

### DEFINITION OF PERSONAL INFORMATION

**1.01** 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 Protection of Personal Information document.

**1.02** The requirements and obligations in this Protection of Personal Information document:

- (a) apply to all *personal information* received, collected or otherwise acquired by the Contractor 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

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

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

**1.05** Where the Contractor collects or acquires *personal information* directly from the individual it is about, the Contractor 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 Contractor’s organization can answer questions the individual may have about their *personal information*; and
- (d) their right of access to the information, as set out in the Contractor’s policies under subsection 1.06 of this Protection of Personal Information document.

## ACCESS TO PERSONAL INFORMATION BY THE INDIVIDUAL IT IS ABOUT

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

## RESTRICTIONS RESPECTING USE OF PERSONAL INFORMATION

- 1.07** The Contractor shall keep the *personal information* in strict confidence and shall use the *personal information* only for the purpose of properly carrying out the Contractor's obligations under this Agreement and not for any other purpose.
- 1.08** The *personal information* shall be used solely by the Contractor personally, or (where the Contractor is a corporation, business, organization or other entity) by the officers and employees of the Contractor, except as otherwise specifically permitted by Manitoba Housing in writing.
- 1.09** The Contractor shall:
- (a) limit access to and use of the *personal information* to those of the Contractor's officers and employees who need to know the information to carry out the obligations of the Contractor under this Agreement,
  - (b) ensure that every use of and access to the *personal information* by the Contractor and by the authorized officers and employees of the Contractor is limited to the minimum amount necessary to carry out the obligations of the Contractor under this Agreement.
  - (c) ensure that each officer and employee of the Contractor who has access to the *personal information* is aware of and complies with the requirements, obligations and fair information practices in this Protection of Personal Information document, and
  - (d) ensure that each officer and employee who has access to the *personal information* signs a pledge of confidentiality, satisfactory in form and content to Manitoba Housing, that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Protection of Personal Information document and by the Contractor's security policies and procedures and is aware of the consequences of breaching any of them.
- 1.10** The Contractor 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 1.12 of this Protection of Personal Information document; and
  - (c) no person can modify or alter the *personal information* in a manner which is not authorized.
- 1.11** The Contractor shall not link or match the *personal information* with any other *personal information*, except where necessary to carry out the obligations of the Contractor under this Agreement.

## RESTRICTIONS RESPECTING DISCLOSURE OF PERSONAL INFORMATION

**1.12** The Contractor 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 outside the Contractor's organization, except as follows:

- (a) to Manitoba Housing, and to Manitoba Housing'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 Contractor 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.

**1.13** Without limiting subsection 1.12 of this Agreement, the Contractor 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 benefits; 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

**1.14** The Contractor 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* against such risks as use, access, disclosure or destruction which are not authorized under this Protection of Personal Information document. These security arrangements shall take into account the sensitivity of the *personal information* and the medium in which the information of the *personal information* and the medium in which the information is stored, handled, transmitted or transferred.

**1.15** Without limiting subsection 1.14 of this Protection of Personal Information document:

**(a)** where *personal information* is in paper form, on diskette or other removable media, the Contractor 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 Contractor's officers and employees who need to know the *personal information* to carry out the obligations of the Contractor 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 Contractor 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 Contractor who need to know the *personal information* to carry out the obligations of the Contractor under this 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 the Contractor's officers and employees who need to know the *personal information* to carry out the obligations of the Contractor under this Agreement.

**1.16** When disposing of any paper records and media containing a record of the *personal information*, the Contractor 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*.

**1.17** The Contractor 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 Protection of Personal Information document. 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.

**1.18** The Contractor shall, immediately upon becoming aware of any of the following, notify Manitoba Housing in writing of any use of, access to, disclosure or destruction of *personal information* which is not authorized by this Protection of Personal Information document, with full details of the unauthorized use, access, disclosure or destruction. The Contractor 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 Manitoba Housing in writing of the steps taken.

- 1.19** The Contractor shall provide training for its officer and employees about the requirements of this Protection of Personal Information document and the Contractor's security policies and procedures.
- 1.20** The Contractor shall comply with any regulations made, policies issued and reasonable requirements established by Manitoba Housing respecting the protection, retention or destruction of the *personal information*.

#### **DESTRUCTION OF PERSONAL INFORMATION**

- 1.21** After the *personal information* has been used for its authorized purpose, or where destruction of the *personal information* is requested by Manitoba Housing or is required by this Agreement, the Contractor 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*.

#### **INSPECTIONS BY MANITOBA HOUSING**

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

#### **DESTRUCTION OF PERSONAL INFORMATION ON EXPIRATION OR TERMINATION OF AGREEMENT**

- 1.24** On expiration or termination of this Agreement for any reason, the Contractor shall, unless otherwise directed by Manitoba Housing, 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" means recorded information about an identifiable individual, including
- (a) the individual's name,
  - (b) the individual's home address, or home telephone, facsimile or e-mail address,
  - (c) information about the individual's age, sex, sexual orientation, marital or family status,

- (d) information about the individual's ancestry, race, color, 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, or *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* for 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 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.