

THIS IS SCHEDULE "H"
(Conflict of Interest Policy and Guidelines)

**TO A SPONSOR MANAGEMENT AGREEMENT
MADE BETWEEN
THE MANITOBA HOUSING AND RENEWAL CORPORATION
AND
[REDACTED]
EFFECTIVE ON THE [REDACTED]**

PROTECTION OF PERSONAL INFORMATION

Definition of personal information

1.01 In this Schedule and in this Agreement, "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act of Manitoba* (C.C.S.M. c. F175), and includes:

- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act of Manitoba* (C.C. S.M. c. P33.5).

These Statutory definitions are attached at the end of this Schedule.

1.02 The requirements and obligations in this Schedule:

- (a) apply to all personal information received, collected or otherwise acquired by the Sponsor in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
- (c) continue to apply after the termination or expiration of this Agreement.

Collection of personal information by The Sponsor

1.03 The Sponsor recognizes that, in the course of carrying out its obligations under this Agreement, the Sponsor may receive personal information from MHRC and may collect, acquire, be given access to and many otherwise come into possession of personal information about individuals.

1.04 Where the Sponsor receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Sponsor shall collect only as much personal information about an individual as is reasonably necessary to carry out the Sponsor's obligations under this Agreement.

- 1.05 Where the Sponsor collects or acquires personal information directly from the individual it is about, the Sponsor shall ensure that the individual is informed of:
- (a) the purpose for which the personal information is collected;
 - (b) how the information is to be used and disclosed;
 - (c) who in the Sponsor's organization can answer questions the individual may have about his or her personal information; and
 - (d) his or her right of access to the information, as set out in the Sponsor's policies under subsection 1.06 of this Schedule.

Access to personal Information by the individual it is about

- 1.06 The Sponsor shall establish a written policy, acceptable to MHRC, providing individuals whose personal information is received, collected or acquired by the Sponsor under this Agreement with:
- (a) a right to examine personal information about themselves which is maintained by the Sponsor, subject only to specific and limited exceptions; and
 - (b) a right to request corrections to this personal information.

Restrictions respecting use of personal information by the Sponsor

- 1.07 (a) The Sponsor shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Sponsor's obligations under this Agreement and not for any other purpose.
- (b) The personal information shall be used solely by the officers and employees of the Sponsor, except as otherwise specifically permitted by MHRC in writing.
- (c) The Sponsor shall:
- (i) limit access to and use of the personal information to those of the Sponsor's officers and employees, who need to know the information to carry out the obligations of the Sponsor under this Agreement,
 - (ii) ensure that every use of and access to the personal information by the Sponsor and the authorized officers and employees of the Sponsor is limited to the minimum amount necessary to carry out the obligations of the Sponsor under this Agreement,
 - (iii) ensure that each officer and employee of the Sponsor who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, and
 - (iv) ensure that each officer and employee who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to MHRC, that includes an acknowledgement that he or she is

bound by the requirements, obligations and fair information practices in this Schedule and by the Sponsor's security policies and procedures and is aware of the consequences of breaching any of them.

- 1.08 The Sponsor shall ensure that:
- (a) no person can make unauthorized copies of the personal information;
 - (b) no person shall disclose the personal information except as authorized under subsection 1.10 of this Schedule; and
 - (c) no person can modify or alter the personal information in a manner which is not authorized.
- 1.09 The Sponsor shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Sponsor under this Agreement.

Restrictions respecting disclosure of personal information by the Sponsor

- 1.10 The Sponsor shall not permit anyone to have access to, reveal, disclose or publish the personal information of any person, corporation, business, organization or entity outside the Sponsor's organization, except as follows:
- (a) to MHRC, and to MHRC's officers, employees and agents, for the purposes of this Agreement;
 - (b) to the individual the personal information is about, upon satisfactory proof of identity;
 - (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
 - (d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Sponsor is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;
 - (e) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
 - (f) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.
- 1.11 Without limiting subsection 1.10 of this Agreement, the Sponsor shall not:
- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
 - (b) exchange the personal information for any goods, services or benefit; or
 - (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes; and shall not permit any of these activities to take place.

Protection of the personal information by the Sponsor

- 1.12 The Sponsor shall protect the personal information by putting in place reasonable

security arrangements, including administrative, technical and physical safeguards that ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.

1.13 Without limiting subsection 1.12 of this Schedule:

- (a) where personal information is in paper form, on diskette or other removable media, the Sponsor shall ensure that:
 - (i) the paper records, diskettes and removable media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards,
 - (ii) the personal information is accessible only to those of the Sponsor's officers and employees who need to know the personal information to carry out the obligations of the Sponsor under this Agreement, and
 - (iii) the paper records, diskettes and removable media used to record the personal information are stored securely when not in use;
- (b) where personal information is stored in electronic format, the Sponsor shall:
 - (i) ensure that the computer system or computer network on which the personal information is stored is secure and is accessible only to officers and employees of the Sponsor who need to know the personal information to carry out the obligations of the Sponsor under this Agreement,
 - (ii) ensure that the personal information is protected by a series of passwords to prevent authorized access, and
 - (iii) limit access to and use of these passwords to those of the Sponsor's officers and employees who need to know the personal information to carry out the obligations of the Sponsor under this Agreement.

1.14 When disposing of any paper records and media containing a record of the personal information, the Sponsor shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.

1.15 The Sponsor shall establish and comply with written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:

- (a) provisions for identifying and recording security breaches and attempted security breaches; and
- (b) corrective procedures to address security breaches.

1.16 The Sponsor shall, immediately upon becoming aware of any of the following, notify MHRC in writing of any use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of

the unauthorized use, access, disclosure or destruction. The Sponsor shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction or the personal information and shall notify MHRC in writing of the steps taken.

- 1.17 The Sponsor shall provide training for its officers and employees about the requirements of this Schedule and the Sponsor security policies and procedures.
- 1.18 The Sponsor shall comply with any regulations made, policies issues and reasonable requirements established by MHRC respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Sponsor

- 1.19 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by MHRC or is required by this Agreement, the Sponsor shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Inspection by MHRC

- 1.20 MHRC and its representative may carry out such inspections or investigations respecting the Sponsor's information practices and security arrangements as MHRC considers necessary to ensure the Sponsor is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Sponsor shall cooperate in any such inspection or investigation, and shall permit MHRC and its representatives access, at all reasonable times, to the Sponsor's premises and to records and information relating to the Sponsor's information practices and security arrangements or to this schedule for these purposes.
- 1.21 If an inspection or investigation identifies deficiencies in the Sponsor's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Sponsor shall take reasonable steps to promptly correct the deficiencies to MHRC's satisfaction.

Destruction of personal information on expiration or termination of Agreement

- 1.22 On expiration or termination of this Agreement for any reason, the Sponsor shall, unless otherwise directed by MHRC, destroy the personal information (including all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Statutory definitions of personal information and personal health information

- 1. "Personal information" about an identifiable individual, including
 - (a) the individual's name
 - (b) the individual's home address, or home telephone, facsimile or e-mail number
 - (c) information about the individual's age, sex, sexual orientation, marital or

- family status,
 - (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
 - (e) information about the individual's religion or creed, or religious belief, association or activity,
 - (f) personal health information about the individual,
 - (g) the individual's blood type, fingerprints or other hereditary characteristics,
 - (h) information about the individual's political belief, association or activity,
 - (i) information about the individual's education, employment or occupation, or educational, employment or occupational history,
 - (j) information about the individual's source of income or financial circumstances, activities or history,
 - (k) information about the individual's criminal history, including regulatory offences,
 - (l) the individual's own personal views or opinions, except if they are about another person,
 - (m) the views or opinions expressed about the individual by another person, and
 - (n) an identifying number, symbol or other particular assigned to the individual.
2. "personal health information" means recorded information about an identifiable individual that relates to
- (a) the individual's health care history, including genetic information about the individual,
 - (b) the provision of health care to the individual or
 - (c) payment for health care provided to the individual, and includes
 - (d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and
 - (e) any identifying information about the individual that is collected in the course of, and is incidental to the provision of health care or payment for health care.
3. "**health care**" means any care, service or procedure
- (a) provided to diagnose, treat or maintain an individual's physical or mental condition,
 - (b) provided to prevent disease or injury or promote health, or
 - (c) that affects the structure or a function of the body,

and includes the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

"**PHIN**" means the personal health identification number assigned to an individual by the minister to uniquely identify the individual for health care purposes.

