

SCHEDULE "C"

INFORMATION MANAGER AGREEMENT

This Agreement dated the _____ day of _____, 20__

BETWEEN:

(hereinafter referred to as the "Custodians")

AND

Microquest Inc.
(hereinafter referred to as the "Vendor")

WHEREAS the Custodians acknowledge that they are each a custodian as that term is defined in section 1(1)(f) of the *Health Information Act*,

AND WHEREAS the Vendor acknowledges that it is an information manager as that term is defined in section 66(1) of the *Health Information Act*,

AND WHEREAS the Vendor has agreed to provide the Custodians with certain services related to electronic medical records that involve processing, storing, retrieving, disposing, stripping, encoding or transforming individually identifying health information, which services are described in that certain Services Agreement, made in writing by the parties hereto, (hereinafter referred to as the "Services");

AND WHEREAS in providing the Services in accordance with this Agreement, the Vendor may need to have access to, or may need to use, disclose, retain or dispose of health information as that term is defined in section 1(1)(k) of the *Health Information Act*,

AND WHEREAS pursuant to section 66(3) of the *Health Information Act*, the Custodians must enter into an agreement with the Vendor in order to allow the Vendor to have access to or to use, disclose, retain or dispose of health information that is in the custody or under the control of the Custodians without the consent of the individuals who are the subjects of the health information, for the purposes authorized in this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Term

1.0 The term of this Agreement is from _____ to and including _____ unless it is terminated earlier in accordance with clause 9.0.

Services and Payment

2.0 The Vendor will provide the Custodians with the Services during the term of this Agreement.

2.1 The Custodians will pay the Vendor for satisfactory performance of the Services in accordance with the financial arrangements previously agreed upon between the parties.

Description of the Health Information Subject to this Agreement

3.0 During the term of this Agreement for the purpose of carrying out the Services, the Vendor, its employees, authorized subcontractors and agents may have access to all of the health information in the custody or under the control of the Custodians, (hereinafter referred to as the "Health Information").

3.1 The recorded information held by the Vendor for the purposes of this Agreement is in the custody or under the control of the Custodians for the purposes of the *Health Information Act*.

3.2 The Vendor will have custody of the Health Information only to provide the Services.

Use and Disclosure of the Health Information

4.0 The Vendor must comply with the *Health Information Act*, the regulations under the *Act* and the terms and conditions of this Agreement with respect to the Health Information disclosed to it by the Custodians.

4.1 The Vendor must copy or use the Health Information only for the purpose of carrying out or providing the Services in this Agreement, unless the Custodians have authorized additional uses in writing.

4.2 The Vendor may disclose the Health Information to the Custodians that provided the information to the Vendor.

- 4.3 Should the Vendor receive an expressed wish of an individual relating to the disclosure of that individual's health information, the Vendor will refer all such requests to the Custodian itself.

Protection and Security of the Health Information

- 5.0 The Vendor, its employees, subcontractors and agents must protect the Health Information against such risks as unauthorized access, use, disclosure, destruction or alteration.
- 5.1 The Vendor must limit access to the Health Information only to those employees, subcontractors or agents of the Vendor who have a need to know.
- 5.2 The Vendor, its employees, subcontractors and agents must comply with the requirements of section 60 of the *Health Information Act* and section 8 of the Health Information Regulation relating to the security of health information.
- 5.3 The Vendor, its employees, subcontractors and agents must not modify or alter the Health Information unless that is required as part of the Services and only on the written instructions of the Custodians providing the Health Information.
- 5.4 The Vendor will ensure that its employees, subcontractors and agents who may be in contact with the Health Information are informed of the need to fulfill the privacy obligations of the *Health Information Act*.
- 5.5 The Vendor will comply with the Custodians' need-to-know policies and procedures for access to the Health Information and with the physical security and access controls and the information technology security and access controls that are set out in the Vendor's Service Agreement with the Custodians.
- 5.6 The Vendor shall not transfer outside the Province of Alberta, physically or electronically, any Health information that is in its custody pursuant to its Service Agreement with the Custodians.
- 5.7 The Vendor must notify the Custodians in writing immediately if the Vendor or its employees, subcontractors or agents become aware that any of the conditions set out in this Agreement or in any of the Custodians' security policies and procedures have been breached.

Retention and Disposition of the Health Information

- 6.0 The Vendor must comply with the Custodians' requirements or policies relating to the type of media used to store the Health Information and the conditions under which the Health Information is to be managed and stored, the length of time over which the Health Information is to be retained and the methods of disposing, destroying or archiving the information, including the disposition of the Health Information at the expiration or earlier termination of this Agreement.

Requests for Access to or Correction of the Health Information under the Health Information Act

- 7.0 The Vendor must direct requests for access to or correction or amendment of the Health Information by individuals or by their authorized representatives to the Custodians who provided the Health Information.
- 7.1 The Vendor must retrieve and forward the requested Health Information to the Custodians within 4 calendar days of being notified of the request and shall comply with the Custodians' instructions with respect to correcting or amending the Health Information.

Liability and Indemnification

- 8.0 The Vendor agrees to be fully and solely responsible for the actions of its employees, subcontractors and agents respecting their use or disclosure of the Health Information during the term of this Agreement or after the expiration or earlier termination of the Agreement.
- 8.1 The Vendor agrees to hold the Custodians harmless from any third party claims, demands or actions for which the Vendor is legally responsible, including those arising out of negligence, willful harm or crimes by the Vendor or its employees, subcontractors or agents.
- 8.2 The Vendor agrees to indemnify the Custodians for any and all costs or expenses paid or incurred by the Custodians as a result of any breach of any term of condition of this Agreement or contravention of the *Health Information Act* or regulations or arising out of any disclosure by the Vendor of the Health Information in any manner contrary to this Agreement. Such indemnification shall survive the termination of this Agreement.
- 8.3 The Custodians agree to be fully and solely responsible for the actions of their employees, subcontractors and agents respecting their use or disclosure of the Health Information during the term of this Agreement or after the expiration or earlier termination of the Agreement.

8.4 The Custodians agree to hold the Vendor harmless from any third party claims, demands or actions for which the Custodians are legally responsible, including those arising out of negligence, willful harm or crimes by the Custodians or their employees, subcontractors or agents.

8.5 The Custodians agree to indemnify the Vendor for any and all costs or expenses paid or incurred by the Vendor as a result of any breach of any term of condition of this Agreement or contravention of the *Health Information Act* or regulations or arising out of any disclosure by the Custodians of the Health Information in any manner contrary to this Agreement. Such indemnification shall survive the termination of this Agreement.

Termination

9.0 Subject to clause 9.1 below, this Agreement may be terminated by either party prior to its completion on the same basis and under the same terms and conditions as the Service Agreement between the Custodians and the Vendor.

9.1 In the event that this Agreement is breached by either the Vendor or the Custodians, and/or the Health Information is disclosed or used in contravention of the terms and conditions of this Agreement or the *Health Information Act* or the regulations, this Agreement may be immediately terminated by the other party and the party in breach may be found guilty of an offence under the *Act*.

9.2 On Termination of this agreement, the Vendor agrees to destroy any copies of the data by the method requested of the custodian and to provide to the Custodian a written confirmation of the data destroyed and return the original data (and machine source) to the Custodian in the format the data was recieved.

Amendment

10.0 This Agreement may be amended or varied in writing with the mutual agreement of the parties.

General Provisions

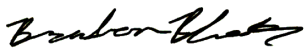
11.1 All notices or other communications provided for under this Agreement shall be in writing and shall be deemed to be sufficiently given if delivered to the last known address of the receiving party by overnight courier, by hand, by facsimile transmission, by e-mail, or by any other agreed form of electronic communication.

11.2 The parties warrant that the individuals executing this Agreement have the authority to do so on behalf of, and bind, their respective party.

IN WITNESS WHEREOF the parties have signed this agreement as follows:

For the Custodian(s)

For the Vendor



Brandon Blanck, Vice-President