



Office of the
Saskatchewan Information
and Privacy Commissioner

INVESTIGATION REPORT 277-2025

Saskatchewan Workers' Compensation Board

August 28, 2026

Summary:

The Complainant alleged the Saskatchewan Workers' Compensation Board (WCB) disclosed their personal information without authority to their employer, to Bridges Health, to Calibrate Health, and to an unidentified third party.

The Commissioner found that:

- (1) The disclosures to the Complainant's employer, to Bridges Health, and to Calibrate Health were authorized under *The Freedom of Information and Protection of Privacy Act*, and the allegations of a privacy breach are unfounded; and
- (2) There is insufficient evidence to conclude that any personal information was disclosed to an unidentified third party. This allegation of privacy breach to an unidentified third party is unfounded.

The Commissioner recommended that WCB take no further action.

I BACKGROUND

- [1] The details of this alleged privacy breach are vague because of the limitations surrounding the Complainant's abilities to work with the Intake Officers of the Office of the Saskatchewan Information and Privacy Commissioner (OIPC). For an unknown reason, the Complainant was very unforthcoming and unwilling to supply information to this office. As a result, a rudimentary understanding of the complaint involved a great deal of background investigation on the part of this office. At best, we understand that sometime before June 9, 2025, the Complainant believed that their privacy was breached as the result

of an unauthorized disclosure of the Complainant's personal health information to the Complainant's employer. The Complainant complained to the Saskatchewan Workers' Compensation Board (WCB) Privacy Office and on June 9, 2025, WCB replied to the Complainant by email:

As stated, I did not find any notes on your claim file indicating that the dates and times of your doctor's appointment were shared with your employer. However, there are notes documenting discussions with your employer about developing a return-to-work plan and potential job modifications based on your physiotherapist's recommendations.

- [2] On August 1, 2025, the Complainant emailed WCB to request that the WCB Privacy Office respond further with respect to the alleged privacy breach.
- [3] On August 6, 2025, a WCB Privacy Officer responded to the Complainant via email. In the message, the WCB Privacy Officer indicated the complaint was still open because the WCB Privacy Officer had requested additional information from the Complainant in order to conduct an internal investigation, but the Complainant had not complied with the request.
- [4] On October 21, 2025, the Complainant forwarded a screenshot of the above portion of the June 9, 2025 email message from WCB to OIPC. The Complainant alleged that their medical records were disclosed by WCB to their employer without authorization.
- [5] On October 31, 2025, OIPC attempted to clarify the Complainant's concern via email, to which the Complainant replied the same day, as follows:

rec iv sent into you shows the WCB privacy was breach. The other information sent in shows wcb sending private information out to 3rd parties. With out reasons

- [6] On November 3, 2025, the Complainant emailed OIPC a message with attachments, for which their covering email stated:

...this would be about the first time my information was given out without good reason.

[7] Attached to the November 3, 2025 email message was an array of digital images, of which only the two following images appeared to bear some potential relevance to the Complainant's allegations:

- A single digital image of the two-page June 9, 2025 email correspondence between the Complainant and the WCB Privacy Officer, already noted above; and
- Three digital images that appear to be three cell phone screenshots of what may be an email message. While no sender or recipient information was evident within the screenshots, the context of the communication did involve WCB.

[8] On November 6, 2025, OIPC confirmed receipt of the materials provided by the Complainant. On November 7, 2025, the Complainant provided express consent for OIPC to make further inquiries with WCB with respect to the alleged privacy breach. Subsequently, on numerous occasions from December 2025 through March 2026, OIPC engaged in correspondence with WCB to clarify its understanding of the Complainant's allegations. It emerged that the Complainant believed that WCB had breached their privacy by unauthorized disclosure of their personal health information to four separate entities:

- 1) The Complainant's employer;
- 2) Bridges Health;
- 3) Calibrate Health; and
- 4) An unidentified third party.

[9] On May 22, 2026, OIPC provided a notice of investigation to WCB and the Complainant. The notice stated that the focus of the investigation was whether an unauthorized disclosure of the Complainant's personal health information was made by WCB to the Complainant's employer and to the third parties.

[10] On June 19, 2026, WCB provided OIPC with a submission. The Complainant provided the barest of details which we will see did not substantiate the allegation and did not provide a submission.

II DISCUSSION OF THE ISSUES

1. Jurisdiction

a. Is FOIP engaged in this matter?

[11] WCB qualifies as a “government institution” pursuant to section 2(1)(d)(ii) of *The Freedom of Information and Protection of Privacy Act (FOIP)*¹ and section 3 and PART I of the Appendix of *The Freedom of Information and Protection of Privacy Regulations (FOIP Regulations)*.² FOIP is engaged and OIPC has jurisdiction under PART IV of FOIP to undertake this investigation.

b. Is HIPA engaged in this matter?

[12] The presence of three elements engages *The Health Information Protection Act (HIPA)*:³

- (1) A trustee;
- (2) Personal health information; and
- (3) The personal health information is in the custody or control of the trustee.

[13] WCB qualifies as a trustee pursuant to section 2(1)(t)(i) of HIPA.

[14] The Complainant contends that WCB disclosed “dates and times of [their]⁴ doctor’s appointment” to their employer and “medical records” to third parties without authority.

¹ [*The Freedom of Information and Protection of Privacy Act*](#), SS 1990-91, c F-22.01, as amended.

² [*The Freedom of Information and Protection of Privacy Regulations*](#), RRS c F-22.01, Reg 1, (April 1, 1992), as amended.

³ [*The Health Information Protection Act*](#), SS 1999, c. H-0.021, as amended.

⁴ The use of square brackets in this Investigation Report are amendments by OIPC to preserve the identity of the Complainant.

This information would qualify as “personal health information” under section 2(1)(m)(i) of *HIPA*, which provides:

2(1) In this Act:

...

(m) “**personal health information**” means, with respect to an individual, whether living or deceased:

(i) information with respect to the physical or mental health of the individual;

[15] Because the Complainant is a claimant on file with WCB, WCB acknowledged custody and control of the Complainant’s personal health information. The Complainant’s personal health information was collected and is held in custody pursuant to the governing legislation: *The Workers’ Compensation Act, 2013 (WCA)*.⁵ To have “custody” means that a trustee has physical possession of the records including a measure of control over them. To have “control” means having the authority to manage the records, such as providing for their storage, restricting and regulating their use, all within the exercise of a measure of control.⁶ WCB stated it collects and has custody/control of personal health information as part of its duty to manage compensation files for eligible injured workers.

[16] OIPC finds that *HIPA* is engaged and that OIPC has jurisdiction to undertake this investigation under the jurisdiction afforded by *HIPA*. This Investigation Report will involve a discussion of the interaction between section 24(1.2) of *FOIP* and section 4(4)(h) of *HIPA* in the authorized disclosure of a WCB worker’s information under the jurisdiction of *WCA*.

[17] Ultimately, *FOIP* has primary jurisdiction. Section 24(1.2) of *FOIP* provides that personal health information in the possession or under the control of WCB is personal information under *FOIP* as follows:

⁵ [*The Workers’ Compensation Act, 2013*](#), SS 2013, c.W-17.11, as amended.

⁶ OIPC [Investigation Report 293-2024](#) at paragraph [12].

Interpretation

24(1.2) Personal health information in the possession or control of the Workers' Compensation Board is personal information for the purposes of this Act.

- [18] Section 4(4)(h) of *HIPA* provides that PARTS II, IV and V of *HIPA* do not apply to personal health information collected for the purposes of *WCA*. The combined effect of sections 4(4)(h) and 4(6) of *HIPA* provide that *FOIP* has supremacy as the legislation in this case:

Act prevails

4(4) Subject to subsections (5) and (6), Parts II, IV and V of this Act do not apply to personal health information obtained for the purposes of:

...
(h) *The Workers' Compensation Act, 2013*;

...
(6) *The Freedom of Information and Protection of Privacy Act* and *The Local Authority Freedom of Information and Protection of Privacy Act* apply to an enactment mentioned in subsection (4) unless the enactment or any provision of the enactment is exempted from the application of those Acts by those Acts or by regulations made pursuant to those Acts.

- [19] The only part of *HIPA* that would need to be considered if a breach was confirmed is Part III: the duty of a trustee to protect personal health information in its custody. This “duty to protect” mirrors the protection offered by the privacy provisions within *FOIP*. Because the personal health information of the Complainant is engaged via the Complainant's engagement with WCB, the statute of prime application in this matter is *FOIP* because of the interaction between the provisions of sections 4(4)(h) and 4(6) of *HIPA* and section 24(1.2) of *FOIP*. The obvious conclusion is that the personal health information in this matter is treated as personal information under *FOIP*.

2. Did a privacy breach occur?

- [20] A privacy breach occurs when personal information and/or personal health information is collected, used and/or disclosed without authority under *FOIP* and/or *HIPA*. A privacy

breach can also occur when personal information/personal health information is not appropriately safeguarded pursuant to section 24.1 of *FOIP* and section 16 of *HIPA*.

[21] To determine if a privacy breach has occurred, OIPC must first determine if personal information or personal health information is involved. If so, then OIPC must determine if the personal information and/or personal health information was collected, used and/or disclosed without authority under *FOIP* and/or *HIPA*.

[22] Neither *FOIP* nor *HIPA* defines the term “disclosure”. OIPC has defined “disclosure” as the sharing of personal information with a separate entity, not a division or branch of the public body in possession or control of that record/information.⁷

[23] Government institutions must be careful to only collect, use and disclose personal information in accordance with the provisions of *FOIP*. Needless to say, the collection, use and/or disclosure of personal information without authority under *FOIP* is a privacy breach. Section 29(1) of *FOIP* provides the following regarding the disclosure of personal information:

Disclosure of personal information

29(1) No government institution shall disclose personal information in its possession or under its control without the consent, given in the prescribed manner, of the individual to whom the information relates except in accordance with this section or section 30.

[24] In the present case, the Complainant claims that WCB disclosed, without authority:

- Details of their medical appointments to their employer;
- Details about their employment and their WCB claim to Bridges Health;
- Details about their employment and their WCB claim to Calibrate Health;
and
- “Medical records” to an unidentified third party.

⁷ *Ibid*, at paragraph [20].

- [25] WCB is of the view that no unauthorized disclosures occurred, maintaining that at all times it has disclosed the Complainant's personal information in accordance with the provisions of *FOIP*. What follows is an examination of the four allegations of unauthorized disclosures, as lodged by the Complainant.

The Complainant's employer

- [26] In the submission, WCB acknowledged communications with the Complainant's employer but argued that those communications were authorized by law:

On May 22, 2025, WCB had a high-level discussion with the employer regarding the Complainant's work availability and claim status in the course of administering their claim.

The information shared with the employer included the period during which the Complainant would be off work, which was based on medical information on file. A general reference to testing during that period was also provided.

The information provided did not include specific appointment dates, scheduling details, diagnosis, clinical findings or detailed treatment information.

This disclosure was made for the purpose of claim administration, including return-to-work planning and explaining the worker's absence and entitlement to time-loss benefits.

The disclosure is directly related to the purpose for which the information was collected and constitutes a consistent disclosure under section 29(2) (a) of *FOIP*. This is a disclosure that the Complainant would reasonably expect in the circumstances.

[Emphasis added]

- [27] Sections 51 and 53 of *WCA* state:

Duties of worker

51 A worker shall:

- (a) take all reasonable action to mitigate the worker's loss of earnings resulting from an injury; and

(b) if the circumstances require, co-operate with the board in the development of a rehabilitation plan that is intended to return the worker to a position of independence in suitable productive employment.

...

53 An employer shall co-operate with the board and the worker to achieve the early and safe return of an injured worker to his or her employment.

[Emphasis added]

[28] It is undisputed that both the worker and the employer share responsibilities to collaborate with WCB to facilitate a return-to-work plan that accounts for the injured worker's particular circumstances.

[29] Section 29(2)(a) of *FOIP* confirms that the actions of WCB involved authorized disclosure in this as:

Disclosure of personal information

29(2) Subject to any other Act or regulation, personal information in the possession or under the control of a government institution may be disclosed:

(a) for the purpose for which the information was obtained or compiled by the government institution or for a use that is consistent with that purpose;

[30] In addition to the above, we note that section 29(2)(i)(i) of *FOIP* provides a government institution with the authority to disclose personal information in its possession or under its control for the purpose of complying with another Act.

[31] When a worker makes a claim, WCB has a duty to disclose relevant information to the employer based on the circumstances of the case and to facilitate a return-to-work plan. WCB must disclose that which is reasonably necessary to facilitate the return-to-work plan. In this case, WCB asserted that it provided only the information that an employer would "need-to-know" and so the disclosure was authorized by *FOIP*. The Complainant claimed WCB provided their employer "dates and times of [their] doctor's appointment", but the Complainant did not provide any evidence of such and WCB has disputed this claim.

- [32] The only logical conclusion in this case is that WCB disclosed the Complainant's personal information according to the legislative scheme provided by *FOIP* and this allegation of a privacy breach is unfounded.

Bridges Health and Calibrate Health

- [33] WCB asserted that it notified the Complainant of, and facilitated referrals to, two third parties in an effort to comply with section 19(1)(b) and (c) of *WCA*, which requires WCB to arrange for medical aid, treatment, and rehabilitation services for injured workers. Sections 19(1)(b) and (c) of *WCA* state:

Duties of board

19(1) The board shall:

...

(b) arrange to provide any medical aid or treatment that may be required in the circumstances as a result of injuries to workers;

(c) wherever appropriate, arrange to provide rehabilitation to workers or surviving dependent spouses;

- [34] WCB submitted information to this office with respect to the two referrals on behalf of the Complainant:

[Bridges Health](#), a service provider engaged by WCB to provide return-to-work support and related services for injured workers.

- On July 21, 2025, WCB notified the Complainant that there was a referral to Bridges Health to identify support for return-to-work planning.
- On July 28, 2025, WCB completed the referral process.
- WCB provided OIPC a screenshot forwarded by the Complainant that appears to confirm that Bridges Health contacted the Complainant via email. A time stamp for the message is not visible, but the date "JULY 28 2025" was included in the email subject line. The screenshot captures a Bridges Health staff member inviting the Complainant to review and sign "enclosed consent forms". This correspondence appears to be the impetus for the Complainant's allegation of a privacy breach. OIPC

draws this conclusion based on an email the Complainant sent to the WCB Privacy Office on July 29, 2025, which stated:

Just got told list what was sent to a third party with out my consent...

Calibrate Health, another service provider engaged by WCB to provide return-to-work support and related services for injured workers.

- On August 14, 2025, WCB notified the Complainant that it was referring them to Calibrate Health for a multidisciplinary assessment to support return-to-work planning.
- On August 27, 2025, WCB completed the referral process.
- WCB provided OIPC a copy of a letter from Calibrate Health that confirmed that, on August 29, 2025, the Complainant had agreed to a multidisciplinary assessment scheduled on September 8, 2025. It appears that Calibrate Health contacted the Complainant on the same date. OIPC has no basis for concluding what motivated the Complainant to lodge a privacy breach complaint regarding the referral to Calibrate Health.

[35] In the submission, WCB asserted:

The referral was completed through a standard referral process, indicating that the disclosure was structured and limited to the information required for that purpose.

The Complainant's complete claim file and medical records were not provided to Bridges Health [or Calibrate Health]. The information disclosed was limited to what was necessary to facilitate the referral and enable Bridges Health [and Calibrate Health] to carry out its role, consistent with data minimization and need-to-know principles.

[36] As established earlier in this Investigation Report, sections 29(2)(a) and (i)(i) of *FOIP* allow for a government institution to disclose personal information for the purposes noted. As such, that these two disclosures to third parties were authorized by *FOIP* and they were referrals that the Complainant could reasonably expect in the circumstances. OIPC concludes that this allegation of a privacy breach is unfounded.

An unidentified third party

- [37] On February 10, 2026, the Complainant contacted WCB to express concern that they had received a telephone call from what the Complainant referred to as a “clinic”. The Complainant expressed their concern to this office as follows:

...wcb had given information to a place Alberta 3rd party. Most recent is rec i sent in showing someone using my phone number to get file information. Even tho my call had nothing do with my file

- [38] The Complainant provided no evidence to substantiate this allegation. Once again, this portion of the investigation is almost wholly informed by materials provided by WCB. What follows is an excerpt from notes taken by a WCB staff member in relation to the February 10, 2026 telephone call with the Complainant about this particular concern:

...[They] then kept asking me why the clinic called [them] then to confirm today, as [they] got a call from the clinic ... [They] had a (403) number and I advised that this would be in Alberta, so this was not us. [They were] convinced that [they] got a call from a clinic in AB in the past. I advise that [they live] in [location name redacted] so we would not arrange [their] MDA in AB.

- [39] In the submission, WCB asserted:

A subsequent review of the claim file, related records, and internal notes did not identify any referral, submission, or disclosure of the Complainant’s information to an Alberta-based provider.

- [40] Based on the above and a lack of any persuasive evidence from the Complainant to the contrary, OIPC concludes that this allegation of a privacy breach is unfounded.

III FINDINGS

- [41] OIPC has jurisdiction to conduct this investigation under PART IV of *FOIP*.

- [42] *HIPA* is engaged and that OIPC has jurisdiction to undertake this investigation under the jurisdiction afforded by *HIPA*.

[43] The disclosures to the Complainant's employer, to Bridges Health, and to Calibrate Health were authorized under *FOIP* and the allegations of a privacy breach are unfounded.

[44] There is insufficient evidence to conclude that any personal information was disclosed to an unidentified third party. This allegation of privacy breach to an unidentified third party is unfounded.

IV RECOMMENDATION

[45] I recommend that WCB take no further action.

Dated at Regina, in the Province of Saskatchewan, this 28th day of August, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner