

INFORMATION MANAGEMENT AGREEMENT

BETWEEN:

("Physician(s)")

- and -

(operating as _____ Primary Care Network)

("Information Manager")

GENERAL

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 access, use or disclose stored health information, all in compliance with s. 66 of the Health Information Act (*HIA*).
2. The guiding principles of this Agreement are those found in the HIA, including the collection, use and disclosure of the least amount of health information necessary to achieve the specific purposes as defined in attached schedules.

DEFINITIONS

3. Unless otherwise specified, capitalized terms in this Agreement shall have the meanings ascribed to such terms in the *Health Information Act* ("HIA")

"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;

"Aggregate" Health Information "means non-identifying health information about groups of individuals" (HIA section 57(1)).

"Effective Date" means the ____ day of _____, 20__;

"Electronic Medical Record" or "EMR" means the collection of health information relating to a Patient and stored in an electronic format and managed by the Information Manager;

“FOIP” means the Freedom of Information and Protection of Privacy Act (Alberta) and any regulations made thereunder, as may be amended from time to time.

Health Information” means “one or both of the following (i) diagnostic, treatment and care information; (ii) registration information” in paper format or electronically recorded and stored in an EMR (HIA Section 1(1) (k))

“Individually Identifying” Health Information “means that the identity of the individual who is the subject of the information can be readily ascertained from the information” (HIA section 1(p)).

“Information Management Agreement” means this Agreement;

“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, and attached schedules;

“Non-Identifying”, Health Information “means that the identity of the individual who is the subject of the information cannot be readily ascertained from the information” (HIA section 1(r)).

“Patient” means an individual who attends the Physician for the purposes of receiving medical care;

“PCN” means _____, operating as the _____ Primary Care Network;

“Physician(s)” means a medical doctor licensed to practice medicine in the Province of Alberta, and who or whose professional corporation has signed a Letter of Participation which has been accepted by _____ and who has not either withdrawn or been terminated as a participating physician;

“PIPA” – Personal Information Protection Act

“Third Parties” means individuals or other entities who are not party to this Information Management Agreement.

APPOINTMENT AND DUTIES OF INFORMATION MANAGER

4. The Physician(s) hereby appoint _____ operating as _____ Primary Care Network to act as its Information Manager and provide information management services as defined in the attached schedules.
5. The Information Manager shall collect and store individually identifying health information received from participating physicians in a secure PCN environment as defined by the HIA and the attached schedules of this agreement.
6. The Information Manager may use health information in its custody and control for the purposes outlined in this Information Management Agreement and attached schedules.

7. The Information Manager may disclose health information at aggregate and/or non-identifying levels to any custodians who are parties to this Information Management Agreement. The Information Manager may disclose individually identifying health information to a physician responsible for or involved in the treatment or management of the Patient.
8. The Information Manager may disclose aggregate, non-identifying and/or individually identifying health information to Third Parties as outlined in this agreement and attached schedules, as authorized by the HIA and in accordance with the specific directions from the Physician(s).
9. Physician(s) authorize the Information Manager to access, use, store and disclose health information to provide the Information Management Services in accordance with this Agreement, attached schedules and the HIA.
10. The Information Manager may collect, use, disclose and store individual identifying health information from the participating physicians, when acting in its role as the affiliate to the Physician in accordance with this IMA, attached schedules and the HIA. HIA s.62 provides general authority for such affiliate relationships. The Information Manager may access the physician's EMR and Netcare information about patients of that physician only with the physician's consent and for authorized purposes under the HIA and as defined in the attached schedules.
11. Disclosure to Physician(s) or per physician's consent to Third Parties, as defined in the attached schedules, shall be for, but not limited to, the following purposes:
 - A. For ongoing patient care;
 - B. For medical practice audits;
 - C. For data counts or statistical purposes;
 - D. For business planning;
 - E. For internal quality improvement;
 - F. For research conducted on aggregate health information; or
 - G. For research requiring individualized data.
12. The Information Manager shall store and disclose health information strictly in accordance with the terms of this Agreement and attached schedules and in compliance with the HIA and any other applicable legislation (FOIP and PIPA) in force in the Province of Alberta, and will not allow access to stored health information to any person other than for the purposes referenced in this Agreement.
13. The Parties agree that all stored 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 Information Management Agreement. The Information Manager may disclose health information to any other information managers used by the Physician(s) with authorization from the physicians as defined in the attached schedules.

14. The Information Manager may disclose health information to any other information managers used by the Physician(s) with authorization from the physicians, as per the HIA, this agreement and the attached schedules.

CONFIDENTIALITY

15. 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.
16. The Information Manager shall take all reasonable steps to prevent the unauthorized disclosure of health information.
17. 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).

BREACHES AND MITIGATION

18. A breach is any loss of, unauthorized access to, or disclosure of individually identifying health information.
19. Privacy breaches will be mitigated and reported in compliance with HIA and PIPA.
20. 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.
21. If any Party becomes aware of a breach of any term or condition of this Agreement, it shall immediately notify the other parties and, if appropriate, take immediate reasonable steps to remedy the breach.

PATIENT CONSENT, EXPRESSED WISHES AND NOTICE OF COLLECTION

22. The Physician(s) may be required to obtain patient consent to collect, use and disclose their health information as required under the HIA and FOIP.
23. The Physician(s) must consider any expressed wishes of the individual who is the subject of the information when disclosing their information as defined under section 58(2) of the HIA.
24. The Physician(s) must inform individuals about the purpose for which the information is collected and used in the form of the notice of collection as defined under s.22(3) of the HIA.

PATIENT REQUEST FOR INFORMATION

25. 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).
26. Any patient requests must be forwarded, in writing, to the Physician(s) within five (5) business days of receipt of that request.
27. Patient requests for information shall be responded to by the Physician(s) within 30 days of the receipt of the request as defined under s.12 (1) of the HIA or within any extended period as required under s.15 of the HIA.

PROTECTION AND SECURITY OF HEALTH INFORMATION

28. The Information Manager, its employees, subcontractors and agents shall protect the health information against such risks as unauthorized access, use, disclosure, destruction or alteration.
29. 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).

RETENTION AND DESTRUCTION OF HEALTH INFORMATION

30. No health information in the custody and control of the Information Manager shall be stored outside of Canada. The PCN may store health information outside the Province of Alberta for the purposes to perform its duty and only with authorization of the physician(s) as custodians of that information, who have duty to protect health information under s.60 (b) of the HIA.
31. No health information in the custody and control of the Information Manager shall be destroyed or disposed of without the express written consent of the Physician(s). Retention period and disposition method are defined in the attached schedules.
32. 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 in a mutually acceptable format, following which any remaining copies will be destroyed.

TERM AND TERMINATION

33. This Information Management Agreement is effective from the Effective Date and will continue in effect until:

33.1 The PCN is discontinued;

or

33.2 the Physician(s) has withdrawn or been terminated as a participating physician;

or

33.3 12:00 pm (midnight) on _____.

The participating physician or PCN may terminate this Agreement with or without cause upon prior mutual consent and confirmed by means of a written notice of termination at least SEVEN days in advance of the intended date of termination.

34. The PCN shall not provide Information Management Services to the Physician(s) should this Agreement be terminated.

35. The terms of this agreement may be modified or amended only by subsequent written agreement signed by both parties.

NOTICES

36. Every request, notice, delivery or written communication provided for or permitted by this Agreement shall be in writing and delivered to, or mailed, postage prepaid, or faxed to the Party to whom it is intended as hereinafter set forth; namely

If to the Physician: _____

If to the PCN: _____

IN WITNESS WHEREOF the parties hereto have made this agreement as of the day, month and year first written below.

EXECUTED at the City/Town of _____ in the Province of Alberta this ____ day of _____, 2017.

PHYSICIAN:

Per: _____

Name: _____

Title: _____

(Participating Physician)

_____ **PRIMARY CARE NETWORK:**

Per: _____

Name: _____

Title: _____

(_____ PCN Executive Director)

Schedule A Health Information Management Services
Schedule B Purpose of Data Use & Health Information Listing
Schedule C Health Information Disclosure
Schedule D Health Information Storage and Retention

Schedule "A"

HEALTH INFORMATION MANAGEMENT SERVICES

DESCRIPTION OF SERVICES TO BE PROVIDED BY THE INFORMATION MANAGER

- Collect individually identifying health information from the participating physicians
- Implement administrative, physical and technical safeguards to protect privacy, security and confidentiality of the collected health information
- Secure data transfer and storage
- Analysis and reporting
- Data transformation: stripping, encrypting, re-coding, abstracting, aggregating, deriving
- Data matching (PIA should be in place prior data matching in compliance with section 70(2) of the HIA)
- Security Incident Management if required
- Data Quality Assurance
- Privacy audit
- Data Integrity Audit
- Users Access monitoring
- Server Security
- Additional services relevant to your PCN:

Schedule “B”

PURPOSE OF DATA USE & HEALTH INFORMATION LISTING

The use of Patient health information for the purposes of PCN business planning, measurement, evaluation and quality improvement includes, but is not limited to:

- PCN reporting of indicators identified in the PCN’s current funding agreement with Alberta Health;
- Advancement of the Medical Home (PCN Evolution); and
- Enhancement of PCN programs and services.

Data matching of patient health information and file sharing for the above purposes with other custodians including, but not limited to:

- Health Quality Council of Alberta (HQCA);
- Alberta Health Services;
- Covenant Health; and
- Alberta Health.

Health information data matching may include, but is not limited to:

- Alberta Health practitioner claims data;
- Provincial immunization data;
- Laboratory services data;
- National Rehabilitation System (NRS)
- Radiology Associates;
- Alberta Ambulatory Care Reporting System (AACRS);
- National Ambulatory Care Reporting Systems (NACRS);
- Alberta Health Services Admission, Discharge, Transfers (ADT);
- Inpatient- Discharge Abstract Database (DAD);
- Diagnostic Imaging (DI);
- Population Cost Utilization data;
- Population data (i.e. Census- Statistics Canada);
- Alberta Health Services Program Utilizations data (Home Care, Alberta Healthy Living, Addictions & Mental Health, etc.);
- Pharmaceutical Information Network (PIN); and
- Alberta Health Services Emergency Department data.
- Additional data sets and uses:

Schedule C

HEALTH INFORMATION USE AND DISCLOSURE

Use of the Health Information (the “Specified Purpose”) by the parties shall be for the purposes set out in section 27 of the Health Information Act.

With the physician(s) consent and for the specified purposes, the Information Manager may disclose the limited amount of health information to Third Parties in order to enable data matching to obtain access to additional data sets from the following Third Parties:

- Alberta Health
 - Alberta Health Services
 - Health Quality Council of Alberta
 - Additional Third Parties:
-

Prior performing data matching, the custodian or health information repository must prepare privacy impact assessment to comply with section s.70 (2) of the Health Information Act.

Schedule D

HEALTH INFORMATION STORAGE, RETENTION AND DISPOSITION

Storage:

The health information will be stored on a secure _____. The PCN agrees to take all reasonable steps to provide administrative, technical and physical safeguards for security, confidentiality and privacy of the data.

Retention Period:

The collected health information from the participating physician(s) shall be kept by the PCN for _____ years from the moment of collection to the disposition time or per time requested by participating physician(s).

Disposition Method:

The individually identifying health information received from the participating physician(s) shall be deleted from PCN storage and returned to the participating physician(s) upon termination of the agreement or per request of the participating physician(s).