# Information Management Agreement - Generic

# Document Purpose and Overview

This Information Management Agreement (IMA) template is intended to be adapted by physicians (custodians) to document the collection, storage and disclosure of health information as required under the [Health Information Act](https://www.qp.alberta.ca/1266.cfm?page=H05.cfm&leg_type=Acts) (HIA).

An Information Manager is defined under the HIA as a person or body that:

* Processes, stores, retrieves or disposes of health information
* Strips, encodes, or otherwise transforms individually identifying health information to create non-identifying health information
* Provides information management or information technology (IT) services

An IMA should be used for:

* Anyone who has access to the electronic medical record (EMR) data for evaluation and quality improvement purposes (includes data being stripped, encoded, or transformed by a party other than the custodian)
* Clinics using a billing agent or transcription service
* Clinics using a storage firm for electronic or paper records
* Clinics using an IT service provider/company

Note: In most cases, Alberta EMR vendors will have the IMA embedded in their Service Agreement or End-User License Agreement.

# Instructions for use

These instructions are meant to assist you with making this document your own and to fulfill your obligations under the HIA. The document is created in a standard word document and can be edited to address the specific agreement needed. Please find the referenced section highlighted in yellow in the IMA.

* Page 1 of the IMA:
	+ State the names of the Lead Custodian on Page 1. (see further information about the lead custodian below).
	+ The Information Manager is the company (or individual) who is providing the service described above.
	+ Fill in the effective date of the agreement.
* Page 2 of the IMA:
	+ Appointment and Duties of the Information Manager: fill in the name of the company or individual named on Page 1.
* Page 4 of the IMA:
	+ Patient Request for Information (clause 25): 24 hours is recommended.
* Page 5 of the IMA:
	+ Terms and Termination (p. 5): a term between one to five years is recommended.
	+ Notices: the agreements must be signed and dated by the authorized representatives.
* Page 6 of the IMA:
	+ Schedule A: clinics with more than one physician often delegate one of the physicians in the clinic as “lead custodian”. This physician can be named as the authorized representative. The authorized representative becomes the signatory to the agreement on behalf of all clinic physicians.
* Page 7 of the IMA:
	+ Schedule B: contains a listing of the tasks or services provided by the Information Manager. These can sometimes be found in a service agreement with the provider.

# Questions?

If you have any questions about this document or require further assistance, please contact the Alberta Medical Associations’ Security, Privacy and Data Sharing (SPaDS) team at privacySPaDS@albertadoctors.org.

**BETWEEN:**

**LEAD CUSTODIAN’S NAME**

(“Physician(s)”)

- and –

**INFORMATION MANAGER NAME**

 (“Information Manager”)

**INFORMATION MANAGEMENT AGREEMENT**

**GENERAL**

1. This Agreement is intended to establish the rules governing the collection, storage, and disclosure of health information by the Information Manager and the terms upon which the Physician(s) may access, use or disclose stored health information, all in compliance with s. 66 of the HIA.
2. The guiding principles of this Agreement are those found in the HIA, including the use and disclosure of the least amount of health information necessary to achieve the purposes.

**DEFINITIONS**

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

“Health Information Act” or “HIA” means the Health Information Act, R.S.A. 2000, c. H-5, as amended from time to time and the regulations thereunder;

“Effective Date” means the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_. 20\_\_;

“Electronic Medical Record” or “EMR” means the collection of health information relating to the Patients of the custodian(s) stored in an electronic format and managed by the Information Manager;

“Information Management Agreement” means this Agreement;

“Information Management Services” means the services provided by the Information Manager to the Physician(s) in accordance with the provisions of this Information Management Agreement;

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

“Physician(s)” means a medical doctor licensed to practice medicine in the Province of Alberta, includes physicians practicing through Professional Corporations, physicians practicing as partnerships, or in association with other physicians (“the Physician Group”);

“System” means the EMR software utilized by the Physician(s) in the course of performing their clinical responsibilities for Patients;

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

**AUTHORIZED REPRESENTATIVE(S)**

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

**CONTINUING CONSENT OF PHYSICIAN(S)**

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

**APPOINTMENT AND DUTIES OF INFORMATION MANAGER**

1. The Physician(s) hereby appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to act as its Information Manager.
2. The Information Manager shall receive and store health information relating to a Patient’s clinical treatment within the clinic.
3. The Information Manager may use health information in its custody and control for any of the purposes outlined in this Information Management Agreement.
4. The Information Manager may disclose health information in a non-identified (aggregate) basis, to any custodians who are parties to this Information Management Agreement. The Information Manager may disclose identifiable data to a physician responsible for or involved in the treatment or management of the Patient.
5. The Information Manager may disclose health information to Third Parties, as authorized by the HIA and in accordance with the specific directions from the Physician(s).
6. In providing the Information Management Services in accordance with this Agreement, the Information Manager will need to have access to, or may need to use, disclose, retain or dispose of the some or all of the health information.
7. The Information Manager shall not collect health information; only the Physician(s) may collect health information in accordance with s. 20 of the HIA, and use the health information in accordance with s. 27 of the HIA.
8. Disclosure to Physician(s) or Third Parties shall be for the following purposes:

A. For ongoing patient care;

B. For medical practice audits;

C. For data counts or statistical purposes;

D. For research conducted on aggregate health information; or

E. For research requiring individualized data.

1. The Information Manager shall store and disclose health information strictly in accordance with the terms of this Agreement and the HIA and any other applicable legislation in force in the Province of Alberta and will not allow access to stored health information to any person other than for the purposes referenced in this Agreement.
2. The Parties agree that all stored health information is private and confidential. The Information Manager will take reasonable steps to maintain that confidentiality, including termination of this Information Management Agreement with Physicians determined to be in breach of this Information Management Agreement.
3. The Physician(s) warrant and represent that the health information has been gathered and stored with the consent of the patient who owns the health information contained therein.

**CONFIDENTIALITY**

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

**PATIENT REQUEST FOR INFORMATION**

1. Any expressed wishes from a Patient relating to health information, including access requests and requests to amend or correct health information under Part 2 of the HIA, will be directed to the Physician(s). The Information Manager will not take any other action without authorization by the Physician(s).
2. Any requests under clause 24 must be forwarded, in writing, to the Physician(s) within \_\_ hours of receipt of that request.
3. Patient requests for information shall, where possible, be responded to by the Physician(s) within five (5) business days of the receipt of the request.

**PROTECTION AND SECURITY OF HEALTH INFORMATION**

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

**RETENTION AND DESTRUCTION OF HEALTH INFORMATION**

1. No health information in the custody and control of the Information Manager shall be stored outside of the Province of Alberta.
2. No health information in the custody and control of the Information Manager shall be destroyed or disposed of without the express written consent of the Physician(s).
3. Upon termination of this Information Management Agreement, the Information Manager will ensure that the health information is returned to the Physician(s) who have contributed the health information, together with all modifications, additions and enhancements in a mutually acceptable format, failed following which any remaining copies will be destroyed.

**TERM AND TERMINATION**

1. This Information Management Agreement is for a term of \_\_\_\_\_\_\_\_\_\_\_\_ years from the Effective Date, unless renewed by the parties.
2. Either party may terminate this Information Management Agreement by serving the other party with written notice of termination at least 30 days in advance of the intended date of termination.
3. Upon termination, the Information Manager shall not disclose health information contributed by the Physician(s) without the express consent of the Patient who is the subject matter of the health information, unless the disclosure is done in a non-identifiable or aggregate manner.

**NOTICES**

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

**EXECUTED** at the City/Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Alberta this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

 INFORMATION MANAGER

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Physician(s)/Authorized Representative(s)

**SCHEDULE “A”**

**AUTHORIZED REPRESENTATIVES**

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

(1)

(2)

(3)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Acknowledgement of Authorized Representative(s)

This is Schedule “B” to an Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(the Custodian(s)* and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(the Vendor)* and forms part of that Agreement.

**Schedule “B”**

**Description of Services to be provided by the Information Manager**