

INFORMATION SHARING AGREEMENT

This Agreement is dated for reference: August 9, 2019.

BETWEEN:

British Columbia Vital Statistics Agency (the "BCVSA")
as represented by the Registrar General (the "RG")

AND:

Provincial Health Services Authority ("PHSA")
as represented by the Vice President, Transformation & Sustainability Officer

(each a "Party," and collectively the "Parties").

RECITALS:

- A. **WHEREAS** PHSA has a mandate to assume province-wide responsibilities in clinical policy setting, planning, oversight and coordination, delivery, monitoring, evaluation, reporting and in some cases funding; and PHSA requires birth and death registry information to meet this mandate and its goals to develop and maintain effective and efficient working relationships with the Regional Health Authorities, the First Nations Health Authority, and other key service partners to ensure an effective, integrated and well-coordinated system of health care for the citizens of BC;
- B. **WHEREAS** the BCVSA may collect, use and disclose information about vital events occurring in British Columbia ("BC") under the authority of the *Vital Statistics Act*, R.S.B.C. 1996, c. 479 (the "VS Act"), and the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 (the "FIPPA"), both as more particularly described in section 5.1 of this Agreement;
- C. **WHEREAS** the BCVSA may enter into an information-sharing agreement with PHSA pursuant to subsection 41.1(2)(d) of the VS Act;
- D. **WHEREAS** the PHSA may collect, use and disclose the information provided under this Agreement under the authority of the FIPPA, as more particularly described in sections 5.2, 5.3 and 5.4 of this Agreement; and
- E. **WHEREAS** pursuant to subsection 41.1(3) of the VS Act, any information-sharing agreement entered into by the Parties must identify the authorized persons who will have access to the information to be disclosed, and the circumstances, limits and conditions respecting disclosure and use of the information to be disclosed.

THEREFORE, in consideration of the mutual promises, covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE

- 1.1 The purpose of this Agreement is to document the terms and conditions under which the BCVSA will disclose the Information to PHSA, to assist PHSA in achieving its mandate as set out in Recital A, as well as to state how PHSA will use and disclose the Information,.

2. DEFINITIONS

- 2.1 In this Agreement, including the appendices:

- (a) **"Agreement"** means all sections of this information sharing agreement including all appendices;
- (b) **"Agreement Manager"** means, for the BCVSA, the Regional Manager and for PHSA, the Corporate Director, Information Access & Privacy;
- (c) **"Aggregate Level Data"** means statistical information relating to broad classes, groups, or categories, so that it is not possible to identify Personal Information of individuals within those classes, groups, or categories;
- (d) **"Authorized Persons"** means the persons identified in Appendix A to this Agreement who will be permitted access to the Information, as amended from time to time by agreement between the parties;
- (e) **"PHSA Record"** means an individualized record in a PHSA database in the custody or control of PHSA, that contains information about a particular individual which may include one or more data elements of the Information;
- (f) **"Effective Date"** means the date on which this Agreement takes effect, pursuant to section 3.1 of this Agreement;
- (g) **"Expiry Date"** means the date five (5) years from the Effective Date;
- (h) **"Information"** means the information, including Personal Information, respecting the registration of births and deaths held by BCVSA that is provided by BCVSA to PHSA under this Agreement, more particularly set out in Appendix B but does not include a PHSA Record or Information (all or in part) which has been combined with other data sets in the custody or control of PHSA;
- (i) **"Personal Information"** means information about an identifiable individual that is recorded in any form, as defined in FIPPA;
- (j) **"Regional Health Authorities"** includes Vancouver Coastal Health (including Providence Health Care), Island Health, Interior Health, Northern Health and Fraser Health;
- (k) **"Term"** means the period set out in section 3.1 of this Agreement.

3. TERM

- 3.1 The Term of this Agreement will commence on the Effective Date, which will be the date on which the BCVSA notifies the PHSA in writing that the Minister has made an order authorizing the BCVSA to enter into this Agreement, as required by s. 41.1(4) of the VS Act, and will continue until the Expiry Date, unless this Agreement is terminated pursuant to section 11 of this Agreement.

4. LEGAL RELATIONSHIP

- 4.1 No partnership, joint venture or agency will be created or will be deemed to be created between the Parties by this Agreement or by any action of the Parties under this Agreement.

5. AUTHORITY FOR COLLECTION, USE AND DISCLOSURE OF INFORMATION

- 5.1 BCVSA has the authority to disclose the Information to PHSA pursuant to section 41.1 of the VS Act and sections 33, 33.1(1)(c), 33.1(1)(d), 33.2(a), 34 and 35 of the FIPPA.
- 5.2 PHSA has the authority to collect the Information from BCVSA pursuant to sections 26(c), 26(e), 27(1)(a.1), 27(1)(b) and 27(3)(c) of the FIPPA.
- 5.3 PHSA has the authority to use the Information pursuant to sections 32(a), 32(c) and 34 of the FIPPA.
- 5.4 PHSA has the authority to disclose the Information pursuant to sections 33.1(c) and 33.1(d) of the FIPPA and as set out in section 8. For any other disclosure of the Information, PHSA will obtain the prior written authorization of BCVSA. In no circumstances will PHSA be permitted to disclose the Information in bulk, however, for clarity, PHSA may disclose combined data contemplated in section 8 in bulk.

6. INFORMATION ACCURACY

- 6.1 BCVSA will make every reasonable effort to ensure that the Information is accurate and complete. However, the Parties agree that neither will hold the other responsible for any inaccuracies in the Information.
- 6.2 PHSA will immediately notify BCVSA of any perceived inaccuracies in the Information provided to PHSA, but PHSA agrees that it will not make any changes to the Information. BCVSA will provide Information updates to PHSA if required.

7. INFORMATION TRANSMISSION TO PHSA

- 7.1 Transmission of the Information to PHSA will commence as soon as operationally feasible after the Effective Date and will be on a daily basis during the Term. Such transmission of the Information by BCVSA to PHSA will be done so using a secure method as determined by BCVSA.

8. ACCESS, USE, DISCLOSURE AND RETENTION OF INFORMATION BY PHSA

- 8.1 PHSA will ensure that only Authorized Persons as listed in Appendix A to this Agreement have access to the Information.
- 8.2 PHSA will ensure that the Information is used only for the purposes described in section 1.1 of this Agreement.
- 8.3 The data elements comprising all or part of the Information will be used by PHSA to create a new PHSA Record, update an existing PHSA Record or be combined with other data sets in the custody or control of PHSA. For clarity, any PHSA Record that incorporates one or more data elements of the Information and any PHSA Record that is updated based on one or more data elements of the Information will be considered to be a "PHSA Record".
- 8.4 PHSA may only disclose the Information in compliance with section 5.4. The Parties acknowledge and agree that PHSA may disclose Aggregate Level Data derived from the Information to any third party without the consent of BCVSA.
- 8.5 PHSA acknowledges that the Information is at all times under the control of BCVSA. BCVSA acknowledges that once the Information is incorporated into a PHSA Record or combined with any other data set in the custody or control of PHSA as contemplated in section 8.3, the PHSA Record including any incorporated Information and/or the combined data set (including any incorporated Information) will become the property of PHSA, under the custody and control of PHSA, and no longer subject to this Agreement.
- 8.6 If a request is made to PHSA under the FIPPA for access to the Information, PHSA will advise the BCVSA. BCVSA will respond to such request and PHSA will cooperate with BCVSA as appropriate with respect to such request.
- 8.7 If a request is made to PHSA (or BCVSA) under the FIPPA for access to the PHSA Records or any combined data as contemplated in section 8.3, PHSA will respond to such request and, if such request has been made to BCVSA, BCVSA will notify PHSA accordingly and cooperate with PHSA, as required.

9. SECURITY AND PROTECTION OF PRIVACY

- 9.1 BCVSA will be responsible for the confidentiality and security of the Information during transmission to PHSA.
- 9.2 PHSA will be responsible to make reasonable security arrangements against such risks as unauthorised access, collection, use, disclosure or disposal of the Information while it is in the custody of PHSA in accordance with the requirements of FIPPA, any other applicable laws and PHSA's policies relating to confidentiality, privacy and security.

10. INFORMATION MANAGEMENT AUDIT

- 10.1 The Parties acknowledge that each Party is, and will remain, subject to its own internal audit procedures to ensure compliance with each Party's program goals and mandate, including compliance with this Agreement.
- 10.2 PHSA will undertake compliance audits to assess its own compliance with this Agreement, as set out in section 10.3, and will make the results of such compliance audits available, on a confidential basis, to BCVSA upon request.
- 10.3 The first such compliance audit referred to in section 10.2 will be undertaken no later than one (1) year from the Effective Date of this Agreement, and subsequent compliance audits will be undertaken every fifth anniversary of this Agreement thereafter.
- 10.4 If a compliance audit referred to in section 10.2 identifies non-compliance with any requirement of this Agreement, PHSA will notify BCVSA and will take all reasonable steps to remedy such non-compliance as soon as possible.

11. TERMINATION

- 11.1 Either Party may terminate this Agreement by providing written notice to the other Party at least ninety days prior to the date on which the notifying Party intends to terminate the Agreement.
- 11.2 Either Party may terminate this Agreement at any time with immediate effect by giving written notice to the other Party, if the other Party breaches a material term of this Agreement.
- 11.3 If this Agreement is terminated by a Party under sections 11.1 or 11.2, any transmission of Information from BCVSA to PHSA after the termination date will cease. The Parties acknowledge and agree that the requirements of this Agreement will apply to all Information transferred by BCVSA to PHSA prior to the relevant termination date and the termination of this Agreement will not affect the applicability of the requirements of this Agreement to such Information.

12. COSTS

- 12.1 Each Party will be responsible for its own costs associated with fulfilling the terms and conditions of this Agreement.

13. DISPUTE RESOLUTION

- 13.1 Any matter of general concern or dispute arising from this Agreement will be directed to the Agreement Managers for consultation and resolution.
- 13.2 If the Agreement Managers are unable to reach a mutually satisfactory resolution then the matter of general concern or dispute will be directed to the Registrar General of the BCVSA and the Chief Data Governance and Analytics Officer of the PHSA for resolution in the manner in which they see fit.

14. NOTICES

- 14.1 All notices under this Agreement will be in writing and can be given by courier, hand-delivery, regular mail, facsimile, or other electronic means of communication, including email, and will be addressed as follows:

For **BCVSA**: Attention: Registrar General
British Columbia Vital Statistics Agency
818 Fort Street
Victoria, BC V8W 1H8
Fax: 250 952-9039
Email: jack.shewchuk@gov.bc.ca

For **PHSA**: Attention: Chief Data Governance and Analytics Officer
Provincial Health Services Authority
1333 West Broadway
Vancouver, BC V6H 1G9
Email: aflatt@phsa.ca

- 14.2 Any such notice, if sent by regular mail, will be deemed to be duly given and received on the fourth business day following the date of the mailing, except that no Saturday, Sunday or statutory holiday will be considered a business day. If sent by courier or hand-delivery, such notice will be deemed to have been received on the date of delivery. If sent by facsimile or other electronic means of communication, such notice will be deemed to have been received on the date of transmission, unless it comes to the attention of either Party that such notice was not received due to a technical problem.


15. GENERAL

- 15.1 The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 15.2 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement.
- 15.3 Any amendment to this Agreement, including to its appendices, must be approved in writing, duly executed by both Parties, and submitted to the Minister for approval.
- 15.4 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will be not affected thereby and will be valid, legal and enforceable.
- 15.5 Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

- 15.6 All provisions of this Agreement that by their nature continue after the expiration or termination of this Agreement, will have full force and effect after such expiration or termination.
- 15.7 The appendices attached to this Agreement are an integral part of this Agreement as if set out in the body of this Agreement.
- 15.8 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall be considered an original.
- 15.9 This Agreement will be governed by, construed and interpreted in accordance with the laws of British Columbia.
- 15.10 No term or condition of this Agreement, and no breach of such term or condition, will be deemed to have been waived unless such waiver is in writing and signed by both Parties. The written waiver of any breach of any provision of this Agreement does not constitute a waiver for any subsequent breach of the same or any other provision of this Agreement.

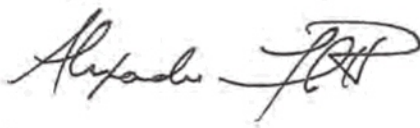
IN WITNESS WHEREOF the Parties have executed this Agreement on the dates indicated below.

BRITISH COLUMBIA VITAL STATISTICS AGENCY


Jack Shewchuk
Registrar General

Aug²³/17
Date

PROVINCIAL HEALTH SERVICES AUTHORITY


Alexandra Flatt
Chief Data Governance and Analytics Officer

August 9, 2019
Date

APPENDIX A: AUTHORIZED PERSONS

Those roles or positions specified in the Access Matrix approved by PHSA's Data Governance Committee.

For clarity, such Access Matrix will specify:

- A. those (limited) roles or positions that will be permitted to access the Information in identified/identifiable form; and
- B. those roles or positions that will be permitted to access the Information in de-identified/de-identifiable form.

With respect to any access to the Information, the relevant role or position must need to know the Information for the purposes of:

- C. in the case of an employee - that person's employment;
- D. in the case of a service provider or contractor - that person or entity's contract; and
- E. in the case of researcher employed or engaged by, or affiliated with PHSA - that person's PHSA Research Ethics Board (REB) approved research or in relation to studies exempted from approval by a PHSA REB, studies approved by the relevant PHSA program.

APPENDIX B: INFORMATION

The initial data transfer from BCVSA to PHSA will include all historical data fields specified below that are currently available in the BCVSA database. New additions and/or updates to the BCVSA database will be identified and included in subsequent daily transfers.

Death Registration Data Fields	Birth Registration Data Fields
<ul style="list-style-type: none">• Personal Health Number• Last Name• First Name• Second Name• Third Name• Date of Birth• Sex• Age (value)• Age (units)• Death Date• Registration Date• Death Registration Number• Underlying Cause of Death• Residential Local Health Area Code• Residential Local Health Area Description• Residential Address Street• Residential Address City• Residential Address Province• Residential Address Country• Location of Death Postal Code• Location of Death City• Place of Death Type Code• Place of Injury Type Code• Nature of Injury Code• Contributing Causes of Death• Manner of Death Code	<ul style="list-style-type: none">• Personal Health Number• Last Name• First Name• Second Name• Third Name• Date of Birth• Sex• Birth Date• Birth Weight• Gestational age• Mother's Age• Registration Date• Birth Registration Number• Residential Local Health Area Code• Residential Local Health Area Description• Residential Address Street• Residential Address City• Residential Address Province• Residential Address Country• Location of Birth Postal Code• Location of Birth City

APPENDIX C: SECURITY CHECKLIST

Scope

The scope of this security checklist is limited to those areas directly related to the transfer and retention of Vital Event information.

It is expected that areas that are out of scope of this checklist, including physical security, will still be addressed by all parties.

For each subject space the applicant should indicate whether they conform to:

- ☐ Provincial standards for the Government of British Columbia
- ☐ Equivalent industry accepted standards such as ISOXXXXXXX
- ☐ Equivalent Canadian Provincial or Federal Security Standards
- ☐ Standard conformity not met at this time.

1. OPERATIONAL PROCEDURES

Operational procedures refer to security standards and best practices applied to the total application and analytical space in which the data will reside. Please indicate whether:

s.15

2. DATA STORAGE

- **Database Security**

The applicant should provide the name and version of the database product that will be used to store the vital event information. *Note: Event level data should not be stored or manipulated outside of this environment.*

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- **Host Security and Intrusion Detection**

Host security standards, including intrusion prevention standards, have not been published for the Province of British Columbia. The applicant should provide or detail the security standards and best practices followed in this regard.

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3. RISK MANAGEMENT

The applicant should provide details on the last vulnerability assessment performed on both database and application hosts as well as steps taken to mitigate any identified risk areas.

The applicant should provide details of their patch management strategy employed to reduce risks of system compromise on components related to the storage and manipulation of Vital Event data.

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4. DATA TRANSFER AND ENCRYPTION

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5. DATA ACCESS

- **Authentication**

The applicant should confirm that all authentication operations at an application user or application or database administrator level conform to:

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- **Application Security**

The applicant should confirm that all applications used to access or manipulate Vital Event data conform to conform to:

s.15

6. RESPONSIBILITY MATRIX

The applicant should provide the name and contact information for the individuals responsible for implementing and maintaining security within the appropriate areas.

	NAME	CONTACT INFO
Operational Procedures	APLM	Jack Michaan
Data Storage	APLM	Jack Michaan
Database Security	PHSA	Paul Hundal
Host Security and Intrusion Detection	s.15	s.15 PHSA: Hank Ma APLM: Jack Michaan
Risk Management		
Data Transfer and Encryption	APLM	Jack Michaan
Data Access	PHSA	Alexandra Flatt
Authentication	PHSA	Chris Fleeton
Application Security	PHSA	Travis Gamble

7. GLOSSARY

TERM	DEFINITION
ADFS	Active Directory Federation Services, a Microsoft Single Sign-On solution.
AES-256	Advanced Encryption Standard with 256 bit key.
APLM	BC's Agency for Pathology and Laboratory Medicine.

CAB	Change Advisory Board.
EBMS	EBXML Messaging Service – a message service specification describing a communication-neutral mechanism that message service handlers must implement in order to exchange business documents. (“EBXML” means Electronic Business eXtensible Markup Language, a group of xml standards for the secure and reliable exchange of business documents.)
HIPAA	Health Insurance Portability and Accountability Act of 1996, a United States of America legislation that includes data security and privacy provisions for safeguarding medical information.
ISO27001	An information security standard that specifies a set of standard requirements for an Information Security Management System published by International Organization for Standardization and International Electrotechnical Commission.
KDC	Kamloops Data Center, data centre located at Kamloops, BC, and used by BC Health Authorities and BC Government.
LAMP	The Laboratory Analytics Management Platform.
OBDCM	Oracle Big Data Cloud Machine, an on-premises implementation of Oracle Big Data Cloud Service.
OCC	Oracle Cloud at Customer, Oracle Cloud Services offered at customer’s data centre.
PaaS	Platform-as-a-Service, a category of cloud computing service that provides a platform for customers allowing them to develop and run applications.
PHSA	Provincial Health Services Authority.
SOC 1 Type II	System and Organization Control 1 Type II, a certification or report that requires a service organization to demonstrate policies and controls, in operation over a period of time (minimum 6 months), that regulate their interaction with clients and client data as it relate to client’s financial reporting.
SOC 2 Type II	System and Organization Control 2 Type II, a certification or report that builds on SOC 1 and also requires standard operating procedures for organizational oversight, vendor management, risk management, and regulatory oversight.
STIG	Security Technical Implementation Guides that provide a methodology for standardized secure installation and maintenance of software, and hardware.
TRB	Technical Review Board.