as applicable, and if this Agreement is renewed in accordance with Section 8.2, Schedule B will be deemed amended accordingly.

5.6 Refunds

Prehos does not provide refunds of payments made in connection with any Services performed in conformity with the specifications set out in **Schedule A** and the warranties provided herein, unless Prehos shall be in material breach of any of the terms and specifications thereof as set out in **Schedule A**.

Article 6 – Intellectual Property

6.1 Prehos Intellectual Property

All right, title and interest in the Services and Prehos Materials, including all Intellectual Property Rights embodied therein, belong solely and exclusively to Prehos or its licensors. Modifications to the Services and Prehos Materials, including all Intellectual Property Rights embodied therein, created and provided by Prehos pursuant to this Agreement, whether alone or with any contribution from Customer or its employees, will be owned exclusively by Prehos. To the extent Customer or its employees may own any right or interest in such modifications by operation of Law, Customer hereby irrevocably assigns any and all such right, title and interest to Prehos. Customer agrees to execute all documents necessary for Prehos to perfect its ownership of such modifications and all Intellectual Property Rights embodied therein. Customer will maintain and enforce agreements and policies with its employees in order to give effect to the provisions of this Section 6.1.

6.2 Specific Developed Intellectual Property

If upon mutual agreement of the Parties during the Term of this Agreement, Prehos and/or Customer initiate jointly or separately a development project with respect to new Intellectual Property Rights relating to the Prehos Materials or Customer Data which relates to the subject-matter of this Agreement, the Parties shall negotiate in good faith a separate intellectual property right management agreement with respect to ownership and licensing thereof.

6.3 Customer Intellectual Property

All right, title and interest in the Customer Data, including all Intellectual Property Rights embodied therein, shall belong solely and exclusively to Customer or its licensors. Customer hereby grants to Prehos a non-exclusive license to use and reproduce the Customer Data as needed for the purposes of providing the Services to the Customer. Despite the foregoing, the Parties understand and agree that no right of ownership shall be asserted over Patients' Personal information. Patients' medical records shall remain under the care and control of the Customer.

6.4 De-Identified Information

Upon reasonable request from Prehos and consent from Customer, which may be withheld for reasons of compliance with applicable Law, Customer may grant to Prehos a worldwide, non-exclusive, perpetual, irrevocable and royalty-free license to use De-Identified Information for which it will be impossible to reidentify an identifiable individual on an aggregated basis for research and other purposes communicated by Prehos as part of such request.

Article 7 – Confidentiality

7.1 Disclosure of Confidential Information

In connection with this Agreement each party (as the **Disclosing Party**) may disclose or make available Confidential Information to the other party (as the **Receiving Party**). Subject to Section 7.2, **Confidential Information** means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: all Prehos Materials are the Confidential Information of Prehos and the financial terms and existence of this Agreement are the Confidential Information of each of the Parties, and all Customer Data is the Confidential Information of the Customer.

7.2 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records:

- (a) was rightfully known to the Receiving Party without restriction on use or disclosure before such information being disclosed or made available to the Receiving Party in connection with this Agreement.
- (b) was or becomes generally known by the public other than by non-compliance with this Agreement by the Receiving Party or any of its representatives.
- (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
- (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7.3 Protection of Confidential Information

As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
- (b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7.3;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

- (d) ensure its Representatives' compliance with and be responsible.

7.4 Compelled Disclosures

- (a) If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information, then, to the extent permitted by applicable Law, the Receiving Party shall:
 - (i) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 7.3; and
 - (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking an injunction, a protective order or other limitations on disclosure.
- (b) If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

7.5 Customer Data Protection

Without limiting the generality of the foregoing, Prehos undertakes not to disclose, share, make accessible by any means any Customer Data to its other customers, partners, shareholders and to any third party. Prehos recognizes that the Customer Data constitutes business sensitive information and sharing such Confidential Information with others could severely and irremediably impact Customer's business.

Article 8 – Term and Termination

8.1 Initial Term

The initial term of this Agreement shall be a period of three (3) years following the Effective Date (**Initial Term**).

8.2 Renewal Term

Unless a written notice of non-renewal is given by one Party to the other at least 60 days prior to the date of expiry of the then-current term, the term of the Agreement shall be automatically renewed for one successive term of 12 months (**Renewal Term**) upon the same terms and conditions to a maximum of two (2) Renewal Terms, without discounts, as contained herein except for the Fees which shall increase for each Renewal Term as provided in Section 5.5 of this Agreement.

8.3 Termination

In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) Prehos may terminate this Agreement, effective on written notice to Customer, if Customer:

- (i) fails to pay any amount when due hereunder, and such failure continues more than 90 days after Prehos' delivery of written notice thereof: or
 - (ii) breaches any of its obligations under Section 3.2 or Article 7.
- (b)** either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:
 - (i) is incapable of cure; or
 - (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and
- (c)** either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party:
 - (i) fails to pay its debts generally as they become due or otherwise acknowledges its insolvency.
 - (ii) ceases to carry on business in the ordinary course.
 - (iii) makes a general assignment for the benefit of its creditors.
 - (iv) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law.
 - (v) commences or institutes any application, proceeding or other action under any Law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar Laws, seeking:
 - (A) to have an order for relief entered with respect to it.
 - (B) to adjudicate it as bankrupt or insolvent.
 - (C) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, compromise, arrangement, stay of proceedings of creditors generally, or other relief with respect to it or its assets or debts; or
 - (D) appointment of a receiver, interim receiver, receiver and manager, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets.
- (d)** notwithstanding anything to the contrary herein, either party may terminate this Agreement without cause, at any time upon 30 days' prior written notice given to the other party.
- (e)** Customer may terminate this Agreement, effective immediately upon written notice to Prehos, if upon reasonable belief rooted in evidence, it can demonstrate that Prehos has:
 - (i) breached any of its obligations under Article 4 or Article 7.

- (ii) made a material misrepresentation or omission or provided materially inaccurate information to the Customer.
- (iii) underwent a change in control which adversely affects Prehos' ability to satisfy some or all of its obligations under the Agreement.
- (iv) subcontracted the provision of part or all of the Services or assigned the Agreement without first obtaining the written approval of the Customer; or
- (v) committed an act or omission constitutes a substantial failure of performance in accordance with the standards of the industry.

8.4 Effect of Expiration or Termination

Upon termination or expiration of this Agreement, except as otherwise expressly provided below or elsewhere in this Agreement:

- (a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate, subject to Customer being granted a limited right of thirty (30) days to diligently proceed to the retrieval or migration of any Customer Data in Prehos' possession or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information.
- (b) Subject to Section 8.4(a), Prehos shall cease all use of any remaining non-retrieved Customer Data or Customer's Confidential Information and
 - (i) promptly return to Customer, or; and
 - (ii) permanently erase such Customer Data and Customers Confidential Information from the Prehos Systems.

Notwithstanding the foregoing, Prehos may continue to use any De-Identified Information to which it was granted permission to use pursuant to Section 6.4.

- (c) Subject to Section 8.4(a) (and only to the extent necessary for the purposes set out therein and no other purpose), Customer shall immediately cease all use of any Services or Prehos Materials; and
 - (i) promptly return to Prehos, or at Prehos' written request destroy all document and tangible materials containing, reflecting, incorporating or based on Prehos' Confidential Information; and
 - (ii) permanently erase all Prehos Materials and Prehos' Confidential Information from all computer systems that Customer directly or indirectly controls.
- (d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:
 - (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state solely to the extent and for so long as required by applicable Law.
 - (ii) Prehos may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course, which

shall in no event be longer than 3 months from the date of expiration of termination;
and

- (iii) all information and materials described in this 8.4(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement.
- (e) Prehos may disable all Customer and Authorized User access to the Hosted Services and Prehos Materials.
- (f) if Customer terminates this Agreement under Section 8.3(b) or 8.3(e) or if Prehos terminates this Agreement under Section 8.3(d), Customer will be relieved of any obligation to pay any Fees attributable to the period after the date of such termination and Prehos will refund to Customer Fees paid in advance for Services that Prehos has not performed as of the date of termination; and
- (g) if Prehos terminates this Agreement under Section 8.3(a) or Section 8.3(b), all accrued and unpaid Fees as of the date of such notice of will become immediately due and payable.

Despite the foregoing, all files in the accounts of Customer's Authorized Users and containing Patients' Personal Information will still be accessible via such accounts, but the Customer will not be able to add information or otherwise edit these files.

Should the Customer decide to delete any information uploaded, received, saved or stored in its Authorized Users' accounts, or to shut down such accounts, then all information so uploaded, received, saved or stored (including any patient's medical records) will be deleted. In such a case, Prehos does not keep or have access to copies readily available of such information and the sole manner available to retrieve (in whole or in part) any information so deleted is for Prehos to access the backup shadow copy generated automatically (at various points in time and not constantly) by Prehos' platform.

Article 9 – Representations and Warranties

9.1 Mutual Representations and Warranties

Each party represents and warrants to the other party that:

- (a) it has all required power and capacity to enter into this Agreement, to grant the rights provided for under this Agreement and to perform its obligations under this Agreement.
- (b) when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2 Additional Prehos' Representations and Warranties

Prehos represents and warrants that it will perform the Services diligently using personnel of required skill, experience and qualification and in a professional and workmanlike manner in accordance with the industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement, and that the Services will be performed in accordance with this Agreement, industry standards, and the requirements of applicable law. Prehos further represents and warrants that it holds all necessary rights to perform its obligations under the Agreement.

9.3 Additional Customer Representations and Warranties

Customer represents and warrants that the Customer Data provided or otherwise uploaded, downloaded, obtained or stored by Customer in connection with the Services, including any Patients' Personal Information does not and will not infringe the Intellectual Property Rights of any third party or violate any applicable Laws, including data privacy Laws.

9.4 Disclaimer of Conditions and Warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN Article 9, ALL SERVICES AND PREHOS MATERIALS ARE PROVIDED "AS IS" AND PREHOS HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND PREHOS SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PREHOS MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR PREHOS MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (i) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS BEYOND THE COMMERCIALLY REASONABLY CONFORMITY WITH THE SPECIFICATIONS SET OUT IN SCHEDULE A AND WHICH CANNOT BE REASONABLY BE INFERRED THEREFROM; (ii) OPERATE WITHOUT INTERRUPTION; (iii) ACHIEVE ANY INTENDED RESULT; (iv) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS; OR (v) ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

Article 10 – Indemnification

10.1 Indemnity by Customer

Customer shall indemnify, defend and hold harmless Prehos and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors and permitted assigns (each, a **Prehos Indemnatee**) from and against any and all Losses by such Prehos Indemnatee incurred in connection with any Action by a third party (other than an Affiliate of a Prehos Indemnatee) to the extent such Losses arise of or relate to any:

- (a) use of Customer Data, including any processing of Customer Data by or on behalf of Prehos in accordance with this Agreement; provided that the use of Customer Data does not primarily relate to Prehos' violation or a cyber-attack or other illicit form of intrusion into Customer's systems through no fault of Customer,
- (b) use of any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer, including Customer's compliance with any specifications or directions provided by or on behalf of Customer to the extent prepared without any contribution by Prehos.
- (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement; or
- (d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer or any third party on behalf of Customer in connection with this Agreement.

10.2 Prehos General Indemnity

Subject to Article 11 (Limitation of Liability), Article 10.3 (Confidentiality Indemnity) and Article 10.4 (Intellectual Property Rights Indemnity), Prehos agrees at all times to indemnify and hold harmless the Customer, its Mayor, Members of Council, officers, employees, agents, and volunteers, (the “**Indemnified Parties**”) from and against any and all liability, actions, claims, losses, costs and damages which may be brought against or suffered by the Indemnified Parties and which the Indemnified Parties may incur, sustain or pay arising out of or in connection with any act of negligence in the course of performance of Prehos’ obligations under this Agreement.

10.3 Confidentiality Indemnity

Despite Article 11 (Limitation of Liability), Prehos agrees at all times to indemnify and hold harmless the Indemnified Parties from and against any and all liability, actions, claims, losses, costs and damages which may be brought against or suffered by the Indemnified Parties and which the Indemnified Parties may incur, sustain or pay arising out of or in connection with the obligations of Prehos or Prehos’ personnel under Articles 4 and 7.

10.4 Intellectual Property Rights Indemnity

Despite Article 11 (Limitation of Liability) Prehos agrees at all times to indemnify and hold harmless the Indemnified Parties from and against any and all liability, actions, claims, losses, costs and damages which may be brought against or suffered by the Indemnified Parties and which the Indemnified Parties may incur, sustain or pay arising out of or in connection with any alleged unauthorized use, infringement, inducement of infringement or violation of any Intellectual Property rights enforceable in Canada that arises from or is alleged to arise from:

- (a) the delivery of the Services by Prehos or Prehos’ personnel.
- (b) the exercise by any Indemnified Parties of any rights or licenses under the Agreement in accordance with the instructions communicated by Prehos from time to time or any specifications provided to an Indemnified Party; or
- (c) the use by any Indemnified Parties of anything supplied by Prehos or Prehos’ personnel as a result of the Agreement.

10.5 Modification by Customer

Prehos shall not have any liability to the Indemnified Parties under Article 10.4 (Intellectual Property Rights Indemnity) to the extent that any infringement or violation of any intellectual property rights is caused by further development or modification made by the Customer to the Services.

10.6 Prehos Participation in Proceedings

Prehos shall at its expense conduct the defense of any proceeding against any Indemnified Parties and any negotiations for their settlement. The Customer may elect to participate in the defense of any proceeding by notifying Prehos in writing of the election without prejudice to any other rights or remedies of Customer under the Agreement at law or in equity. Each party participating in the defense shall do so by actively participating with the other’s counsel. Prehos shall not enter into any settlement unless it has obtained the prior written approval of the Customer, such prior written approval to be provided by the Customer’s solicitor, and which shall not be withheld unless it causes material prejudice or financial loss to Customer. Whether or not it elects to participate in the defense of any proceeding, the Customer agrees to co-operate with and assist Prehos to the fullest extent possible in the proceeding and any related settlement negotiations.

10.7 Survival

The provisions of this Article 10 survive termination or expiry of the Agreement.

Article 11 – Limitation of Liability

11.1 Exclusion of Indirect Damages

SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, STRICT LIABILITY AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA; OR (iv) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER PREHOS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 Cap on Monetary Liability

THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY SUCH PARTY AND SHALL NOT EXCEED (A) FOR CLAIMS THAT ARE NOT COVERED BY AN INSURANCE POLICY OBTAINED BY PREHOS, \$2,000,000, AND (B) FOR CLAIMS THAT ARE COVERED BY AN INSURANCE POLICY, ANY INDEMNITY PROVIDED BY SUCH INSURANCE POLICY OBTAINED BY PREHOS. PREHOS SHALL OBTAIN AN INSURANCE POLICY TO BE APPROVED BY CUSTOMER AND SHALL ADD THE CUSTOMER AS A BENEFICIARY OF SUCH INSURANCE POLICY, FOR A MINIMUM AMOUNT OF \$2,000,000 PER CLAIM. BOTH PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS ARTICLE 11 ARE REASONABLE BASED UPON THE COMMERCIAL CIRCUMSTANCES, AND EACH PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS CONTAINED HEREIN.

Article 12 – Miscellaneous

12.1 Schedules

Schedules attached to this Agreement (including their respective attachments, if any) form an integral part of this Agreement and are incorporated herein by reference, such that a breach by either party of any of its obligations under the schedules shall be deemed a breach of this Agreement.

12.2 Independent Contractor

Prehos enters into this Agreement as an independent contractor. Nothing in this Agreement will be construed as creating the relationship of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.

12.3 Assignment

No party may assign this Agreement without obtaining the prior written consent of the other party, whose consent will not be unreasonably withheld, except that Prehos may assign this Agreement without the consent of Customer to an Affiliate or to a third party acquiring all or substantially all its assets.

12.4 Governing Law

This Agreement will be governed and construed in accordance with the Laws of the Province of Ontario excluding choice or conflict of law provisions and all claims arising hereunder shall be brought exclusively in the courts located in the City of Toronto, Province of Ontario.

12.5 Entire Agreement

This Agreement, including appendices, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all preceding and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

12.6 Notices

All notices, requests, consents, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email, in either case, with confirmation of transmission if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below:

- If to Prehos: **Christian Chalifour, CEO, 2327, boul. Du Versant Nord, suite 115, Québec QC G1N 4C2 CANADA**
- If to Customer: County of Renfrew Paramedic Service, 9 International Drive, Pembroke ON K8A 6W5.

12.7 Publicity

Customer and Prehos agree that, upon prior written approval from the other party, either party may use each other's name and logo in presentations, marketing materials, press materials, customer lists, financial reports and website listings of customers.

12.8 Headings

All headings to Sections and Subsections are provided for convenience only and shall not be used for purposes of construction of this Agreement.

12.9 Waivers

Waiver by a party of any breach by the other party shall not be deemed a waiver of any other of subsequent breach.

12.10 Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.11 Force Majeure

No party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is caused by any act of God, any governmental authority, war, civil disturbance, third party non-performance caused by an act of force majeure as defined in this clause, or any other cause beyond its reasonable control which prevents or hinders in any material way the carrying out by either party of its obligations under this Agreement, including without limitation failures in telecommunications equipment or lines, (**Force Majeure**), provided that the Force Majeure exception to performance shall not apply to a payment obligation, unless Customer is unable to fully access the Services for a period lasting longer than 3 months, in which case, all Fees paid for such period shall be reimbursed by Prehos until the Services resume in full. If a delay or failure of a party to perform its obligations is caused by Force Majeure, the performance of the parties' obligations will be suspended for the period during which the Force Majeure continues.

12.12 Binding Effect

Subject to the limitations herein before expressed, this Agreement will inure to the benefit of and shall be binding upon the parties, their permitted successors and assigns.

12.13 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

12.14 Language

The Parties have accepted that this agreement, all ancillary documents and all notices hereunder shall be in the English language. ***Les parties aux présentes ont accepté que cette entente ainsi que tous les documents accessoires y afférant ainsi que tout avis soient rédigés en langue anglaise.***

12.15 Insurance Requirements

- (a) Prehos shall include the Customer as an Additional Insured to its Commercial General Liability Insurance, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof. The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses, Products & Completed Operations coverage, and Standard Non-Owned Automobile endorsement (one million minimum (\$1,000,000.00)) including standard contractual liability coverage.
- (b) Prehos shall maintain a Professional Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) per claim.
- (c) Prehos shall maintain a Cyber Liability Insurance which shall include with limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering network and information security liability, privacy liability, privacy breach response, multimedia liability, privacy regulatory actions, data recovery, and technology professional services.

EXECUTED BY:

PREHOS INC.			The County of Renfrew	
By :			By :	
	Name : Christian Chalifour			Name : Peter Emon
	Title : CEO			Title : Warden
Date :			Date :	March 27, 2024

			The County of Renfrew		
			By :		
				Name : Craig Kelley	
				Title: CAO/Deputy Clerk	
			Date :	March 27, 2024	

Schedules (which form an integral part of this Agreement)

Schedule A – Description of Services

Schedule B – Description of Fees

Schedule C – Service Level Agreement

Schedule D – Privacy and Security Policy

Cost Executive Summary

August 15, 2023

SCHEDULE A & B
Summary (Excluding Taxes)

	First Year	Cost Over 5 Years	Avg. per Year for 5 Years
One-time Implementation Cost	\$13,100.00	\$13,100.00	\$2,620.00
Capital expenditures (CapEx) - Hardware	\$54,120.00	\$54,120.00	\$10,824.00
Operating Expense (OpEx) - Prehos - Annual License, Hosting and Support	\$87,999.99	\$457,955.50	\$91,591.10
Operating Expense (OpEx) - IoT, Voice & Data Plan	\$19,200.00	\$99,917.57	\$19,983.51
Total	\$174,419.99	\$625,093.07	\$125,018.61

One-time Fees

Description	Cost
Setup fees	
Prehos Solution setup fee - Includes 1 day/module Prehos Staff Onsite for Deployment Date	\$7,500.00
Training fees	
Prehos Solution Training	\$5,600.00
Voice & Data Line Setup fees	
Voice & Data Line Setup fees for iPhone	\$0.00
Sub-total	\$13,100.00
GST	\$655.00
PST	\$52.40
Total	\$13,807.40

Hardware

Description	Cost
All hardware required for this project	\$54,120.00
Sub-total	\$54,120.00
GST	\$2,706.00
PST	\$4,329.60
Total	\$61,155.60

Annual License, Hosting and Support

Description	Y1	Y2	Y3	Y4	Y5
Prehos Solution	\$87,999.99	\$89,759.99	\$91,555.19	\$93,386.30	\$95,254.02
Sub-total	\$87,999.99	\$89,759.99	\$91,555.19	\$93,386.30	\$95,254.02
GST	\$4,400.00	\$4,488.00	\$4,577.76	\$4,669.31	\$4,762.70
PST	\$7,040.00	\$7,180.80	\$7,324.42	\$7,470.90	\$7,620.32
Total	\$99,439.99	\$101,428.79	\$103,457.37	\$105,526.52	\$107,637.05

IoT, Voice & Data Plan

Description	Y1	Y2	Y3	Y4	Y5
IoT for iPad	\$19,200.00	\$19,584.00	\$19,975.68	\$20,375.19	\$20,782.70
Voice & Data for iPhone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total	\$19,200.00	\$19,584.00	\$19,975.68	\$20,375.19	\$20,782.70
GST	\$960.00	\$979.20	\$998.78	\$1,018.76	\$1,039.13
PST	\$1,536.00	\$1,566.72	\$1,598.05	\$1,630.02	\$1,662.62
Total	\$21,696.00	\$22,129.92	\$22,572.52	\$23,023.97	\$23,484.45

SCHEDULE A & B

Modules Annual License, Hosting and Support							
Module/submodule	Qty	Unit Price /Y	Total cost Y1	Y2	Y3	Y4	Y5
Care Management - Prehos ePCR (911) - 1 year licence recurring - 1 licence per Vehicle/Fixed Wing/Rotor Wing - Unlimited Calls / Patients - Unlimited credentials for management and paramedics - Includes Mobile Apps, Quality Assurance & Auditing, Situational Awareness Dashboard - Includes Mapping, Turn-by-Turn on iOS devices - Includes CadLink when available in the region - PIPEDA compliant Cloud Hosting in Canada - Unlimited Updates - Service Desk Support	30	\$2,420.00	\$72,600.00	\$74,052.00	\$75,533.04	\$77,043.70	\$78,584.57
Care Management - Prehos Community Paramedicine - Includes 10 active devices licence (Minimum flat fee) - Unlimited Community paramedics - Unlimited patient records - Includes Mobile Apps - Unlimited Updates - Service Desk Support	1	\$5,400.00	\$5,400.00	\$5,508.00	\$5,618.16	\$5,730.52	\$5,845.13
Care Management - Prehos Healthcare email/fax - Includes 2500 emails/fax monthly	1	\$720.00	\$720.00	\$734.40	\$749.09	\$764.07	\$779.35
Fleet Management - 1 year licence recurring - Includes first 30 Motorized assets - Includes Unlimited Non Motorized assets - Includes Web modules and Analytics/reporting modules - Unlimited Updates - Vehicle check in this module - Service Desk Support	0	\$3,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Optional module							
Hospital dashboard (Web-based) - 1 year licence recurring per hospital - Unlimited Updates - Service Desk Support Hardware and hardware maintenance must be provided by Paramedic Service or the hospitals	0	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Optional module							
Sub-total			\$78,720.00	\$80,294.40	\$81,900.29	\$83,538.29	\$85,209.06
GST			\$3,936.00	\$4,014.72	\$4,095.01	\$4,176.91	\$4,260.45
PST			\$6,297.60	\$6,423.55	\$6,552.02	\$6,683.06	\$6,816.72
Total			\$88,953.60	\$84,309.12	\$85,995.30	\$87,715.21	\$89,469.51

Add-Ons Modules Annual License, Hosting and Support

Module/submodule	Qty	Unit Price /Y	Total cost Y1	Y2	Y3	Y4	Y5
Care Management - Prehos Community Paramedicine Extra active devices - 1 active devices - Unlimited Community paramedics - Unlimited patient records - Includes Mobile Apps, Web-bases - Unlimited Updates - Service Desk Support	20	\$123	\$2,460	\$2,509	\$2,559	\$2,611	\$2,663
*If you subscribe to both Prehos Community Paramedicine and Prehos ePCR (911) modules, Your service will need extra active devices licences of Prehos Community Paramedicine to match the Prehos ePCR (911) licences. This makes possible the data exchange between the two modules in all vehicles.							
Fleet Management 1 Extra Motorized assets - 1 year licence recurring - 1 Motorized assets - Includes Unlimited Non Motorized assets - Includes Web modules and Analytics/reporting modules - Unlimited Updates - Service Desk Support	0	\$125	\$0	\$0	\$0	\$0	\$0
Daily Data Replication to Client Server - Daily replication of your data in a Postgres database format (no report included, just raw data). - Includes cost for storage and processes for the replication. - 2 hours of training/support on the database schema	1	\$2,500	\$2,500	\$2,550	\$2,601	\$2,653	\$2,706
Historical data hosting - Includes cost for storage and processes for the replication.	1	\$2,500	\$2,500	\$2,550	\$2,601	\$2,653	\$2,706
Sub-total			\$7,460.00	\$7,609.20	\$7,761.38	\$7,916.61	\$8,074.94
GST			\$373.00	\$380.46	\$388.07	\$395.83	\$403.75
PST			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$7,833.00	\$7,989.66	\$8,149.45	\$8,312.44	\$8,478.69

Annual License, Hosting and Support							
Module/submodule	Qty	Unit Price /Y	Total cost Y1	Y2	Y3	Y4	Y5
Computing Infrastructure	1	\$400.00	\$400.00	\$408.00	\$416.16	\$424.48	\$432.97
- 1 year recurring base price (One per service)							
Tableau Analytics Viewer	1	\$375.00	\$375.00	\$382.50	\$390.15	\$397.95	\$405.91
- 1 year recurring							
Tableau Analytics Explorer	1	\$1,045.00	\$1,045.00	\$1,065.90	\$1,087.21	\$1,108.96	\$1,131.14
- 1 year recurring							
		Sub-total	\$1,819.99	\$1,856.39	\$1,893.52	\$1,931.39	\$1,970.02
		GST	\$91.00	\$92.82	\$94.68	\$96.57	\$98.50
		PST	\$145.60	\$148.51	\$151.48	\$154.51	\$157.60
		Total	\$2,056.59	\$1,949.21	\$1,988.20	\$2,027.96	\$2,068.52

Setup fees
SCHEDULE A & B

August 15, 2023

Modules One-time setup fees			
	Qty	Unit Price	Total cost
Care Management - Prehos Emergency Health Services	1	\$5,500.00	\$5,500.00
One time setup fee - Includes 1 day Prehos Staff Onsite for Deployment Date			
Care Management - Prehos Community Paramedicine	1	\$2,000.00	\$2,000.00
One time setup fee - Includes 1 day Prehos Staff Onsite for Deployment Date			
Fleet Management	0	\$750.00	\$0.00
One time setup fee			
		Sub-total	\$7,500.00
		Vairkko	Included
		GST	\$375.00
		PST	\$600.00
		Total	\$8,475.00

Training cost			
	Qty	Unit Price	Total cost
Online ePCR Administration Training - 2 Hours			
2 hours of Online Training for ePCR Administration Maximum class size of 8.	1	\$200.00	\$200.00
Online ePCR Super User Training - 4 Hours			
4 hour of Online Training for Super Users. Maximum class size of 16.	1	\$400.00	\$400.00
Online ePCR End User Training - 4 Hours			
4 hours of Online Training for ePCR Paramedic End Users. Maximum class size of 16. 2 Super Users in attendance are a minimum to assist.	10	\$400.00	\$4,000.00
Online CP Administration Training - 2 Hours			
2 hours of Online Training for CP Administration Maximum class size of 4.	1	\$200.00	\$200.00
Online CP End User Training - 6 Hours			
6 hours of Online Training for CP End Users. Maximum class size of 16.	2	\$400.00	\$800.00
Online tutorials and learning tools	Included with the softwre licence		
		Sub-total	\$5,600.00
		Vairkko	\$0.00
		GST	\$280.00
		PST	\$448.00
		Total	\$6,328.00

Hardware					
Brand	Product / Model	Note	Qty	Unit Price	Total cost
Apple	iPad 9th gen 10.2-inch iPad Wi-Fi + Cellular 64GB - Space Grey Includes device setup fees	Minimum requirement is 1 per team	40	\$699.00	\$27,960.00
Otterbox	iPad (9th gen) Defender Series Case	Minimum requirement is 1 per iPad	0	\$99.00	\$0.00
Gamber Johnson	TabCruzer Mini: Universal Tablet Cradle	Proposed Solution for iPad mount in the FRONT cabine of the ambulance	20	\$195.00	\$3,900.00
RAM Mount	Round Plate with 1.5 inch Ball		20	\$12.00	\$240.00
RAM Mount	Double Socket Arm (9")		20	\$65.00	\$1,300.00
RAM Mount	75mm VESA Plate on Reinforced Post 1.5 inch Ball		20	\$39.00	\$780.00
Gamber Johnson	TabCruzer Mini: Universal Tablet Cradle	Proposed Solution for iPad mount in the BACK of the ambulance	20	\$195.00	\$3,900.00
RAM Mount	Round Plate with 1.5 inch Ball		20	\$21.00	\$420.00
RAM Mount	Double Socket Arm (9")		20	\$65.00	\$1,300.00
RAM Mount	75mm VESA Plate on Reinforced Post 1.5 inch Ball		20	\$39.00	\$780.00
Gamber Johnson	TabCruzer Mini: Universal Tablet Cradle	Proposed Solution for iPad mount in the FRONT of non transport SUV	10	\$195.00	\$1,950.00
RAM Mount	75mm VESA Plate on Reinforced Post 1.5 inch Ball		10	\$39.00	\$390.00
RAM Mount	Mount RAM POD HD Mount with 18 inch Pole and Round Plate End for SUVs		10	\$250.00	\$2,500.00
Prehos	Prehos Gateway Windows IoT Enterprise 2019, Bluetooth, WiFi, 4G/3G	Required for LP15 data transmission	0	895.00\$	\$0.00
Lind	Prehos Gateway Power Converter Lind LV1935-4145 Power Converter		0	175.00\$	\$0.00
MobileMark	Prehos Gateway Antenna LTMG402-3J3J3J2J-WHT-120 - Vehicle GNSS Multiband Surface Mount Antenna		0	\$275.00	\$0.00
Alternative choice of case for the iPad					
Zagg	Rugged Pro Connect with detachable backlit keyboard	Alternative to the Otterbox	40	\$210.00	\$8,400.00
High End alternative choice of mounting system with iPad charging case					
Rossbro	VLM-08NS Tablet Mount without slider	High end solution for iPad mount in the FRONT cabine of the ambulance and non transport SUV	0	\$459.00	\$0.00
Rossbro	ST-2018 Support Tablet for MVL-08		0	\$179.00	\$0.00
Rossbro	RB-2018 VLM-08NS Riser Bracket		0	\$29.00	\$0.00
Havis	Docking Station and Tablet Charging Case for iPad		0	\$599.99	\$0.00
Rossbro	RACA-CL9 Articulated Arm with console Mount	High end solution for iPad mount in the BACK cabine of the ambulance	0	\$1,069.00	\$0.00
Havis	Docking Station and Tablet Charging Case for iPad		0	\$449.99	\$0.00
Shipping	Standard Shipping for Hardware	Shipping	1	\$300.00	\$300.00
				Sub-total	\$54,120.00
				GST	\$2,706.00
				PST	\$4,329.60
				Total	\$61,155.60

Data Plans

August 15, 2023

SCHEDULE A & B
IoT Data plan per Vehicle (Data is pooled with all the fleet)

Nbr of SIMs	Total SIM combined GB Monthly	3Gb	6Gb	9Gb	18Gb
1		\$30.00	\$45.00	\$60.00	\$110.00
2		-	\$55.00	\$70.00	\$120.00
3		-	-	\$80.00	\$130.00

Exclusive when bundled with ePCR licencing

Exemples
1 SIM Card : 1 Vehicle with 1 iPad per team

2 SIM Card : 1 Vehicle with 2 iPad per team

3 SIM Card : 1 Vehicle with 2 iPad per team and the Prehos Gateway connected on our network

Typically, 9Gb for 3 SIMs in one vehicle is enough.

Data plans are optional. The county can provide their own data plans. The Prehos Gateway requires an Internet connexion to work. It can use cellular networks or be connected to your vehicle and/or your base WiFi.

IoT Plan Selection

SIM per Vehicle	3	Vehicules	Total SIMs
Data Monthly	9Gb		60
Plan Cost	\$80.00	20	Monthly
		Sub-total	\$1,600.00
		GST	\$80.00
		PST	\$128.00
		Total	\$1,808.00

Voice and Date for iPhone

	Qty	Rate	Total cost
Minutes in Canada = Unlimited Minutes from Canada to USA = 0.10\$ minutes SMS Canada = Unlimited MMS Canada = Unlimited Caller ID Conference Calling Call forwarding 3000 minutes per month (\$0.15/min for extra) Call waiting Voicemail Data shared 3GB/month	0	\$36.50	\$0.00
Line Setup fee	0	\$20.00	\$0.00
		Sub-total	\$0.00
		GST	\$0.00
		PST	\$0.00
		Total	\$0.00

Cost Executive Summary

August 15, 2023

Workforce Management
SCHEDULE A & B

NOT PART OF THIS RFP
FOR DEMONSTRATION PURPOSE ONLY
FOR VALUE ADDED SECTION

Summary (Excluding Taxes)

	First Year	Cost Over 5 Years	Avg. per Year for 5 Years
One-time Implementation Cost	\$4,029.20	\$4,029.20	\$805.84
Operating Expense (OpEx) - Workforce - Annual License, Hosting and Support	\$69,072.00	\$359,453.46	\$71,890.69
Total	\$73,101.20	\$363,482.66	\$72,696.53

One-time Fees

Description	Cost
Setup fees	
Workforce Management setup fee	Included
Training fees	
Workforce Management Training	\$4,029.20
Sub-total	\$4,029.20
GST	\$201.46
PST	\$16.12
Total	\$4,246.78

Annual License, Hosting and Support

Description	Y1	Y2	Y3	Y4	Y5
Workforce Management	\$69,072.00	\$70,453.44	\$71,862.51	\$73,299.76	\$74,765.75
Sub-total	\$69,072.00	\$70,453.44	\$71,862.51	\$73,299.76	\$74,765.75
GST	\$3,453.60	\$3,522.67	\$3,593.13	\$3,664.99	\$3,738.29
PST	\$5,525.76	\$5,636.28	\$5,749.00	\$5,863.98	\$5,981.26
Total	\$78,051.36	\$79,612.39	\$81,204.63	\$82,828.73	\$84,485.30

Setup fees

August 15, 2023

**Workforce Management
SCHEDULE A & B**

NOT PART OF THIS RFP
FOR DEMONSTRATION PURPOSE ONLY
FOR VALUE ADDED SECTION

Modules One-time setup fees

	Qty	Unit Price	Total cost
Workforce Management	0	Included	
One-time setup fee			
		Sub-total	\$0.00
		Vairkko	Included
		GST	\$0.00
		PST	\$0.00
		Total	\$0.00

NOT PART OF THIS RFP
FOR DEMONSTRATION PURPOSE ONLY
FOR VALUE ADDED SECTION

Number of Employees

165

Our subscription model offers the flexibility for customers to subscribe to individual modules based on their specific needs and requirements.

			Units	Price / Month	Y1	Y2	Y3	Y4	Y5
HR Products									
ON	HR Cloud	Per Seat	165	\$6.75	\$13,365.00	\$13,632.30	\$13,904.95	\$14,183.04	\$14,466.71
ON	Onboarding Cloud	Flat	1	\$138.50	\$1,662.00	\$1,695.24	\$1,729.14	\$1,763.73	\$1,799.00
ON	ATS Cloud	Flat	1	\$138.50	\$1,662.00	\$1,695.24	\$1,729.14	\$1,763.73	\$1,799.00
ON	Performance Cloud	Flat	1	\$208.50	\$2,502.00	\$2,552.04	\$2,603.08	\$2,655.14	\$2,708.25
ON	Scheduling Cloud	Per Seat	165	\$4.50	\$8,910.00	\$9,088.20	\$9,269.96	\$9,455.36	\$9,644.47
ON	Time+Payroll Cloud	Per Seat	165	\$4.50	\$8,910.00	\$9,088.20	\$9,269.96	\$9,455.36	\$9,644.47
ON	Forms Cloud	Per Seat	165	\$3.50	\$6,930.00	\$7,068.60	\$7,209.97	\$7,354.17	\$7,501.25
Learning Management Products									
ON	Certification Cloud	Per Seat	165	\$2.50	\$4,950.00	\$5,049.00	\$5,149.98	\$5,252.98	\$5,358.04
ON	eLearning Cloud	Per Seat	165	\$4.00	\$7,920.00	\$8,078.40	\$8,239.97	\$8,404.77	\$8,572.86
ON	Policy Management Cloud	Flat	1	\$208.50	\$2,502.00	\$2,552.04	\$2,603.08	\$2,655.14	\$2,708.25
ON	Skills Testing CCloud	Per Seat	165	\$3.25	\$6,435.00	\$6,563.70	\$6,694.97	\$6,828.87	\$6,965.45
OFF	Pre-Built Learning Content	Per Seat	0	\$5.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operational Management Products									
ON	Inventory+Asset Cloud	Flat	1	\$138.50	\$1,662.00	\$1,695.24	\$1,729.14	\$1,763.73	\$1,799.00
ON	Fleet Cloud	Flat	1	\$138.50	\$1,662.00	\$1,695.24	\$1,729.14	\$1,763.73	\$1,799.00
OFF	Log Book	Flat	0	\$68.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-total					\$69,072.00	\$70,453.44	\$71,862.51	\$73,299.76	\$74,765.75
GST					\$3,453.60	\$3,522.67	\$3,593.13	\$3,664.99	\$3,738.29
PST					\$5,525.76	\$5,636.28	\$5,749.00	\$5,863.98	\$5,981.26
Total					\$78,051.36	\$79,612.39	\$81,204.63	\$82,828.73	\$84,485.30

Value Add Products

Email Support
Phone Support
Centralized Document Storage
Surveys/Micro Polls
Customizable Dashboards
Discussion Boards
Inbox with Required Acknowledgement of Messages
Instant Messaging Platform
Task Management / Due Dates
Company Stores with Multiple Storefronts
Mass Emailing
Mass Premium Text Messaging
Gamification and Badges
Reporting Engine
API
Single Sign-on
Automation Engine

Included with Any Subscription

Workforce Management Pricing Chart

August 15, 2023

NOT PART OF THIS RFP
FOR DEMONSTRATION PURPOSE ONLY
FOR VALUE ADDED SECTION

Our subscription model offers the flexibility for customers to subscribe to individual modules based on their specific needs and requirements.

Numbers of Seats		Rate Type	1-50	51-125	126-500	500+	Package Name
HR Products							
	HR Cloud	Per Seat	\$11.25	\$9.00	\$6.75	\$4.00	Worklicity
	Onboarding Cloud	Flat	\$138.50				
	ATS Cloud	Flat	\$138.50				
	Performance Cloud	Flat	\$208.50				
	Scheduling Cloud	Per Seat	\$10.50	\$5.25	\$4.50	\$4.25	
	Time+Payroll Cloud	Per Seat	\$10.50	\$5.25	\$4.50	\$4.25	
	Forms Cloud	Per Seat	\$6.25	\$5.00	\$3.50	\$2.00	
Learning Management Products							
	Certification Cloud	Per Seat	\$9.00	\$4.50	\$2.50	\$1.25	Trainliclity
	eLearning Cloud	Per Seat	\$7.25	\$5.00	\$4.00	\$3.25	
	Policy Management Cloud	Flat	\$208.50				
	Skills Testing Cloud	Per Seat	\$8.75	\$4.25	\$3.25	\$2.00	
	Pre-Built Learning Content	Per Seat	\$5.50	\$5.25	\$4.50	\$4.00	
Operational Management Products							
	Inventory+Asset Cloud	Flat	\$138.50				N/A
	Fleet Cloud	Flat	\$138.50				N/A
	Log Book	Flat	\$68.50				N/A

NOT PART OF THIS RFP
FOR DEMONSTRATION PURPOSE ONLY
FOR VALUE ADDED SECTION

Training cost

	Qty	Unit Price	Total cost
Workforce Management Training	1	\$4,029.20	\$4,029.20
Whichever amount is greater, either 70% of the first month's subscription fee or \$350, will be charged			
Online tutorials and learning tools	Included with the software licence		
		Sub-total	\$0.00
		Vairkko	\$4,029.20
		GST	\$201.46
		PST	\$322.34
		Total	\$4,553.00

SCHEDULE C

Service Level Agreement

Priority Levels

Prehos will provide the maintenance services to address issues impairing Customer's ability to use the Services. These issues will be classified into Priority 1/2/3/4, as defined below:

Priority 1: A request that includes "how to" questions including issues related to the use of the intranet, configuration inquiries, enhancement requests, etc.

Priority 2: A division or individual's ability to perform a job function may be impacted or inconvenienced but can continue to provide normal business operations.

Priority 3: A division or individual's ability to perform a mission critical function is in jeopardy or unavailable, but a workaround can be established.

Priority 4: Customer's ability to perform mission critical business functions is in jeopardy or unavailable.

If a Priority Level 1 issue is not resolved, Customer's Super-User is responsible to escalate the issue to the next priority level.

Prehos support personnel may also escalate (but not de-escalate) issues from one priority level to another as may reasonably be required in the circumstances.

The Services will not be considered unavailable or non-functional if Customer's inability to benefit from the Services is caused solely by one or more of: (a) problems with Customer's hardware or software; (b) problems with third party power or telecommunications services or network connectivity; (c) negligence or misconduct of Customer employees or agents; (d) hacking or DDOS or similar attacks originating from a third party; (e) scheduled maintenance for which Customer was given at least 24 hours prior written notice; (f) emergency maintenance; (g) one minute of inaccessibility where the software is completely unavailable to all users, regardless of the page or data.

Customers are responsible for providing alternative equipment to their staff during a period of inaccessibility (e.g. paper reports).

Availability of Technical Support

Prehos offers technical support Level 1 to users 24 hours a day, 7 days a week, including weekends and holidays in the United States of America and Canada.

During our regular support hours from 8:30 am to 5:00 pm Eastern Time, Monday through Friday, Prehos ensures an appropriate level of staffing to handle technical support matters across all priority levels. Our dedicated team of support specialists is committed to providing prompt assistance and resolving technical issues. We are also authorized to communicate with the Customer's Employees whenever necessary.

For support level 1 and 2, our customer support specialists are available to assist customers with their queries. You can reach our support team from 8:30 am to 5:00 pm Eastern Time, including weekends and holidays, ensuring continuous assistance.

In addition, Prehos understands the urgency of Priority 4 issues, and we provide emergency technical support outside of the regular support hours. Our dedicated engineers, equipped with extensive knowledge of our services, will be available for direct contact to address any critical concerns.

Technical Support Coordinates

Basic and emergency technical support will be provided by phone and online at the following coordinates (for basic support, use of the Email is recommended, as in most cases, Customer will be directed to send data electronically through Email):

Email: help@prehos.com

Phone: 1 833 977 3467

Note: All technical support requests should be made using these lines of communication. Product management, project management, customer support, business analyst or other relationship management roles may be introduced at a future date as the primary point of contact.

The foregoing contacts and coordinates may be updated by Prehos from time to time upon written notice to Customer provided at least five (5) days prior to the update based on a change to the basic and emergency technical support contacts.

Emergency technical support will be provided only by phone, with the special number 1-833-977-3467.

Technical assistance is offered in French and English.

Response and Resolution Times

Prehos will use its commercially reasonable best efforts to meet the response and resolution time targets set out below .

An issue will be considered to have been “responded to” when a Customer employee has received a response to a technical support request from Prehos personnel for an issue of that priority level confirming that work has begun on addressing the issue.

An issue will be considered “resolved” when it no longer impairs Customer’ ability to use the Services.

While an issue is open, Customer shall make its best efforts to respond to any questions by Prehos within 30 minutes to help resolving the issue.

In the event multiples issues arise at the same time, Customer and Prehos will make reasonable efforts to agree on a priority list.

Severity Level	Description	Response Time	Best effort Resolution Time
Priority 4	Customer's ability to perform mission critical business functions is in jeopardy or unavailable.	Within 30 minutes of the first report or alert / alarm announced.	4 hours
Priority 3	A division or individual's ability to perform a mission critical function is in jeopardy or unavailable, but a workaround can be established.	Within 60 minutes of the first report or alert/alarm announced.	3 business days
Priority 2 (Default ticket assignment)	A division or individual's ability to perform a job function may be impacted or inconvenienced but can continue to provide normal business operations.	Within 2 hours of the first report or alert / alarm announced.	5 business days
Priority 1 (Request)	A request that includes "how to" questions including issues related to the use of the intranet, configuration inquiries, enhancement requests, etc.	Within 2 hours of the first report / request or alert / alarm announced	8 hours

Prehos support personnel may also escalate (but not de-escalate) issues from one priority level to another as may reasonably be required in the circumstances.

SCHEDULE D

Privacy and Security Policy

PREHOS has created this Privacy Policy to explain how it collects, uses, discloses and safeguards Personal Information in connection with the use of the Services or the Public Website. Anyone can [contact](#) PREHOS for any questions, comments or requests about this Privacy Policy.

How We Collect Information [tell me more](#)

We may collect Personal Information from a variety of sources, including: directly from the Authorized User or any Visitors from PREHOS Partners automatically, from devices used to access the Public Website and/or the Services

Information We Collect [tell me more](#)

Personal Information collected may include: contact information Internet Protocol address and geolocalisation information other information the Authorized User or any Visitors, as applicable, choose to provide

How We Use Information [tell me more](#)

We use Personal Information we collect to: provide the requested Services analyze the use of and improve the Services operate PREHOS' business generally for research and analysis purposes comply with applicable laws and PREHOS' policies

How We Share Information [tell me more](#)

PREHOS may share Personal Information it collects: in connection with the provision of the Services for research and analysis purposes in case of a business transaction for law enforcement

SERVICES INTENDED USERS

THE SERVICES AVAILABLE VIA PREHOS' APPLICATION AND/OR AUTHORIZED USER WEBSITE ACCESS ARE INTENDED FOR USE BY [AUTHORIZED USERS](#) ONLY.

Note that PREHOS does not offer Services directly to Authorized Users' Patients; as such the Authorized User shall ensure that its Patients be made aware of this Privacy Policy.

This Privacy Policy shall be reviewed carefully as it governs the provision and use of the Services and the Public Website as applicable.

PREHOS may change this Privacy Policy from time to time. Should any person object to any changes made, such person shall stop using the Public Website and the Services as applicable. By continuing to use the Public Website and the Services after the amendment of this Privacy Policy, such person will be deemed to adhere to its terms, as amended.

The Authorized User can [contact](#) us should any questions about this Privacy Policy arise.

1. GENERAL PRINCIPLE

PREHOS is committed to protecting the privacy of Personal Information. In order to bring to the attention of the Authorized Users, their Patients and the Visitors the privacy practices implemented, PREHOS has prepared this Privacy Policy, which summarizes: (i) the types of Personal Information collected, (ii) why PREHOS collects Personal Information, (iii) how PREHOS uses and protects Personal Information, and (iv) under what circumstances Personal Information is shared with PREHOS Partners and other third parties when required or permitted under applicable law. This Privacy Policy further describes the decisions that can be made with respect to the collection, access, use and storage of Personal Information.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Privacy Policy, the terms set forth below have the following meanings:

- **Application** means PREHOS' mobile application compatible with various electronic devices, such as smartphones and tablets.
- **Authorized User** means the entities offering prehospital care to Patients and which have concluded a software as a service subscription agreement with PREHOS, including any of their respective directors, officers, employees, agents and other representative having access to the Services such as authorized administrative staff.
- **Authorized User Website Access** means PREHOS' web interface available at a specific URL created for and to the exclusive use of any Authorized User and each of its own user.
- **Cookies** designates the small text files that are placed on the hard disk of devices as applicable when someone uses the Services or accesses the Public Website, which may either be temporary and disappear when such devices are turned off or be permanent and stay even after such devices are turned off.
- **De-Identified Information** means Personal Information from which the name or other identifier has been removed, so that it can no longer be linked to an individual. **Other Forms of Technologies** means web storage supporting persistent data storage and behaving similarly to persistent cookies and session cookies respectively.
- **Patients** means the individuals to whom the Authorized User provide prehospital care.
- **Personal Information** means any information about an identifiable individual, including but not limited to contact information, address, e-mail address, photo or video and Internet Protocol address, as well as Patients' health information as may be collected by any Authorized User.
- **PREHOS** designates Prehos inc., a corporation dully constituted under the *Business Corporations Act* (Quebec), CQLR c. S-31.1.
- **PREHOS Partners** designates the business partners involved in, collaborating with or otherwise assisting PREHOS in the development or provision of the Services, such as, but not limited to: (i) universities, governments, ambulance services and other businesses in the field of prehospital care, (ii) Google Maps and its road data, which enable PREHOS to offer and optimize its dispatching operations, and (iii) cloud providers such as Google Cloud and Microsoft Azure, providing servers location and cloud computing platforms for the storage of various information (including Personal Information).
- **Services** means PREHOS' e-services, namely: (i) the intelligent technological dispatch, fleet and material solutions; (ii) the fleet and material equipment management solutions; (iii) the electronic health record solutions; and (iv) the analytics management solutions, all of which are provided via the Authorized User Website Access or via the Application, both accessible after the conclusion of a software as a service agreement with PREHOS.
- **Visitor** means any person browsing on the Public Website.
- **Public Website** means PREHOS' website available at <https://prehos.com/> or any other URL, as may be applicable from time to time.

2.2 Unless the context requires otherwise: (i) grammatical variations of any term defined herein have a similar meaning; and (ii) words importing the singular number shall include the plural and words importing the masculine gender shall include the feminine and neutral genders and vice versa.

3. COLLECTION AND USE OF PERSONAL INFORMATION

In the course of providing its Services, PREHOS will collect and/or process information about the

Authorized User. The collection of Patients' Personal Information by the Authorized Users will also be rendered possible on the Services' platform, as described below. Finally, PREHOS will collect information about any Visitor when such Visitor accesses the Public Website or otherwise contacts PREHOS to enquire or make comments about the Services. In all cases, such Personal

Information is only collected and used for the purposes detailed in this Privacy Policy and for no other purpose.

3.1 Information obtained directly from the Authorized User

3.1.1 Request a free demo

Should a new Authorized User wish to request a demo of the Services via the Public Website, the designated representative of the Authorized User (the "**Super User**") will be required to disclose his/her first and last name, profession, organization, organization address and e-mail address. Such information is required to allow PREHOS to authenticate that Super User and to contact him/her to eventually create temporary accounts accessible via the Authorized User Website Access or the Application and provide the new Authorized User with such demo. The application form also includes a section where the Super User could disclose any additional information as he/she deems desirable.

3.1.2 Purchase of Services

In order to subscribe to the Services online, the Authorized User could:

- contact PREHOS via the Public Website, in which case the Super User will be required to disclose his/her first and last name, profession, organization, organization address, phone number and e-mail address. Such information is required to allow PREHOS to authenticate the Super User, proceed with the registration process and contact the Super User to eventually create accounts accessible via the Authorized User Website Access and provide the Authorized User with the requested Services. During that process, the Super User could also disclose any additional information, including personal information for review by PREHOS, he/she wishes to submit to PREHOS; or
- download the Application via PREHOS mobile device management system in accordance with the instructions given by PREHOS in this regard.

Once the Services are purchased or the Application downloaded, the **user accounts** of

the Authorized User will need to be created.

3.1.3 Creation of online accounts

User accounts will need to be created in order for the Authorized User to use the Services. In this regard, PREHOS will configure and open the number of accounts required by the Super User. In order to create such user accounts, the Super User will be required to disclose to PREHOS the following Personal Information: name and surname of each user of the Authorized User, their e-mail address and staff unique identifier (such as OASIS unique identifier or certificate number). The foregoing information is required to create users' unique account and to authenticate such users every time they sign in to the Authorized User Website Access or the Application. The Super User will also be required to disclose to PREHOS the type of account needed (e.g. administrative, paramedic, etc.) for each user to ensure that such user be provided with the proper rights, levels and types of access to the Services, including as applicable the right to upload, edit, approve or delete files and edit records, or to review and consult information and records created or

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uploaded. As such, the users of the Authorized User will be given access only to the information including Personal Information they are entitled to consult, all in accordance with the instructions received from the Super User. Users are responsible for changing their temporary password the first time they login (for another strong **password**). Note that such Personal Information will be linked to the Authorized User's business to ensure that such accounts are created properly and interconnected with relevant information. Should any user of the Authorized User have difficulty logging in or need to reset his/her password, then he/she may either contact PREHOS as provided for **below** or reset such password online. In both cases, some information will be required to be disclosed (e.g. full name and login name if applicable and different) to ascertain the user's identity and provide the Authorized User with a new password for this particular user account.

3.1.4 Services Electronic health record features

Various features are available on the Services through the use of PREHOS' electronic health record, which will give the Authorized User the possibility to collect and store, and to access to some Personal Information (including Patients' Personal Information) as stated below:

- **Patients' medical health record:** In order to use this feature, the Authorized User will first be required to create a specific e-record for each Patient. As such, the Authorized User will need to collect and upload some Patients' Personal Information, namely: the name, surname, birthday, care center, notice, phone numbers, e-mail, address, living status, marital status, do not resuscitate order if applicable, referral number and reason, identifiers, medical and personal contacts. The Authorized User can then upload or keep on that record any additional information, including Patients' Personal Information. Such information should be added at the Authorized Users' discretion in accordance with Patients' needs and ethical and legal obligations of the Authorized User. Once created, these records could be used to keep track of Patients' medical history and preconditions, medical issues, medication, and other critical data, and of the urgent medical interventions performed. reconfigured by the users of the Authorized User. Such records could also be synchronized with or uploaded (in whole or in part) in the records maintained by other medical facilities to share information to healthcare institutions as may be required and in accordance with the legal, ethical and professional obligations of the users.
- **Hospital dashboard:** This feature sends alerts to emergency departments to enable optimal preparation prior to a Patient's arrival. Critical data transmitted to emergency departments include Personal Information, such as Patients' medication list, allergies and medical history, etc., or some of the information downloaded on that record, such as photos or videos taken in the course of prehospital interventions and Patients' geolocation and vital signs.
- **Other features:** Other features of Patients' health records as selected or used by the Authorized Users may request or lead to the collection or disclosure of Personal Information. For instance, the "Siri speech to text feature" would record the voice of users such as paramedics when recording information in Patients' records. Likewise, the "digital signature feature" will record paramedics' signature on relevant files.

The features and functions to which users have access may vary depending on their type of account. Furthermore, Authorized Users' administrative staff may have access to some sections of Patients' medical records: (i) to edit any basic Patients' Personal Information, (ii) to add information to the record as instructed by paramedics; and (iii) otherwise to use the Services as required and allowed. The triage staff of applicable healthcare institution may also have access to the information sent to emergency departments to prioritize emergencies.

3.1.5 Intelligent dispatch feature

This feature will allow the collection by the Authorized Users of various information, including some Personal Information (namely, the addresses where medical interventions are required) to enable the Authorized Users to optimize emergency call reception and personnel dispatching while reducing response delays.

3.1.6 Trends features

The following features will either require the collection by the Authorized Users of various information, including some Personal Information or will need to robotically process such information to enable the Authorized User to obtain meaningful data:

- **Record details:** This feature will allow the Authorized User to compile Patients' record details, including general information on the ambulance call report and Patients, pickup destination address, details as to any status change and revision and feedback reports. This information is required to provide the Authorized User wishing to use that feature with an overview of each intervention.
- **Intervention record listings:** In order to use that feature, the Authorized User will be required to sync its interventions records lists to the Services. The information contained in those lists is required to provide the Authorized User with a relevant registry for it to easily retrieve general information about each intervention using the advance search and filtering options.
- **Intervention record details:** To run properly, this feature will require the compilation and synchronization of all general information on the intervention, audio recording (when allowed under applicable laws), Patients' lists and other information contained in the **record details** feature to enable any Authorized User to retrieve detailed information about each intervention using the advance search and filtering options.
- **Trend analysis:** The Patients' Personal Information downloaded, obtained or otherwise added to Patients' records will be analyzed robotically using automated algorithms. Such analysis will only occur after the Authorized User setup specifics data rules; further to that algorithm analysis, the Authorized User will be provided with statistics and other data generated allowing the Authorized User to explore trends and analysis revealed by the De-Identified Information used on an aggregated basis. Note that the purpose of the trends features is not to learn or collect Personal Information about Patients, but rather to allow an Authorized User to learn more about and analyse the use made of its paramedics services and to improve such provision of services.

The features and functions to which users have access may vary depending on the type of account that such users have.

3.1.7 Financial features

This feature will require the use of some information, including some Personal Information, to be able to process payments properly and expeditiously:

- **Barre code reader:** This feature will read health card barre codes to expedite the collection of Patients' information required for medical intervention and, as applicable, to expedite the billing process; and
- **Automated billing:** This feature will allow the Authorized User to invoice relevant persons for each reimbursable service. As such, only the information required to process payment of each reimbursable service, including the information collected by the **barre code reader** feature will be collected and sent to the relevant governmental body or other relevant entity.

The features and functions to which users have access may vary depending on the type of account that such users have.

3.1.8 Comments, requests for information and referrals

Should any person contact PREHOS to obtain information about the Services or about any other matter, then such person will be required to provide his/her contact information (including names and e-mail address). This information is required by PREHOS in order to communicate with such person, determine whether the Services are available in a geographic area and respond to his/her enquiries, comments or requests for information. Such person may also provide additional Personal Information, including when making comments, enquiries or suggestions.

Furthermore, should any person recommend that PREHOS communicate with any other Authorized Users' representatives to provide him/her with information about the Services, then PREHOS will need the contact information of that individual for the above-mentioned purpose; such communication will thereafter be made in compliance with applicable laws.

3.1.9 Customer support

Customer support is provided via a service desk application for the regular Authorized Users or is ensured directly by PREHOS' representatives and employees for Visitors and new Authorized Users that requested a **free demo**.

Should an Authorized User or Visitor communicate with PREHOS' customer support, either directly or via the service desk application, then PREHOS will have access to any information communicated or otherwise disclosed, such as the contact information, as well as any question asked, or comment or statement made. PREHOS will thereafter collect the information needed to (i) categorize the communication, (ii) respond to any enquiry, comment or request for information, (iii) send any information requested, and (iv) investigate any breach of the Privacy Policy or other applicable terms and conditions. Note that any Patients should contact the applicable Authorized User, and not PREHOS, should such Patient have any question with respect to Authorized Users' services or wish to have **access** to their records; should a Patient contact PREHOS' customer service, then PREHOS may collect necessary information to categorize that communication and redirect that Patient, as applicable.

3.1.10 Marketing

PREHOS may wish to provide information about its Services. In this regard, PREHOS may use the e-mail address or other contact information any person may provide from time to time to PREHOS to communicate information about new features or services or to send news and information regarding the Services. Such communications will be sent in accordance with applicable laws, and any recipient may withdraw his/her consent at any time as set forth **below**. Note that PREHOS does not sell or share Personal Information to third parties for marketing purposes and that no marketing initiative is intended for, concerns or targets Patients.

3.1.11 Social media

PREHOS shares information about itself and its Services on Facebook. Similarly, if any person sends or accepts PREHOS' "friend request" or otherwise "follows" PREHOS, then such person will share and PREHOS may consult the information that he/she and their "Facebook friends" posted on their Facebook pages. Since Facebook users can always choose the audience that can see what they share via their Facebook privacy settings or the Facebook audience selector, any person is deemed to have agreed to share such information with their "friends" or persons they "follow", including PREHOS, as described in

Facebook privacy policy and terms of use. Other social media platforms such as Twitter, LinkedIn and Instagram will also allow any person to follow PREHOS and to add PREHOS to his/her contact list. In such a case, PREHOS will have access to such person's web pages and profiles in accordance with the chosen settings, as more fully described in the privacy policies and terms of use of these social media operators. PREHOS will also get notification and access to any tweet, link or post in which PREHOS is tagged.

Any person shall review the privacy settings applicable to these accounts/pages to see the information to which his/her contacts have access and limit such access if required. Should PREHOS collect information available on social media accounts or pages, it shall do so on an aggregate and de-identified basis and for lawful purposes only. Note that the PREHOS intended use of social media is not to learn, be added by or to follow Patients, but rather to learn more about its current and potential Authorized Users.

3.1.12 Testimonials and promotional materials

Should an Authorized User and/or any other person wish (or agree) to render any testimonial, opinion, photo or any other material available online regarding their appreciation of the Services, then PREHOS will post such promotional materials on its Public Website or any other social media, and may include their name or nickname and any other information they agreed to disclose. The Authorized User and/or such other person can thereafter request, at all times that such materials or other Personal Information be removed from the Public Website and any other social media. PREHOS does not however control the communications – if any – that such Authorized User and/or other person may receive in connection with any promotional materials. Should the Authorized User and/or any person wish to report any communication received regarding such promotional materials or other information, then the Authorized User or such person should contact PREHOS as described **below**.

3.1.13 Job applications

PREHOS collects Personal Information that is voluntarily provided to it when any person applies for a job position via PREHOS' Public Website **page**. Such application is voluntary, and job applicants choose the information they wish to submit to PREHOS. The Personal Information submitted will be shared only with those people in PREHOS' organization who need the information: (i) to assess and verify job applicants' qualifications, knowledge, skills and experience; (ii) to conduct reference and background checks and otherwise to verify the information submitted to PREHOS; (iii) to communicate with job applicants; and (iv) to improve the recruitment process. In addition to the Personal Information obtained from job applications, PREHOS may also conduct its own verification and obtain additional Personal Information.

3.2 Information obtained from PREHOS Partners

Google Analytics can collect data about the interactions of any Visitor with the Public Website. Such information will then be processed and be updated every time a Visitor interacts with the Public Website. In order to do so, Google Analytics will place codes on the Public Website, which will allow Google Analytics to see which information was consulted, the browser used, device and operating device. The information so collected may be shared (in whole or in part) with PREHOS in order for PREHOS to update, upgrade or otherwise improve the Public Website, or to develop new services.

3.3 Information collected using Cookies and similar technologies

When the Authorized User uses the Services or any Visitors navigates the Public Website, certain information, including Personal Information (such as general browser information, Internet Protocol addresses, the interactions with the Services and/or Public Website and any other information described below) may be collected by automated means, such as through the following types of Cookies and Other Forms of Technologies:

- **Process Cookies:** allow the Services and the Public Website to work properly in keeping track of requests, ensuring the integrity of web pages and allowing the Authorized User and Visitors to browse from one page to the other.
- **Security Cookies:** are used each time Services are purchased or an account is opened. These Cookies contain an encrypted, unique identifier that is tied to each account and placed in the browser, allowing PREHOS to identify the users of the Authorized User when they are logged in to their account.
- **Statistical Cookies:** collect data, such as the date and time when the Services, and/or the Public Website were last used and the frequency of such uses, the pages or content consulted and the manner the Services and/or the Public Website were used, the information provided and the features of their operating systems and connection information (e.g. Internet Protocol address). This information is collected for analytical and statistical purposes, such as to determine how often the Services, and/or the Public Website or certain specific pages are visited, and what kinds of features and content seem to be most interesting. This information helps PREHOS to improve its Services and/or Public Website, according to the needs and interests identified.

Other Forms of Technologies can also be used for similar purposes. Cookies and Other Forms of Technologies can be blocked unless they are required to allow the Services and/or the Public Website to run properly. For instance, while statistical Cookies can be blocked, the situation is different for process and security Cookies, as they are essential for ensuring that the Services function properly. However, even if they cannot be blocked without affecting one's ability to use the Services, these Cookies are of a temporary nature and accordingly, they will disappear when the browser software is closed or the device is turned off. Anyone experiencing problems with the functionalities of the Services and/or the Public Website should **contact** PREHOS.

4. SHARING OF PERSONAL INFORMATION COLLECTED

PREHOS does not sell, trade or rent Personal Information. Furthermore, Personal Information is not shared, used or disclosed to third parties for purposes other than those for which it was collected as described herein, unless required or authorized by law or unless proper consent was obtained, as applicable.

4.1 Personal Information

4.1.1 Sharing made in connection with the provision of Services

Personal Information (other than Patients' Personal Information) may be disclosed to PREHOS Partners that facilitate the provision of any Service, such as by providing assistance to PREHOS with respect to the maintenance and development of its Services. Disclosure will be made on a "need-to-know" basis, and after ensuring that proper contractual and other measures are in place.

4.1.2 Business transaction

Some Personal Information may be rendered accessible to a potential purchaser or other business in connection with any business transaction or corporate reorganization, if such communication is necessary for the purposes of deciding whether to proceed with the sale or other transaction, and provided that such disclosure is made in full compliance with applicable laws and in absence of specific requirement with this Privacy Policy.

4.1.3 Law enforcement

Personal Information may be used and disclosed if PREHOS, acting reasonably, believes that such use or disclosure is necessary to comply with any applicable laws, legal process or governmental request, or is otherwise required to protect its rights or to fulfil any other purpose set forth in the applicable law allowing or requiring the disclosure of Personal Information.

4.2 De-Identified Information used on an aggregated basis

Once uploaded and saved on the Services, Authorized Users' data (including any Personal Information uploaded by these Authorized Users) will be accessible to them on the Services. Further to their upload, such data will also be automatically and robotically anonymized and then added to a consolidated dataset. PREHOS may thereafter have access to such dataset and use any De-Identified Information on an aggregated basis: (i) in order to conduct research; (ii) to identify pandemic or other emergency situations; or (iii) to improve the Services, and/or the Public Website. De-Identified Information may also be used for training, promotion and statistical purposes and any other purposes set forth in the software as a service subscription agreement concluded with Authorized Users, as such information does not constitute Personal Information. In any event, note that such information could not and will not be used to re-identify any individual.

5. ACCESSING, CORRECTING AND DELETING PERSONAL INFORMATION

5.1 Requests from the Authorized User

In accordance with applicable laws, the Authorized User may make requests for access or for corrections of Personal Information by **contacting** PREHOS. The Super User and any other users may also update or change the basic information available on their user account by editing their account profile. In order to do so, they will need to sign in to the Application or the Authorized User Website Access and enter the profile section.

Some user accounts are also attributed the right to delete any information uploaded, received, saved or stored on their accounts. Such deletion shall take place via a “soft deletion process” pursuant to which the deleted data will transition to a recoverable state for a certain period of time instead of being permanently erase to allow erroneously modified, deleted or overwritten data to be retrieved. Users may also shut down their accounts in which case all information so uploaded, received or stored (including any Patients’ Personal Information) will only be temporarily deleted, further to said mechanism. Note that a very limited number of PREHOS’ employees may have access to such information when such access is specifically requested and authorized by the Authorized User.

Furthermore, any Super User shall ensure to shut down the account of any other user who left Authorized User’s business or otherwise, stopped being employed by the Authorized User, used his/her account for improper purposes, etc. Each Authorized User is responsible for ensuring that all measures as may be required including to withdraw access to that account, be implemented by its Super User as PREHOS has no right and no access to features allowing the deletion of the information on any user account.

Following the termination of a software as a service agreement with an Authorized User, PREHOS will shut down all user accounts of the Authorized User and all the information stored on user accounts will then be permanently deleted following reasonable transition period. In this regard and as needed, the Authorized User is responsible to ensure that proper copy of Patients’ Personal Information (and any other information as applicable) be saved. PREHOS will, upon request, generate a backup file of the database and provide reasonable assistance to allow the migration of Personal Information to another service provider’s server.

5.2 Requests from Patients

Patients’ e-records are not readily accessible to Patients as they may be governed by and subject to specific set of laws. Should a Patient wish to have access to his/her medical information, then such request for access shall be made in accordance with the laws governing access to that type of records. Patients’ requests shall be solely directed to and dealt by applicable Authorized User. Should any Patients contact PREHOS, PREHOS will categorize the type of communication to redirect that Patient to the Authorized User, as applicable.

6. SECURITY MEASURES IMPLEMENTED

6.1 PREHOS uses measures as may be reasonably required to preserve the security and privacy of Personal Information. In this regard, PREHOS has notably put in place or currently implements the following measures:

6.1.1 Authorized User Website Access: Each Authorized User has its own Authorized User Website Access and encryption key, thereby allowing Personal Information collected by its users to be segregated from Personal Information collected by the users of any other Authorized Users.

6.1.2 Securing data in transit: Each time the Services are accessed via the Application or the Authorized User Website Access, an HTTPS protocol is used to transit information from servers to mobile devices. Also, every time the Public Website is consulted, Secure Sockets Layer (SSL) technology protects Personal Information by using server authentication and data encryption. No Personal Information will be communicated prior to such technology being activated, which can be confirmed by looking (i) at the address bar which will, depending on the browser, have a lock to the left of the website address (URL), and (ii) at the URL or the address bar of the browser, where the first characters of the address in that line should change from “http” to “https”.

6.1.3 Securing data at rest: Personal Information is encrypted by Google cloud Engine and Microsoft Azure when at rest. Patient's Personal Information is also encrypted by PREHOS when at rest.

6.1.4 Role-based security measures: The Services allow for the creation of various types of **accounts** each of which has its own access limitations and restrictions. This offers reliable means to ensure that administrative staff, paramedics, etc. only access, review, process, share, edit, etc. the information they are entitled to access, review, process, edit, share, etc.

6.1.5 Limited access: Access to any Personal Information is granted to PREHOS' employees, representatives and as applicable sub-contractors on a "need-to-know" basis only, and is given through access credentials which are kept confidential.

6.1.6 Secured datacenters: PREHOS' platform and servers are located in Canada and are currently being hosted in the Google Cloud Engine (Montreal city) and Microsoft Azure (Quebec city). Furthermore, these cloud providers use a multizonal datacenter to ensure that data is never hosted outside of Canada. Additional information regarding these clouds can be obtained by reviewing Google cloud "Privacy and Security" page available here and Microsoft "Trust center" available here, as of the effective date of this Privacy Policy (as may be amended from time to time or rendered available via other hyperlinks).

6.1.7 Protocol and other security strategies: PREHOS has a data breach protocol and also implements a disaster recovery strategy which is tested regularly Likewise, PREHOS implements a network security strategy to protect network and servers access by segregating each application of an electronic device within its own network.

6.1.8 Secure authentication process: A response time is imposed between each failed login attempt. The authentication process enables real-time monitoring of invalid authentications by PREHOS.

6.1.9 Firewall: PREHOS' platform and servers are hosted by cloud providers which use an Internet Protocol-based firewall to control who can connect to these datacenters.

6.1.10 Mobile management: Personal Information uploaded, stored or saved via the Services is protected by several measures and restrictions imposed to access such Services, such as the attribution of a unique encryption key for each device, the possibility for PREHOS to remotely lock and wiped the mobile device, etc.

6.1.11 Signature of reports: To preserve data integrity, every report prepared by a user and added to Patients' e-record needs to be uniquely signed by such user using his/her personal identification number.

6.1.12 Backup strategy: Information is backed-up automatically by Google on a daily basis and backed up manually by PREHOS prior to any update of the Services and this backup strategy is tested regularly. In addition, Personal Information which has been erroneously modified, deleted or overwritten can be easily retrieved because it cannot be permanently erased by a user of the Authorized User.

6.1.13 Audit trail/logs: Users' activities such as: (i) successful and failed login requests; (ii) access to the Services to consult information; and (iii) access to the Services to add or edit information on any user accounts are tracked and logged. If for any reason the secure server cannot be accessed or the use of the Services does not provide the assurance required, the Authorized User or any person shall feel free to **contact** PREHOS.

6.2 DESPITE THE FOREGOING, THE AUTHORIZED USER AND ANY OTHER PERSON SHALL BE AWARE OF THE FOLLOWING:

6.2.1 GENERAL CONSIDERATIONS: EVEN IF PREHOS USES TECHNOLOGIES, WHICH ARE OF MERCHANTABLE QUALITY SUITABLE FOR THE PROVISIONS OF SERVICES, ANY ELECTRONIC PLATFORMS AND SERVERS – AS WITH ANY OTHER FORM OF FILE – IS NOT INFALLIBLE AND

FULLY SHELTERED FROM UNFORESEEABLE OR FORCE MAJEURE EVENTS, CYBERATTACKS OR UNAUTHORIZED USES AND ACCESS, AND THE AUTHORIZED USERS AND ANY OTHER PERSON SHALL BE AWARE THAT THERE IS A RISK IN TRANSMITTING ANY DATA ELECTRONICALLY. THIS RISK IS INHERENT IN ALL ELECTRONIC DEALINGS, AS WELL AS TO ALL OTHER FORMS OF COMMUNICATIONS. CONSEQUENTLY, PREHOS CANNOT GUARANTEE THAT INFORMATION WILL NEVER BE INTERCEPTED OR VIEWED OR SUBJECT TO OTHER INCIDENTS. SUCH EVENTS MAY OCCUR, PURSUANT TO WHICH DEVICES OR SYSTEMS CAN BE ACCESSED OR CONTROLLED BY UNAUTHORIZED PERSONS, AND UNDESIRABLE COMMUNICATIONS AND INVITATIONS MAY BE RECEIVED. SHOULD THE AUTHORIZED USER OR ANY PERSON RECEIVE A COMMUNICATION THAT LOOKS LIKE IT IS FROM PREHOS ASKING FOR PERSONAL INFORMATION, THE AUTHORIZED USER OR SUCH PERSON SHALL AVOID RESPONDING TO SUCH COMMUNICATIONS. PREHOS WILL NEVER REQUEST FINANCIAL AND OTHER SENSITIVE INFORMATION THAT WAY. IF THE AUTHORIZED USER OR ANY PERSON HAVE COMMUNICATED PERSONAL INFORMATION IN RESPONSE TO A SUSPICIOUS E-MAIL, POP-UP OR PHONY WEBSITE CLAIMING TO BE AFFILIATED WITH PREHOS OR IF ANY OF THE FOREGOING EVENTS TAKES PLACE, PLEASE **CONTACT** PREHOS IMMEDIATELY.

6.2.2 Measures to be implemented: The Authorized Users acknowledge and agree in their name and on behalf of their respective users that said Authorized Users and their respective users are responsible for implementing and strictly adhering to all physical, electronic, technological, organizational, contractual and other security measures, process and safeguards to ensure that the confidentiality of the files and information they sent or received is preserved. In this regard, the Authorized Users shall notably ensure that their respective users: (i) choose strong accounts passwords meeting platform's minimal criteria, (ii) change their passwords regularly; (iii) maintain the security and confidentiality of their usernames/personal identification numbers; and (iv) carefully consider enabling the two-factor authentication process, by which an e-mail or SMS validation code is required in addition to the password to connect to the Services.

7. STORAGE OF PERSONAL INFORMATION

Subject to applicable laws, PREHOS shall retain and store Personal Information for use and disclosure consistent with this Privacy Policy, as long as necessary for the purposes detailed herein. To that end, PREHOS may retain Personal Information after a specific purpose has been fulfilled if reasonably necessary: (i) to comply with applicable laws or prevent any contravention; (ii) to resolve disputes; and (iii) to enforce this Privacy Policy. Once no longer required, the information will either be erased or stored on an aggregated and de-identified basis.

8. THIRD-PARTY WEBSITES

Should any link to third-party websites be provided on the Public Website or via the Services, then the Authorized User and any other person shall be aware that these sites operate independently and are subject to distinct terms of use and privacy policies. Likewise, should the Services seem available on other websites, then such websites shall not be seen as affiliated to PREHOS or otherwise related to the Services. In both cases, it is strongly recommended that the Authorized User and any other person as applicable, review the distinct terms of use and policies of such third-party websites, as PREHOS is not responsible for the content or practices of any such websites.

9. CONTACTING PREHOS

9.1 Questions, comments and requests

All questions and comments regarding this Privacy Policy or requests made in furtherance of said policy should be directed to PREHOS by one of the means set forth **here**. Requests and demands made will be dealt with as soon as possible.

9.2 Withdrawal of consent

PREHOS may communicate with the Authorized User or with any Visitor for promotional and **marketing purposes**. PREHOS will generally use the same means of communication the Authorized User or such Visitor chose to contact PREHOS or the preferred means specified by the Authorized User or that Visitor. Should any recipient wish to be removed from one or more of PREHOS' promotional mailing lists, then such recipient should click on the ready-to-use "unsubscribe" mechanism provided at the bottom of each e-mail or simply reply to that e-mail with the word "STOP" or "Unsubscribe".

10. CHANGES TO THIS PRIVACY POLICY

PREHOS reserves the right to change or modify this Privacy Policy from time to time. Any material change will be notified prior to the change taking effect via a web banner or by any other means. Thereafter, the Privacy Policy as updated will be made available and easily accessible. Furthermore, an updated version of this Privacy Policy will be published each time a minor change is made. Anyone may determine whether this Privacy Policy has changed by looking at the effective date appearing at the top of said Privacy Policy. PREHOS recommends that this Privacy Policy be reviewed periodically in order to assess PREHOS' current practices, as the continued use of the Services and/or Public Website shall constitute acceptance of any amendment thereto. Should the Authorized User or any other person as applicable, disagree with the amendments made to this Privacy Policy or other applicable terms and conditions, the Authorized User or such person shall immediately stop accessing or using the Services and/or Public Website.

COUNTY OF RENFREW

BY-LAW NUMBER 52-24

**A BY-LAW TO ENTER INTO AN AGREEMENT EXTENSION WITH THE MINISTRY OF LONG-TERM CARE
FOR AN TWO-YEAR FUNDING EXTENSION FOR THE COMMUNITY PARAMEDIC FOR LONG-TERM
CARE (CPLTC) PROGRAM**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements,

WHEREAS the County of Renfrew deems it desirable to enter into an agreement with the Ministry of Long-Term Care for an extension of funding for the Community Paramedic for Long-Term Care (CPLTC) program. The one-time funding for up to \$4,000,000 over a two-year period (2024/25 to 2025/26 fiscal years will support seniors on the Provincial Long-Term Care waitlist, or soon to be eligible for long-term care, by providing them with community paramedicine services in their homes.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and The Ministry of Long-Term Care.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of March 2024.

READ a second time this 27th day of March 2024.

READ a third time and finally passed this 27th day of March 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

**Ministry of
Long-Term Care**

Office of the Minister

400 University Avenue, 6th Floor
Toronto ON M7A 1N3
Tel.: 416 325-6200

**Ministère des
Soins de longue durée**

Bureau du ministre

400, avenue University, 6^e étage
Toronto ON M7A 1N3
Tél.: 416 325-6200



#179-2024-251

Craig Kelly
Chief Administrative Officer/Clerk
County of Renfrew
9 International Drive
Pembroke, ON K8A 6W5

Dear Craig Kelly,

I am pleased to advise you that the Ministry of Long-Term Care ("the ministry") will provide County of Renfrew up to \$4,000,000 in one-time funding for a two year period over the 2024/25 to 2025/26 fiscal years. This funding will include up to \$2,000,000 in 2024/25; and up to \$2,000,000 in 2025/26, to continue operation of the Community Paramedicine for Long-Term Care (CPLTC) program.

We are pleased to provide you with an electronic version of the transfer payment agreement that contains the terms and conditions governing this funding.

We appreciate your cooperation with the ministry in managing your funding as effectively as possible. It is essential that you manage costs within your approved budget. You are expected to adhere to our reporting requirements, particularly for in-year service, performance monitoring and financial reporting, which is expected to be timely and accurate. Based on our monitoring and assessment of your in-year service and financial reporting, your cash flow may be adjusted appropriately to match actual services provided.

Please review the agreement carefully, sign it, and return an electronic version to:
CPLTC@ontario.ca.

When all the parties have signed the agreement, the ministry will return a copy to you and will begin to flow the funds.

Should you require any further information or clarification, please contact Mike Eby at michael.eby@ontario.ca or at (416) 704-5761.

Sincerely,

A handwritten signature in black ink, appearing to read "Stan Cho". The signature is fluid and cursive, with the first name "Stan" and last name "Cho" clearly distinguishable.

Hon. Stan Cho
Minister of Long-Term Care

c: Melissa Thomson, Deputy Minister, Ministry of Long-Term Care
 Sean Court, Assistant Deputy Minister, Long-Term Care Policy Division
 Kelci Gershon, Director, Long-Term Care Policy and Modernization Branch
 Mike Eby, Manager, Programs Unit, Long-Term Care Policy and Modernization
 Branch
 Jonathan Riddell, Director, Finance Branch
 Mike Nolan, Chief, County of Renfrew Paramedic Service

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2024

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Minister of Long-Term Care**

(the “Province”)

- and -

**The County of Renfrew
(the “Recipient”)**

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“**FAA**”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Long-Term Care**

Date

The Honourable Stan Cho
Minister of Long-Term Care

The County of Renfrew

Date

Name of TPR
Chief Administrative Officer

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment)

relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 or 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage

required by section A10.1; or

- (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to

collect any amounts the Recipient owes to the Province; and

- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver

of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

- A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

- A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
 - (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

- A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

- A23.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
 - (b) do or cause to be done all acts or things necessary to implement and

carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0,

Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0, Article A27.0 and Article B1.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$4,000,000
Expiry Date	March 31, 2026
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Long-Term Care Address: 400 University Avenue, 6 th Floor Toronto ON M5G 1S7 Attention: Kelci Gershon, Director, Policy and Modernization Branch Email: kelci.gershon@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: The County of Renfrew Address: TPR Address Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name/Position: Name of Contact Address: TPR Address Fax: Email:

Additional Provisions:

B1.0 REVISED SCHEDULES

B1.1 Revised Schedules. The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:

- (a) a new Schedule "C" (Project);
- (b) a new Schedule "D" (Budget);
- (c) a new Schedule "E" (Payment Plan); and
- (d) a new Schedule "F" (Reports).

B1.2 Deemed to be Replaced. If the Province provides a new schedule in accordance with section B1.1, the new schedule shall be deemed to be either, Schedule "C" (Project), Schedule "D" (Budget), Schedule "E" (Payment Plan) or Schedule "F" (Reports), as the case may be, (collectively referred to as "**New Schedules**"), for the period of time to which it relates, provided that if the Recipient does not agree with all or any of the New Schedules, the Recipient may terminate the Agreement pursuant to section A11.1.

B2.0 DATA SHARING AGREEMENT

B2.1 Data Sharing Agreement. The Parties shall execute the Data Sharing Agreement appended to this Agreement as Appendix "1" to support the Ministry of Long-Term Care's analysis and evaluation of the program. The Province shall not be obligated to provide any Funds to the Recipient in accordance with this Agreement until the Data Sharing Agreement has been executed by both Parties.

SCHEDULE “C” PROJECT

Project Objectives

The Project is a Community Paramedicine for Long-Term Care (CPLTC) program delivered according to the CPLTC Program Framework (“the Framework”), as may be amended from time to time by the Province. The Framework forms part of this Schedule “C”.

The objectives of the Project are to be consistent with the overall goals of the CPLTC program as listed in the Framework.

Project Outcomes

- Reduced 911 calls,
- Reduced emergency department visits,
- Reduced hospital admissions,
- Long-term care (LTC) waitlist stabilization as more individuals avoid going into crisis,
- Delayed entry into LTC home,
- Increased integration with Home and Community Care and Primary Care, and
- Peace of mind for individuals, families and caregivers while waiting for a LTC placement.

Project Activities

The Project will be delivered by the County of Renfrew Paramedic Service in the area served by the County of Renfrew Paramedic Service.

The Project will consist of delivering the following activities, based on identified community needs for services that will benefit those eligible or soon to be eligible for LTC, according to the Framework:

- 24/7 access to one or more of the following defined non-emergency procedures in people’s own homes addressing urgent, episodic care needs:
 - diagnostic procedures, assessment and testing during routine home visits, where allowed under appropriate medical oversight;
 - at-home treatment under supervision of a physician, where required;
 - at-home treatment of minor conditions (e.g. falls, lacerations, bruises)
- Prompt, flexible and proactive response to an individual’s changing circumstances or medical conditions, and if necessary, connecting them to the right health care provider and social services at the right time in order to avoid escalation and crisis.

- Delivering routine-based remote monitoring of one or more of the following:
 - blood pressure
 - heart rate
 - oxygen saturation
 - blood glucose
 - weight
 - temperature
- Immunizations, vaccinations and other injections (e.g. tetanus)
- Certain other controlled medical procedures and treatments at home under appropriate medical oversight.

Accountability

In respect of the Project, the Recipient will:

- Oversee program accountability to ensure services and program meet program guidelines and maximize resources;
- Report back to the Ministry of Long-Term Care regarding program accountability and evaluation, as outlined in Schedule “F”;
- Coordinate with the Champlain Home and Community Care Support Services, or its successor as the case may be, for the purposes of:
 - reviewing the long-term care waitlist to determine patient suitability for the CPLTC program,
 - receiving and sending referrals, and
 - sharing information for patient care and evaluation, according to applicable privacy legislation;
- Ensure that individuals providing community paramedicine services will have the required medical oversight according to applicable provincial requirements, and conform to any new oversight model the Province may require; and
- Ensure that individuals providing community paramedicine services will abide by all applicable legislation and regulations.

SCHEDULE "D" BUDGET

ITEM	2024-2025 Funding Year	2025-2026 Funding Year
Staffing		
Salaries and Wages	\$1,000,000.00	\$1,000,000.00
Overtime Wages / Premiums		
Total - Salaries and Wages	\$1,000,000.00	\$1,000,000.00
Employee Benefits	\$400,000.00	\$400,000.00
Total - Employee Benefits	\$400,000.00	\$400,000.00
Total - Staffing	\$1,400,000.00	\$1,400,000.00
Other Expenditures		
Vehicle costs		
Operating	\$350,000.00	\$350,000.00
Leasing		
Purchasing		
Total - Vehicle costs	\$350,000.00	\$350,000.00
Medical Costs		
Medical Supplies	\$50,000.00	\$50,000.00
Medications		
Total - Medical costs	\$50,000.00	\$50,000.00
Equipment		
Uniforms/PPE		
Medical equipment	\$50,000.00	\$50,000.00
Total - Equipment	\$50,000.00	\$50,000.00
Technology costs		
Computers, telephones	\$50,000.00	\$50,000.00
Database licences		
Connectivity		
Remote monitoring equipment and operating costs		
Total - Technology costs	\$50,000.00	\$50,000.00
Training and development		

ITEM	2024-2025 Funding Year	2025-2026 Funding Year
Costs exclusive to CPLTC training		
<i>Total - Training and development</i>		
Administrative costs		
Reporting and program coordination	\$50,000.00	\$50,000.00
Office supplies	\$50,000.00	\$50,000.00
<i>Total - Administrative costs</i>	\$100,000.00	\$100,000.00
Total - Other Expenditures	\$600,000.00	\$600,000.00
Total	\$2,000,000.00	\$2,000,000.00

The Recipient may move up to 10% once per Funding Year amongst budget lines without prior written consent from the Province so long as notice and a rationale is provided during the financial reporting process, or as otherwise may be directed by the Province. Written consent from the Province is required should the Recipient seek to move more than 10% of the funding amongst budget lines.

Eligible costs are subject to prior approval by the Province and must relate to the planning of the Project or provision of services to eligible CPLTC program participants within each Funding Year.

Eligible costs:

- Staffing, including salaries, wages and benefits;
- Vehicles costs, including operating, leasing or purchasing costs;
- Medical supplies;
- Equipment, including uniforms and personal protective equipment;
- Technology costs, including computers, telephones, database licenses, connectivity and remote monitoring equipment and operating costs;
- Training and development exclusive to the CPLTC program; or Administrative support and supplies, including reporting and program coordination, office supplies.

Ineligible costs:

- Advocacy costs;
- Refundable expenses (e.g. travel, meals or hospitality costs);
- Costs already funded by the Province or another government;
- Physician fees for direct service or sessional fees;
- Laboratory fees or the provision of drugs that are funded through separate mechanisms (e.g., Ontario Health Insurance Plan (OHIP), Ontario Drug Benefit (ODB));
- Any costs covered under the Ontario Health Insurance Plan (OHIP);

- Consulting costs; and
- Costs unrelated to delivering or planning the Project.

Unspent funds and funds not used for the intended and approved purposes may be recovered by the Province. Funding will be reconciled as part of the ministry's annual settlement process.

SCHEDULE "E" PAYMENT PLAN

The Province shall provide the Funds to the Recipient in quarterly payments throughout each Funding Year, as set out below, with the exception of the first Funding Year. Funds will be paid to the Recipient in advance, at the beginning of each quarter.

PAYMENT DATE (2024/2025 FUNDING YEAR)	FUNDS
April 2024	\$500,000.00
July 2024	\$500,000.00
October 2024	\$500,000.00
January 2025	\$500,000.00
TOTAL MAXIMUM FUNDS, up to	2,000,000.00

PAYMENT DATE (2025/2026 FUNDING YEAR)	FUNDS
April 2025	\$500,000.00
July 2025	\$500,000.00
October 2025	\$500,000.00
January 2026	\$500,000.00
TOTAL MAXIMUM FUNDS, up to	2,000,000.00

SCHEDULE “F” REPORTS

SUMMARY OF REPORTS		
	Period covered in each Fiscal Year	Due Date
FINANCIAL REPORTING		
Q3 Report	Apr 1 – Dec 31	Jan 31
Q4 Year End Report	Apr 1 – Mar 31	May 31
PERFORMANCE METRICS REPORTING		
Quarterly Reports		
Q1	Apr 1 – Jun 30	Jul 31
Q2	Jul 1 – Sep 30	Oct 31
Q3	Oct 1 – Dec 31	Jan 31
Q4	Jan 1 – Mar 31	Apr 30

FINANCIAL REPORTING

The Q3 and Q4 Year End Financial Reports are to be submitted through the Transfer Payment Ontario (TPON) portal. User guides for the submission of financial reports can be requested by emailing CPLTC@ontario.ca.

I. Q3 Financial Report

The Q3 (interim) financial report for the period of April 1st to December 31st (Q3 Year-to-Date) is due on January 31st of each fiscal year.

II. Year-End Financial Report

The Final (year-end) financial report (for the period of the entire fiscal year from April 1st to March 31st- Q4 Year-to-Date) is due on May 31st of each fiscal year. The Final report includes the final accounting of all actual Project expenditures and any unspent Funds, as well as an explanation for any variances from the budget, and why there might be unspent/remaining Funds.

Financial Audited Statements

Each year, municipalities conduct financial audits of their programs. The Province requests a copy of audited statements for CPLTC and should be submitted through the TPON portal annually as these reports become available from your financial auditors. This does not require a template from the Province.

Reporting on Other Sources of Funding

Programs may use funding from other sources at their own discretion to implement their CPLTC programs, however for reporting purposes, programs should only report on the use of funds outlined in Schedule D.

PERFORMANCE METRICS

The Province intends to continue evaluating the impact of Community Paramedicine on clients and also on broader health system utilization, including 911 calls, emergency department visits, and hospital admissions/re-admissions. To this end, the Province will continue to provide further data collection instructions, including underlying processes, and a standardized patient consent form. The Recipient is also required to enter into a data sharing agreement with the Province to directly collect personal health information 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. The Province may inform the Recipient of updated reporting requirements without updating this Schedule.

I. Quarterly Reporting

In order to support the analysis and evaluation of the CPLTC program, the Recipient must report performance metrics through the Secure File Transfer Service (SFTS) server using the most updated version of the Quarterly Reporting Template (provided by the Province) on a **quarterly and year-end basis**:

Report (Performance Indicators)	Due Date
Q1 Report (April-May-June)	July 31
Q2 Report (July-August-September)	October 31
Q3 Report (October-November-December)	January 31
Year-End Report	April 30

Each quarterly report should only capture client data for that respective period—clients discharged prior to the first day of the reporting period and rostered after the last day of the reporting period should not be included. As part of this quarterly and year-end reporting, the Recipient must report the following data to the Province:

- Cumulative enrollment and consent numbers;
- Patient profile, including health card number, patient's age, behavioural symptoms, presence of chronic conditions, and living arrangements;
- Program information, including enrollment/discharge date, reasons of discharge, and referrals;
- Services provided, including number of visits (in-person/virtual) and types of services;

The SFTS User Guide for the submission of Performance Metric can be requested by emailing CPLTC@ontario.ca. In particular, programs experiencing SFTS user issues should refer to the SFTS User Guide to address commonly encountered problems such as file naming errors,

formatting errors, password reset instructions, report submitted without a validation notification, or errors made while inputting data into the Quarterly Reporting Template.

II. Satisfaction Survey Reports

As part of the bi-annual qualitative reporting required, the Recipient must report the following data to the Province through an online client/caregiver satisfaction survey:

- Client/caregiver satisfaction/perspective on whether Community Paramedicine helped them being stable at home;
- Client/caregiver perspective on whether Community Paramedicine was helpful in term of managing their usage of the broader health system (e.g., 911 calls, emergency department visits); and
- Community Paramedicine partner (home and community care/primary care) satisfaction.

Programs are required to submit surveys to the province at the end of the first and third quarter (Q1 and Q3).

APPENDIX “1”

1.0 Data Sharing Agreement
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THIS AGREEMENT dated this 1st day of April, 2024

1.2 BETWEEN:

**HIS MAJESTY THE KING in RIGHT OF ONTARIO as
represented by the Minister of Health and Minister of Long-Term Care
(the “Province”)**

– and –

**THE COUNTY OF RENFREW
(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 April 1st, 2024, 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 the Ontario Transfer Payment Agreement between the Province and the Recipient dated April 1st, 2024 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;

“DSA” 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;

“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 His Majesty the King in Right of Ontario, his advisors, agents, appointees and employees, and the members of the Executive Council of Ontario and their advisors and staff;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended or replaced from time to time;

“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 DSA, 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 DSA, 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

- 1.2 **Amendment.** Except as otherwise provided for in the DSA, no amendment to this DSA 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 DSA 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 DSA, 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 DSA, 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 Agreement 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 DSA is entered into.

ARTICLE 2

TERM

- 2.1 **Term.** This DSA 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 Agreement.

- 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 Agreement, this DSA 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 DSA 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 DSA, 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 DSA, 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. To the extent that the Province has such rights, 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 DSA.
- 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. To the extent that the Province has such rights, 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 DSA.
- 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 DSA, 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 Agreement, 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 the Province may be required to disclose information pursuant to FIPPA (subject to the applicable FIPPA provisions, including any protection afforded to the Relevant PHI by FIPPA). The Recipient acknowledges that the Province's obligations pursuant to FIPPA to disclose information may include copies of Reports in the custody or control of the Recipient, and the Recipient shall cooperate with the Province, including providing copies of Reports in the custody or control of the Recipient to the Province, as required.
- 5.6 **Recipient Subject to MFIPPA.** The Province acknowledges that the Recipient may be required to disclose information pursuant to MFIPPA (subject to the applicable MFIPPA provisions, including any protection afforded to the Relevant PHI by MFIPPA). The Province acknowledges that the Recipient's obligations pursuant to MFIPPA to disclose information may include copies of Reports in the custody or control of the Province, and the Province shall cooperate with the Recipient, including providing copies of Reports in the custody or control of the Province to the Recipient, as required.

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 DSA, the Recipient's performance of the

Recipient's obligations under this DSA 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 DSA. 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 Agreement shall extend to any liability that may arise with respect to the Recipient and/or the Indemnified Parties in connection with this DSA.
- 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 DSA 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 DSA.

7.2 **Termination on Notice.** The Province may terminate this DSA 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 DSA, the Recipient will have no further obligation to provide the Relevant PHI to the Province.

ARTICLE 8

NOTICE

8.1 **Notice.** Notices under this DSA 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:

Sean Court
Assistant Deputy Minister
Long-Term Care Policy Division
Ministry of Long-Term Care
6th Floor, 400 University Ave
Toronto, ON M5G 1S5
Email: sean.court@ontario.ca

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 DSA, any part of this DSA, or any benefit or interest in or under this DSA, without the prior written consent of the other Party.
- 9.2 **Cumulative Rights and Remedies.** Except to the extent otherwise expressly stated in this DSA, 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 DSA 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 DSA 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 DSA to its full extent.
- 9.6 **Counterparts.** This DSA 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 DSA for any reason.

IN WITNESS OF WHICH the Parties have made this DSA.

2.0

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

Signature: _____

Name: Sean Court

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

Date of Signature: _____

3.0

**His Majesty the King in right of Ontario as
represented by the Minister of Health:**

Signature: _____

Name: Michael Hillmer

Title: Assistant Deputy Minister, Digital and Analytics
Strategy Division, Ministry of Health

Date of Signature: _____

3.2

The County of Renfrew:

Signature: _____

Name:

Title:

Date of Signature: _____

I have the authority to bind the Recipient.

APPENDIX 1

PERMITTED PURPOSE

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, Recipients, 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 Recipients to collect and analyze relevant data, including PHI, which will help inform future decision-making and program improvement.

Recipients 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.

Recipients may choose to collect additional qualitative or quantitative measures depending on their needs for planning purposes and for their own evaluation purposes.

APPENDIX 2

RELEVANT PHI

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 Agreement.

APPENDIX 3

ROLES AND RESPONSIBILITIES OF THE PROVINCE AND THE RECIPIENT

Party	Role	Responsibilities	Accountabilities
MLTC	Business Sponsor Health Information Custodian (Collecting) Information Consumer	Overall management, direction and funding of the CPLTC program Ensuring Data Sharing Agreement(s) required is/are in place 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") Ensuring consent management policies and processes are in place to provide appropriate protection and privacy of personal health information in the ministries' possession Evaluation of CPLTC Program The CPLTC Program Framework ("the Framework"), which may be amended from time to time by the Province.	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 Accountable for ensuring PHIPA compliance and authorized collection/use/disclosure of personal health information
CP program/recipient	Data Contributors Health Information Custodian (Disclosing)	Ensuring consent management policies and processes are in place at the local program level Client consent forms are kept in a safe place, and available to the ministries for audit and investigation.	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>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

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 Law. 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 CPLTC Quarterly Report Template is being transmitted to the ministries using an end-to-end encrypted server with unique logins for each of the local Recipient programs. Each program has assigned an individual to submit the template, who has read and agreed to the "Health Services I&IT Cluster Acceptable Use Policy", prior to being given access to the server.

PHI collected by the ministries is stored in a physical location within Ontario. This facility is an enterprise level, Tier IV highly redundant, and highly secure facility which is intended to support the information systems needs and requirements of the Government of Ontario.

The end-to-end encrypted server is operated by the Ministry of Health and complies with all of the relevant legislated requirements regarding the collection, use, retention and disposal of PHI. Policies and procedures are in place to ensure the protection of the PHI collected by the Ministries, including processes for privacy incidents and data breaches.

The ministries will coordinate with the Access and Privacy Office of the Ministry of Health 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

Client Consent Form for the Evaluation of the Community Paramedicine Program

Instructions

The attached consent form is intended for people interested in participating 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 to disclose to the Ontario Ministry of Health and the Ontario Ministry of Long-Term Care (the ministries) and for the ministries to collect and use, your personal health information and/or sociodemographic data (e.g. ethnicity) for the purpose of CP program evaluation. Before signing, please read the information below carefully.

Q1: Why am I being asked for my consent?

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* as well as sociodemographic data. 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 and sociodemographic information collected by the CP program will be disclosed to the ministries who will collect and use your information for the purpose of CP program evaluation. The ministries will not disclose your personal health information unless the disclosure is required by law.

You can choose whether or not to consent to the collection, use and disclosure of your personal health information and/or sociodemographic data 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*.

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

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

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

A3. If you provide consent, 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.

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

A4. You can withdraw your consent at any time by contacting [designated municipal official (e.g., the Privacy Officer), who is responsible for managing client consent at xxx-xxx-xxxx ext. XXX and include any public facing information/website if applicable].

If you withdraw your consent, the CP program will not be permitted to disclose your personal health and sociodemographic information to the ministries. If you withdraw your consent after your personal health information and sociodemographic information has been disclosed to the ministries, but prior to the ministries' use of your information for the purpose of CP program evaluation, the ministries will not use the information disclosed. However, the ministries will continue to use and disclose as permitted or required by law, any of your personal health and sociodemographic information that was already collected and used by the ministries.

Community Paramedicine Program Client Consent Form

I consent to:

- a) The Community Paramedicine (CP) program disclosing my personal health and sociodemographic information as described below to the Ministry of Health and the Ministry of Long-Term Care (the ministries), which may collect, use and disclose my personal health and sociodemographic information for the purpose of supporting the ministries' evaluation of local and provincial CP programs. Information collected includes:
- My name, address, living arrangements (including information commonly collected when you are discharged from the hospital such as whether you live alone, or with family, access to a primary health care provider (e.g. Family Physician or Nurse Practitioner etc.), 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;
 - Information about whether I am on a waitlist for placement in a long-term care home; and,
 - Sociodemographic information (e.g., ethnicity).
- b) The [insert the name of the CP program]'s disclosure of my personal health and sociodemographic information as described above to the ministries.
- c) The ministries' collection and use of this personal health and sociodemographic information as noted above. This includes 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. Examples of the data the ministries would combine with the personal health information disclosed by your local CP program include: 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 CP program I am enrolled in will continue to disclose my personal health and sociodemographic information to the ministries until I am no longer enrolled in the CP program, or until I withdraw my consent.
- The ministries will not disclose my personal health and sociodemographic information unless the disclosure is required by law. The ministries will also not include identifying information, such as my name, contact information and health card number, within any reports, presentations or any other materials that contain findings from the CP program evaluation.
- I can withdraw my consent at any time by contacting [designated municipal official] (e.g., the Privacy Officer), who is responsible for managing client consent at xxx-xxx-xxxx ext. XXX including any public facing information/website if applicable]. If I withdraw my consent, the CP program will no longer disclose my personal health information and/or sociodemographic information to the ministries for the purpose of the CP program evaluation.
- If I withdraw my consent, the CP program will not be permitted to disclose my personal health and sociodemographic information, and the ministries will not be authorized to collect, use or disclose

my identifiable personal health and sociodemographic information in any CP program evaluation, from the time I withdraw my consent. My withdrawal of consent will not be retroactive.

- 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.
- 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.

If you consent to the CP Program's disclosure to the Ministry of Health and Ministry of Long Term Care (the ministries), and to the ministries collection, and use of your personal health information and sociodemographic information (e.g., ethnicity) 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

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

Mailing Address

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

Section 3 – Signatures

Signature of the client or their substitute decision-maker

Date (yyyy/mm/dd)

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

Last name

First Name

Relationship of substitute decision-maker to client: _____

**COUNTY OF RENFREW
LONG-TERM CARE REPORT**

TO: Health Committee

FROM: Mike Blackmore, Director of Long-Term Care

DATE: March 27, 2024

SUBJECT: Department Report

BY-LAWS

1. Personal Support Worker Initiatives 2023-26 Funding Support Agreement with Ontario Health

Recommendation: THAT the Health Committee recommends County Council adopt a By-law authorizing the Warden and Clerk to sign the Personal Support Worker (PSW) Initiatives 2023-26 Funding Support Agreement with Ontario Health for participation in any or all of the 2023-26 PSW initiatives, including the Clinical Placement Stipend, Recruitment Incentive and/or Relocation Incentive.

Background

Ontario Health is providing incentive funding to attract personal support workers (PSWs) to work in long-term care homes as well as home and community care agencies.

Available funding provides:

- Up to \$5,440 to PSW students as a stipend during their clinical placement in a long-term care home and/or home and community care employer;
- \$10,000 to recent PSW graduates in exchange for 12-month commitment to work in a long-term care home or for a home and community care employer; and
- An additional \$10,000 to support relocation costs for those recent PSW graduates committing to work in a long-term care home or with a home and community care employer in rural, remote or northern area for 12 months.

The PSW Initiative 2023-26 Funding Agreement is attached as Appendix LTC-I.

2. Long-Term Care Service Accountability Agreement (LSAA)

Recommendation: THAT the Health Committee recommend that County Council authorize the Warden and Clerk to sign the “Extending Letters” for the extension of the Long-Term Care Service Accountability Agreements from March 31, 2024 until March 31, 2025 between Ontario Health and each of Bonnechere Manor and Miramichi Lodge for submission by the deadline of

March 28, 2024; AND FURTHER THAT County Council pass a By-law to Amend By-law 59-23, being a By-law Authorizing the Warden and Clerk to continue the Long-Term Care Service Accountability Agreement.

Background

Bonnechere Manor and Miramichi Lodge each entered into a Long-Term Care Service Accountability Agreement (LSAA) with Ontario Health with a request to sign ““Extending Letters” for the extension of the LSAA for each of Bonnechere Manor and Miramichi Lodge from March 31, 2024 until March 31, 2025 and submit by the deadline of March 28, 2024. The “Extending Letters” to the LSAA are attached as Appendix LTC-II.

3. Multi-Sector Service Accountability Agreement (MSAA) - Bonnechere Manor Senior/Adult Day Program

Recommendation: THAT the Health Committee recommend that County Council authorize the Warden and Clerk to sign the “Extending Letter” for the extension of the Multi-Sector Service Accountability Agreement from March 31, 2024 to March 31, 2025 between Ontario Health and Bonnechere Manor Senior/Adult Day Program for submission deadline of March 28, 2024. AND FURTHER THAT County Council pass a By-law to Amend By-law 60-23 being a By-law Authorizing the Warden and Clerk to continue the Multi-Sector Service Accountability Agreement.

Background

Bonnechere Manor has been operating the Senior/Adult Day Program in Renfrew since February 1997. For the continuation of funding for the Bonnechere Manor Senior/Adult Day Program, Ontario Health is requesting a sign the “Extending Letter” for the extension of the Multi-Sector Service Accountability Agreement (MSAA) from March 31, 2024 until March 31, 2025 and submit to Ontario Health by the deadline of March 28, 2024. The “Extending Letter” to the MSAA is attached as Appendix LTC-III.

COUNTY OF RENFREW

BY-LAW NUMBER 46-24

**A BY-LAW AUTHORIZING THE WARDEN AND CLERK TO EXECUTE AN AGREEMENT BETWEEN THE
COUNTY OF RENFREW AND ONTARIO HEALTH FOR THE PERSONAL SUPPORT WORKER INITIATIVES
2023-26 FUNDING SUPPORT AGREEMENT.**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements;

WHEREAS the County of Renfrew deems it desirable to enter into an amended agreement with Ontario Health for the Personal Support Worker Initiatives 2023-26 Funding Support Agreement;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The agreement attached to and made part of this by-law shall constitute an agreement between the Corporation of the County of Renfrew and Ontario Health for the Personal Support Worker Initiatives 2023-26 Funding Support Agreement.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of March, 2024.

READ a second time this 27th day of March, 2024.

READ a third time and finally passed this 27th day of March, 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK

Next Phase PSW Investments (the “Program”)

2023-26 FUNDING SUPPORT AGREEMENT (the “Agreement”)

This Agreement is made as of the 6th day of March, 2024 (the “**Effective Date**” is the date of the last signature of this Agreement),

B E T W E E N :

ONTARIO HEALTH, having its principal offices at 525 University Ave., Toronto, Ontario, M5G 2L3 (“**OH**”).

A N D

CORPORATION OF THE COUNTY OF RENFREW, a corporation incorporated under the laws of Ontario, having its principal offices at 9 International Dr., Pembroke, Ontario, K8A 6W5 (the “**Recipient**”).

BACKGROUND

- A.** The Ministry of Long-Term Care (the “**Ministry**”) has created “Next Phase PSW Investments” (the “**Program**”) in response to the significant personal support worker (“**PSW**”) staffing challenges in long-term care (“**LTC**”) and home and community care (“**HCC**”). OH has received funding from the Ministry to administer the Program through an amendment to the Ministry of Long-Term Care – Ontario Health Accountability Agreement.
- B.** The Program is composed of three components:
- Clinical stipends of up to \$5,440.50 (or \$17.55 per hour) for Eligible PSW Students who are completing a placement at an Eligible LTC Home or Eligible HCC Agency;
 - New PSW recruitment incentives to LTC or HCC, offering Eligible PSWs a \$10,000 incentive in exchange for a one-year commitment to an Eligible LTC Home or Eligible HCC Agency; and
 - PSW relocation incentives, offering \$10,000 to support relocation costs for those Eligible PSWs who accept a job at an Eligible LTC Home or Eligible HCC Agency located in an eligible rural, remote, or Northern community.
- C.** OH is administering the Program, and will distribute funding to Eligible PSWs and Eligible PSW Students via certain LTC homes and HCC agencies providing home and community care services which are employing those Eligible PSWs or providing clinical placements for those Eligible PSW Students.
- D.** As an LTC Home or HCC Agency providing home and community care services, the Recipient has agreed to distribute the funding to Eligible PSWs and Eligible PSW Students, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

- (a) Definitions. In this Agreement, the following terms shall have the respective meanings indicated below:

"Accredited PSW Training Program" means a personal support worker certification program meeting the current program standard established by the Ministry of Training, Colleges and Universities (Ontario).

"Agreement" means this 2023-26 Funding Support Agreement and all Schedules attached hereto as may be amended from time to time.

"Business Day" means any calendar day except for (i) Saturday; (ii) Sunday; and (iii) any day that is a public holiday in Ontario.

"Designated Sites" means an OH-approved location listed in Schedule "A" of this Agreement where the Recipient delivers services.

"Effective Date" has the meaning ascribed to it in the first line of this Agreement.

"Eligible HCC Agency" means a publicly funded HCC Agency that has been approved by OH at its sole discretion.

"Eligible LTC Home" means a publicly funded LTC Home that has been approved by OH at its sole discretion.

"Eligible PSW" means a PSW who meets the PSW Eligibility Criteria as per Schedule "B" of this Agreement.

"Eligible PSW Student" means a PSW student who begins their clinical placement in an Eligible LTC Home or Eligible HCC Agency on or after April 1, 2023 as part of an Accredited PSW training program in Ontario.

"Fiscal Year" means OH fiscal year, which is April 1 to March 31 of the following year.

"Funding" means funding as specified in the attached Schedules.

"Party" means either the Recipient or OH; and **"Parties"** means both of them.

"PSW Eligibility Criteria" has the meaning set out in Schedule "B" of this Agreement.

"Recipient" means Eligible LTC Homes or Eligible HCC Agencies receiving funding through the Program.

"Term" has the meaning ascribed to it in Section 3(a).

- (b) Headings. The division of this Agreement into Sections, Schedules and other subdivisions, and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.
- (c) Gender. Words in one gender include all genders.

- (d) Currency. Unless otherwise specified, all references in this Agreement and its Schedules to monetary amounts, including the symbol “\$”, are in respect of Canadian currency.
- (e) Schedules. The following Schedules are a part of this Agreement:
 - Schedule “A” - Funding Allocation and Reporting
 - Schedule “B” - Form of Agreement between Recipient and Eligible PSW
 - Schedule “C” - Ministry Obligations and Requirements for the Recipient

2. Recipient’s Obligations

- (a) Allocation of Funding. The Recipient has been provisionally allocated Funding for a certain number of Eligible PSWs and Eligible PSW Students at Designated Sites, as set out in Schedule “A”. The Recipient will not represent to any PSW or PSW Student that he or she may be eligible to receive Funding unless that Funding has been allocated as set out in Schedule “A”.
- (b) Form of Agreement between Recipient and Eligible PSW. The Recipient will execute an Agreement with each Eligible PSW in the form set out at Schedule “B”. Before doing so, the Recipient will validate that the Eligible PSW meets the PSW Eligibility Criteria.
- (c) Reporting Obligations. The Recipient will submit data and/or reports to OH as described in Schedule “A”.
- (d) Use of Funding by the Recipient. The Recipient will use the Funding only in accordance with the Terms and Conditions of this Agreement and its Schedules.
- (e) Record-Keeping. The Recipient shall keep appropriate records to substantiate its performance of its obligations hereunder, including:
 - (i) all documentation outlined in the attached Schedule(s) to this Agreement.
 - (ii) a copy of the executed Agreement with each Eligible PSW (“Schedule B”), all documentation used to verify each PSW's status as an Eligible PSW (such as a copy of their Proof of Completion Certificate), proof of start date, and documentation confirming Funding payments received from OH and Funding payments made to Eligible PSWs.
 - (iii) documentation used to verify each PSW Student's eligibility status (including but not limited to proof of enrollment in an accredited Ontario PSW training program and confirmation of completion of clinical placement hours).
 - (iv) all documentation confirming Funding Payments used in accordance with this Agreement and its Schedules.
- (f) The Recipient will promptly provide any record, report, or information reasonably requested by OH concerning any matter relating to this Agreement. The Recipient will retain these records for a period of seven (7) years following the effective date of termination of this Agreement.
- (g) No Fees for Services. The Recipient shall not retain any portion of the Funding for its own purposes beyond what is outlined in this Agreement, including the Schedule(s). OH shall not be responsible for any expenses incurred by the Recipient in its utilization of the Funding.

3. Term and Termination

- (a) Term. This Agreement shall commence as of the Effective Date and shall continue in full force and effect until the earlier of: (i) March 31, 2026, subject to any extension amendment to the term of this Agreement provided in writing by OH to the Recipient, or (ii) the date this Agreement is terminated in accordance with its terms ("**Term**").
- (b) Termination. OH may terminate this Agreement for any reason in the sole discretion of OH by giving the Recipient ten (10) Business Days of prior written notice.
- (c) No Liability of OH. Any termination of this Agreement shall occur without liability, cost or penalty to OH.
- (d) Termination Where No Appropriation. If OH does not receive the necessary appropriation from the Ministry, OH may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient, notwithstanding the Recipient incurring expenses to implement or participate in the Program in advance of receiving Funding.

4. Representations and Warranties

The Recipient represents, warrants and covenants to OH that:

- (i) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (ii) if the Recipient is receiving funding, that it is either an Eligible LTC Home or Eligible HCC Agency. The Recipient possesses suitable human resources infrastructure to onboard and support Eligible PSW Students and Eligible PSWs, and adequate finances to support continued employment of each Eligible PSW for a period of at least twelve (12) months from their employment start date;
- (iii) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Program, the Funding, or both;
- (iv) it is capable of complying with and will comply with the obligations and requirements as set out in Schedule "C" of this Agreement, which represents the Ministry requirements;
- (v) any amounts of Funding which may be received by the Recipient from OH will not displace or otherwise affect any existing compensation, including salary, commission, incentive programs, or other remuneration for PSWs employed by the Recipient;
- (vi) if an Agreement between a Recipient and an Eligible PSW (Schedule "B") is terminated for any reason, the Recipient shall promptly notify OH of the termination and the reason(s) for the termination;
- (vii) unless otherwise provided for in the Agreement, any information the Recipient provided to OH (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (viii) it is responsible for confirming that Eligible PSW Students enrolled in the Program are undertaking such training as part of an Accredited PSW Training Program and that the Eligible PSW and the Eligible PSW Student carries all necessary insurance coverages and

protections for participating or delivering the Program, proof of which must be provided to OH upon request; and

- (ix) it is responsible for the conduct of any individual enrolled in the Program in the event that such conduct results in any claims, losses or demands.

5. Payment Term

Payment will be made within thirty (30) days of OH's receipt from the Recipient of the confirmation reports set out in Schedule "A", and upon receipt of any reasonably requested documentation to support eligibility assessments and payment processing.

6. Audit Rights

The Recipient shall provide OH and any such other entity as designated by OH, including and without limitation, the Ministry and any government agency or auditor, with access from time to time (and for a period of seven (7) years following the effective date of termination of this Agreement) and upon reasonable notice to the Recipient, all relevant Recipient records under the custody and control of the Recipient and its facilities to determine whether the Recipient is in compliance with the provisions of this Agreement, provided that such audit or inspection shall be exercised so as not to interfere materially or adversely with the Recipient's business. As between OH and the Recipient, the audit shall be at OH's expense, unless such audit is required as a result of, in OH's opinion, the Recipient's failure to meet any of the terms or conditions of this Agreement.

7. Independent Parties

- (a) Parties Independent. Notwithstanding any provision hereof, none of the Recipient's employees, agents or service providers shall be deemed to be employees, agents or service providers of OH. The Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, principal/agency relationship, or employer/employee relationship between the Parties. The Recipient and OH shall at all times remain independent contractors of each other.
- (b) No Authority. The Recipient shall not, without the prior written consent of OH, enter into any contract or commitment, in the name of or on behalf of OH or bind OH in any respect whatsoever. The Recipient shall not have authority to sign any cheques in the name of OH.
- (c) No Deemed Employment. None of the Recipient's employees, agents, subcontractors, consultants or any other service providers (including Eligible PSWs and Eligible PSW Students) shall be deemed to be employees, agents, subcontractors, consultants or any other service providers of OH. The Recipient shall be solely responsible for any salary, commission or other remuneration payable to any such employees, agents or service providers. The Recipient hereby indemnifies OH for any and all costs, claims, damages or losses incurred or claimed by or against OH in respect thereof. The Recipient shall have full and direct responsibility for compliance with all applicable federal and provincial requirements pertaining to income taxes, unemployment insurance contributions, workplace safety and insurance premiums, Canada Pension Plan contributions or any other payments or contributions which may be required in respect of the Recipient's employees, agents, subcontractors, consultants or any other service providers (including Eligible PSWs and Eligible PSW Students). The Recipient agrees to hold OH harmless from any and all claims, losses or demands against OH with respect to any such taxes, remittances, premiums or withholdings in connection with this Agreement.

8. Acknowledgment

The Recipient acknowledges that:

OH is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 and that any information provided to OH or the Province of Ontario in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

9. Conflict of Interest

The Recipient will carry out the Program and use the Funding without a conflict of interest. The Recipient will disclose to OH, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that OH may prescribe as a result of the disclosure.

10. General Provisions

- (a) Indemnity. The Recipient agrees to defend, indemnify and save OH harmless from any and all claims, losses or demands made against OH arising from any act, omission, fault, default or negligence of the Recipient, its employees, agents, subcontractors, consultants or any other service providers (including Eligible PSWs and Eligible PSW Students) in any way arising out of or in connection with the Program or otherwise in connection with the Agreement related to the performance or non-performance of its obligations under this Agreement. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
- (b) The Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5 million dollars per occurrence. The insurance policy will include the following:
 - (i) OH as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (ii) a cross-liability clause;
 - (iii) contractual liability coverage; and
 - (iv) a 30-day written notice of cancellation.
- (c) Proof of Insurance. If requested, the Recipient will provide OH with certificates of insurance, or other proof as may be requested by OH.
- (d) Governing Law and Attornment. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable herein, without regard to principles of conflicts of law and shall be treated in all respects as an Ontario contract. The Parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

- (e) Successors and Assigns. This Agreement shall enure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, executors and successors, but shall not be assignable by any of the Parties hereto without the prior written consent of the other parties. All rights and obligations contained in this Agreement shall, at the discretion of OH, extend to and be binding on the parties' respective heirs, executors, administrators, successors and permitted assigns.
- (f) Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no covenants, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- (g) Survival. The provisions contained in Sections 3(c), 5, 6, 10(a), 10(e) shall not be prejudiced by, and shall survive the termination of this Agreement, as shall any other provision which by its nature ought to survive termination.
- (h) Notice. Unless otherwise stated herein, every notice or other communication hereunder shall be deemed to have been duly given and made, if in writing and if served by personal delivery upon the Party for whom it is intended, if delivered by registered mail, return receipt requested, or by a national courier service, or if sent by electronic transmission (capable of readily producing a paper record) to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

Ontario Health

Attn: Megan Carr-Locke, Manager, Health Workforce Capacity Programs

E-mail: info-hfo@ontariohealth.ca

Corporation of the County of Renfrew

Address: 725 Pembroke St. W., Pembroke, ON K8A 8S6

Attn: Mike Blackmore

Tel: (613) 735-0175

E-mail: mblackmore@countyofrenfrew.on.ca

Any such notification shall be deemed delivered (i) upon receipt, if delivered personally, (ii) on the next Business Day, if sent by national courier service for next Business Day delivery or if sent by electronic transmission (capable of readily producing a paper record).

- (i) Waiver. The waiver by either Party of a breach or default of any provision of this Agreement by the other Party shall not be effective unless in writing and shall not be construed as a waiver of any succeeding breach of the same or of any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege by such Party shall constitute a waiver.
- (j) Amendment. Except as expressly provided in this Agreement, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each Party.
- (k) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed as of the date first written above by officers authorized in that behalf.

ONTARIO HEALTH

CORPORATION OF THE COUNTY OF RENFREW

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the organization.

I have authority to bind the organization.

Signature: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the organization.

SCHEDULE “A” FUNDING ALLOCATION AND REPORTING

1. Allocation.

a. PSW Recruitment Incentives

The Recipient receiving the PSW Recruitment Incentives Funding, pursuant to the terms of this Agreement, will receive the following, which the Recipient will pay, as set out in the terms of this Agreement) to each Eligible PSW:

- \$5,000 upon completion of six months of full-time employment (or an equivalent otherwise approved by OH); and
- \$5,000 upon completion of twelve months of full-time employment (or an equivalent otherwise approved by OH).

The Recipient receiving the PSW Recruitment Incentives Funding, pursuant to the terms of this Agreement, will receive, from which the Recipient will pay to each Existing Participant³ in the PSW Return of Service program who is also an Eligible PSW for the Program and extends their commitment for an additional six months (for a total of 12 months):

- \$5,000 upon completion of twelve months of full-time employment (or an equivalent otherwise approved by OH).

b. Rural, Remote and Northern Relocation

The Recipient receiving the Rural, Remote and Northern Relocation Incentive Funding, pursuant to the terms of this Agreement, will receive, from which the Recipient will pay, as set out in the terms of this Agreement, to each Eligible PSW recruited, who for the purposes of employment relocates greater than 100 km from their previous principal residence (or otherwise approved by OH) to an eligible rural, remote or Northern community (as defined by all of Northern Ontario as per OH regions and Rurality Index of Ontario (RIO) 40+ communities):

- \$5,000 upon the Eligible PSW's start date; and
- \$5,000 upon completion of six months of full-time employment (or an equivalent otherwise approved by OH).

c. PSW Student Clinical Stipend

The Recipient receiving the PSW Student Clinical Stipend Funding, pursuant to the terms of this Agreement, will receive, from which the Recipient will pay, as set out in the terms of this Agreement, each Eligible PSW Student enrolled in an Accredited PSW Training Program in Ontario who begins their placement on or after April 1, 2023:

- Up to \$5,440.50 (\$17.55 per hour) for a clinical placement in LTC or HCC to be paid on a monthly basis.

In addition, to support administrative costs related to clinical placements, Recipients will receive a flat rate of \$852.50 for each clinical placement of an Eligible PSW Student.

³ For greater clarity, Existing Participant means a PSW who began employment on or after April 1, 2023 as part of the PSW Return of Service Program and who is also an Eligible PSW.

Funding has been allocated only for the following Designated Sites.

Designated Site
Bonnechere Manor - 470 Albert Street, Renfrew, ON K7V 4L5 Miramichi Lodge - 725 Pembroke St. W., Pembroke, ON K8A 8S6

2. Reporting and Funding.

Confirmation of each Eligible PSW beginning work, completing 6 months and 12 months on a full-time basis (or other basis approved by OH) is required in order to process payment. Confirmation of each Eligible PSW Student clinical placement and the number of hours of their clinical placement completed. OH will provide links to online forms for the Recipient to submit the confirmations.

Activity	Frequency	Due Dates
Employment confirmation of Eligible PSW	At start of employment	5 business days after start of employment
Employment confirmation of Eligible PSW	At completion of 6 months after employment start date	5 business days after completion of 6 months of employment
Employment confirmation of Eligible PSW	At completion of 12 months after employment start date	5 business days after completion of 12 months of employment
Student placement confirmation of Eligible PSW Students	Monthly	5 business days after monthly report requested

3. Employment Leave

If an Eligible PSW takes leave from their employment under Part XIV of the *Employment Standards Act, 2000*, SO, c 41, the time period between the PSW's start date and the day prior to the first date of the leave shall count toward the time periods described in the Agreement between the Recipient and that PSW.

Upon the Eligible PSW's return to work, the time period will restart as if no break in employment status had occurred.

The Recipient will notify OH of any Eligible PSW who takes a leave prior to being eligible to receive Funding and their anticipated return date.

SCHEDULE “B”
FORM OF AGREEMENT BETWEEN THE RECIPIENT AND THE PSW

This Form of Agreement ("**the Agreement**") is between the undersigned Recipient and the undersigned personal support worker (the "**PSW**") and is dated as of the last signature date.

BACKGROUND

- A.** The Ministry of Long-Term Care has created “Next Phase PSW Investments” (the “**Program**”) in response to the significant personal support worker (“**PSW**”) staffing challenges in long-term care (“**LTC**”) and home and community care (“**HCC**”).
- B.** The PSW has indicated that they are eligible for grant funding under the Program and wishes to receive that grant funding subject to the terms of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt of which is expressly acknowledged by this sentence, the parties to this Agreement agree as follows:

1. PSW Eligibility Criteria

The PSW understands that all grant funding under this Agreement is conditional on the PSW meeting the following eligibility criteria (the “**PSW Eligibility Criteria**”):

- (a) unless otherwise approved by OH, the PSW has provided the Recipient with a valid Personal Support Worker Training Program Proof of Completion Certificate² with a graduation date on or after April 1, 2023; the PSW started employment with the Recipient as a PSW on a full-time basis on or after April 1, 2023, or as otherwise approved by OH;
- (b) the PSW has not terminated employment with an LTC Home or HCC Agency in order to receive grant funding under the Program;
- (c) the PSW if claiming the relocation grant funding has provided satisfactory proof of relocation to the Recipient, including but not limited to proof of prior and current principal residence addresses;
- (d) the relocation grant funding is for relocation to rural, remote and Northern communities only as defined by all of Northern Ontario as per OH regions and Rurality Index of Ontario (RIO) 40+ communities; unless otherwise approved by OH; and
- (e) the PSW has signed and returned a copy of this Agreement to the Recipient within five (5) business days of the start of the PSW’s employment with the Recipient.

By signing this Agreement, the PSW declares that the PSW meets all of the PSW Eligibility Criteria.

The PSW will promptly provide any report, documentation or information reasonably requested by the Recipient concerning any matter relating to the PSW Eligibility Criteria, and consents to having this information shared with OH for purposes of assessing their eligibility and Program administration.

2. Commitment to Employment with the Recipient

A PSW that continues to meet the PSW Eligibility Criteria will be eligible for grant payments, as follows:

² The certificate must be issued by a personal support worker certification program meeting the current program standard established by the Ministry of Training, Colleges and Universities (Ontario).

- (a) after working for the Recipient for six months on a full-time basis (or as otherwise approved by OH), the PSW will be eligible for a grant payment of \$5,000; and
- (b) after working for the Recipient for twelve months on a full-time basis (or as otherwise approved by OH), the PSW will be eligible for an additional grant payment of \$5,000.

The calculation of months of employment will be based on the employment start date set out beside the PSW's signature at the end of this Agreement.

The calculation of months of employment will be adjusted to accommodate any employment leave under Part XIV of the *Employment Standards Act, 2000*.

All grant funding payments will be paid to the PSW by the Recipient. The payment will be made in the first payroll period after the Recipient receives the grant funding from OH.

The Recipient is not entitled to retain any part of the grant funding for its own purposes. The Recipient is not entitled to substitute the grant funding for other compensation or incentives it would otherwise provide to its personal support worker employees.

3. PSW Acknowledgements

The PSW acknowledges that:

- (a) the Program is a grant-based program representing a government benefit, and that this Agreement inures to the benefit of the Crown;
- (b) any grant funding provided under this Agreement does not constitute compensation, including salary, commission or other remuneration payable to the PSW – grant funding is merely being provided through the Recipient, as an agent of OH;
- (c) the payment of grant funding is conditional upon the Recipient receiving the grant funding from OH and the satisfactory receipt of all required program documentation;
- (d) should the PSW not begin employment as per this Agreement, the PSW will forfeit any entitlements to grant funding (\$10,000 for a 12-month commitment and \$20,000 for a relocation to a rural, remote or Northern community and a 12-month commitment);
- (e) should the PSW complete fewer than six months of employment as per this agreement, the PSW will forfeit any remaining entitlements to grant funding (\$10,000 for a 12-month commitment and \$15,000 for relocation to a rural, remote or Northern community and a 12-month commitment);
- (f) should the PSW complete fewer than twelve months, but more than 6 months, of employment as per this Agreement, the PSW will forfeit any remaining entitlements to grant funding (\$5,000 for a 12-month commitment and \$5,000 for relocation to a rural, remote or Northern community and a 12-month commitment); and
- (g) should the PSW meet the PSW Eligibility Criteria and also be an existing participant of the PSW Return of Service Program, the PSW will only be eligible to receive \$5,000 for extending their previous PSW Return of Service commitment for an additional six months. The PSW will become eligible for this payment upon completion of twelve months of full-time employment (or an equivalent otherwise approved by OH).

4. Recipient Acknowledgements

The Recipient acknowledges that:

- (a) they will administer an employee attestation confirming the following information about their hired PSW: graduation from an accredited Ontario-based PSW training and education program, including collecting school name, program name, and graduation date; and for PSWs relocating to rural, remote and Northern communities, proof the hired PSW relocated a minimum of 100 km from their primary residence.
- (b) they will offer newly hired PSW employees participating in the Program with a minimum of 30 employment hours weekly in connection with their employment, or an equivalent thereof (having regard to individualized PSW employee and employer needs and circumstances), or otherwise approved by OH.

5. Termination

This Agreement automatically terminates immediately without advance notice to the PSW:

- (a) if the PSW does not begin employment with the Recipient by the employment start date set out beside the PSW's signature at the end of this Agreement;
- (b) if the PSW's employment with the Recipient is terminated, in which case this Agreement terminates on the day after PSW's last day of employment;
- (c) if the PSW engages in misrepresentation with respect to this Agreement (including if the PSW misrepresents their eligibility for grant funding);
- (d) if the PSW completes the obligations of the Agreement and receives the full amount of their grant funding;
- (e) on March 31, 2026 (unless OH extends the Program), or such earlier date as directed by the Ministry of Long-Term Care; or
- (f) for any reason at the sole discretion of OH.

Any termination of this Agreement shall occur without liability, cost or penalty to the Recipient or OH.

6. General

Neither Party may assign any part of this Agreement without OH's prior written consent. Any attempted assignment without prior written consent of OH shall be void. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario. A copy of this Agreement will be provided by the Recipient to OH within five (5) business days of being signed and disbursement of grant funding by OH is subject to receipt of any reasonably requested documentation and confirmation of eligibility of both the Recipient and PSW

[Signature page follows]

By signing below, the PSW and the Recipient agree to the provisions of this Agreement.

RECIPIENT: Corporation of the County of Renfrew

Signature of Authorized Recipient Representative

Date of signing

Print name and title of Authorized Recipient Representative

I have the authority to bind this Organization.

PSW Start Date

PSW:

Signature of Personal Support Worker

Date of signing

Print name of Personal Support Worker

PSW Training Program – School, Program Name & Location

PSW Training Program Graduation Date

For Rural, Remote and Northern Relocation grant funding only:

Prior PSW principal resident address (i.e., Prior to relocation)

New PSW principal resident address (i.e., Relocation address)

Date of move

SCHEDULE "C"
MINISTRY OBLIGATIONS AND REQUIREMENTS FOR THE RECIPIENT

The following are Ministry obligations and requirements to which the Recipient must comply pursuant to section 4(iv) of this Agreement.

- A.** The Recipient, who is the employer of an Eligible PSW, represents, warrants and covenants to OH that, at minimum:
- a. the Recipient agrees to ensure that, as a condition of the Recipient's and the Eligible PSW's participation in the Program, that both the Recipient and Eligible PSW will enter into a binding commitment wherein that the Eligible PSW agrees, as a condition of participating in the Program, to completing an employment tenure with the Recipient of at least twelve (12) months in duration, in exchange for the receipt of grant funding from OH, flowed via the Recipient, in an amount of up to \$20,000 to be paid according to the following schedule:
 - i. PSW Recruitment Incentives
 - 1. \$5,000 after the completion of six months (180 days) of employment with the Recipient; and
 - 2. \$5,000 after the completion of twelve months (365 days) of employment with the Recipient;
 - ii. Remote, Rural and Northern
 - 1. \$10,000 as additional one-time payment, for a total \$20,000 incentive; the first installment of \$5,000 to support relocation costs for working in a designated rural, remote and Northern location paid on the Eligible PSW's start date, followed by the second installment of \$10,000 after the completion of six months (180 days) of employment with the Recipient, and the final third installment of \$5,000 after the completion of twelve months (365 days) of employment with the Recipient.
 - b. The Recipient acknowledges that, as a condition of participating in the Program, the Recipient will administer an employee attestation confirming the following information about the Eligible PSW who has been hired:
 - i. Graduation from PSW training and education program (school name, program name, graduation date);
 - ii. For the rural, remote and Northern stream, proof the hired PSW relocated at a minimum of 100 km from primary residence.
 - c. The Recipient acknowledges that, as a condition of participating in the Program and barring exceptional circumstances, the Recipient will offer the Eligible PSW participating in the Program with a minimum of 30 employment hours weekly in connection with the Eligible PSW's employment, or an equivalent thereof (having regard to individualized Eligible PSW's and the Recipient's needs and circumstances), or otherwise as agreed between the Ministry and OH, and if necessary in consultation with the Ontario Ministry of Health.

COUNTY OF RENFREW

BY-LAW NUMBER 47-24

**A BY-LAW TO AMEND BY-LAW 59-23 BEING A BY-LAW AUTHORIZING THE WARDEN
AND CLERK TO EXECUTE AN “EXTENDING LETTER” FOR THE LONG-TERM CARE SERVICE
ACCOUNTABILITY AGREEMENT WITH ONTARIO HEALTH**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001, as amended, authorizes Council to enter into agreements;

WHEREAS the County of Renfrew deems it desirable to enter into an amended agreement with Ontario Health by signing the “Extending Letter” for the Long-Term Care Service Accountability Agreement (LSAA) from March 31, 2024 until March 31, 2025 for ongoing provincial funding;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The amended agreements marked as Schedule ‘I’ attached to and made part of this by-law shall constitute as amended agreements between the Corporation of the County of Renfrew Bonnechere Manor and Miramichi Lodge and Ontario Health for the “Extending Letter” to the LSAA.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of March, 2024.

READ a second time this 27th day of March, 2024.

READ a third time and finally passed this 27th day of March, 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK



SENT ELECTRONICALLY

March 15, 2024

Mr. Mike Blackmore
Director of Long-Term Care
Corporation of the County of Renfrew in respect to Bonnechere Manor
470 Albert Street
Renfrew, ON K7V 4L5
Email: MBlackmore@countyofrenfrew.on.ca

Dear Mr. Blackmore,

Re: CCA s. 22 Notice and Extension of Long-Term Care Home Service Accountability Agreement ("Extending Letter")

The *Connecting Care Act, 2019* ("CCA") requires Ontario Health ("OH") to notify a health service provider when OH proposes to enter into, or amend, a service accountability agreement with that health service provider.

OH hereby gives notice and advises Corporation of the County of Renfrew in respect to Bonnechere Manor (the "HSP") of OH's proposal to amend each long-term care home service accountability agreement (as described in the CCA) currently in effect between OH and the HSP (each "SAA").

Subject to the HSP's acceptance of this Extending Letter, each SAA will be amended with effect on March 31, 2024, as set out below. All other terms and conditions of each SAA will remain in full force and effect.

The terms and conditions in each SAA are amended as follows:

- 1) **Term** – In section 2.1, "March 31, 2024" is deleted and replaced by "March 31, 2025".
- 2) **Schedules** – The Schedules in effect on March 31, 2024, shall remain in effect until March 31, 2025, or until such other time as may be agreed to in writing by OH and the HSP.

Unless otherwise defined in this letter, all capitalized terms used in this letter have the meanings set out in each SAA.

Please indicate the HSP's acceptance and agreement to the amendments described in this Extending Letter by signing below and returning one scanned copy of this letter by e-mail no later than the end of business day on **March 28, 2024** to: OH-East_Submissions@ontariohealth.ca.

CCA s. 22 Notice and Extension of Long-Term Care Home Service Accountability Agreement
("Extending Letter")

The HSP and OH agree that the Extending Letter may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature.

Should you have any questions regarding the information provided in this Extending Letter, please contact Marcia Codougan-Providence, Lead, Performance, Accountability and Funding Allocation at marcia.codougan-prov@ontariohealth.ca or at 647.953.5133.

Sincerely,



Wilfred Cheung
Interim Chief Regional Officer, Toronto and East

c: Peter Emon, Warden, County of Renfrew, Corporation of the County of Renfrew
Dean Quade, Administrator, Bonnechere Manor
Eric Partington, Vice President, Performance, Accountability and Funding Allocation, Ontario Health East
Tunde Igli, Director, Performance, Accountability and Funding Allocation, Ontario Health East
Marcia Codougan-Providence, Lead, Performance, Accountability and Funding Allocation, Ontario Health East

Signature page follows

CCA s. 22 Notice and Extension of Long-Term Care Home Service Accountability Agreement
("Extending Letter")

AGREED TO AND ACCEPTED BY

Corporation of the County of Renfrew in respect to Bonnechere Manor

By:

Craig Kelley,
Chief Administrative Officer/Clerk of the
County of Renfrew
I have authority to bind the health service provider.

Date: _____
mm/dd/yyyy

And By:

Peter Emon,
Warden, County of Renfrew
I have authority to bind the health service provider.

Date: _____
mm/dd/yyyy





SENT ELECTRONICALLY

March 15, 2024

Mr. Mike Blackmore
Director of Long-Term Care
Corporation of the County of Renfrew in respect to Miramichi Lodge
470 Albert Street
Renfrew, ON K7V 4L5
Email: MBlackmore@countyofrenfrew.on.ca

Dear Mr. Blackmore,

Re: CCA s. 22 Notice and Extension of Long-Term Care Home Service Accountability Agreement ("Extending Letter")

The *Connecting Care Act, 2019* ("CCA") requires Ontario Health ("OH") to notify a health service provider when OH proposes to enter into, or amend, a service accountability agreement with that health service provider.

OH hereby gives notice and advises Corporation of the County of Renfrew in respect to Miramichi Lodge (the "HSP") of OH's proposal to amend each long-term care home service accountability agreement (as described in the CCA) currently in effect between OH and the HSP (each "SAA").

Subject to the HSP's acceptance of this Extending Letter, each SAA will be amended with effect on March 31, 2024, as set out below. All other terms and conditions of each SAA will remain in full force and effect.

The terms and conditions in each SAA are amended as follows:

- 1) **Term** – In section 2.1, "March 31, 2024" is deleted and replaced by "March 31, 2025".
- 2) **Schedules** – The Schedules in effect on March 31, 2024, shall remain in effect until March 31, 2025, or until such other time as may be agreed to in writing by OH and the HSP.

Unless otherwise defined in this letter, all capitalized terms used in this letter have the meanings set out in each SAA.

Please indicate the HSP's acceptance and agreement to the amendments described in this Extending Letter by signing below and returning one scanned copy of this letter by e-mail no later than the end of business day on **March 28, 2024** to: OH-East_Submissions@ontariohealth.ca.

CCA s. 22 Notice and Extension of Long-Term Care Home Service Accountability Agreement
("Extending Letter")

The HSP and OH agree that the Extending Letter may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature.

Should you have any questions regarding the information provided in this Extending Letter, please contact Marcia Codougan-Providence, Lead, Performance, Accountability and Funding Allocation at marcia.codougan-prov@ontariohealth.ca or at 647.953.5133.

Sincerely,



Wilfred Cheung
Interim Chief Regional Officer, Toronto and East

c: Peter Emon, Warden, County of Renfrew, Corporation of the County of Renfrew
Eric Partington, Vice President, Performance, Accountability and Funding Allocation, Ontario Health East
Tunde Igli, Director, Performance, Accountability and Funding Allocation, Ontario Health East
Marcia Codougan-Providence, Lead, Performance, Accountability and Funding Allocation, Ontario Health East

Signature page follows

CCA s. 22 Notice and Extension of Long-Term Care Home Service Accountability Agreement
("Extending Letter")

AGREED TO AND ACCEPTED BY

Corporation of the County of Renfrew in respect to Miramichi Lodge

By:

Craig Kelley,
Chief Administrative officer/ Clerk of the
County of Renfrew
I have authority to bind the health service provider.

Date: _____
mm/dd/yyyy

And By:

Peter Emon,
Warden, County of Renfrew
I have authority to bind the health service provider.

Date: _____
mm/dd/yyyy



COUNTY OF RENFREW

BY-LAW NUMBER 48-24

**A BY-LAW TO AMEND BY-LAW 60-23 BEING A BY-LAW AUTHORIZING THE WARDEN AND CLERK
TO EXECUTE AN “EXTENDING LETTER” FOR THE MULTI-SECTOR SERVICE ACCOUNTABILITY
AGREEMENT WITH ONTARIO HEALTH FOR THE SENIOR/ADULT DAY PROGRAM**

WHEREAS Sections 8, 9 and 11 of the Municipal Act, 2001, S.O. 2001 as amended, authorizes Council to enter into agreements;

WHEREAS the County of Renfrew deems it desirable to enter into an amended agreement with Ontario Health by signing the “Extending Letter” for the Multi-Sector Service Accountability Agreement (M-SAA) from March 31, 2024 until March 31, 2025 for the continuation of 100% funding for the Bonnechere Manor Senior/Adult Day Programs;

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. The amended agreement marked as Schedule “I” attached to and made part of this by-law shall constitute an amended agreement between the Corporation of the County of Renfrew and Ontario Health for the “Extending Letter” to the MSAA.
2. That the Warden and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That this by-law shall come into force and take effect upon the passing thereof.

READ a first time this 27th day of March, 2024.

READ a second time this 27th day of March, 2024.

READ a third time and finally passed this 27th day of March, 2024.

PETER EMON, WARDEN

GWEN DOMBROSKI, CLERK



SENT ELECTRONICALLY

March 13, 2024

Mr. Mike Blackmore
Director of Long-Term Care
Corporation of the County of Renfrew
470 Albert Street
Renfrew, ON K7V 4L5
Email: MBlackmore@countyofrenfrew.on.ca

Dear Mr. Blackmore,

Re: CCA s. 22 Notice and Extension of Multi-Sector Service Accountability Agreement (“Extending Letter”)

The *Connecting Care Act, 2019* (“CCA”) requires Ontario Health (“OH”) to notify a health service provider when OH proposes to enter into, or amend, a service accountability agreement with that health service provider.

OH hereby gives notice and advises Corporation of the County of Renfrew (the “HSP”) of OH’s proposal to amend each multi-sector service accountability agreement (as described in the CCA) currently in effect between OH and the HSP (each “SAA”).

Subject to the HSP’s acceptance of this Extending Letter, each SAA will be amended with effect on March 31, 2024, as set out below. All other terms and conditions of each SAA will remain in full force and effect.

The terms and conditions in each SAA are amended as follows:

- 1) **Term** – In section 2.1, “March 31, 2024” is deleted and replaced by “March 31, 2025”.
- 2) **Schedules** – The Schedules in effect on March 31, 2024, shall remain in effect until March 31, 2025, or until such other time as may be agreed to in writing by OH and the HSP.

Unless otherwise defined in this letter, all capitalized terms used in this letter have the meanings set out in each SAA.

Please indicate the HSP’s acceptance and agreement to the amendments described in this Extending Letter by signing below and returning one scanned copy of this letter by e-mail no later than the end of business day on **March 28, 2024** to: OH-East_Submissions@ontariohealth.ca.

The HSP and OH agree that the Extending Letter may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature.

CCA s. 22 Notice and Extension of Multi-Sector Service Accountability Agreement ("Extending Letter")

Should you have any questions regarding the information provided in this Extending Letter, please contact Navid Nabavi, Lead, Performance, Accountability and Funding Allocation at Navid.Nabavi@ontariohealth.ca or at 437.290.3943.

Sincerely,



Wilfred Cheung
Interim Chief Regional Officer, Toronto and East

c: Peter Emon, Warden, County of Renfrew, Corporation of the County of Renfrew
Eric Partington, Vice President, Performance, Accountability and Funding Allocation, Ontario Health East
Paul Caines, Director, Performance, Accountability and Funding Allocation, Ontario Health East
Navid Nabavi, Lead, Performance, Accountability and Funding Allocation, Ontario Health East

Signature page follows

CCA s. 22 Notice and Extension of Multi-Sector Service Accountability Agreement ("Extending Letter")

AGREED TO AND ACCEPTED BY

Corporation of the County of Renfrew

By:

Craig Kelly,
Chief Administrative Officer/ Clerk of the County of Renfrew
I have authority to bind the health service provider.

Date: _____
mm/dd/yyyy

And By:

Peter Emon,
Warden, County of Renfrew
I have authority to bind the health service provider.

Date: _____
mm/dd/yyyy

