

APPENDIX E

CONFIDENTIALITY AGREEMENT

1. During, and after the termination of, my employment or retention by the Host Hospital at the following Host Hospital (insert name of Host Hospital):
_____, I shall not disclose to any person or entity any Confidential Information or use any Confidential Information, or cause such Confidential Information to be disclosed or used, except,
 - a) as required by my job specification or functions at the Host Hospital; or
 - b) with the prior written authorization of the Director, Emergency Health Services Branch (the "Director"), Ministry of Health and Long-Term Care (the "Ministry"); or
 - c) with respect to disclosure, as is required by law.
2. In this Confidentiality Agreement, "Confidential Information" means information that comes within either section 2(a) or section 2(b):
 - a) information, material, data and items, in any form or format and whether written or oral or otherwise transcribed ("information"), that,
 - (i) is related in any way to the business or activities of the Host Hospital; and
 - (ii) is not generally available to the public; and,
 - (iii) if disclosed or used by me, in breach of section 1, could result in any kind of prejudice, loss or damage to the Ministry, the Government of Ontario, or to any person or entity to whom the information relates, or could give the person or entity to whom the Confidential Information is disclosed an improper or unfair advantage or benefit;
 - b) the following information, acquired by me during the course of my employment or retention by the Host Hospital:
 - (i) "personal information", as defined under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31;
 - (ii) "personal health information", as defined under the *Personal Health Information Protection Act, 2004*; and
 - (iii) "quality of care information", as defined under the *Quality of Care Information Protection Act, 2004*.

3. Except as otherwise provided above, Confidential Information does not include information that,
- a) is known to the public at the time such information is made available to me other than through any breach by me of this Confidentiality Agreement;
 - b) becomes known to the public only after the time such information is made available to me other than through any breach by me of this Confidentiality Agreement.

By signing this Confidentiality Agreement, below, I confirm that I fully understand the terms of the Confidentiality Agreement and agree that I will abide by all such terms.

Employee's signature

Print Name and Position of Employee

Date

Witness's signature

Print Witness's name