

Information Management Agreement - Generic

BETWEEN:

LEAD CUSTODIAN'S NAME

("Physician(s)")

- and -

INFORMATION MANAGER NAME

("Information Manager")

INFORMATION MANAGEMENT AGREEMENT

1. GENERAL

- 1.1 This Agreement is intended to establish the rules governing the collection, storage, and disclosure of health information by the Information Manager and the terms upon which the Physician(s) may process, store, retrieve or dispose of health information.
- 1.2 The guiding principles of this Agreement are in compliance with s. 66 of the HIA.

2. DEFINITIONS

- 2.1 Unless otherwise specified, capitalized terms in this Agreement shall have the meanings ascribed to such terms in the *Health Information Act* (HIA).
- 2.2 "Health Information Act" or "HIA" means the Health Information Act, R.S.A. 2000, c. H-5, as amended from time to time and the regulations thereunder.
- 2.3 "Electronic Medical Record" or "EMR" means the collection of health information relating to the Patients of the custodian(s) stored in an electronic format and managed by the Information Manager.
- 2.4 "Information Management Agreement" means this Agreement.
- 2.5 "Information Management Services" means the services provided by the Information Manager to the Physician(s) in accordance with the provisions of this Information Management Agreement.

- 2.6 “Patient” means an individual who attends a physician for the purposes of receiving medical care.
- 2.7 “Physician(s)” means a medical doctor licensed to practice medicine in the Province of Alberta, includes physicians practicing through Professional Corporations, physicians practicing as partnerships, or in association with other physicians (“the Physician Group”).
- 2.9 “System” means the EMR software utilized by the Physician(s) in the course of performing their clinical responsibilities for Patients.
- 2.10 “Third Parties” means individuals or other entities who are not party to this Information Management Agreement.

3. AUTHORIZED REPRESENTATIVE(S)

- 3.1 The Physician(s) hereby appoints the person or persons named in Schedule A to this Agreement as their Authorized Representative(s) (“the Authorized Representative(s)”). The Physician(s) warrant that the Authorized Representative(s) have the authority to execute this Agreement on behalf of the Physician(s); execute all notices for and on behalf of the Physicians; and give and receive all notices under this Agreement.
- 3.2 Where there are two or more Physicians and a Physician who is an Authorized Representative terminates his participation with the Physician Group, that Physician shall no longer be an Authorized Representative as of the effective date of the termination.

4. CONTINUING CONSENT OF PHYSICIAN(S)

- 4.1 Each Physician consents to the release of health information to the Information Manager in accordance with, and for the purposes outlined in this Agreement.
- 4.2 Where an Authorized Representative is designated, the Authorized Representative warrants that all Physician(s) who are members of the Physician Group have provided their consent to the release of health information to the Information Manager on the terms and conditions outlined herein.

5. APPOINTMENT AND DUTIES OF INFORMATION MANAGER

- 5.1 The Physician(s) hereby appoint _____ to act as its Information Manager.
- 5.2 The Information Manager may process, store, retrieve or dispose of health information relating to a Patient’s treatment within the clinic.
- 5.3 The Information Manager may use health information in its custody and control for any of the purposes outlined in this Information Management Agreement.
- 5.4 The Information Manager may disclose health information as authorized by the HIA and in accordance with the specific directions from the Physician(s).

- 5.5 In providing the Information Management Services in accordance with this Agreement, the Information Manager will need to have access to, or may need to process, store, retrieve or dispose of the some or all of the health information.
- 5.6 The Information Manager shall not collect health information
- 5.7 The Information Manager shall process, store, retrieve or dispose of health information strictly in accordance with the terms of this Agreement, the HIA and any other applicable legislation in force in the Province of Alberta and will not allow access to health information to any person other than for the purposes referenced in this Agreement.
- 5.8 The Parties agree that all health information is private and confidential. The Information Manager will take reasonable steps to maintain that confidentiality, including termination of this Information Management Agreement with Physicians determined to be in breach of this Agreement.
- 5.9 The Physician(s) warrant and represent that the health information has been gathered and stored with the consent of the patient who owns the health information contained therein.

6. CONFIDENTIALITY

- 6.1 The Information Manager shall treat all health information that it has access to under this Information Management Agreement as confidential. Only those employees or agents of the Information Manager who are engaged in information management services shall have access to health information.
- 6.2 The Information Manager shall take all reasonable steps to prevent the unauthorized disclosure of health information.
- 6.3 The Information Manager shall limit its use and disclosure of health information to only the minimum necessary health information required by the Information Manager to furnish services or resolve support issues on behalf of the Physician(s).
- 6.4 Should any unauthorized disclosure of health information occur, the Information Manager shall forthwith provide immediate notification to the Physician(s), including the particulars of the disclosure. The Information Manager shall take all reasonable steps to mitigate the disclosure immediately and on an ongoing basis, as required.
- 6.5 The Information Manager may disclose health information to any other information managers used by the Physician(s) with authorization from the physicians.

7. PATIENT REQUEST FOR INFORMATION

- 7.1 Any expressed wishes from a Patient relating to health information, including access requests and requests to amend or correct health information under Part 2 of the HIA, will be directed to the Physician(s). The Information Manager will not take any other action without authorization by the Physician(s).

- 7.2 Any requests under clause 22 must be forwarded, in writing, to the Physician(s) as soon as possible.
- 7.3 A custodian must make every reasonable effort to respond to a request under section 8(1) within 30 days after the request was received. The information manager must make a reasonable effort to immediately notify the custodian.

8. PROTECTION AND SECURITY OF HEALTH INFORMATION

- 8.1 The Information Manager, its employees, subcontractors, and agents shall protect the health information against such risks as unauthorized access, use, disclosure, destruction or alteration.
- 8.2 The Information Manager, its employees, subcontractors, and agents must not modify or alter the health information unless it is required as part of the information management services and only on the written instructions of the Physician(s).

9. RETENTION AND DESTRUCTION OF HEALTH INFORMATION

- 9.1 No health information in the custody and control of the Information Manager shall be copied, retained, destroyed, or disposed of without the express written consent of the Physician(s).

10. TERM AND TERMINATION

- 10.1 This Information Management Agreement is for a term of _____ .
- 10.2 Either party may terminate this Information Management Agreement by serving the other party with written notice of termination
- 10.3 Upon termination, the Information Manager shall not disclose health information contributed by the Physician(s)
- 10.4 Upon termination of this Information Management Agreement, the Information Manager will ensure that the health information is returned to the Physician(s) who have contributed the health information, together with all modifications, additions and enhancements, copies in a mutually acceptable format.

11. NOTICES

- 11.1 Any Notice to be provided under this Information Management Agreement shall be delivered to the parties at the following respective addresses:

EXECUTED at the City/Town of _____, in the Province of Alberta this ____ day of _____, 20__.

INFORMATION MANAGER

Per: _____

Physician(s)/Authorized Representative(s)

SCHEDULE A

AUTHORIZED REPRESENTATIVES

The Physicians hereby designate the following as Authorized Representative(s) for the purposes of this Agreement:

(1)

(2)

(3)

Acknowledgement of Authorized Representative(s)

Schedule B

Description of Services to be provided by the Information Manager

This is Schedule "B" to an Agreement dated _____, between
_____ (*the Custodian(s)*) and _____ (*the
Vendor*) and forms part of that Agreement.

Description of Services