

SCHEDULE 20

PRIVACY PROTECTION

TABLE OF CONTENTS

1. **PURPOSE** 1

2. **ACCURACY** 1

3. **REQUESTS FOR ACCESS** 1

4. **CORRECTION** 2

5. **PROTECTION** 2

6. **STORAGE AND ACCESS** 2

7. **RETENTION** 3

8. **INSPECTION AND REVIEW** 3

9. **COMPLIANCE WITH THE ACTS AND AUTHORIZATIONS** 3

10. **NOTICE OF NON-COMPLIANCE** 3

11. **INFORMATION OFFICER** 3

12. **INTERPRETATION** 3

SCHEDULE 20

PRIVACY PROTECTION

1. PURPOSE

The purpose of this Schedule is to:

- (a) enable the Authority to comply with its statutory obligations under:
 - (1) the *Freedom of Information and Protection of Privacy Act* (Saskatchewan) with respect to Personal Information; and
 - (2) the *Health Information Protection Act* (Saskatchewan) with respect to Personal Health Information; and
- (b) ensure that Project Co is aware of and complies with its obligations under the *Freedom of Information and Protection of Privacy Act* (Saskatchewan) and the *Health Information Protection Act* (Saskatchewan) with respect to Personal Information and Personal Health Information, respectively.

2. ACCURACY

Project Co must make every reasonable effort to ensure the accuracy and completeness of any Personal Information or Personal Health Information to be used by Project Co or the Authority to make a decision that directly affects an individual the information is about.

3. REQUESTS FOR ACCESS

- (a) If Project Co receives a request from a person for access to that person's Personal Information or Personal Health Information in the custody or control of Project Co, Project Co must provide access in accordance with the access provisions in the *Freedom of Information and Protection of Privacy Act* (Saskatchewan) or the *Health Information Protection Act* (Saskatchewan), as applicable.
- (b) If Project Co receives a request, from a person other than the Authority, for access to personal information that is not the Personal Information or Personal Health Information of the person making the request, Project Co must promptly advise the person to make the request to the Authority, and, if the Authority has advised Project Co of the name or title and contact information of an official of the Authority to whom such requests are to be made, Project Co must also promptly provide that official's name or title and contact information to the person making the request.
- (c) If Project Co receives a request, from a person other than the Authority, for access to Personal Information that includes both the Personal Information of the person making the request and the Personal Information of another person or persons, Project Co must respond in accordance with Section 3(a) of this Schedule with respect to the Personal

Information of the person making the request, and act in accordance with Section 3(b) of this Schedule with respect to the Personal Information of the person or persons other than the person making the request.

- (d) If Project Co receives a request, from a person other than the Authority, for access to Personal Health Information that includes both the Personal Health Information of the person making the request and the Personal Health Information of another person or persons, Project Co must respond in accordance with Section 3(a) of this Schedule with respect to the Personal Health Information of the person making the request, and act in accordance with Section 3(b) of this Schedule with respect to the Personal Health Information of the person or persons other than the person making the request.

4. CORRECTION

- (a) Within 5 Business Days of receiving a request from a person to correct any of that person's Personal Information or Personal Health Information, Project Co must correct or annotate the Personal Information or Personal Health Information.
- (b) Within 5 Business Days of correcting or annotating any Personal Information or Personal Health Information in accordance with Section 4(a) of this Schedule, Project Co must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made, Project Co disclosed the information being corrected or annotated.

5. PROTECTION

- (a) Project Co must protect Personal Information and Personal Health Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in this Agreement.
- (b) Project Co will keep Personal Information and Personal Health Information collected or created pursuant to this Agreement separate and apart from, and will not combine it with other information in Project Co's possession or control.
- (c) Project Co will make Personal Information and Personal Health Information accessible only to those of its employees, agents or Sub-Contractors who require it to perform Project Co's obligations under this Agreement and Project Co will ensure that all such persons are aware of and abide by the privacy obligations in this Agreement.

6. STORAGE AND ACCESS

Unless the Authority otherwise authorizes in writing, Project Co must not store or permit access to Personal Information or Personal Health Information outside Canada.

7. RETENTION

Unless this Agreement otherwise specifies, Project Co must retain Personal Information and Personal Health Information until authorized by the Authority in writing to dispose of it or deliver it as specified in the authorization.

8. INSPECTION AND REVIEW

In addition to any other rights of inspection the Authority may have under this Agreement or under statute, the Authority may, at any reasonable time and on reasonable notice to Project Co, enter on Project Co 's premises to inspect any Personal Information or Personal Health Information in the possession of Project Co or any of Project Co 's information management policies or practices relevant to its management of Personal Information or Personal Health Information, or its compliance with this Schedule and Project Co must permit, and provide reasonable assistance in respect to, any such inspection. Project Co must also cooperate with the Authority in responding to any review or other action of the Information and Privacy Commissioner taken under the *Freedom of Information and Protection of Privacy Act* (Saskatchewan) or the *Health Information Protection Act* (Saskatchewan).

9. COMPLIANCE WITH THE ACTS AND AUTHORIZATIONS

- (a) Project Co understands and acknowledges that it is a “trustee” and an “information management service provider” as defined in the *Health Information Protection Act* (Saskatchewan).
- (b) Project Co acknowledges that it is familiar with the requirements of the *Health Information Protection Act* (Saskatchewan) governing Personal Health Information that are applicable to it as a “trustee” and an “information management service provider”.
- (c) Project Co will immediately inform the Authority if it receives any orders, directives, rulings, requirements, judgments, injunctions, awards or decrees, decisions or other requirements for the disclosure of or otherwise affecting Personal Information or Personal Health Information or any other directives or requests or demands for disclosure.

10. NOTICE OF NON-COMPLIANCE

If for any reason Project Co does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, Project Co must promptly notify the Authority 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.

11. INFORMATION OFFICER

Project Co must designate an individual within Project Co who is responsible for privacy compliance generally and the provisions of this Schedule in particular.

12. INTERPRETATION

- (a) If a provision of this Agreement (including any authorization given by the Authority under this Schedule) conflicts with a requirement of the *Freedom of Information and Protection*

of *Privacy Act* (Saskatchewan), the *Health Information Protection Act* (Saskatchewan), or an applicable order of the Saskatchewan Information and Privacy Commissioner, the conflicting provision of this Agreement (or authorization) will be inoperative to the extent of the conflict.

- (b) Project Co must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.
- (c) Nothing in this Schedule requires Project Co to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the *Freedom of Information and Protection of Privacy Act* (Saskatchewan) or the *Health Information Protection Act* (Saskatchewan).