

## Treatment Agreement

I understand that I will be receiving a medical document from Avail Cannabis., and their affiliated physician(s) which will authorize me access to medical cannabis for medical purposes from a Licensed Producer under the Cannabis Act. I agree to the following:

- I will not seek to obtain a medical document to authorize me to purchase cannabis from any other physician during the period for which the medical document which the physician has authorized or unless I have selected another doctor or nurse practitioner to continue my care.
- I will utilize medical cannabis as authorized in the medical document and I will not use the cannabis in larger amounts or more frequently than is authorized in the document;
- I will not give or sell the prescribed cannabis to anyone else, including family members;
- I will only obtain, purchase, acquire or get my medical cannabis from the Licensed Producer that the medical document has been submitted to, on my behalf;
- I will store the cannabis in a safe place out of the reach of children;
- Avail Cannabis., and their affiliated physician(s) has my permission and consent to inquire about my purchasing history with my Licensed Producer to ensure compliance with the treatment plan and prevent any risk from acquiring from an illegal source;
- I am aware that using THC (tetrahydrocannabinol) in cannabis can increase risk of psychosis with a predisposed disorder, cannabis addiction, dependency, poor school or work performance and neurodevelopment deficiencies with chronic cannabis abuse, anyone under the age 25yrs old and/or pregnant;
- I agree to communicate with Avail Cannabis., and their affiliated physician(s) about any altered mental status or possible medical side effects of the use of cannabis;
- I accept full responsibility for any and all risks associated with the use of cannabis including but not limited to smoking, consumption in the workplace, and any illegal use of cannabis;
- I further understand that the consulting physician will not necessarily be assuming care for me. He/She will, however, assess and evaluate the appropriateness of my request to use medical cannabis to assist in treating the conditions and associated symptoms that I believe; from my own personal experience, medical cannabis to be helpful in treating.

- I accordingly confirm that the assessing physician will be my medical practitioner for the sole purpose of medical cannabis authorization and/or prescriptions.
- I agree not to make any claim or commence any legal proceedings against the assessing physician, his/her practice, my family physician or Avail Medical Clinics and any other involved physicians (such as specialists) in relation to:
  - a) my use of cannabis as a medicine; and
  - b) my Application or, prescription for possessing, obtaining and using medical cannabis.
- I am aware that Avail Cannabis., and their affiliated physician(s) may discontinue authorizing cannabis for my condition if the medical or mental health risk or side effects are too high;
- I agree to see a specialists or therapists about my condition at my prescribing physician's request;
- I understand using medical cannabis while under the influence of alcohol is not recommended;
- In the event of overdose, I agree to call 911 for help and I am to lie down, relax, and rest until help arrives. Furthermore, I am advised to contact Avail Cannabis., and their affiliated physician(s) to update the history of events for reassessment considerations and complete an adverse reaction report to Health Canada on my behalf;
- I agree to avoid driving a vehicle or operating heavy machinery for at least several hours after the use of THC cannabis, and for longer if I feel any persistent negative effects on my ability to drive;
- I understand the efficacy of medical cannabis may vary widely depending on the individual and my objective will not be to assume 100% symptom relief;
- I am aware that Avail may from time to time, utilize the assistance of a third party contractor to qualify, bill, process and ship any devices that may be covered by Blue Cross

I understand the terms of this treatment agreement and if I am in violation of any of these terms of agreement, Avail Cannabis., and their affiliated physician(s) can and will refuse to provide any future medical authorization(s) to purchase medical cannabis.

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# Privacy Agreement

Avail Cannabis

## Privacy Policy

### Purpose:

To identify how Avail Medical (Avail) manages the collection, use and disclosure of personal health information (PHI), ensuring privacy, confidentiality and security of client information, in compliance with the provisions outlined in the Personal Health Information Protection Act (PHIPA), 2004 and related legislation and standards.

### Policy:

Avail is committed to protecting the privacy, confidentiality and security of all PHI to which it is entrusted and is committed to ensuring that staff and agents of the organization uphold this obligation. Avail is a Health Information Custodian (HIC) and collects, uses, and discloses personal information in accordance with PHIPA. Avail will also act in accordance with the Canadian Standards Association's (CSA) ten Principles of Fair Information Practices to protect their client's right to privacy of their personal information. Avail will respond and follow up accordingly to all privacy/confidentiality violations and breaches.

### Principles:

#### *Principle 1- Accountability*

Avail is responsible for the personal health information it holds and/or transfers to a third party for processing. This includes any third party contractors for processing Blue Cross related medical devices or other related services. Avail has a designated Privacy Officer who is accountable for standards and policies.

#### *Principle 2 – Identifying Purposes*

Avail must make clear all purposes for which information is being collected and must be able to explain to individuals the purposes for which the information is being collected. If the information is to be used for any new purpose consent must be obtained before making the new use. Avail patients agree to have Avail Medical sign on their behalf and process licensed producer registration forms on behalf of the patient which reduces errors and processing times.

#### *Principle 3 – Obtain Consent for the Collection, Use and Disclosure of Personal Information*

Informed consent is required for the collection of information and renewed consent is necessary if the information is to be passed on or used for purposes not specified in the original consent. Avail must inform the individual in a meaningful way of the purposes for the collection, use and disclosure of the personal information.

#### *Principle 4 – Limiting Collection of Personal Information*

The collection of personal information shall be limited to that which is necessary for the purposes identified by Avail. Information will be collected by fair and lawful means. However, PHIPA states: A health information custodian may disclose personal health information about an individual if the custodian

believes on reasonable grounds that the disclosure is necessary for the purpose of eliminating or reducing a significant risk of serious bodily harm to a person or group of persons. 2004, c.3, Sched. A, s. (40(1)). It is recommended to disclose information via fax, if available.

#### *Principle 5 – Limiting Use, Disclosure, and Retention of Personal Information*

Personal information will not be used or disclosed for purposes other than those for which it was collected, except with the consent of the client or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of those purposes. Personal health information will be maintained in the strictest confidence and is not to be shared with any unauthorized person. Staff must avoid using personal health information in any area where it may come to the attention of someone who is not entitled to receive such information.

#### *Principle 6 – Accuracy of Personal Information*

Personal information shall be as accurate, complete, and up to date as is necessary for the purposes for which it is to be used.

Data Collection disclaimer. Patient agrees that all data to be provided to Avail Medical pursuant to this Agreement can be shared in a form that does not disclose the identity or name of any patient or other patient-identifying information such as address, telephone number or email address. Patient acknowledges that the data to be supplied to Avail Medical pursuant to this Agreement can be used to support verification of the medical document and/or for Avail Medical research purposes which includes improving treatment outcomes and/or the role of medical cannabis in potentially improving quality of life of Avail medical patients. Avail Medical shall consistently anonymize this information in unique ways which restricts any sharing of personal information other than basic anonymized information for research purposes. This anonymized information is never shared with the public other than in a research publication and is protected under PHIPA 2004

#### *Principle 7 – Safeguards for Personal Information*

Personal Information shall be protected by security safeguards appropriate to the sensitivity of the information. The security safeguards protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. Avail will protect personal information regardless of the format in which it is held.

#### *Principle 8 – Openness about Personal Information*

Avail shall make readily available to individuals, specific information about its policies and practices relating to the management of personal information. Avail will be open about its policies and procedures with respect to the management of personal information. Clients will be able to acquire information about its policies and procedures without unreasonable effort. This information will be made available in a form that is understandable.

#### *Principle 9 – Individual Access to their Personal Information*

Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of that information and have it amended as appropriate.

#### *Principle 10-Challenging Compliance*

An individual shall be able to address a challenge concerning compliance with the above principles to the Privacy Officer who is accountable for the organization's compliance.

## **Violations**

Violations to privacy and confidentiality may include, but are not limited to:

- Accessing personal or organizational information that is not required for work/placement/volunteering purposes
- Using or disclosing personal/organizational information (verbally, through the computer system, or in hard copy) without proper authorization
- Misdirecting PHI
- Altering personal information of clients or other employees
- Disclosing your user name and password to another person

## **Privacy Breaches**

A contravention of PHIPA or privacy standards, or compromised personal information of an employee, constitutes a privacy breach and must be reported immediately. All Avail employees are responsible for reporting privacy breaches immediately upon becoming aware. The Privacy Officer is automatically notified of any privacy breach report.

## **Privacy Policy for Telemedicine**

### **An overview of your Telemedicine Appointment**

A telemedicine appointment is unique in that you see and speak with our team through a secure web link sent by Avail, to you. You get to choose a time that's best for you and in a place that is relaxed and comfortable for you, saving on travel costs and time.

Just like a regular doctor's appointment, your telemedicine visit will be private and confidential. It can only be seen and heard by the health care professionals involved.

### **Protecting Your Privacy**

We are committed to protecting your personal health information through your telemedicine appointment consistent with the requirements of the Personal Health Information Protection Act, 2004. The Personal Health Information Protection Act, or PHIPA is a provincial law that sets out the rules for health care providers to collect, use and share your personal health information. This law also gives you the right to ask to see and ask for changes to your personal health information if the information is inaccurate or incomplete.

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and administrative procedures to safeguard and secure the information we collect.

Telemedicine uses a variety of physical, administrative and technical methods to protect your personal health information. These include: privacy and security-trained staff, locked drawers and filing cabinets; and a secure encrypted private network.

By agreeing to a telemedicine appointment, you give your permission for us to release your personal health information to those involved with your care. You can withdraw your permission at any time before or even during your telemedicine appointment.

We continually monitor, review and update our practices to ensure the privacy and security of confidential information on the network.