



Province of Saskatchewan

Order in Council 15/2023

Approved and Ordered: 25 January 2023

Lieutenant Governor

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that the Minister of Health is approved to enter into an agreement, on behalf of the Government of Saskatchewan, substantially in the form of the attached Schedule A, with Canadian Surgical Solutions Ltd. for the Out of Province Hip and Knee Surgical Initiative in an amount not to exceed \$6,000,000 for the purpose of providing hip and knee replacement surgery to Saskatchewan residents at a private surgical centre in Calgary between February 1, 2023 and March 31, 2024.

President of the Executive Council

(For administrative purposes only.)

Recommended by: Minister of Health

Authority: *The Health Administration Act, section 6(c) and 6.2*
The Executive Government Administration Act, section 18

JAG DT 23-01-23

THIS MASTER SURGICAL SERVICES AGREEMENT (the "Agreement") dated this _____ day of _____, 2023.

BETWEEN:

HIS MAJESTY THE KING, in right of the Province of Saskatchewan,
as represented by the Minister of Health
(called "**Ministry**")

- and -

Canadian Surgery Solutions Ltd.
(called "**CSS**")

AND WHEREAS Ministry has determined that access to additional surgical and inpatient services is needed for Saskatchewan residents and wishes to obtain services in the form of certain surgical procedures, as further outlined below, at CSS' premises at 1402 8 Ave NW #300B, Calgary, AB T2N 1B9.

AND WHEREAS Ministry has commissioned services from CSS directly and indirectly through a service delivery organization to provide certain surgical services to patients;

AND WHEREAS Ministry would like to enter into this services agreement with CSS to provide additional clinical services to patients;

The following constitutes the terms and conditions of the agreement between Ministry and CSS for the provision of services specified below.

1. Scope of Agreement, Term of Agreement

1.1 Ministry agrees to purchase services from CSS for patients approved by Ministry, as defined in Section 2 and more specifically identified in Schedule "A" (the "**Services**").

1.2 The Services shall be delivered by CSS in Calgary, as reasonably requested by Ministry, beginning on or about February 2023.

1.3 This Agreement shall continue until terminated by either party in accordance with the terms in section 9 – Termination herein. Additional services may be added to the Services as the parties may agree from time-to-time, which shall be added as additional schedules to Schedule "A".

1.4 This Agreement shall not be construed as guaranteeing that any Services will be purchased by Ministry, or provided by CSS. The Services will be requested on an "as and when requested" basis, at the sole discretion of Ministry.

1.5 In agreeing to provide the Services as set out in Schedule "A", CSS represents and confirms that they possess the capacity and resources to safely and effectively deliver the Services. This Agreement provides the terms and conditions on which those Services will be delivered.

2. Services to be Provided

2.1 Where services under this Agreement are initiated by a designated Ministry representative ("**Authorized Representative**") set out in Schedule "A", CSS agrees to provide the Services, as more fully described below and in Schedule "A".

2.2 Services rendered by CSS shall only be to patients approved for coverage by Ministry and referred to CSS by the Authorized Representative set out in Schedule "A".

2.3 CSS undertakes and agrees to provide the Services in accordance with the requirements of this Agreement and all applicable laws, regulations, and professional standards and requirements.

2.4 CSS further undertakes and agrees to:

- (a) provide the Services in a diligent and professional manner, using qualified and properly licensed medical personnel;
- (b) shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the performance of the Services and which relate to the Services;
- (c) maintain all licenses, accreditations, approvals and permits required to deliver the Services in accordance with this Agreement ("**Licenses**"), and not do anything that would cause an authority to cancel or suspend any License, and deliver all Services in accordance with such Licenses; and
- (d) ensuring that all provisions of *The Employment Standards Code*, C.C.S.M. c. E110 in respect to wages, hours of work and conditions of employment are adhered to; and
- (e) provide Ministry with critical incident and critical occurrence reporting in connection with any patient who receive Services, in a manner consistent with the policies in Schedule "D", as same may be amended from time to time.

2.5 CSS represents and warrants that:

- (a) it is a valid and existing corporation pursuant to the laws of Alberta, and shall continue to be a valid and existing corporation during the term of this Agreement;
- (b) it has the corporate power and capacity to enter into this Agreement and to deliver the Services and it has taken all necessary corporate action to enter into and to deliver this Agreement;
- (c) it possesses the necessary skills, expertise and experience to deliver the Services in accordance with the provisions of this Agreement;
- (d) it has established policies and procedures respecting the delivery of the Services;

- (e) it employs the necessary personnel to provide the Services, and such employees have the necessary qualifications, licenses or accreditations in order to provide the Services in accordance with this Agreement;
- (f) it has all licenses, accreditations, approvals and permits required to carry on business in Ministry and to deliver the Services, and such licenses, approvals and permits have not been or will not be suspended or cancelled;
- (g) it has insurance in accordance with Section 6 of this Agreement and will maintain such insurance for the duration of the Agreement.

2.6 CSS declares that all representations and warranties in this Agreement are accurate statements of fact. CSS acknowledges that Ministry has relied on the accuracy of those facts in entering into this Agreement.

3. Records and Audits

3.1 CSS agrees to keep records of the Services provided, report on the Services provided as agreed upon by the parties and to permit verification of accounts as requested by Ministry.

3.2 Ministry may from time to time monitor the quality of care and determine that the Services are being provided in the manner described and invoiced by CSS. Ministry may, upon reasonable notice, at any time, directly or by way of independent external consultants or auditors, conduct a review, evaluation or audit on CSS in relation to the Services provided pursuant to this Agreement. Provided that where there is no demonstrable risk to a patient's physical safety, the review, evaluation or audit shall be conducted by Ministry and/or its agents in a manner that does not disrupt the Services being provided.

3.3 Ministry may, upon reasonable notice, at any time, conduct a review of the administrative and financial or other practices of CSS pertaining to this Agreement. CSS shall provide to Ministry or its external consultants with access to all financial and program records, accounts and other documents involving the provision of the Services pursuant to this Agreement. All expenses related to such evaluations or audits shall be borne by Ministry.

3.4 Ministry shall provide, or facilitate the provision of all personal information and personal health information (as those terms are defined in Schedule "C"), and any other information pertaining to a patient's medical history or condition, necessary for CSS to provide the Services to the patient under this Agreement. In addition to all written documentation, this Section shall encompass all images, test results, specimens, and any other medically-relevant information or material necessary for CSS to deliver the Services.

4. Fees and Reconciliation for Services

4.1 Subject to the following subsections, in consideration of the Services provided by CSS, Ministry shall pay to CSS a fee for service in accordance with Schedule "B".

4.2 The fees payable to CSS shall remain fixed, and will not be increased or decreased except for as presented in Schedule "B".

4.3 CSS shall supply to Ministry a reconciliation for the month immediately preceding, which includes a copy of the surgical slates (including the date of surgery, procedure performed, time required for the procedure, surgeon's name and a patient identifier) appended for all insured surgical procedures performed plus additional costs that may be applicable as described in the schedules to this Agreement.

4.4 CSS shall not charge any Patient for surgical procedures or in relation to providing inpatient services pursuant to this Agreement. CSS shall not invoice Ministry or any Health Authority for any time, services or supplies for any services provided incidental to surgical procedures under this Agreement.

4.5 No goods or services shall be applied to the fees in accordance with Schedule "B" where the applicable Services constitute exempt or zero-rated supplies under the *Excise Tax Act (Canada)*.

5. Invoices for Services

5.1 CSS shall provide invoices to Ministry in respect of the Services on a monthly basis. Ministry may extend this time period where there are extenuating circumstances, upon written request to CSS which shall not be unreasonably withheld.

5.2 All invoices shall be submitted following the direction of the Authorized Representative, in writing and satisfactory to Ministry in both form and content, and shall include the following information:

- (a) SOW #
- (c) Dates of services
- (d) Types of service
- (e) Any additional information requested by the Authorized Representative.

5.3 CSS shall provide to Ministry any supporting documents, vouchers, statements and receipts when and as requested.

5.4 Ministry shall endeavour to pay CSS any fees due within thirty (30) days after the receipt and approval of the invoice.

5.5 Those invoiced fees, approved but not paid by Ministry within sixty (60) days of receipt and approval, shall bear interest at the Prime lending rate being charged by the Ministry's financial institution on the invoice date.

6. Insurance

6.1 The cost of obtaining and maintaining any required insurance shall be borne by CSS.

6.2 CSS must obtain and maintain insurance throughout the term of the Agreement, including:

(a) Commercial general liability insurance covering claims for personal and bodily injury, death, or damage to property arising out of any of the operations of CSS or its officers, employees, agents or subcontractors providing Services under the Agreement, or as a result of any negligent acts or omissions of CSS or its officers, employees, agents or subcontractors. This insurance shall have a minimum coverage of five million dollars (\$5,000,000.00) per occurrence, name Ministry, its officers, employees and agents as additional insureds relating to the Services provided under the Agreement, and contain a cross-liability clause and provide coverage for premises and operations, products and completed operations, blanket contractual, extended bodily injury, including death, broad form property damage, and non-owned automobile liability.

(b) First and third party cyber-liability insurance in the minimum amount of five million (\$5,000,000) dollars to provide coverage and indemnification against all liability, damages and costs associated with security and privacy breaches, expenses related to regulatory compliance and costs associated with restoring data.

(c) Errors and omissions liability insurance covering errors, omissions, or negligence provision of Services under the Agreement by CSS or its officers, employees, subcontractors or agents. Such insurance policy shall be on an occurrence basis, and shall provide coverage of not less than five million (\$5,000,000) per occurrence.

6.3 Without limiting or restricting the generality of the section above, any insurance acquired shall:

(a) contain a requirement that the insurer give at least thirty (30) days, prior written notice to Ministry in the event it intends to cancel or significantly reduce the coverage; and

(b) meet the requirements applicable by law for the Services provided, including any requirements of a medical professional society.

6.4 CSS shall include Ministry as an additional named insured under its insurance policies and shall not cancel, materially alter, cause or allow the insurance coverage required under this Agreement to lapse without giving thirty (30) days prior written notice to Ministry.

6.5 Workers' Compensation Insurance

(a) CSS shall be registered with the Workers Compensation Board of Alberta

(WCB); and shall provide and maintain in "good standing" workers' compensation coverage throughout the term of the Supply Arrangement.

7. Indemnification

7.1 CSS represents and warrants that it has adequate and appropriate levels of insurance coverage for both its operations and the Services provided under this Agreement consistent with the levels of insurance that would be maintained by a prudent operator, including medical malpractice insurance, automobile liability insurance and commercial general liability insurance against claims for personal and bodily injury, death or damage to property of others, arising out of the performance of any of the Services under this Agreement. Should any of the above-described policies be cancelled or expire without renewal, notice will be delivered in accordance with the policy provisions.

7.2 CSS shall use due care in the performance of the obligations under the Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

7.3 CSS agrees to defend, indemnify and save Ministry and its officers, directors, employees, agents, volunteers and consultants harmless from all claims, actions, losses, costs (including, without limitation, legal fees on a solicitor and own client basis), expenses, judgments and damages of any kind, including those on account of injury to persons, including death, or damage to property, suffered or incurred by Ministry and in any way caused by the acts or omissions of CSS, its servants, agents, employees or any other person for whom CSS is at law responsible, related to or arising out of the operations, activities, programs or other matters to which this Agreement pertains.

CSS agrees that it shall cooperate with Ministry in the defence of any such action, including providing Ministry with prompt notice of any such action and the provision of all material documentation. CSS further agrees that Ministry has the right to retain its own counsel to conduct a full defence of any such action.

7.4 If CSS fails to make any payment required to be made to Ministry pursuant to the section above, Ministry shall be entitled to deduct the amount of such payment from any payment CSS under the Agreement or take whatever other remedies against CSS that Ministry may have at law.

8. Dispute Resolution

8.1 All matters in dispute, arising out of or in connection with this Agreement, shall be resolved in accordance with this section.

8.2 Within five (5) business days of one party notifying the other in writing of a dispute, Ministry's Authorized Representative and CSS shall meet and attempt to resolve the dispute. If the parties are unable to resolve the dispute within ten (10) business days, then Ministry shall meet with representatives of the Board of Directors of CSS in an attempt to resolve the dispute. If the parties are unable to resolve the dispute within a further ten (10)

business days, the representatives of each of the parties shall meet with a mediator from a mediation services company selected by Ministry and agreed to by CSS, in an attempt to resolve the dispute. The costs of the mediator shall be borne equally by the parties.

9. Termination

9.1 The Agreement will be deemed to be terminated at the conclusion of eighteen months from the date of signing; or, when CSS completes the procedure volumes set in the Agreement, whichever occurs earlier.

9.2 Either party may terminate this Agreement or any Services in the Schedule by giving sixty (60) days' prior written notice to the other party with or without cause.

9.3 If, in the opinion of Ministry, CSS has failed to comply with any term or condition of this Agreement, including but not limited to

- (a) losing any of its Licenses;
 - (b) CSS is dissolved or becomes bankrupt or insolvent; or
 - (c) CSS experiences a Critical Incident (consistent with Schedule "E") where CSS is unable to establish a satisfactory remediation plan in the opinion of Ministry,
- the Ministry may terminate the Agreement immediately.

9.3 Unless otherwise agreed by Ministry in writing, upon termination of this Agreement, CSS shall cease to provide further Services under this Agreement. Ministry shall be under no obligation to CSS other than to pay, upon receipt of invoice and supporting documentation, such compensation as CSS may be entitled to for Services provided under this Agreement up to the date of termination, except as otherwise specifically provided in this Agreement.

9.4 Upon notice of termination, CSS and Ministry shall cooperate in transferring patients under CSS' care to other providers, to be effective no later than the termination of this Agreement,. Ministry shall continue to compensate CSS in accordance with this Agreement for Services rendered to patient through the date of transfer or discharge from CSS' care.

10. No Assignment of Agreement

10.1 CSS shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the prior written consent of Ministry, which consent may be withheld for any or no reason or consent given with or without conditions.

10.2 This Agreement shall be binding upon the successors and any permitted assigns of CSS.

11. Amendments

No amendments or changes to, or modifications of, this Agreement shall be valid unless in writing and signed by both parties.

12. Applicable Law / Venue

This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

13. Entire Agreement

This document, including all schedules, form the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

14. No Waiver

Any waiver given by Ministry or CSS with respect to any breach or default or anticipated breach or default of this Agreement shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or of any other breach or default.

15. Survival

The provisions of section 2.5,3,6, 7 and 8 shall survive completion, expiration, or sooner termination of this Agreement by either party for any reason.

16. Independent Contractor

Nothing in this Agreement shall be construed as implying an agency, joint venture, partnership, or employer and employee relationship between the parties, nor between Ministry and any directors, officers, employees, subcontractors or agents of CSS. The relationship of CSS to Ministry is that of an independent contractor.

CSS shall not incur any expenses or debts on behalf of, nor make any commitments for, Ministry without first obtaining written permission from Ministry.

17. Notices / Administrative Contacts

Any notices to CSS under this Agreement shall be in writing and delivered electronically to CSS at:

Director of Operations
Canadian Surgery Solutions

1402 8 Ave NW #300B,
Calgary, AB T2N 1B9.

Derek.bley@clearpointhealth.ca

Any notices or other communication from CSS to Ministry under this Agreement including but not limited to Critical Incidents and Critical Occurrences shall be in writing and delivered electronically to Ministry at:

Dave Morhart,
Acting Executive Director,
Ministry of Health,
306-798-2655

18. Counterparts

This Agreement may be executed and delivered in separate counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, by facsimile or by electronic mail in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart.

SIGNED IN THE PRESENCE OF:

**HIS MAJESTY THE KING, in right of the
province of Saskatchewan, as
represented by the Minister of Health**

Witness Name:

By: _____
Name:
Title:
Date:

CALGARY SURGERY SOLUTIONS LTD.

By: _____
Name:
Title:
Date:

SCHEDULE "A"

Medical Services - General

Any references to "Schedule A" in the Agreement shall refer to all information in this Schedule, including any specific services agreed-upon in the sub-schedule(s).

CSS shall provide all necessary and customary medical services to patients through this Agreement, in addition to all services specified in this Schedule "A" and its sub-schedule(s) (collectively, the "Services").

The Services include all necessary and required care for patients undergoing a procedure at CSS. CSS will be responsible for decisions and actions involving all patient care while a patient is in CSS' care. These Services shall include, but not be limited to:

- All support staff, housekeeping, registered nurses (OR and PAR)
- Receipt, review, clinical review and processing of patient surgical package from surgeon's office
- Confirmation of patient surgical bookings
- Necessary nursing services, including nursing for preoperative assessment documentation, preoperative preparation, baseline vital signs and administration of pre-medication
- Routine surgical supplies and drugs for preoperative, intraoperative and post-operative patient care
- Use of a surgical suite, including instruments, all cleaning and sterilization
- Use of PAR area
- Use of overnight stay rooms
- Change over system – cleaning of premises and required equipment
- Provide all of the necessary equipment, drugs and supplies for anesthetic services
- Provision of all necessary equipment for preoperative, intraoperative and post-operative patient care, e.g. cautery machines, etc.
- Provision of Specialized Surgical Supplies / implants

SCHEDULE "A-1"

ARTHROPLASTY SERVICES

Subject to all other terms of this Agreement, CSS shall provide access to Orthopaedic surgeons and facilitate surgical slates to offer orthopedic arthroplasty services:

CSS agrees to deliver a case volume of [REDACTED] procedures over a period of fourteen months, between February 1, 2023 to March 31, 2024.

Admission criteria

- Under the care of a surgeon with privileges at CSS
- ASA Category I or II and selected ASA III
- Completed patient documentation
- Maximum patient weight is 350lbs

Admission / Day of Procedure:

- Patient to arrive on site 2 hours prior to scheduled surgery appointment.
- Authority must meet the requirements of providing a list of patients that have been vetted to meet the operators outlined presurgical criteria.
- The patient list must be provided 30 days prior to the start of the contract.
- The authority must partner in good faith through the contract.
- Authority to ensure all travel and accommodation related cost are incurred by the patient.

Post-Operative and Discharge:

- It is anticipated that these patients will be in-patient and able to be discharged based on established procedures and clinical needs following arthroplasty surgery.
- Surgeon's staff may follow-up with patients regarding post-operative care as required.
- If a patient cites any additional concerns, the surgeon/Surgeon's office will advise them of the appropriate channel to seek follow-up care.

Time of appointment	Activity
24h post discharge	Registered Nurse post op assessment
7 days	Patient coordinator check in
2 weeks	Physiotherapy check in
2 weeks	PROM survey provided
2 weeks	Surgeon follow up (Wound Check)
6 weeks	Surgeon follow up PROM survey provided

9 weeks	Patient coordinator check
3 months	Surgeon follow up with post operative X- rays
6 months	PROM / Patient satisfaction survey provided
1 year	Surgeon follow up with post operative X- rays

Purchase of Equipment

CSS will obtain of necessary equipment and instruments to facilitate the provision of the Services. CSS will incorporate related expenses into the per procedure costs in Schedule B. No separate payments will be made to CSS related to the equipment and instruments.

Any and all leased equipment are the sole responsibility of CSS during the term of the lease. Following the term of the lease, CSS will then own the assets outright. Following the termination of the agreement, CSS agrees to transfer full ownership of all above equipment and instruments to a designate chosen by Ministry Health, at no additional immediate or ongoing cost to Ministry.

SCHEDULE "B"

FEES

In consideration of the Services provided or delivered to the satisfaction of Ministry, Ministry shall pay CSS the following amounts per procedure:

Procedures	Base Service Fee per Procedure
Cancellation Fees:	
>14 days	No charge
<14*	██████
*Only billed if CSS is unable to fill the gap in the OR schedule	
Pre-Operative Consult	
Surgeon Consult	██████
Anesthesia Consult	██████
Arthroplasty	
Primary Hip	██████
Primary Knee	██████
Primary Shoulder	██████

Ministry will be entitled for rebates depending on volume of procedures completed in a calendar year.

Tier	From
Base	██████ / case
Tier 1 251 / 400 procedures	██████ / Case
Tier 2 401 + Procedures	██████ / Case

Payment will be issued upon receipt of the invoice outlining the Patient identifier, the procedure performed and Surgeon performing it

As per Schedule "A", no separate payments will be to CSS related to equipment or instruments obtained by CSS to deliver the Services.

SCHEDULE "C"

PROTECTION OF PERSONAL INFORMATION

Definitions

1.01 The following terms in this Schedule have the following meanings:

- (a) "agreement" means the Agreement between Ministry and CSS for delivery of the Services, including the recitals and any schedules and appendices to the Agreement, as amended from time to time.
- (b) "personal health information" has the meaning given to that term in *The Health Information Protection Act* and the regulations under that Act, as the Act or regulations may be amended from time to time.
- (c) "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act*, and the regulations under that Act, as the Act or regulations may be amended from time to time, and includes:
 - (i) personal information about an identifiable individual which is recorded in any manner, form or medium; and
 - (ii) personal health information about an identifiable individual
- (d) "representatives" means the Ministers and Executive Leadership Team (in the case of Ministry), directors, officers, employees, agents or contractors of CSS or Ministry and any other party for whom CSS or Ministry is responsible at law.

1.02 The requirements and obligations in this Schedule:

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

Collection of personal information by CSS

1.03 CSS recognizes that, in the course of carrying out its obligations under the Agreement, CSS may receive personal information from Ministry and may collect, acquire, be given access to and may otherwise come into possession of personal information about individuals receiving Services from CSS under the Agreement.

1.04 Where CSS receives, collects, acquires, is given access to or otherwise comes

into possession of personal information, CSS shall receive, collect or acquire only as much personal information about an individual as is reasonably necessary to carry out CSS' obligations under the Agreement.

- 1.05 Where CSS collects or acquires personal information directly from the individual it is about, CSS 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 CSS' organization can answer questions the individual may have about his or her personal information; and

Restrictions respecting use of personal information by CSS

- 1.06
- (a) CSS shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out CSS' obligations under the Agreement and not for any other purpose.
 - (b) The personal information shall be used solely by CSS personally, or (where CSS is a corporation, business, organization or other entity) by the officers and employees of CSS, except as otherwise specifically permitted by Ministry in writing.
 - (c) CSS shall:
 - (i) limit access to and use of the personal information to those of CSS' officers and employees who need to know the information to carry out the obligations of CSS under the Agreement;
 - (ii) ensure that every use of and access to the personal information by CSS and by the authorized officers and employees of CSS is limited to the minimum amount necessary to carry out the obligations of CSS under the Agreement;
 - (iii) ensure that each officer and employee of CSS 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 the pledge of confidentiality in Schedule "F", as requested by Ministry.
- 1.07 CSS shall take all reasonable measures to 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.
- 1.08 CSS shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of CSS under the Agreement.

Restrictions respecting disclosure of personal information by CSS

- 1.09 CSS shall not give access to, reveal, disclose or publish, and shall not permit anyone to give access to, reveal, disclose or publish, the personal information to any person, corporation, business, organization or entity, except as follows:
- (a) to Ministry, and to Ministry's officers, employees and agents, for the purposes of the 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 CSS is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;
 - (e) where disclosure is required or authorized by legislation;
 - (f) 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
 - (g) 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.
- 1.10 Without limiting subsection 1.10 of this Schedule, CSS 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 take reasonable steps to ensure that none of these activities take place.

Protection of the personal information by CSS

- 1.11 CSS 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.
- 1.12 Without limiting subsection 1.12 of this Schedule:
- (a) where personal information is in paper form, on diskette or other removable media, CSS shall ensure that:
 - (i) all paper records, diskettes and removable media used to record the personal information are kept in physically secure areas and are subject to appropriate safeguards when not in use
 - (ii) the personal information is accessible only to those of CSS's officers and employees who need to know the personal information to carry out the obligations of CSS under the Agreement; and
 - (b) where personal information is stored in electronic format, CSS 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 CSS who need to know the personal information to carry out the obligations of CSS under the Agreement;
 - (ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access; and
 - (iii) limit access to and use of these passwords to those of CSS's officers and employees who need to know the personal information to carry out the obligations of CSS under the Agreement.
- 1.13 CSS shall establish and take all reasonable measures to ensure compliance 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.
- 1.14 CSS shall provide training for its officers and employees about CSS' security policies and procedures pertaining to protection of personal health information.
- 1.15 CSS shall, immediately upon becoming aware of any of the following, notify Ministry 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. CSS shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the personal information and shall notify Ministry in writing of the steps taken.
- 1.16 CSS shall comply with any regulations made, policies issued and reasonable requirements established by Ministry respecting the protection, retention or destruction of the personal information. Notwithstanding, Ministry understands and agrees the patient medical record generated during the provision Services to a patient at CSS must be maintained permanently by CSS, and will not be destroyed.

Destruction of personal information on termination of Agreement

- 1.17 On expiration or termination of the Agreement for any reason, if directed by Ministry, CSS shall destroy any personal information or personal health information which is not part of the patient medical record created and maintained in connection with the provision of Services to a patient under this Agreement.
- 1.18 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Ministry or is required by the Agreement, CSS 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.

Statutory definitions of personal information and personal health information

1. **“personal information”** means recorded information about an identifiable individual, including
- the individual's name,
 - the individual's home address, or home telephone, facsimile or e-mail number,
 - information about the individual's age, sex, sexual orientation, marital or family status,

- information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
- information about the individual's religion or creed, or religious belief, association or activity,
- personal health information about the individual,
- the individual's blood type, fingerprints or other hereditary characteristics,
- information about the individual's political belief, association or activity,
- information about the individual's education, employment or occupation, or educational, employment or occupational history,
- information about the individual's source of income or financial circumstances, activities or history,
- information about the individual's criminal history, including regulatory offences,
- the individual's own personal views or opinions, except if they are about another person,
- the views or opinions expressed about the individual by another person, and
- 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

- the individual's health, or health care history, including genetic information about the individual,
- the provision of health care to the individual, or
- payment for health care provided to the individual, and includes
- the PHIN and any other identifying number, symbol or particular assigned to an individual, and
- 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.

“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.

**SCHEDULE "D" – CRITICAL INCIDENT AND
CRITICAL OCCURRENCE REPORTING**

Process

Event	When to Report	Contact Person/Info
Hospital Transfers	To be reported immediately, irrespective of level of harm	Director, Surgical Services and Patient Safety
Adverse Events - actual (harm reaches the patient)	To be reported in complete detail within 3 business days	Director, Surgical Services and Patient Safety
Averse Events - potential (harm does not reach the patient)	To be reported in complete detail within 3 business days	Director, Surgical Services and Patient Safety
Critical Incidents, as defined in the Critical Incident Reporting Guideline 2004	To be reported immediately in reasonable detail, with follow up report in complete detail to be submitted within 3 business days of event. Pursuant to the requirements outlined in legislation (The Critical Incident Regulations, 2016), the Operator shall cooperate with the SHA in the completion of an investigation of the critical incident.	Director, Surgical Services and Patient Safety

Operators are required to report any Adverse Event that results in unintended harm to any Client, and is related to the care and/or services provided by the Operator to the Client, rather than to the Client's underlying medical condition. This will include actual harm as well as events that had the potential to cause harm, but due to timely intervention did not reach the Client.

Definitions:

Adverse Event: The CPSI Canadian Disclosure Guidelines defines an adverse event as "an event which results in unintended harm to the patient, and is related to the care and/or services provided to the patient rather than to the patient's underlying medical condition". This can include actual or potential harm.

Critical Incident: A serious adverse health event including, but not limited to, the actual or potential loss of life, limb or function related to a health service provided by, or a program operated by a Saskatchewan Health Authority (SHA) or health care organization (HCO) as defined in the Critical Incident Reporting Guidelines 2004.

