

MSP DIRECT ACCESS TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 Unless the context requires otherwise, capitalized terms used in this Agreement will have the following meaning:
- (a) **“Administer MSP”** means to administer Medical Services Plan (MSP) premium arrangements, and **“MSP Administration”** will have a similar meaning;
 - (b) **“Approved User”** means any individual authorized by the Applicant to access Data on behalf of Applicant;
 - (c) **“Authorized Site”** means the address set out in section 2 of the Cover Sheet;
 - (d) **“Data”** means any information or records, including Personal Information, that is obtained by the Applicant from the Service, or provided by the Applicant to the Service, including through any organization that may Administer MSP on the Applicant’s behalf;
 - (e) **“Delegator”** means another organization that has entered an agreement with the Province, substantially in the form of this Agreement, that specifies the Applicant as the person who will Administer MSP on that organization’s behalf;
 - (f) **“Digital Certificates”** means the digital certificate(s) issued by the Province to the Applicant to facilitate the Applicant’s access to and use of the Service;
 - (g) **“MSP Direct”** means the Province’s information service that allows group plan administrators to maintain accounts for which they hold billing responsibilities. MSP Direct is available to employers and organizations responsible for Medical Services Plan (MSP) coverage administration;
 - (h) **“Personal Information”** means personal information as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (i) **“Service”** means MSP Direct, including the web interface to MSP Direct and the Pacific Blue Cross software interface to MSP Direct.

2 COLLECTION, USE AND DISCLOSURE OF DATA.

- 2.1 Data provided under this Agreement will be collected, used, retained and disclosed by the Parties in accordance with the *Freedom of Information and Protection of Privacy Act* (British Columbia), the *Medicare Protection Act* (British Columbia) and other applicable laws.

3 INFORMATION ACCURACY

- 3.1 The Applicant will endeavour, at all times, to maintain accurate, complete, and up-to-date Data recorded in the Service.

4 LIABILITY FOR BREACH

- 4.1 The Applicant will be responsible for any breach of this Agreement by the Applicant or its Authorized Users, officers, employees or agents and agrees to pay any and all losses, expenses, costs, including legal costs, and damages arising out of the breach of this Agreement for which it is legally responsible. This obligation will survive the termination of the Agreement and will not detract from any other rights or remedies which the Province may have under this Agreement or otherwise in law or in equity.

5 SECURITY AND PRIVACY

- 5.1 **The Applicant will only install and use Digital Certificates on computers located at the Authorized Site.**
- 5.2 **The Applicant will only access the Service from the Authorized Site.**
- 5.3 The Applicant will ensure that the Data obtained from the Service that is Personal Information is not disclosed to, accessed from, or stored in a location outside of Canada.
- 5.4 The Applicant will maintain the security and confidentiality of the Data obtained from the Service by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal.
- 5.5 The Applicant will only access, use or retain Data for the purpose of MSP Administration.
- 5.6 The Applicant will only access, use or retain Data relating to the following individuals:
- (a) employees of Applicant or a Delegator, provided that section 4 of the Cover Sheet indicates that the Applicant will Administer MSP for employees, and
 - (b) international students enrolled with Applicant or a Delegator, provided that section 4 of the Cover Sheet indicates that the Applicant will Administer MSP for international students.
- 5.7 The Applicant will keep confidential all Data obtained from the Service and will not disclose it to a third party except:
- (a) to the Applicant's Approved Users as necessary to Administer MSP,
 - (b) to a Delegator in relation to an employee or international student of the Delegator, or
 - (c) as otherwise may be required by law or approved in advance and in writing by the Province, provided that where disclosure is required by law the Applicant gives the Province prompt and reasonable notification of such requirement prior to disclosure.
- 5.8 The Applicant will protect the confidentiality of the Digital Certificates and all passwords, encryption keys and user IDs/account(s) assigned by the Province.
- 5.9 All of the obligations in this section 5 will survive the termination of this Agreement.

6 APPROVED USERS

- 6.1 The Applicant will identify to the Province the individual in the Applicant's organization that is responsible for the approval of Approved Users.
- 6.2 The Applicant will maintain appropriate records of its Approved Users, including by keeping all access profiles for Approved Users as current as possible, to reflect changes in users' responsibilities, their employment status and work location.
- 6.3 The Applicant will ensure that confidentiality undertakings, in a format and content that is satisfactory to the Province, have been signed by each Approved User before they are granted Data access.

6.4 The Applicant will limit each individual Approved User's access relevant to their responsibility, authority and role within the Applicant's organization.

6.5 The Applicant will ensure that Approved Users do not share their user IDs and passwords with each other.

7 AUDITS

7.1 The Province may, on 24 hours notice, enter the Applicant's business premises during regular business hours to inspect Applicant's compliance with the terms of this Agreement, including Applicant's information management policies or practices relevant to this Agreement and any records that the Applicant is required to keep under this Agreement.

7.2 Applicant will provide reasonable assistance to the Province to facilitate an inspection under section 7.1 above.

8 UNAUTHORIZED ACCESS OR USE

8.1 Unauthorized access to, modification of, or use of Data by the Applicant or an Authorized User is a fundamental breach of this Agreement and may result in the Province immediately terminating access to Data and, where applicable, referral to the appropriate regulatory body or other authority for investigation and possible legal action.

9 INVESTIGATION AND REPORTING OF UNAUTHORIZED ACCESS OR USE

9.1 The Applicant will notify the Province and provide particulars if:

- (a) it has knowledge of any circumstances, incidents or events which have or may jeopardize the security, confidentiality or integrity of Data, including any unauthorized attempt to access the Service, or
- (b) it does not comply, or anticipates that it will be unable to comply, with a provision of this Agreement in any respect.

9.2 The Applicant will treat any matter described in section 9.1 above as a priority and will immediately investigate the matter and take steps to correct and/or prevent its recurrence, including taking such steps as may be required by the Province.

9.3 For the purposes of section 9.1 above, the Applicant may notify the Province by:

- (a) email to: HLTH.Helpdesk@gov.bc.ca
- (b) verbal report by telephone to: 250-952-1234, or
- (c) facsimile sent to the attention of "Manager, Health Data Access Services" at: (250) 952-1119

10 DISCLAIMER OF WARRANTY

10.1 Access to the Service is provided "as is" without warranty or condition of any kind, whether express or implied. All implied warranties, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby expressly disclaimed. The Province does not warrant the accuracy or the completeness of the Data or that access to the Service will function without error, failure or interruption.

11 HOURS OF OPERATION AND HELP DESK SERVICES

- 11.1 The Applicant may obtain support services in relation to the Service through the Ministry of Health Help Desk by:
- (a) telephone: 250-952-1234, or
 - (b) email: HLTH.Helpdesk@gov.bc.ca
- 11.2 In addition to the scheduled downtimes, the Service may only be available in read-only mode during:
- (a) Weekends and statutory holidays, and
 - (b) Weekdays between 6:00 p.m. and 6:00 a.m. (Pacific Time).
- 11.3 Notwithstanding the foregoing, the Province reserves the right to implement downtimes and read-only access for the Service in its sole discretion.

12 TERMS RESPECTING USE OF WEB INTERFACE

- 12.1 If the Applicant uses the MSP Direct Web Interface (see section 3 of the Cover Sheet) then the following additional terms and conditions apply:
- (a) The Province allows access to its products and services via the internet, and reserves the right to terminate such access if the Province, in its sole discretion, determines that it is being used inappropriately.
 - (b) The Applicant must have access to the internet to use the MSP Direct Web Interface. Minimum hardware and software requirements are specified by the Province during the registration process. During the Term, the Applicant may be required to upgrade hardware or software to a level specified by the Province in order to continue using the MSP Direct Web Interface. The Province will provide at least two months notice regarding any such required upgrades.

13 TERMS RESPECTING DELEGATION OF ADMINISTRATION

- 13.1 If the Applicant has authorized another organization to Administer MSP on its behalf (see section 3 of the Cover Sheet) then the following additional terms and conditions apply:
- (a) The Applicant authorizes the organization named in section 3 of the Cover Sheet (the “**Delegate**”) to Administer MSP on the Applicant’s behalf.
 - (b) The Applicant acknowledges that the Province will allow Delegate and its authorized users to Administer MSP in relation to Applicant’s employees and/or international students, as applicable.
 - (c) If the Delegate’s agreement with the Province respecting the Service expires or is terminated during the Term without being renewed, the Applicant must thereafter either Administer MSP on its own behalf, delegate such administration to another organization, or terminate this Agreement. The Applicant will promptly execute any amendments to this Agreement required to reflect any such changes to its MSP Administration.

14 GENERAL CONDITIONS

- 14.1 Unless otherwise provided herein, all notices in relation to this Agreement will be given in writing, and either personally delivered or sent by mail: to the Applicant's signing authority at the Approved Site address set out in section 2 of the Cover Sheet, or to the Province at following address:

Manager, Health Data Access Services, Ministry of Health
1515 Blanshard Street
Victoria, B.C. V8W 3C8

- 14.2 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 14.3 The Province may amend these Access Terms and Conditions at any time provided that it gives the Applicant at least 90 days advance notice of the amendment (the "**Amendment**") and the date that it is to become effective (the "**Amendment Effective Date**"). If the Applicant does not agree with an Amendment, the Applicant must, at least 30 days before the Amendment Effective Date, deliver notice to the Province terminating this Agreement, which termination will be effective as of the Amendment Effective Date. If the Applicant does not deliver notice terminating the Agreement in accordance with this section, then the Applicant will be deemed to have accepted the Amendment, and the Agreement will be so amended as of the Amendment Effective Date without any further act or formality.
- 14.4 The Parties may update the information on the Cover Sheet of this Agreement by mutual written agreement.
- 14.5 This Agreement replaces any previous agreements between the Parties regarding Data access or Data exchange.

15 TERM OF AGREEMENT AND TERMINATION

- 15.1 This Agreement will come into effect when executed by both Parties and will end on the earlier of the following dates:
- (a) the date that is 5 years from the date that the Province signs this Agreement, or
 - (b) the date the Agreement is terminated in accordance with its terms.
- 15.2 Either Party may terminate this Agreement by providing 90 days prior written notice to the other Party.
- 15.3 The Applicant may terminate this Agreement in accordance with section 14.3 of these Access Terms and Conditions.
- 15.4 If the Applicant fails to comply with this Agreement, the Province may terminate this Agreement at any time in its sole discretion without notice to the Applicant, and pursue other remedies at law or equity as well.