

Ministry of Health



GRANDVIEW LODGE/DUNNVILLE

Management Information System and Human Resources Information System

Memorandum of Understanding

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This document has a Medium Sensitivity Classification

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Memorandum of Understanding Sign-Off

The parties below agree to the terms of this Management Information Systems and Human Resources Information System Memorandum of Understanding (**MOU**).

GRANDVIEW LODGE/DUNNVILLE

(Signature)

I have the legal authority to bind the
HSP

Name: Ken Hewit

Mayor

Haldimand County

Date Signed:

GRANDVIEW LODGE/DUNNVILLE

(Signature)

I have the legal authority to bind the
HSP

Name: Evelyn Eichenbaum

Municipal Clerk

Haldimand County

Date Signed:

Ministry of Health (MOH)
Community Health I&IT Solutions
Branch
Community Care Information
Management (CCIM)

(Signature)

Name:

Date Signed:

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1. Introduction

This Memorandum of Understanding (**MOU**) outlines the Ministry of Health's (**MOH**) service delivery of the Management Information System (**MIS**) and the Human Resources Information System (**HRIS**) as it relates to application maintenance and support services for GRANDVIEW LODGE/DUNNVILLE (**HSP**). The MOU, together with any Engagement Support Frameworks (**ESFs**) and/or changes implemented through your requests to the CCIM Service Desk constitutes the entire agreement with respect to the subject matter contained in the MOU and supersedes all prior oral or written representations and agreements.

1.1 Background

The Ministry of Health (**MOH**) sponsored and funded projects to provide the MIS and HRIS via the Community Care Information Management (**CCIM**) program for the supported healthcare sectors in the Province of Ontario.

The MIS and HRIS applications have been offered to the HSP to help improve the effectiveness and efficiency in the collection and reporting to MOH, Health Data Branch, of consistent good quality data. The MIS and HRIS applications provide an integrated approach to managing the financial and statistical data for Ontario Healthcare Reporting Standards (**OHRS**) reporting. OHRS reporting supports the growing emphasis to understand the relationship between the mechanics of health service delivery, the utilization of resources and the effectiveness of treatment modalities.

1.2 Service Objectives

The primary objectives are to:

- Identify the scope and level of business system services that MOH will provide to ensure the provision of service to end users
- Describe the responsibilities of both MOH and the HSP to ensure effective and efficient service delivery
- Identify formal response and resolution times for incidents and service requests
- Document the escalation process to address service issues/problems
- Specify any known service constraints
- Communicate pre-defined maintenance schedules

2. Parties to this MOU

The MOU is an agreement between the HSP and MOH for the ongoing application maintenance and support of the MIS application or the HRIS application or both, as is used by the HSP.

This MOU and the services provided cannot be assigned or transferred by the HSP, in whole or in part to another party without the MOH's prior written consent, which consent may be unreasonably withheld.

3. Support Services

The following are the support services in-scope and out of scope for the applications.

3.1 In-Scope Services

MOH shall provide the following services:

- **Application Hosting Services:** Provide hosting services for the applications in a secure datacentre with the privacy and security protections noted below.
- **CCIM Service Desk:** Maintain the applications with vendor recommended software patches, updates and releases. Provide application level and technical support to the HSP end-user community.
- **Backup and Recovery:** Schedule a complete backup of the HSP's file system and database on a nightly basis. In the event the HSP requires a restoration of data, the MOH will retrieve and restore the required backup.
- **Communication to HSP (service delivery):** Notify the HSP of service outages via the CCIM Service Desk in accordance with section 5.1 of this MOU.
- **Disaster Recovery Plan (DRP):** Maintain a DRP which outlines the method in which MOH will respond to a "disaster event" that impacts the technical infrastructure of the applications. A disaster may affect one or many infrastructure elements with differing levels of loss of service.
- **Software License Management:** Allocate, maintain and manage software licenses to the applications. The HSP may request a change to their license allocation, which will be subject to the approval of MOH.
- **Training:** Provide a tool for application-based training for users of the applications through the use of a Learning Management System.
- **Implementation/Upgrade Services:** Provide implementation/upgrade services for the applications as approved and funded, and potentially requested through the service request process. The implementation/upgrade services and scope are defined in an ESF with the HSP.
- **Vendor Management:** Manage and interact on behalf of the HSPs with the vendor(s) that provide the applications. This would include opening cases for unresolved incidents or inquiries and enquiring for upcoming patches or releases.
- **Provincial Standards (Ontario only):** As applicable for the applications.

3.2 Out of Scope Services

The following services are out of scope and are not the responsibility of MOH:

- HSP Internet connectivity and access to the applications
- Third Party Software and services not identified in the ESF(s)
- Local HSP I.T. Infrastructure

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- HSP Organizational Business Continuity Plan / Disaster Recovery Plan
- Use of the application to pay any employees who do not reside in the Province of Ontario
- Support for meeting applicable laws or standards outside of Ontario
- **Data extraction including transition-related services to alternate providers, in the event that the MOU has been terminated by either party**
- **Maintenance and retention of the HSP's production and pre-production database(s) in the event that this MOU is terminated or in the event that there has been no new data entered to the HSP's database in over one year**

4. Responsibilities and Accountabilities

4.1 MOH

The responsibilities of MOH as the ministry stakeholder and as the service provider of HRIS and MIS, are as follows:

- Provide overall strategic, operational direction and day-to-day management to the CCIM program in support of the delivery of business and technology applications to the community care health sectors beyond this scope of this MOU.
- Provide funding for the ongoing support of the MIS and HRIS applications, which is reviewed and approved on an annual basis on terms that are separate from this MOU.
- Chair and facilitate the governance structure of CCIM through the Terms of Reference (available upon request to the Service Desk), that exist outside the terms of this MOU.
- Provide HRIS and MIS application, business, infrastructure and operations related to connectivity and access, and vendor support to the HSP as described in section 3.1.

4.2 HSP

The HSP is accountable for compliance with all applicable laws and regulations, including but not limited to, tax remittances, employment standards, privacy and any other laws and regulations applicable to the running of their organization including in respect of any data provided to MOH in respect of the HRIS and MIS.

The HSP is the sole owner with custody and control of the data and is responsible for any changes made to the data, through HSP action or action taken by MOH on behalf of the HSP (Service Request). MOH will not access the data without permission from the HSP.

The responsibilities and accountabilities of the HSP, as the client of MOH, are as follows:

- Exercise sound privacy and security practices within the HSP, including but not limited to:
 - Adhering to any security and privacy control changes, safeguard enhancements or new compliance measures introduced towards protection of MIS and HRIS applications and contained data.

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- Management of all HSP users, their roles and access including designating a primary and backup user authority role within the HSP accountable for validating accuracy and currency of all HSP user accounts in MIS/HRIS applications.
- Immediately informing MOH of all user access related changes including account provisioning and de-provisioning requests that requires MOH support services
- Immediately informing MOH in case of any security or privacy incident that has an impact to the MIS and HRIS hosted system or services
- Cleaning up shared drives
- Closing sessions when they are no longer in use
- Not sharing login access or password information
- Ensure the computers used to connect to the applications:
 - Meet minimum system requirements as required by MOH
 - Are updated with the latest operating system and application patches.
 - Are licensed for Microsoft Office Word and Excel. The licensed versions of Microsoft Office Word and Excel will need to be equal or greater to the Microsoft Office versions used in the applications.
- Ensure all employees paid through the system reside in the Province of Ontario.
- The privacy, security and confidentiality of any documents, reports or data once they are exported to the HSP from the application hosting server / CCIM site.
- The accuracy of the data entered into the applications.
- Any back-office use (providing third-party support to other organizations with HSP's designated database) of the applications is prohibited unless written approval from the MOH is obtained.
- Ensure that the HSP does not utilize the CCIM provided database(s) for entities other than their own.
 - If for any reason the HSP requires the use of the applications for an unsupported entity, the HSP shall seek the prior written approval from MOH.
- Notify MOH prior to undergoing any changes that will affect the configuration of the applications, such as:
 - Amalgamation/Merger
 - Signing Authority/Point of Contact Change
 - Change in legal entity and/or name
 - New CRA business number
 - Material changes to your Service Accountability Agreement
 - Closure/Opt-out
 - New employees that require access to the application(s)
 - Employees that already have access who have left the HSP
 - Change in OHFS facility number
 - Number of concurrent users

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- Changes in the number of employees
- Ensure users are qualified and trained on use of the applications
- Maintain awareness on communications and follow up with CCIM for additional information.
- The number of HRIS licenses allocated may not exceed the total employees reported on the HSP's T4 summary without prior review and approval by MOH, if applicable.
- **In the event that the MOU is terminated for any reason, the HSP is solely responsible for retaining their own data by running queries against their data.**

5. Application Availability

The HRIS and MIS applications are available 24/7, excluding planned and emergency maintenance as outlined below in section 5.1. MOH will provide email support to the application from Monday to Friday during core business hours, which are 8:30 AM to 5:00 PM. There is no after hours support available.

There is no support available on holidays listed below.

- | | |
|------------------------|-------------------|
| • New Year's Day | • Civic Holiday |
| • Family Day (Ontario) | • Labour Day |
| • Good Friday | • Thanksgiving |
| • Easter Monday | • Remembrance Day |
| • Victoria Day | • Christmas |
| • Canada Day | • Boxing Day |

In the event that support is not available due to maintenance, upgrades, etc. the HSP will be notified as soon as reasonably possible.

5.1 Maintenance Window

Except for scheduled or emergency maintenance windows, the applications will be available 7 days a week, 24 hours a day.

Scheduled maintenance for application upgrades occurs every weekend, from Saturday 20:00 (08:00 pm) to Sunday 08:00 (08:00 am), except for the two weekends prior to OHRS Trial Balance Submission deadlines. The application may not be available during maintenance windows.

When an upcoming maintenance event deviates from the scheduled maintenance schedule, the CCIM Service Desk will provide the HSP with a maintenance notification three business days prior to the planned outage.

Emergency maintenance for system patches that results in unavailability of the applications are kept to an absolute minimum. When these occur, the MOH upgrade team will make every effort to notify the HSP in advance.

6. Application Service Desk

Application support includes support for application-related incidents, application changes, and configuration queries.

The CCIM Service Desk will classify all service requests, incidents and inquiries in accordance with the Service Levels set out in section 6.2.

6.1 Reporting Inquiries, Incidents or Service Requests

For all inquiries incidents or service requests contact the CCIM Service Desk via email as provided by MOH (<https://www.ccim.on.ca/>).

The CCIM Service Desk will log all reported inquiries, incidents or service requests into the MOH service management system which will generate a unique ticket reference. The CCIM Service Desk will provide support for all application related inquiries, incidents and service requests.

6.2 Service Levels Targets

Response time: Response time is calculated from the business date and time during regular support hours the CCIM Service Desk receives an inquiry, incident or service request from the HSP to when a subject matter expert acknowledges and begins the assessment of the issue.

Resolution time: Resolution is calculated from the business date and time during regular support hours the inquiry, incident or service request ticket is created to when the ticket is resolved.

Service Level Targets: All issues will be resolved within defined timeframes 90% of the time.

Exception Conditions: All defined service response and resolution time exclude scenarios related to any unprecedented environmental, social or technical events or incidents such as wide scale electrical grid failure, pandemic, earthquakes, security incidents related to ransomware etc.

All CCIM Service Desk inquiries, incidents and service requests will be prioritized and handled based on the following criteria:

Priority	Description	Response Time	Resolution Time
Urgent	<p>The HSP is <u>unable</u> to access the MIS and/or HRIS application (not including failures of the HSP I.T. infrastructure or Internet access). No workaround is available.</p> <p><u>Example 1:</u> The application(s) are unavailable for a single HSP</p> <p><u>Example 2:</u> The application(s) are unavailable for all HSPs</p>	2 Hour Maximum	8-10 Hours*

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Priority	Description	Response Time	Resolution Time
High	The HSP is <u>able</u> to access the MIS and/or HRIS application; however, the HSP is unable to proceed due to an application understanding question or is unable to use a major function of the Application. <u>Example</u> : Unable to complete a payroll or cheque-run due to an application error	4 Hours Maximum	2 Business Days
Medium	The HSP is able to use functionality within the application but requires minor adjustments or questions answered. <u>Example</u> : Creating a new user	1 day Maximum	5 Business Days
Low	The HSP requires an answer to a minor question that has no impact on using the application <u>Example</u> : Setting up Quadrant Self Service (QSS)	2 days	15 Business Days

The examples listed above are default priorities and are subject to change based on the business impact to the HSP.

* Urgent incidents Resolution time is measured on a 24-hour clock. Depending on the nature of the urgent request, the resolution time may differ.

The MOH will use commercially reasonable efforts to meet the foregoing service level targets. The MOH is not responsible for any direct or indirect losses, costs or damages incurred by the HSP in connection with its use of the services. The HRIS and MIS services are provided “as-is” without any warranties.

6.3 Escalation

If issues are not responded to or resolved within the times specified above, or the applications do not meet expectations, the HSP may escalate the issue via the CCIM Service Desk.

MOH service managers will review the escalation(s) and communicate with the HSP, as soon as practical, to outline the reasons why the service was not delivered and what may be done in the future to prevent such an incident from recurring.

7. Backup Schedule

MOH conducts the following activities to support database management practices:

- Nightly full database backups at 8 PM; retained for 1 month.
- Weekly backups on Sundays; retained for 1 year.
- Monthly production database backups on the first day of each month; retained for 7 years.

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- Monthly pre-production database backups on the first day of each month; retained for 1 year.

7.1 Data Restoration Requests

The support process can be leveraged to restore a backup of the HSP's database. MOH makes copies of database contents as per the paragraph above. When requested to do so by the HSP, MOH will restore the database and confirm with the HSP that the appropriate database has been restored. Requests for data restoration require approval by the HSP's User Authority via a CCIM Service Desk ticket and typically require 5 business days to fulfill.

7.2 Data Destruction/Disposal Policy

MOH adheres to a documented internal Data Destruction/Disposal Policy. Information regarding the Data Destruction/Disposal Policy can be obtained by contacting the CCIM Service Desk.

8. Data Protection Policy

MOH will ensure privacy and security safeguards are implemented with respect to protection of the HSP's data and information provided to MOH to be processed through the applications and stored on the databases. MOH safeguards include a combination of architectural, technical, physical, administrative and environmental security and privacy controls. MOH will not disclose any HSP data or information to any third party unless permitted or required by law. HSP acknowledges and agrees that the MOH is subject to the *Freedom of Information and Protection of Privacy Act* which may require the disclosure of records created in connection with this MOU to third parties.

MOH ensures security of the HSP data through the following controls:

- Each HSP's data is kept in a separate database.
- Only authenticated users have access to the data.
- Repeated failed login attempts will lock a user account.
- System and application events are logged.
- All Internet connections are encrypted.
- Applications run in a high-availability mode so that there is no single point of failure in the delivery of the applications.
- Data is securely backed up every night.
- A copy of the backup is stored offsite in a secure location

For the successful use of the applications, MOH requires that:

- HSP provides and ensures that their users have security awareness training.
- User IDs and passwords are kept confidential and are not shared between HSP users.
- HSP identifies and authorizes application access roles and privileges for their users.
- HSP informs MOH of any changes affecting their user's access privileges.
- The HSP will be responsible for correcting data errors; MOH will not correct data.

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- The HSP assume responsibility for managing all privacy and security breaches including notifying all regulators and individuals affected by any such breaches and maintaining all applicable records, in accordance with applicable laws.

The Privacy Policy can be obtained by contacting the CCIM Service Desk.

9. Term and Termination

This MOU will commence on the date last signed above and will continue until its termination. It will be reviewed annually and MOH may make any changes to the HRIS or MIS services or this MOU by providing 30 days notice to the HSP, which changes shall be incorporated into and form part of this MOU.

Either party may terminate this MOU by giving 30 days prior written notice of termination to the other party.

Failure to comply with the responsibilities listed in this MOU may result in MOH immediately terminating or suspending the services.

In the event of termination, MOH will ensure that the HSP's production data will be deleted within 3 months of the effective date of termination. The HSP is responsible for ensuring that they extract all the data and reports necessary from the HRIS and MIS database to meet regulatory and other stakeholder requirements. MOH will not provide any other service to the HSP including transition services to alternate providers either before or after the date of termination.