

**MINISTRY OF HEALTH
SOFTWARE SUPPORT ORGANIZATION
SERVICE LEVEL AGREEMENT**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the
Minister of Health
("the Ministry" as "the Province as applicable")
at the following address:**

**Assistant Deputy Minister of Knowledge Management and Technology Division
Ministry of Health
1515 Blanshard St.,
Victoria, British Columbia
V8W 3C8
(250) 952-1234**

AND:

ORGANIZATION NAME: _____

(the "Software Support Organization", "SSO" as applicable)

at the following address:

Street Address: _____
City: _____
Postal Code: _____
Telephone: _____
Fax: _____
E-mail: _____

WHEREAS:

The Software Support Organization ("SSO") desires to be qualified by the province to provide appropriate software products to Participants;

The SSO is compliant with the technical standards required by the province in order to be qualified by the Province to sell software products to Participants;

In consideration of the province evaluating the compliance with the technical standards and approving the software for distribution to customers, and to allow appropriate access to the provincial system, the SSO agrees to enter into this agreement.

The Province provides Participants with access to applications, databases and interfaces;

The SSO provides software products to Participants for the purpose of accessing Ministry of Health applications; and

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The Province and the SSO wish to define the roles and respective responsibilities of the Province and the SSO with respect to data security and confidentiality, compliance to standards and technical support services to be provided by each;

THEREFORE the Province and the SSO agree as follows:

SECTION 1

DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires, the following definitions will apply:

Appropriate access	Access authorized by the Province within the context of this Agreement to perform the agreed upon functions.
Compliance Standards	The Compliance Standards define the minimum requirements for local software to be considered compliant with professional requirements established by the appropriate governing body as well as functional requirements established by organizations within the Ministry of Health. The term Compliance Standards refers to the applicable – “Ministry of Health Professional and Software Compliance Standards” version in effect from time to time.
Customer	A person to whom the Software Support Organization has provided software for the purpose of accessing Ministry of Health applications, databases and interfaces.
Data	Refer to Information.
Help Desk	Technical and business support service offered by a Participant, a Software Support Organization, or the Province.
HNSecure	The Ministry’s security product to be used to access Ministry of Health services via the Internet.
Information	The data in context. The meaning given to data or the interpretation of data, based on its context, for the purposes of decision making.
Ministry	The Ministry of Health.
Network Facility	One or more computer(s), or computer system(s), connected to the Ministry, to which transactions, data, and information may be sent or from which transactions, data, and information may be received, for the purpose of accessing Ministry services.

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Participant	A person using one or more Network Facilities and agreeing to the terms of the <i>Ministry of Health Data Access Agreement</i> . A participant includes a hospital under the <i>Hospital Act</i> , a Health Authority under the <i>Health Authorities Act</i> ; a diagnostic facility under the <i>Medicare Protection Act</i> ; and a pharmacy or medical practitioner or other person under the <i>Pharmacy, Pharmacy Operations and Drug Scheduling (PPODS) Act</i> ; and individuals as designated by the Province and/or legislation ('supervised persons').
Person	Includes an individual, a corporation, firm, association and any other legal entity.
PharmaNet	The on-line provincial pharmacy network database established under the authority of section 37 of the <i>Pharmacists, Pharmacy Operations and Drug Scheduling (PPODS) Act</i> .
Software Support Organization (SSO)	A person providing a product to a Participant for the purpose of accessing Ministry services. This excludes the Province.
SPAN/BC	The Shared Provincial Access Network for British Columbia.

SECTION 2

TERM AND TERMINATION

- 2.1. This Agreement comes into effect on **July 30, 2015** and remains in effect until termination of this Agreement under Section 2 or Termination under paragraphs 4.4.1 or 4.4.2.
- 2.2. Either party may terminate this Agreement with 60 days written notice to the other party.
- 2.3. Despite paragraph 2.2, the Province may terminate this Agreement immediately if the SSO fails to maintain the standards required in Section 3 of the Agreement or misuses data as contemplated in Section 4.

SECTION 3

SOFTWARE SUPPORT ORGANIZATION'S RESPONSIBILITIES

3.1 Standards

- 3.1.1 The SSO must review and agree to abide at all times by the technical and security standards as identified in the Compliance Standards. These Standards are

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published at: <http://healthnet.hnet.bc.ca/catalogu/tech/compdocs.html> and changed or modified by the Province from time to time.

- 3.1.2 The SSO must make its Customers aware of their professional and procedural standards as identified in the Compliance Standards.

3.2 Software Compliance

- 3.2.1 The SSO must not install, for a Customer, its software unless it has successfully completed a compliance evaluation of the software by the Province. Subsequent upgrades to the software must not be installed without advising the Province in advance of the version number, approximate date of installation, and a summary of any changes that relate to the use of Provincial services. At the required and/or sole discretion of the Province, a further compliance test may be requested.
- 3.2.2 The SSO will provide a minimum of 2 weeks written (fax or e-mail) notice when requesting a compliance evaluation for any software release.
- 3.2.3 The SSO will provide its Customers with no more than 4 major software releases per year, which relate to the services and which, in the opinion of the Province, require compliance evaluation.

3.3 Problem Resolution and Escalation Procedures

- 3.3.1 When requested by the Ministry, the SSO must promptly provide information including product details and software version number to assist problem resolution procedures.
- 3.3.2 The SSO will provide the Ministry, on request, with user documentation for the purpose of assisting problem resolution by the **Ministry** Help Desk.
- 3.3.3 The SSO will notify the Ministry Help Desk immediately:
- a) upon determination that a problem is related to Ministry services; and,
 - b) upon resolution of any problem related to Ministry services.
- 3.3.4 The SSO is typically the first point of contact for Help Desk services for its Customers. An exception to this is when direct support is required for a Ministry or PharmaCare business function such as patient profile keyword maintenance. The SSO will provide escalation procedures according to Schedule "A" – SOFTWARE SUPPORT ORGANIZATION'S ESCALATION PROCEDURES. Otherwise, the first point of contact for Help Desk services is described in Schedule "B" – MINISTRY HELP DESK ESCALATION PROCEDURES of this Agreement.
- a) the SSO will provide a copy of this Agreement to each of its Customers as documentation of the problem resolution procedures.
 - b) the SSO will provide problem determination and support and hours of operation according to the problem escalation procedures set out in Schedule "A" – SOFTWARE SUPPORT ORGANIZATION'S ESCALATION PROCEDURES.
 - c) the SSO will provide timely support services for the purposes of problem resolution to its Customers and/or the Ministry support organizations during the hours of its Customers' operations.

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3.4 Security

- 3.4.1 The SSO must advise the Ministry immediately if the SSO has knowledge of any circumstances, incidents or events which have or may jeopardize the confidentiality and integrity of the information in Ministry application databases, or the circumvention of Ministry security standards as they relate to the functionality of the computer system or network used to access Ministry application databases.
- 3.4.2 The SSO must ensure that the release of any information or data obtained from the Ministry application databases is in accordance with this Agreement, the *Freedom of Information and Protection of Privacy Act* and any other legislation which may apply, and any policies and requirements that the Province may require.
- 3.4.3 The SSO represents and warrants that it has entered into a Confidentiality Undertaking with its Customer with respect to the confidentiality of client/patient information, in substantially the same form as Schedule "C" – CONFIDENTIALITY UNDERTAKING TEMPLATE, attached to this agreement.
- 3.4.4 The Province provides access to SPAN/BC in order to provide connections to Provincial services. The Province reserves the right to disconnect any SPAN/BC connection that it deems is being used inappropriately or if the usage jeopardizes the security, integrity and availability of ministry systems, associated computer resources and/or network performance. The SSO must advise the Province immediately if it has knowledge of any inappropriate use of the SPAN/BC network. Inappropriate use includes, but is not limited to, the following:
- a) Disclosing private communications without the written permission of the Province and all involved individuals;
 - b) Disclosing confidential information retrieved or acquired via Provincial services, except as permitted or required by law;
 - c) Intercepting or attempting to intercept e-mail;
 - d) Sending e-mail (or electronic messages in any form using wireless or network technologies) to advertise or offer to sell goods or services, or for any purpose that is not in respect of the services contemplated in this agreement;
 - e) Posting or transmitting any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including any transmissions constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability, or otherwise violating any local, provincial, state, national or international law, including without limitations, export control laws and regulations;
 - f) Uploading, posting, publishing, transmitting, reproducing, or distributing in any way, information, software or other material obtained through the Internet which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;
 - g) Posting or transmitting any information or software that the user is aware contains a virus, worm, software agent ('bot') or other harmful or malicious component ('malware');
 - h) Using wireless telecommunication when connected to the network;

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[Amended February 15, 2008]: Using wireless telecommunication when connected to the network to access any service except Hospital Access to PharmaNet;

- i) Copying, storing or distributing in any way data, information and associated ministry materials using removable media and media that is capable of storing electronic information (including thumb drives, flash memory, CD ROMS, DVDs, floppy drives, hard drives, cell phones, personal digital assistants, music or video recording devices).
- j) Threatening, harassing, stalking, abusing, or otherwise violating the legal rights (including rights of privacy and publicity) of others;
- k) Using the SPAN/BC connection in any manner that adversely affects the availability of its resources to others;
- l) Providing access to SPAN/BC to another organization or person(s) who is not employed or contracted by the SSO or not authorized to access the agreed upon resource;
- m) Attempting to violate the security, stability or integrity of the Province's computing or network resources, or those of any other organization, including but not limited to actions such as port scanning, denial of service attacks and attempts to discover passwords or attempting to test the Province's computing or network security controls.

- 3.4.5 The SSO must advise the Ministry immediately if it has knowledge of any unauthorized attempt to access Provincial services including attempts of any person to represent themselves as an authorized Participant.
- 3.4.6 The Province allows access to Ministry applications, databases and services via HNSecure, and reserves the right to terminate access if it is being used inappropriately as determined by the Province.
- 3.4.7 Where the Province allows access to Ministry applications, databases and services via the SSO's own corporate network and/or a network provided by a Third Party, the SSO must ensure a minimum of 128 bit encryption is implemented to secure network traffic.
- 3.4.8 The Province reserves the right to terminate access if it is being used inappropriately as determined by the Province.
- 3.4.9 The SSO must not collect, use or transfer data from Ministry applications, databases or services for any purpose at any time other than for the sole purpose of their Ministry authorized Customers.
- 3.4.10 The SSO and any of its agents or contractors must comply with all privacy and security requirements required by the Province and by law, including the requirements on the attached Schedule "E" – PRIVACY PROTECTION.

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- 3.4.11 The SSO specifically agrees that it will bind any Third Party provider of services such as network infrastructure and hardware support, to comply with the applicable terms of this Agreement regarding security and privacy, and will obey all applicable privacy laws.

SECTION 4

RESPONSIBILITIES OF THE PROVINCE

4.1 Escalation and Compliance

- 4.1.1 The Ministry will support an escalation procedure to resolve issues around the interpretation of the applicable Compliance Standards document and the acceptable methods of implementation of the standards in software. The escalation procedure will be published on the Ministry web site.
- 4.1.2. The Ministry will provide access to a SSO Coordinator contact who, during Normal Business hours, will:
- a) be the first point of contact for the resolution of any issues, including those issues submitted for resolution through the compliance document interpretation escalation procedure;
 - b) provide technical and general information pertaining to SSO development activities.
 - c) the Ministry SSO Coordinator can be contacted at:
HLTH.HnetSSOSupport@gov.bc.ca
- 4.1.3 The Ministry will publish the compliance tests to be used during a compliance evaluation, with sample data and expected results.
- 4.1.4 Through the Ministry Help Desk, available twenty-four hours per day, the Ministry will provide the SSO and its Customers with access to problem determination and related technical support for production software.
- 4.1.5 The Ministry will set targets to ensure that the Ministry Help Desk staff is providing the level of service described in Schedule "B" – MINISTRY HELP DESK ESCALATION PROCEDURES. The Ministry will monitor targets and develop actions to address any significant shortfalls in service.
- 4.1.6 Based on the Participant's ability to conduct Normal Business as defined in this agreement, the Ministry Help Desk administrator, based on information provided by the Participant, will assign a severity level to each problem call as follows:
- a) Severity 1 – The Participant is unable to conduct Normal Business.
 - b) Severity 2 - The Participant is able to conduct Normal Business but functionality is severely degraded.
 - c) Severity 3 - The Participant is able to conduct Normal Business with some impaired functions but with all critical functions working.
 - d) Severity 4 - The Participant is able to conduct Normal Business due to the availability of a problem bypass or circumvention.

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- 4.1.7 Problems reported to the Ministry Help Desk will be tracked and assigned to the appropriate Ministry support area or referred to the Software Support Organization, as applicable.
- 4.1.8 Although the SSO's Help Desk is typically the first point of contact, a Participant may request escalation of a reported problem through either the SSO's Help Desk representative or a Ministry Help Desk representative. Escalation will occur in accordance with Schedule "A" – SOFTWARE SUPPORT ORGANIZATION'S ESCALATION PROCEDURES or Schedule "B" – MINISTRY HELP DESK ESCALATION PROCEDURES, as applicable.

4.2 Production System Access

- 4.2.1 The production system is for production use only by authorized/approved SSO's Customers. The SSO and its Customers are not permitted to conduct testing on the production system.
- 4.2.2 The production system will be unavailable during regularly scheduled system maintenance. Except in emergencies or unforeseen circumstances, the Ministry will provide notice to Participants of any unscheduled system outages.

4.3 Software Changes and Testing

- 4.3.1 The Ministry will provide access to test and training environments for software testing or training during normal Provincial business hours. It is necessary to register for access to these environments through the SSO Coordinator. These environments will be unavailable during system maintenance tasks.
- 4.3.2 The Ministry will provide technical support to the SSO for software testing purposes during normal business hours.
- 4.3.3 Subject to legislative requirements, the Ministry will provide a minimum of 90 days notice for all major software changes that may affect software in production use by a Participant.

4.4 Non-Compliant Software

- 4.4.1 This Agreement may be terminated immediately if the SSO installs software without a prior successful compliance evaluation as required in paragraph 3.2.1.
- 4.4.2 Failure to maintain standards as specified in the Compliance Standards may result in immediate termination of this agreement.
- 4.4.3 Termination of this agreement under paragraphs 4.4.1 or 4.4.2 of this agreement may result in the disconnection from the Provincial services of any Participants using non-compliant software.

SECTION 5

GENERAL

- 5.1 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

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- 5.2 Any notice contemplated by this Agreement, to be effective, must be in writing and either:
 - a) sent by e-mail to the addressee’s e-mail address as specified in this Agreement;
 - b) sent by fax to the addressee’s fax number specified in this Agreement;
 - c) delivered by hand to the addressee’s address specified in this Agreement; or
 - d) mailed by prepaid registered mail to the addressee’s address specified in this Agreement.
 - e) Any notice mailed in accordance with paragraph (d) is deemed to be received 96 hours after mailing.

Notice if to the Province

If to the SSO

Name: _____

Name: _____

Address: _____

Address: _____

- 5.3 Either of the Province or the SSO may give notice to the other of a change of fax number, e-mail or postal address from time to time.
- 5.4 A waiver of any term of this Agreement or of any breach of this Agreement is effective only if it is in writing and signed by the Province and is not a waiver of any other term of any other breach.
- 5.5 This Agreement replaces any previous agreements between the Province and the SSO as to the subject matter of this Agreement.
- 5.6 Any appendices and schedules to this Agreement are part of this Agreement.
- 5.7 If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
- 5.8 The SSO is not a servant, agent or employee of the Province and will not commit or purport to commit the Province to the payment of any money except as authorized by this Agreement.
- 5.9 The SSO will not subcontract any of its responsibilities under this Agreement without the prior written consent of the Province. No sub-contract, whether consented to or not, relieves the SSO of any of its responsibilities under this Agreement.
- 5.10 The singular includes the plural, masculine the feminine as the context requires.
- 5.11 Although the Province has evaluated the SSO’s compliance with the Compliance Standards or approved software for use by Participants, the Province in no way endorses this software or warrants its fitness for any purpose.
- 5.12 At all times the SSO remains liable for its product, for maintaining compliance with the Compliance Standards, for its acts or omissions in providing technical support services, for

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its responsibilities under this agreement (including without limitation Schedule “E” – PRIVACY PROTECTION) and under any other agreement it may have with Customers, and for its compliance with all applicable laws.

- 5.13 Despite the Province approving any software submitted by the SSO for the purpose of evaluating its meeting the requirements of the Compliance Standards, the Province shall have no liability to the SSO for any loss suffered whether arising from this contract, or otherwise, including claims that may be made by Customers or Third Parties.
- 5.14 In addition to sections 2, 3, and 5, those paragraphs which by the intent or context are so intended, shall survive the termination of this Agreement.
- 5.15 Additional Terms, forming part of this agreement , are attached as Schedule “E” – PRIVACY PROTECTION.

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SIGNED AND DELIVERED by or on behalf of the Software Support Organization (or by an authorized signatory of the Software Support Organization if a corporation)

(Authorized Signature) _____

(Print Name) _____

(Title) _____

(Date) _____

(Witness) _____

SIGNED AND DELIVERED on behalf of The Province by an authorized representative of The Province

(Authorized Signature) _____

(Print Name) _____

(Title) _____

(Date) _____

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SCHEDULE "A" - SOFTWARE SUPPORT ORGANIZATION'S ESCALATION PROCEDURES

SSO NAME: _____

SEVERITY LEVEL	RESPONSE TIME (1)	CONTACT	CONTACT TITLE	PHONE
1				
2				
3				
4				

A. The response times indicated in the Software Support Organization's Escalation Procedures are based on a business day of: _____.

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SCHEDULE “B” MINISTRY HELP DESK ESCALATION PROCEDURES

Severity Level	Response Time	Ministry Help Desk Contact	Status Update Interval Between Ministry Help Desk and SSO Help Desk or Health Provider
1	Immediate	Help Desk Representative	Hourly
	15 minutes	Help Desk Administrator	
	45 minutes	Management	
2	Immediate	Help Desk Representative	Every 2 Hours
	30 minutes	Help Desk Administrator	
	1 hour 30 minutes	Management	
3	Immediate	Help Desk Representative	Every 4 Hours
	30 minutes	Help Desk Administrator	
	2 hours	Management	
4	Immediate	Help Desk Representative	Daily
	1 hour	Help Desk Administrator	
	8 hours	Management	

Once action is taken and resolution is expected within a reasonable time period, escalation stops.

- A. The response times as indicated in the Escalation Procedures are based on:
- (i) a 24-hour clock for Help Desk staff.
 - (ii) a Normal Business day (08:00-17:00 Pacific Standard Time) for Management and Executive.
- B. If a problem is being resolved by the Ministry Help Desk, status calls will be made by the Ministry Help Desk to the Software Support Organization at the designated intervals. If a problem is being resolved by the Software Support Organization, the SSO's Help Desk will make status calls to the Ministry Help Desk and the Participant at the designated intervals.

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SCHEDULE C – CONFIDENTIALITY UNDERTAKING TEMPLATE

CONFIDENTIALITY UNDERTAKING

for private sector users who will be accessing

Ministry of Health Client Data

Template – the Software Support Organization MUST use this wording, but may choose to either use it as a stand alone confidentiality pledge for their clients, or to incorporate this wording within the organization’s existing confidentiality agreement structures.

BETWEEN: _____ (the Organization)
(name)

AND: I, _____ (the user)
(name)

WHEREAS:

THE ORGANIZATION HAS ENTERED INTO AN AGREEMENT WITH THE MINISTRY OF HEALTH PERMITTING ACCESS TO SPECIFIC CLIENT DATA ON CERTAIN MINISTRY DATABASES; AND

THAT AGREEMENT INCLUDES SECURITY AND CONFIDENTIALITY CLAUSES RESTRICTING THE ACCESS FOR PURPOSES AUTHORIZED BY THE MINISTRY.

I promise to abide by the following terms and conditions:

1. I will not use or access the information in the Ministry databases to which I have been granted access, for any purpose other than those which have been authorized by the Ministry of Health.

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2. I will at all times treat as confidential all information related to Ministry clients and will not permit the publication, release or disclosure of the same without the prior written authorization of the Ministry of Health. For the purpose of this agreement, information related to Ministry clients includes, but is not limited to:
 - (i) the individual's name, address or telephone number
 - (ii) the individual's age, gender, marital status or family status
 - (iii) the individual's Personal Health Number (PHN)
3. I will at all times treat as confidential all information related to the security and management of Ministry systems and databases.
4. I will adhere to the Medicare Protection Act, and other applicable legislation as it applies to the confidentiality, privacy and security of information related to Ministry clients.
5. I will keep confidential all supplied authentication credentials.
6. I will not share any information that is supplied through this Agreement through electronic, verbal or printed media unless authorized by the Province or through this Agreement.
7. I will not store any information on unauthorized computers (including laptops) or media that is capable of storing electronic information (including thumb drives, flash memory, CD ROMS, DVDs, floppy drives, hard drives, cell phones, personal digital assistants, music or video recording devices).
8. At the completion of this agreement, all ministry documentation and electronic media will be returned to the ministry and/or securely destroyed as stipulated by the Province (e.g., through shredding or destruction). The Software Support Organization will verify in writing to the ministry that the materials have been appropriately returned and/or destroyed.

Two signature Blocks Required:

- ***User's name, user's signature, date signed***
- ***Organization name, *witness' name, witness' signature, date signed***
(*a person within the organization)

NOTE:
Signed confidentiality undertakings are to be retained by the organization and used in conjunction with an education program related to privacy and confidentiality of client records.
The organization must produce the signed undertaking for review and audit at the request of the Ministry of Health.

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SCHEDULE E – PRIVACY PROTECTION

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by _____ (the "Province") and _____ (the "SSO") respecting _____ (the "Agreement").

Definitions

1. In this Schedule,
 - (a) "**access**" means disclosure by the provision of access;
 - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the SSO as a result of the Agreement or any previous Agreement between the Province and the SSO dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the SSO is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the SSO may only collect or create personal information that is necessary for the performance of the SSO's obligations, or the exercise of the SSO's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the SSO must collect personal information directly from the individual the information is about.

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5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, SSO must tell an individual from whom the SSO collects personal information:
- (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the SSO's collection of personal information.

Accuracy of personal information

6. SSO must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the SSO or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the SSO receives a request for access to personal information from a person other than the Province, the SSO must promptly advise the person to make the request to the Province unless the Agreement expressly requires the SSO to provide such access and, if the Province has advised the SSO of the name or title and contact information of an official of the Province to whom such requests are to be made, the SSO must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Province to correct or annotate any personal information, the SSO must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the SSO of the date the correction request to which the direction relates was received by the Province in order that the SSO may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the SSO must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the SSO disclosed the information being corrected or annotated.
11. If the SSO receives a request for correction of personal information from a person other than the Province, the SSO must promptly advise the person to make the request to the Province and, if the Province has advised the SSO of the name or title and contact

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information of an official of the Province to whom such requests are to be made, the SSO must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The SSO must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the SSO must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the SSO must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the SSO may only use personal information if that use is:

- (a) for the performance of the SSO's obligations, or the exercise of the SSO's rights, under the Agreement; and
- (b) in accordance with section 13.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the SSO may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the SSO's obligations, or the exercise of the SSO's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the SSO must not disclose personal information outside Canada.

Inspection of personal information

18. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the SSO, enter on the SSO's premises to inspect any personal information in the possession of the SSO or any of the SSO's information management policies or practices relevant to its management of

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personal information or its compliance with this Schedule and the SSO must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. The SSO must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the SSO as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Province under this Schedule.

20. The SSO acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

21. If for any reason the SSO does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the SSO must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the SSO, terminate the Agreement by giving written notice of such termination to the SSO, upon any failure of the SSO to comply with this Schedule in a material respect.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

24. Any reference to the “SSO” in this Schedule includes any subcontractor or agent retained by the SSO to perform obligations under the Agreement and the SSO must ensure that any such subcontractors and agents comply with this Schedule.

25. The obligations of the SSO in this Schedule will survive the termination of the Agreement.

26. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner

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under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

27. The SSO must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the SSO to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.