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## **COVER LETTER**

The Information and Privacy Commissioner  
Office of the Information and Privacy Commissioner of Alberta  
# 410, 9925 - 109 Street  
Edmonton, Alberta T5K 2J8

I am pleased to submit the Alberta Medical Association's (AMA's) Privacy Impact Assessment regarding its implementation of an in-house billing submission service, in support of physicians providing service through AMA Physician Locum Services (PLS). Since 1992, PLS has provided Alberta physicians, practicing in eligible communities, with periods of temporary respite from practice through the provision of replacement physician service (locum physician coverage). As part of its "turnkey" service to its locum physicians, PLS submits locum physician's insured service billings to Alberta Health and Wellness.

In 2008, the operation of the PLS billing submission service was changed, from a contracted service, to an in-house service. Although the attached PIA submission is subsequent to introduction of the service change, the AMA did undertake extensive analysis, to assess risks and identify mitigation strategies related to collection, use, and disclosure of health information, prior to implementing this operational change. The AMA's analysis has now been documented and is being submitted in the form of a Privacy Impact Assessment (PIA), for review by the Information and Privacy Commissioner, and in compliance with requirements of the Health Information Act.

The PLS' in-house billing service has operated since 2008, providing insured service billing submissions, without incurring any privacy breeches. All PLS and billing service staff are keenly aware of the importance of maintaining the confidentiality of the health information entrusted to them by the information custodians, and staff strictly observe security measures to maintain this trust and confidence in the service.

The attached PIA is submitted for review and acceptance by the OIPC. As a rural physician, I utilize PLS for locum coverage, and my staff do submit locum physician's billings to the PLS Billing Service. Should there be questions about any aspects of the submission, please contact the AMA Privacy and Record staff for clarification.

Dr. David Wildeboer  
Rural Physician – Lacombe, Alberta

**Physician Locum Services  
Privacy and Security Procedures  
Information Handling and Security (Attachment #1)**

**Procedure Number #**

Created:  
Revised:  
Approved By:  
Date:

## **1 Purpose**

The information security provisions of the *Health Information Act* (HIA) require custodians to protect individually identifying health information in their custody or control by making reasonable security arrangements to protect against unauthorized access, collection, use, disclosure or destruction. The Act also requires custodians to take appropriate safeguards for the security and confidentiality of records, including addressing the risks associated with electronic health records. This procedure outlines administrative, technical and physical safeguards to protect confidential information and electronic health records.

## **2 Administrative Safeguards**

- 2.1** The Physician Locum Services shall ensure that policies and procedures to facilitate the safeguarding of confidential information in its custody or control are developed and maintained.
- 2.2** The need for confidentiality and security of information shall be addressed as part of the conditions of employment for all Physician Locum Services staff, beginning with the recruitment stage, and included as part of job descriptions and contracts. The performance of individuals shall be monitored to reduce the risk of error, fraud, or misuse of information. Affiliates must be aware of, and appropriately trained with regard to, policies and procedures for safeguarding information.
- 2.3** The reception area of the AMA Offices is staffed at all times during business hours and no-one is allowed access to the offices without permission.
- 2.4** The least amount of personal information necessary for the intended purpose will be used or disclosed, and only to employees or recipients with a need to know. If the intended purpose can be accomplished without use or disclosure of identifying information, then the information should be made anonymous.
- 2.5** Reasonable steps will be taken to limit overhearing of personal information.
- 2.6** Before implementing new administrative practices or information systems related to the collection, use and disclosure of health information, the Physician Locum Services shall complete a privacy impact assessment (PIA) for submission to the Office of the Information and Privacy Commissioner. The PIA will describe how the new initiative will affect privacy, and what measures the Physician Locum Services will put in place to mitigate risks to privacy.

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- 2.7 Employees shall report any violations or breaches of information security as soon as possible to the Physician Locum Services Manager in order that corrective action can be taken to resolve the immediate problem and minimize the risk of future occurrence. The nature of the response will be determined according to the level of gravity of the breach / violation and may include dismissal. . Any breach involving the EMR ([change EMR to MSIS throughout?](#)) must be reported to the Alberta Medical Association [Physician Locum Services \(POSP Office\)](#) immediately.

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**3 Technical Safeguards**

- 3.1 Information systems users are assigned a unique identifier (User ID) that restricts access to each data and application systems to that information required for the administration of their duties. Use of user IDs other than that assigned to an individual is prohibited.
- 3.2 System administrators must each have an administrator account for performing system administration and a limited privilege account for performing non-system administration tasks.
- 3.3 Passwords are to be kept confidential at all times and should not be written down, posted publicly, or shared with other staff except for security purposes. Unique passwords or other authentication controls are required for each desktop, network, server, EMR, etc. A strong password standard is used. Passwords for the EMR are changed every 90 days as prompted by the system [does this security apply to Optimed?](#).
- 3.4 Select few employees, and Physician Locum Services [Director Manager](#) will have access to billing data.
- 3.5 All monitors used to display identifying health information will time out after 5 minutes of inactivity and require entry of a password to reactivate the screen. All computers are shut down at the end of the business day.
- 3.6 Confidential business or identifiable health information will not be sent via e-mail over public or external networks without the use of appropriate security measures such as encryption or by the use of a two factor authentication connection.
- 3.7 Private use of the Internet is discretionary and downloading of music, photographs, games, and access to social networking sites (i.e. Facebook) is prohibited. The use of the internet will be monitored by the Physician Locum Services's administration.
- 3.8 Billing information is sent from PLS EMR system to AHW using secure H-Link SFTP.

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- 3.9** To detect unauthorized access and prevent modification or misuse of user data in applications, use of internal network will be monitored by the System Administrator to ensure conformity to access policies and standards. Audit and access logs will be checked by the system administrator if a breach of security or privacy is suspected. The Physician Locum Services will work with the vendor to automatically generate audit logs that identify use of the system outside of office hours, same last name (of user and patient record look-up), and similar monitoring criteria.
- 3.10** User rights and accounts will be assigned and maintained by the AMA IT. Installation or alteration to system software and hardware will be the responsibility of the IT. The IT Services Manager will ensure that original master copies of software are stored with proper physical controls.
- 3.11** Administrative and billing information is backed up and are encrypted and encryption keys are stored separately from backups. Backups are rotated such that weekly backups are maintained for 4 weeks; monthly backups are maintained for 3 months; annual backups are maintained for 10 years. Backups are taken off site by the [AMA IT staff Physician Locum Services manager](#). The back up will be tested semi-annually to ensure that restoration of data can be achieved.
- 3.12** Laptops and mobile devices (PDA's, memory sticks, etc.) require layered security protection. Physician Locum Services staff using laptops will be provided specific training on mobile computing to ensure that they understand the physical, administrative, and technical safeguards implemented. These include:
- 3.12.1 Ensure that the Administrator account has been renamed and given a strong password. Use a locking cable or clamp to secure your laptop to a desk or table.
  - 3.12.2 Never leave your laptop unattended, particularly overnight on desktops. Lock it in a desk drawer or cupboard.
  - 3.12.3 Select laptops that have hard drive passwords and use these protection measures. Passwords on the hard drive boot are more secure than operating system user passwords.
  - 3.12.4 Do not store personal or health information on mobile computing devices unless you need to.
  - 3.12.5 Data on the hard drive is encrypted as is data on all other mobile devices.
  - 3.12.6 Access to the Physician Locum Services's practice management software will be provided using thin-client configurations.
  - 3.12.7 Each laptop will be installed with a personal firewall. Firewalls are not to be turned off by the user; the firewall will be password protected so that only the network administrator can change it. Users are to request the network administrator to change settings on a firewall when required.

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**Remote Access to Physician Locum Services EMR**

- 3.13** Authorized Physician Locum Services employees and contractors may be granted access to wireless network and/ or remote access to the Physician Locum Services EMR. [Select employees \(e.g. PLS Director\) are granted remote access to MSIS. Describe More Here](#)
- 3.14** Authorized remote access users acknowledge that the Physician Locum Services's privacy and confidentiality policies and procedures (including wireless networking) and security requirements for the Physician Locum Services also apply to the remote access sites (i.e. home offices).
- 3.15** When using remote access to the Physician Locum Services EMR, the user will access the internet tools on the web browser to a) delete history, b) clear temporary files, c) clear the cache in virtual memory, d) clear cookies, and e) close the internet browser.

**4 Physical Safeguards**

- 4.1** All records, both on and off site, will be held and stored in an organized, safe and secure manner. The building has smoke detectors and a sprinkler system. [Paper records are housed in lockable cabinets or secured office space within the AMA building behind the reception desk.](#)
- 4.2** The Physician Locum Services billing offices are kept locked [with a deadbolt](#) when the Physician Locum Services is closed. AMA manages key control.
- 4.3** The Physician Locum Services is in a [professional office building. The building has perimeter security alarms after office hours.](#)
- 4.4** Identifying health information will not be displayed or left unattended in public areas. Computer monitors located in the reception area are positioned so that on-screen information cannot be viewed by the general public.
- 4.5** Identifying health information that is transported between the Physician Locum Services and other custodians or third parties will be sealed, marked as confidential, and directed to the attention of the authorized recipient.
- 4.6** Physician Locum Services staff will verify the credentials and identity of courier services used to transport health information.
- 4.7** All fax transmissions will be sent manually with a cover sheet that indicates the information being sent is confidential and giving a telephone number to call if received in error. If preprogrammed numbers are used, a test fax will be sent to each number to verify accuracy before entering that number in the address book. Reasonable steps will be made to confirm that confidential information transmitted via fax is sent to a recipient with a secure fax machine and that fax

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numbers are confirmed before information is transmitted. A similar confidentiality notice will be affixed to emails sent from the Physician Locum Services.

- 4.8 Information that is not confidential or sensitive in nature will be disposed of by placing it in recycling bins. Identifying health information is shredded on site. Destruction of records at the end of their scheduled life will be documented by listing the records / files destroyed, recording the date of destruction, and having a staff member sign off that the destruction occurred.
- 4.9 The desk top computers that will be used for billing are in billing office (Alberta Medical Association). Servers are stored in a storage area with access doors locked. Physician Locum Services staff will have keys to the storage / computer area. The computer network will be equipped with UPS protection. Wireless connections are not used.
- 4.10 Prior to disposal of electronic storage devices (e.g. computers, hard drives, diskettes, tapes, CDs), the media will be destroyed by [AMA IT the Physician Locum Services Manager](#) so as to be unusable.
- 4.11 Patient health information, in any format (hard copy or electronic), is retained for a minimum of 10 years following the last documented contact with the patient or, in the case of a minor patient, when the patient reaches 20 years of age (two years past the age of majority) if that is longer than 10 years following the last contact correct, timespans?
- 4.12 [AMA IT, HR, Building Services or The](#) Physician Locum Services will maintain documentation for each employee that has received access control items (including identification badges, keys, access cards, fobs, security tokens, perimeter security alarm passwords, computer system passwords, etc). Key management will include "do not duplicate" engraved on each key provided. When an employee is terminated the Physician Locum Services will ensure that each item is returned and /or the access control item is cancelled (passwords cancelled, door locks re-keyed, etc)
- 4.13 Transitory records are documents that are required for routine or short-term transactions, and contain little or no information of ongoing value. This may include temporary information (records required for specific activities but having no further value once the activity has been completed e.g. phone messages, post-it notes). The Physician Locum Services uses a scan and shred procedure where paper records are securely maintained for one full backup cycle prior to shredding. Further, the Physician Locum Services has implemented a quality assurance program to regularly confirm the quality and accuracy of scanning and indexing in the EMR [source for this information?](#)

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## 5 Information Security in Contracting

**Physician Locum Services  
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Contractors performing a service for Physician Locum Services are subject to Physician Locum Services privacy policies and procedures. For greater surety, the following procedures will apply.

- 5.1** An agreement or contract shall be completed and signed between the Physician Locum Services and all third parties who require access to the information systems and assets of the Physician Locum Services. This agreement will include specific information security provisions for the contractor, or will bind the contractor to the Physician Locum Services's information security policies and procedures.
- 5.2** Any related third party information security and privacy policies should be made available to the Privacy Officer upon request, including any updates or revisions that occur after execution of the contract.
- 5.3** All contractors and their employees who have exposure to and use Physician Locum Services information assets and systems shall sign a confidentiality (non-disclosure) agreement. Third party service providers should remind their employees on termination of their continued responsibility to maintain the confidentiality of the Physician Locum Services's information. Any privacy breach must be reported to the Privacy Officer within 24 hours.
- 5.4** Agreements or contracts will include provisions for destroying or returning all Physician Locum Services information assets, including hardware, system documentation and data upon termination of agreements and in accordance with contract provisions reflecting records retention and data management policy.
- 5.5** Contractors will be provided with a copy of the Physician Locum Services's privacy policies and procedures and will be asked to sign a declaration that they have received these documents.

**Constitution and Bylaws**  
of the  
**Alberta Medical Association**  
(CMA Alberta Division)

Including Amendments Approved at the  
Annual General Meeting, September 24, 2011





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## PART I - CONSTITUTION

### 1.0 Title

- 1.1 The society shall be known as the Alberta Medical Association (CMA Alberta Division), hereinafter referred to as the Association.

### 2.0 Purposes

- 2.1 The promotion of health and the prevention of disease.
- 2.2 The improvement of medical services, however rendered.
- 2.3 The maintenance of the integrity and honor of the medical profession and the advancement of medical science.
- 2.4 The continuation of the traditional unwritten contract between the medical practitioner and any member of the public and the protection and defence of the principle of this contract from any third-party interference.
- 2.5 The representation of physicians and Members in any and all matters related in any way whatsoever to the carrying out of the Constitution and Bylaws of the Association and shall include, but not be limited to, representation regarding the requirement for, provision of or payment for health care services arising privately or from any legislation relating to such matters.
- 2.6 The performance of such other lawful things as is incidental or conducive to the welfare of the public and of the medical and allied professions.

### 3.0 Jurisdiction

- 3.1 The operations of the Alberta Medical Association (CMA Alberta Division) are to be mainly carried on in the Province of Alberta.

## PART II - BYLAWS

### (A) STRUCTURE

#### 1.0 Interpretation

- 1.1 "AGM" means the annual general meeting of the Association.
- 1.2 "Association" means The Alberta Medical Association (CMA Alberta Division).
- 1.3 "Ballot" means a ticket, sheet of paper or form, either in a physical or electronic format, used to cast a secret vote.
- 1.4 "Board" means the Board of Directors of the Association, which is composed of the Officers and Directors.
- 1.5 "Bylaws" means the bylaws of the Association as amended from time to time.
- 1.6 "CMA" means the Canadian Medical Association.
- 1.7 "College" means the College of Physicians and Surgeons of the Province of Alberta as constituted under the *Medical Profession Act*, as amended or replaced from time to time by legislation of similar nature and substance.
- 1.8 "Constitution" means the original application for incorporation of the Association filed with the Registrar on November 18, 1969, together with all amendments thereto filed with the Registrar from time to time.
- 1.9 "Delegate" means a member of the Representative Forum.
- 1.10 "Director" means a Member elected to the Board by and from the Forum.
- 1.11 "Executive" means the Executive Committee of the Board.
- 1.12 "Executive Director" means the person appointed by the Board to act as the chief executive officer of the Association.
- 1.13 "Ex-officio" means a position or office that is granted to an individual because that person holds another specified office.
- 1.14 "GFT Delegate" means a Delegate elected from the Zone containing the City of Calgary or from the Zone containing the City of Edmonton who is a *geographic full-time* doctor of medicine or doctor of osteopathy whose base salary is paid through the university or through an agreement with the University of Calgary or University of Alberta, as the case may be, and who is subject to an annual evaluation by the Faculty of Medicine or Faculty of Medicine and Dentistry, as the case may be, of such university.
- 1.15 "HIA" means the *Health Information Act*, as amended or replaced from time to time by legislation of similar nature and substance.
- 1.16 "Mail" means any information sent by post, fax or electronic mail such as that a written copy may be produced.
- 1.17 "Mailing Address" means the address specified by the Member from time to time, as the address where the Member wishes to receive all communications from the Association.

- 1.18 "Member" means a Full Member, Postgraduate, Student, Retired, Non-Resident, Emeritus, Life, Honorary Member, Member-at-Large or Supervised Physician who is in good standing in the Association.
- 1.19 "Notice" means to be made aware by delivery, mail, telegraph, fax, electronic mail or otherwise communicated by electronic means that produces a written copy.
- 1.20 "Officer" means each of the Past President, President or President-Elect and "Officers" means all three Officers.
- 1.21 "Official" means a person invested with the character of an Officer by the Board or a person authorized by the Board to act on its behalf.
- 1.22 "PARA" means the Professional Association of Resident Physicians of Alberta.
- 1.23 "PCI" means the primary care initiative established by Alberta Health and Wellness, the Association and Alberta Health Services.
- 1.24 "PCN" means a primary care network which is a contractual arrangement between a physician non-for-profit corporation and Alberta Health Services acting together to identify local priorities, develop programs and deliver services to better meet local needs pursuant to the PCI.
- 1.25 "Postgraduate Delegate" means the Delegate elected from among the Postgraduate Members.
- 1.26 "Practice Location" means where a Member carries on the majority of their medical practice.
- 1.27 "Region" means one of nine geographic regions in existence immediately prior to April 1, 2009 established under the *Regional Health Authorities Act*.
- 1.28 "Registrar" means the registrar as defined in the *Societies Act*, as amended or replaced from time to time by legislation of similar nature and substance.
- 1.29 "Representative Forum" means the governing body of the Association and is referred to herein as the Forum.
- 1.30 "Section" means a group of Members interested in a particular branch of medicine and designated as such by the Forum.
- 1.31 "Student Delegate" means the Delegate elected by and from among the Student Members.
- 1.32 "Standing Committees" refers to those committees established in accordance with Section 19 herein.
- 1.33 "Subscriber" means a Member described in Section 10.13.
- 1.34 "Suburban Delegate" means a Delegate elected from the Region containing the City of Calgary or from the Zone containing the City of Edmonton whose Practice Location is outside the city limits of Calgary and Edmonton.

- 1.35 "Vote" means the expression of the voter's wish, desire, will, preference or choice in regard to any measure formally manifested by casting a ballot manually, by mail, or through electronic means.
- 1.36 "Writing" means any communication recorded in writing, including in electronic form.
- 1.37 "ZMSA" means the zone medical staff association recognized by the Association for a particular Zone.
- 1.38 "Zone" means one of the health zones established by Alberta Health Services after April 1, 2009 comprising that portion of the Province of Alberta as determined by Alberta Health Services.
- 1.39 "Zonal PCN Physician Lead" means the physician from each Zone that has been selected by PCNs in the Zone.
- 1.40 Unless the context otherwise requires a meaning to the contrary, the following phrases, or versions thereof, shall have the indicated meanings:
- (i) "In attendance" or "present" shall mean being within the reach, sight or call of other attendees whether or not the reach, sight or call is attainable by physical or electronic means; and
  - (ii) Marking with an "X" means a clear written or electronic indication of the expression of a voter's wish, desire, preference or choice.
- 1.41 Words importing the singular include the plural and vice versa and words importing the use of gender include all genders.
- 1.42 Capitalized terms have the meanings contained in Article 1.0 hereof.

## **2.0 Office**

- 2.1 The head office of the Association shall be CMA Alberta House, 12230 106 Avenue NW, Edmonton, Alberta T5N 3Z1.

## **3.0 Seal**

- 3.1 The seal of the Association, the design of which shall be approved by the Board, shall be in the custody of the Executive Director and shall be affixed to all documents as required.

## **4.0 Ethics and Privacy**

- 4.1 The CMA Code of Ethics shall be the code of ethics of the Association. Membership in the Association shall imply acceptance of the code of ethics as a guide to professional conduct.
- 4.2 The AMA shall adhere to privacy policies, procedures and practices which shall meet or exceed legislative requirements by implementing such policies, procedures and practices as determined necessary by the Executive Director.

## **5.0 Pledge of Membership**

- 5.1 Each Member, as a condition of membership in the Association, agrees to accept, uphold and be governed by the Constitution and Bylaws, and shall further agree to abide by and accept the rulings, decisions and proclamations of the properly constituted authorities of the Association.
- 5.2 Each Member empowers the Association to act as agent for and representative of the Member in all matters related to the carrying out of any duty or responsibility under the Constitution and Bylaws.

## **6.0 Dues**

- 6.1 Dues payable for each category of membership shall be determined by the Board.
- 6.2 The Board may waive any annual dues, or a portion thereof, owing to the Association by a Member.
- 6.3 Annual dues shall be due and payable by each Member on the first day of the membership year.

## **7.0 Membership**

- 7.1 The membership year shall be from the first day of October to the thirtieth day of September.
- 7.2 The Association shall be composed of the Members as hereinafter set out. Each class of membership shall only have those rights and privileges that are described below plus those other rights and privileges as the Forum shall from time to time determine.
- 7.3 **Full Members**
- 7.4 A doctor of medicine or doctor of osteopathy who is a registered practitioner licensed and in good standing with the College and resident in Alberta, is eligible for membership in the Association on application to the Executive Director and payment of the required dues.
- 7.5 A Full Member
- (i) may be appointed to committees of the Association and vote on such committees;
  - (ii) may be appointed or elected, as the case may be, as an Alberta representative to the CMA General Council, the CMA Board of Directors and committees of the CMA;
  - (iii) shall have one vote at the AGM, at special general meetings of the Association, for referenda and at elections; and
  - (iv) shall be entitled to hold office in the Association.
- 7.6 **Postgraduate Members**
- 7.7 A resident taking postgraduate training in an Alberta program is eligible for membership in the Association on application to the Executive Director and payment of the required dues.

7.8 A Postgraduate Member

- (i) may be appointed to committees of the Association and vote on such committees;
- (ii) may be appointed or elected, as the case may be, as an Alberta representative to the CMA General Council, the CMA Board of Directors and committees of the CMA;
- (iii) shall have one vote at the AGM and at special general meetings of the Association; and
- (iv) may, at the discretion of the Board, vote for referenda.

7.9 **Student Members**

7.10 A medical student enrolled in the Faculty of Medicine and Dentistry at the University of Alberta or the Faculty of Medicine at the University of Calgary is eligible for membership in the Association on application to the Executive Director and payment of the required dues.

7.11 A Student Member

- (i) may be appointed to committees of the Association and vote on such committees;
- (ii) may be appointed or elected, as the case may be, as an Alberta representative to the CMA General Council; the CMA Board of Directors and committees of the CMA; and
- (iii) shall have one vote at the AGM and at special general meetings of the Association only if elected as one of the Student Member representatives on the basis of one such representative for each 100 Student Members, or fraction thereof, who are present at such meeting.

7.12 **Retired Members**

7.13 A Member who retires from the practice of the profession is eligible for membership in the Association on application to the Executive Director and payment of the required dues.

7.14 A Retired Member

- (i) may be appointed to committees of the Association and vote on such committees;
- (ii) may be appointed or elected, as the case may be, as an Alberta representative to the CMA General Council, the CMA Board of Directors and committees of the CMA;
- (iii) shall have one vote at the AGM, at special general meetings of the Association, for referenda and at elections; and
- (iv) shall be entitled to hold office in the Association.

7.15 **Non-Resident Members**

7.16 A Member of the Association who takes up residence outside Alberta is eligible for membership in the Association on application to the Executive Director and payment of the required dues. A former member of PARA who takes up residence outside Alberta is eligible for membership in the Association on application to the Executive Director and payment of the required dues provided:

- (i) the application for membership in the Association is made within 12 months of successful completion of a residency program and of termination of their PARA membership; and
- (ii) while a member of PARA, they were either on the College's Educational Register or were a registered practitioner licensed and in good standing with the College.

7.17 Members of the Northwest Territories Medical Association are eligible for membership in the Association on application to the Executive Director and payment of the required dues.

7.18 A Non-Resident Member may be appointed to committees of the Association and vote on such committees.

7.19 **Members Emeritus**

7.20 A Member of the Association may be awarded the distinction of Member Emeritus, which shall recognize significant contributions to the medical profession, seniority and long-term membership based on criteria determined by the Board. Nominations will be made by the Nominating Committee or by a Full Member of the Association. The nominees shall be approved by a unanimous vote of the Board. A Member Emeritus will not be required to pay annual dues.

7.21 A Member Emeritus

- (i) may be appointed to committees of the Association and vote on such committees;
- (ii) may be appointed or elected, as the case may be, as an Alberta representative to the CMA General Council, the CMA Board of Directors and committees of the CMA;
- (iii) shall have one vote at the AGM, at special general meetings of the Association, for referenda and at elections; and
- (iv) shall be entitled to hold office in the Association.

7.22 **Life Members**

7.23 A Member of the Association shall become a Life Member on reaching either of the following criteria on or before September 30, 2004:

- (i) AMA member for 40 consecutive years or more; or
- (ii) medical degree for 40 years or more plus AMA member for 25 consecutive years or more.



7.24 Those Members who become Life Members on or before September 30, 2004 shall, upon retiring from the practice of the profession, not be required to pay annual dues.

7.25 A Life Member

- (i) may be appointed to committees of the Association and vote on such committees;
- (ii) may be appointed or elected, as the case may be, as an Alberta representative to the CMA General Council, the CMA Board of Directors and committees of the CMA;
- (iii) shall have one vote at the AGM, at special general meetings of the Association, for referenda and at elections; and
- (iv) shall be entitled to hold office in the Association.

7.26 **Honorary Members**

7.27 A person who has attained eminence in medicine, science and/or the humanities may be nominated by the Nominating Committee or any Member of the Association for Honorary membership. The nominee shall be approved by a unanimous vote of the Board.

7.28 An Honorary Member will not be required to pay annual dues.

7.29 **Members-at-Large**

7.30 A qualified medical practitioner residing in the Province of Alberta, who is not a member of the College and who has not been suspended or erased from the register of the College may, on application to the Executive Director and payment of the required dues, be approved for membership in the Association by the Board.

- (i) A Member-at-Large may be appointed to committees of the Association and vote on such committees.

7.31 **Supervised Physician Members**

7.32 A physician who:

- (i) possesses a restricted licence to practise medicine issued by the College;
- (ii) works on behalf of an attending physician or most responsible physician;
- (iii) is not a Postgraduate Member, Student Member, Retired Member, Non-Resident Member, Member Emeritus, Life Member, Honorary Member or a Member-at-Large; and
- (iv) can neither provide nor receive payment for Insured Services nor is eligible for Benefit Plans (each as defined under the Master Agreement Regarding the Trilateral Relationship and Budget Management Process for Strategic Physician Agreements between the Minister of Health and Wellness, the Association and Regional Health Authorities as may be effective at a give time);

is eligible for membership as a Supervised Physician Member in the Association on application to the Executive Director and payment of the required dues.

7.33 A Supervised Physician Member

- (i) may be appointed to committees of the Association and vote on such committees; and
- (ii) shall have one vote at the AGM and at special general meetings of the Association only if elected as one of the Supervised Physician Member representatives on the basis of one such representative for each 100 Supervised Physician Members, or fraction thereof, who are present at such meeting.

7.34 A Supervised Physician Member is also eligible for membership as a Full Member in the Association on application to the Executive Director and payment of the required dues, and is not eligible for any other class of membership.

## 8.0 Suspension, Expulsion and Resignation

8.1 Membership shall terminate if the Member ceases to be a member in good standing of the College.

8.2 A Member whose annual dues are not paid within 90 days of the due date shall thereafter automatically cease to be a Member for all purposes and without prejudice to the Member's liability to the Association.

8.3 Members waive any rights or claims to damages that they may have against the Association if membership ceases in accordance herewith.

8.4 A Member may resign from the Association by delivering a signed notice to that effect to the Executive Director.

## 9.0 Organization

9.1 The governing structure of the Association shall consist of the general meetings of the membership, the Forum, the Board, the Executive and the Officers. There shall be a Speaker, Deputy Speaker and Chair.

9.2 Only Members are entitled to become Forum Delegates.

## 10.0 Meetings

### 10.1 Annual General Meeting

10.2 The AGM shall be convened at such place and time as determined by the Board.

10.3 The business of the AGM shall include the:

- (i) Installation of Officers
- (ii) President's valedictory
- (iii) Report of the Committee on Constitution and Bylaws
- (iv) Report of the Nominating Committee to include election of:

- Speaker and Deputy Speaker
  - Representatives to CMA General Council
- (v) Report of the Forum
  - (vi) Report of the Board
  - (vii) Report of the Executive Director
  - (viii) Auditor's report of previous financial year
  - (ix) Appointment of the auditor
  - (x) Other business
- 10.4 A printed report of the business to be submitted to the AGM shall be mailed to all Members at least 14 days before the AGM.
- 10.5 **Special General Meeting**
- 10.6 Special general meetings of the Association may be called by the Forum, the Board or the Executive.
- 10.7 The President shall call a special general meeting on receipt, by registered mail, of a written request signed by not less than 99 Members entitled to vote and stating the purpose of such meeting.
- 10.8 When called by the President, the special general meeting shall be held within 30 days of receiving the written request unless the purpose of such meeting is for the repeal, alteration or amendment to the Constitution and Bylaws which shall require a special resolution.
- 10.9 **Notice of Meetings**
- 10.10 Notice of meetings, adjourned meetings and any change in the date of meetings, shall be mailed to each Member at least 14 days before the date fixed for such meeting, except for meetings requiring a special resolution.
- 10.11 **Quorum**
- 10.12 At any AGM, general meeting or special meeting of the Association, 27 Members present shall constitute a quorum.
- 10.13 **Section Subscribers**
- 10.14 Each Member entitled to vote at the AGM shall, for the purpose of allotting Delegates among Sections in accordance with section 12.31, elect annually to become a subscriber of one Section and shall make such election known to the Association. Each such Member shall be considered a Subscriber of the Section to which they have elected to subscribe. In the event a Member described in this section 10.14 has not made such an election then the Board, in its sole discretion, shall assign a subscription to the Member.

## 11.0 Sections

### 11.1 Recognition of Sections

- 11.2 A Section may be established to represent the interests of the majority of the physicians practising a particular branch of medicine by making application to the Forum.
- 11.3 Application for recognition as a Section shall be sponsored by no fewer than 50 Members and the application, with such information as required, shall be presented to the Board not less than four months before the scheduled meeting of the Forum at which the application is to be considered.
- 11.4 All Sections recognized before September 1995 shall be considered to be Sections of the Association.
- 11.5 A Member is entitled to be a voting member of only one Section in a membership year.
- 11.6 **Section Officers, Rules and Regulations**
- 11.7 Subject to the approval of the Forum, Sections shall establish their own rules of procedure regarding meetings and election of Section Officers.
- 11.8 **Duties**
- 11.9 The duties of a Section shall include:
- (i) discuss matters relating to its interests and make recommendations to the Forum or the Board, as appropriate, for consideration;
  - (ii) keep accurate and current records of the business of the Section;
  - (iii) deal with any matters referred to it by the Forum or the Board;
  - (iv) provide the Executive Director with particulars of its officers;
  - (v) on request, provide the Executive Director with copies of minutes of its meetings;
  - (vi) operate in accordance with the Constitution and Bylaws; and
  - (vii) elect the requisite number of Delegates.
- 11.10 Members of a Section must be Members of the Association.
- 11.11 A Section shall be dissolved if 75% of those Delegates of the Forum in attendance and entitled to vote approve the resolution. The Board shall provide a report of sufficient cause to the Forum and to the Section at least 60 days before the scheduled meeting at which the report is to be presented.
- 11.12 After dissolution the former Section shall not be re-established except under a new application for establishment.

## **12.0 Forum**

### **12.1 Responsibilities**

- 12.2 The Forum shall have the power and authority to act for and on behalf of the Members as it considers fit and proper and in the best interests of the Members.
- 12.3 The Forum shall:

- (i) have the power to remove an Officer or Director;
- (ii) represent the Members' interests;
- (iii) be responsible for the direction of the affairs of the Association;
- (iv) elect the Directors of the Board;
- (v) elect the Association's representatives to the CMA Board of Directors;
- (vi) approve the establishment or dissolution of Sections;
- (vii) report to the AGM;
- (viii) consider recommendations from the Board or Delegates; and
- (ix) in the case of a vacancy on the Board, as soon as practicable, elect a Delegate from the Forum to fill the vacancy.

#### 12.4 **Composition**

12.5 The Forum shall consist of:

- (i) the Directors
- (ii) the Officers
- (iii) the Speaker
- (iv) the Deputy Speaker
- (v) each of the deans of the faculties of medicine at the University of Alberta and University of Calgary
- (vi) each ZMSA President
- (vii) delegates representing:
  - Past Presidents of the Association
  - PARA, through the Postgraduate Delegates
  - the student bodies of the Faculty of Medicine and Dentistry at the University of Alberta and the Faculty of Medicine at the University of Calgary
  - the College
  - each Section
  - each Zone
  - the PCNs, through the Zonal PCN Physician Leads
- (viii) CMA Board Representatives

12.6 **Operations**

12.7 Delegates shall attend the next meeting of the Forum immediately following their election or appointment.

12.8 The Forum shall meet no less than twice per year.

12.9 Members may attend meetings of the Forum as observers.

12.10 At any meeting of the Forum, 50 Delegates shall constitute a quorum.

12.11 **Election and Appointment of Delegates to the Forum**

12.12 Delegates from:

- (i) Sections, Zones and Past Presidents of the Association shall be elected or appointed for a term of three years with annual elections or appointments for approximately one-third of the Delegates;
- (ii) PARA, the Medical Students' Associations and the College shall be elected or appointed for a term of one year.

12.13 When a vacancy occurs, the entity which elected the Delegate may elect another one to fill the vacancy, or if appointed, the entity which appointed the Delegate may appoint another one to fill the vacancy.

12.14 When a Delegate is elected to the Board, the entity which elected the Delegate may elect another one to fill the vacancy, or if appointed, the entity which appointed the Delegate may appoint another one to fill the vacancy.

12.15 In the event that the Delegate is unable to attend a meeting of the Forum, the entity, which elected the Delegate, may elect or appoint another one to attend that meeting, or if appointed the entity which appointed the Delegate may appoint another one to attend that meeting. Any Delegate selected in accordance with this section 12.15 attending a meeting of the Forum in place of a Delegate shall have the right to vote at that meeting of the Forum.

12.16 **Deans**

12.17 Each of the deans from the Faculty of Medicine and Dentistry at the University of Alberta and from the Faculty of Medicine at the University of Calgary shall be Ex-officio Delegates.

12.18 If a dean is unable to serve as a Delegate, the dean may appoint an alternate from the dean's office and such alternate may exercise all the powers of a Delegate.

12.19 **Past Presidents**

12.20 One Delegate shall be appointed by and from among the Past Presidents of the Association.

12.21 **Postgraduate Delegates**

12.22 Two Postgraduate Delegates shall be elected by and from among the Members of PARA.

12.23 **RMO Presidents**

12.24 The President of each ZMSA shall be an Ex-officio Delegate.

12.25 If the President of ZMSA is unable to serve as a Delegate, the President of the ZMSA may appoint an alternate from the executive of the ZMSA and such alternate may exercise all the powers of a Delegate.

12.26 **Students**

12.27 One Student Delegate shall be elected by and from among each of the student bodies of the Faculty of Medicine and Dentistry at the University of Alberta and the Faculty of Medicine at the University of Calgary.

12.28 **College**

12.29 The College shall appoint one Delegate.

12.30 **Sections**

12.31 Each Section shall elect Delegates from among their voting members.

12.32 A Section may elect one Delegate for every 300 Subscribers, or fraction thereof, to the Section.

12.33 **PCNs**

12.34 Each Zonal PCN Physician Lead shall be an Ex-Officio Delegate.

12.35 If a Zonal PCN Physician Lead is unable to serve as a Delegate, the Zonal PCN Physician Lead may appoint an alternate PCN physician with a Practice Location within the applicable Zone and such alternate may exercise all of the power of a Delegate.

**13.0 Zones and Regions**

13.1 The constituency boundaries for the election of the Delegates to the Forum from the Zones shall be coterminus with the boundaries of the respective Regions in the Zones.

13.2 Delegates from each Region in the Zones shall be elected by and from among the Members in the Zone.

13.3 No person is entitled to vote at the election of a Delegate from the Region in the Zone to the Forum unless that person has a Mailing Address in the Zone, as recorded in the office of the Association.

13.4 The number of Delegates that a Zone is entitled to elect to the Forum shall be determined by the number of Members in the respective Region in the Zone according to the following:

- 50 Members or less in the Region: 1 delegate
- 51 to 500 Members in the Region: 2 delegates

13.5 For every additional 300 Members or fraction thereof in a Region one more Delegate to the Forum may be elected.

- 13.6 For each of those Zones containing the City of Calgary or the City of Edmonton there shall be:
- (i) at least one Suburban Delegate; and
  - (ii) at least one GFT Delegate.
- 13.7 If a Delegate that has been elected from a Zone is unable to serve as a Delegate for the remainder of their term, the ZMSA President of the Zone may recommend to the Executive Director an alternate, the appointment of which alternate to the Forum shall be within the sole discretion of the Board. If appointed, the alternate may exercise all the powers of a Delegate until the next set of elections for zonal delegates, as determined by the Board.

#### **14.0 Officers and Officials of the Association**

##### **14.1 Officers**

14.2 The Officers of the Association shall consist of:

- (i) President
- (ii) President-Elect
- (iii) Immediate Past President

14.3 When the installation of the President has taken place, each of the Officers shall assume office, and the person who held the office of President for the preceding year shall become the Immediate Past President and the person who held the office of Immediate Past President for the preceding year shall retire as an Officer.

#### **15.0 Duties of Elected Officers**

##### **15.1 President**

15.2 The President shall:

- (i) enforce the due observance of the Constitution and Bylaws;
- (ii) perform such other duties as usually pertain to this office;
- (iii) represent, or appoint a designate to represent, the Association in all its official contacts with medical, scientific or other bodies;
- (iv) sign all documents requiring an official signature of the Association;
- (v) deliver a valedictory address at the AGM;
- (vi) be an Ex-officio Member of all Association committees;
- (vii) in the absence of the Chair, perform the functions of the Chair; and
- (viii) attend to other matters.



15.3 **President-Elect**

15.4 The President-Elect shall:

- (i) assist in the performance of the President's duties;
- (ii) in the absence of the President, perform the functions of the President;
- (iii) be a Member of the Executive; and
- (iv) if the office of President becomes vacant serve as Acting President.

15.5 **Immediate Past President**

15.6 The Immediate Past President shall:

- (i) in the absence of the President and President-Elect, act in their stead;
- (ii) be a member of the Executive; and
- (iii) chair the Nominating Committee.

15.7 **Speaker and Deputy Speaker**

15.8 The elected officials of the Association shall consist of the:

- (i) Speaker
- (ii) Deputy Speaker

15.9 The Speaker and Deputy Speaker shall be elected by the AGM and shall remain in office from the close of the AGM when elected until the close of the next subsequent AGM.

15.10 The Speaker shall preside over the AGM and all other general and special meetings of the Association and meetings of the Forum.

15.11 The Deputy Speaker shall carry out the duties of Speaker in the absence of or at the request of the Speaker.

15.12 The Speaker shall have the authority to establish a resolutions committee for each meeting of the Association.

15.13 If both the Speaker and Deputy Speaker are absent from a meeting, a Speaker may be chosen at the meeting.

15.14 If the office of the Speaker becomes vacant during the year, the Deputy Speaker shall assume that office and the Board may appoint any Member to act as Deputy Speaker until the close of the next AGM.

**16.0 Appointed Officials**

16.1 The appointed officials of the Association shall consist of the:

- (i) Chair
- (ii) Executive Director

16.2 The Chair shall be appointed annually by the Board.

16.3 The Executive Director will be appointed by the Board from time to time.

16.4 **Chair**

16.5 The Chair shall:

- (i) preside at meetings of the Board and Executive;
- (ii) in consultation with the President and Executive Director, prepare agendas for meetings of the Board and the Executive;
- (iii) possess and exercise such powers and fulfill such duties as the Board may assign by passage of specific motions;
- (iv) in the event that the Chair is not appointed from within the Board, the Chair shall not be eligible to vote or be considered a member of the Board for the purpose of declaring a quorum.

16.6 **Executive Director**

16.7 The Executive Director shall:

- (i) be the chief executive officer of the Association;
- (ii) give general supervision to the administration of Association affairs;
- (iii) be responsible to the Board for the implementation of Association policies;
- (iv) pay all bills, which are the due account of the Association;
- (v) deliver the annual audited financial statement to the Members;
- (vi) receive, take charge of and when so directed, account for and deliver over to the Board all monies, securities, deeds and financial instruments which are the property of the Association;
- (vii) assume such duties as described in the Constitution and Bylaws and those that shall be assigned by the Board from time to time and, when designated by the Board, may act as an official representative of the Association;
- (viii) attend meetings of the Board and Forum without the right to vote; and
- (ix) shall have charge of and be responsible for the preparation and custody of all the correspondence, minutes, resolutions, books and records of the Association.

17.0 **Board**

17.1 Composition

17.2 The Board shall be composed of the President, President-Elect, Immediate Past President and 10 Directors.

- 17.3 Directors shall be elected by and from among the Members of the Forum to hold office for a term of three years, with annual elections for approximately one-third of the Directors provided, however, subject to the provisions of Section 46.4, that no Director serve more than two consecutive three-year terms.
- 17.4 **Validity**
- 17.5 An act of a Director or Officer is valid notwithstanding any irregularity in the election or appointment of the Director or Officer.
- 17.6 **Meetings**
- 17.7 The Board shall meet at the call of the Chair, at least six times per year, and at such other times as the President deems advisable.
- 17.8 Seven members of the Board shall constitute a quorum.
- 17.9 Any Member who has notified the Chair in advance may, subject to this paragraph, attend the meeting as an observer. The Chair may, at any time, determine that all or a portion of a meeting should be closed to observers.
- 17.10 **Powers and Duties**
- 17.11 In addition to other specific duties and powers assigned elsewhere in the Constitution and Bylaws, the Board shall:
- (i) take the initiative in preparing general policies and actions for consideration by the Forum;
  - (ii) consider for implementation all policies and actions approved by the Forum; and
  - (iii) be responsible for the direction of the affairs of the Association between meetings of the Forum.
- 17.12 The Board shall have power to delegate authority for specific matters to the Executive, to any committee or to any Officer.
- 17.13 The Board may meet with the Council of the College to consider matters of joint interest to the Association and the College.
- 17.14 No Officer, Director or Member shall receive any remuneration for services provided to the Association unless approved by the Board. The Board shall determine what honoraria, travel and maintenance allowances shall be payable to Members serving in various capacities. At its discretion, the Board may determine that the honoraria and allowances paid to Officers, and other Members providing unusual or special services to the Association, shall exceed those paid to members of the Board. The Board shall make a report concerning honoraria to the AGM.

17.15 **Indemnity to Directors, Officers and Others**

17.16 The Association hereby indemnifies and saves each and every present and former Director, Officer, Official and Delegate together with any Member who sits or who has sat on any Association committee at the request of the Association (each an "Indemnified Party" and collectively, the "Indemnified Parties") and each of their respective heirs and legal representatives, harmless from and against all amounts, losses, costs, charges, damages, expenses and misfortunes of whatsoever nature or kind that become payable, including an amount paid to settle an action or satisfy a judgment, and including legal costs (on a solicitor and his own client basis) that are reasonably incurred by an Indemnified Party in respect of any civil, criminal or administrative action or proceeding to which the Indemnified Party is made a party by reason of or arising out of or in any way incidental to the Indemnified Party holding or having held such position with the Association, PROVIDED THAT the Indemnified Party:

- (i) acted honestly and in good faith with a view to the best interests of the Association;
- (ii) acted with the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and
- (iii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnified Party had reasonable grounds for believing their conduct was lawful.

17.17 The indemnity granted herein shall apply notwithstanding any fees or other remuneration paid to the Indemnified Party while serving in any capacity with the Association.

17.18 Nothing herein shall relieve an Indemnified Party from the duty to act in accordance with these Bylaws or the provisions of the *Societies Act*, as amended or replaced from time to time by legislation of similar nature and substance, and the regulations thereunder or from liability for any breach thereof.

**18.0 Executive Committee**

**18.1 Composition**

18.2 The Executive shall consist of the Officers and two Directors who are appointed annually by and from the Board.

**18.3 Meetings**

18.4 The Executive shall meet at the call of the Chair.

18.5 Three Members of the Executive shall constitute a quorum.

**18.6 Powers and Duties**

18.7 The Executive shall deal with all matters requiring attention between meetings of the Board.

18.8 All decisions by the Executive must be ratified by the Board.

18.9 The Executive may meet with the Council of the College, or its executive committee, to consider matters of joint interest to the Association and the College.

## **19.0 Standing Committees**

19.1 Standing Committees of the Association shall be established or amended by special resolution.

19.2 Standing Committees shall be appointed annually by the Board. The number of members and the chair of each Standing Committee and their selection shall be at the sole discretion of the Board, unless otherwise specified in the Bylaws. The Nominating Committee will place in nomination sufficient names to complete all Standing Committees provided for in the Bylaws for consideration by the Board, however, the Board shall not be bound by the submission of the Nominating Committee.

19.3 A Standing Committee shall not incur expenses beyond those authorized by the Board.

19.4 For any Standing Committee a majority of the members shall constitute a quorum.

19.5 All Standing Committees shall conduct their activities as are consistent with the Constitution and Bylaws.

## **20.0 Committee on Constitution and Bylaws**

20.1 The committee shall be composed of two Members appointed by the Board, one representative of the Council of the College, together with the President, President-Elect and a Member of the secretariat appointed by the Board.

### **20.2 Terms of Reference**

20.3 The committee shall:

- (i) deal with all items of the Constitution and Bylaws or such kindred subjects as they may deem advisable or as may be referred to them;
- (ii) inform the Board of its recommendations;
- (iii) report to the AGM.

## **21.0 Fees Advisory Committee**

21.1 The committee shall be composed of up to seven Members.

### **21.2 Terms of Reference**

21.3 The committee shall:

- (i) receive submissions and representations from various Sections and groups of the profession in regard to fees;
- (ii) consider such amendments, additions or deletions to the Schedule of Medical Benefits as are considered appropriate.

## **22.0 Committee on Financial Audit**

22.1 The committee shall be composed of five Members appointed annually by the Board.

- 22.2 The chair shall be appointed by the Board from the committee members and shall hold office for a three-year term provided, however, that no chair serves more than two consecutive three-year terms.
- 22.3 The committee will meet at least four times per year.
- 22.4 Three Members of the committee, one of whom shall chair the meeting, shall constitute a quorum.
- 22.5 **Terms of Reference**
- 22.6 The committee shall:
- (i) review the planning of the external audit and confirm the qualifications and independence of the external auditor;
  - (ii) review all audited financial statements and other financial information that is provided to the Board or the membership;
  - (iii) advise the Board as to whether all audited financial statements are presented fairly and in accordance with Canadian generally accepted accounting principles;
  - (iv) review the system of internal financial controls that management has established;
  - (v) monitor and report to the Board, Executive Director compliance to the financial policies approved by the Board;
  - (vi) present to the AGM the audited financial statements for the previous fiscal year;
  - (vii) recommend to the AGM the annual appointment or reappointment of the auditors;
  - (viii) monitor the Association's compliance with legal and regulatory requirements that may have a material impact on the financial statements;
  - (ix) provide advice to the Board and management on any financial or related matter; and
  - (x) take direction from and report to the Board with respect to additional duties that the Board may ask the Committee to perform from time to time, as shall be consistent with the Bylaws.

### **23.0 Government Affairs Committee**

- 23.1 The committee shall assist the Board of Directors with its political activity through:
- (i) the maintenance of environmental scanning;
  - (ii) the identification of issues for the Board, as well as options for responding; and
  - (iii) where directed, assisting the Executive Director in the implementation of government affairs programming.

### **24.0 Health Issues Council**

- 24.1 The Council shall assist the Board of Directors by:

- (i) assessing the needs and opportunities for Association activity in the health care arena;
- (ii) providing options and analysis to the Board for its review and decision; and
- (iii) where directed, assisting the Executive Director in implementing activities to achieve Board policies on health issues.

## **25.0 Nominating Committee**

25.1 The committee shall be composed of the Immediate Past President, who shall be chair, the President, four Members elected at the AGM, two Delegates by and from the Forum and two Members appointed by the Board.

### **25.2 Terms of Reference**

25.3 The committee shall provide to:

- (i) the Membership, a nominee for President-Elect;
- (ii) the AGM, a list of nominees for: Speaker, Deputy Speaker and representatives to CMA General Council;
- (iii) the Forum, a list of nominees for election of Directors of the Board;
- (iv) the Forum, a list of nominees for the Directors of the CMA Board;
- (v) the Board, a list of nominees for committee membership, including committee chairs, a list of nominees for Members Emeritus, and a list of nominees for CMA committees and council membership.

## **26.0 Committee on Reproductive Care**

26.1 The committee shall have as delegated duties from the Board of Directors:

- (i) its primary purpose shall be the planned or systemic study of fetal deaths, neonatal and maternal mortality and morbidity in Alberta with a view to the continual improvement of the quality of health care, health services and the level of skill, knowledge and competence of health service providers;
- (ii) to maintain liaison with physicians and hospitals and other bodies or agencies concerned with reproductive care;
- (iii) to promote the continuing education of physicians in Alberta practising obstetrics and pediatrics and to participate in same as appropriate;
- (iv) to use non-identifying or individually identifying health information in accordance with the uses set forth in the HIA; and
- (v) to control, store, maintain and use all data in accordance with the provisions of HIA provided that if possession of the data is transferred to a third party the Committee on Reproductive Care shall retain control of the data and ensure that data is used only for the purpose for which the data was provided to the third party.

26.2 The committee shall assist the Board of Directors by:

- (i) assessing the needs and opportunities for Association activity in the field of reproductive care;
- (ii) providing options and analysis to the Board of Directors for its review and decision; and
- (iii) where directed, providing assistance to the Executive Director in implementing activities to achieve Board policies on reproductive care issues.

26.3 The committee shall maintain custody of its quality assurance records and otherwise conduct its operations in such manner as to maintain the status of a "quality assurance committee" as that term is defined under the *Alberta Evidence Act*.

## **27.0 Committee on Student Affairs**

27.1 The Committee shall assist the Board of Directors with its relationships with Student Members through providing advice to the Board of Directors and the Representative Forum on issues affecting Student Members of the AMA or kindred subjects, as they may deem advisable or as may be referred to them.

## **28.0 Committee on Uninsured Services**

28.1 The Committee shall assist the Board of Directors with its activities on uninsured services through:

- (i) assessing the needs and opportunities;
- (ii) providing options and analysis to the Board for review and decision; and
- (iii) where directed, assisting the Executive Director in implementing activities to achieve Board policies.

## **29.0 Special Committees**

29.1 Special committees may be established from time to time by the Forum or the Board to carry out specific tasks.

29.2 Motions to establish special committees shall include specific terms of reference.

29.3 Each special committee shall make a recommendation for dissolution to the party establishing the special committee once the assigned work is completed.

## **30.0 Affiliation**

30.1 The Association shall be the affiliated medical body of the CMA, representing the medical profession of the Province of Alberta until such time as this relationship is terminated by the proper authority of the CMA or the Association. While the Association continues as the affiliated medical body of the CMA, the words "CMA Alberta Division" may be used in its name.

## **31.0 Affiliated Societies**

31.1 Any group of doctors of medicine or doctors of osteopathy in Alberta, some or all of whom may be Members of the Association, who either have formed a society of their own or desire to do so, may apply to the Board for recognition as an affiliated society of the Association.



- 31.2 An application shall be submitted to the Board together with the bylaws of the society or proposed society.
- 31.3 The Board shall make or cause to be made such investigations as may be required, including an enquiry into whether the activities or proposed activities of the society are in harmony with the Constitution and Bylaws. The Board shall refer the application to any Section or Member organization that may be affected by the new society and may allow up to six months for a response.
- 31.4 If the Board accepts such application, the matter shall be considered at the next AGM, or at a special general meeting called for the purpose, where the matter will be accepted or rejected.
- 31.5 Dues, if any, to be paid by an affiliated society to the Association shall be established by the Board.
- 31.6 The purpose of recognizing affiliated societies shall be the establishment of a friendly relationship between the affiliated society and the Association. There shall be no obligation on the part of the Association to sponsor policies or activities of the affiliated society but the Association shall, to the extent it deems advisable, cooperate with the affiliated society in the arrangement of activities for mutual benefit of both the Association and the affiliated society.

## **32.0 Representatives**

- 32.1 The Nominating Committee shall nominate, and the Association elect, the Alberta representatives and alternate representatives to the General Council of the CMA in a number determined by the bylaws of the CMA, and shall include two Members appointed by the Board.
- 32.2 The Nominating Committee will nominate from the Members of the Forum, and the Forum will elect from their number, the representatives to the Board of Directors of the CMA.

## **(B) PROCEDURES**

### **33.0 Rules of Order**

- 33.1 All meetings of the Forum, Board and Executive of the Association and any general or special meetings of the Association shall be conducted in accordance with *Procedures for Meetings and Organizations*, third edition (Kerr and King).

### **34.0 Amendments**

- 34.1 The Constitution and Bylaws shall not be repealed, added to or amended unless by a Special Resolution.
- 34.2 Notice of a Special Resolution to alter the Constitution and Bylaws shall be given in writing to Members at least 60 days before the AGM or special general meeting.

### **35.0 Special Resolution**

- 35.1 A Special Resolution may be passed at a general meeting where notice has been given at least 21 days in advance specifying the motion, and is approved by at least 75% of those Members present and entitled to vote.

### **36.0 Borrowing Powers**

36.1 For the purpose of carrying out its Constitution and Bylaws, the Association may borrow or raise or secure the payment of money in such manner as it thinks fit and, in particular, by the issue of debentures, but this power shall be exercised only under the authority of the Association, and in no case shall debentures be issued without the sanction of a Special Resolution of the Association.

### **37.0 Audit**

37.1 The financial year shall be the first day of October to the thirtieth day of September.

37.2 The auditor shall:

- (i) audit annually the financial statements of the Association, including such tests of accounting records and other information as will enable the auditor to give an opinion on the financial records;
- (ii) file the annual report with the Committee on Financial Audit. The chair of the Committee on Financial Audit shall submit the annual report to the Board for approval, and it shall be open to inspection by all Members. The annual report of the auditor shall be included in the report to the AGM;
- (iii) examine and report on other financial matters of the Association on the request of the Board.

37.3 The books and records of the Association may be inspected by any Member at the head office of the Association on giving reasonable notice to the Executive Director. Each Director shall have access to such books and records without the requirement of notice.

### **38.0 Referenda**

38.1 No agreement between Alberta Health and Wellness (or other paying agency) and the Association which affects the medical profession in Alberta shall be approved, adopted or ratified by the Forum, the Board or the Executive on behalf of the Members unless such approval, adoption or ratification shall have been approved by a simple majority of the Members who vote on a ballot put to all Members entitled to vote.

38.2 The Association may submit to a ballot to Members, or a specific group of Members, such other matters as the Forum or Board may from time to time determine.

38.3 The procedure for all referenda shall be established by resolution of the Board from time to time provided that:

- (i) each resolution of the Board regarding referenda shall provide for a separate vote on each issue; and
- (ii) the procedure for all referenda shall follow the procedures, as a minimum, set out in Article 39, sections 39.1 through 39.20 – Election Procedures, herein wherever practical. When interpreting the procedure for referenda pursuant to this section, the term "referenda" shall be substituted for the term "election."

38.4 **Enquiry as to the Legality of Referenda**

38.5 If there is any doubt or dispute concerning the procedural legality of a referendum, the Board shall hold an enquiry and decide whether the procedures followed those set out herein. If the procedure is determined to adhere to this section, the Board shall state in writing the outcome of the referendum together with their findings regarding the procedure. If the procedure regarding the referendum does not adhere to the procedure set out herein, the Board shall order a new referendum.

**39.0 Election Procedures**

39.1 **General**

39.2 **Scrutineers**

39.3 The Board shall appoint two or more Members to act as scrutineers at the election.

39.4 **Appeal**

39.5 If a Member entitled to vote fails to receive a ballot, the Executive Director shall be advised in writing and shall:

- (i) enquire into the complaint;
- (ii) rectify the error, if any; and
- (iii) advise the Member of the decision in writing within three days after receiving the complaint.

39.6 If the complainant is dissatisfied with the decision of the Executive Director, the Member may appeal to the Executive in writing not less than 10 days before the date fixed for the election.

39.7 The decision of the Executive will be final.

39.8 **Counting of Votes**

39.9 Ballots will be received until 16:30 on the date fixed as the deadline for receipt of ballots. All ballots received after this time shall be declared as spoiled ballots.

39.10 The ballots shall be opened by the Executive Director in the presence of scrutineers.

39.11 The Executive Director shall count the votes and keep a record.

39.12 **Rights of Voter**

39.13 A Member entitled to vote at an election is entitled to be present at the opening of the ballots.

39.14 **Petition Against Election**

39.15 No petition against the return of a Member shall be entertained unless, within 60 days after the election, the petition, containing a statement of the grounds on which the election is disputed, is filed with the Executive Director; and a copy of the petition is served on the Member whose election is disputed.

39.16 **Enquiry as to Legality of Election**

39.17 If there is any doubt or dispute concerning the legality of the election, the Board shall hold an enquiry and decide who the legally elected candidate is, and if the election is found to be illegal by the Board, the Board shall order a new election.

39.18 **Extension of Time**

39.19 If normal delivery service is disrupted, the Executive Director shall have the authority to extend the dates for the:

- (i) distribution of nominating papers;
- (ii) return of completed nominations;
- (iii) distribution of ballots;
- (iv) return of completed ballots;
- (v) counting of ballots;

for such time that the Executive Director, acting reasonably, considers advisable.

39.20 If any extension of time under Article 39.19 hereof results in the date for counting return ballots being delayed until after the date for assumption of office contemplated by these bylaws, then the retiring Officers and Directors shall remain in office until the newly elected Officers and Directors assume office on the date that the counting of the ballots is completed and the winners of the election are declared elected.

**40.0 Conduct of Elections: President-Elect**

40.1 Election for President-Elect shall be under the management of the Executive Director and shall be held at such time as shall be determined by the Board.

40.2 At least 60 days prior to the date on which the election of President-Elect is to be held, the recommendation of the Nominating Committee and a notice stating the deadline for receipt of nominations, date of election and a nomination paper shall be mailed to each Member entitled to vote.

40.3 **Nomination Paper**

40.4 Except for the candidate recommended by the Nominating Committee for nomination of President-Elect, each nomination shall be signed by five Members eligible to vote and by the nominee indicating acceptance of the nomination.

40.5 A nomination must be received in the head office of the Association at least 35 days before the time fixed for the election.

40.6 **Mailing of Documents to Voters**

40.7 Provided that more than one nomination for President-Elect is received, each Member eligible to vote shall receive not less than 30 days before the date fixed for election:

- (i) a copy of the instructions to voters;

- (ii) a ballot listing the names of Members nominated for election of President-Elect; and
- (iii) a brief curriculum vitae for each nominee.

**40.8 Voting**

40.9 Each ballot shall be marked by the voter with an X showing the voter's preference for the candidate.

**40.10 Equality of Votes**

40.11 If an equal number of votes are cast for two or more candidates leaving the election of the President-Elect undecided, there shall be a further election to be held at the ensuing AGM.

**40.12 Declaration of Candidate**

40.13 In order to be elected as President-Elect, one candidate must receive more votes than any of the other candidates.

40.14 If no additional nominations for President-Elect are made, then the Member recommended by the Nominating Committee shall be deemed to be unanimously elected as the President-Elect of the Association.

**40.15 Destruction of Ballots**

40.16 The ballots used at an election shall not be destroyed until after all petitions in respect of the election have been decided, and shall be retained until then, together with all other papers in connection with the election and in any event shall not be destroyed for a period of 70 days following the election of the President-Elect.

**41.0 Conduct of Elections: Regional Delegates**

41.1 Election for zonal delegates to the Forum shall be under the management of the Executive Director and shall be held at such time as shall be determined by the Board.

41.2 At least 60 days before the date on which the election of delegates is to be held, a notice stating the deadline for receipt of nominations, date of the election and a nomination paper shall be mailed to each Member entitled to vote in the Zone and to the corresponding ZMSA.

**41.3 Nomination Paper**

41.4 Each nomination shall be signed by three Members who are eligible to vote and by the nominee indicating acceptance of the nomination.

41.5 Nominations must be received in the office of the Association at least 35 days before the time fixed for the election.

**41.6 Mailing of Documents to Voters**

41.7 Not less than 30 days before the date fixed for election, each Member eligible to vote shall receive:

- (i) a copy of the instructions to voters;

- (ii) a ballot listing the names of Members nominated for election of zonal delegate and the Regional containing their Practice Location; and
- (iii) a brief curriculum vitae for each nominee.

#### 41.8 **Voting**

41.9 Each ballot shall be marked by the voter with an X showing the voter's preference for the candidate or candidates, up to the total number of candidates to be selected from the names listed on the ballot.

#### 41.10 **Appeal**

41.11 If a Member entitled to vote fails to receive a ballot, the Executive Director shall be advised in writing and shall:

- (i) enquire into the complaint;
- (ii) rectify the error, if any; and
- (iii) advise the Member of the decision in writing within three days after receiving the complaint.

41.12 If a complainant is dissatisfied with the decision of the Executive Director, the Member may appeal to the Executive not less than 10 days before the date fixed for the election.

41.13 The decision of the Executive will be final.

#### 41.14 **Election of Candidate**

41.15 In order to be elected as a Delegate from a Zone, each candidate must receive more votes than any of the other candidates up to the total number of candidates to be selected as Delegates from the Region in the Zone.

#### 41.16 **Election of Candidates in Zones Containing Edmonton and Calgary**

41.17 Before filling any other Delegate vacancies, the Zone containing Edmonton or Calgary must have at least one GFT Delegate and one Suburban Delegate. The remaining Delegate vacancies for the aforesaid Zone will be filled from the remaining candidates in descending order of votes received.

41.18 In the applicable Zones containing Edmonton and Calgary, the ballots will identify those candidates who are nominees for GFT Delegate and Suburban Delegate.

41.19 The candidate with the highest number of votes for the position of GFT Delegate or Suburban Delegate, as the case may be, shall be declared elected.

41.20 Upon request of the Executive Director, from time to time, each Delegate will provide evidence supporting their Practice Location.

#### 41.21 **Equality of Votes**

41.22 If an equal number of votes are cast for two or more candidates, leaving the election of a Delegate undecided, there shall be a further election.

#### 41.23 **Destruction of Ballots**

41.24 The ballots used at an election shall not be destroyed until after all petitions in respect of the election have been decided, and shall be retained until then, together with all other papers in connection with the election and in any event shall not be destroyed for a period of 70 days following the election of the Delegates.

#### **42.0 Conduct of Elections: Directors**

42.1 Election of Directors shall be under the management of the Executive Director and shall be held at each fall meeting of the Forum.

42.2 At least 30 days before the date on which the election of Directors is to be held, the recommendation of the Nominating Committee and a nomination paper shall be sent to each Delegate entitled to vote.

##### **42.3 Nomination Paper**

42.4 Except for the candidates recommended by the Nominating Committee, each nomination shall be signed by five Delegates and by the nominee indicating acceptance of the nomination.

42.5 Nominations must be received by the Executive Director by noon of the first day of the fall meeting of the Forum.

42.6 If no additional nominations are made, then the adoption of the report of the Nominating Committee shall unanimously declare the Directors.

##### **42.7 Election**

42.8 The election of Directors shall be carried out by secret ballot at the fall meeting of the Forum.

42.9 Each ballot shall be marked by the voter with an X showing the voter's preference for the candidate or candidates, up to the total number of Directors to be elected from the names listed on the ballot.

42.10 If an equal number of votes are cast for two or more candidates, leaving the election of a Director undecided, there shall be a further election.

##### **42.11 Destruction of Ballots**

42.12 The ballots used at an election shall not be destroyed until after all petitions in respect of the election have been decided, and shall be retained until then, together with all other papers in connection with the election, and in any event shall not be destroyed for a period of 70 days following the election of the Directors.

#### **43.0 Conduct of Elections: Speaker, Deputy Speaker, Representatives to CMA General Council, Members Emeritus and Honorary Members**

43.1 Elections of Speaker, Deputy Speaker and Representatives to CMA General Council, shall be under the management of the Executive Director and shall be held at the AGM.

43.2 Nominees for Members Emeritus and Honorary Members must be approved by a unanimous vote of the Board.

- 43.3 At least 60 days before the AGM, the recommendations of the Nominating Committee shall be mailed to each Member entitled to vote. In addition, for the positions of Speaker, Deputy Speaker and Representatives to CMA General Council, a notice stating the deadline for receipt of further nominations, and a nominating paper shall also be mailed to each Member entitled to vote.
- 43.4 Except for the candidates recommended by the Nominating Committee, each nomination shall be signed by two Members eligible to vote and by the candidate indicating acceptance of the nomination.
- 43.5 Nominations must be received in the offices of the Association at least 30 days before the AGM.
- 43.6 Elections shall be held at the AGM.

#### **44.0 Absence, Vacancy and Removal**

- 44.1 If a Delegate or member of the Board:
- (i) ceases to be a Member in good standing;
  - (ii) is absent from more than two consecutive meetings of the Forum or of the Board without giving a reason that is found acceptable to the Forum;
  - (iii) ceases to be a resident of Alberta; or
  - (iv) ceases to have a Practice Location in the Region in the Zone from which they were elected, in the case of a zonal Delegate;

the Forum shall be entitled to remove the Member from the Forum or the Board on written notice to the member.

#### **45.0 Removal of Officer or Director**

- 45.1 An Officer or Director may be removed from office by a resolution conducted by mail ballot:
- (i) an Officer shall be removed by a Special Resolution of the voting Members of the Association in good standing; and
  - (ii) a Director shall be removed by a resolution passed by not less than 75% of the Delegates entitled to vote.

#### **45.2 Procedure to Initiate Removal**

- 45.3 The removal of an Officer or Director may be initiated by resolution of the Board passed by not less than 75% of those entitled to vote therein, and shall be initiated,
- in the case of an Officer
- (i) by written petition to the Executive Director signed by a majority of the voting Members; or
  - (ii) by ordinary resolution of the Members at a special general meeting of the Association called for that purpose;



in the case of a Director

- (iii) by written petition to the Executive Director signed by a majority of the voting Members of the Forum; or
- (iv) by ordinary resolution passed at a special meeting of the Forum.

**45.4 Conduct of Vote**

45.5 Within 14 days of initiating the removal of an Officer or Director, the Executive Director shall cause to be distributed to each Member entitled to vote on the resolution:

- (i) one ballot for each Officer or Director proposed to be removed;
- (ii) a notice specifying the date by which completed ballots must be returned, which shall be a date set by the Executive Director that is between 20 and 25 days following the date of distribution of the ballots.

45.6 All ballots shall be counted within two days of the deadline specified for the return of the ballots.

**46.0 Replacements for Vacated Offices and Directorships**

46.1 If the office of President is vacant, the President shall be replaced by the President-Elect who shall choose, after consultation with the Board, to either:

- (i) in addition to the duties of the President-Elect, serve the remainder of the term as Acting President and continue to assume the office of President; or
- (ii) resign as President-Elect and assume the office of the President at which time the office of President-Elect shall be filled by an election.

46.2 If the office of President-Elect is vacant, but not the office of the President, the office of President-Elect shall then be filled by an election.

46.3 If both the offices of President and President-Elect are vacant simultaneously, the offices of President and President-Elect shall be filled by an election. The Past President shall assume the office of President until the election for President is completed.

46.4 Any vacancy of a Director's position shall be filled for the remainder of the elected term by election to the Board for the remainder of the term. Notwithstanding section 17.3, service in such a capacity shall not limit the member serving another two consecutive full three-year terms.



# Alberta Medical Association

## Privacy Policies and Procedures

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December 2002

Revised ~~December~~ May, 2010<sup>1</sup>, (section 10.2)

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# Introduction

## BACKGROUND INFORMATION

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Founded the same year as the province - 1905 - the Alberta Medical Association (AMA) represents 95% of Alberta physicians. The AMA is the official voice of the medical profession in Alberta. The Alberta Medical Association (AMA) is responsible for the following key business functions:

- Negotiating on behalf of physicians,
- Representing members,
- Advocating for quality health care,
- Managing the Medical Services budget, and
- Providing member benefits, e.g. insurance.

The AMA collects information on its members (over 6,000 members) to support key business functions and enhance the value of AMA membership. The AMA has taken a leadership role in the development of an overall privacy policy (and supporting policies and procedures) to protect the membership's personal information.

The privacy policies and procedures contained in this document provide a framework to:

- Increase awareness of the importance of protecting personal information;
- Support AMA staff members to protect information in appropriate ways; and
- Support controlled access to and responsible use of information managed by the AMA.

The policies and procedures contained in this document support the overall privacy policy. As well as protecting member information, they provide protection of information required to fulfill the mandate of the association and for AMA employee information.

The policies and procedures provide the suggested directions and actions to be taken to protect personal information held by the AMA. It is important to state that these policies and procedures provide the guiding framework, but are not to be substituted for good judgment exercised by staff members of the AMA.

The policies and procedures will require ongoing review so that these reflect the operating realities of the AMA, while at the same time, continue to support the ten privacy policy principles. Priorities for the further development of procedures and supporting processes will need to be set, and a phased implementation plan will be required.

In developing these policies and procedures, an assessment of the current situation was completed to assist with the identification of current business practices when handling personal information. From this review, it was determined that the AMA collects a variety of personal information that can be organized into three broad categories. The following is an excerpt from the current situation assessment report regarding the categories of personal information held by the AMA.

The AMA collects a variety of personal information that can be organized into three broad categories:

### **AMA Employee Information**

The AMA collects and retains personal information on all employees. Information collected includes personal identifying information (name, address, SIN, salary information, etc.) and other Human Resource information on employees (e.g. performance appraisal results).

### **Member Information**

The AMA collects information on its membership that includes:

- Professional identity information (i.e. employment and business responsibilities and activities, and transactions of an individual – as collected in the MSIS);
- Personal health information (i.e. for insurance purposes, the Compassionate Expense Program, etc.); and
- Work performance information related to such matters as professional conduct and disciplinary action (e.g. information shared between the College of Physicians and Surgeons and the AMA).

### **Patient Information**

Patient information is required for specific projects such as Reproductive Care (i.e. patient records are used to review infant deaths) and other patient-related research projects. The patient information collected follows into two subgroups: A) Anonymous aggregate information used for research, and B) personal health information<sup>1</sup>.

The AMA has instituted best practices to safeguard personal information as presented below:

#### **Member Information**

- Restricted access to membership information by AMA staff is based on what level of information they require to do their job;
- Membership information is not shared from one member to another;
- Membership paper files are stored in a secured / locked area after hours;
- AMA has confidentiality agreements in place with all third party providers; and
- Access to the AMA website requires that the member enter their membership registration number and password, and the website contains limited information.

#### **Employee Information**

- Employee payroll information is treated as highly confidential information with limited staff member access;
- Employee information is only provided to third parties such as a bank / financial institution with the approval for release of the information by the employee; and
- Employee personnel records are kept in the Human Resources office in a locked cabinet, with strictly limited staff access.

#### **Patient Information**

- Patient files are accessed by committee members (e.g. Reproductive Care committee) and assigned AMA staff only;
- Patient files are stored in a secured area;
- Research reports do not include patient identifying information; and

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<sup>1</sup> Personal health information as defined in the Health Information Act includes individually identifying information used to describe health information, and therefore the identity of the individual who is the subject of the information can be readily ascertained from the information. Removal of the name when other identifiers are present, such as the health insurance number, postal code, etc. does not mean that the information is not individually identifying health information.

- *Patients participating in research projects sign an informed consent form and receive an information letter explaining the reasons for the study (health ethics research standards).*

#### *General Practices*

- *Files that contain personal information are locked / secured;*
- *The AMA has a record retention and disposition schedule for personal and corporate information. For example, member files are shredded for physicians who have not renewed their AMA membership for seven consecutive years; and*
- *AMA staff err on the side of caution when dealing with personal information.*

The above-mentioned best practices are sound ones. The policies and procedures contained in this document enshrine these best practices in documented policies and procedures. A thorough review of these policies and procedures will be conducted within 1 year of the date of implementation.

The next section presents the overall AMA Privacy Policies Statement and the ten principles, followed by the detailed policies and procedures presented under each principle.

## OVERALL AMA PRIVACY POLICY STATEMENT

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Information held by the Alberta Medical Association about its members is collected, stored, used, and disclosed in accordance with the privacy principles established by the Canadian Standards Association. The AMA respects members' right to privacy, and is committed to upholding the CSA privacy principles. By developing this policy framework, AMA is in compliance with the federal legislation (*Personal Information Protection and Electronic Documents Act* (PIPEDA)). PIPEDA applies to all personal health information transferred out of Alberta "for consideration" in the course of "commercial activities". PIPEDA came into effect as of January 1, 2002.

The AMA is committed to keeping private information held on members, electronically or otherwise, private and secure. The AMA regularly reviews, and when necessary, updates its security measures to ensure that all information is held secure, and that appropriate security measures and technology are maintained to ensure security of personal information.

The AMA places a high value on keeping employee information safe and secure and respects staff members' right of privacy. Therefore, the policies and procedures contained in this manual also relate to the protection of personal information of AMA employees.

The following policies and procedures are framed around ten privacy principles as presented below:

**1. *Accountability for Personal Information***

Definition: An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with established privacy principles.

**2. *Identifying Purposes of the Information***

Definition: The purpose for which the personal information is collected is identified by the organization before the time the information is collected.

**3. *Consent for the Collection, Use or Disclosure of Information***

Definition: The knowledge and informed consent of the individual are required for the collection, use, or disclosure of personal information.

**4. *Limiting Collection of Personal Information***

Definition: The collection of personal information is limited to that which is necessary for the purposes identified by the organization, and collected by fair and lawful means.

**5. *Limiting Use, Disclosure and Retention***

Definition: The organization will not use or disclose personal information for purposes other than those for which it was collected, except with the informed consent of the individual or as required by law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.

**6. *Accuracy of Personal Information***

Definition: Personal information is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used.

**7. *Safeguards for Personal Information***

Definition: Personal information is protected by security safeguards appropriate to the sensitivity of the information.

**8. *Openness About the Management of Personal Information***

Definition: The organization makes information available about its policies and practices relating to the management of personal information.

**9. *Individual Access to Personal Information***

Definition: Upon request, an individual is informed of the existence, use and disclosure of his or her personal information and has access to that information. An individual has the ability to challenge the accuracy and completeness of the information and have it amended as appropriate.

**10. *Challenging Compliance***

Definition: An individual has the ability to challenge the organization's compliance with these principles, by contacting the designated individual or individuals accountable for the organization's compliance.

PRINCIPLE 1: ACCOUNTABILITY FOR PERSONAL INFORMATION

The AMA is responsible for personal information under its management and has designated an individual accountable for overseeing that the policies and procedures in this document are adhered to.

POLICIES	PROCEDURES
<p>Policy 1.1</p> <p>The Chief Executive Officer (CEO) of the Alberta Medical Association (AMA) is accountable for compliance with the privacy policies and procedures. The CEO may designate day-to-day operational responsibility to other staff members of the organization.</p> <p>Decisions regarding the interpretation and application of the policies and procedures are the ultimate responsibility of the CEO.</p>	<p>Procedure 1.1</p> <p>The day-to-day operational responsibility lies with the Assistant Executive Director, Corporate Affairs, as the CEO designate. The Assistant Executive Director, Corporate Affairs will keep the CEO apprised of any issues.</p> <p>As required, the Assistant Executive Director, Corporate Affairs will consult with the appropriate representatives from the five departments of AMA (Corporate Affairs, Executive Office, Health Policy &amp; Economics, Public Affairs and Professional Affairs) in implementing the policies and procedures, and in reviewing and amending the policies and procedures as required.</p>
<p>Policy 1.2</p> <p>The AMA is responsible for personal information in its possession and this includes information that has been transferred to a third party for processing and information received from a third party.</p> <p>For third parties, the AMA has contractual agreements in place that commits the third party to protect the information at a comparable level as the AMA.</p>	<p>Procedure 1.2</p> <p>For all third party contracts, the AMA has in place a signed contractual agreement with wording in the contract that binds the third party to protect personal information at a comparable level to the AMA.</p> <p>This procedure applies to all new contracts as of the date this policy comes into effect. All existing contracts will be reviewed and amended as required.</p>
<p>Policy 1.3</p> <p>The AMA has in place an orientation for all staff members so that each staff member is aware of the policies and procedures and the accountability structure.</p>	<p>Procedure 1.3</p> <p>The managers in each department of the organization will ensure that employees are aware of and knowledgeable of the AMA privacy policies and procedures.</p> <p>This information will be part of the staff orientation.</p>



PRINCIPLE 2: IDENTIFYING PURPOSES FOR PERSONAL INFORMATION

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The AMA is responsible for identifying the purpose for which the personal information is collected before the time the information is collected.

POLICIES	PROCEDURES
<p>Policy 2.1</p> <p>The AMA identifies the purpose for which personal information is collected before the time of collection of the information.</p> <p>The need for the information is clearly documented.</p>	<p>Procedure 2.1</p> <p>A statement of purpose for collecting personal information is required to be completed by the AMA staff member. The request will document the type and form of information to be collected and the reason (the need) for the information.</p> <p>In defining the purpose, the following needs to be considered:</p> <ul style="list-style-type: none"> <li>A. The personal information to be collected and why it is being collected;</li> <li>B. The handling and use of the personal information that is being requested; and</li> <li>C. When, how and why personal information is made available.</li> </ul> <p>Note: This procedure applies to the collection of <b>new</b> personal information (as of the date these policies and procedures come into effect). It is acknowledged that membership information is already being collected to provide member services.</p>
<p>Policy 2.2</p> <p>The AMA has in place an approval process to review any request for the collection of personal information.</p>	<p>Procedure 2.2</p> <p>A staff member of the AMA will document the personal information they wish to collect and how the personal information is to be used. The request will be reviewed by the staff member's manager.</p> <p>Once approved by the manager, the request will be forwarded to the CEO or his designate for review and approval.</p>
<p>Policy 2.3</p> <p>Only personal information with an identified purpose is collected.</p>	<p>Procedure 2.3</p> <p>The manager requesting the collection of personal information will have in place an approved purpose statement before the information is collected (refer to procedure 2.2 above).</p>

PRINCIPLE 3: CONSENT FOR THE COLLECTION, USE OR DISCLOSURE OF PERSONAL INFORMATION

The AMA will ensure that the individual's knowledge and informed consent are obtained for the collection, use, or disclosure of personal information.

POLICIES	PROCEDURES
<p>Policy 3.1</p> <p>The AMA obtains consent for the collection, use and disclosure of personal information before the time of collection.</p>	<p>Procedure 3.1</p> <p>Staff members of the AMA will seek consent from the individual before information is collected or disclosed. At that time, the staff member will indicate the purpose for which the information is being collected, used or disclosed, and seek consent.</p> <p>Depending on the sensitivity of information being collected, used or disclosed, a written consent may be required. A staff member will review any requests for the collection, use or disclosure of sensitive information with their manager to decide whether a written consent is required.</p> <p>A staff member will document the mechanism by which consent is obtained, i.e. by telephone, in writing, by email, etc. Implied consent is given when the action/inaction of an individual reasonably infers consent.</p>
<p>Policy 3.2</p> <p>The AMA does not disclose personal information for secondary or other purposes such as marketing.</p> <p>The AMA only discloses personal information to endorsed service providers and affiliated organizations, and a contract agreement will be in place that commits the affiliated organization or endorsed provider to protect the information at a comparable level as the AMA (also refer to Policy 1.2).</p>	<p>Procedure 3.2</p> <p>A staff member receiving a request for personal information for purposes other than originally intended will refer the request to their manager for further consideration.</p> <p>The manager will consider the merit of the request, guided by the policies and procedures contained in this document. The manager may seek the opinion of the Assistant Executive Director, Corporate Affairs.</p>
<p>Policy 3.3</p> <p>Consent is not a condition for supplying a product or service, unless the information requested is required to fulfill a specified and legitimate purpose (i.e. a member will not be denied a product or service of the AMA if consent is not provided by the member).</p>	<p>Procedure 3.3</p> <p>A staff member will be guided by the policies and procedures contained in this document and the definitions for consent contained in the Definitions section of this document.</p>

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PRINCIPLE 4: LIMITING COLLECTION OF PERSONAL INFORMATION

The AMA will limit the collection of personal information to that which is necessary for the purposes identified by the organization, and collected by fair and lawful means.

POLICIES	PROCEDURES
<p>Policy 4.1</p> <p>The AMA only collects personal information necessary to fulfill the purpose identified for the information.</p>	<p>Procedure 4.1</p> <p>The reasons for collection of personal information will be clearly stated. Staff members of the AMA will follow the approval process outlined in procedures 2.1, 2.2 and 2.3.</p>
<p>Policy 4.2</p> <p>The AMA information collection practices are fair, lawful and respectful of the individual.</p>	<p>Procedure 4.2</p> <p>The AMA information collection practices will be reviewed by the Assistant Executive Director, Corporate Affairs annually to ensure that practices are fair, lawful and respectfully of the individual.</p> <p>The Assistant Executive Director, Corporate Affairs will produce an annual report of findings that will be sent to the Executive Director of the AMA for review and further action.</p>

PRINCIPLE 5: LIMITING USE, DISCLOSURE AND RETENTION OF PERSONAL INFORMATION

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The AMA will not use or disclose personal information for purposes other than those for which it was collected, except with the informed consent of the individual or as required by law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.

POLICIES	PROCEDURES
<p>Policy 5.1</p> <p>The AMA uses or discloses information only for the purpose identified at the time of collection. New uses or disclosures are permissible only with the consent of the individual or as required or permitted by law.</p>	<p>Procedure 5.1</p> <p>AMA managers will ensure that the use or disclosure of information is consistent with the purpose identified.</p> <p>Managers will conduct a review of the use and disclosure of personal information (annually or a more frequent basis if required) to ensure compliance with AMA privacy policies and procedures.</p>
<p>Policy 5.2</p> <p>The AMA retains personal information for only as long as it is needed to achieve the identified purpose.</p> <p>The AMA is guided by industry standards related to retention schedules or applicable legislation.</p>	<p>Procedure 5.2</p> <p>The Assistant Executive Director of Corporate Affairs or his designate will develop retention schedules for the personal information being held by the AMA. The retention schedules will be developed using industry standards or legislative requirements and be distributed to all staff members.</p> <p>The Assistant Executive Director of Corporate Affairs or his designate will ensure that AMA staff members are aware and in compliance with the retention schedule(s).</p> <p>Where there is a question about the retention of personal information, the question will go before the Assistant Executive Director of Corporate Affairs for review and recommendation. The recommendation of the working group will be forwarded to the CEO or his designate for a final decision.</p> <p>Destruction of personal information will be the responsibility of the Assistant Executive Director of Corporate Affairs or his designate.</p>
<p>Policy 5.3</p> <p>The AMA communicates the limitations on use and disclosure of personal information to staff members.</p> <p>The AMA allows staff to access and use personal information on a "need-to-know" basis, i.e. information required to perform their job.</p>	<p>Procedure 5.3</p> <p>AMA managers will inform staff members regarding the limitations on use and disclosure of personal information at the time of orientation of new employees and on an annual basis.</p> <p>Access to personal information by staff members will be limited to the level of information required to perform their duties. The level of access will be determined by the program manager.</p>

PRINCIPLE 6 : ACCURACY OF PERSONAL INFORMATION

The AMA is responsible for ensuring that personal information is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used.

POLICIES	PROCEDURES
<p>Policy 6.1</p> <p>The AMA ensures that personal information being collected is accurate, complete and up-to-date for the purposes for which the information is collected, used or disclosed.</p>	<p>Procedure 6.1</p> <p>The person responsible for collecting the personal information will have mechanisms in place to control accuracy of the information and to update the personal information as necessary for the intended purpose.</p> <p>Each program area will define when updates are appropriate based on the purpose of the information use. For example, AMA members will have an opportunity to review and update their personal information upon annual renewal of their member registration.</p> <p>The program manager responsible for the personal information will conduct periodic assessments to determine the accuracy of the information.</p>
<p>Policy 6.2</p> <p>The AMA uses educational programs, data entry standards and other quality assurance mechanisms to control the quality of personal information collected for accuracy, completeness and currency of the information.</p>	<p>Procedure 6.2</p> <p>Each program manager will implement the following:</p> <ul style="list-style-type: none"> <li>A. Data entry standards to ensure the quality of the information;</li> <li>B. Staff training to ensure quality data collection; and</li> <li>C. Periodic audits to check the accuracy, completeness and currency of the information.</li> </ul>
<p>Policy 6.3</p> <p>The AMA updates personal information when necessary to fulfill the purpose for which the information was collected.</p>	<p>Procedure 6.3</p> <p>The program manager has a mechanism in place to update personal information on a timely basis.</p>

PRINCIPLE 7 : SAFEGUARDS FOR PERSONAL INFORMATION

The AMA ensures personal information is protected by security safeguards appropriate to the sensitivity of the information.

POLICIES	PROCEDURES
<p>Policy 7.1</p> <p>The AMA has security safeguards in place to protect personal information against loss or theft, and unauthorized access, disclosure, use or modification.</p>	<p>Procedure 7.1</p> <p>Each program manager will ensure that personal information is kept secure to limit access to personal information.</p> <p>As mentioned under Policy 5.3, staff access and use of personal information is on a "need-to-know" basis, i.e. information required to perform their job.</p> <p>The management staff at AMA will make staff aware of the importance of maintaining the confidentiality of personal information, by reviewing these policies and procedures with each staff member.</p>
<p>Policy 7.2</p> <p>The AMA has a higher level of protection safeguards for more sensitive personal information</p>	<p>Procedure 7.2</p> <p>The management staff at AMA will assess the sensitivity of personal information and put into place the necessary safeguards to protect the information, e.g. third party monitoring, alarm systems, password codes, locked cabinets and rooms with limited access, etc.</p>
<p>Policy 7.3</p> <p>The AMA uses care in the disposal or destruction of personal information in order to prevent access to the information by unauthorized parties.</p>	<p>Procedure 7.3</p> <p>The management staff at AMA will ensure that the procedures to dispose of personal information are followed, e.g. shredding of the information and then disposal, destruction of electronic files before disposing of the equipment, etc.</p>

PRINCIPLE 8: OPENNESS ABOUT THE MANAGEMENT OF PERSONAL INFORMATION

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The AMA makes information available about its policies and practices relating to the management of personal information.

POLICIES	PROCEDURES
<p>Policy 8.1</p> <p>The AMA has open and transparent information management practices that ensure accountability for personal information.</p>	<p>Procedure 8.1</p> <p>The AMA will provide individuals with information on the organization's privacy policies, procedures and practices, when requested.</p>
<p>Policy 8.2</p> <p>The AMA makes information available about the privacy policies and practices.</p>	<p>Procedure 8.2</p> <p>Individuals wishing to review the policies and procedures will be directed to the office of the Assistant Executive Director, Corporate Affairs. This request for information about the privacy policies and practices of the AMA will be furnished in a timely manner to the individual requesting the information.</p> <p>The AMA privacy policies and procedures will be available on the AMA website.</p>
<p>Policy 8.3</p> <p>The AMA makes available the information about the person responsible for the AMA privacy policies and procedures.</p>	<p>Procedure 8.3</p> <p>The name of the Chief Executive Officer and the Assistant Executive Director, Corporate Affairs of AMA will be made available to anyone inquiring about the individuals accountable for personal information management practices within the AMA.</p>

PRINCIPLE 9: INDIVIDUAL ACCESS TO PERSONAL INFORMATION

Upon request, the AMA informs an individual of the existence, use and disclosure of his or her personal information and the individual has access to that information. An individual has the ability to challenge the accuracy and completeness of the information and have it amended as appropriate.

POLICIES	PROCEDURES
<p>Policy 9.1</p> <p>The AMA informs an individual of the existence, use and disclosure of his or her personal information upon request, and provides access at no cost to the individual.</p>	<p>Procedure 9.1</p> <p>Upon written request, the AMA program manager will inform an individual of the personal information that the organization keeps and will provide the individual with access to the information. The AMA program manager will respond within fifteen (15) business days from the date the request was received.</p> <p>The AMA program manager will provide a convenient and quiet location where the individual can review the information at no cost to the individual.</p> <p>Upon request, the AMA program manager will inform the individual how their personal information is being used and to whom it has been disclosed.</p>
<p>Policy 9.2</p> <p>The AMA provides the opportunity for an individual to correct inaccurate or incomplete information.</p>	<p>Procedure 9.2</p> <p>The AMA program manager will receive information from the individual in order to correct inaccurate or incomplete information. The changes provided by the individual can be submitted in writing, by email, by fax or by telephone.</p> <p>The AMA program manager will validate and amend the personal information within fifteen (15) business days from the date of receipt of the information.</p>
<p>Policy 9.3</p> <p>Where the AMA is unable to provide full access to an individual's request for information, the reasons for limiting access are stated in a specific, reasonable and justifiable manner.</p>	<p>Procedure 9.3</p> <p>The AMA program manager will provide in writing to an individual the reason(s) for not providing full disclosure of the requested information. The draft response will be reviewed by the Assistant Executive Director, Corporate Affairs before it is finalized and sent to the individual.</p> <p>The AMA program manager will provide the reason(s) in writing within fifteen (15) business days from the date the request was received.</p>



PRINCIPLE 10: CHALLENGING COMPLIANCE

An individual has the ability to challenge the AMA's compliance with these principles, by contacting the designated individual or individuals accountable for the organization's compliance.

POLICIES	PROCEDURES
<p>Policy 10.1</p> <p>The AMA provides a process for an individual to challenge the organization's compliance with the stated privacy principles, policies and practices.</p>	<p>Procedure 10.1</p> <p>Any individual who wishes to challenge the AMA's compliance with the stated privacy principles, policies and practices will direct their inquiry in writing to the Chief Executive Officer of the AMA.</p> <p>AMA staff members will inform the individual to direct their inquiry in writing to the Chief Executive Officer of the AMA.</p>
<p>Policy 10.2</p> <p>The AMA will investigate all <u>personal privacy complaints, breaches or suspected privacy breaches.</u></p>	<p>Procedure 10.2</p> <p><u>AMA staff and contractors are responsible for immediately notifying the Assistant Executive Director, Corporate Affairs or the Privacy and Records Officer of any personal privacy complaints, breaches or suspected breaches and for assisting in its immediate containment. The Chief Executive Officer (or his designate) will conduct an investigation into the complaint.</u></p> <p><u>The Assistant Executive Director, Corporate Affairs will immediately notify the applicable provincial or federal privacy office and the AMA Chief Executive Officer of any breach or complaint; and if reasonable, the person whose personal information was breached and law enforcement, if applicable.</u></p> <p><u>The Privacy and Records Officer will conduct an investigation into all breaches and complaints. Complaints will be investigated using the applicable provincial or federal privacy complaint form. Complaints will be investigated using the AMA's privacy complaint form.</u></p> <p><u>The results of the investigation will be made available to the individual within 30 days from the date of receipt of the written complaint. The Assistant Executive Director, Corporate Affairs will submit privacy breach investigation results and recommendations to the applicable privacy office: the AMA Chief Executive Officer; and the person whose personal privacy was breached. Complaint investigation results and applicable recommendations will be made available to the individual within 30 days from the date of receipt of the written complaint.</u></p> <p>The AMA will take appropriate action to rectify the situation if the complaint is justified, and the privacy policies and</p>

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POLICIES	PROCEDURES
	procedures will be amended if required.

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## DEFINITIONS

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**Access:** The entitlement of an individual to examine or obtain his or her own personal information held by an organization.

**Accountability:** An organization is responsible for personal information under its control and designates individual(s) who are accountable for the organization's compliance with its privacy policies, procedures and practices.

**Accuracy:** Personal information kept by the organization will be accurate, complete and up-to-date.

**Challenging Compliance:** An individual has the ability to challenge an organization's compliance with its privacy principles, policies, procedures and practices, and the complaint is directed to the designated individual(s) accountable for the organization's compliance with its privacy policies, procedures and practices.

**Consent:** An organization will ensure that there is voluntary agreement by an individual, or his or her legally authorized representative, to allow the collection, use or disclosure of the individual's personal information. The consent may be either express or implied, and should include an explanation as to the implications of withdrawing consent. *Express consent* is given explicitly and unambiguously, either verbally or in writing. *Implied consent* is given when the action/inaction of an individual reasonably infers consent.

**Disclosure:** Disclosure occurs when personal information is made available to a person who is not employed by or in the service of the party holding the information.

**Identify the Purpose:** Purposes, which includes why the information is being collected and how it is being used is identified by the organization at or preferably before the time of collection. The reason for collection is documented.

**Personal Information:** Personal information is any factual or subjective information, recorded or not, regarding an identifiable individual. Examples include name, age, identification number, income, ethnic origin, income, blood type, opinions, evaluations, comments, social status, disciplinary actions, employee files, credit or loan records, medical records, or the existence of a dispute between parties.

**Privacy:** Privacy is the fundamental right of an individual to have their personal information protected.

**Retention Schedule:** A retention schedule identifies the period of time personal information is held. Personal information should not be held for longer than is necessary to fulfill the purposes for which it was collected.

**Safeguards:** Safeguards are the actions taken to protect personal information. The level of the action is appropriate to the level of sensitivity of the information.

**Security:** Personal information is protected from unauthorized or unintentional loss, theft, access, use, modification, or disclosure.

**Use:** Use refers to the treatment and handling of personal information within an organization.

# AMA Privacy and Security Best Practice # 8

## Responding to Privacy Breaches

May 4, 2011

### Background

Privacy breaches due to unauthorized access, use, collection or disclosure of AMA member or employee personal information may take place. Privacy breaches may also take place if personal information is lost or stolen. Privacy breaches or suspected privacy breaches should be handled as follows:

### Best practice

- AMA Staff and contractors are responsible for immediately containing the breach to prevent any further breaches from occurring.
- Following containment of the breach, AMA Staff and contractors are responsible for immediately notifying the Assistant Executive Director, Corporate Affairs or the Privacy and Records Officer of any personal privacy complaints, breaches or suspected breaches.
- The Assistant Executive Director, Corporate Affairs will immediately notify the applicable provincial or federal privacy office and the AMA Chief Executive Officer of any breach or complaint; and if reasonable, the person whose personal information was breached and law enforcement, if applicable.
- The Privacy and Records Officer will conduct an investigation into all breaches and complaints. Complaints will be investigated using the applicable provincial or federal privacy complaint form.
- The Assistant Executive Director, Corporate Affairs will submit privacy breach investigation results and recommendations to the applicable privacy office; the AMA Chief Executive Officer; and the person whose personal privacy was breached. Complaint investigation results and applicable recommendations will be made available to the individual within 30 days from the date of receipt of the written complaint.
- The AMA will take appropriate action to rectify the situation if the complaint is justified, and the privacy policies and procedures will be amended if required.

### Staff contacts:

Mavis Stoyko, Privacy & Records Officer  
Vic Taylor, AED – CA (Chief Privacy Officer)



## Request to Access Information

**Personal information you provide below will only be used to complete your access to information request. This form must be completed before information will be released.**

Title (optional)	Last Name	Middle Initials	First Name	
AMA Member Number		Email Address		
Name of Company or Organization ( <i>if applicable</i> )				
Mailing Address	Street/Avenue	City	Province	Postal Code
Daytime Telephone Number (    )	Evening Telephone Number (    )		Fax Number (    )	

**A. What information are you requesting?**

- Your own personal information
- General information about the Alberta Medical Association for historical or research purposes

**B. Do you wish:**  a copy of the record? *OR*  to examine the record?

**C. Please specify the records you want to access.** Provide us with as much detail as possible.

- i. Note if you want access to your own personal information and have recently moved or changed your name. You must provide proof of your identity before you will receive records containing your personal information.
- ii. If you want to access another individual's information, you *must* attach proof that you may legally act for that individual (e.g., power of attorney, guardianship or trusteeship).
- iii. Note if you want to access information related to a specific department, program, member benefit or for research reasons.



**D. Specify the time period of the records.**

E.g., To access records from May 15, 2006 - December 31, 2009, enter those dates. To access records from September 2000 to present, enter "September 2000 to present."

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E. Please sign and date this form and send it to the Privacy and Records Officer, Alberta Medical Association, 12230 106 Avenue NW, Edmonton Alberta T5N 3Z1.

<b>Signature</b>	<b>Date</b>
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**For Office Use Only**

<b>Date Received</b>	<b>Comments</b>



## Request to Correct Personal Information

**Personal information you provide below will only be used to complete your request to correct your personal information. This form must be completed and the supporting documentation provided before personal information will be corrected.**

Title (optional)	Last Name	Middle Initials	First Name
AMA Member Number		E-mail Address	
Mailing Address	Street/Avenue	City	Province      Postal Code
Daytime Telephone Number (      )	Evening Telephone Number (      )	Fax Number (      )	

**A. Whose information do you wish to correct?**

- Your own personal information
- Another person's information *(Please attach proof you may legally act for that individual)*

**B. Please specify the personal information that needs to be corrected.** Provide us with as much detail as possible.

- i. Note if you want to correct your own personal information and have recently moved or changed your name. You must provide proof of your identity before records containing your personal information are corrected.
- ii. If you want to correct another individual's information, ensure you give the full name that is in their records. You *must* attach proof that you may legally act for that individual (e.g., power of attorney, guardianship or trusteeship).



**C. Specify the correction(s) you wish to make and why.** Please attach any documents that support your request.


**D.** Please sign and date this form and send it to the Privacy and Records Officer, Alberta Medical Association, 12230 106 Avenue NW, Edmonton Alberta T5N 3Z1.

Signature	Date
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**For Office Use Only**

Date Received	Comments





**General Practice Type 2 - Person Data Segment/Text/Out-of Province claim sheet**

Dr: \_\_\_\_\_ Practitioner ID: \_\_\_\_\_

PHN or Out of Province Number	Province	Sex	Service Date DD/MM/YY	ENC #	Calls	HSC	Diag Code	Referring Practitioner Name or #	Facility #	Func Centre	Modifier and/or Surcharge	03.01AA	CMGP 15	CMGP 25	CMGP 35	CMGP 45	CMGP 55	CMGP 65	COMX	Telephone Advice Code	Admit date DD/MM/YY or Location Code	

Surname: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Text \_\_\_\_\_  
 First: \_\_\_\_\_  
 Address: \_\_\_\_\_

PHN or Out of Province Number	Province	Sex	Service Date DD/MM/YY	ENC #	Calls	HSC	Diag Code	Referring Practitioner Name or #	Facility #	Func Centre	Modifier and/or Surcharge	03.01AA	CMGP 15	CMGP 25	CMGP 35	CMGP 45	CMGP 55	CMGP 65	COMX	Telephone Advice Code	Admit date DD/MM/YY or Location Code	

Surname: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Text \_\_\_\_\_  
 First: \_\_\_\_\_  
 Address: \_\_\_\_\_

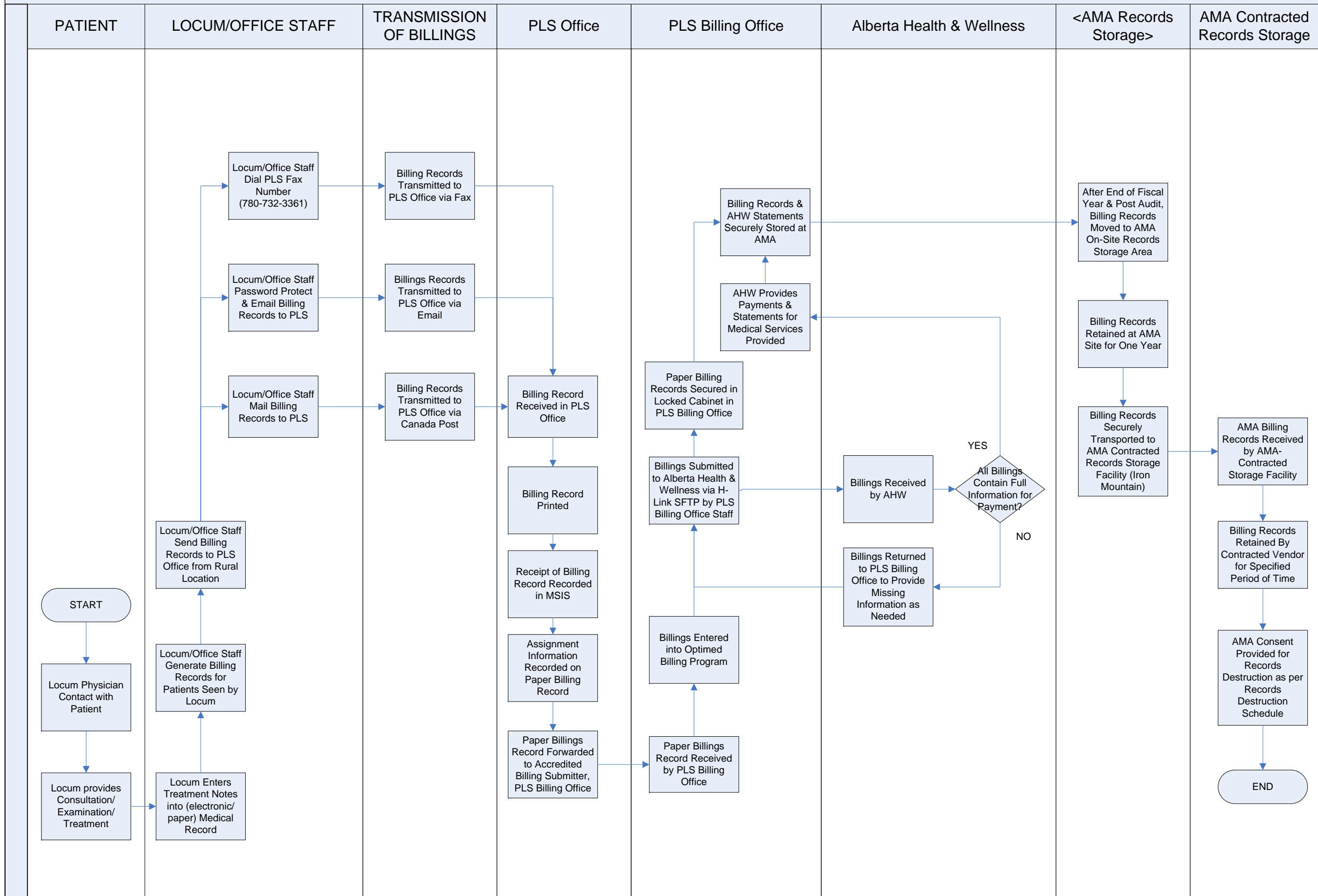
PHN or Out of Province Number	Province	Sex	Service Date DD/MM/YY	ENC #	Calls	HSC	Diag Code	Referring Practitioner Name or #	Facility #	Func Centre	Modifier and/or Surcharge	03.01AA	CMGP 15	CMGP 25	CMGP 35	CMGP 45	CMGP 55	CMGP 65	COMX	Telephone Advice Code	Admit date DD/MM/YY or Location Code	

Surname: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Text \_\_\_\_\_  
 First: \_\_\_\_\_  
 Address: \_\_\_\_\_

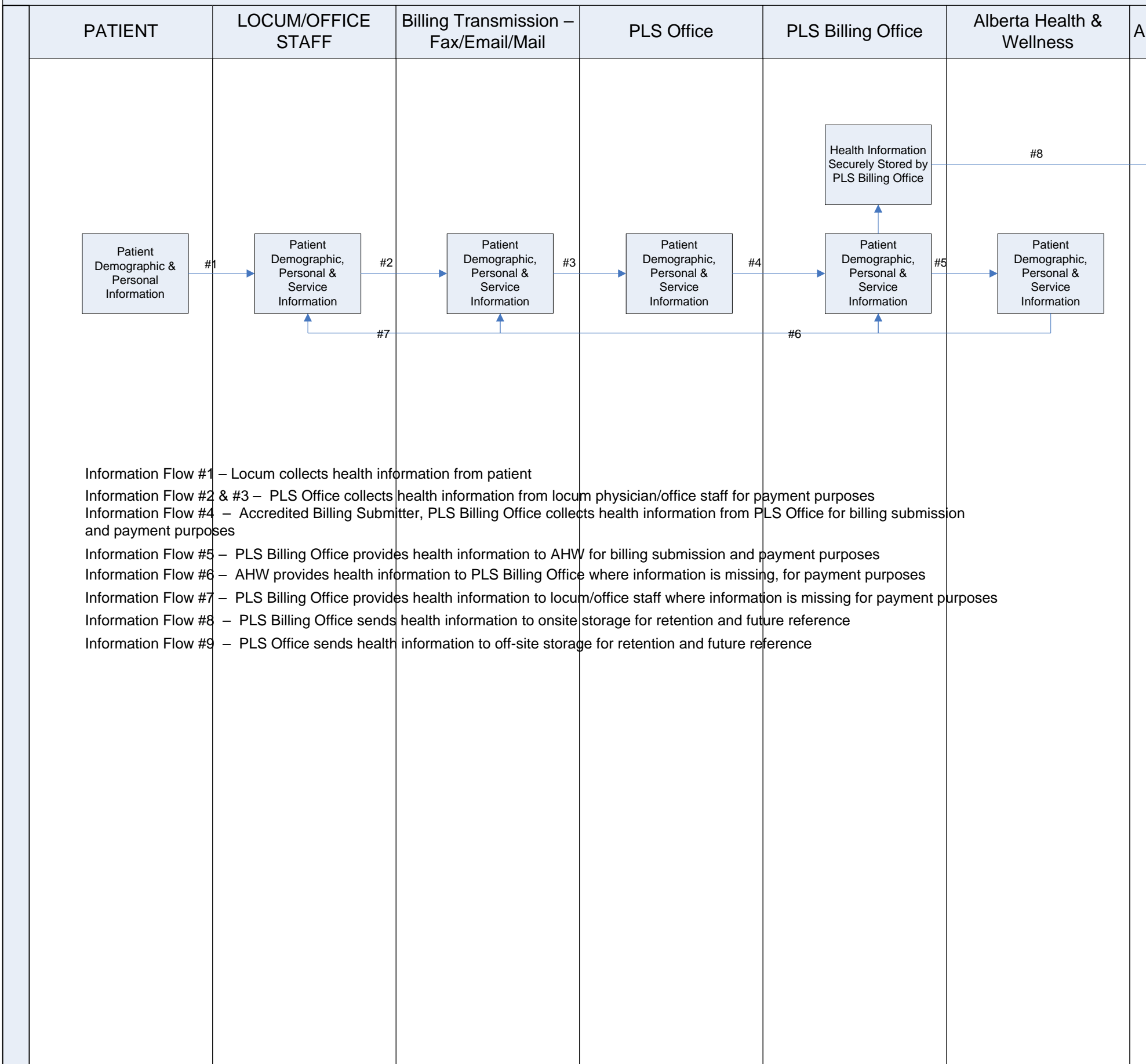
PHN or Out of Province Number	Province	Sex	Service Date DD/MM/YY	ENC #	Calls	HSC	Diag Code	Referring Practitioner Name or #	Facility #	Func Centre	Modifier and/or Surcharge	03.01AA	CMGP 15	CMGP 25	CMGP 35	CMGP 45	CMGP 55	CMGP 65	COMX	Telephone Advice Code	Admit date DD/MM/YY or Location Code	

Surname: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Text \_\_\_\_\_  
 First: \_\_\_\_\_  
 Address: \_\_\_\_\_

Sample Information Flow – Diagram #1 (Attachment #6a)



Sample Information Flow – Diagram #2 (Attachment #6b)



**Locum Physician Agreement**  
**AMA Physician Locum Services -Rural Locum Program**

BETWEEN:

ALBERTA MEDICAL ASSOCIATION (CMA ALBERTA DIVISION),  
a corporation incorporated under the Societies Act of  
Alberta and having a head office at 12230 - 106 Avenue,  
Edmonton, Alberta, T5N 3Z1  
(the "AMA")

- and -

**DR.**  
a Physician recognized by the College of  
Physician and Surgeons of Alberta  
(the "Locum Physician")

WHEREAS:

- A The AMA and Her Majesty the Queen in the Right of Alberta as represented by the Minister of Health and Wellness (the "Minister") have entered into an agreement to establish a Physician Locum Service to provide temporary substitute physician services or weekend replacement to medical practices in eligible communities within rural Alberta (the "Program");
- B The Program shall be administered by AMA through its director (the "Director"); and
- C. The Locum Physician is desirous of being retained as a locum physician under the Program in accordance with the terms set out below.
- D. NOW THEREFORE IN CONSIDERATION of the premises and subject to the terms, covenants and agreements contained herein, the parties hereto covenant and agree with each other as follows:

## Article I - Definitions

- 1.01 "AMA" means the Alberta Medical Association (CMA Alberta Branch);
- 1.02 "College" means the College of Physician and Surgeons of Alberta;
- 1.03 "Community Contact Physician" means a physician designated locally as the community contact, whom the Locum Physician contacts to discuss arrangements for weekend assignments.;
- 1.04 "Resident Physician" means a physician who is entitled to receive payments from the Alberta Health Care Insurance Plan, and/or resides in an Eligible Community in Alberta and is authorized as a Resident Physician from time to time by the AMA;
- 1.05 "Coverage" means the total days of medical services provided by the Locum Physician.
- 1.06 "Eligible Community" means a community within a Regional Health Authority in the Province of Alberta with fewer than five physicians who are able to provide continuous medical coverage and which is authorized as an Eligible Community from time to time by the AMA. Subject to the availability of Program Funds and Locum Physicians, the AMA may expand the definition of "Eligible Community" to include certain communities within the Province of Alberta with five or more physicians. In the context of Weekend Coverage, an Eligible Community is a community designated as such, from time to time, by consensus of an AHS and community physician(s);
- 1.07 "Guidelines" means those Program Guidelines approved from time to time by the AMA;
- 1.08 "On-Call Rate" is a payment made to a Resident Physician or Locum Physician pursuant to the Alberta Rural On-Call Remuneration Program ("the Program") for emergency on-call services provided in an eligible facility (as defined in the Program).
- 1.09 "Overhead Rate" means the daily amount payable to the Resident Physician from the Locum Physician's compensation received from Alberta Health Care Insurance Plan, for providing Physician Services to an Eligible Community. The Overhead Rate is established by the AMA, and is subject to review from time to time. The current established Overhead Rate payable by the Locum Physician to the Resident Physician is \$200.00 per weekday assignment workday;
- 1.10 "Physician Services" means the provision of medical advice, examinations, treatment and medical services generally, in accordance with the guidelines set from time to time by the College of Physicians and Surgeons of Alberta, and for which benefits are payable by the Minister pursuant to the *Alberta Health Care Insurance Act*, RSA 1980 c. A-24 and includes services provided in Alberta during the course of Weekend Coverage or the Boards;
- 1.11 "Resident Physician Overhead Rate" means the daily amount paid to the Resident Physician by AMA Physician Locum Services to recognize costs incurred (e.g. office expenses, billing submission costs) by the Resident Physician during the Locum Physician's period of service provision. Resident Physician Overhead is comprised of payments from the Locum Physician and from the AMA Physician Locum Services' budget. The Resident Physician Overhead Rate is established by AMA and is reviewed from time to time. The current established Resident Physician Overhead Rate is \$325.00 per assignment Workday.
- 1.12 "AHS" means Alberta Health Services;

- 1.13 "Weekend Coverage" means a minimum of two working days or a maximum of three working days or such time as agreed by parties;
- 1.14 "Seniors' Initiative Workday" is defined as the equivalent of the established community standards e.g., 12 hour, 24-hour etc. coverage;
- 1.15 "Workday" is measured during assignments in 24 hours periods from the start date and time of each assignment. Extension of a "Workday" means:
- at least seven hours over the 24 hour period which counts as one day for regular Locum coverage; and
  - at least 10 hours over the 24 hour period for weekend coverage.
  - *for long weekends a minimum of eight hours over the usual weekend time period of Friday 5:00 p.m. until Monday 8:00 a.m. counts as an additional Workday.*
- There are no partial workdays.

## **Article II - Term of Agreement**

- 2.01 The AMA shall retain the services of the Locum Physician to provide Physician Services and the Locum Physician agrees to provide Physician Services upon the terms and conditions contained herein, for an initial term of one year commencing on the date of execution of this Agreement and continuing annually until such time as the Locum Physician or the AMA provide notice of termination in accordance with Article 2.03(d) or this Agreement is otherwise terminated in accordance with Article II.
- 2.02 In the case of Weekend Coverage, the AMA shall retain the services of the Locum Physician(s) to provide Physician Services for Weekend Coverage and the Locum Physician(s) agree(s) to provide Physician Services upon the terms and conditions contained herein until such time as the Locum Physician or the AMA provide notice of termination in accordance with Article 2.03(d) or this Agreement is otherwise terminated in accordance with Article II.
- 2.03 This Agreement shall terminate in the event:
- (a) the Locum Physician dies during the term of this Agreement;
  - (b) the Locum Physician shall fail to fully perform his duties and responsibilities to the full extent required by AMA by reason of illness, injury or incapacity. In such event all compensation and standby allowance herein described shall cease and AMA shall have no further liability or obligation to the Locum Physician;
  - (c) the Program is terminated or the Minister ceases to provide any further funding for the Program;
  - (d) the AMA or the Locum Physician terminate this Agreement by giving the other party a written notice of intention to terminate on a specified date not less than 30 days from the day notice is given and must honor signed letter(s) agreement;
  - (e) the Locum Physician breaches a term of this Agreement as determined in the sole discretion of AMA.
- 2.04 The termination of this Agreement pursuant to Article 2.03 (c) shall be effective on the date the Program is terminated as determined by AMA.

- 2.05 In the event this Agreement is terminated pursuant to the provisions of this Article or otherwise, the Locum Physician acknowledges and agrees that he shall not be entitled to any remuneration, monies, damages or other claims, costs or expenses from or against AMA except as provided for herein and any such termination shall not constitute a wrongful dismissal of the Locum Physician nor allow him to maintain an action against the AMA for wrongful dismissal.

### **Article III - Duties and Responsibilities**

- 3.01 The Locum Physician shall apply for and obtain such appointment and privileges as are necessary to allow him to perform the Physician Service, and to provide the Region and the AMA proof of such appointment and privileges prior to providing Physician Services in an Eligible Community. The AMA shall assist the Locum Physician in securing the necessary appointment and privileges.
- 3.02 In addition to applying for and obtaining appointments and privileges, out-of-Province Locum Physicians shall apply for and obtain from the College of Physicians & Surgeons of Alberta ("College") the necessary licensing to allow them to practice medicine in the Province of Alberta and provide the Region and the AMA with proof of such licensing prior to providing Physician Services in an Eligible Community.
- 3.03 Where licensing has been previously granted to an out-of-Province Locum Physician by the College, the out-of-Province Locum Physician shall secure a renewal or extension of such licensing from the College and provide the Region and the AMA with proof of such renewal or extension prior to providing Physician Services in an Eligible Community.
- 3.04 The Locum Physician shall not be required to perform Physician Services in any Eligible Community for a period of more than eight consecutive weeks in a Program Year.
- 3.05 The Locum Physician shall also perform such duties and be bound by the terms set out in the Guidelines as amended, from time to time, by the AMA.

### **Article IV - Locum Physician's Warranties and Covenants**

- 4.01 The Locum Physician warrants, represents and covenants, during the currency of this Agreement, that:
- (a) he is now and will remain a licensed and registered physician lawfully entitled to practice medicine in the Province of Alberta;
  - (b) except where the Locum Physician is an out-of-Province Locum Physician, he is now and will remain a member in good standing of the Alberta Medical Association;
  - (c) he is now and will remain a member in good standing in the Canadian Medical Protective Association or shall provide proof of equivalent insurance coverage;
  - (d) his entering into this Agreement will not now nor will it in the future breach or offend any agreement, document or law which he may be a party to or bound by;
  - (e) he has or shall obtain within ninety (90) days of execution of this agreement, and shall thereafter retain certification in Advanced Cardiac Life Support and Advanced Trauma Life Support;



- (f) to the best of his knowledge, there is not now, nor has there been, except as disclosed in writing to the AMA:
  - i ) any civil judgments or settlements of civil actions which arose from allegations of professional negligence or misconduct;
  - ii) any conditions imposed on the applicants practice by a hospital, AHS or regulatory body;
  - iii) any decisions by a regulatory body to deny, revoke, suspend or limit a license or certificate to practise;
  - iv) any disciplinary action taken against the applicant by a regulatory body;
  - v) any previous denial, revocation, suspension, or reduction in appointments or privileges other than automatic suspensions arising from the failure to complete medical records.
  
- (g) he has never had medical staff privileges denied, revoked, suspended or limited (other than for non-completion of medical records) by a hospital, AHS, Court or provincial regulatory body.
  
- (h) he will execute and deliver such documents and consents as AMA may request, from time to time, in order for AMA to verify the accuracy of the warranties, representations and covenants made herein.
  
- (i) should a complaint, investigation or disciplinary proceeding relating to his conduct as a physician be made or brought, he consents to the release of all information relative to the complaint, investigation or disciplinary proceeding to the AMA (such release to include, without limiting the generality of the foregoing, the release of any information from the College of Physicians and Surgeons of Alberta), and shall in any event forthwith notify the AMA of any such complaint, investigation or disciplinary proceeding;

#### **Article V – Compensation**

- 5.01 The Locum Physician shall irrevocably authorize and direct Alberta Health Care Insurance Plan to deliver all billing receipts in respect of the provision of Physician Services to Eligible Communities, to and in favor of the AMA.
  
- 5.02 Upon receipt of the billing receipts from Alberta Health Care Insurance Plan, the AMA shall remit the Overhead Rate multiplied by the total number of Workdays during the Coverage period to the Resident Physician and shall remit the balance of the billing receipts together with an amount necessary (if any) such that the Locum Physician receives compensation not less than \$1000.00 per Workday multiplied by the total number of Workdays during the Coverage Period or for each Weekend Coverage period;
  
- 5.03 Compensation may be adjusted by AMA upon 30 days prior written notice to the Locum Physician.
  
- 5.04 Any On-Call payment received by the physician while providing physician services to an Eligible Community shall be deemed to form part of the billing receipts from Alberta Health described in paragraph 5.02 of the Agreement, and shall be taken into account when determining the difference between the net daily billing receipts (after deduction of the Overhead Rate) and the minimum \$1000.00 per Workday multiplied by the total number of Workdays in the Coverage period or for each weekend coverage period.

## **Article VI - Expenses**

- 6.01 AMA agrees to reimburse the Locum Physician for expenses incurred as follows:
- (a) Reasonable travel expenses to and from the Eligible Community;
  - (b) An honoraria equal to:
    - (i) \$500.00 for greater than four hundred kilometers or four hours commercial/car rental travel each way, to and from the Eligible Community;  
or
    - (ii) \$250.00 for equal to or less than four hundred kilometers or four hours commercial/car rental travel each way, to and from the Eligible Community;  
or
    - (iii) as determined in the discretion of AMA
  - (c) Reimbursement of expenses will be paid to the Locum Physician concurrently with payment of billings.

## **Article VII - Billing Procedures**

- 7.01 The Locum Physician shall comply with all requirements of the Alberta Health Care Insurance Plan and all directions, instructions, reporting requirements and billing procedures set out in the Guidelines by AMA.
- 7.02 Out-of-Province Locum Physicians shall ensure that the Alberta Health Care Insurance Plan is properly notified of licensing within the Province of Alberta so as to allow proper billing and reporting.
- 7.03 Locum Physicians, including out-of-Province Locum Physicians shall indemnify the AMA against any losses suffered by the AMA as a consequence of the failure of the Locum Physician to properly submit to and recover billings from the Alberta Health Care Insurance Plan. Until any shortfall incurred by the AMA is recovered from the Locum Physician, the AMA may, at its sole discretion, suspend the operation of this Agreement and the ability of the Locum Physician to provide Physician Services.
- 7.04 Prior to providing Physician Services in Alberta other than Weekend Coverage to an Eligible Community, the Locum Physician and Resident Physician shall enter into a letter agreement approved by the AMA.
- 7.05 Prior to providing Weekend Coverage within an Eligible Community the Locum Physician(s) and AHS shall enter into a letter agreement approved by the AMA under which the Overhead Rate will be zero dollars.

## **Article VIII - Vacation Time**

- 8.01 The Locum Physician shall be entitled to take vacation during the currency of this Agreement provided prior written notice is given to AMA in accordance with the Guidelines.

## **Article IX - Non-Competition**

- 9.01 The Locum Physician covenants and agrees with AMA that he will not be engaged in the operation of a medical practice within the Eligible Community within which he has provided Physician Services for a period of six months following the completion of Physician Services in such Eligible Community without the prior written consent of the Resident Physician in the Eligible Community and AMA.

#### **Article X - Resolution of Disputes**

- 10.01 All matters in dispute under this Agreement shall be submitted to the Rural Locum Program Steering Committee, consisting of a member(s) of AMA, a representative(s) of the Minister of Health and a regional medical director representative whose decision shall be final and binding upon the parties.

#### **Article XI - Indemnity**

- 11.01 The Locum Physician agrees that he shall at all times indemnify and hold the AMA safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses or otherwise which may be brought against the AMA for personal injuries, death or property damage suffered by any person, firm or corporation arising from or in any way connected with the contents of this Agreement or with the Locum Physician or those for whom the Locum Physician is in law responsible.

#### **Article XII - Notice**

- 12.01 Any notice required or permitted to be given by one party to the other shall be sufficiently given if delivered personally or if mailed by registered mail to the other party's last known address. Any notice given by mail shall be deemed to have been given seven days after the time it is posted. If there is an actual or threatened disruption of postal service notice must be personally given.

#### **Article XIII - Miscellaneous**

- 13.01 All references to any party to this Agreement shall be read with such changes in number and gender as the context hereof or reference to the parties shall require.
- 13.02 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- 13.03 This Agreement should be read and construed in conjunction with the Medical Staff Bylaws for the Medical Staff of AHS in which the Eligible Community exists.
- 13.04 This Agreement shall endure to the benefit of and be binding upon the parties and their respective successors, permitted assigns and legal representatives. This Agreement may not be assigned by the Locum Physician without the prior written consent of AMA.

**Article XIV - Independent Contractor**

14.01 Notwithstanding anything in this Agreement to the contrary it is understood and agreed between the parties that the Locum Physician is an independent contractor and not an employee of the AMA or the Resident Physician.

CONTRACT START DATE: \_\_\_\_\_

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

**ALBERTA MEDICAL ASSOCIATION  
(CMA ALBERTA DIVISION)**

Per:

\_\_\_\_\_  
Dr. Lyle B. Mittelsteadt MD,  
Senior Medical Advisor, Professional Affairs

This AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DR.

## AMA Physician Locum Services - Rural Locum Program Guidelines

### A Definitions

- 1.01 "Alberta Health Services (AHS)" means the entity defined by Alberta legislation as responsible to plan and deliver Alberta's publically-funded health services (formerly Alberta's 'Regional Health Authority');
- 1.02 "AMA" means the Alberta Medical Association (CMA Alberta Branch);
- 1.03 "College" means the College of Physician and Surgeons of Alberta;
- 1.04 "Community Contact Physician" means a physician designated locally as the community contact, whom the Locum Physician contacts to discuss arrangements for weekend assignments.;
- 1.05 "Resident Physician" means a physician who is entitled to receive payments from the Alberta Health Care Insurance Plan, and/or resides in an Eligible Community in Alberta and is authorized as a Resident Physician from time to time by the AMA;
- 1.06 "Coverage" means the total days of medical services provided by the Locum Physician.
- 1.07 "Eligible Community" means a community within the Province of Alberta which meets AMA Physician Locum Services eligibility criteria, has a complement of physicians who are able to provide continuous medical coverage and which is authorized as an Eligible Community from time to time by the AMA. Subject to the availability of Program Funds and Locum Physicians, the AMA may expand the definition of "Eligible Community" to include certain communities within the Province of Alberta. In the context of Weekend Coverage, an Eligible Community is a community designated as such, from time to time, and with the agreement of Alberta Health Services staff and/or community physician(s);
- 1.08 "Guidelines" means those Program Guidelines approved from time to time by the AMA;
- 1.09 "On-Call Rate" is a payment made to a Resident Physician or Locum Physician pursuant to the Alberta Rural On-Call Remuneration Program ("the Program") for emergency on-call services provided in an eligible facility (as defined in the Program).
- 1.10 "Overhead Rate" means the daily amount payable to the Resident Physician from the Locum Physician's compensation received from Alberta Health Care Insurance Plan and/or the Alberta Rural On-Call Remuneration Program, for providing Regular Locum Program Physician Services to an Eligible Community. The Overhead Rate is established by the AMA, and is subject to review from time to time. The current established Overhead Rate payable by the Locum Physician to the Resident Physician is \$200.00 per weekday of the assignment;
- 1.11 "Physician Services" means the provision of medical advice, examinations, treatment and medical services generally, in accordance with the guidelines set from time to time by the College of Physicians and Surgeons of Alberta, and for which benefits are payable by the Minister pursuant to the *Alberta Health Care Insurance Act*, RSA 1980 c. A-24 and includes services provided in Alberta during the course of locum service provision;
- 1.12 "Placement Period" means the period of locum Coverage in the Eligible Community as scheduled by AMA Physician Locum Services and as identified in the letter agreement;
- 1.13 "PLS" means AMA Physician Locum Services;
- 1.14 "Resident Physician Overhead Rate" means the daily amount paid to the Resident Physician by AMA Physician Locum Services to recognize costs incurred (e.g. office expenses, billing submission costs) by the Resident Physician during the Locum Physician's period of service provision. Resident Physician Overhead is comprised of payments from the Locum Physician and from the AMA Physician Locum Services' budget. The Resident Physician Overhead Rate is established by AMA and is reviewed from time to time. The current established Resident Physician Overhead Rate is \$325.00 per assignment Workday.
- 1.15 "Weekend Coverage" generally refers to locum Coverage from 1700h Friday to 0800h Monday, but may mean a period of locum Coverage of a minimum of two working days or a maximum of three working days, or such time as agreed by parties;
- 1.16 "Seniors' Initiative Workday" is defined as the equivalent of the established community standards e.g., 12 hour, 24-hour etc. coverage;
- 1.17 "Workday" is measured during assignments in 24 hours periods from the start date and time of each assignment. Extension of a "Workday" means:

at least seven hours over the 24 hour period which counts as one day for regular Locum coverage. There are no partial workdays.

- 1.18 “Zone” means a defined sub-area of the total geographic area under Alberta Health Services governance, with a Zone Medical Director and supporting resources.

## **B** Billing Procedures

- 2.01 It is the responsibility of the Locum Physician to be familiar with the Schedule of Medical Benefits set out in the regulations to the Alberta Health Care Insurance Act (AHCIP) and to accurately code Physician Services. Paper-based and electronic billing sheets are provided by AMA Physician Locum Services to Locum Physicians for recording billings.
- 2.02 **Regular Locum Program Assignments** – The staff of the Resident Physician will complete all claims including day sheets (Type 1 and Type 2) and will submit to AMA in respect of Physician Services provided by the Locum physician.  
**Weekend Locum and Seniors’ Weekend Locum Initiative Assignments** – It is the responsibility of the Locum Physician to complete all claims including day sheets (Type 1 and Type 2) and submit to the AMA in respect of Physician Services provided by the Locum Physician. All claims will be submitted using the paper-based or electronic PLS billing sheet format. To ensure privacy of information, claims should be sent to the AMA by FAX, mail or secure courier. Claims may be submitted via email, but must be password protected
- 2.03 **Regular Locum Program Assignments** – The AMA Billing Service staff will be responsible for resubmission of any claim which Alberta Health and Wellness deems unsatisfactory.  
**CHECK WITH BILLING SERVICE Weekend and Seniors’ Initiative Assignments** – The AMA Billing Service will be responsible to resubmit any claims which Alberta Health and Wellness deems unsatisfactory.
- 2.04 The locum physician shall ensure billing information (submissions and resubmissions), reflecting patient services provided during the assignment period, is forwarded to AMA Physician Locum Services to allow timely submission of locum physician’s billings, in accordance with Alberta Health and Wellness rules and timelines. Ongoing provision of PLS locum service and/or payments for locum Coverage may be suspended where a Locum Physician is delinquent in submitting billings
- 2.05 The AMA Billing Service will process the fee-for-service billings on behalf of AMA Physician Locum Services, and Alberta Health Care Insurance Fund will make payments for such services to the AMA directly. Payments will be made to the Locum Physician for patient services weekly. Locum physicians are responsible for their own submission of all non-AHCIP claims (WCB, private medical, etc). The AMA Billing Service does not submit non-AHCIP billings.
- 2.06 Upon completion of the Placement Period and reconciliation of billings, the Locum Physician will be permitted access to review Alberta Health Care Insurance Data received in respect of the Placement Period by the AMA in accordance with the AHCIP Act.

## **C** Compensation

- 3.01 For Regular Locum Program assignments, the total overhead payable by the Locum Physician is calculated by multiplying the Overhead Rate by the total number of weekday Workdays during the assignment. The Resident Physician Overhead payment is made by AMA Physician Locum Services directly to the Resident Physician.
- For the Weekend Locum and Seniors’ Weekend Locum Initiative Assignments, there is no overhead paid for services provided.
- 3.02 Compensation to the Locum Physician for travel, travel honoraria and subsidy will be paid following receipt of the completed post assignment evaluation form for each assignment. All payments related to the assignment will be held until receipt of the evaluation form.
- 3.03 Any overpayments made to a party under the Program shall be delivered to the AMA forthwith upon the AMA's demand. The AMA will be entitled to deduct any such overpayment from amounts otherwise payable to the indebted party by the AMA.
- 3.04 Any On-Call payments payable to the Locum Physician for providing physician services to an Eligible Community shall be deemed to form part of the billing receipts from Alberta Health and Wellness described in

paragraph 5.02 of the Agreement, and shall be taken into account when determining the difference between the net daily billing receipts (after deduction of the Overhead Rate) and the minimum \$1,000.00 per workday, multiplied by the number of workdays in the placement period or for each weekend coverage period.

**D**     **Travel Expenses**

- 4.01 Reimbursement will be calculated according to the least expensive mode of travel. Air travel/car rental will be arranged, if deemed necessary, in advance by the AMA. A full-size vehicle rental will be provided for locum travel during the Placement Period when a private vehicle is not available for use. A four-wheel drive vehicle will be provided for the locum physician when road conditions or current/forecast weather conditions warrant. If the AMA arranges travel by air/car rental/bus, the AMA will reimburse the locum for travel expenses of parking and/or gas when receipts are provided.
- 4.02 Use of a private automobile will be reimbursed for travel to and from the Eligible Community and the Locum Physician's community of primary residence at the rate of 48 cents per kilometer once per assignment. Equivalent economy airfare will be provided in lieu of mileage reimbursement for private vehicle use for travel to/from points outside Alberta, unless private vehicle reimbursement is approved by AMA prior to assignment travel. The shortest distance by road between two points as shown on maps prepared by Alberta Protection Lands and Forest Services, as calculated by the AMA, shall be deemed to be conclusive.
- 4.03 There will be no reimbursement for personal in-transit meals unless approved in advance by AMA. Only meals during in-transit periods exceeding four hours will be considered for reimbursement. Hotel/motel accommodation charges incurred during travel will be reimbursed if approved in advance by the AMA.

**E**     **Alberta Medical Practice Permit**

- 5.01 The Locum Physician will be responsible to make initial application to the College of Physicians and Surgeons of Alberta (CPSA), and to ensure their Alberta Medical Practice Permit is valid for the duration of any and all locum Coverage Placement Periods. The Locum Physician is responsible for costs associated with their Practice Permit. The Locum Physician is responsible to ensure that all locum assignments adhere to and are in accordance with, any Practice conditions specified by the CPSA.

**E**     **Hospital Privileges**

- 5.01 The application process for hospital privileges will be facilitated for the Locum Physician and coordinated and monitored by PLS. PLS will assist the Locum Physician's application for appointment to the Alberta Health Services Medical Staff, and will submit the documentation required to request privileges for locum assignments, in accordance with the process established by Alberta Health Services.

**F**     **Evaluation**

- 6.01 Post Assignment Evaluation Forms must be completed and forwarded to the AMA by the Locum Physician within seven days of conclusion of a Placement Period. Payments for the assignment will not be processed until receipt of the locum evaluation form.

**G**     **Orientation**

- 7.01 An orientation package will be provided to the Locum Physician when he/she contracts with the Rural Locum Program. The following will be included in the orientation package: Letter Agreement samples, travel information, billing information (billing day sheets and Excel spreadsheet), evaluation form and on-call log samples, community contact information.

It is the Locum Physician's responsibility to prearrange orientation and transfer of care in assigned communities when discussing the assignment with the resident physician for Regular assignments and the Community Contact Physician for Weekend and Seniors' Initiative assignments.

**H**     **Accommodation**

- 8.01 For Regular Locum Program assignments, it is the responsibility of Resident Rural Physician to arrange and provide accommodation for the Locum Physician at the expense of the Resident Rural Physician. Out-of-hospital accommodation is expected for all Regular Locum Program assignments. Generally Alberta Health Services will be a resource for physicians making these arrangements.  
For Weekend Locum and Seniors' Weekend Locum Initiative assignments, it is the responsibility of Alberta Health Services to arrange and provide Locum Physician accommodation at the expense of Alberta Health Services.
- 8.02 Generally, accommodation will be provided in a hotel or bed and breakfast in reasonable proximity to the local health facility. Accommodation should include a reasonable standard of privacy with washroom, telephone, television, internet and cooking facilities. Accommodation will be clean, and will allow Locum Physicians to

rest/sleep when not providing patient services.

For Regular Locum Program assignments that provide locum coverage due to a physician-crisis shortage within the community, the accommodation should be provided at the expense of, and with prior approval of, Alberta Health Services.

- 8.03 If cooking facilities are unavailable in the Locum Physician's arranged accommodation, then hospital meals should be provided for the Locum Physician at the expense of the Resident Physician for Regular Program assignments and at the expense of Alberta Health Services for Weekend and Seniors' Initiative assignments.

#### **I On-Call Frequency**

- 9.01 The Locum Physician is expected to assume the on-call coverage of the Resident Rural Physician for Regular Program assignments. On Call coverage during the Placement Period should be discussed with the Resident Physician and be clearly documented on the letter agreement.

The Locum Physician is expected to be on-call for the duration of the Weekend and Seniors' Initiative assignment, unless explicit explanation is included in the Letter Agreement for each Weekend and Seniors' Initiative assignment.

#### **J Booking Assignments**

- 10.01 Requests for Regular Program assignments should be made by the Resident Physician or designate (e.g. clinic manager) to the Rural Locum Program Coordinator or the Director. Requests may be made up to six months in advance. Scheduling of assignments is based on Locum Physician availability. Access of the Rural Locum Program is described:

- Each rural physician is entitled to 4 weeks per program year and access entitlement is not cumulative. The program year is the fiscal period between April 1 and March 31
- To obtain more than 4 weeks a community colleague(s) must release his/her week(s); and no one physician may receive more than six weeks of locum coverage per program year
- The maximum for all physicians in a community during July and August is six weeks
- If the Locum Physician is expected to replace two physicians in the community this must be discussed with the Locum Physician and included in the Letter Agreement
- Requests for June, July, August and September deadline April 15
  - requests for October, November, December and January deadline August 15
  - requests for February, March, April and May deadline December 15
- The ability to place Locum Physicians in Eligible Communities shall be subject to availability. Within Alberta, rural physicians participating in 24 hour emergency call will have priority of access of the RLP.

- 10.02 Requests for Weekend and Seniors' initiative Assignments should be made by the Community Physician Contact/Zone Medical Director/Chief of Staff in writing to the Rural Locum Program Coordinator or the Director;

- 10.03 Access to PLS service will be determined by:

- Community eligibility to receive service, based on the number of physicians practicing in the community, or
  - Within Eligible and non-eligible communities, the severity of the existing physician resource deficit (with reference to physician numbers and duration of deficit). Communities experiencing greater depletion to the normal physician complement and/or more extended length of crisis relative to other communities will warrant higher priority;
  - The comprehensiveness of physician services offered by Resident Physician(s) to the local community, including:
    - Emergency room shift rotation;
    - Emergency on-call coverage (as part of a remunerated on-call program: Rural Emergency On-Call, Rural GPs with Special Skills, etc.)
    - Hospital privileges, including:
      - Inpatient admissions
      - Inpatient rounds
    - Physician service to other health services (long term care/lodge, home care, etc.)
- Resident Physicians providing emergency on-call coverage will have highest priority of access to RLP services. Resident Physicians providing service to hospital inpatients will have priority of access to RLP services relative to physicians providing office coverage alone;
- The total amount of service accessed by the community in the past 12 months relative to other communities;
  - Physician service volumes within the community; and
  - Locum Physician availability and preferences.



Priority for Weekend Locum Coverage scheduling is based on Locum Physician availability and will be given to communities with fewer than four physicians, or as determined by the Steering Committee.

- 10.04 Locum relief provided through PLS is intended to support practice absences which provide respite for the rural physicians, afford an opportunity to attend continuing medical education events, take a holiday or enjoy similar opportunities which provide a break from practice. PLS locum Coverage will not be provided to a practicing rural physician who will be providing itinerant or locum service during absence from their regular practice.

Rural physicians from a community receiving PLS locum service are permitted to work as Locum Physicians with PLS, but are not eligible to receive PLS locum coverage while providing locum service in another community.

- 10.05 Assignments are confirmed only when the Letter Agreement of the Locum Physician and Resident Physician/Zone Medical Director/Chief of Staff has been signed by all parties. It is the responsibility of all parties to forward Letter Agreements expediently so that assignments are confirmed and hospital privileges arranged. Locum Physicians are strongly encouraged to contact the Resident or Community Contact Physician at their earliest convenience, as part of the pre-assignment documentation completion process. Locum physicians are provided with the Rural/Community Contact Physician's contact information, and are responsible to initiate contact. The Locum Physician will record assignment details on the letter agreement document.

- 10.06 When assignment cancellations are made by the Locum Physician prior to the assignment start date, Physician Locum Services will notify the Zone and/or the Resident Physician/Community Contact Physician at the earliest possible opportunity. The cancelled assignment should be considered unfilled while AMA Physician Locum Services attempts to find a replacement Locum Physician for the cancelled assignment. Local arrangements should be made to ensure medical service provision occurs during the cancelled assignment period, in the event a replacement Locum Physician is not found.

- 10.07 When assignment cancellations are made by a Resident Physician, Physician Locum Services will be notified at the earliest possible time. Physician Locum Services will notify the Locum Physician at the first opportunity and will attempt to re-book the Locum Physician in accordance with outstanding assignment requests and Locum Physician preferences.

When a pattern of short-notice cancellations by a Resident or Locum Physician is perceived, Physician Locum Services may address the issue through a series of progressive steps:

- Initial education regarding costs and difficulties created by short-notice cancellations;
- A subsequent short-notice cancellation will receive reinforcement of the messages regarding costs and difficulties, plus a warning that future short-notice cancellations may result in a suspension of locum booking privileges;
- Additional short-notice cancellation(s) will, at the discretion of the Director, and in consultation with the Physician Locum Services Steering Committee Chair, result in a suspension of future locum coverage for the Resident or Locum Physician.

#### **K Privacy of Information**

- 11.0 The Alberta Medical Association Privacy Commitment Statement is attached to these guidelines.

**Reviewed by Physician Locum Services Steering Committee - January 11, 2008**



# AMA CONTRACTOR CODE OF CONDUCT AND ETHICS POLICY

## **1. Preamble**

The Contractor Code of Conduct is meant to provide general guidance on the standards of conduct. It addresses many of the main areas of concern but is not designed to be comprehensive in nature.

In situations of uncertainty or confusion regarding this Code of Conduct or its application, Contractors are encouraged to speak with their supervisor or another appropriate individual at the AMA. When in doubt, a good rule of thumb for deciding whether you are doing the right thing is to ask the question: "If there were full public disclosure of the facts, would it embarrass me, the AMA, my fellow employees or members of my family?"

## **2. Compliance with the Law**

Contractors shall comply with all applicable provisions of laws and regulations. No Contractor shall commit or condone an illegal act or instruct another individual to do so. Contractors must not engage in or give the appearance of being engaged in any improper conduct that is in violation of this code.

## **3. Conflict of Interest**

Contractors shall avoid any situation in which there is a real or potential for conflict of interest that could interfere or be perceived to interfere with the Contractor or contractor's judgment in pursuing the best interests of the AMA. Contractors shall disclose to their immediate supervisor or their AMA contact representative all circumstances that constitute a real or perceived conflict of interest and remove themselves from the situation (see AMA Contractor Guide - Conflict of Interest, for more information).

## **4. Confidential Information**

Contractors shall at all times maintain the confidentiality of all confidential information of the AMA and must not make use of or reveal such information or records except in the course of performance of their duties or unless the information is released by the AMA for public knowledge. This obligation extends beyond the term of the Contractor as outlined in their contract with the AMA (see AMA Staff Guide - Confidentiality of Information, for more information).

## **5. External Employment / Contracts**

Contractors may hold external jobs or engagements as the case may be using their own time and resources and in a manner that does not adversely impact upon their performance or responsibilities with the AMA.

## **AMA CONTRACTOR CODE OF CONDUCT**

### **6. Gifts and Entertainment**

Contractors shall not accept entertainment, gifts or benefits which grant or appear to grant preferential treatment to any individual or constituency. Contractors shall not accept gifts or tokens of appreciation that are valued at or above \$100 from any organization that does or may reasonably seek to do business with the AMA. Similarly, Contractors shall not offer entertainment, gifts, or benefits to such organizations in order to secure preferential treatment. Gifts, entertainment and benefits may otherwise only be accepted or offered in the normal exchanges common to business relationships.

### **7. Use of AMA Property**

Contractors are entrusted with the care and proper use of AMA assets and should not make significant use of these resources for their own personal benefit or purposes (see AMA Staff Guide – Use of Computers and Telecommunications Systems, for more information).

### **8. Discrimination and Harassment**

Contractors shall treat others with respect and shall avoid behaviors that are or can reasonably be construed as discrimination or harassment (see AMA Staff Guide – Workplace Harassment, for more information).

### **9. Health and Safety**

Contractors have a responsibility to act safely and to avoid creating situations that may endanger themselves or others.

### **10. Financial Integrity**

Contractors shall do their utmost to ensure that all transactions are authorized and executed in a timely fashion and in accordance with AMA policies and procedures. Further, Contractors shall use best efforts to ensure that all assets, liabilities and transactions are accurately and completely reported, supported by appropriate documentation and recorded and that no asset, liability or transaction is hidden or concealed from management and/or the external auditor.

### **11. Reporting Process**

Contractors who become aware of the behavior of another person that may damage the AMA's standing or reputation because it may be unethical, harmful, illegal, or inconsistent with the standards of conduct expressed in this policy shall immediately notify their supervisor, a member of the senior management team, or one of the following:

- Executive Director
- Assistant Executive Director, Corporate Affairs
- Director, Human Resources

If Contractors believe that such disclosure would be inappropriate or fear retribution or retaliation as a result of their reporting the matter, they may report the concern in confidence to ConfidenceLine at 1.800.661-9675 or via their website at [www.albertadoctors-eweb.com](http://www.albertadoctors-eweb.com). In some cases, the complainant may be required to make themselves known before an investigation can proceed. The investigation of complaints will be conducted in a timely manner, and the outcome will be made known to the complainant.

## AMA CONTRACTOR CODE OF CONDUCT

Complaints will be investigated under the direction of the Executive Director, with any complaints involving financial matters also being reported to the Chair of the Committee on Financial Audit. Complaints involving trilateral program Contractors will be investigated by the Executive Director in collaboration with the respective Trilateral Committee. Complaints involving the Executive Director will be investigated under the direction of the President.

### 12. Breaches of the Code of Conduct and Ethics Policy

Contractors found to have been involved in a wrongdoing covered under this policy may, in addition to any civil or criminal proceedings, be subject to appropriate disciplinary procedures, including dismissal.

The AMA will not permit retaliation of any kind against Contractors for a complaint submitted in good faith under this policy, regardless of the outcome of the investigation. However, Contractors who do not act in good faith or make an allegation maliciously or without having reasonable grounds may be subject to disciplinary action, including dismissal.

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I ACKNOWLEDGE that I have read and understand the Code of Conduct and I agree to conduct myself in accordance with its provisions. Further, I agree to review the Code of Conduct from time to time during my employment or contractual term and, upon the receipt of revisions from time to time, to familiarize myself with those changes and be bound by them.

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(date)

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(signature)

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(print name)

**INFORMATION MANAGEMENT AGREEMENT.**

**BETWEEN:**

**ALBERTA MEDICAL ASSOCIATION (CMA ALBERTA DIVISION)  
("AMA" or "INFORMATION MANAGER")**

- and -

**PHYSICIANS WHO HAVE SIGNED LOCUM PHYSICIAN AGREEMENTS WITH THE  
AMA'S LOCUM PHYSICIAN PROGRAM  
("LOCUM PHYSICIANS")**

**Change "LOCUM PHYSICIANS" to a phrase that includes the rural  
physicians/offices who receive locum coverage and also provide health  
information to PLS, on behalf of the locum**

**WHEREAS:**

- A. AMA administers the Physician Locum Program, which is an AMA physician benefit program dedicated to providing replacement locum-physician services for family physicians and specialists in rural/regional Alberta ("PLP");
- B. AMA and Locum Physicians are parties to Physician Locum Agreements outlining their respective duties and responsibilities, including provision of Health Information (as defined in the *Health Information Act*, RSA 2000, c. H-5 and amendments thereto ("HIA")) by Locum Physicians to the AMA for billing purposes;
- C. Locum Physicians are Custodians as that term is defined in the HIA;
- D. Locum Physicians desire to provide AMA with the authorization to use and disclose Health Information for which they are Custodians for the purpose of billing the Alberta Health Care Insurance Plan for locum services provided in the course of their duties through the PLP;
- E. Section 66(2) of the HIA requires Custodians to enter into an agreement with an information manager for the provision of information management services relating to Health Information;
- F. The Locum Physicians wish to appoint AMA as Information Manager for the purpose of providing information management services with respect to Health Information those Locum Physicians provide to AMA, as set out in this Agreement; and
- G. AMA wishes to accept the role of Information Manager for the purpose outlined in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

## 1. DEFINITIONS

- (a) "Agreement" means this Information Management Agreement;
- (b) "Custodian" has the meaning assigned to it in the HIA;
- (c) "Health Information" shall have the meaning assigned to it in the HIA and, for the purposes of this Agreement, means "registration information" as that term is defined in the HIA;
- (d) "HIA" means the *Health Information Act*, R.S.A. 2000, c. H-5 and amendments thereto, as well as regulations passed thereunder;
- (e) "Information Manager" means the entity appointed by the Locum Physicians to provide the Information Management Services for Locum Physicians in respect of the Health Information they provide to the Information Manager and for the purpose of this Agreement, the "Information Manager" means AMA;
- (f) "Information Management Services" means those services to be provided by the Information Manager that include receipt, processing, storing, retrieving, using, disclosing or disposing of Health Information, transforming individually identifying Health Information and creating non-identifying Health Information, and providing information management or information technology services all in accordance with the terms of this Agreement;
- (g) "Locum Physician" means a Physician that signs a Locum Physician Agreement with the AMA in accordance with the requirements of the PLP;
- (h) "Locum Physician Agreement" means an agreement entered into between a Locum Physician and the AMA (as administrator of the PLP) for the provision of locum physician services in and around the Province of Alberta;
- (i) "Parties" means Locum Physicians and AMA; and a "Party" means either one of them;
- (j) "Patient" means an Individual (as that term is used in the HIA) who receives health services from a Locum Physician.

**2. PURPOSE AND PRINCIPLES**

2.1 The purpose of this Agreement is to provide for the management of Health Information and the provision of technology services relating to the PLP.

**3. APPOINTMENT OF INFORMATION MANAGER**

3.1 Each Locum Physician hereby appoints AMA, and AMA agrees to accept such appointment, as Information Manager of the Health Information provided by the Locum Physicians.

**4. RESPONSIBILITIES OF THE INFORMATION MANAGER**

4.1 The Information Manager shall, in accordance with the terms of this Agreement, and section 66 of the HIA as well as section 7.2 of the *Health Information Regulation*, AR 70/2001 as amended:

(a) accept Health Information provided by Locum Physicians for the purposes outlined in this Agreement;

(b) process, store, retrieve or dispose of Health Information for the purpose of billing the Alberta Health Care Insurance Plan for health services provided by Locum Physicians to Patients, and in accordance with the terms of this Agreement;

(c) maintain the accuracy and integrity of the Health Information once it is in the custody of the Information Manager;

(d) access, use and disclose the Health Information provided by Locum Physicians only for the purposes set out in this Agreement;

(e) comply with section 60 of the HIA and section 8 of the *Health Information Regulation* made under the HIA with respect to the security and protection of the Health Information. Specifically, the Information Manager agrees to implement and maintain reasonable safeguards to maintain the security, protection, availability and integrity of the Health Information and to prevent the loss, destruction or alteration of Health Information;

(f) implement an audit process and log whereby the use, access and disclosure of Health Information may be appropriately monitored and reported;

(g) upon becoming aware of any unauthorized access or disclosure, immediately investigate and take appropriate action if Health Information is affected by an unauthorized access or disclosure and report on the progress and results of such actions to the Parties;

(h) provide such reports as the Locum Physicians may reasonably require from time to time;

(i) provide such additional information management services as may be requested by the Locum Physicians from time to time and which the Information Manager may agree to provide and, upon such agreement being reached by the Parties, those additional information management services shall be added to this Agreement by way of an amending agreement and become Information Management Services;

(j) retain and secure the Health Information following the departure of a Locum Physician for such periods as are directed by the Parties;

(k) manage and respond to Patient requests PLS does not receive requests from patients – more appropriately AHW or rural physicaian’s office for access to Health Information or requests for correction or amendment;

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(l) manage and respond to requests from an Individual PLS does not disclose health info - only submits to AHW relating to the disclosure of that Individual’s Health Information in accordance with the HIA;

(m) facilitate changes or updates to the EMR System so as to minimize disruption in the Locum Physicians’ use of the EMR System;

(n) receive and investigate complaints relating to breaches of privacy, security, or both;

(o) perform the privacy impact assessment related obligations required by the HIA;

(p) communicate with, and respond to the Office of the Information and Privacy Commissioner in the context of investigations; and

(q) ensure PLS can encourage/support/make aware but can’t ensure that Locum Physicians prepare and submit privacy impact assessments required by the HIA.

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4.2 The Information Manager shall not “collect” Health Information or information regarding a Locum Physician.

4.4 The Locum Physician(s) will be permitted, on reasonable notice to the Information Manager and subject to the Information Manager’s security policies then in effect, to monitor and periodically audit the performance of the Information Manager under this Agreement to ensure compliance with this Agreement, and without causing disruption to the performance of the obligations of the Information Manager.

## 5. RESPONSIBILITIES OF THE LOCUM PHYSICIANS

5.1 Locum Physicians shall, in accordance with the terms of this Agreement:

(a) provide Health Information as required for the purpose of facilitating billing for the provision of health services by that Locum Physician;



(b) be responsible for obtaining any consents from Patients that may be required by law for the use and disclosure of their Health Information by the Locum Physician(s);

(c) be responsible for cooperating with an investigation when a Locum Physician becomes aware of any unauthorized access to, use or disclosure of Health Information;

(d) use reasonable efforts to ensure Health Information provided to the Information Manager is correct and to correct errors where possible after their discovery;

(e) advise the Information Manager of any unauthorized use or disclosure of Health Information of which an Locum Physician becomes aware; and

(f) permit and cooperate with any audit or monitoring program required pursuant to this Agreement.

## 6. EXCLUSION OF LIABILITY

6.1 Locum Physicians acknowledge and agree that, subject to Section 4.1(c), the Information Manager makes no representations or warranties whatever regarding the Health Information in its custody or the fitness of any such Health Information for any purpose, its completeness, accuracy or reliability.

## 7. TERM AND TERMINATION

7.1 This Agreement will commence on the date set out below and continues until terminated by the Parties in accordance with this Agreement.

7.2 The Parties may terminate this Agreement upon mutual agreement confirmed in writing.

7.3 This Agreement shall terminate immediately upon the termination of the Locum Physician's Locum Physician Agreement with the AMA.

7.4 The Information Manager may terminate this Agreement without cause and without liability, by providing 3 months written notice to the Locum Physicians.

7.5 Upon Termination of this Agreement, any Health Information provided to the Information Manager by the Locum Physician shall be destroyed following the completion of any residual billing activity relating to the provision of locum services by that Locum Physician. **My understanding is that we are required to retain info for ten years**

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## 8. NOTICES AND COMMUNICATIONS

8.1 Any notice or communication required or permitted to be given by this Agreement will be in writing and delivered to, or mailed, postage prepaid, or faxed to the

Party to whom it is to be given, at the address set forth below. Any notice or communication that is delivered personally will be deemed to be received when left during normal business hours at the address specified below, and any notice sent by fax transmission will be deemed to be received on the next business day. A Party will be entitled to change its address for notices by delivering a notice in writing to the other.

8.2 Notices given to under this Information Management Agreement shall be given as follows:

Locum Physicians

Contact information provided in the Locum Physician Agreement

For the AMA,

Alberta Medical Association  
12230 – 106<sup>th</sup> Avenue  
Edmonton, AB  
T5N 3Z1

Attention: Barry Brayshaw, Program Director

Ph: (780) 482 2626  
Fax:(780) 482 5445

**9. AMENDMENTS**

9.1 This Agreement will not be amended except by a written amending agreement duly executed by each of the Parties.

**IN WITNESS WHEREOF** the Parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ALBERTA MEDICAL ASSOCIATION (CMA  
ALBERTA DIVISION)**

**LOCUM PHYSICIAN**

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name



[Home](#) / [Privacy](#)

## j2 Global Canada, Inc. Privacy Policy

j2 Global Canada (formerly known as Protus IP Solutions, Inc.) ("j2 Global") is dedicated to establishing a trusting relationship with its users, based on respect for personal identity and information, by promoting the use of fair information practices. This privacy statement covers all Web properties owned and maintained by j2 Global, including but not limited to <http://www.myfax.com>, [www.campaigner.com](http://www.campaigner.com) and <http://www.jblast.com>. Because j2 Global wants to demonstrate its commitment to our users' privacy, we are disclosing:

- What personally identifiable information j2 Global collects.
- How j2 Global uses the information.
- With whom j2 Global may share user information.
- Your choices about collection, use and distribution of the information.
- The safeguarding procedures that are in place to protect the loss, misuse or alteration of information under j2 Global control.
- How users can correct any inaccuracies in the information.

If users have questions or concerns regarding this statement, they should contact j2 Global Customer Support by email at [cpo@j2global.com](mailto:cpo@j2global.com).

### A) Information Collection

j2 Global is the sole owner of the information collected on its web properties, including <http://www.myfax.com>, [www.campaigner.com](http://www.campaigner.com) and <http://www.jblast.com>. j2 Global collects information from its users at several different points on our Web sites.

#### 1) Registration

In order to use j2 Global services at any level, and to access certain information or areas of the website (including various downloads, "Test Drives", webinars, etc.), a user must first complete the registration form. During registration a user is required to give contact information (such as name, telephone number or an email address). We use this information to contact the user about services on our sites. It is optional customer to provide demographic information (such as income level and gender), but encouraged so we can provide a more personalized experience on our sites.

#### 2) Order

When a user purchases a paying service, we request information from the user on our order form. A user must provide contact information (such as name, email, and billing address) and financial information (such as credit card number, expiration date). This information is used for billing purposes and to fill customer's orders. If we have trouble processing an order, the information is used to contact the user.

### 3) Profile

We store information that we collect through cookies and log files to create a profile of our users. A profile is stored information that we keep on individual users that details their viewing preferences. Consequently, collected information is tied to the user's personally identifiable information to provide offers and improve the content of the site for the user. This profile is used to tailor a user's visit to our Web sites, and to direct pertinent marketing promotions to them. We do not share personally identifiable elements of your profile with other third parties. Your profile is shared in aggregate form only.

### 4) Cookies

A cookie is a piece of data stored on the user's computer tied to information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. We use both session ID cookies and persistent cookies. For the session ID cookie, once users close the browser, the cookie simply terminates. A persistent cookie is a small text file stored on the user's hard drive for an extended period of time. Persistent cookies can be removed by following Internet browser help file directions.

By setting a cookie on our site, users would not have to log in a password more than once, thereby saving time while on our site. If users reject the cookie, they may still use our site. The only drawback to this is that the user will be limited in some areas of our site. Persistent cookies enable us to track and target the interests of our users to enhance the experience on our site. See the "Profile" section, above.

### 5) Log Files

Like most Web sites, our servers use log files to analyze trends, administer the site, track user's movement in the aggregate, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information.

### 6) Clear Gifs

Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. The main difference between the two is that clear gifs are invisible on the page and are much smaller, about the size of the period at the end of this sentence. Clear gifs are not tied to users' personally identifiable information.

We also use clear gifs in our HTML-based emails to let us know which emails the recipients have opened. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns. If users would like to opt-out of these emails, please see the Opt-out section.

### 7) Children's Privacy

We do not knowingly collect personal information from children under the age of 13. If we learn that we have personal information on a child under the age of 13, we will delete that information from our systems. j2 Global encourages parents to go online with their kids. Here are a few tips to help make a child's online experience safer:

Teach kids never to give personal information, unless supervised by a parent or responsible adult. Includes name, address, phone, school, etc. Know the sites your kids are visiting and which sites are appropriate. Look for Web site privacy policies. Know how your child's information is treated.

Check out the [FTC's site](#) for more tips on protecting children's privacy online.

## B) Information Use and Sharing of Information

j2 Global acts as a passive conduit for the distribution and receipt of its user's fax, voice and e-mail communications and therefore will not monitor, edit, or disclose the contents of a user's private communications unless j2 Global in good faith believes that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on j2 Global; (2) protect and defend the rights or property of j2 Global; or (3) act under exigent circumstances to protect the personal safety of its users or the public. Users should also be aware (and hereby agree) that certain technical processing of and access to fax, voice and email messages and their content may be required to: (a) route the messages; (b) conform to connecting networks' technical requirements; (c) prevent or minimize disruptions to j2 Global's services; or (d) conform to other similar requirements.

Subject to the legal exceptions listed in the Privacy Policy, j2 Global will not disclose to third parties the fax numbers, phone numbers or email addresses uploaded to our Web sites by our users for the purpose of using j2 Global products or services.

## 1) Communications from the Site

### **a) Special Offers, Free Trials and Updates**

We send all new customers welcoming emails and may communicate with them to introduce and explain their new services. Visitors to our website that are not customers but provide j2 Global with contact information may receive emails from j2 Global that contain information about our services, special offers and other promotions. Established users will occasionally receive emails containing information about us, updates on new service features, service usage tips, information about third party services or other j2 Global services that are likely to be of interest to our users, and customers satisfaction questions. Visitors and j2 Global users may opt-out of such notices. Please see the Choice and Opt-out sections. We may contact former customers to gather feedback on the services.

### **b) Invoices and Account Statements**

We send all customers regular emails summarizing usage and credit card charges. These emails are a part of the j2 Global service, and users cannot opt-out of receiving them, though they can deactivate their account. Information identifying the credit card is not included in these communications.

### **c) Service Announcements**

On rare occasions it is necessary to send out a strictly service related announcement. For instance, if our service is temporarily suspended for maintenance we might send users an email. Generally, users may not opt-out of these communications, though they can deactivate their account. However, these communications are not promotional in nature.

### **d) Customer Service**

We communicate with users on a regular basis to provide requested services and regarding issues relating to their accounts. We reply via email or phone, in accordance with the users wishes.

### **e) Surveys**

Periodically, our site requests information from users via surveys. Participation in these surveys is completely voluntary and the user therefore has a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and address), and demographic information (such as zip code). Survey information will be used for purposes of monitoring or improving the use and satisfaction of j2 Global's services. Users' personally identifiable information is not shared with third parties unless we give prior notice and a choice to opt-out. Though we may use an intermediary to conduct these surveys, they may not use customers' personally identifiable information for any secondary purposes.

### **f) Referral Programs**

Periodically, j2 Global offers referral services, asking a user to inform a friend about our

service. We collect the name and email address of the friend, and will automatically send an email invitation to the friend. j2 Global stores this information for the sole purpose of sending this email and tracking success of the programs.

## 2) Sharing

### a) Legal Disclaimer

Though we make every effort to preserve user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on our Web site. For example, j2 Global may disclose personal information to law enforcement, other government officials, or third parties in response to criminal or civil subpoenas. Sometimes, these requests come from our third party Internet, telecommunications and service providers all over the world who supply the network required for us to deliver our services. In order to maintain the integrity of our network, we often cooperate with requests from these third party providers and/or requests from law enforcement or other governmental officials directed to these providers.

j2 Global may share personal information with its affiliates or third-party service providers as necessary. In the event that a j2 Global affiliate or third-party service provider is located outside of Canada, personal information may be processed and stored in such foreign country and the governments, courts or law enforcement or regulatory agencies of that country may be able to obtain disclosure of your personal information through the laws of the foreign country.

### b) Aggregate Information (non-personally identifiable)

We may share aggregated demographic information with our partners. This is not linked to any personally identifiable information.

### c) Third Party Intermediaries

We use an outside credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes

### d) Business Transitions

In the event j2 Global goes through a business transition, such as a merger, or acquisition by another company, or selling a portion of its assets, users' personal information will, in most instances, be part of the assets transferred. Users will be notified as required by applicable privacy laws.

### e) Spam and Junk Faxes

j2 Global does NOT share your fax number or email address externally. While we cannot be responsible for external communications received through j2 Global services, if we are given notice that a j2 Global Service is being used for spam or junk faxes, then we will deactivate that client. If you feel that you have received a junk fax, you may report a junk fax using the tools in MYFAXCENTRAL.

## C) Choice/Opt-out

j2 Global users and visitors who do not wish to receive our promotional communications may opt-out from receiving these communications by clicking the opt-out link included at the bottom of every promotional message.

j2 Global users may not opt-out of receiving invoices and usage information, service announcements, and customer service communications, although they can deactivate their account.

## D) Links

j2 Global' Web sites contain links to other sites. Please be aware that j2 Global is not

responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our sites and to read the privacy statements of each and every Web site that collects personally identifiable information. This privacy statement applies solely to information collected by j2 Global's Web sites. j2 Global has advertising and affiliate relationships with dozens of third party sites that drive interested parties to our sites. Information that is collected on these sites does not fall within the auspices of this policy. j2 Global has Co-Brand relationships with some websites. A site is a Co-Brand of j2 Global if it offers j2 Global technology or services to its users under a different brand. The Co-Branded sites will have their own privacy policies specific to each site, and the user should read them carefully before registration.

## E) Safeguards and Data Retention

### 1) User Information

j2 Global takes every precaution to protect its user's information. When users submit sensitive information via j2 Global's Web sites, their information is protected both online and off-line.

When our registration/order forms ask users to enter sensitive information (such as credit card number), that information is encrypted and is protected with the best encryption software in the industry - SSL. While on a secure page, such as our paid order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when users are just 'surfing'.

While we use SSL encryption to protect sensitive information online, we also employ security measures to protect user-information off-line. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerks or a customer service representative) are granted access to personally identifiable information. Finally, the servers that store personally identifiable information are in a secure environment.

### 2) Message Content Handling

We will store your personal Transmissions on our servers for a limited time and will endeavor to purge old transmissions from its servers when the expiration period has run out (up to 365 days). We use industry-standard efforts to safeguard the confidentiality of your transmissions (as well as your personally identifiable information), such as firewalls and SSL technology. These are the same technologies that most websites use to safeguard credit card information and other personal information. However, that said, "perfect security" does not exist over telephone lines and the Internet and j2 Global accordingly accepts only limited liability for security breaches.

### 3) Data Retention

The time period for which we keep information varies according to what the information is used for. In some cases, there are legal requirements to keep data for a minimum period. Unless there is a specific legal requirement for us to keep the information, we will retain it for no longer than is necessary for the purposes for which the data was collected or for which it is to be further processed.

## F) Supplementation of Information

In order for j2 Global to properly fulfill its obligations to users and understand our customer demographics it is necessary for us to supplement the information we receive with information from 3rd party sources. j2 Global verifies the billing address on all credit card transactions and may obtain credit reports for some corporate customers. The information obtained from these third party sources is maintained in a manner consistent

with j2 Global's Privacy Policy.

## G) Correcting/Updating/Deleting/Deactivating Personal Information

If a user's personally identifiable information changes (such as zip code, phone, email or postal address), or if a user no longer desires our service, we provide a way to correct, update or delete/deactivate users' personally identifiable information by contacting j2 Global Customer Service.

## H) Notification of Changes

If we decide to change our privacy policy, we will post those changes in this privacy statement, and other places we deem appropriate, so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the privacy policy under which the information was collected.

If, however, we are going to use users' personally identifiable information in a manner different from that stated at the time of collection we will notify users via email. Users will have a choice as to whether or not we use their information in this different manner. However, if users have opted out of all communication with the site, or deleted/deactivated their account, then they will not be contacted, nor will their personal information be used in this new manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on our Web site notifying users of the change. In some cases where we post a notice we will also email users, who have opted to receive communications from us, notifying them of the changes in our privacy practices.

## Contact Information

If you have any questions or suggestions regarding our privacy policy, please email [cpo@j2global.com](mailto:cpo@j2global.com) or contact

Privacy Officer  
j2 Global Canada, Inc.  
2 Gurdwara Road, 3rd Floor  
Ottawa, Ontario, Canada  
K2E 1A2





# AMA STAFF CODE OF CONDUCT AND ETHICS POLICY

## **1. Policy Statement**

Staff and contractors are required to conduct themselves ethically and with integrity, honesty and diligence in performing their work or work-related duties.

## **2. Preamble**

The staff Code of Conduct is meant to provide general guidance on the standards of conduct. It addresses many of the main areas of concern but is not designed to be comprehensive in nature.

In situations of uncertainty or confusion regarding this Code of Conduct or its application, staff are encouraged to speak with their supervisor or another appropriate individual at the AMA. When in doubt, a good rule of thumb for deciding whether you are doing the right thing is to ask the question: "If there were full public disclosure of the facts, would it embarrass me, the AMA, my fellow employees or members of my family?"

## **3. Compliance with the Law**

Staff shall comply with all applicable provisions of laws and regulations. No staff shall commit or condone an illegal act or instruct another individual to do so. Staff must not engage in or give the appearance of being engaged in any improper conduct that is in violation of this code.

## **4. Conflict of Interest**

Staff shall avoid any situation in which there is a real or potential for conflict of interest that could interfere or be perceived to interfere with the staff or contractor's judgment in pursuing the best interests of the AMA. Staff shall disclose to their immediate supervisor or their AMA contact representative all circumstances that constitute a real or perceived conflict of interest and remove themselves from the situation (see AMA Staff Guide - Conflict of Interest, for more information).

## **5. Confidential Information**

Staff shall at all times maintain the confidentiality of all confidential information of the AMA and must not make use of or reveal such information or records except in the course of performance of their duties or unless the information is released by the AMA for public knowledge. This obligation extends beyond the term of the staff member's employment with the AMA (see AMA Staff Guide - Confidentiality of Information, for more information).

## **6. External Employment / Contracts**

Staff may hold external jobs or engagements as the case may be using their own time and resources and in a manner that does not adversely impact upon their performance or responsibilities with the AMA.

## **7. Gifts and Entertainment**

It is the AMA policy that staff shall not accept entertainment, gifts or other benefits that are intended to influence or can reasonably be perceived or inferred by others to influence the judgment of the staff member in pursuing the best interests of the AMA.

Subject to the forgoing, and as a general guideline, staff may only receive entertainment, gifts or other benefits when it is immaterial and valued at less than \$100 and only when it is lawful and ethical, occasional and infrequent, customary and consistent with accepted business norms and practices and is in support of the business of the AMA and not principally for the staff member's use or well being.

On occasion, gifts may be offered in excess of \$100. In these situations, staff are required to promptly notify and discuss the situation with the Assistant Executive Director, Corporate Affairs or in his/her absence the Director, Human Resources before taking any action. Acceptance of these gifts will be made if it is consistent with the policy statement above; other conditions may be placed upon acceptance of a gift.

If a staff member has any doubt about whether it is appropriate to accept entertainment, gifts or other benefits the staff member is required to promptly notify and discuss the situation with the Assistant Executive Director, Corporate Affairs or in his/her absence the Director, Human Resources before taking any action.

## **8. Use of AMA Property**

Staff are entrusted with the care and proper use of AMA assets and should not make significant use of these resources for their own personal benefit or purposes (see AMA Staff Guide – Use of Computers and Telecommunications Systems, for more information).

## **9. Discrimination and Harassment**

Staff shall treat others with respect and shall avoid behaviors that are or can reasonably be construed as discrimination or harassment (see AMA Staff Guide – Workplace Harassment, for more information).

## **10. Health and Safety**

Staff have a responsibility to act safely and to avoid creating situations that may endanger themselves or others.

## **11. Use of Electronic Devices While on AMA Related Business**

AMA staff shall not use electronic devices such as cell phones or BlackBerries while driving on AMA-related business.

## **12. Financial Integrity**

Staff shall do their utmost to ensure that all transactions are authorized and executed in a timely fashion and in accordance with AMA policies and procedures. Further, staff shall use best efforts to ensure that all assets, liabilities and transactions are accurately and completely reported, supported by appropriate documentation and recorded and that no asset, liability or transaction is hidden or concealed from management and/or the external auditor.

**13. Reporting Process**

Staff who become aware of the behavior of another person that may damage the AMA’s standing or reputation because it may be unethical, harmful, illegal, or inconsistent with the standards of conduct expressed in this policy shall immediately notify their supervisor, a member of the senior management team, or one of the following:

- Executive Director
- Assistant Executive Director, Corporate Affairs
- Director, Human Resources

If staff believes that such disclosure would be inappropriate or fear retribution or retaliation as a result of their reporting the matter, they may report the concern in confidence to ConfidenceLine at 1.800.661-9675 or via their website at www.albertadoctors-eweb.com. In some cases, the complainant may be required to make themselves known before an investigation can proceed. The investigation of complaints will be conducted in a timely manner, and the outcome will be made known to the complainant.

Complaints will be investigated under the direction of the Executive Director, with any complaints involving financial matters also being reported to the Chair of the Committee on Financial Audit. Complaints involving trilateral program staff will be investigated by the Executive Director in collaboration with the respective Trilateral Committee. Complaints involving the Executive Director will be investigated under the direction of the President.

**14. Breaches of the Code of Conduct and Ethics Policy**

Staff found to have been involved in a wrongdoing covered under this policy may, in addition to any civil or criminal proceedings, be subject to appropriate disciplinary procedures, including dismissal.

The AMA will not permit retaliation of any kind against staff for a complaint submitted in good faith under this policy, regardless of the outcome of the investigation. However, staff who do not act in good faith or make an allegation maliciously or without having reasonable grounds may be subject to disciplinary action, including dismissal.

\_\_\_\_\_  
I ACKNOWLEDGE that I have read and understand the Code of Conduct and I agree to conduct myself in accordance with its provisions. Further, I agree to review the Code of Conduct from time to time during my employment or contractual term and, upon the receipt of revisions from time to time, to familiarize myself with those changes and be bound by them.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

September 16, 2010

**Privacy Breach Management Procedure**

This Privacy Breach Management Procedure is for your use. Do not include this in the Privacy Impact Assessment submission to the OIPC.

It is important to document Privacy Breaches. Use the 'near misses' as an opportunity to review and improve on your current office practices.

The Privacy Officer should maintain these documents, and all other related Privacy Officer tasks, in chronological order. Ensure that the documents are maintained by the organization and are transferred appropriately when the Privacy Officer changes between individuals from time to time.

To delete this explanation, double-click [\[here\]](#)

**POLICY:  
PRIVACY BREACH MANAGEMENT**

Created Date:

Revision Date :

Approved By:

Date:

A privacy breach can take place when there is unauthorized access to or collection, use, disclosure or disposal of personal or health information.

Reporting a privacy breach to the Office of the Information and Privacy Commissioner (OIPC) is not mandatory. However, reporting a breach to the OIPC is a good practice. (See "Reporting a Privacy Breach to the Office of the Information and Privacy Commissioner of Alberta" and "Key Steps in Responding to Privacy Breaches").

A (suspected) privacy breach should be identified and reported to the Clinic Manager and the Privacy Officer.

The Privacy Officer will respond immediately to the breach. Take immediate common sense steps to limit the breach. These steps will include:

- Immediately contain the breach by, for example, stopping the unauthorized practice, recovering the records, shutting down the system that was breached, revoking access or correcting weaknesses in physical security.
- Notify the police if the breach involves theft or criminal activity

The Privacy Officer, with assistance of the attending physician will:

- Ensure any breach involving Netcare is reported to Netcare's Information Access and Privacy Office immediately.
- Evaluate the risks associated with the breach and will consider
  - personal or health information involved
  - cause and extent of the breach

## Clinic Name

### Privacy Breach Management Procedure

- individuals affected by the breach
  - foreseeable harm from the breach
- Initiate a Privacy Breach Report
- Consider notification to
  - affected individuals
  - legislation requirements
  - contractual obligations
  - risk of identity theft or fraud
  - risk of physical harm
  - risk of hurt, humiliation or damage to reputation
  - risk of loss of business or employment opportunities
- Consider whether the following authorities or organizations should also be informed:
  - police
  - insurers or others
  - professional or other regulatory bodies
  - credit card companies and/or credit reporting agencies
  - Office of the Information and Privacy Commissioner

Privacy Officer will review the Privacy Breach Report and

- Ensure that immediate steps to mitigate the risks associated with the breach have been undertaken
- Recommend appropriate communication plan to persons involved, Medicentre staff, public, etc
- Investigate the cause of the breach and preventative action taken. This may include
  - Security audit
  - Threat risk analysis
  - Policies and procedures reviewed and updated to reflect the lessons learned
  - Plan for an audit at the end of the process to ensure that the prevention plan has been fully implemented

#### References:

Canadian Health Information Management Association. "Privacy, Access and Disclosure Education Workshop"

Office of the Information and Privacy Commissioner, Alberta. "Reporting a Privacy Breach to the Office of the Information and Privacy Commissioner of Alberta"

Office of the Information and Privacy Commissioner, Alberta. "Key Steps in Responding to Privacy Breaches"

**Clinic Name**

**Privacy Breach Management Procedure**

**Report Date:**

**Contact Person:**

**Name:**

**Title:**

**Phone:**

**Fax:**

**Email:**

**Mailing Address:**

**RISK EVALUATION**

Incident Description:

(Describe the nature of the breach and its cause)

Date of incident:

Date incident discovered:

How was the incident discovered?:

Location of incident:

Estimated number of individuals affected:

Type of individuals affected:

Client / customer / patient

Employee

Other

Personal Information Involved:

## Clinic Name

### Privacy Breach Management Procedure

(Describe the personal or health information involved in the breach (e.g. name, address, health care number, financial, medical information), the form it was in (e.g. paper records, electronic database). Do not send the OIPC identifiable personal information.

#### **Safeguards**

Describe physical security at the time of the incident (locks, alarm systems, etc).

Describe technical security (encryption, passwords, etc.)

Harm from the breach:

- Identify the type of harm(s) that may result from the breach.
  
- Identify theft (most likely when the breach includes loss of health insurance number, credit card numbers, debit card numbers with password information and any other information that can be used to commit financial fraud)
  
- Risk of physical harm (when the loss of information places any individual at risk of physical harm, stalking or harassment)
  
- Hurt, humiliation, damage to reputation (associated with the loss of information such as mental health records, medical records, disciplinary records)
  
- Loss of business or employment opportunities (usually as result of damage to reputation to an individual)
  
- Breach of contractual obligations (contractual provisions may require notification of third parties in the case of a data loss or privacy breach)
  
- Future breaches due to similar technical failures (notification to the manufacturer may be necessary if a recall is warranted and/or to prevent a future breach by other users)

**Clinic Name**

**Privacy Breach Management Procedure**

- Failure to meet professional standards or certification standards (notification may be required to professional regulatory body or certification authority)
  
- Other (specify)

**Notification**

Has your Privacy Officer / Responsible Affiliate been notified?

- Yes Who was notified and when?
- No When to be notified?

Have the police or other authorities been notified (e.g. professional bodies or person required under contract)?

- Yes Who was notified and when?
- No When to be notified?

Have affected individuals been notified?

- Yes Form of notification and when?
- No When to be notified?

Describe the notification process (e.g. who was notified, the form and content of notification. Please provide a copy of notification to the OIPC).

You may wish to provide the OIPC with any additional information you have collected regarding the breach, including:

- Steps that have been taken to reduce the risk of harm (e.g. recovery of information, locks changed, computer systems shut down),
- Internal investigation reports or findings,
- Long term strategies you intend to implement to correct the situation (e.g. staff training, policy development)



## Clinic Name

### Privacy Breach Management Procedure

However, as noted above, if you intend to seek advice from the OIPC regarding how to respond to the breach and what actions should be taken, you should report the incident as soon as possible even where the above information is not yet available.

Once completed, submit the Privacy Breach Report form to the OIPC at the address below. It is preferable to submit the form by fax where timing is an issue.

Office of the Information and Privacy Commissioner  
Calgary (PIPA): #500, 640 - 5 Avenue SW  
Calgary, Alberta T2P 3G4  
Fax: (403) 297-2711  
Phone: (403) 297-2728

Edmonton (FOIP and HIA): #410, 9925 - 109 Street  
Edmonton, Alberta T5K 2J8  
Fax: (780) 422-5682  
Phone: (780) 422-6860  
Toll Free: 1-888-878-4044  
Email: [generalinfo@oipc.ab.ca](mailto:generalinfo@oipc.ab.ca)

#### References

Office of the Information and Privacy Commissioner, Alberta. "Reporting a Privacy Breach to the Office of the Information and Privacy Commissioner of Alberta"

Adapted from the *Privacy Breach Reporting Form* developed by the Office of the Information and Privacy Commissioner of British Columbia, December 2006.



[Home](#) / [Terms and Conditions](#)

## Terms and Conditions

### 1. SCOPE OF AGREEMENT

The Services (as defined below) that Protus IP Solutions (a business name of j2 Global Canada, Inc.) ("Protus") provides to you are subject to the following terms of use ("Agreement"). Protus may automatically amend this Agreement at any time by (a) posting a revised Agreement on the Protus Websites, and/or (b) sending information regarding the amendment to the email address you provide to Protus.

YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE PROTUS WEBSITES TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SERVICES AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. Otherwise, this Agreement may not be amended except in writing signed by both you and Protus.

The most current version of the Agreement can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the bottom of our Web pages.

You may also have a signed written agreement which is expressly incorporated herein ("Written Agreement"), and which in conjunction with the Agreement and policies referred to herein, comprise the entire Agreement between Protus and you. The Written Agreement may contain different or additional terms which supersede terms in this document and may refer to earlier versions of these terms.

### 2. DESCRIPTION OF SERVICES

Through its network of Web properties, Protus provides you with access to a variety of fax, voice, voicemail, PBX, email and email marketing, and messaging services (Services). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to this Agreement.

### 3. NO RESALE OF SERVICES

Your right to use the Services is personal to you and you agree not to resell the use of the Services.

### 4. PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

See the [Privacy Statement](#) for disclosures relating to the collection and use of your personal information.

## 5. DATA PROTECTION AND STORAGE OF MESSAGES

While your account is active, Protus will store messages sent and received through your Protus account, for a period of up to one year, in each case measured from the date of receipt of such message. Contact lists are maintained while the account is in good standing. Protus shall maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Customer information in its possession. Customer acknowledges that Protus may change its practices and limitations concerning storage of messages, at any time and that notification of any such changes will be posted on the Protus Websites. Customer further agrees that this feature is provided as a convenience to Customer only and Protus and its parent(s), partner(s), subsidiary(ies), and affiliate(s) ("Affiliates") have no responsibility or liability whatsoever for the deletion, loss, disclosure of, or failure to store, any messages and/or other communications maintained or transmitted by the Services.

## 6. CHARGES

You agree to pay all charges for your use of the Services according to the payment plan applicable to your Services, and in effect for your country of residence. Protus reserves the right to change prices or institute new charges for access to or use of Protus Services unless you have a signed Written Agreement with Protus. All changes will be posted by Protus on the Protus Websites and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of the Services or non-termination of your Protus account after changes are posted constitutes your acceptance of the prices as modified by the posted changes.

Charges for Services may include activation, recurring subscription, and usage fees. Your activation and recurring subscription fees are payable in advance and are COMPLETELY NON-REFUNDABLE. Usage charges are charged as and when such charges are incurred or by accumulating such charges (in the sole discretion of Protus) in accordance with the usage rates applicable to each of the Services you use.

Your payment plan may include a monthly allowance of free faxes, phone calls, emails, or contacts. In the event that you have exceeded your rate plan's allotted allowance you will be automatically charged usage fees for each fax, call, email or contact in excess of your monthly allowance. Unused allowances are not transferrable from month to month.

Payment of your Protus account balance is due monthly and, unless you have a qualified business account, must be made by the credit card designated by you for Protus use and transactions. If your Protus account is a qualified business account and is approved by Protus for corporate billing, charges will be accumulated, identified by Customer identification number and invoiced on a monthly basis.

If you subscribed for Services pursuant to a special offer granting you a free trial period, your activation fee and an initial monthly Services fee will BE PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (meaning the amounts pre-authorized will not be considered available credit or debit funds in such account) and will be immediately charged to your credit or debit card, without further authorization from you, upon the expiration of such free trial period, unless you provide prior notice (in accordance with Protus verification procedures, as may be established by Protus from time to time in its sole discretion) that you have terminated this authorization. Such notice will not affect charges submitted before Protus reasonably could act on your notice.

Charges are to be paid on a monthly basis in the currency in which billed. A failure to pay the charges is a material breach of this Agreement and grounds for termination by Protus. If the payment method for your Protus account is by credit card and payment is not received by Protus from the card issuer or its agents, you agree to pay all amounts due upon demand by Protus. Each time you use the Services, or allow or cause the Services to be used, you agree and reaffirm that Protus is authorized to charge your

designated card. Your card issuer's agreement governs your use of your designated card in connection with Protus, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder. You agree that Protus may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that Protus may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.

You agree that Protus may submit charges for your usage fees and recurring subscription fee each month or year, without further authorization from you, until you provide prior notice (in accordance with Protus' verification procedures, as may be established by Protus from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before Protus reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact Protus' Customer Support within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by Protus in accordance with this Agreement.

All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. Canadian residents will be charged G.S.T. and P.S.T. as applicable. If the Customer resides outside of Canada, the place of residency will be deemed not to be Canada unless Protus is notified otherwise. If your residency status changes, you will notify Protus and be required to provide a mailing address and proof of residency. Non-Canadian residents will be deemed not to have registered for G.S.T unless Protus is notified otherwise.

**6a) For Campaigner these terms apply:**

If you subscribed to a Contact Based Subscription Plan ("Contact Plan") the subscription fees are based on the highest number of subscribers or contacts in your account at any time. While your fees may increase as your contact list grows, the fees will not be reduced as the numbers of contacts diminish unless you contact Protus Customer Support. For the purposes of this Agreement, each unique email address will count as one subscriber or contact.

Should Protus deem your cumulative account activity, including but not limited to factors such as high send volume or large contact lists, to be detrimental to Protus' ability to provide Campaigner services to you or to other customers, Protus reserves the right in its sole discretion to move you to a Volume Subscription Plan.

Repeated uploading and removing of unique email addresses in an attempt to circumvent Protus' Fee Schedule and billing procedures is prohibited.

If you purchased a "Pay as you Go" plan you will be charged for emails on a per campaign basis. The price list published at [www.campaigner.com](http://www.campaigner.com) determines the charge per email in effect at the time the campaign is delivered. "Pay as you Go" plans must be used within 12 months of purchase. Any balance remaining after 12 months is NON-REFUNDABLE.

**6b) For MyFax and other Fax and Voice Services, these terms apply:**

Fax per page prices are based on a 60 second transmission time; pages that take longer to transmit may be charged as multiple pages. Protus reserves the right to charge a premium on all mobile, cellular, digital, special service numbers, and / or PCS international terminating traffic, as well as the right to adjust any rate to reflect charges in international tariffs, regulatory requirements, taxes, levies or other third party levies. Calls and faxes to destinations outside of a specified list of countries (found on the pricing page for each of the Services) will be charged from the first minute or page, and are not

included in any free allowance.

## 7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an account, you must complete the sign-up process by providing us with current, complete and accurate information as prompted by the applicable registration form. You agree to notify Protus promptly of any changes to this information as required to keep it current, complete and accurate. You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur by all users associated with your account.

You agree to notify Protus immediately of any unauthorized use of your account or any other breach of security. Protus will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Protus or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

## 8. USE OF SERVICES / CUSTOMER RESPONSIBILITIES

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You agree to be financially responsible for your use of the Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

You must (a) obtain and pay for all equipment and third-party services (e.g., telephone and computer equipment) required for you to access and use the Services; (b) maintain the security of your password, PIN number and other confidential information relating to your account and; (c) be responsible for all charges resulting from use of your account, including unauthorized use prior to your notifying Protus of such use and taking steps to prevent its further occurrence.

Images hosted by Protus on Protus controlled servers may only be used in connection with the Services and for no other purpose whatsoever. To the extent you use images provided by Protus, Protus hereby grants to you a limited, non-exclusive, non-transferable sublicense to use the images in an unaltered state solely in connection with your use of the Services.

## 9. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by this Agreement and any notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Protus server, or the network(s) connected to any Protus server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Protus server or to any of the Services, through hacking, password mining or any other means. You will not use or register the name Protus or any other trade name or trade mark of Protus without express, prior permission, and you will not obstruct the identification procedures used by Protus in the Services.

You represent that the information submitted for transmission via the Protus network for the Services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, provincial, state, national or other

law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. **You agree to comply with all applicable laws, regulations, or conventions including those related to Do-Not-Call provisions, faxing, telemarketing, email marketing, anti-spam, anti-phishing, data privacy, international communications, and export of technical or personal data.**

You are fully responsible for the content of your transmissions through the Services and agree and acknowledge that you are the creator of all content, and that Protus is not the author or publisher of any content and Protus does not rent or sell lists of any kind. Protus simply acts as a passive conduit for you to send and receive information of your own choosing.

You shall not use the Services to store (1) any "protected health information" (as such term is used in the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191), or (2) any other type of information that imposes independent obligations upon Protus.

In accordance with its [Prohibited Use Policy](#) Protus prohibits the use of the Services or web sites by any person or entity that, encourages, promotes, provides, sells or offers to sell products or content relating to illegal or fraudulent activities (or services related to the same): including, but not limited to, illegal drugs; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons; material that exploits children, encourages violence, spam, obscenity/sexually explicit, and similar activities. This is not an exhaustive list, and Protus, in its sole discretion, may determine whether your use is prohibited and its determination shall be final, binding and conclusive for all purposes under this Agreement. Protus will terminate your use of its Services if Protus determines such prohibited content or use is in violation of this Agreement. Any information stored on the Protus servers that is deemed to be unlawful or in contravention of this Agreement or legal and regulatory requirements may be deleted at any time by Protus without notice. Protus reserves the right to remove any image which contravenes this Agreement without notice to you.

Protus does not:

- Represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Services.
- Assume liability for any harassing, offensive or obscene/sexually explicit material distributed through the Services by you or others under your account.
- Assume any liability for any material distributed through the Services by you or others under your account which is distributed in violation of any third party's copyright or other intellectual property right.
- Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account including, as applicable, but not limited to, the [Telecommunications Act\\*](#), S.C. 1993, c. 38, as amended, (*Telecommunications Act*), the Canadian Radio-television and [Telecommunications Commission Unsolicited Telecommunications Rules\\*](#), as may be amended from time to time, (see URL: <http://www.crtc.gc.ca/eng/trules-reglest.htm>) (the *Unsolicited Telecommunications Rules*), the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, (*PIPEDA\**), the [Telephone Consumer Protection Act of 1991\\*](#), *FTC regulations*, and the [Can-Spam Act\\*](#).

Protus reserves the right at all times to disclose any information as Protus deems necessary to satisfy any applicable law, regulation, legal process or governmental request. Protus reserves the right but is not obligated to review the content of any of your messages for compliance with this Agreement and other legal requirements upon receipt of a complaint. Protus further reserves the right to take any other action with respect to the Services that Protus deems necessary or appropriate, in its sole discretion, if Protus believes you or your information may create liability for Protus or others, compromise or

disrupt the Services for you or other Customers, or cause Protus to lose (in whole or in part) the services of Protus' ISPs or other suppliers.

You agree to indemnify and hold Protus (and its Affiliates and Suppliers) and its agents, business associates, resellers, licensors, and suppliers (collectively, Suppliers) harmless from any and all direct, indirect or consequential claims, losses, damages, judgments, expenses and costs (including, but not limited to, any attorney's fees and expenses) arising out of your use of the Services, your violation of the Agreement, and the delivery of any of your messages and documents using the Services, or the infringement of any trademark or copyright by you.

## 10. OWNERSHIP

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Services are wholly owned by Protus and/or its licensors and service providers except where expressly stated otherwise.

## 11. RULES REGARDING FAX AND VOICE NUMBERS

You understand and agree that you are not the owner of any Protus fax or voice number (Protus Number) assigned to you by Protus. Ownership of any such Protus Number is vested solely in Protus (which will assign such number to you for your use during the term of this Agreement), who is the Customer of Record for such Protus Number. You understand and agree that following the termination of your Protus account for any reason, such Protus Number may be re-assigned immediately (although there is typically a transition period) to another customer, and you agree that neither Protus nor its Affiliates or Suppliers will be liable for damages (including consequential or special damages) arising out of any such re-assignment, and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if Protus or any of its Affiliates or Suppliers have been advised of the possibility of damages.

BECAUSE PROTUS IS THE CUSTOMER OF RECORD OF ALL PROTUS NUMBER(S) PROVIDED AS PART OF THE SERVICES, PROTUS HAS CERTAIN RIGHTS WITH RESPECT SUCH PROTUS NUMBER(S), INCLUDING WITHOUT LIMITATION CERTAIN RIGHTS RELATING TO PORTING OF SUCH PROTUS NUMBER(S) ("PORTING" IS CAUSING OR ATTEMPTING TO CAUSE NUMBER(S) TO BE TRANSFERRED, SWITCHED OR OTHERWISE MOVED TO ANY OTHER SERVICE PROVIDER, TELEPHONE CARRIER OR ANY OTHER PERSON OR ENTITY). AS THE CUSTOMER OF RECORD FOR ALL PROTUS NUMBER(S), PROTUS HAS THE DIRECT RELATIONSHIP WITH THE TELEPHONE COMPANY THAT PROVIDES THE UNDERLYING TELECOMMUNICATIONS THAT SUPPORT THE SERVICES YOU RECEIVE FROM PROTUS. YOU UNDERSTAND AND AGREE THAT PROTUS IS NOT, ITSELF, A TELEPHONE COMPANY AND IS THEREFORE NOT UNDER ANY LEGAL OBLIGATION TO PERMIT YOU TO PORT ANY PROTUS NUMBER(S) PROVIDED UNLESS YOU SATISFY THE PROVISIONS IN SECTION 11 (a) BELOW.

YOU UNDERSTAND AND AGREE THAT YOU ARE EXPRESSLY PROHIBITED FROM CAUSING OR ATTEMPTING TO TRANSFER THE PROTUS NUMBER ASSIGNED TO YOU TO ANY OTHER SERVICE PROVIDER, TELEPHONE CARRIER OR ANY OTHER PERSON OR ENTITY UNLESS YOU SATISFY THE PROVISIONS IN SECTION 11 (a) BELOW. IN THE EVENT YOU VIOLATE THE FOREGOING PROVISION, YOU AGREE TO IMMEDIATELY RETURN THE PROTUS NUMBER(S) TO PROTUS, AND PAY PROTUS AN AMOUNT EQUAL TO \$500 CAD (OR THE EQUIVALENT IN LOCAL CURRENCY). YOU AUTHORIZE PROTUS TO CHARGE YOUR ACCOUNT CREDIT OR DEBIT CARD OR TAKE ANY OTHER MEASURES REQUIRED TO COLLECT THIS PAYMENT AND TO CAUSE THE PROTUS NUMBER(S) TO BE RETURNED TO PROTUS. YOU AGREE THAT THIS PAYMENT REPRESENTS LIQUIDATED DAMAGES REFLECTING A REASONABLE MEASURE OF THE ACTUAL OR ANTICIPATED HARM, DAMAGES CAUSED AND ADMINISTRATIVE FEES INCURRED

BY PROTUS FROM SUCH VIOLATION IN LIGHT OF THE DIFFICULTIES OF PROOF OF LOSS AND THAT THIS PAYMENT IS NOT A PENALTY. SOME NON-U.S. JURISDICTIONS DO NOT ALLOW LIMITATIONS TO BE PLACED ON YOUR RIGHT TO PORT THE PROTUS NUMBER ASSIGNED TO YOU, SO SOME OF THESE LIMITATIONS MAY NOT APPLY IF THE PROTUS NUMBER(S) ASSIGNED TO YOU IS/ ARE LOCATED IN SUCH A JURISDICTION.

a. Telephone Numbers Ported In

IF YOU "PORTED IN" ANY TELEPHONE NUMBER(S) IN CONNECTION WITH YOUR USE OF SERVICES, OR YOU ARE ENTITLED TO "PORT OUT" A TELEPHONE NUMBER UNDER NON-U.S. LAW, YOU MAY "PORT OUT" SUCH NUMBER(S) IN CONNECTION WITH TERMINATING YOUR ACCOUNT ONLY IF YOU SATISFY THE FOLLOWING REQUIREMENTS: (i) YOU PROVIDE WRITTEN NOTICE TO PROTUS OF YOUR INTENTION TO "PORT OUT" SUCH TELEPHONE NUMBER(S) NO LATER THAN THIRTY (30) DAYS AFTER THE DATE OF TERMINATION OF YOUR ACCOUNT (THE "PORTING NOTICE PERIOD"); (ii) YOUR NEW TELEPHONE CARRIER PROVIDES PROTUS'S TELEPHONE CARRIER WITH A DULY EXECUTED PORTING REQUEST PRIOR TO THE EXPIRATION OF THE PORTING NOTICE PERIOD; (iii) YOU HAVE PAID PROTUS FOR ALL SERVICES PROVIDED TO YOU PRIOR TO THE DATE YOU PROVIDE NOTICE OF YOUR INTENT TO TERMINATE YOUR ACCOUNT; AND (iv) PRIOR TO THE EXPIRATION OF THE PORTING NOTICE PERIOD, PROTUS HAS RECEIVED AN ADMINISTRATIVE FEE TO COVER ITS REASONABLE COSTS ASSOCIATED WITH PROCESSING THE PORT IN AN AMOUNT OF \$40 CAD (OR THE EQUIVALENT IN LOCAL CURRENCY) PER TELEPHONE NUMBER. YOU HEREBY AUTHORIZE PROTUS TO CHARGE YOUR CREDIT OR DEBIT CARD IN THE APPLICABLE AMOUNT FOR SUCH ADMINISTRATIVE FEE. THE PORTING PROCESS CAN BE LENGTHY; IF YOU WOULD LIKE TO MAINTAIN YOUR SERVICES DURING THE PORTING PROCESS, YOU MUST MAINTAIN YOUR ACCOUNT IN AN ACTIVE STATUS AND NOT TERMINATE YOUR ACCOUNT UNTIL THE PORTING OUT IS COMPLETE. REGARDLESS OF WHEN THE PORT OUT IS COMPLETE, YOU WILL CONTINUE TO BE RESPONSIBLE TO PAY ALL APPLICABLE ACCOUNT FEES WITH RESPECT TO THE TELEPHONE NUMBERS UNTIL YOU FORMALLY TERMINATE YOUR SERVICE. IF YOU FAIL TO SATISFY ANY OF THE FOREGOING REQUIREMENTS, PROTUS SHALL REMAIN THE CUSTOMER OF RECORD OF THE NUMBER(S) AND YOU ARE EXPRESSLY PROHIBITED FROM CAUSING OR ATTEMPTING TO CAUSE SUCH NUMBER(S) TO BE TRANSFERRED TO ANY OTHER SERVICE PROVIDER, TELEPHONE CARRIER OR ANY OTHER PERSON OR ENTITY. PROTUS ALSO RETAINS THE RIGHT TO RECLAIM THE NUMBER(S) FROM YOU AFTER THE NUMBER(S) ARE PORTED OUT IN CONTRAVENTION WITH THESE REQUIREMENTS AND TO CHARGE YOUR CREDIT OR DEBIT CARD THE \$500 CAD (OR THE EQUIVALENT IN LOCAL CURRENCY) IN LIQUIDATED DAMAGES SET FORTH ABOVE. YOU UNDERSTAND AND AGREE THAT EVEN IF YOU SATISFY THE REQUIREMENTS SET FORTH IN THIS SECTION 11 (a), TECHNICAL OR PROCEDURAL DIFFICULTIES OR INTERRUPTIONS MAY OCCUR WHEN ATTEMPTING TO PORT OUT THESE NUMBERS (E.G. WHEN NO PORTING AGREEMENT EXISTS BETWEEN YOUR AND OUR TELEPHONE CARRIER OR FOR ANY OTHER REASON) AND SUCH DIFFICULTIES OR INTERRUPTIONS MAY PREVENT YOUR NEW CARRIER FROM PORTING THE NUMBERS. PROTUS IS NOT RESPONSIBLE FOR SUCH TECHNICAL OR PROCEDURAL DIFFICULTIES OR INTERRUPTIONS AND YOU WILL RECEIVE NO REFUND OF YOUR ADMINISTRATIVE FEE.

b. Reassignment of Telephone Numbers

YOU UNDERSTAND AND AGREE THAT FOLLOWING THE TERMINATION OF YOUR SERVICES FOR ANY REASON, THE PROTUS NUMBER(S) ASSIGNED TO YOU MAY BE IMMEDIATELY RE-ASSIGNED TO ANOTHER CUSTOMER. YOU AGREE THAT NEITHER PROTUS NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING



OUT OF ANY SUCH RE-ASSIGNMENT, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH RE-ASSIGNMENT, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF PROTUS OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

You Further Understand And Agree That Protus May, From Time To Time, Need To Change The Protus Number Assigned To You (Whether Due To An Area Code Split Or Any Other Reason Whether Outside Or Within Protus' Control). You Agree That Protus And Its Affiliates And Suppliers Will Not Be Liable For Damages (Including Consequential Or Special Damages) Arising Out Of Any Such Change In The Protus Number Assigned To You, And You Hereby Waive Any Claims With Respect To Any Such Change, Whether Based In Contract, Tort Or Other Grounds, Even If Protus Or Any Of Its Affiliates Or Suppliers Has Been Advised Of The Possibility Of Damages.

You hereby acknowledge and agree that Protus, as owner of all Protus Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes including, but not limited to claims under the *Telephone Consumer Protection Act of 1991*, the *Telecommunications Act*, the *Unsolicited Telecommunications Rules*, *PIPEDA*, and the *Telephone Consumer Protection Act of 1991* and, to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to Protus.

#### c. No Right to Charge Third Party Services to Protus Numbers

You agree that you are not authorized to charge services provided to you or at your request to the Protus Number assigned to you by Protus and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. You are responsible for any such charges, and any such charges will give Protus the right to immediately terminate your Protus account without notice.

## 12. UNSOLICITED MARKETING

**The transmission of unsolicited telemarketing phone calls, faxes and email is regulated in the United States under the [Telemarketing Sales Rule\\*](#), the [Federal Telephone Consumer Protection Act\\*](#), the [Can-Spam Act\\*](#), as well as other statutes and regulations, and in Canada under the [Telecommunications Act\\*](#), the [Unsolicited Telecommunications Rules\\*](#) and [PIPEDA\\*](#) and may also be regulated under the laws of a number of other countries, states and provinces. Unsolicited marketing in violation of such laws through the Services is prohibited and a material violation of this Agreement.**

Protus understands that receipt of unsolicited faxes can impair your use of our Services. Accordingly, Protus may develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. At Protus' option and without further notice, Protus may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them. You may flag a fax as spam using the tools in MyFaxCentral.

If you believe that you are in receipt of an unsolicited fax advertisement, you should take the following two steps:

- a) If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and
- b) Please go to the following web page to submit a suspect fax to Protus for investigation by inserting the required information and including a copy of the offending fax:  
[http://www.myfax.com/report\\_fax\\_spam.asp](http://www.myfax.com/report_fax_spam.asp).

We will investigate your submission and determine if the fax/voicemail number

referenced in the spam email or spam fax is a Protus Number. If it is, we will attempt to prevent such faxes from reaching your account.

For Campaigner Customers you agree to abide by the terms of the [Campaigner Anti-Spam Policy](#).

### 13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO THE SERVICES OR ANY OTHER PRODUCT, DOCUMENTATION OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH. PROTUS FURTHER EXPRESSLY DISCLAIMS GUARANTEE OF CONTINUED AVAILABILITY OF THE SERVICES OR ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, MARKETING LITERATURE OR COLLATERAL OR STATEMENTS REGARDING PERFORMANCE OF THE SERVICES BY PROTUS WHICH IS NOT CONTAINED IN THIS SECTION SHALL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION, AND SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON PROTUS.

NONE OF PROTUS NOR ANY OF ITS AFFILIATES OR SUPPLIERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS OR OTHER DIFFICULTIES OUTSIDE OF PROTUS' OR ANY SUCH AFFILIATES' OR SUPPLIERS' CONTROL WHICH COULD LEAD TO ANY DELAY, INTERRUPTION OR MISDIRECTION OF FAX, VOICE OR DATA DELIVERY SERVICE TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY PHONE OR FAX MACHINES, DATA STORAGE AND/OR DELIVERY SERVICES.

THE AGGREGATE LIABILITY OF PROTUS, ITS AFFILIATES OR SUPPLIERS, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH OR FAILURE OF AN ESSENTIAL PURPOSE), TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURENCES SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNTS PAID BY CUSTOMER TO PROTUS WITH RESPECT TO THE SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT SHALL PROTUS, ITS AFFILIATES OR SUPPLIERS OR AFFILIATES OF ANY OF THEM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF BUSINESS, LOSS OF REVENUES OR PROFITS, LOSS OF DATA OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERIES, SERVICE INTERRUPTIONS, PERFORMANCE OR FAILURE OF THE INTERNET OR PROTUS' INTERNET SERVICE PROVIDER, OR DELETION OR FAILURE TO SAVE DELIVERIES), EVEN IF PROTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE.

IN THE EVENT APPLICABLE LAW DOES NOT PERMIT SUCH EXCLUSIONS TO BE COMPLETELY DISCLAIMED, THESE EXCLUSIONS SHALL BE INTERPRETED AS NECESSARY TO GIVE PROTUS THE FULL BENEFIT OF ANY DISCLAIMER OR LIMITATION AS PERMITTED BY APPLICABLE LAW.

### 14. TERMINATION

If you are an Online or month-to-month Subscriber or have a "Pay as you Go" account:

You may cancel the Services at any time by calling +1-613-733-0000.

If you have a signed Written Agreement with Protus the termination provision found in the Written Agreement applies.

Protus reserves the right to suspend or terminate Services if Protus, in its sole discretion, believes that the Services are used for a purpose that is unlawful or prohibited by this Agreement or any notices.

Protus shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. Protus shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent message to you or any third party.

Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

## 15. JURISDICTION AND GOVERNING LAW

You agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (except its choice of laws rules), and you hereby consent and attorn to the jurisdiction of such province and agree that all disputes shall be tried in the city of Ottawa, Ontario. You expressly waive any right, and agree not to have any dispute under the Agreement tried or otherwise determined by a jury, except where required by law.

## 16. SURVIVAL

Any exclusion or limitation of Protus' liability specified in this Agreement shall survive the expiration or termination of this Agreement for any reason.

*\* These links are provided as a courtesy only and are not intended and should not be construed to constitute legal advice by Protus.*

October 2002  
Revised Dec. 2011

**PHYSICIAN LOCUM SERVICES**

Information regarding recruitment of physicians to serve as locums to provide relief temporary relief in rural areas.

**CROSS REFERENCE**

For Steering Committee agendas and minutes, see Physician Locum Coordinator. For physician placement packages, see Physician Locum Coordinator office.

			<b>L</b>	<b>A</b>	<b>SA</b>	<b>FD</b>
970	-0	Policy				
	-1	General	PLS			
		/Rural Locum - Agreement - Send to BB & TS	PrA			
	-2	Complaints and correspondence	PrA			
	-3	CPSA	PLS			
	-4	Evaluations	PLS			
	-5	Contracts	PLS			
	-6	Locum Programs	PLS			
	-7	Locum C.V.'s	PLS			
	-8	Specialist Locum	PLS			
	-9	Old Request	PLS			
	-10	Recruitment	PLS			
Dec.8/11		PLS Billing Records	PLS	1	10	D
		- retained on-site 1 year then Iron Mountain				
		*these records <b>must be</b> shredded in the year following SA				
Dec.8/11		PLS Audit logs for billing records	PLS	1	10	D
		*these e-logs <b>must be</b> destroyed in the year following SA	ISG	1	10	D

**Health Information Act:** s. 56.6 (2); s. 41 (2) retention recognized as superseding retention quoted in Alberta Health Insurance Regulation.

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A=Active L=Location SA=Semi Active FD=Final Disposition AP=Active Period  
D=Destroy P=Permanent S=Superseded

APHP=Alberta Perinatal Health Program ARP-PMO=Alternate Relationship Program-Practice Management Office  
C=Central Filing CA=Corporate Affairs CME=Continuing Medical Education Ex=Executive F=Finance  
HE=Health Economics I=Insurance IOF=Insurance Operating Fund ISG=Information Systems Group  
M=Member MLR=Medical Liability Reimbursement PA=Public Affairs PCI=Primary Care Initiative  
PLS=Physician Locum Services POSP=Physician Office System Program  
PrA=Professional Affairs R&P=Records & Privacy TOP=Toward Optimized Practice

## **AMA RECORDS CLASSIFICATION SYSTEM**

### **SUMMARY**

Scope Notes describe the records which are included and excluded within secondary classifications.

The Records Retention Schedule provides retention limits for each record series maintained by the organization.

### **RETENTION VALUE**

Records are retained only if they are of value to the organization. Records may be of value in any of the following ways:

1. *Administrative Value* – The record is required for staff to perform their duties
2. *Audit Value* – The record is part of audit requirements within the organization.
3. *Regulatory Value* – Government regulations exist which require the record to be maintained.
4. *Legal Value* – The record provides evidence to support the organization’s position in a legal proceeding.
5. *Historical Value* – The record is of lasting importance in documenting the organization’s development.
6. *Archival Value* – The record has significant research value.

### **RETENTION LIMITS**

Retention limits shown in “Records Classification System” have been developed taking all of the above types of values into account. Where a record series has value for more than one reason, the longest value is used.

### **LAYOUT OF SYSTEM**

The Records Classification System is divided into six sections as follows:

1. *Number Range* - The assigned primary and secondary classification code for the record series.
2. *Subject Heading* - The subject associated with the file code - (eg Finance). Beneath the subject heading, point form scope notes are provided to document what is included to document what is included.
3. *Cross References* - Other subjects that may be associated. This section provides information about which records are excluded under the classification.
4. *Location of Record* - The department which controls the original records.
5. *Retention* - The length of time for which the records are considered active (eg how long the records in the series are filed in the filing cabinets. Also includes the length of time for which records are kept in the inactive records storage facility.
6. *Final Disposition* - How the record series is disposed of when it has reached its retention limit.

**READING THE SCHEDULE**

All retention limits shown exclude the current year (e.g. A total retention of 6 is read as “current year plus 6 years)

**ABBREVIATIONS**

The following abbreviations are used in the schedule:

- *S (Superseded)* A record is considered superseded when it is replaced by a more current record, such as a new policy.
- *P (Permanent)* Records with a permanent total retention are never destroyed but may be placed in storage.
- *T (Terminated)* A record is considered terminated when the subject to which it pertains is closed in some way (e.g. An employee record is terminated when the employee leaves the organization)
- *D (Discarded)* A record may be considered eligible for discarding when the subject to which it pertains is closed in some way and the contents of the record are not considered to be confidential
- *AR (Archival Selection)* – Records identified as subject to archival selection

**LOCATION ABBREVIATIONS**

- Central – Central filing
- Corp Aff – Corporate Affairs filing
- CME – Continuing Medical Education filing
- CPG – Clinical Practice Guideline filing
- Exec – Executive Office filing
- Fin – Accounting & Finance filing
- HP&E – Health Policy & Economics filing
- IOF – Insurance Operating Fund filing
- ISG – Information Systems Group filing
- Mem – Membership filing
- MLR – Medical Liability Reimbursement filing
- PA – Public Affairs filing
- Prof Aff – Professional Affairs filing
- RA – Records Administrator filing
- RCC – Reproductive Care filing
- RL – Rural Locum filing

## **RESPONSIBILITIES**

### **POLICY**

Each individual is responsible for the daily operations of the Records Program maintenance of the Records Classification System

### **STAFF**

The staff shall be responsible for:

1. Establishing regular communication with the Records Administrator regarding all aspects of the Records Management Program.
2. Remove all outdated material from their manuals and replace with updates distributed by the Records Administrator
3. Notify the Records Administrator of problems or concerns.
4. Maintain a current list of active file titles.
5. Notify the Records Administrator promptly of any suggested new headings or modifications required in the Records Classification System.
6. Prepare new folders when necessary.
7. Advise the Records Administrator of any records not listed in the Records Retention Schedule.
8. Inform the Records Administrator of any modifications to the schedule.
9. Purge inactive records.
10. Maintain an adequate amount of filing supplies for daily requirements.

The Records Administrator shall be responsible for:

### **RECORDS ADMINISTRATOR**

1. Act as a liaison whenever required, between departments and inactive storage.
2. Establish regular communication with departments regarding all aspects of the Records Management program.
3. Ensure all departments are following the guidelines outlined.
4. Provide training for new users.
5. Distribute revisions of the Records Manual to users
6. Ensure filing equipment and supplies purchased meet the filing system standards.
7. Evaluate suggested additional headings from the departments and incorporate the necessary headings into the Records Classification System.
8. Assign retention dates and disposition requirements to new records.
9. Update the retention dates and disposition requirements in accordance with legislation changes.
10. Maintain the originals of the Records Retention Schedule.

### **ADDING PRIMARY CLASSIFICATION CODES**

#### **POLICY**

Primary classifications have been carefully chosen to include all necessary subjects. However, if a classification must be added, the Records Administrator is the only person with authority to do so.

#### **STAFF**

1. The staff will notify the Records Administrator of the subject not current covered.

2. Place updates in your manuals and destroy old pages

3. Affix new labels to present files if the coding changes apply to department.

#### **RECORDS**

#### **ADMINISTRATOR**

1. Determine if a subject requires a new primary classification or it can be accommodated by creating a new secondary classification under one of the primaries.

2. Choose a name for the subject, in conjunction with the user department and thinking of the AMA in general.

3. Ensure that the number block used to represent the new primary classification is not already used in the system.

4. Review all secondary classifications and reassign any which are directly related to the new primary classification.

5. Update all applicable records classification documentation.

6. Distribute updates to all users.



### **CHANGING SCOPE NOTES**

**NOTE**

It is necessary from time to time to change either the scope of the retention of a record for classification. The Records Administrator is the only persons with authority to change the scope or retention limits of classification, in discussion with the users areas.

**STAFF**

1. Notify the Records Administrator of the necessary change.
2. Place updates in manual and destroy old pages.

**RECORDS  
ADMINISTRATOR**

1. Determine if the change is necessary. If the scope of a classification is becoming too broad, consider adding a secondary classification code. Avoid unduly long retention periods.
2. Change the "Includes" & "Excludes" entries on the Scope Notes/Retention Schedule to modify the scope of the secondary classification.
3. Update all documentation and distribute updates to all users.

## **CLASSIFYING RECORDS**

### **NOTE**

To assist the user in classifying records.

Once a file code has been assigned to a record, write the code in the top right corner of the document. This makes it easy to refile the record once it has been removed from the record.

### **STAFF**

1. Read and analyze the record to determine the subject by which it will most likely be requested.
2. Refer to the Keyword index and obtain the classification file code.
  - If you cannot find the subject in the Keyword Index, determine the primary classification and look in the associated secondary classifications.
  - If a suitable secondary classification is not available, notify the Records Administrator for assistance.
3. Review your departmental file list and identify the appropriate file for the document.
4. Write the file code and file title on the top right corner of the record.
5. If the document requires a cross reference, use the template in g:\filing called "crossref.dot". On the document, write and name of the record that the cross reference will be filed on with an (x) in front of it and once the cross reference has been completed, place a check mark in front of the (x). Forward the cross reference to the appropriate record.
6. File the record in the appropriate folder.
7. Forward records to the appropriate person if the record is not filed in your department.

### **RECORDS**

### **ADMINISTRATOR**

1. Provide training to users on classifying records.
2. Ensure that an electronic version of the cross reference is available for staff use.

### **RETRIEVING & REFILING ACTIVE RECORDS**

#### **POLICY**

Controls must be maintained when retrieving and refiling records or files to ensure that they are not lost or misfiled and to aid with quick retrieval.

#### **STAFF**

1. Determine the file required and applicable file code. Refer to the file listings. If necessary, refer to the Keyword Index
2. Retrieve the required file.
3. Complete an Out Guide for every record or file retrieved.
4. Place completed Out Guide in the exact location from which the file was retrieved.
5. If responsible for refiling document:
  - Locate the corresponding Out Guide
  - Remove any documents from the Out Guide and file them in the file folder in chronological order
  - Refile the folder in the correct location.

### **LISTINGS OF CURRENT RECORDS**

#### **POLICY**

Each user is responsible for maintaining a current listing of active file kept by their department.

#### **STAFF**

1. List all active files in the order in which they appear in each filing cabinet. This list will be called the "File Listing".
2. Indicated classification code assigned to each file.
3. As each new file is created, add it to the list and forward to the Records Administrator
4. As each file is permanently removed from the system through approved transfer or destruction, delete it from the list and have the Records Administrator update the system.
5. Date each revised version of the listing. Destroy old listings and update all copies.
6. Discuss any additions/changes to the file listing with the Records Administrator

#### **RECORDS**

#### **ADMINISTRATOR**

1. Update Records Classification System and Keyword Index on a monthly basis.
2. Distribute new documentation to users

## **MAINTAINING THE SYSTEM**

### **NOTE**

Neatness and a sense of order are important for the Records Management Program to work well. Recommendations for maintenance of files on daily and annual basis are as follows:

### **DAILY MAINTENANCE**

- Keep all files neat and orderly in the filing cabinets
- Arrange the records within each folder in chronological order, with the latest information on the top of the file.
- Ensure that all attachments are stapled or clipped to the relevant documents
- Sort filing according to the Records Classification System
- Ensure that the information is hole punched neatly.
- Ensure that the information is secured in the file folder using pins and compassors
- Prepare an additional file folder, when the original folder reaches a capacity of  $\frac{3}{4}$ ". Indicate the dates on the labels of both folders and labels them as volume 1 of 2, volume 2 of 2, etc. Keep the files together in the cabinets.
- Use the creases (score marks) on the bottom of the folder as the contents grow.
- Replace worn folders promptly.
- Purge all files according to the Records Retention Schedule (in development) and the calendar year.
- Transfer inactive records to the Inactive Records Storage area according to the Records Retention Schedule (under development).

### **ANNUAL MAINTENANCE**

## GLOSSARY

<b>Active Record</b>	A record series that is referred to more than once per file drawer per month, regardless of age
<b>Active Retention Period</b>	The period of time in which the official copy holder maintains the record
	RETENTION CODES (In years unless otherwise specified)
	Code            Meaning
	C                Current Year
	P                Permanent
	#                Number of Years
	Mo.             Months
	R                Year of latest Registration
	T                Termination of transaction (category of contracts)
	U                Until updated
<b>Address</b>	Location of the master or copy holder
<b>Administrative Record</b>	A record, usually of short-term value, which performs a routine service in such functions as administration, finance, personnel, buildings, land and property, equipment and supplies or general services. Also called a housekeeping record.
<b>Alphabetical Filing</b>	The file of records alphabetically by subject or case title.
<b>Alphanumeric</b>	A filing system combining alphabetic and numeric symbols to develop codes for classifying information.
<b>Archival Records</b>	Records or other materials worthy of permanent preservation for historical, fiscal or legal reference and research.
<b>Archival Selection</b>	The selection of files for transfer to an archive, according to the records retention scheduling or a sampling of records based on some predetermined criteria.
<b>Archive</b>	An area utilized for storage of inactive records, manuscripts, papers and memorabilia that are retained permanently for the benefit of the scholar and posterity.
<b>Block Numeric Subject File Classification System</b>	System where subjects are arranged in blocks of related primary subject which are assigned primary numbers. Primary subjects break down into sub-subjects or secondaries which are numbered in sequence, followed by tertiary subjects where necessary. The Block-Numeric system is the standard subject file system in the Alberta Medical Association.
<b>Bring Forward (BF)</b>	A control system to ensure that files and records not currently required are set aside to be reissued to the same personnel on a prescribed future date
<b>Calendar Year</b>	The period from January 1 to December 31
<b>Card File</b>	An orderly arrangement of selected items of information recorded on separate cards.
<b>Case File</b>	A file containing all material relating to a specific action, event, person, place or thing, usually filed by name or number
<b>Category</b>	Part of a record classification system that relates to a broad grouping of records having a similar function
<b>Catalogue</b>	A list of subjects, sometimes with brief descriptions, in book form, on cards or on a computer
<b>Centralized Files</b>	The files of a department or group of departments physically brought together in one location
<b>Charge Out</b>	The procedure of recording the removal of papers from a file, or the loan of the entire file to indicate its whereabouts
<b>Chronological Filing</b>	Filing in sequence according to date. When records are filed chronologically, the most recent date is usually on top.

<b>Closed File</b>	A collection of related papers on which action is completed.
<b>Closed Volume</b>	The part of a case file made inactive by opening a new volume of the same case.
<b>Color Coding</b>	A specific using coloured filing signals, to detect misfiles or to locate a specific file. It is very effective with numerical and alphabetical filing systems.
<b>Common Records</b>	Records found in most departments
<b>Computer Assisted Location Systems (CAL)</b>	Systems that keep track of records as they circulate through the organization
<b>Computer Assisted Retrieval (CAR)</b>	A system that combines on-line and supportive textual or graphic information into a common system controlled by and accessed through a computer terminal
<b>Computer Output Microfilm (COM)</b>	A process of converting the data in magnetic media directly onto microfilm by means of a cathode ray tube, electron beam or other electronic process.
<b>Confidential Records</b>	Records for which access is restricted in accordance with established organizational and legislative guidelines
<b>Convenience Files</b>	Extra copies of papers or publications kept near the user for convenient reference.
<b>Copy</b>	A reproduction of the contents of an original communication simultaneously or separately produced.
<b>Correspondence</b>	Any records or communication consisting of incoming or outgoing letters, memoranda, routing slips, postcards and telecommunications in paper or electronic format.
<b>Correspondence Management</b>	The function used to regulate the volume of correspondence processed and to establish uniform systems for filing, maintaining and retrieving.
	The application of management techniques to correspondence practices to increase efficiency, improve quality and reduce costs.
<b>Cross Reference</b>	A notation in a file or on a list showing that record has been stored elsewhere.
	It may be a notation in a file or an interfiled printed sheet, a photocopy or carbon copy of the original document which indicates the filing location of the original records when the subject matter of that document might be referred to under a different heading.
<b>Cut-Off Date</b>	Date on which a file folder is made a closed volume preparatory to opening a new file folder for continuing material usually at the end of a calendar or fiscal year.
<b>Decentralized Files</b>	Records physically located and maintained in or near the offices responsible for the functions for which the records are created and used
<b>Department</b>	The Alberta Medical Association office involved in preparing and maintaining the schedule of the records listed on a given page of this schedule
<b>Destruction</b>	The physical disposal of records by means of burning, pulping, shredding, disintegration or sale as salvage for recycling
<b>Destruction Notification</b>	A general letter or detailed listing sent to announce the scheduled destruction of a department's records.
<b>Destruction Schedule</b>	An official form for authority to destroy a group of records no longer needed. The schedule when signed, consists of a one-time authority to destroy ONLY those records listed on it.
<b>Direct Access Filing</b>	A system which permits access to files without reference to an index
<b>Direct Transfer</b>	See transfer
<b>Dispersal</b>	The act of placing copies of Vital Records in locations other than those housing the originals. May be "built-in" as part of the existing procedures, "improvised" by rerouting data, or "created" to provide the needed copy for dispersal.

<b>Disposal</b>	The process of destroying obsolete records.
<b>Disposition of Official Copy</b>	The action taken by the master record holder to retain or destroy the document. Code meaning: D Destroy SR Selective Retention P Permanently retained under the authority of the master record holder.
<b>Document Title</b>	The common name for a particular document.
<b>Drawing</b>	A line drawing on any subject usually freehand and in one colour.
<b>Duplicate</b>	See copy
<b>Effective Date</b>	Date on which the schedule takes effect for the AMA.
<b>Equipment Surveillance</b>	Action taken under a records program to review all requests for procurement of filing equipment. Requests are checked against department use of retention schedules to determine if addition of equipment is justified or to determine whether proper type of equipment is being requested
<b>Essential Records</b>	See vital records
<b>Evacuation</b>	Removal of all vital records during an emergency to a safer location
<b>Evidential Value</b>	The value of a record that documents the history of an organization
<b>Exception Reporting</b>	Reports which are made only when conditions are other than normal
<b>Facsimile (FAX)</b>	The digitization of a document to transmit it over the telephone lines, reproducing the dimensions and content of the original.
<b>File</b>	A collection of information in paper, micrographic or magnetic form arranged in logical sequence in accordance with an established system on a specific person, organization, place or thing.
<b>File Break</b>	See cut off date
<b>File Classification System</b>	A logical and systematic arrangement of files into subject groups or categories based on some definite scheme of natural relationships using numbers and/or letters for identification
<b>File Folder</b>	A folder (plain or coloured, blank or imprinted, kraft or manila paper, usually tabbed) to house correspondence or documents.
<b>File Integrity</b>	A degree of accuracy and completeness that ensures the total reliability of information or data contained within manual or electronic records.
<b>File Jacket</b>	See file folder
<b>File Maintenance</b>	A systematic inspection of files in which worn files folders are replaced, torn documents re mended, duplicated copies are removed, possible misfiles located and proper sequence of contents restored.
<b>File Manual</b>	A publication to aid and control filing, with details and procedures on the application and operation of a particular file classification system.
<b>File Plan</b>	A list of files in subject groups arranged according to natural relationships as indicated by a file classification system using numbers and/or letters for identification.
<b>File Station</b>	Any location at which documents in current use are organized and maintained for retrieval purposes.
<b>Filing</b>	The process of sorting, arranging, classifying, cross referencing, storing and retrieving records in accordance with an established system so that they may be found quickly when needed.
<b>Filing Arrangement</b>	A logical arrangement of records in a record series, based on a file classification system.
<b>Filing System</b>	A planned method of indexing, identifying and arranging records so they may be retrieved when needed (including guides and folders required by the method).
<b>Fiscal Year</b>	The 12 month period upon which the financial condition of the organization is determined.

<b>Floor Load</b>	The capacity of a floor area to support a given weight expressed in terms of pounds per square foot.
<b>Flowchart</b>	A graphic illustration of the procedural steps in an operation.
<b>Follow-up</b>	A checking control to effect the timely and proper return of borrowed documents to the files, usually slips or copies dated for attention when further action is due.
<b>Form</b>	Any media with blank spaces for the insertion or choice of variable data used to record, transmit or store information.
<b>Form Letter</b>	A letter prepared in advance for use in recurring situations.
<b>Forms Analysis</b>	The process of determining what information should be provided on specific forms.
<b>Forms Management</b>	The function which assures that unneeded forms do not exist and that needed forms are designed, produced and distributed economically and efficiently.
<b>Function</b>	The field of activity or subject matter of an individual or unit.
<b>General Schedule</b>	A retention schedule covering records for the entire organization.
<b>Geographic File Guide</b>	Arranging files alphabetically according to location. A divider used in files to identify sections of a file and to provide physical support for the records.
<b>Guide Letter</b>	A letter drafted in advance of its actual use and used as a pattern in the preparation of individual letters, but not printed or stocked.
<b>Holdings</b>	The total volume of records stored in a records centre or other depository.
<b>Housekeeping Record</b>	A record usually of short-term value, which performs a routine service in such functions as administration, finance, personnel, buildings, land and property, equipment and supplies or general services. Also called an Administrative Record.
<b>Inactive Record</b>	A record with low reference activity, usually less than one reference per file drawer per month.
<b>Index</b>	A finding aid, usually an alphabetical list of the names of subjects in a document or a particular body of records or papers. Page references for names or subjects are given.
<b>Indirect Access Filing</b>	Reference to the codes under which the material is filed must be made before the file can be retrieved.
<b>Interfile</b>	The process of putting documents in their proper place in file when they have previously been withdrawn.
<b>Keyword Index</b>	An alphabetical list of records in the records classification system. Used as a quick reference tool to ascertain number and location of record.
<b>Lateral File</b>	Side-open file cabinet, may also be a shelf unit.
<b>Legal Size</b>	Measuring 8 ½" x 14".
<b>Legal Value</b>	Value inherent in records that provides legal proof of a business transaction.
<b>Letter Size</b>	Measuring 8 ½" x 11.
<b>Life Cycle</b>	The three stages (creating, maintenance and disposition) that a record will pass through.
<b>Map</b>	A representation of any part of the earth's surface, on a flat plane and a reduced scale. If on an exceptionally large scale, see plan.
<b>Master Record</b>	The responsible areas designed record for reference, legal and business purposes and is important in the schedule process. In the absence or loss of an original record a "certified copy" is acceptable as a master for legal purposes. In the scheduling process, the original record is sometimes but not always the master copy.
<b>Negative</b>	A photographic image of original copy on paper or film in reverse of that of the original.



<b>Non-Essential Records</b>	Library or museum material made or required and preserved solely for reference or exhibition purposes, extra copies of records preserved only for the reference convenience, working papers, reading file, stocks of publications or printed documents.
<b>Numeric Filing Numerical Forms File</b>	To arrange in ascending or descending number order. All forms in an administrative unit filed in a straight numerical sequence. A separate folder is maintained for each form and may also contain specifications, design and order history, as well as correspondence
<b>Official Copy Holder Operational Records</b>	See master copy holder. Records created or received which pertain to the primary function or mandate of an organization. They are usually unique to the department that created them although there are occasional overlaps
<b>Original Record</b>	The first generation record from which copies may subsequently be made. Also referred to as the document containing an original signature
<b>Out-Guide</b>	A guide to indicate what material has been taken from the file, by whom and when.
<b>Permanent Records</b>	Records which, by law, must be retained for the life of the organization. Records considered to be so valuable or unique in documenting the history of the organization that they are preserved in the archives. They may be retained as Active or Inactive records in accordance with established guidelines.
<b>Plan</b>	A large scale map; a horizontal diagram of a building, indicating the relative positions of the walls, etc and/or their location on the site, hence "site'plan".
<b>Preliminary Survey Primary Subject Project File</b>	See walkthrough Represents the broadest subject matter in a classification system. A file relating to a specific study, survey, task or problem, with findings, conclusions and recommendations.
<b>Purge</b>	The process of clearing out inactive or dead files from active file storage areas for retention elsewhere or for destruction
<b>Re-Activating Records</b>	The act of restoring to Active status an Inactive Record.
<b>Reading File</b>	An extra copy of outgoing correspondence, usually arranged chronologically. Also called a day file or chrono file.
<b>Record</b>	Any paper, book, photograph, microfilm, map, drawing, chart, card, magnetic media, or any copy or print-out thereof, that has been generated or received the organization and pertains to its business. (See also Non-Record Material)
<b>Record Copy</b>	The <u>official</u> copy of the record whatever its format and that which is tracked by the Records Management Program throughout its life cycle.
<b>Record Series</b>	A group of identical or related records that re normally filed as a unit for easy retrieval, and that permit evaluation as a unit for Retention Scheduling purposes.
<b>Records Appraisal</b>	The analysis of records to establish their value, use and period of retention. It includes a review of the administrative, fiscal, legal and archival values of records by record series
<b>Records Centre</b>	A low-cost, centralized area for housing and servicing Inactive or Semi-active Records whose reference rate does not warrant their retention in expensive office space and equipment
<b>Records Disposition</b>	The planning for and/or the physical operations involved in: <ul style="list-style-type: none"> <li>a) the transfer of records from active to in-active storage space.</li> <li>b) the transfer of records to the archives; or</li> <li>c) the authorized destruction of records of no further value.</li> </ul>

<b>Records Inventory</b>	A complete listing of an organization's documents by record series together with sufficient supporting information to enable a proper evaluation of file operations
<b>Records Management</b>	The systematic control of records through their life cycle, from creation to final disposition, irrespective of where the records are created and whether final disposition means transfer to archival files or recycling assuming that needless records will not be created or kept and valuable records will be preserved and available.
<b>Records Management Program</b>	A program instituted to provide efficient handling of records by establishing control for the organization, maintenance and disposition of records.
<b>Records Retention Schedules</b>	A comprehensive schedule which sets a timetable for the life of a record from its inception to its final disposition. Such schedules include provisions for the periodic transfer of records to records centres, as appropriate, as well as provisions for their final disposition or retention.
<b>Records Series</b>	Groups of identical or related records which are normally used and filed as a unit and which permit evaluation as a unit for retention scheduling.
<b>Records Transfer</b>	The removal of records from active storage to inactive records in accordance with established departmental Retention Schedule guidelines.
<b>Reference Frequency Rate</b>	The number of references per month per file drawer.
<b>Reference Material</b>	Usually non-record material including publications and other reproduced materials (used to facilitate the working of an office) much of which is periodically replaced by more current items - a convenience file.
<b>Refiles Report</b>	Documents to be replaced in records storage areas. A written account, prepared at specific intervals, reflecting resource use and status of operations, or providing other administrative information useful in judging progress, forming decisions or directing operations
<b>Reports Management</b>	The phase of management which ensures that administrative reports are kept to a minimum and that those required are well presented, accurate, timely and concise.
<b>Retention of Other Copies</b>	The retention period for duplicate (other) copies as recommended by the Records Administrator in consultation with the official copy holder.
<b>Retention Periods</b>	The archival, administrative, fiscal and legal period of time (stated in the retention schedule) during which records must be kept before they may be disposed of, usually stated in terms of months or years, but sometimes expressed as contingent upon the occurrence of an event (employee termination, contract expiring).
<b>Retention Schedules</b>	See records retention schedule
<b>Retrieval Search</b>	The act of recovering information from a file. Extended investigation of requested information resulting from a request for extraction of data or the need to check additional locations.
<b>Secondary Subject Semi-Active Records</b>	A subordinate subject code representing the first division of a primary subject. Those records that are no longer required for constant referral in the course of daily business, but are still reference on a regular basis. They are usually boxed and stored within the department in non-personnel areas such as closets, parking levels, warehouses, etc.
<b>Stripping Subject Classification</b>	Discarding papers no longer needed from individual file folders. a) the act of analyzing and determining the subject content of a document b) the selection of the subject category under which it will be filed. c) the assignment of the appropriate file number to the document for subsequent retrieval.

<b>Tape</b>	A record produced on (or reduced to) magnetic tape.
<b>Temporary Records</b>	Records that are disposable as valueless after a stated period of time.
<b>Terminal Digit</b>	The arrangement of records in numeric order by final digit, or digits, reading from right to left.
<b>Termination</b>	A retention limit that is applied to a record where the subject of the file has or will end in some way. For example, a patient file is terminated on the date of the last entry in the file by the physician. An employee file is terminated when an employee leaves the organization.
<b>Tertiary Subject</b>	A subordinate subject code - the further division of a secondary subject. The tertiary breakdown is usually the file folder title.
<b>Title</b>	The heading on a guide or folder indicating the material filed behind or within.
<b>Transfer</b>	The documentation and removal of records from the office or origin either to inactive storage in the records centre or to archives.
<b>Transfer Form</b>	A document which lists files and contents in detail to ensure accurate retrieval of records transferred to the records centre, or authorizes the transfer of records to the archives.
<b>Transfer List</b>	A list describing the contents of a group of records which are transmitted from one holding area to another, usually from active files to a records centre.
<b>Vital Records</b>	Records essential to <ul style="list-style-type: none"> <li>a) the resumption and/or continuation of operations,</li> <li>b) the recreation of the legal and financial status of the organization, and</li> <li>c) the fulfilment of obligations to stockholder, employees, and/or outside interests.</li> </ul>
<b>Vital Records Centre</b>	A repository for housing records classified as vital to an organization
<b>Vital Records Master List</b>	A brief outline of protection, usually attached to the retention schedules. Also, a listing, in alphabetical order, of all vital records telling where each is located. This mater list is itself a vital record.
<b>Walkthrough</b>	An informal survey of office and storage areas to determine records holdings and to highlight special problem areas. Also called a preliminary survey.



## **POLICY FOR ELECTRONIC DATA DISPOSAL**

Policy Area	Information Systems Group
Policy Category	Data Protection
Policy Number	ISG-ITP3
Effective Date	November 9, 2010
Date of Last Review	N/A

### **INTRODUCTION**

The Alberta Medical Association (AMA) stores large volumes of electronic data on computer systems and electronic media. . Much of this data consists of confidential and sensitive information, including member records, financial data, personnel records, and corporate information.

AMA is governed by privacy legislation that sets forth responsibilities for protecting this information, including the Personal Information and Privacy Act (PIPA), the Personal Information Protection and Electronic Documents Act (PIPEDA) and the Health Information Act (HIA). As a result, the AMA must ensure appropriate safeguards are in place when disposing of electronic data or devices that store electronic data.

### **BACKGROUND**

Unauthorized disclosure of sensitive information may subject the AMA to legal liability, negative publicity, monetary penalties, and the possible loss of revenue. All sensitive information and licensed software must be properly removed when disposing of computer systems with hard drives, PDAs, and removable media, such as CDs, DVDs, USB drives, Zip disks, diskettes, tapes and smart cards.

Many studies of disk sanitation indicate that simply deleting files from the media or formatting a hard drive is not sufficient to completely erase data so that it cannot be recovered. These studies generally recommend two methods:

1. Destruction - media is destroyed either by physical force or by electromagnetic degaussing.
2. Disk Sanitation - overwriting all previously stored data with a predetermined pattern of meaningless information.



## POLICY DETAILS

The policy details are as follow:

- All computer systems, electronic devices and electronic media must be properly cleaned of sensitive data and software before being transferred outside of the AMA either as surplus property or as trash.
- Computer hard drives must be sanitized by using software that is compliant with industry security standards. Non-rewritable media, such as CDs or non-usable hard drives, must be physically destroyed.
- All equipment with hard drives scheduled for disposition must be accompanied with a form certifying that the drive has been destroyed or sanitized to ensure that un-sanitized hard drives do not leave the AMA.

## POLICY APPLICATION

1. ISG is responsible for the sanitation of all AMA-owned electronic devices and computer systems.
2. ISG is responsible for the disposition of surplus computer systems and electronic devices.
  - a. ISG will properly sanitize all equipment slated for disposition.
  - b. ISG will affix an Electronic Data Disposal Verification Sticker to all computer systems or devices that are designated for disposition. The sticker will indicate that the system has been sanitized, the date, the name and phone number of the person responsible for sanitizing the system.
  - c. ISG will update a disposition log for each sanitized device.
  - d. No computer system will be disposed of without this information.
3. AMA employees are responsible for ensuring that equipment slated for disposal have an Electronic Data Disposal Verification Form affixed prior to releasing to third parties.
  - a. Staff that work with third parties to arrange pick-ups of disposed equipment must ensure that each unit has a disposition sticker prior to releasing said equipment.
4. All AMA employees are responsible for the sanitation of non-reusable electronic media before disposal. Similar to shredding paper reports, CDs



- and other non-rewritable media should be disposed of in available secure shredding bins.
5. ISG is responsible for publishing this policy, associated forms, and a list of compliant disk sanitation software.
  6. ISG will reference the “Guidelines for Media Sanitization” from the National Institute of Standards and Technology (NIST) for recommended sanitation approaches for each type of digital media.

#### **POLICY REVIEW**

This policy must be reviewed annually by ISG to ensure relevance.

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## NETWORK ACCESS POLICY

Policy Area	Information Systems Group
Policy Category	Security/ Access
Policy Number	ISG-ITP6
Effective Date	January 7, 2011
Date of Last Review	N/A

### INTRODUCTION

The corporate network of the Alberta Medical Association (AMA) provides secure access to the organization's confidential and personal information. Clear procedures and processes must be in place to ensure that access to the AMA network and its associated security zones are tightly governed.

Access to the network is defined as access to Information Technology assets that belong to or are attached to the AMA network.

The organization requires a clear, streamlined process for assigning and withdrawing access privileges for all intended users including, but not limited to staff, contractors, members and third party stakeholders.

### POLICY DETAILS

The policy details are as follow:

- Access to networks, internal and external, are granted on an as-needed basis as determined by job responsibilities.
- Authorization for new accounts or additional access rights can only be requested by the user's Manager/Director or Assistant Executive Director.
- All network access privileges granted, withdrawn or changed must be logged for audit purposes.
- All exceptions to policy must be logged by ISG and periodically reviewed for validity.
- All equipment physically connected to the corporate network requires authentication from ISG before it will be able to access the network services.



## POLICY APPLICATION

1. This policy applies to all employees and contractors accessing services within the AMA's secured private network.
2. ISG is responsible to:
  - a. Ensure that appropriate management approvals have been given prior to granting or revoking access privileges.
  - b. Ensure that all additions, changes and deletions to network access are logged for audit purposes.
  - c. Ensure that all exceptions to this policy are logged and reviewed.
  - d. Ensure that all third-party service providers contracted to provide network services understand and adhere to this policy.
3. The ISG Infrastructure team has the right to deny or revoke access at any time without permission if a perceived threat exists. Should this occur, the Director, Information Systems will investigate the matter in conjunction with the user's Manager/Director to determine if reinstatement of privileges is appropriate.
4. Users outside of ISG are not permitted to setup or install network equipment without written authorization from the Director, Information Systems.
5. Managers / Directors are responsible for formally requesting all changes to network access through the ISG Helpdesk.

## POLICY REVIEW

This policy must be reviewed annually by ISG to ensure relevance.





## AMA Employee Password Policy

*The AMA employee password policy defines standards for creating, protecting, and changing strong passwords.*

### 1.0 Overview

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of the AMA's entire corporate network. As such, all AMA employees (including contractors and vendors with access to AMA systems herein known as 'personnel') are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

### 2.0 Purpose

The purpose of this policy is to establish a standard for creation of strong passwords, the protection of those passwords, and the frequency of change.

### 3.0 Scope

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any AMA facility, has access to the corporate network, or stores any non-public AMA information. This policy does not apply to the corporate website and therefore does not apply to the AMA members.

### 4.0 Policy

#### 4.1 General

- All user-level passwords (e.g., AMA network / Citrix, Lotus, MSIS, Great Plains/Dynamics, web, etc.) must be changed on a regular basis. The recommended change interval is every sixty days.
- Passwords must meet defined complexity levels and meet minimum length requirements.
- Passwords must not be inserted into email messages or other forms of electronic communication.
- Passwords must be kept confidential at all times.
- All user-level passwords must conform to the guidelines described below.

#### 4.2 Guidelines

##### A. General Password Construction Guidelines

Passwords are used for various purposes at the Alberta Medical Association. Some of the more common uses include: network/Citrix login, web accounts, email accounts, screen saver protection, voicemail password, Blackberry password and database passwords. Everyone should be aware of how to select strong passwords.

Poor, weak passwords have the following characteristics:

- The password contains less than eight characters
- The password is a word found in a dictionary (English or foreign)
- The password is a common usage word such as:
  - Names of family, pets, friends, co-workers, fantasy characters, etc.
  - Computer terms and names, commands, sites, companies, hardware, software.
  - The words "ama", "sanjose", "sanfran" or any derivation.
  - Birthdays and other personal information such as addresses and phone numbers.
  - Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
  - Any of the above spelled backwards.
  - Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

Strong passwords have the following characteristics:

- Contain both upper and lower case characters (e.g., a-z, A-Z)
- Have digits and punctuation characters as well as letters e.g., 0-9, !@#\$%^&\*()\_+|~-=\`{}[]:;';<>?./)
- Are at least eight alphanumeric characters long.
- Are not a word in any language, slang, dialect, jargon, etc.
- Are not based on personal information, names of family, etc.
- Passwords should never be written down or stored on-line. Try to create passwords that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase might be: "This May Be One Way To Remember" and the password could be: "TmB1w2R!" or "Tmb1W>r~" or some other variation.

NOTE: Do not use either of these examples as passwords!

## **B. Password Protection Standards**

Do not use the same password for AMA accounts as for other non-AMA access (e.g., personal ISP account, option trading, benefits, etc.). Where possible, don't use the same password for various AMA access needs. For example, select one password for the Engineering systems and a separate password for IT systems. Also, select a separate password to be used for an NT account and a UNIX account.

Do not share AMA passwords with anyone, including administrative assistants or secretaries. All passwords are to be treated as sensitive, confidential AMA information.

Here is a list of "dont's":

- Don't reveal a password over the phone to ANYONE
- Don't reveal a password in an email message
- Don't reveal a password to the boss
- Don't talk about a password in front of others
- Don't hint at the format of a password (e.g., "my family name")
- Don't reveal a password on questionnaires or security forms
- Don't share a password with family members
- Don't reveal a password to co-workers while on vacation

If someone demands a password, refer them to this document or have them call someone in the Information Security Department.

Do not use the "Remember Password" feature of applications (e.g., Eudora, Outlook, Netscape Messenger).

Again, do not write passwords down and store them anywhere in your office. Do not store passwords in a file on ANY computer system (including Palm Pilots or similar devices) without encryption.

Change passwords at least once every six months (except system-level passwords which must be changed quarterly). The recommended change interval is every four months.

If an account or password is suspected to have been compromised, report the incident to ISG and change all passwords.

Password cracking or guessing may be performed on a periodic or random basis by ISG or its delegates. If a password is guessed or cracked during one of these scans, the user will be required to change it.

### **C. Application Development Standards**

Application developers must ensure their programs contain the following security precautions. Applications:

- should support authentication of individual users, not groups.
- should not store passwords in clear text or in any easily reversible form.
- should provide for some sort of role management, such that one user can take over the functions of another without having to know the other's password.
- should support TACACS+ , RADIUS and/or X.509 with LDAP security retrieval, wherever possible.

### **D. Use of Passwords for Remote Access Users**

Access to the AMA Networks via remote access is to be controlled using one-time password authentication using a key fob.

### **5.0 Enforcement**

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

### **6.0 Definitions**

#### **Terms**

Application Administration Account

#### **Definitions**

Any account that is for the administration of an application (e.g., Oracle database administrator, ISSU administrator).

### **7.0 Revision History**

Policy Setting	Setting
Minimum password length (self-explanatory)	7 characters
Password complexity (checks for use of letters and numbers, special characters, upper/lower case, plus avoidance of common words)	Enabled
Maximum password age (user will be forced to change passwords after xxx days)	60 days
Password uniqueness (number of passwords that must be unique before a password can be reused)	6 remembered
Minimum password age (user must keep password for at least xxx days)	5 days
Account Lockout (number of bad logon attempts before account is locked)	Lockout after 4 bad logon attempts
Account Lockout Reset (duration before a locked account is automatically unlocked)	Reset account after 24 hours
Lockout Duration (duration where a locked account requires administrator to unlock)	24 hours, reset by administrator



## PASSWORD MANAGEMENT GUIDELINES

Related Policy	Password Policy, Administrator Password Policy
Policy Area	Information Systems Group
Policy Category	Security/ Access
Policy Number	ISG-USP6, ISG-ITP8
Effective Date	March 20, 2007
Date of Last Review	December 23, 2010

This document outlines general password tips and several password management strategies that can be used to remember your passwords while conforming to the AMA password policy.

### General Tips

Please note: for technical reasons, some systems have a fairly short limit on the length of a password. This limit is often eight characters. While the examples below are often longer than eight characters, the concepts for selecting passwords work eight characters just as they do at ten, twenty, or two hundred.

- Do not write down your passwords.
- When choosing a password, avoid using dictionary words.
- Don't use common misspellings of dictionary words (including replacing "l" with "1" and the like).
- Don't use the name of the computer or your account.
- Don't use sample passwords, such as the ones on this page.
- Use a mixture of upper and lower case letters, numbers, and punctuation (that is, use multiple character classes<sup>2</sup>).
- Avoid using characters that don't appear on a standard US 101 key keyboard.

### Password Strategies

There are many strategies that can be incorporated to assist you with adhering to the password management policy. We have identified six for your consideration as different techniques will appeal to different individuals. ISG recommends the 'Keyboard Patterns' technique as this

ensures a strong password and is quite easy to work with once you have the hang of it.

1. Phrase Based
2. Keyboard Patterns (ISG recommended)
3. Email Address Style
4. Mix Words
5. Book References
6. More Mnemonics

### **Password Strategy Examples:**

#### **1. Phrase Based Passwords**

- a. Build a password by pulling a character out of each word of a phrase that is meaningful to you. Mix a number in that can be changed to reflect the iteration of password change that you are on. Make at least one character of the phrase uppercase. Mix in a special character where appropriate and you will have a complex password that can be rotated in accordance with the policy.
- b. First start by categorizing the kind of website that you access. (e.g., Shopping, Web, Bank, Email etc...)
- c. Next, think of your favorite sentence or just a sentence that you enjoy saying or that means something to you.
- d. (e.g., "The boss said "windows computer or better", so I bought a mac".)
- e. Pick one letter of each word of your sentence. For example, you can pick the first letter of each word. Using the above example that would give you:  
"TbswcobsIbam".
- f. Now it is always advised to combine at least a number, and a special character with letters in your password. So let's spice this up a little bit more. According to the corporate policy, you will be required to change it every 60 days. So you can add your digit in a way that you can increment it every time you want to change your password. How about something like this:  
"Tbs1wcobsIbam".
- g. Next time you want to change your password you can just change it to:  
"Tbs2wcobsIbam".
- h. Now your password has letters, at least one capital letter, and at least one digit. You can tighten it a little bit more by adding a special character if you want.
- i. Now say you want to keep the same password to access ebay, paypal, your bank account, etc. Let's say these three fall under the following three categories: email, store, and bank. In order to reuse your password while keeping it secure, you can add something to make them look like:

"Tbs1wcobsIbam-storE"  
"Tbs1wcobsIbam-banK"  
"Tbs1wcobsIbam-emaiL"

- j. You can do all kinds of combinations to make it hard to crack! The beauty of this technique is that you never have to remember your password. In fact it looks quite scary when you look at it. All you have to remember is your key sentence!

## 2. Keyboard Pattern (ISG Recommended)

- a. The key to this approach is that you **do not** need to memorize your password. All you need to remember is a 2 character code (which does not need to change) and a 2 digit key which when combined form a complex password. By changing the 2 digit key, the password will completely change, thereby conforming to the new AMA password policy.
- b. See the following site for examples:  
<http://www.avertlabs.com/research/blog/?p=47>
- c. Example: Use the letters 'U' and 'C' as your codes. The following shows how your password would change as you change the key:
  - i. key is: 63      password is: 6yhnmi8#@!QAZXC
  - ii. key is: 84      password is: 8ik,./;p0\$#@WSXCV
  - iii. key is: 77      password is: 7ujm,.lo9&^%TGBNM
- b. You never need to know your password, you just type it based on the code and key. The webpage listed above explains this approach in detail.

## 3. Email Address Style Passwords

- a. You can format a password like an email address and that will meet all the requirements of a complex password. The "@" and the "." Represent special characters. Mix in one or more uppercase characters and numbers and you have a complex password that should exceed minimum length requirements.
- b. Consider the following password:

Mic&Min@WaltDis.01

- i. It is 17 characters in length (very strong password)
- ii. It is the entire character set (special characters, mixed case, numerics)
- iii. It represents something meaningful to you
- iv. The 01 can be changed to a new number whenever the password needs to be changed.
- v. Avoids using common words in the password

## 4. Mix Words

- a. Choose two words and combine their letters to create the password, choosing one letter of the first word and one letter of the second word, and repeating this

until you get to the last letter of each word. An example could be:

Words: house & plane

Password: hpoluasnee

- b. Add a special character and numbers to the end:

Password: hpoluasnee~01

## 5. Book References

- a. Choose a favorite passage out of a favorite book and use a word from the passage. For example, if your favorite book is "The Eye of the World", by Robert Jordan, and your favorite passage is the 2nd paragraph on page 168, use a word from that passage. You can use the word Draghkar. So you would put 2Draghkar168. "2" represents the paragraph number and "168" represents the page number.
- b. To mix it up even more, use symbols in place of letters and use capitals, e.g., 2Dr@Ghk@R168.

## 6. Using Mnemonics

- a. One way to create a memorable password is to use mnemonics disguise personal information in a way that is logical for you. Write out a sentence that has personal meaning for you. Then, take the first (or last) letters and mix with numbers and symbols to create your password.

- b. Example #1:

"I donated five thousand dollars to Tufts University in 2001"

Becomes: Id\$5TU01

Capital "I"; lower case "d" replaces " donate"; \$5 replaces " five thousand"; capital "T" replaces " Tufts"; capital "U" replaces "University"; "01" replaces 2001.

- c. Example #2:

"I have a girl who is 17 and a boy who is 5"

Becomes: Ig#17b#5

Capital "I"; lower case "g" replaces " girl"; "#17" replaces " who is 17"; "b" replaces " and a boy"; "#5" replaces "who is 5."





## NETWORK AND ZONES POLICY

Policy Area	Information Systems Group
Policy Category	Security/ Access
Policy Number	ISG-ITP5
Effective Date	January 7, 2011
Date of Last Review	N/A

### INTRODUCTION

The Alberta Medical Association (AMA) relies upon its corporate network to govern the flow of data both internally within the organization and externally to members and other stakeholders. The purpose of this policy is to protect corporate data, safeguard and preserve the integrity of our business and to set boundaries on the way we share information.

This policy is in place to govern the planning, implementation and administration of network management within the organization. The policy covers all devices, processes and practices that form the AMA network architecture. The network must ensure a high level of service to end-users; while at the same time provide a level of security that is appropriate to the sensitivity and criticality of the assets and information that reside on it.

### BACKGROUND

Within the network, the creation of zones establishes the foundation for the application of automated security controls to enforce integrity, confidentiality, and availability of network and information resources. A zone is an area that consists of information assets that share similar security and management policies. Elements within a zone share a common level of trust or know the trust of corresponding elements.

Examples of zones are:

- Firewalls, switches, routers, gateways
- Domain controllers
- Authentication and certificate servers and services
- Customer-facing equipment and servers
- Internet-facing equipment and servers
- Wireless devices, VPN tunnels, Mail relay servers
- Workstations, printers, video-conference equipment



The development of zones within the network architecture plan should address the following overarching objectives:

- Assurance: Assurances regarding information security are developed by monitoring and analyzing events and trends that are both external and internal to AMA.
- Prevention: Preventative measures within the security architecture provide a first line of defense and allow for effective usage of resources by filtering low risk events with minimal effort.
- Detection: Having detection capabilities furthers the goal of having layers of security built in. Further, timely detection mechanisms are key to an effective response program.
- Reaction: IT Security needs to react effectively to security incidents through incident identification, impact containment, identification of improvements and the protection of sensitive information.

## POLICY DETAILS

The policy details are as follow:

- The organization must develop and maintain a network architecture plan that clearly segregates all related devices and services into zones and further identifies the relationships between zones and the security groupings assigned to them.
- Copies of the plan will be held by key staff of the ISG Infrastructure team and designated contractors utilized for management and maintenance of the network.
- A configuration management database will be maintained that catalogs and classifies all equipment and services within the network
- A change management log will be maintained for changes made to network equipment of services. Types of changes that will be logged include, but are not limited to:
  - Addition or deletion of zones
  - Addition or deletion of network equipment or services
  - Assignment or retirement of network IP addresses
  - Changes to configuration parameters

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- Network traffic in high priority zones will be logged for auditing purposes. Logs must be protected and should be monitored on a regular basis and when security alerts are raised.
- The plan must be periodically reviewed to assess risk and ensure relevancy.

### **POLICY APPLICATION**

1. ISG is responsible for implementation, execution and maintenance of the network architecture plan.
2. ISG is responsible for ensuring that a regular audit/compliance log is completed.
3. ISG is responsible for ensuring that all third-party service providers contracted to provide patching services meet as a minimum the same standards set forth for ISG.
4. ISG is responsible for ensuring that the network architecture plan is independently reviewed by industry experts on an annual basis.

### **POLICY REVIEW**

This policy must be reviewed annually by ISG to ensure relevance.



## **POLICY FOR BACKUP MANAGEMENT**

Policy Area	Information Systems Group
Policy Category	Data Protection
Policy Number	ISG-ITP2
Effective Date	November 9, 2010
Date of Last Review	N/A

### **INTRODUCTION**

The Alberta Medical Association (AMA) is becoming increasingly dependent on its data and information systems to sustain its ongoing operations. As such, management has mandated the need for a clearly defined plan for the protection and restoration of the AMA's data.

The backup/recovery management plan is designed to define periodic computer system backups to ensure that mission critical administrative applications, data and archives (historical data) are adequately preserved and protected against data loss and destruction. Therefore a process of risk assessment, planning, development, implementation, testing, and maintenance are critical elements in creating the plan.

The plan should be easily accessible providing technical guidance in the event of recovery requests/needs.

### **DEFINITIONS**

#### **Recovery Point Objective (RPO)**

The RPO is the point in time to which you must recover data as defined by the organization. This is generally a definition of what an organization determines is an "acceptable loss" of information in a disaster situation.

RPO is established by management through a business impact assessment process.

### **POLICY DETAILS**

The policy details are as follow:



- The organization must develop and maintain a comprehensive backup/recovery management plan that is consistent with reasonable practices and recognized industry standards for organizations of similar size and structure.
- Copies of the Plan are held by the core staff of the ISG Infrastructure.
- Within the backup/recovery plan all IT Services will be given priority based upon the RPO. This represents the earliest point we can recover to in a data loss situation.
- The backup/recovery plan must define the historical retention period for all IT Services. This determines how far back in time we can go to recover historical data.
- The backup / recovery plan must ensure the safekeeping of data backups (i.e. encryption and physical security of target backup media).
- The backup/recovery plan must include periodic tests to successfully simulate system backups and recoverability.
- The backup/recovery plan must be kept up to date to take into account changing circumstances (see Change Management Policy).
- The backup/recovery plan must be periodically reviewed to assess risk, validate and assure relevancy.
- All ISG staff must be made aware of the backup/recovery plan and their own roles within.

#### **CORE TEAM MEMBERS**

- Team Lead, Infrastructure
- System Administrator, Infrastructure

#### **POLICY APPLICATION**

1. ISG is responsible for the implementation and testing of the backup/recovery management plan.
2. ISG is responsible for maintaining the backup/recovery management plan, ensuring that it reflects the current environment.
3. ISG is responsible for ensuring the backup/recovery management plan is independently reviewed by industry experts on an annual basis.

#### **POLICY REVIEW**

This policy must be reviewed annually by ISG to ensure relevance.



## **POLICY FOR DISASTER RECOVERY**

Policy Area	Information Systems Group
Policy Category	Data Protection
Policy Number	ISG-ITP1
Effective Date	Nov 9, 2010
Date of Last Review	N/A

### **INTRODUCTION**

The Alberta Medical Association (AMA) is becoming increasingly dependent on its data and information systems to sustain its ongoing operations. As such, management has mandated the need for a clearly defined plan of recovery in the event of catastrophic disaster (e.g. complete loss of building or data center).

The disaster recovery (DR) plan is designed to protect the AMA's data while minimizing interruption to IT services. Therefore a process of risk assessment, planning, development, implementation, testing, and maintenance are critical elements in creating the plan.

The plan should be easily accessible providing technical guidance in the immediate aftermath of an emergency, followed by measures to maintain or re-establish IT services.

### **DEFINITIONS**

#### **Recovery Point Objective (RPO)**

The RPO is the point in time to which data must be recoverable to as defined by the organization. This is generally a definition of what an organization determines as an "acceptable loss" of information in a disaster situation.

#### **Recovery Time Objective (RTO)**

The Recovery Time Objective (RTO) is the maximum duration of time allowed to restore a business service after a disaster has been declared.

RPO and RTO thresholds are established by management through a business impact assessment process.



## **POLICY DETAILS**

The policy details are as follow:

- The organization must develop and maintain a comprehensive disaster recovery plan that is consistent with reasonable practices and recognized industry standards for organizations of similar size and structure.
- Copies of the Plan are held by the core staff of the Disaster Recovery Team (see below), at their homes as well as in their respective workplaces.
- Within the DR plan all IT Services will be given priority based upon defined RTO and RPO.
- The disaster recovery plan must be tested in a simulated environment to ensure that it can be implemented in emergency situations and that the management and staff understand how it is to be executed.
- The disaster recovery plan is to be kept up to date to take into account changing circumstances (see Change Management Policy).
- The disaster recovery plan must be periodically reviewed to assess risk, validate and assure relevancy.
- All staff must be made aware of the disaster recovery plan and their own roles within.

## **CORE TEAM MEMBERS**

- Director, Information Systems
- Team Lead Infrastructure
- Infrastructure System Administrator
- Tier one helpdesk staff

## **POLICY APPLICATION**

### **Plan Maintenance**

- ISG is responsible for ensuring that the DR plan is updated, reviewed and signed off on a quarterly basis by the Director, Information Systems.

### **Plan Validation**

- ISG will ensure that all significant changes to IT systems and infrastructure include a DR site test plan that is completed and signed off by appropriate personnel. (See Change Management Policy).
- ISG is responsible for ensuring the disaster recovery plan is independently reviewed by industry experts on an annual basis.

**Annual DR Site Test**

- ISG is responsible for conducting an organization-wide test of the DR site on an annual basis. Test plans will be distributed to all departments and programs to be used as guides for conducting system tests.
- Delegates from all departments and programs will participate in and sign off on the results of their specific tests.

**Declaring a Disaster**

During a disaster, time is of the essence and the decision to invoke a disaster recovery site has financial consequences that exceed \$25,000. The decision to declare a disaster should come from the Executive Director at the recommendation of the Director, Information Systems.

If the Executive Director is not available to make the declaration, the following hierarchical list should be used to initiate the plan:

- Executive Director
- Assistant Executive Director, Corporate Affairs
- Chief Financial Officer
- Director, Information Systems

Only one member of this list is required to authorize the declaration of a disaster and commence the activation of the DR site.

**POLICY REVIEW**

This policy must be reviewed annually by ISG to ensure relevance.





## **I.T. CHANGE MANAGEMENT POLICY**

Policy Area	Information Systems Group
Policy Category	Administrative
Policy Number	ISG-ITP10
Effective Date	TBD
Date of Last Review	N/A

### **INTRODUCTION**

The Alberta Medical Association (AMA) has a growing reliance upon access to information systems to carry out its business activities. With that reliance, comes an expectation that systems will be available, that downtime will be minimized and that information systems will be accurate and reliable.

Due to the high complexity and interdependency of the AMA's information systems and infrastructure, small changes implemented in one system may inadvertently cause other systems to fail or become unreliable. The organization requires sound I.T. change management practices to safeguard against this risk.

### **POLICY DETAILS**

The policy details are as follow:

- ISG must develop and maintain a change management plan that covers all areas of I.T. and is consistent with reasonable practices for organizations of similar size and structure.
- ISG will establish a Change Advisory Board that will convene on a regular basis for the purpose of reviewing, approving and prioritizing high-impact change requests.
- The plan should align with ITIL change management best practices where appropriate and reasonable.
- The plan should document control objectives are in place to ensure consistency and reliability through the change management process.
- The plan should identify approval processes for all change requests.
- The plan should document test procedures commensurate with the level of complexity of the change.



- The plan must be kept up to date to take into account changing circumstances.
- The plan must be periodically reviewed to assess risk and ensure relevancy.

### **POLICY APPLICATION**

1. ISG is responsible for implementation, execution and maintenance of the change management plan.
2. ISG is responsible to ensure that all change requests adequately assess impact to the DR site, the backup recovery strategy and the reporting database prior to their approval.
3. ISG is responsible for ensuring that the change management plan is independently reviewed by industry experts on an annual basis.

### **POLICY REVIEW**


This policy must be reviewed annually by ISG to ensure relevance.

DRAFT



**AMA NEW EMPLOYEE ON-BOARDING FORM**

<i>Employee's Name:</i>	
<b>Position:</b>	
<b>Start Date:</b>	
<b>Manager/Supervisor:</b>	
Department Onboarding Coordinator (if not manager):	

 <b>Pre-On boarding Checklist (to be completed PRIOR to employee starting):</b>
Order business cards, if needed, from Public Affairs.
Complete IT's New Employee Check List <b>AT LEAST</b> a week before employee starts (Check list can be found in <a href="#">L:\Information Technology\IT Forms &amp; Templates</a> , contact the Administrative Assistant, Human Resources if unable to find link. Please note that if a computer needs to be ordered for a new position it takes 2-4 weeks.
Contact Helpdesk to set up phone line.
Order basic office supplies by filling out the Office Supplies order form here <a href="#">W:\Supreme Basics - Office Supply Order Form</a> . Office Supplies catalogs are available at each office.
Get parking stall if required.
Ensure workstation has standard ergonomic set up: <ul style="list-style-type: none"> <li>• Ergonomic Chair</li> <li>• Keyboard Tray</li> <li>• Self-adjusting foot rest</li> </ul>
Decide what meaningful tasks the new employee will start on and prepare the necessary background material.
Set up all required orientation meetings listed below for employee.

**Employee On-boarding:**

It is the responsibility of Manager/Supervisor to ensure that all below items are scheduled for employee prior to them starting, please note that not all positions will require every item on the Agenda list. Below meetings should be completed in the employees first three weeks and are in no particular order unless stated in the Estimated Time Needed column. Please ensure to type/write the individual who performed each item under scheduled with and the date and time it took place.

Agenda	Schedule with	Estimated Time Needed	Date/Time Booked (Please fill out)	Not Applicable (N/A)
<p><b>Employee Welcome!</b></p> <ul style="list-style-type: none"> <li>• Show employee their workspace and allow them to get settled</li> <li>• Provide relevant access cards, office keys, passcodes, etc.</li> <li>• Give department/area tour and introduce to co-workers in department</li> <li>• Review position description with employee, sign and send to HR                             <ul style="list-style-type: none"> <li>○ Performance management, Part A (goals) must be completed and sent to HR before the end of the probationary period</li> </ul> </li> <li>• Discuss the orientation process and his/her schedule for the next week</li> <li>• Introduction to AMA Staff</li> </ul>	<p>Manager/Supervisor or Department Onboarding Coordinator</p>	<p>60 minutes</p>	<p>Date:  Time:    Before end of probationary period</p>	
<p><b>Human Resources and Payroll sign on</b></p> <ul style="list-style-type: none"> <li>• Review of AMA Staff Guide</li> <li>• Benefits information</li> <li>• Setting up Payroll Information</li> <li>• Completion of Tax forms</li> </ul>	<p>Coordinator, HR &amp; Payroll</p>	<p>30-60 minutes (First Day)</p>	<p>Date:  Time:</p>	
<p><b>Computer Set Up</b></p> <ul style="list-style-type: none"> <li>• Set up of passwords for computer, outlook, website, etc. and explain the password policy</li> <li>• Explain Help Desk procedure</li> <li>• Provide overview of telephone and voicemail system</li> <li>•</li> </ul>	<p>Helpdesk -Computer Systems Support</p>	<p>30 minutes (First Day)</p>	<p>Date:  Time:</p>	
<p><b>Outlook Training (if needed)</b></p> <ul style="list-style-type: none"> <li>• Email</li> <li>• Calendar</li> <li>• Booking meetings (Corporate Calendar)</li> <li>• Network Drives</li> <li>• Printer Locations</li> </ul>	<p>Department member or AED Administrative Assistant</p>	<p>30 - 60 minutes</p>	<p>Date:  Time:</p>	
<p><b>Photocopy/Mailroom Procedures</b></p>	<p>Photocopy/Mail Administrator</p>	<p>15 - 20 minutes</p>	<p>Date:  Time:</p>	

Agenda	Schedule with	Estimated Time Needed	Date/Time Booked (Please fill out)	Not Applicable (N/A)
<b>AMA and Executive Office Overview</b> <ul style="list-style-type: none"> <li>• History of organization</li> <li>• Senior management</li> <li>• Representative Forum</li> <li>• Board/executive</li> <li>• Review departmental chart of Executive Office</li> </ul>	Administrative Assistant, Executive Office	15 – 20 minutes	Date:  Time:	
<b>Security Training/Building Procedures</b>  <b>Corporate Affairs Overview</b> <ul style="list-style-type: none"> <li>• Review main responsibilities of Corporate Affairs (if possible provide an info sheet on CA for employee)</li> <li>• Provide department chart for area and review</li> </ul>	Manager, Building & Office Services	15 – 20 minutes	Date:  Time:	
<b>Health Economics Overview</b> <ul style="list-style-type: none"> <li>• Review main responsibilities of Health Economics (if possible provide an info sheet on HE for employee)</li> <li>• Provide department chart for area and review</li> </ul>	Coordinator, Health Economics OR Administrative Assistant, Health Economics	15 – 20 minutes	Date:  Time:	
<b>Professional Affairs Overview</b> <ul style="list-style-type: none"> <li>• Review main responsibilities of Professional Affairs (if possible provide an info sheet on Prof. A. for employee)</li> <li>• Provide department chart for area and review</li> </ul>	Administrative Assistant, Professional Affairs	15 – 20 minutes	Date:  Time:	
<b>Public Affairs Overview</b> <ul style="list-style-type: none"> <li>• Review main responsibilities of Public Affairs (if possible provide an info sheet on PA for employee)</li> <li>• Provide department chart for area and review</li> </ul>	Administrative Assistant, Public Affairs	15 – 20 minutes	Date:  Time:	
<b>AMA Personal Privacy Training (compulsory)</b> <ul style="list-style-type: none"> <li>• Discuss employee and organization’s roles with respect to personal privacy</li> </ul>	Privacy Compliance and Records Specialist	2-3 hours	Date:  Time:	
<b>AMA Record Keeping Procedures</b> <ul style="list-style-type: none"> <li>• Overview of AMA’s record retention and disposition schedule</li> </ul>	Privacy Compliance and Records Specialist	30 minutes	Date:  Time:	

Agenda	Schedule with	Estimated Time Needed	Date/Time Booked (Please fill out)	Not Applicable (N/A)
<b>Ergonomic Education Training (compulsory)</b> <ul style="list-style-type: none"> <li>• Invitations are sent to attend a monthly group sessions held in the Brett room.</li> <li>• Review basic rules of office workstation ergonomics</li> <li>• Learn how to adjust and properly set-up your workstation.</li> </ul>	Privacy Compliance and Records Specialist	60 minutes	Date:  Time:	
<b>Office/Department Procedures</b> <ul style="list-style-type: none"> <li>• Travel arrangements</li> <li>• Expenses/cheque requisitions</li> <li>• Coding invoices</li> <li>• Filing</li> <li>• Other important information related to employees specific department</li> </ul>	Manager/Supervisor or member of department	30 - 60 minutes	Date:  Time:	

Once complete, this form must be signed by both the employee and manager/supervisor. A copy then must be forwarded to Human Resources for filing. Please contact Human Resources with any questions.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Supervisor Signature

\_\_\_\_\_  
Date



# Alberta Medical Association

## Privacy Policies and Procedures

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December 2002

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## Document Revision History

Date	Author	Section Revised
May 2011	MAS	10.2 New
May 2013	MAS	1.4 New
September 2013	MAS	1.1 Health Economics (previously Health Policy & Economics)
August 2015	MAS	Introduction updated

# Introduction

## BACKGROUND INFORMATION

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The Alberta Medical Association (AMA) has served as the official voice for the medical profession in Alberta since the same year the province was founded in 1905. The Alberta Medical Association (AMA) is responsible for the following key business functions:

- Negotiating on behalf of physicians,
- Representing members,
- Advocating for quality health care,
- Managing the Medical Services budget, and
- Providing member benefits, e.g. insurance.

The AMA collects information on its 12,379+ members to support key business functions and enhance the value of AMA membership. The AMA has developed privacy policies and procedures, and best practice guidelines to protect AMA members, patients, employees and contractors personal (health) information.

The privacy policies and procedures contained in this document provide a framework to:

- Increase awareness of the importance of protecting personal information;
- Support AMA staff members to protect information in appropriate ways; and
- Support controlled access to and responsible use of information managed by the AMA.

The policies and procedures contained in this document support the overall privacy policy. As well as protecting member information, they provide protection of information required to fulfill the mandate of the association and for AMA employee information.

The policies and procedures provide the suggested directions and actions to be taken to protect personal information held by the AMA. It is important to state that these policies and procedures provide the guiding framework, but are not to be substituted for good judgment exercised by staff members of the AMA.

The policies and procedures will require ongoing review so that these reflect the operating realities of the AMA, while at the same time, continue to support the ten privacy policy principles. Priorities for the further development of procedures and supporting processes will need to be set, and a phased implementation plan will be required.

In developing these policies and procedures, an assessment of the current situation was completed to assist with the identification of current business practices when handling personal information. From this review, it was determined that the AMA collects a variety of personal information that can be organized into three broad categories. The following is an excerpt from the current situation assessment report regarding the categories of personal information held by the AMA.

*The AMA collects a variety of personal information that can be organized into three broad categories:*

### **AMA Employee Information**

*The AMA collects and retains personal information on all employees. Information collected includes personal identifying information (name, address, SIN, salary information, etc.) and other Human Resource information on employees (e.g. performance appraisal results).*

### **Member Information**

*The AMA collects information on its membership that includes:*

- *Professional identity information (i.e. employment and business responsibilities and activities, and transactions of an individual – as collected in the MSIS);*
- *Personal health information (i.e. for insurance purposes, the Compassionate Expense Program, etc.); and*
- *Work performance information related to such matters as professional conduct and disciplinary action (e.g. information shared between the College of Physicians and Surgeons and the AMA).*

### **Patient Information**

*Patient information is required for specific projects such as the Physician Locum Program (i.e. patient billing records are processed so Locum Physician's will be reimbursed by Alberta Health) and other patient-related research projects. The patient information collected follows into two subgroups: A) Anonymous aggregate information used for research, and B) personal health information<sup>1</sup>.*

*The AMA has instituted best practices to safeguard personal information as presented below:*

#### *Member Information*

- *Restricted access to membership information by AMA staff is based on what level of information they require to do their job;*
- *Membership information is not shared from one member to another;*
- *Membership paper files are stored in a secured / locked area after hours;*
- *AMA has confidentiality agreements in place with all third party providers; and*
- *Access to the AMA website requires that the member enter their membership registration number and password, and the website contains limited information.*

#### *Employee Information*

- *Employee payroll information is treated as highly confidential information with limited staff member access;*
- *Employee information is only provided to third parties such as a bank / financial institution with the approval for release of the information by the employee; and*
- *Employee personnel records are kept in the Human Resources office in a locked cabinet, with strictly limited staff access.*

#### *Patient Information*

- *Patient billing records are accessed by assigned AMA staff only;*
- *Patient billing records are stored in a secured area;*
- *Research reports do not include patient identifying information; and*
- *Patients participating in research projects sign an informed consent form and receive an information letter explaining the reasons for the study (health ethics research standards).*

#### *General Practices*

- *Files that contain personal information are locked / secured;*
- *The AMA has a record retention and disposition schedule for personal and corporate information. For example, member files are shredded for physicians who have not renewed their AMA membership for seven consecutive years; and*
- *AMA staff err on the side of caution when dealing with personal information.*

The above-mentioned best practices are sound ones. The policies and procedures contained in this document enshrine these best practices in documented policies and procedures. A thorough review of these policies and procedures will be conducted within 1 year of the date of implementation.

The next section presents the overall AMA Privacy Policies Statement and the ten principles, followed by the detailed policies and procedures presented under each principle.

#### OVERALL AMA PRIVACY POLICY STATEMENT

---

Information held by the Alberta Medical Association about its members is collected, stored, used, and disclosed in accordance with the privacy principles established by the Canadian Standards Association. The AMA respects members' right to privacy, and is committed to upholding the CSA privacy principles. By developing this policy framework, AMA is in compliance with the federal legislation (*Personal Information Protection and Electronic Documents Act* (PIPEDA)). PIPEDA applies to all personal health information transferred out of Alberta "for consideration" in the course of "commercial activities". PIPEDA came into effect as of January 1, 2002.

The AMA is committed to keeping private information held on members, electronically or otherwise, private and secure. The AMA regularly reviews, and when necessary, updates its security measures to ensure that all information is held secure, and that appropriate security measures and technology are maintained to ensure security of personal information.

The AMA places a high value on keeping employee information safe and secure and respects staff members' right of privacy. Therefore, the policies and procedures contained in this manual also relate to the protection of personal information of AMA employees.

The following policies and procedures are framed around ten privacy principles as presented below:

**1. *Accountability for Personal Information***

Definition: An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with established privacy principles.

**2. *Identifying Purposes of the Information***

Definition: The purpose for which the personal information is collected is identified by the organization before the time the information is collected.

**3. *Consent for the Collection, Use or Disclosure of Information***

Definition: The knowledge and informed consent of the individual are required for the collection, use, or disclosure of personal information.

**4. *Limiting Collection of Personal Information***

Definition: The collection of personal information is limited to that which is necessary for the purposes identified by the organization, and collected by fair and lawful means.

**5. *Limiting Use, Disclosure and Retention***

Definition: The organization will not use or disclose personal information for purposes other than those for which it was collected, except with the informed consent of the individual or as required by law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.

**6. *Accuracy of Personal Information***

Definition: Personal information is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used.

**7. *Safeguards for Personal Information***

Definition: Personal information is protected by security safeguards appropriate to the sensitivity of the information.

**8. *Openness About the Management of Personal Information***

Definition: The organization makes information available about its policies and practices relating to the management of personal information.

**9. *Individual Access to Personal Information***

Definition: Upon request, an individual is informed of the existence, use and disclosure of his or her personal information and has access to that information. An individual has the ability to challenge the accuracy and completeness of the information and have it amended as appropriate.

**10. *Challenging Compliance***

Definition: An individual has the ability to challenge the organization's compliance with these principles, by contacting the designated individual or individuals accountable for the organization's compliance.

PRINCIPLE 1: ACCOUNTABILITY FOR PERSONAL INFORMATION

The AMA is responsible for personal information under its management and has designated an individual accountable for overseeing that the policies and procedures in this document are adhered to.

POLICIES	PROCEDURES
<p>Policy 1.1</p> <p>The Chief Executive Officer (CEO) of the Alberta Medical Association (AMA) is accountable for compliance with the privacy policies and procedures. The CEO may designate day-to-day operational responsibility to other staff members of the organization.</p> <p>Decisions regarding the interpretation and application of the policies and procedures are the ultimate responsibility of the CEO.</p>	<p>Procedure 1.1</p> <p>The day-to-day operational responsibility lies with the Assistant Executive Director, Corporate Affairs, as the CEO designate. The Assistant Executive Director, Corporate Affairs will keep the CEO apprised of any issues.</p> <p>As required, the Assistant Executive Director, Corporate Affairs will consult with the appropriate representatives from the five departments of AMA (Corporate Affairs, Executive Office, Health Economics, Public Affairs and Professional Affairs) in implementing the policies and procedures, and in reviewing and amending the policies and procedures as required.</p>
<p>Policy 1.2</p> <p>The AMA is responsible for personal information in its possession and this includes information that has been transferred to a third party for processing and information received from a third party.</p> <p>For third parties, the AMA has contractual agreements in place that commits the third party to protect the information at a comparable level as the AMA.</p>	<p>Procedure 1.2</p> <p>For all third party contracts, the AMA has in place a signed contractual agreement with wording in the contract that binds the third party to protect personal information at a comparable level to the AMA.</p> <p>This procedure applies to all new contracts as of the date this policy comes into effect. All existing contracts will be reviewed and amended as required.</p>
<p>Policy 1.3</p> <p>The AMA has in place an orientation for all staff members so that each staff member is aware of the policies and procedures and the accountability structure.</p>	<p>Procedure 1.3</p> <p>The managers in each department of the organization will ensure that employees are aware of and knowledgeable of the AMA privacy policies and procedures.</p> <p>This information will be part of the staff orientation.</p>
<p>Policy 1.4</p> <p>The AMA has an internal audit and assurance system in place to measure its compliance with its privacy policies and procedures. Every third year, AMA branch and satellite program staff will participate in an internal audit. On an annual basis in the two years following the audit, all AMA branch and satellite program staff will work together to complete a privacy questionnaire.</p>	<p>Procedure 1.4</p> <p>The privacy compliance and records specialist is responsible for all aspects of the organization's internal privacy audit and questionnaire processes; including taking proactive steps; making recommendations and presenting a summary of audit and questionnaire findings to the Chief Privacy Officer (AED, Corporate Affairs) to help ensure the organization's compliance with its privacy policies and procedures.</p>

PRINCIPLE 2: IDENTIFYING PURPOSES FOR PERSONAL INFORMATION

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The AMA is responsible for identifying the purpose for which the personal information is collected before the time the information is collected.

POLICIES	PROCEDURES
<p>Policy 2.1</p> <p>The AMA identifies the purpose for which personal information is collected before the time of collection of the information.</p> <p>The need for the information is clearly documented.</p>	<p>Procedure 2.1</p> <p>A statement of purpose for collecting personal information is required to be completed by the AMA staff member. The request will document the type and form of information to be collected and the reason (the need) for the information.</p> <p>In defining the purpose, the following needs to be considered:</p> <ul style="list-style-type: none"> <li>A. The personal information to be collected and why it is being collected;</li> <li>B. The handling and use of the personal information that is being requested; and</li> <li>C. When, how and why personal information is made available.</li> </ul> <p>Note: This procedure applies to the collection of <b>new</b> personal information (as of the date these policies and procedures come into effect). It is acknowledged that membership information is already being collected to provide member services.</p>
<p>Policy 2.2</p> <p>The AMA has in place an approval process to review any request for the collection of personal information.</p>	<p>Procedure 2.2</p> <p>A staff member of the AMA will document the personal information they wish to collect and how the personal information is to be used. The request will be reviewed by the staff member's manager.</p> <p>Once approved by the manager, the request will be forwarded to the CEO or his designate for review and approval.</p>
<p>Policy 2.3</p> <p>Only personal information with an identified purpose is collected.</p>	<p>Procedure 2.3</p> <p>The manager requesting the collection of personal information will have in place an approved purpose statement before the information is collected (refer to procedure 2.2 above).</p>

PRINCIPLE 3: CONSENT FOR THE COLLECTION, USE OR DISCLOSURE OF PERSONAL INFORMATION

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The AMA will ensure that the individual's knowledge and informed consent are obtained for the collection, use, or disclosure of personal information.

POLICIES	PROCEDURES
<p>Policy 3.1</p> <p>The AMA obtains consent for the collection, use and disclosure of personal information before the time of collection.</p>	<p>Procedure 3.1</p> <p>Staff members of the AMA will seek consent from the individual before information is collected or disclosed. At that time, the staff member will indicate the purpose for which the information is being collected, used or disclosed, and seek consent.</p> <p>Depending on the sensitivity of information being collected, used or disclosed, a written consent may be required. A staff member will review any requests for the collection, use or disclosure of sensitive information with their manager to decide whether a written consent is required.</p> <p>A staff member will document the mechanism by which consent is obtained, i.e. by telephone, in writing, by email, etc. Implied consent is given when the action/inaction of an individual reasonably infers consent.</p>
<p>Policy 3.2</p> <p>The AMA does not disclose personal information for secondary or other purposes such as marketing.</p> <p>The AMA only discloses personal information to endorsed service providers and affiliated organizations, and a contract agreement will be in place that commits the affiliated organization or endorsed provider to protect the information at a comparable level as the AMA (also refer to Policy 1.2).</p>	<p>Procedure 3.2</p> <p>A staff member receiving a request for personal information for purposes other than originally intended will refer the request to their manager for further consideration.</p> <p>The manager will consider the merit of the request, guided by the policies and procedures contained in this document. The manager may seek the opinion of the Assistant Executive Director, Corporate Affairs.</p>
<p>Policy 3.3</p> <p>Consent is not a condition for supplying a product or service, unless the information requested is required to fulfill a specified and legitimate purpose (i.e. a member will not be denied a product or service of the AMA if consent is not provided by the member).</p>	<p>Procedure 3.3</p> <p>A staff member will be guided by the policies and procedures contained in this document and the definitions for consent contained in the Definitions section of this document.</p>



PRINCIPLE 4: LIMITING COLLECTION OF PERSONAL INFORMATION

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The AMA will limit the collection of personal information to that which is necessary for the purposes identified by the organization, and collected by fair and lawful means.

POLICIES	PROCEDURES
<p>Policy 4.1</p> <p>The AMA only collects personal information necessary to fulfill the purpose identified for the information.</p>	<p>Procedure 4.1</p> <p>The reasons for collection of personal information will be clearly stated. Staff members of the AMA will follow the approval process outlined in procedures 2.1, 2.2 and 2.3.</p>
<p>Policy 4.2</p> <p>The AMA information collection practices are fair, lawful and respectful of the individual.</p>	<p>Procedure 4.2</p> <p>The AMA information collection practices will be reviewed by the Assistant Executive Director, Corporate Affairs annually to ensure that practices are fair, lawful and respectfully of the individual.</p> <p>The Assistant Executive Director, Corporate Affairs will produce an annual report of findings that will be sent to the Executive Director of the AMA for review and further action.</p>

PRINCIPLE 5: LIMITING USE, DISCLOSURE AND RETENTION OF PERSONAL INFORMATION

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The AMA will not use or disclose personal information for purposes other than those for which it was collected, except with the informed consent of the individual or as required by law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.

POLICIES	PROCEDURES
<p>Policy 5.1</p> <p>The AMA uses or discloses information only for the purpose identified at the time of collection. New uses or disclosures are permissible only with the consent of the individual or as required or permitted by law.</p>	<p>Procedure 5.1</p> <p>AMA managers will ensure that the use or disclosure of information is consistent with the purpose identified.</p> <p>Managers will conduct a review of the use and disclosure of personal information (annually or a more frequent basis if required) to ensure compliance with AMA privacy policies and procedures.</p>
<p>Policy 5.2</p> <p>The AMA retains personal information for only as long as it is needed to achieve the identified purpose.</p> <p>The AMA is guided by industry standards related to retention schedules or applicable legislation.</p>	<p>Procedure 5.2</p> <p>The Assistant Executive Director of Corporate Affairs or his designate will develop retention schedules for the personal information being held by the AMA. The retention schedules will be developed using industry standards or legislative requirements and be distributed to all staff members.</p> <p>The Assistant Executive Director of Corporate Affairs or his designate will ensure that AMA staff members are aware and in compliance with the retention schedule(s).</p> <p>Where there is a question about the retention of personal information, the question will go before the Assistant Executive Director of Corporate Affairs for review and recommendation. The recommendation of the working group will be forwarded to the CEO or his designate for a final decision.</p> <p>Destruction of personal information will be the responsibility of the Assistant Executive Director of Corporate Affairs or his designate.</p>
<p>Policy 5.3</p> <p>The AMA communicates the limitations on use and disclosure of personal information to staff members.</p> <p>The AMA allows staff to access and use personal information on a “need-to-know” basis, i.e. information required to perform their job.</p>	<p>Procedure 5.3</p> <p>AMA managers will inform staff members regarding the limitations on use and disclosure of personal information at the time of orientation of new employees and on an annual basis.</p> <p>Access to personal information by staff members will be limited to the level of information required to perform their duties. The level of access will be determined by the program manager.</p>

PRINCIPLE 6: ACCURACY OF PERSONAL INFORMATION

The AMA is responsible for ensuring that personal information is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used.

POLICIES	PROCEDURES
<p><b>Policy 6.1</b></p> <p>The AMA ensures that personal information being collected is accurate, complete and up-to-date for the purposes for which the information is collected, used or disclosed.</p>	<p><b>Procedure 6.1</b></p> <p>The person responsible for collecting the personal information will have mechanisms in place to control accuracy of the information and to update the personal information as necessary for the intended purpose.</p> <p>Each program area will define when updates are appropriate based on the purpose of the information use. For example, AMA members will have an opportunity to review and update their personal information upon annual renewal of their member registration.</p> <p>The program manager responsible for the personal information will conduct periodic assessments to determine the accuracy of the information.</p>
<p><b>Policy 6.2</b></p> <p>The AMA uses educational programs, data entry standards and other quality assurance mechanisms to control the quality of personal information collected for accuracy, completeness and currency of the information.</p>	<p><b>Procedure 6.2</b></p> <p>Each program manager will implement the following:</p> <ul style="list-style-type: none"> <li>A. Data entry standards to ensure the quality of the information;</li> <li>B. Staff training to ensure quality data collection; and</li> <li>C. Periodic audits to check the accuracy, completeness and currency of the information.</li> </ul>
<p><b>Policy 6.3</b></p> <p>The AMA updates personal information when necessary to fulfill the purpose for which the information was collected.</p>	<p><b>Procedure 6.3</b></p> <p>The program manager has a mechanism in place to update personal information on a timely basis.</p>

PRINCIPLE 7: SAFEGUARDS FOR PERSONAL INFORMATION

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The AMA ensures personal information is protected by security safeguards appropriate to the sensitivity of the information.

POLICIES	PROCEDURES
<p>Policy 7.1</p> <p>The AMA has security safeguards in place to protect personal information against loss or theft, and unauthorized access, disclosure, use or modification.</p>	<p>Procedure 7.1</p> <p>Each program manager will ensure that personal information is kept secure to limit access to personal information.</p> <p>As mentioned under Policy 5.3, staff access and use of personal information is on a “need-to-know” basis, i.e. information required to perform their job.</p> <p>The management staff at AMA will make staff aware of the importance of maintaining the confidentiality of personal information, by reviewing these policies and procedures with each staff member.</p>
<p>Policy 7.2</p> <p>The AMA has a higher level of protection safeguards for more sensitive personal information</p>	<p>Procedure 7.2</p> <p>The management staff at AMA will assess the sensitivity of personal information and put into place the necessary safeguards to protect the information, e.g. third party monitoring, alarm systems, password codes, locked cabinets and rooms with limited access, etc.</p>
<p>Policy 7.3</p> <p>The AMA uses care in the disposal or destruction of personal information in order to prevent access to the information by unauthorized parties.</p>	<p>Procedure 7.3</p> <p>The management staff at AMA will ensure that the procedures to dispose of personal information are followed, e.g. shredding of the information and then disposal, destruction of electronic files before disposing of the equipment, etc.</p>

PRINCIPLE 8: OPENNESS ABOUT THE MANAGEMENT OF PERSONAL INFORMATION

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The AMA makes information available about its policies and practices relating to the management of personal information.

POLICIES	PROCEDURES
<p>Policy 8.1 The AMA has open and transparent information management practices that ensure accountability for personal information.</p>	<p>Procedure 8.1 The AMA will provide individuals with information on the organization's privacy policies, procedures and practices, when requested.</p>
<p>Policy 8.2 The AMA makes information available about the privacy policies and practices.</p>	<p>Procedure 8.2 Individuals wishing to review the policies and procedures will be directed to the office of the Assistant Executive Director, Corporate Affairs. This request for information about the privacy policies and practices of the AMA will be furnished in a timely manner to the individual requesting the information.  The AMA privacy policies and procedures will be available on the AMA website.</p>
<p>Policy 8.3 The AMA makes available the information about the person responsible for the AMA privacy policies and procedures.</p>	<p>Procedure 8.3 The name of the Chief Executive Officer and the Assistant Executive Director, Corporate Affairs of AMA will be made available to anyone inquiring about the individuals accountable for personal information management practices within the AMA.</p>

PRINCIPLE 9: INDIVIDUAL ACCESS TO PERSONAL INFORMATION

Upon request, the AMA informs an individual of the existence, use and disclosure of his or her personal information and the individual has access to that information. An individual has the ability to challenge the accuracy and completeness of the information and have it amended as appropriate.

POLICIES	PROCEDURES
<p>Policy 9.1</p> <p>The AMA informs an individual of the existence, use and disclosure of his or her personal information upon request, and provides access at no cost to the individual.</p>	<p>Procedure 9.1</p> <p>Upon written request, the AMA program manager will inform an individual of the personal information that the organization keeps and will provide the individual with access to the information. The AMA program manager will respond within fifteen (15) business days from the date the request was received.</p> <p>The AMA program manager will provide a convenient and quiet location where the individual can review the information at no cost to the individual.</p> <p>Upon request, the AMA program manager will inform the individual how their personal information is being used and to whom it has been disclosed.</p>
<p>Policy 9.2</p> <p>The AMA provides the opportunity for an individual to correct inaccurate or incomplete information.</p>	<p>Procedure 9.2</p> <p>The AMA program manager will receive information from the individual in order to correct inaccurate or incomplete information. The changes provided by the individual can be submitted in writing, by email, by fax or by telephone.</p> <p>The AMA program manager will validate and amend the personal information within fifteen (15) business days from the date of receipt of the information.</p>
<p>Policy 9.3</p> <p>Where the AMA is unable to provide full access to an individual's request for information, the reasons for limiting access are stated in a specific, reasonable and justifiable manner.</p>	<p>Procedure 9.3</p> <p>The AMA program manager will provide in writing to an individual the reason(s) for not providing full disclosure of the requested information. The draft response will be reviewed by the Assistant Executive Director, Corporate Affairs before it is finalized and sent to the individual.</p> <p>The AMA program manager will provide the reason(s) in writing within fifteen (15) business days from the date the request was received.</p>

PRINCIPLE 10: CHALLENGING COMPLIANCE

An individual has the ability to challenge the AMA's compliance with these principles, by contacting the designated individual or individuals accountable for the organization's compliance.

POLICIES	PROCEDURES
<p>Policy 10.1</p> <p>The AMA provides a process for an individual to challenge the organization's compliance with the stated privacy principles, policies and practices.</p>	<p>Procedure 10.1</p> <p>Any individual who wishes to challenge the AMA's compliance with the stated privacy principles, policies and practices will direct their inquiry in writing to the Chief Executive Officer of the AMA.</p> <p>AMA staff members will inform the individual to direct their inquiry in writing to the Chief Executive Officer of the AMA.</p>
<p>Policy 10.2</p> <p>The AMA will investigate all personal privacy complaints, breaches or suspected privacy breaches.</p>	<p>Procedure 10.2</p> <p>AMA staff and contractors are responsible for immediately notifying the Assistant Executive Director, Corporate Affairs; the Privacy and Records Officer and the Director, Information Systems of any personal privacy complaints, breaches or suspected breaches and for assisting in its immediate containment.</p> <p>The Assistant Executive Director, Corporate Affairs will immediately notify the applicable provincial or federal privacy office and the AMA Chief Executive Officer of any breach or complaint; and if reasonable, the person whose personal information was breached including law enforcement, if applicable.</p> <p>The Privacy and Records Officer will conduct an investigation into all breaches and complaints. Complaints will be investigated using the applicable provincial or federal privacy complaint form.</p> <p>The Assistant Executive Director, Corporate Affairs will submit privacy breach investigation results and recommendations to the applicable privacy office; the AMA Chief Executive Officer; and the person whose personal privacy was breached. Complaint investigation results and applicable recommendations will be made available to the individual within 30 days from the date of receipt of the written complaint.</p> <p>The AMA will take appropriate action to rectify the situation if the complaint is justified, and the privacy policies and procedures will be amended if required.</p>

## DEFINITIONS

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**Access:** The entitlement of an individual to examine or obtain his or her own personal information held by an organization.

**Accountability:** An organization is responsible for personal information under its control and designates individual(s) who are accountable for the organization's compliance with its privacy policies, procedures and practices.

**Accuracy:** Personal information kept by the organization will be accurate, complete and up-to-date.

**Challenging Compliance:** An individual has the ability to challenge an organization's compliance with its privacy principles, policies, procedures and practices, and the complaint is directed to the designated individual(s) accountable for the organization's compliance with its privacy policies, procedures and practices.

**Consent:** An organization will ensure that there is voluntary agreement by an individual, or his or her legally authorized representative, to allow the collection, use or disclosure of the individual's personal information. The consent may be either express or implied, and should include an explanation as to the implications of withdrawing consent. *Express consent* is given explicitly and unambiguously, either verbally or in writing. *Implied consent* is given when the action/inaction of an individual reasonably infers consent.

**Disclosure:** Disclosure occurs when personal information is made available to a person who is not employed by or in the service of the party holding the information.

**Identify the Purpose:** Purposes, which includes why the information is being collected and how it is being used is identified by the organization at or preferably before the time of collection. The reason for collection is documented.

**Personal Information:** Personal information is any factual or subjective information, recorded or not, regarding an identifiable individual. Examples include name, age, identification number, income, ethnic origin, income, blood type, opinions, evaluations, comments, social status, disciplinary actions, employee files, credit or loan records, medical records, or the existence of a dispute between parties.

**Privacy:** Privacy is the fundamental right of an individual to have their personal information protected.

**Retention Schedule:** A retention schedule identifies the period of time personal information is held. Personal information should not be held for longer than is necessary to fulfill the purposes for which it was collected.

**Safeguards:** Safeguards are the actions taken to protect personal information. The level of the action is appropriate to the level of sensitivity of the information.

**Security:** Personal information is protected from unauthorized or unintentional loss, theft, access, use, modification, or disclosure.

**Use:** Use refers to the treatment and handling of personal information within an organization.





## EMAIL USAGE POLICY

Policy Area	Information Systems Group
Policy Category	User Policy
Policy Number	ISG-USER-P1
Effective Date	25-Jul-2012
Date of Last Review	N/A

## INTRODUCTION

The email system is an integral component of the AMA's operations and is subject to certain inherent risks:

- Exposure to external threats and vulnerabilities (Virus, Trojans)
- Exposure to misuse (legal liability, reputation)

The Email Service is defined as the information (email, calendaring, contacts, tasks and notes) and the tools that support the service (Exchange, Outlook, webmail, virus protection and spam filtering).

## POLICY SCOPE

This policy applies to all employees and contractors of the AMA and further applies to all methods of accessing the AMA's corporate Email regardless of ownership of the device used to achieve access.

## POLICY DETAILS

The policy details are as follow:

### *Acceptable Use*

- The Email Service is to be used for business purposes in serving the interests of the organization in the course of normal operations.
- Use of the Email Service must be consistent with the AMA Staff [or Contractor] Code of Conduct and Ethics Policy.

### *Limited Personal Use*

- Incidental personal use by staff and contractors of the Email Service is permitted, but the nature, frequency, duration and timing of personal use must not;



- interfere with work assignments or productivity,
- degrade the general performance of IT services, or
- result in significant direct costs to the AMA
- The nature of personal use should be consistent with the AMA Staff (or Contractor) Code of Conduct and Ethics Policy.

### *Filtering*

- The AMA may, at its discretion, apply automatic message filtering and rejection systems as appropriate, and deny transmission of messages with content that is unacceptable under the terms of this Policy, specifically, without limiting generality;
  - Scanning for viruses in inbound and outbound messages
  - Filtering for spam in inbound messages
  - Filtering known high risk file attachment types (.exe, .bat, etc.)
  - Black listing external senders for spam or previous violations of this policy

### *Usage Constraints*

- Limits will be established to ensure that overall performance of the Email system is not compromised (see ISG-USER-G1- Email Use Guideline);
  - **Email message size quotas** – restrictions will be placed on the size of attachments, size of emails and number of users an email can be distributed to (i.e. bulk emails).
  - **Mailbox size quotas** –Users will be notified when they reach defined thresholds. To help keep email storage within acceptable limits, end-users are required to purge or archive extraneous email.
  - **Email Archiving** – An archive management system will be implemented and managed by ISG to meet storage management and retention requirements and to ensure adequate performance of the Email service.

### *Security, Privacy & Confidentiality*

- As email is an insecure medium, it must not be used for communicating Private or Confidential Information in accordance with the AMA Privacy Policies and Procedures Guide.
- The official corporate disclaimer should be included on every external email (see ISG-USER-G1- Email Use Guideline).



- Storage of emails containing Private or Confidential Information is not permitted on non-AMA owned equipment. This includes forwarding mail to a non-AMA account or using an email client on a non-AMA machine to download corporate email.
  - Noted Exceptions:
    - Approved Blackberry devices of AMA contractors

### ***Reporting and Enforcement***

- If you receive unsolicited email (SPAM), forward it to the AMA helpdesk at [helpdesk@albertadoctors.org](mailto:helpdesk@albertadoctors.org).
- If you receive an unacceptable or inappropriate email (excluding SPAM), from external or internal sources, bring it to the attention of your manager, the Director of Information Systems or the Director of Human Resources.
- If there is reason to suspect that laws or AMA policies have been violated on an email account; access privileges may be withdrawn or restricted until an investigation has been conducted.

### **POLICY APPLICATION**

1. It is the responsibility of every AMA email account user to know this policy and to conduct their activities accordingly.
2. ISG is responsible for implementation of the stated System Constraints outlined in the Email Use Guideline.
3. ISG is responsible for maintaining a log of policy exceptions.
4. When a complaint is received or there are reasonable grounds to believe that a violation of this policy has occurred, the Director of Information Systems will be informed and will be responsible for oversight of the investigation and monitoring process.

### **POLICY REVIEW**

This policy must be reviewed annually by ISG to ensure relevance.



## MOBILE COMPUTING POLICY

Policy Area	Information Systems Group
Policy Category	User Policy
Policy Number	ISG-USER-P4
Effective Date	25-Jul-2012
Date of Last Review	15-Aug-2012

## INTRODUCTION

There are several inherent risks associated with the use of Mobile Computing Devices:

- Device portability increases the risk of loss, damage, theft and unauthorized use
- Connection to multiple networks increases virus and hacking vulnerabilities
- Ability to install software can lead to security and licensing problems, and increased support requirements

## POLICY SCOPE

This policy applies to employees and contractors of the AMA that operate mobile computing devices connected to AMA networks.

The phrase "Mobile Computing Device" includes all portable equipment that has *any* data processing capability, and includes (but is not limited to) the following devices:

- Laptops
- Tablet computers (e.g. iPad, Playbook)
- Smart Phones (e.g. Blackberry, iPhone)

In this document, unless qualified otherwise, the term 'Mobile Computing Device' shall apply equally to an AMA issued device or to a user owned mobile computing device during the time that it is connected to the AMA Network.

## POLICY DETAILS



### ***Device Issuance***

- Due to increased cost and risk associated with Mobile Computing Devices, AMA issued Mobile Computing Devices will be provisioned only to staff that have a demonstrated need for them.
- ISG will determine hardware standards for AMA issued devices and will provide support for them.

### ***Employee/ Contractor Owned Mobile Computing Devices (Un-trusted)***

- The AMA reserves the right to scan user owned Mobile Computing Devices connected to the AMA Network at any time to enforce the terms of this policy or to ensure the security of the AMA network. Scans will be limited to verifying presence of security software and appropriate level of operating system patches.
- AMA ISG provides no support for user owned Mobile Computing Devices, and limited support for the connection of user owned Mobile Computing Devices to the AMA network.

### ***Acceptable Use***

- AMA issued Mobile Computing Devices are to be used for business purposes in serving the interests of the organization in the course of normal operations.
- Use of AMA issued Mobile Computing Devices must be consistent with the *AMA Staff [or Contractor] Code of Conduct and Ethics Policy*.
- Use of user-owned Mobile Computing Devices, connected to AMA networks or using AMA services, must be consistent with the *AMA Staff [or Contractor] Code of Conduct and Ethics Policy*.

### ***Limited Personal Use***

- Incidental personal use by staff and contractors of AMA issued Mobile Computing Devices is permitted, but the nature, frequency, duration and timing of personal use must not;
  - interfere with work assignments or productivity,
  - degrade the general performance of IT services, or
  - result in significant direct costs to the AMA
- Limited Personal Use applies equally to user owned Mobile Computing Devices where personal use is using AMA network or system resources or whose usage fees are paid for by AMA



### *Security*

Mobile Computing Devices are significantly more susceptible to theft and unauthorized access. Staff will take appropriate actions to protect these devices from loss or access, including but not limited to:

- Mobile Computing Devices must have a password protected keyboard/screen lock activated by a period of *inactivity* (see ISG-USER-P6 - Password Policy).
- Employees, contractors, and third parties are obligated to report the loss or theft of an AMA issued or user owned Mobile Computing Device with AMA connection capability and storing AMA information. The report should be made to ISG via the Help Desk as soon as the loss is discovered.
- Laptop computers must (where applicable) be running active anti-virus software with virus definitions no more than 1 week old, and a personal firewall must be active.
- Laptop computers must be running an operating system with vendor supplied security patches fully up to date.
- AMA-issued laptop computers must be encrypted using a minimum of a 128 bit full-disk encryption program.
- Where possible, ISG will remotely wipe AMA-issued Mobile Computing Devices that have been reported lost or stolen.

### *Privacy and Confidentiality*

- Personal Health Information should never be stored on Mobile Computing Devices for any reason.
- Personally Identifiable Information should not be stored on Mobile Computing Devices unless:
  - explicitly authorized by the Director, Information Services and AMA's Privacy Officer.
    - Exceptions require a formal request outlining a compelling business case and the explicit permission of the Director, Information Services, the appropriate business manager and where applicable the AMA Privacy Officer.
  - Noted Exceptions:
    - Contact lists on authorized Smart Phones and Tablets.



- Personally Identifiable Information and Business Confidential Information should not be stored on Mobile Computing Devices unless
  - the storage device is encrypted, using encryption technology specified and installed by ISG, and
  - the minimal amount of data required is stored on the device and is removed at the earliest possible convenience.

#### *Data Management and Information Security*

- Backing up locally stored data on Mobile Computing Devices is the responsibility of the user. Lost or stolen devices that are not regularly backed-up may contain information that is irretrievable.
- Users of shared (pool) Mobile Computing Devices must ensure that they remove all data that they have stored on the Mobile Computing Device prior to returning the device to the pool.

#### *Software*

- AMA issued Laptops are provided with a standard set of software. The user will not install, uninstall or disable any software on the device. If the user requires further software a request should be made through the Helpdesk to ISG.

#### *Termination or End of Use*

- Managers /Directors are responsible for the collection of and return to ISG of AMA-issued mobile computing devices in the possession of the employee, contractor or third party being terminated.
- Managers /Directors are responsible for monitoring the ongoing business need for Mobile Computing Devices and arranging for the return of AMA issued devices that are no longer needed.
- Data stored on Mobile Computing Devices must be securely erased by ISG before the device is reassigned or disposed of.

#### *Lost, Stolen or Compromised*

- Employees, contractors, and third parties are obligated to report a compromised, lost or stolen AMA issued mobile device. ISG should be contacted immediately upon discovery.

#### **POLICY APPLICATION**



1. It is the responsibility of every AMA employee/contractor operating a Mobile Computing Device to know this policy and to conduct their activities accordingly.
2. Mobile Computing Device users should be familiar with the *(ISG-USER-G4 Mobile Computing Guidelines)*.
3. ISG is responsible for implementing security measures to protect AMA systems.
4. ISG is responsible for maintaining a log of policy exceptions.

### **POLICY REVIEW**

This policy must be reviewed annually by ISG to ensure relevance.



## Onboarding Employee Checklist for IT

EMPLOYEE INFORMATION	
Name with middle initial:	Start date:
Department:	Anticipated end date:
Reports to :	Anticipated exiting time:
Location:	Title:
Additional Comments:	
Please Indicate if Staff or Contractor:	
<input type="checkbox"/> Staff <input type="checkbox"/> Contractor	
Additional Comments:	
Hardware Requirements:	
<b>Computer: (Please fill this section if you already have a computer available for the new hire)</b>  <input type="checkbox"/> Computer PC #: <input type="checkbox"/> Laptop #:  <i>*The PC number can be found on a sticker at the top of the physical workstation.</i>	<b>Mobile Devices:</b> <input type="checkbox"/> Blackberry Classic <input type="checkbox"/> Blackberry Z30 <input type="checkbox"/> iPhone 6 – 16 GB <input type="checkbox"/> iPhone 6 – 64 GB <input type="checkbox"/> iPhone 6 Plus – 16 GB <input type="checkbox"/> iPad  iPhones are available in Silver, Space Grey or Gold.
<b>Additional Equipment:</b> <input type="checkbox"/> Remote Access Fob <input type="checkbox"/> Desk Phone <input type="checkbox"/> Headset <input type="checkbox"/> PC (procure) <input type="checkbox"/> Laptop (procure)	
Additional Comments:	
Software Accounts/Licenses	
<b>Microsoft:</b> <input type="checkbox"/> Project <input type="checkbox"/> Visio <input type="checkbox"/> Great Plains <input type="checkbox"/> Other:	<b>Adobe:</b> <input type="checkbox"/> Acrobat Pro <input type="checkbox"/> Indesign <input type="checkbox"/> Other:
<b>Other:</b> <input type="checkbox"/> VMWare View: (List Pool) <input type="checkbox"/> Integra: <input type="checkbox"/> Avanti: <input type="checkbox"/> Other:	
Additional Software: Please note that non-standard software requests are subject to ISG approval.	
MSIS Account Requirements:	
<input type="checkbox"/> Accounting <input type="checkbox"/> CME <input type="checkbox"/> Committee Expense (CEP) <input type="checkbox"/> Contacts (CNT)	<input type="checkbox"/> HBTF <input type="checkbox"/> Insurance (INS) <input type="checkbox"/> Membership (MBR) <input type="checkbox"/> MLR
<input type="checkbox"/> PLS <input type="checkbox"/> PLP <input type="checkbox"/> RET <input type="checkbox"/> Cognos Queries <input type="checkbox"/> Other:	
Additional Comments:	
Email Access:	
Individual Mailbox: <input type="checkbox"/> Yes	Additional Mailboxes (Please list them here and specify if the user requires the ability to Send emails from them):

<input type="checkbox"/> No	
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**Website Access**

<input type="checkbox"/> AMA Staff Web Access <input type="checkbox"/> Other:	<input type="checkbox"/> Other:	<input type="checkbox"/> Docova <input type="checkbox"/> Other:
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Additional Comments:

**Email Distribution Lists**

<input type="checkbox"/> Department: <input type="checkbox"/> Floor: <input type="checkbox"/> Other:	<input type="checkbox"/> Other: <input type="checkbox"/> Other: <input type="checkbox"/> Other:	<input type="checkbox"/> Other: <input type="checkbox"/> Other: <input type="checkbox"/> Other:
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Additional Comments:

**Phone Line**

<input type="checkbox"/> Use existing ext.: <input type="checkbox"/> New direct line req. <input type="checkbox"/> Assign internal ext.	<input type="checkbox"/> Other: <input type="checkbox"/> Other: <input type="checkbox"/> Other:	<input type="checkbox"/> Other: <input type="checkbox"/> Other: <input type="checkbox"/> Other:
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Please note that direct dial in lines are subject to a 5\$ per mo. Fee.

**Network Drive Access**

<input type="checkbox"/> H drive: <input type="checkbox"/> L drive: <input type="checkbox"/> W Drive: <input type="checkbox"/> R Drive: <input type="checkbox"/> S Drive: <input type="checkbox"/> Q Drive:	<input type="checkbox"/> Other: <input type="checkbox"/> Other:	<input type="checkbox"/> Other: <input type="checkbox"/> Other:
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\*Please note folders req. for W drive access.

**Printer Access (Please list printers here):**

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**Additional Comments**

(please fill this if you have any requirements other than the ones mentioned above)

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\*Please note that we require a minimum of 2-4 weeks to onboard staff. In order to ensure that your employee is on-boarded in a timely manner a ticket will need to be submitted within that time frame. Tickets can be emailed via the [helpdesk@albertadoctors.org](mailto:helpdesk@albertadoctors.org)