

ALBERTA INFORMATION MANAGER AGREEMENT ("IMA")

Dated the _____ day of _____, 2013

BETWEEN:

(name(s) of physician(s) within an office or clinic)
(hereinafter referred to as the "Custodian(s)")

AND

(vendor name)
(hereinafter referred to as the "Information Manager")

THE PARTIES AGREE AS FOLLOWS:

Definitions

1. Except where noted, words and phrases defined in section 1 of the *Health Information Act* have the same meaning in this Information Manager Agreement (IMA).
2. In this IMA:
 - a) "Health Information Act" or "HIA" means the Health Information Act, R.S.A. 2000, c. H-5, as amended from time to time, and the regulations thereunder
 - b) "Information Management Services" means temporary custodial access to the Clinic's data for purposes of program updates, maintenance and support
 - c) "Information Manager Agreement" means an agreement made pursuant to section 66 of the Health Information Act and includes this Agreement
 - d) "System" means the Electronic Medical Record software provided by (vendor name) to the Clinic for the creation, storage, and retrieval of Health Information.

Objectives

3. The objectives of this IMA are to comply with section 66 of the HIA, with respect to the provision of services to the Custodian by the Information Manager as outlined in paragraph 8 of this IMA.

Compliance with Applicable Laws

4. The Information Manager shall at all times comply with the HIA, the regulations and with the policies and procedures established or adopted by the Custodian under section 63 of the HIA.
5. The parties shall comply with the provisions of the HIA in the processing, storage, retrieval or disposal of Health Information, including the stripping, encoding and transformation of individually identifying health information to create non-identifying health information, and the provision of information management or information technology services.
6. Nothing in this agreement absolves the parties from complying with other statutory, legal or contractual requirements.
7. In providing the Information Manager services in accordance with this Agreement, the Information Manager may need to have access to, or may need to use, disclose, retain or dispose of Health Information.

Services to be Provided

8. The Information Manager shall provide Information Management Services to the Clinic in accordance with the terms and conditions on this IMA.
9. The Information Manager may charge a fee for the Information Management Services pursuant to the Agreement between the parties in writing.
10. The Information Manager shall not collect Health Information, only the Custodian(s) may collect Health Information per HIA s20 and use per the purposes set out in HIA s27.
11. The Information Manager shall provide Information Manager services with reasonable care, skill and diligence to a professional standard and maintain a high degree of data accuracy in handling Health Information.

Confidentiality

12. The Information Manager shall treat all Health Information that it has access to under this IMA as confidential. Only those employees or agents of the Information Manager who are engaged in Information Manager Services shall have access to Health Information. The Custodian will provide Health Information to the Information Manager on a need to know basis. The Information Manager shall take all reasonable steps to prevent disclosure of Health Information.
13. The Information Manager shall only use and disclose Health Information for the purposes provided for in this Agreement.
14. The Information Manager shall limit its use and disclosure of health information to only the minimum necessary Health Information required by the Information Manager to furnish services or resolve support issues on behalf of the Custodian. The Information Manager shall not retain, save, print, store, or otherwise maintain Health Information after a problem is resolved.

15. Should any disclosure of Health Information occur, the Information Manager shall forthwith provide immediate notification to the Custodian, including the particulars of the disclosure. The Information Manager shall take all reasonable steps to mitigate the disclosure immediately and on an ongoing basis, as required.
16. The Information Manager may provide Health Information to any other Information Managers used by the Custodian with authorization by the Custodian.
17. Any expressed wishes from a patient relating to Health Information will be directed to the Custodian. The Information Manager will not take any other action without authorization by the Custodian.

Patient Requests for Information

18. Any requests from a patient for access to, or correction of, Health Information will be directed to the Custodian.
19. The Information Manager shall inform the Custodian of all patient requests for Health Information as soon as is reasonably practicable.

Audit

20. The Information Manager agrees to permit the Custodian to audit its performance of this Agreement, including providing reasonable access to the applicable facilities of the Information Manager.
21. The Custodian may assign its right to audit under paragraph 18 to its employees, agents and contractors.
22. Nothing in this IMA shall be interpreted to limit the right of the Auditor General of Alberta or the Office of the Information and Privacy Commissioner of Alberta to conduct an audit or investigation.
23. The Custodian has the right to monitor and generate an audit trail of (vendor)'s access of Health Information. Routine audits may be conducted to verify that Health Information has only been used in the manner contemplated by this IMA.

Protection and Security of the Health Information

24. The Information Manager, its employees, subcontractors, and agents must protect the Health Information against such risks as unauthorized access, use, disclosure, destruction or alteration.
25. The Information Manager must limit access to the Health Information only to those employees, subcontractors or agents of the Information Manager who have a need to know.
26. The Information Manager, its employees, subcontractors, and agents have a duty to protect Health Information that must be equal to or greater than the Custodian's obligations in section 60 of the *Health Information Act* and section 8 of the Health Information Regulation.

27. The Information Manager, its employees, subcontractors, and agents must not modify or alter the Health Information unless that is required as part of the services and only on the written instructions of the Custodian(s) providing the Health Information. Specifically:
 - a. The Information Manager will ensure that its employees, subcontractors, and agents who may be in contact with the Health Information are informed of the need to fulfill the privacy obligations of the *Health Information Act*;
 - b. The Information Manager will comply with the Custodian's(s') policies and procedures for access to the Health Information and with the physical security and access controls and the information technology security and access controls that are set out in the Custodian's policies and procedures.
 - c. The Information Manager will notify the Custodian(s) in writing immediately if the Information Manager or its employees, subcontractors or agents become aware that any of the conditions set out in this Agreement or in any of the Custodian's security policies and procedures have been breached.

Retention and Disposition of the Health Information

28. No Health Information shall be permanently stored outside the province of Alberta. Health Information may be temporarily stored, as copies, on servers outside of the province of Alberta as part of the provision of Information Services. This Health Information will be deleted as soon as the Information Services have been provided and the temporary data storage for Health Information shall not be subject to back-up. In any case, the provisions of this IMA will apply to any information temporarily stored outside the province of Alberta.
29. The Information Manager will ensure that all Health Information extractions or copies that are no longer required are destroyed. The Information Manager will provide to the clinic a written certificate of destruction of any and all remaining data in the Information Manager's control.

Term and Termination

30. This IMA is for a term of **(months, years, etc)** from the date it is signed.
31. The parties may terminate this IMA upon mutual agreement in writing. Either party may terminate this IMA upon ninety (90) days written notice to the other party at its normal place of business by registered mail.
32. Upon termination of this IMA, the Information Manager shall return all Health Information to the Custodian and destroy all duplicate copies of such Health Information.

Indemnification

33. The Information Manager indemnifies and holds the Custodian harmless from any claims, damages and losses arising out of the Information Manager's performance of this IMA including, without limitation, any and all claims, damages and losses arising out of the unauthorized disclosure of Health Information.

34. The Information Manager agrees to be liable to, and to indemnify and hold the Custodian, its employees, subcontractors, agents, and suppliers harmless from any and all claims, demands, suits, actions, causes of action or liability of any kind whatsoever for damages, losses, costs or expenses (including legal fees and disbursements), or other amounts that may arise, directly or indirectly as a result of:
- a) any breach of applicable law;
 - b) any breach of this IMA;
 - c) any unauthorized collection, use, or disclosure or alteration of Health Information;
 - d) any unauthorized exchange of Health Information;
 - e) any unauthorized access to the System;
 - f) any breach of the security or privacy of Health Information the Custodian has entered or has provided access to through the System; or
 - g) any unauthorized alteration (including, without limitation, unauthorized access) of the Health Information the Custodian has contributed to the System, by or caused by the Information Manager, its employees, agents, or others for whom the Information Manager is legally responsible.
35. The Custodian agrees to be liable to, and indemnify and hold the Information Manager, its employees, subcontractor, agents, and suppliers harmless from any and all claims, demands, suits, actions, causes of action or liability of any kind whatsoever for damages, losses, costs or expenses (including legal fees and disbursements), or other amounts that may arise, directly or indirectly as a result of:
- a) any breach of applicable law;
 - b) any breach of this IMA;
 - c) any unauthorized collection, use, or disclosure or alteration of Health Information;
 - d) any unauthorized exchange of Health Information;
 - e) any unauthorized access to the System;
 - f) any breach of the security or privacy of Health Information the Custodian has entered or has provided access to through the System; or
 - g) any unauthorized alteration (including, without limitation, unauthorized access) of the Health Information the Custodian has contributed to the System, by or caused by the Custodian, its employees, agents or others for whom the Custodian is legally responsible.
36. **Indemnification Process:** the indemnifying party will defend and settle, at the indemnifying party's own expense, all such claims and will pay all awards, damages, costs, and other amounts awarded to the claimant or agreed to in a settlement, including the indemnified party's reasonable legal fees and expenses prior to the indemnifying party assuming control of the defense to such claims and the reasonable and necessary expenses relating to cooperation requested by the Indemnifying Party.
37. **Indemnification Conditions:** the indemnified party shall notify the indemnifying party of such claim without undue delay. The indemnifying party shall have control over the defense, final award or settlement of such claim, provided; however, that the indemnifying party shall not compromise or settle a claim in the name of the indemnified party without the indemnified party's prior consent, and the indemnified party shall cooperate with the indemnifying party in such defense and settlement.

General Provisions

- 38. The provisions of this IMA are binding upon the parties with respect to its subject matter, and may be modified or amended by the parties in writing.
 - 39. This Agreement may be executed in counterpart.
 - 40. This Agreement is made under the laws of the Province of Alberta.
- Paragraphs 14, 15, 17, 22, and 24 shall survive termination of this agreement.

Information Manager – vendor name

Per: _____
Authorized Signatory _____
Witness

Date: _____

Custodian - _____ Date: _____
(Print Name)

Custodian Signature _____
Witness

Custodian - _____ Date: _____
(Print Name)

Custodian Signature _____
Witness

Custodian - _____ Date: _____
(Print Name)

Custodian Signature _____
Witness

Custodian - _____ Date: _____
(Print Name)

Custodian Signature _____
Witness