Norsk helsenett

Supplier terms and conditions for integration with services in the Norwegian health network (Helsenettet)

1 The Norwegian health network

The Norwegian health network is a communication solution that encompasses national infrastructure, joint services and common components for the exchange of and secure access to information between enterprises in the health and care services and the health and care administration. Norsk helsenett manages and operates the health network, which is an ecosystem that is reserved for members and their suppliers. Membership of the health network is a basic prerequisite for health enterprises to interact and exchange information with the necessary level of trust.

2 Background to the supplier terms and conditions and which suppliers they apply to

In these terms and conditions, "supplier" means an enterprise that supplies system solutions or other technical infrastructure to a healthcare enterprise. This includes both commercial operators and other enterprises that support health enterprises with system solutions or other technical infrastructure. These terms and conditions regulate rights and obligations between Norsk helsenett and suppliers that are working to integrate with one of these services on behalf of one or more health enterprises or an enterprise in the state health administration. The supplier terms and conditions are aimed at suppliers who supply patient record systems and other administrative systems that are used by members, i.e. in health enterprises and the health administration. The terms and conditions also cover suppliers who provide operating and cloud services, including helseID (health ID) and the health network connection to their customers.

The health network is reserved for members and their suppliers. In order to integrate with services in the health network, an authorised representative from the supplier must accept the terms and conditions set out in this document. The terms and conditions apply alongside the membership terms and conditions that the supplier's customer must sign. The supplier has an independent obligation to comply with the supplier terms and conditions.

The supplier must be registered in the Brønnøysund Register Centre's Register of Business Enterprises in order to use and/or integrate with services provided by Norsk helsenett.

These terms and conditions do not apply to suppliers listed in the tool directory (*verktøykatalogen*) on Helsenorge.no

3 Relationship between the supplier and the member of the health network

The supplier may only integrate with services in the health network on behalf of health enterprises or enterprises in the state health administration. The supplier may clear integration with a service in the health network, but may not put it into production until the authorised representative from the health enterprise or enterprise in the state health administration has signed the membership agreement and accepted the necessary terms and conditions of use.

The supplier may only use the integration with the service in the health network for services that are provided on behalf of the member.

The supplier will be expected to have an active approach to the terms and conditions of use that apply to the services that the member has signed. It is important that suppliers assist the member in fulfilling the member's obligations, as it is the supplier who will most often have insight and actually carry out the integration with Norsk helsenett.

The supplier and member must ensure that the commercial deliveries are regulated through the necessary agreements, including a data processing agreement. The contractual relationship between the member and supplier falls outside the responsibility of Norsk helsenett.

4 The supplier's responsibilities

4.1 Responsibility for information security

The supplier is responsible for information security in its operations and its own systems, and shall follow the Norwegian Code of Conduct for Information Security and Data Protection in the Health and Care Sector for Vendors (the Code).

Suppliers are obligated to offer products and services in accordance with the current version of the Code at all times and, upon request, shall give Norsk helsenett insight into the fulfilment of/compliance with the requirements

In addition to following the Code, the supplier has an independent responsibility to comply with all statutory requirements regarding information security and the processing of health and personal data in general.

The supplier shall have established a management system or internal control which describes the formalisation of how the supplier plans, implements, evaluates/verifies and corrects compliance with relevant regulations, requirements and agreements.

The supplier must comply with current technical requirements stipulated at all times by Norsk helsenett for access to solutions managed by Norsk helsenett. The supplier shall manage and update its solution in accordance with best practice.

Norsk helsenett reserves the right to assess whether systems with links to solutions that Norsk helsenett manages entail risk, and may require such systems to be updated by a given deadline.

Norsk helsenett may require the supplier to make changes to its software, software library and third-party components if Norsk helsenett deems this necessary in order to achieve the necessary level of security for integration with solutions that are managed by Norsk helsenett. Norsk helsenett will make these assessments for as long as the supplier provides its services in the health network.

Changes and updates must be completed in accordance with deadlines stipulated by Norsk helsenett. The supplier's procedures and work processes must be updated as and when necessary. Upon request or as and when required, the supplier shall confirm that required changes and updates have been implemented in accordance with the applicable requirements.

4.2 Integration and maintenance of interfaces/updates in connection with integration with services

The supplier shall comply with current integration requirements and established standards adopted by Norsk helsenett at all times.

In the event of changes to systems, the supplier shall ensure that this does not affect the performance or data quality of the national solutions. Among other things, this means that the supplier shall ensure that any errors introduced with such changes are corrected prior to production launch. If necessary, the change may undergo regression testing in a dialogue with Norsk helsenett.

Norsk helsenett will announce changes to the service via the applicable notification procedure in place at all times. Norsk helsenett shall be free to terminate versions of integration interfaces, including third-party APIs, no less than six months after a new version has become available, or by agreement in the case of an approved postponement. Norsk helsenett will have at least two versions running during the transition phase.

4.3 Testing and verification

To ensure that the supplier follows the current integration requirements and established standards at all times, the supplier shall be obligated to follow the testing and verification process established by Norsk helsenett, which assesses results and documentation prior to any connection in production. This includes a right for Norsk helsenett to conduct a code review of the supplier's solution, provided that the supplier holds the necessary legal rights to disclose the code. If the supplier does not have the right to disclose the code, acceptance of an alternative method for testing the solution shall be at the discretion of Norsk helsenett. Norsk helsenett reserves the right to require changes to be made to the supplier's solution prior to production launch.

The supplier shall be responsible for ensuring the quality of its own solution, including changes that affect functionality and integration with services in the health network. If a supplier makes significant changes to how their own systems interact with services in the health network (pattern of use), the supplier must notify Norsk helsenett and undergo a further quality assurance and code review.

When communicating with one of Norsk helsenett's production environments, it is not permitted to use test patients/fictitious patients in order to test the solution, or to record information in the solution for test or training purposes. All recording of data in production must be linked to a real treatment situation. Tests must always be performed in a test environment, and only synthetic data may be used in a test environment. In collaboration with the customer, the supplier shall ensure that tests are performed in separate testing environments.

4.4 Multi-tenants

A supplier may have one integration with a service in the health network, regardless of how many customers (members of the health network) the supplier serves, so-called "multi-tenants". The supplier shall ensure that the authenticated identity of the logged-in healthcare professional is traceable throughout the entire user session. The supplier shall be able to trace the original authenticated identity, so that it is possible to document and verify the identity that is shared.

The supplier shall also ensure a secure link between the identity of the logged-in person and the health enterprise that the person concerned performs a role in, for the individual user session, so that access to information follows the role of the logged-in person in the individual health enterprise.

4.5 Notification of incidents and incident management

The supplier shall notify Norsk helsenett via the appropriate contact person if it is discovered that:

- systems or system components that are integrated with services in the health network have been compromised or have detected a significant information security risk.
- a personal data breach is suspected as having occurred.
- unscheduled interruptions or reductions in service quality or situations that could lead to reduced quality or performance of services in the health network.
- other serious faults or incidents in own systems.

The supplier shall also be responsible for having a staffed point of contact who can be contacted by Norsk helsenett in the event of incidents and incident management. Norsk helsenett has procedures for both notification and incident management.

4.6 Crisis and emergency response plans

The supplier shall have the necessary crisis and emergency response plans in place for systems associated with services in the health network.

5 Collaboration concerning testing

Norsk helsenett offers suppliers the opportunity to participate in the testing of new functionality and the development of new services in the health network. Invitations to participate in testing will be issued in a dialogue with the supplier market on open collaborative forums. Norsk helsenett practises the equal treatment of suppliers.

Testing can be conducted in stages, and a separate cooperation agreement may be entered into concerning testing as and when necessary.

When participating in testing, the supplier must take into account that the service is under development and undergoing testing. The solution, support materials and processes, etc. will be developed/updated on an ongoing basis during the agreement period.

The supplier terms and conditions apply to research collaborations insofar as they are applicable. The supplier accepts that Norsk helsenett will not be held liable for the supplier's direct or indirect losses under any circumstances. This includes, but is not limited to, losses related to loss of funding, performance, uptime, scalability, progress, scope and quality.

6 Contact points

6.1 For Norsk helsenett

Contact point at Norsk helsenett for all enquiries regarding services in the health network:

- Telephone: (+47) 22 40 00 40
- E-mail: kundesenter@nhn.no

6.2 For the supplier

The supplier shall be responsible for keeping information about points of contact within its own organisation correct and up-to-date. Updated information must be communicated to the contact point at Norsk helsenett. Of particular importance is the safety and integration manager (technical manager), as this point of contact can be used for handling technical matters and safety matters and in the event of error situations linked to the supplier's integrations with the solutions that are managed by Norsk helsenett.

7 Responsibility for data

Norsk helsenett may perform the role of data controller or data processor in respect of personal data that is processed in the services in the health network.

A supplier may only process personal data in the role of data processor and on the instruction of a data controller health enterprise or enterprise in the state health administration.

It is presupposed that the supplier has entered into a data processing agreement with the health enterprise on behalf of which the supplier is processing personal data, and shall log who it acts on behalf of in the processing activities. Neither Norsk helsenett nor the supplier shall act as a data processor for the other on the basis of these terms and conditions.

8 Confidentiality

The confidentiality provisions of the Norwegian Public Administration Act (*forvaltningsloven*) shall apply to the parties and any subcontractors and third parties. In addition, any party that processes health data in personal health data filing systems used for therapeutic purposes pursuant to the Personal Health Data Filing Systems Act (*pasientjournalloven*) and/or in a health data filing system pursuant to the Personal Health Data Filing System Act (*helseregisterloven*) shall be subject to a duty of confidentiality pursuant to Section 21 et seq. of the Health Personnel Act (*helsepersonelloven*). Others who gain access to or knowledge of health data from a health data filing system used for therapeutic purposes or health data filing system shall be subject to the same duty of confidentiality.

The parties shall take the necessary precautions to prevent unauthorised persons from gaining access to or becoming familiar with confidential material or information.

The duty of confidentiality shall continue to apply after termination of the services. Employees and others who resign from their position with one of the parties or its subcontractors shall also be required to maintain the confidentiality of information regarding matters referred to above after their resignation.

9 Access to information and auditing

Norsk Helsenett shall have the right to audit and verify the supplier's compliance with the terms and conditions, including that the integrations with the national e-health solutions comply with current requirements and specifications. Audits shall be based on supervisory reports from public supervisory authorities and audits conducted either by the organisation itself or with the aid of third parties, as well as completed certifications. Audits shall be conducted in a way that minimises any interference with general operations and service delivery.

Audits shall be a suitable means for confirming or refuting to Norsk Helsenett that the terms and conditions of use are being complied with. If an audit reveals that the terms and conditions are not being complied with, the supplier shall be obligated to amend the service in such a way that the terms and conditions are met. In such a case, the supplier shall be obligated to reimburse Norsk Helsenett's costs attributable to performance of the audit.

10 Costs

The supplier must cover its own costs attributable to integration with services in the health network and provide the necessary expertise, including for testing and maintenance of the integration.

11 Breaches and sanctions

In the event of a breach of the parties' obligations, efforts must be made to find a solution between the parties so that the integration and other deliveries under these terms and conditions can be safeguarded as anticipated.
The supplier shall be obligated to notify and rectify the breach without undue delay.

11.1 Deactivation of the supplier's integration with services in the health network

In the event of justifiable suspicion or confirmation of the occurrence of a breach of the Code or other terms and conditions for integration with services in the health network, Norsk helsenett shall be entitled to implement the necessary security measures in order to limit adverse effects for other operators in the health network.

This will be especially relevant in the event of confirmed security breaches in connection with critical vulnerabilities where Norsk helsenett will be able to implement necessary measures.

Decisions concerning measures or deactivation shall be made by Norsk helsenett. Norsk helsenett will conduct a specific and discretionary overall assessment. The assessment must weigh safety considerations against considerations relating to life and health.

The supplier accepts that Norsk helsenett may refuse to permit integration of the supplier's operations with the services in the health network until the situation has been rectified, or permanently if the supplier repeatedly fails to comply after being notified of necessary measures and/or possible deactivation.

11.2 Compensation

Breaches or errors in connection with services in the health network shall not provide a basis for claims for compensation or reimbursement, except in the event of gross negligence or wilful intent.

Breaches on the part of the supplier shall provide a basis for claims for compensation from Norsk helsenett if the breach is not rectified within a reasonable period of time and has caused Norsk helsenett to incur direct costs.

No claim may be put forward for reimbursement for indirect losses.

Norsk helsenett's liability for errors committed by one of its suppliers shall under all circumstances be limited to the amount that Norsk helsenett receives from the supplier as compensation for the organisation's losses in each individual case.

12 Amendments to the terms and conditions

Norsk helsenett shall have the right to unilaterally amend these terms and conditions. The applicable terms and conditions are published on Norsk helsenett's website at all times.

Norsk helsenett shall announce material changes to these terms and conditions and give the supplier reasonable notice to comply with the changes. 'Material changes' means changes to the roles, responsibilities, tasks or obligations of the parties.

13 Assignment

Norsk helsenett may wholly or partly assign its rights and obligations under these terms and conditions to another Norwegian public enterprise or publicly owned company that is entitled to similar terms and conditions.

The supplier shall not be entitled to assign its rights and obligations under these terms and conditions.

14 Termination

The supplier may terminate these terms and conditions after giving one month's written notice.

15 Disputes

In the event of disagreement between the parties concerning the interpretation or legal implications of these terms and conditions, the parties shall first attempt to reach agreement through negotiation and/or mediation.

The rights and obligations of the parties under these terms and conditions shall be interpreted and supplemented in accordance with Norwegian law.

The address of Norsk helsenett's head office shall determine the choice of legal venue in the event of court proceedings concerning disputes.