

**MEMORANDUM OF UNDERSTANDING  
REGARDING AN APPROACH TO INFORMATION SHARING AMONG PHYSICIAN USERS OF  
ALBERTA HEALTH SERVICES CLINICAL INFORMATION SYSTEMS**

This Memorandum of Understanding (“**MOU**”) made effective January 1, 2018 (the “**Effective Date**”)

**AMONG:**

**ALBERTA HEALTH SERVICES  
 (“AHS”)**

- and -

**ALBERTA MEDICAL ASSOCIATION (CMA ALBERTA DIVISION)  
 (“AMA”)**

- and -

**THE COLLEGE OF PHYSICIANS AND SURGEONS OF ALBERTA  
 (“CPSA”)**

- and -

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY  
 (“UCalgary”)**

- and -

**THE GOVERNORS OF THE UNIVERSITY OF ALBERTA  
 (“UAlberta”)**

**RECITALS:**

- A.** AHS and AMA entered into an Information Sharing Framework (“**ISF**”) agreement in 2012, as amended in 2015 to include Covenant Health, to establish governance of a shared ambulatory care Electronic Medical Record (“**EMR**”) for “the improvement of the quality and efficiency of care through the enhancement of public health surveillance, education and research, resource management and overall health system improvement.”
- B.** Following introduction of the ISF, it became apparent that a simplified information sharing model was required to accommodate AHS’ evolving health information systems, growth of Clinical Information Systems (“**CIS**”) beyond outpatient settings, as well as to keep pace with increased pressures associated with maintaining quality health care.
- C.** While the legacy of the ISF has afforded many opportunities for establishing and improving processes for sharing Health Information, a new information sharing model must be flexible enough to accommodate changes AHS makes to its information technology as well as having the capability to support a broader group of users and their requirements. The new model must also recognize the diverse contributions and information needs of health professions other than the physician community in addition to reasonably accommodating the information needs of researchers and the academic community. The new model must be a sustainable and scalable approach capable of spanning the continuum of care throughout Alberta, while adapting to future information innovations and ever-increasing demands on the Alberta health care system.

- D. The purpose of this MOU is to document the mutual desire of AHS, the Physicians of Alberta as represented by the AMA, the CPSA, and the Faculties of Medicine to work together in the spirit of collaboration to foster the exchange of Health Information within each of AHS CISs, based upon agreed principles of information stewardship and governance to promote transparency and trust among multiple groups of participants while facilitating the collection, access, use and disclosure of Health Information in accordance with the *Health Information Act*, (Alberta), as amended (“HIA”) and other legal, organizational and regulatory requirements.

**NOW, THEREFORE IN CONSIDERATION** of the mutual covenants of the parties hereto (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

**1. AHS CIS INFORMATION SHARING APPROACH**

- 1.1 The parties to this MOU are committed to working together collaboratively with mutual respect and trust to implement an approach for responsible and responsive information sharing culture relating to the collection, access, use and disclosure of Health Information within each of the AHS CISs. This mutual understanding is expressed through the following Schedules attached to this MOU:

Schedule “A” – Statement of Principles for an Approach to Information Sharing

Schedule “B” – Information Sharing Compact in Draft

Schedule “C” – Information Stewardship Committee Terms of Reference Template

Schedule “D” – Information Manager Agreement Template

- 1.2 This MOU applies to any AHS CIS (as defined in Schedule “A” attached hereto, including the anticipated AHS Provincial CIS) and specifically articulates the unique information sharing needs of Physicians who use an AHS CIS, including without limitation, those Physicians who were formerly participants in the ISF, as well as Physicians engaged in academic activities. As stated in Schedule “A”, this MOU does not apply to other applications that may be integrated or used in conjunction with an AHS CIS, such as Netcare or other EMR’s not included in the definition of an AHS CIS.
- 1.3 The parties to this MOU are committed to, and bound by the principles and approach to information sharing as set out in Schedule “A” to this MOU. AHS acknowledges the unique and extremely important role that Physicians play in patient care and is committed to working with the Physicians of Alberta to reflect their role within the information sharing processes and procedures for the AHS CISs. This will be done by collaborating with representatives provided by the AMA and the Faculties of Medicine, with input and feedback provided by the CPSA as required from time to time. This MOU highlights the unique aspects and requirements of information sharing for Physicians that are not otherwise expressed in Schedule “A”. Collaboration between the parties will be achieved by representatives from the AMA, the CPSA and each of the respective Faculties of Medicine contributing input as members on each of the AHS CIS Information Stewardship Committees.
- 1.4 In order to address the need for AHS CIS information sharing norms, and to account for professional obligations and legislative imperatives, AHS is developing and implementing the Compact, which currently takes the form of the document attached as Schedule “B” to this MOU. The draft Compact was developed by AHS with the assistance of a group of Physician volunteers using AHS’ Compact Development toolkit described in the AHS Information Sharing Approach attached in Schedule “A”. The Compact is intended to be a clear statement of reciprocal expectations and accountabilities between parties. It is not a legally binding contract; rather, it is a living document that evolves over time with public accountability as its key objective. The Compact is designed to reinforce the AHS Information Sharing Approach.

## 2. ACKNOWLEDGEMENT OF UNIQUE PHYSICIAN REQUIREMENTS

- 2.1 Physicians recognize that AHS has a role to provide information services supporting continuity of care, and that all clinicians working within AHS environments will extensively use the processes and capabilities of these services to meet their professional responsibilities. AHS provides not only the technology required for information management but also the necessary organizational support to facilitate governance and stewardship of shared information. Physicians and AHS are jointly responsible for ensuring compliance with the HIA respecting the collection, use, disclosure and protection of information. As a Custodian, AHS will maintain the necessary governance and operational structures to ensure compliance with the HIA and any other applicable legislation. As a Custodian, AHS is accountable for establishing policy on the use, access, and disclosure of the information in an AHS CIS. Physicians with access to an AHS CIS are responsible for the information they contribute, use, access and disclose; all in compliance with the HIA and AHS policy.
- 2.2 AHS recognizes that Physician duties are shaped by professional regulation (as set in the CPSA Standards of Practice and similar regulations), professional norms (as set out in the CPSA Code of Conduct and other similar documents) and professional ethics (as set out in the CMA Code of Ethics and other similar documents), all as enabled by the *Health Professions Act* (Alberta), which explicitly or implicitly set unique trust, accountability and improvement expectations when Physicians use an AHS CIS to record, provide, monitor and improve health care, subject always to the provisions of HIA. These unique expectations include the following:
- (a) **Trust Relationship.** Information disclosed by a patient to a Physician is confidential, requiring a special trust relationship that is generally acknowledged and respected throughout Canada. There is public expectation that Physicians have the means to limit disclosure of particularly sensitive or confidential information. Perceptions of confidentiality are patient-centric and may shift in ways known only to Physicians when serving patients. Patients expect that Physicians can independently limit disclosure of confidential information, while still recording this information for future reference by the Physician(s). Patients further expect that Physicians are independently able to generate copies of any records, specially protected or otherwise, that relate to care provided in the context of the specific physician-patient relationship.
  - (b) **Unique Accountabilities.** Physicians are expected to be able to audit their own practices - and so easily recover information from a digital health record - when planning continuing professional development activities or complying with professional practice reviews. Physicians also need to be able to promptly produce reports from a CIS when responding to complaints, concerns or third party queries about care (including health care insurance, workman's compensation and other eligibility documentation requests). Physicians are expected to have the ability to submit electronic accounts of services provided, compensation requested, and performance objectives achieved. These may rely upon scheduling and billing applications integrated with a CIS. The parties agree to work together to identify workable methods for providing CIS data in a manner that supports these accountabilities and activities.
  - (c) **Improvement Responsibilities.** Physicians are expected to contribute to efforts to improve the health of both individuals and populations. Physician participation in clinical improvement initiatives (patient safety, quality assurance, quality improvement, care optimization, technology assessment, health services research, clinical inquiry, and other related activities) may require physician-facilitated data capture, codification, reporting and disclosure of both identifiable and de-identified health information.
  - (d) **Clinical Support Staff Accountabilities.** Physicians may have work arising from their obligations to AHS which requires their support staff to access and use AHS CISs to assist

the Physicians with completing this work. The parties agree to work collaboratively to facilitate access and use to AHS CISs by the support staff carrying out work on behalf of Physicians in accordance with AHS policies, practices and procedures.

- 2.3 Subject to the role of the CPSA and the Faculties of Medicine as set out in the MOU, AHS accepts the AMA as the representative of Physicians for the following purposes:
- (a) appointment of AMA representatives to sit as members on Information Stewardship Committees in accordance with the Terms of Reference for each such committee;
  - (b) negotiating and executing amendments to this MOU on behalf of the Physicians; and
  - (c) participating in the governance, issue resolution and review processes as set out in Article 4 of this MOU.
- 2.4 The parties agree and acknowledge that nothing in this MOU precludes or restricts AHS' ability to engage with Physicians independently with respect to the information sharing approach and related activities contemplated by this MOU and Schedules.

### 3. ACKNOWLEDGEMENT OF UNIQUE ACADEMIC COMMUNITY REQUIREMENTS

- 3.1 AHS recognizes that the Faculties of Medicine are important advocates for those Physicians in Alberta who have an academic interest in the information within an AHS CIS. In addition to the requirements outlined in Section 2, the parties further acknowledge the following unique requirements of those Physicians who are involved in academic medicine:
- (a) **Academic Accountabilities.** Academic Physicians have at least three (3) distinct accountabilities when using an AHS CIS in the context of physician-patient encounters. They are simultaneously clinicians, educators and researchers. Generally, they are acting as University appointees when they educate learners enrolled at the University, and when they conduct research as part of their University appointment. They may also be accountable to AHS or Alberta Health when participating in clinical education, research and service. The Faculties of Medicine and AHS will work collaboratively to facilitate academic Physicians' access to data within AHS CISs in support of the foregoing accountabilities and to understand and navigate organizational, regulatory, legal and legislative compliance requirements when using an AHS CIS in service of distinct but inter-related roles.
  - (b) **Clinical and Research Support Staff Accountabilities.** One unique aspect of the environment in which academic Physicians work relates to how other individuals employed or otherwise retained by the Universities, or by affiliated institutes (collectively referred to in this MOU as "Staff"), assist academic Physicians with their clinical, educational and research accountabilities. Neither AHS nor the academic Physicians may have a direct contractual or employment relationship with the Staff or with research assistants. Moreover, the employment relationship between the Universities and many members of the Staff may be subject to collective agreements or staff association representation. The Faculties of Medicine and AHS will work collaboratively to establish effective and efficient processes for providing and revoking access to an AHS CIS, as reasonably needed, for the Staff who assist academic Physicians in providing clinical care, health education, research and clinical support services. This collaboration may include leveraging or, to the extent that AHS and either one or both of the Universities have already entered into agreements governing access and use of AHS information systems, modifying existing agreements between the Universities and AHS in order to clarify the accountabilities and responsibilities of the different parties.

- (c) **Shared Business Processes.** The Universities and AHS will work collaboratively to enable and support business processes of academic Physicians related to the provision of clinical, education and research services (e.g. billing, scheduling, transcribing, scanning, uploading records, tracking research services) within AHS CISs where appropriate business management process tools or products are integrated within the CIS.
- (d) **Performance Tracking.** The Universities are responsible for the training of learners in undergraduate medical education and post graduate medical education. A large part of this training takes place in AHS environments, using AHS CISs. The Universities and AHS will work collaboratively so that such learners have the appropriate level of access for their training level and access to an AHS CIS in accordance with AHS policies and procedures throughout their training programs and for appropriate access by educators to facilitate administrative functions and performance measures as required by accreditation, credentialing and continuing improvement accountabilities.

3.2 UCalgary and UAlberta, as represented by their respective Faculties of Medicine, are recognized as representing the academic, research and teaching aspects of Physicians' activities in those institutions.

#### **4. GOVERNANCE, ISSUE RESOLUTION AND REGULAR REVIEWS**

4.1 AHS acknowledges and respects Physicians' information sharing obligations and accountabilities as set out in Articles 2 and 3 of this MOU and will reasonably engage with AMA and the Faculties of Medicine in a collaborative approach to promote practices and procedures for each of the AHS CISs which support fulfillment of these obligations.

4.2 The AMA, UCalgary and UAlberta, as represented by their respective Faculties of Medicine, agree that they will work with AHS to help Physicians recognize the need to engage with AHS representatives in a collaborative approach for maximizing the common good achieved with AHS CISs.

4.3 The parties agree that the governance structure and processes for managing the information sharing approach set out in this MOU will align with and enable "best practices" for relationship management; namely:

- (a) The parties will proactively identify sources of disagreement and discord and take timely action before they become matters of dispute, including without limitation, those matters which may be raised from time to time by each of the Information Stewardship Committees set up for each AHS CIS in accordance with the Terms of Reference template in the form attached hereto as Schedule "C";

- (b) Issues will be resolved through a process of cooperative and amicable interest-based negotiation;

- (c) The governance model established hereunder will enable the parties to work co-operatively together to effectively identify and resolve difficult issues; and

- (d) The governance structures established by the parties will be flexible, and in particular will accommodate on-going operations, periods of unplanned significant change or crisis, and allow the parties to acknowledge and act in ways that are consistent with their complex and varied roles and responsibilities pursuant to this MOU.

4.4 The Information Stewardship Committee for each AHS CIS shall meet regularly in accordance with its agreed upon Terms of Reference. Subject to the terms and conditions of this Section 4, each Information Stewardship Committee shall establish its own terms of reference and rules of

conduct as it may require from time to time. The terms of reference are to be approved by an appropriate governance committee for each AHS CIS.

- 4.5 Any issue or issues that cannot be resolved in accordance with the principles and processes outlined in Section 4.3 above shall be referred to the applicable Information Stewardship Committee for resolution.
- 4.6 Any issue which cannot be resolved, using good faith negotiations and reasonable efforts, by the respective Information Stewardship Committee for an AHS CIS for a period of six (6) months, or such other period of time as mutually agreed upon by the parties, shall be referred to the Health Information and Data Governance Committee ("HIDGC") for resolution.
- 4.7 In the event that a party or parties wish to "appeal" all or part of a recommendation provided by the HIDGC, such party or parties may refer the matter to the Minister of Health. A decision of the Minister of Health will be binding.
- 4.8 Every two (2) years following the Effective Date, the parties will use reasonable efforts to carry out a review of the terms and conditions of this MOU and attached Schedules with the intent to collaboratively evaluate, discuss, and make necessary changes to the documents as may be required and agreed to by the parties.

## **5. TERM AND TERMINATION**

- 5.1 This MOU shall commence on the Effective Date and continue until terminated in accordance with the provisions of this MOU.
- 5.2 All parties to this MOU must consider and address the safety and ongoing access of quality care for Albertans as the foremost priority to be addressed prior to any substantive amendments to, or termination of this MOU. For greater certainty, any substantive amendment to, or termination of this MOU must be reviewed by the Minister of Health or designate. For greater certainty, the parties agree that non-substantive amendments to this MOU do not require review by the Minister of Health or designate. Subject to the foregoing considerations, this MOU may be terminated as follows:
  - (a) This MOU may be terminated upon the mutual written agreement of the parties; or
  - (b) In the event that any party wishes to terminate its participation in this MOU for any reason, a termination notice must be provided six (6) months in advance to all parties and the notice must also be provided to Alberta Health via the Assistant Deputy Minister – Health Information Systems Division. In the event that such notice of termination was the result of a dispute, all parties must collaborate in good faith to attempt to resolve the dispute during the six (6) month termination notice period, failing which the termination will take effect.
- 5.3 Notwithstanding any termination, amendment or replacement of this MOU, as may be applicable under the circumstances, the parties agree that the ISCs for each respective AHS CIS shall continue, for a reasonable period of time thereafter, to be responsible for oversight of any transition matters which may be identified by the Minister of Health pursuant to Section 5.2.
- 5.4 Upon the termination or expiry of this MOU, no party shall have any liability to the other parties other than in respect of any obligations or liabilities which have accrued prior to the date of termination or expiry or pursuant to any provisions which are, expressly or by implication, intended to survive or to take effect on or after the termination or expiry of this MOU. None of the parties shall be liable to the other parties for any special, incidental, indirect, exemplary, punitive, or consequential losses or damages that may arise as a result of the performance, or termination of this MOU.

5.5 For clarity, the parties agree and acknowledge that the termination of this MOU shall not have the effect of terminating any particular rights granted by AHS to an individual Physician, Participant or their respective Staff to collect, use, access and disclose Health Information within an AHS CIS.

## 6. TRANSITION MATTERS RELATED TO REPLACING THE ISF

6.1 As contemplated at the end of Schedule "A", the parties to this MOU agree to work together to develop and implement a transition plan facilitating the replacement of the ISF with the information sharing approach described in this MOU and Schedule "A". This transition plan includes a comprehensive communications strategy developed in keeping with the collaborative approach adopted by the parties pursuant to this MOU.

## 7. GENERAL

7.1 **Binding Effect.** This MOU is binding and shall enure to the benefit of and be binding upon each of the parties and the respective heirs, executors, administrators, successors, assigns and any other legal representatives of the parties.

7.2 **Capitalized Terms.** Unless otherwise defined herein, the capitalized terms used in this MOU have the respective meanings ascribed to them in Schedule "A" – Statement of Principles for an Approach to Information Sharing.

7.3 **Recitals.** The Recitals are expressly incorporated by reference into this MOU.

7.4 **Schedules.** If there is a conflict, inconsistency or ambiguity between a Schedule and this MOU, the provisions of this MOU will prevail to the extent of that conflict, inconsistency or ambiguity.

7.5 **Assignment.** None of the parties shall be entitled to assign this MOU or any of its rights or obligations hereunder, without the other parties' prior written consent.

7.6 **Amendments and Waivers.** This MOU may only be amended by the written agreement of the parties herein. A waiver of a party's rights in order to be binding upon such party must be expressed in writing and signed by such party and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.

7.7 **Notices.** Any notice, request or other communication required or permitted to be given under this MOU shall be in writing and shall be given by personal delivery, prepaid registered mail or facsimile, or other written electronic communication which results in a written or printed notice of receipt being given to the applicable address set forth below. A party may change its address for notice in this MOU by notifying the other party, in writing, in the foregoing manner.

**Alberta Health Services:**  
c/o Information and Privacy Office  
10101 Southport Road SW  
Calgary, AB  
T2W 3N2  
Facsimile: (403) 943-0429  
Email: [privacy@ahs.ca](mailto:privacy@ahs.ca)

With a copy to:  
Legal Services  
10301 Southport Lane SW  
Calgary, AB  
T2W 1S7  
Attention: General Counsel  
Fax Number: 403-943-0907

**Alberta Medical Association:**  
c/o Mike Gormley  
Executive Director  
12230 – 106<sup>th</sup> Avenue  
Edmonton, AB  
T5N 3Z1  
Fax Number: (780) 482-5445  
Email:  
Mike.Gormley@albertadoctors.org

**College of Physicians and Surgeons of Alberta**  
c/o Scott McLeod  
Registrar  
2700 Telus House, 10020-100  
Street NW  
Edmonton, AB  
T5J 0N3  
Fax Number: 780-420-0651  
Email: Scott.McLeod@cpsa.ab.ca

**Governors of the University of Calgary**  
c/o Dr. Ron Bridges, Senior  
Associate Dean, Faculty Affairs  
Cumming School of Medicine,  
University of Calgary  
3280 Hospital Drive NW  
Calgary, AB  
T2N 4Z6  
Fax Number: (403) 220-4245  
Email: bridges@ucalgary.ca

With a copy to:  
General Counsel  
University Legal Services  
2500 University Dr. NW  
Calgary, AB  
T2N 1N4

**Governors of the University of Alberta**  
c/o Dr. Richard Fedorak  
Dean, Faculty of Medicine and Dentistry  
University of Alberta  
2J2.02 WC Mackenzie Health Sciences Centre  
Edmonton, Alberta, Canada T6G 2R7  
Fax: (780) 492-7303  
Email: rfedorak@ualberta.ca

- 7.8 **Entire Agreement.** This MOU, together with the Schedules and any other agreements or documents that are specifically required or contemplated to be delivered pursuant to this MOU, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede and replace all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, including without limitation, any instruments executed by the parties in furtherance of the ISF. Notwithstanding the foregoing, this MOU does not supersede or replace any cooperation or affiliation agreements between AHS and UAlberta or AHS and UCalgary.
- 7.9 **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party hereby irrevocably submits to the exclusive jurisdiction of the Alberta courts with respect to any action, application, reference or other proceeding arising out of or related to this MOU.
- 7.10 **Paramountcy.** Notwithstanding any other provision in this MOU, nothing in this MOU shall limit, modify or amend the public mandate and duties of any party to this MOU. The terms of this MOU shall be subject to the parties' respective bylaws, policies, protocols, practices, appointment procedures, collective agreements and any and all relevant laws (collectively, the "**Requirements**"). In the event of any inconsistency or conflict between this MOU and such Requirements, the Requirements shall apply and govern.
- 7.11 **Further Assurances.** Each party shall, with reasonable diligence, do all such things, provide all



such reasonable assurances and execute and deliver such further documents or instruments as may be required or reasonably requested by the other parties, or which may be necessary or desirable, in order to give full effect to and carry out the provisions of this MOU.

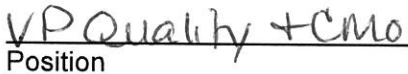
- 7.12 **Effective Date.** This MOU is the written memorandum and documentation of an agreement entered into between the parties on and as of the Effective Date. Notwithstanding the date on which this MOU has been signed, the parties agree that the terms and conditions of this MOU have operated as between them and been effective as of the Effective Date.
- 7.13 **Counterparts.** This MOU may be executed in counterparts, all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this MOU by any party by facsimile or electronic transmission will be as effective as delivery of a manually executed copy thereof by such party.

**IN WITNESS WHEREOF** each of the parties has executed this MOU by its duly authorized representative(s) on the dates set forth below.

**ALBERTA HEALTH SERVICES**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Position

  
\_\_\_\_\_  
Date

**COLLEGE OF PHYSICIANS AND SURGEONS OF ALBERTA**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

such reasonable assurances and execute and deliver such further documents or instruments as may be required or reasonably requested by the other parties, or which may be necessary or desirable, in order to give full effect to and carry out the provisions of this MOU.

- 7.12 **Effective Date.** This MOU is the written memorandum and documentation of an agreement entered into between the parties on and as of the Effective Date. Notwithstanding the date on which this MOU has been signed, the parties agree that the terms and conditions of this MOU have operated as between them and been effective as of the Effective Date.
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**IN WITNESS WHEREOF** each of the parties has executed this MOU by its duly authorized representative(s) on the dates set forth below.

**ALBERTA HEALTH SERVICES**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**COLLEGE OF PHYSICIANS AND SURGEONS OF ALBERTA**

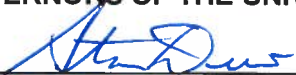
  
\_\_\_\_\_  
Authorized Signature

*Scott McLeod*  
\_\_\_\_\_  
Name

*Registrar*  
\_\_\_\_\_  
Position

*16 Oct 2017*  
\_\_\_\_\_  
Date

**GOVERNORS OF THE UNIVERSITY OF ALBERTA**

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

**Steven Dew**  
**Provost and Vice-President (Academic)**  
\_\_\_\_\_  
Position

**OCT. 26, 2017**  
\_\_\_\_\_  
Date

**ALBERTA MEDICAL ASSOCIATION**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**GOVERNORS OF THE UNIVERSITY OF CALGARY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**GOVERNORS OF THE UNIVERSITY OF ALBERTA**


\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**ALBERTA MEDICAL ASSOCIATION**

  
\_\_\_\_\_  
Authorized Signature

Mike GORMLEY  
\_\_\_\_\_  
Name

EXECUTIVE DIRECTOR  
\_\_\_\_\_  
Position

2017.10.17  
\_\_\_\_\_  
Date

**GOVERNORS OF THE UNIVERSITY OF CALGARY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

GOVERNORS OF THE UNIVERSITY OF ALBERTA

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

ALBERTA MEDICAL ASSOCIATION

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

GOVERNORS OF THE UNIVERSITY OF CALGARY

*Karen Jackson*  
\_\_\_\_\_  
Authorized Signature

*Karen Jackson*  
\_\_\_\_\_  
Name

*General Counsel*  
\_\_\_\_\_  
Position

**OCT 20 2017**  
\_\_\_\_\_  
Date

Schedule "A" - Statement of Principles for an Approach to Information Sharing

**Statement of Principles**  
for  
An Approach to Information Sharing  
among Users of  
Alberta Health Services Clinical Information Systems

June 29, 2017

**Contents**

Purpose ..... 3

Approach ..... 3

Scope ..... 4

    AHS CISs..... 4

    AHS CIS Uses..... 5

    AHS CIS Users ..... 5

Objectives..... 5

Principles of Information Sharing..... 7

Roles and Responsibilities ..... 8

AHS CIS Information Sharing Compact..... 10

Information Management Agreement..... 11

Data Stewardship Services ..... 11

    Data Stewardship Consolidation ..... 11

    Data Stewardship Services ..... 11

    Data Stewardship Operations ..... 13

Governance ..... 14

    Information Stewardship ..... 14

    Information Stewardship Committees ..... 14

    Representation..... 15

    Accountability ..... 15

    Dispute Resolution ..... 15

    Transitions ..... 16

Definitions ..... 17



## Purpose

The AHS Provincial Clinical Information System initiative (the “Program”) is a collaborative effort between Alberta Health (“AH”), Alberta Health Services (“AHS”) and AHS staff, clinicians and patients to improve health care for Albertans. A Clinical Information System (“CIS”) is an integrated information management platform enabling collection, access, use and sharing of information supporting the delivery of healthcare services to persons and populations in multiple settings across the continuum of care. AHS, together with other health sector stakeholders, including the Alberta Medical Association (“AMA”), the College of Physicians and Surgeons of Alberta (“CPSA”) and Alberta’s Healthcare Education Organizations, all recognize the importance of incorporating CISs into the planning and delivery of health care services for the people of Alberta.

AHS has been charged with responsibility for implementing an AHS Provincial CIS within the domain of its facilities and programs supporting the care of patients throughout the Province of Alberta. Approved users of this system gain access through a secure gateway to an online environment where the digital health record and supporting health information systems are provisioned and managed by AHS. The ability of the Program to improve patient experiences, and the quality and safety of patient care, however, is contingent upon meaningful and consistent use by all health care providers.

Accordingly, the purpose of this Statement of Principles is to describe the shared commitment of Program stakeholders to collaborate and foster the exchange of Health Information within the AHS Provincial CIS, based upon principles of information stewardship and governance that promote transparency and trust among participants. Stakeholders include health care providers, contracted and affiliated health service providers, educators, researchers, leaders and administrators.

Implementation of the AHS Provincial CIS province-wide is expected to take place over the course of many years, replacing currently existing CISs. It is therefore the desire of the Program’s key stakeholders for this Statement of Principles to apply, not only to the anticipated AHS Provincial CIS, but also to all of the existing AHS CISs currently in use within AHS facilities in order to establish consistency and predictability while the AHS Provincial CIS is rolled out across the Province of Alberta.

While all parties recognize the importance of aligning their policies and procedures to comply with the Alberta *Health Information Act* (“HIA”), other relevant legislation, health professional regulatory bodies, health ethics and organizational policy; the parties also wish to promote conditions for CIS-facilitated healthcare improvement, instruction, inquiry and innovation.

## Approach

The existing “Information Sharing Framework” (“ISF”), developed to facilitate Physician adoption of AHS ambulatory care EMRs, will be replaced by an information sharing approach applicable to all AHS CISs, all participating health care providers and all settings across the continuum of care within the Province of Alberta (the “**AHS CIS Information Sharing Approach**”).

The content of the AHS CIS Information Sharing Approach is expressed through formal documents which include the following (referred to as the “**Information Sharing Toolkit**”):

- 1) AHS CIS information sharing objectives and principles described and assented to in a Memorandum of Understanding (“**MOU**”) specific to a profession or user group which may additionally specify considerations or information stewardship services unique to that group,
- 2) Elements to be included in terms of reference (“**ToR**”) for AHS CIS Information Stewardship Committees (“**ISC**”),
- 3) Support materials for the development of an AHS CIS Information Sharing Compact (“**Compact**”) summarizing information sharing rights, responsibilities and accountabilities assented by AHS and CIS users, and
- 4) Considerations (test) for determining whether an Information Management Agreement (“**IMA**”) is required for independent custodians and an IMA template showing required IMA elements.

## Scope

### AHS Virtual Facility

The AHS CIS Information Sharing Approach applies to use of AHS CISs, including the AHS Provincial CIS, in the AHS-wide “virtual facility” (“**Facility**”). A fundamental premise of this approach is that the creation and maintenance of health records is not delineated by a user’s access within a physical location, such as a hospital or AHS-operated clinic. Instead, the scope of the AHS CIS Information Sharing Approach is defined by the informational functions and services contained with each the AHS CISs, which can be accessed and used by authorized individuals regardless of the individual’s location, facility, setting or access method.

The goal of the Program, as defined for the purposes of an AHS Provincial CIS Information Sharing Approach, is to foster an appropriate information sharing environment within the Facility. Access is contingent upon secure authentication and authorization to one or more “roles”. The intersection of role and allowed CIS “department” (section or group) determines what functions, information and capabilities are made available to the user.

Successful access opens a virtual workstation in the Facility and this is where CIS information sharing occurs. This “virtual machine” does not exist on the user’s computer hardware or network; instead, the user has a window to the Facility, with its AHS networks, infrastructure and infostructure enabling CIS functionality.

### AHS CISs

Existing and anticipated AHS CISs are all within the scope of the AHS CIS Information Sharing Approach, including the anticipated AHS Provincial CIS.

Although AHS CISs may exchange information with the provincial Electronic Health Record (Netcare), as well as any non-AHS operated Physician office EMRs (community EMRs), those external systems are specifically outside the scope of the AHS CIS Information Sharing Approach.

### AHS CIS Uses

The AHS CIS Information Sharing Approach applies to the collection, use, access and disclosure of Health Information to care for persons, populations or the improvement of the health care system. This includes uses for training, administration, process improvement, outcomes tracking, research and other forms of instruction, inquiry and investigation as permitted by the HIA.

### AHS CIS Users

The AHS CIS Information Sharing Approach applies to those individuals who authenticate with AHS-provisioned credentials to gain access to the Facility, irrespective of where the individual happens to be or how he or she gains access; as prescribed by AHS' security policies and procedures.

## **Objectives**

AHS CIS Information Sharing Approach stakeholders desire information sharing within AHS CISs to be based on the following objectives:

1. Principles-based
  - a. Using plain language to express key Health Information sharing principles, consistent across the MOU, ToR, Compact and IMA.
2. Patient and family-centric
  - a. Recognizing that the patient, as the "owner" of personal Health Information, is the focus of patient-centered care and all other stakeholders are the stewards of that information with appropriate access and accountabilities.
3. Improvement-oriented
  - a. Promoting timely, safe, and high-quality care of individuals and populations, while contributing to the improvement of the health care system as a whole.
  - b. Enabling disease registries, chronic disease management, population health and other informational means to health care improvement for persons, populations and systems.
  - c. Promoting continuing quality improvement and assurance, patient safety, clinical inquiry and health care research.
  - d. Linking with other data repositories to improve understanding of the determinants of health in Alberta.
  - e. Supporting the training and education of future health care providers, the continuing development of established practitioners, and the ability of the healthcare system as a whole to learn and improve.

4. Compliant
  - a. Upholding informational best practices consistent with applicable legislation (e.g., HIA), health profession regulatory requirements (e.g., health record standards), organizational policies (e.g., medical staff bylaws), and ethical norms.
5. Collaborative
  - a. Emphasizing meaningful CIS end-user involvement in information sharing oversight, stewardship and leadership.
  - b. Promoting trust among all CIS stakeholders, while motivating participation in a high-performing health information ecosystem.
6. Pragmatic
  - a. Promoting equitable data access, inquiry support and quality improvement, within the capabilities of CIS technologies and operational capacities, across Alberta's zones and stakeholder groups.
  - b. Harmonizing CIS information stewardship, oversight, governance and operations across all existing AHS CISs and the AHS Provincial CIS.
  - c. Optimizing use of organizational resources to assure safe and sustainable data stewardship.
  - d. Leveraging existing and emerging CIS operational supports (e.g., Clinical Inquiry Support Units, Health Information Management units, Analytics), research information management and inter-organizational collaborations.
7. Applicable
  - a. Setting-agnostic
    - Applying to any health care setting where an AHS CIS might be used (e.g., community, emergency, critical care, inpatient, outpatient, home, etc.) anywhere in the province.
  - b. System-agnostic
    - Recognizing that AHS CISs will interoperate with one another, with the Alberta Electronic Health Record, and with enterprise health information systems.
  - c. Provider-agnostic
    - Including all health care providers who are authorized to use and contribute to an AHS CIS, irrespective of role, stage of education, location or relationship with AHS (e.g., employee, contractor, affiliate, medical staff, trainee).
8. Safe
  - a. Assuring surveillance, auditing, and safe channels for reporting concerns.

## Principles of Information Sharing

The AHS CIS Information Sharing Approach will uphold the following key principles:

1. Purpose
  - a. Information is shared to promote the provision of integrated, safe, high-quality, care to persons and populations, while enabling improvement of the health care system as a whole.
  - b. The approach will recognize the patients' primary interest in, sharing of, and access to their Health Information for the facilitation of integrated care, optimal health outcomes and an excellent health care experience.
  - c. Sharing of patient, provider and organizational information is managed in a way that respects, protects and promotes trust between patients, providers and the organization.
2. Rights, Responsibilities and Accountabilities
  - a. Expressions of CIS information sharing rights, responsibilities, expectations and accountabilities are developed collaboratively with stakeholder communities.
3. Compliance
  - a. Information stewardship, oversight, governance and operations will comply with applicable legislation (HIA, Health Professions Act, FOIP, etc.), organizational policies, medical staff bylaws and professional regulations.
  - b. AHS CIS information sharing will comply with AHS privacy, confidentiality, security and appropriate use policies.
4. Professionalism
  - a. AHS CIS information sharing policies will align with applicable health professions standards of practice and ethical norms.
5. Governance
  - a. AHS CIS information stewardship and oversight will provide for meaningful health professional representation and participation.
6. Justice
  - a. AHS CIS users will access information in accordance with AHS policies and procedures, developed in alignment with the requirements of the HIA and other applicable legislation and professional regulation, with input from stakeholders and oversight by CIS ISCs.
  - b. Clinicians who use AHS CISs as the legal record of their provision of health care services will be able to access the record, as needed, for any activity related to the monitoring or assessment of the quality or outcomes of such services for the duration of their AHS affiliation, and for any period following departure from AHS affiliation required by legislation and/or professional regulation.
  - c. Decisions based on health analytics information that affect clinical users will be evaluated in a transparent and reportable fashion by those affected.
7. Learning
  - a. CIS information sharing will enable training of future health care providers, maintenance

of competence of current providers, and support for the enterprise to become a learning healthcare organization.

- b. Learners and health education organizations (Universities, Colleges) will be supported to comply with health training accreditation, credentialing or evaluation requirements.

#### 8. Inquiry

- a. Information sharing policies, procedures and supports will promote patient safety, quality assurance, quality improvement, disease management, decision support and other means to optimize health care services.
- b. Health analytics based on information shared in an AHS CIS will be used to support clinicians, regulatory bodies and policy-makers; and will be available to each in forms they can access and use.
- c. Facilitate use of Health Information to support the goals of other groups, such as the Universities, Quality Councils and Public Health for education, quality improvement and research.
- d. AHS CIS information sharing will support discovery and health care improvement through clinical research and innovation.

## Roles and Responsibilities

Clinicians, including but not limited to Physicians, will be using AHS CISs to collect, use, access and disclose Health Information in order to deliver healthcare services across the continuum of care. AHS will work with representatives from the various health professional bodies to align CIS processes with the legal and regulatory requirements applicable to these groups; to clarify their respective roles and responsibilities regarding information sharing rights, expectations and accountabilities; and to collaborate with these representatives to adapt these principles of information sharing.

The AHS CIS Information Sharing Approach will recognize key stakeholder roles and responsibilities, including:

#### 1. **Alberta Health Services:**

AHS, as a Regional Health Authority, plays a critical role in providing continuum of care health services for Albertans and is mandated to provide Health Services in a manner that delivers quality health care in the province of Alberta on a sustainable basis for this generation and for generations to come within AHS CISs. As the stakeholder responsible for operation of the AHS CISs, AHS also has obligations to take reasonable measures for the sustainability and viability of the system, as well as its operation. In addition to meeting these compliance and system obligations, AHS plays a role in encouraging health practitioners and others in Alberta to work collaboratively to facilitate appropriate information sharing for the benefit of all Albertans.

#### 2. **Alberta Health:**

With respect to the AHS CIS Information Sharing Approach, Alberta Health plays a mediatory and advisory role to support the success of the all of the AHS CISs for the overall betterment of healthcare services in Alberta. Alberta Health is committed to encourage use of AHS CISs by the

various interested health care related parties including the public.

**3. Regulatory Bodies:**

The regulated health professions are mandated by legislation to be overseen by regulatory bodies (e.g., College of Physicians and Surgeons of Alberta) responsible for assessing continuing competence, professional conduct and those credentials necessary for practice, and setting standards that must be met for acceptable health care practice. Some standards relate to the use of digital health records, expectations for clinical documentation, and requirements for IMAs. The AHS CIS Information Sharing Approach, information stewardship provisions and IMA provisions rely on meaningful engagement of these bodies and participation in ongoing improvements.

**4. Oversight groups**

Patient advocates (e.g., Patient & Family Advisory Council), ombudspersons (e.g., Alberta Seniors Advocate) and legislated oversight groups (e.g. Office of the Information and Privacy Commissioner) are an important resource consulted for advice, review and promotion of the AHS CIS Information Sharing Approach, objectives and principles.

**5. Health Profession Associations:**

The health professions have well-established associations (e.g., Alberta Medical Association) that help organize representation, advocacy and accountability for their members. The AHS CIS Information Sharing Approach acknowledges the key role these play in understanding and communicating the needs of stakeholders; and commits to working with professional associations to promote information sharing founded on mutual trust and respect for the benefit of all Albertans.

**6. Health Education and Research Institutions:**

AHS CIS users participate in AHS CISs in ways reflecting different roles, purposes and career stages. In particular, AHS CIS relationships may be shaped by participants' status as trainees (e.g., student, clerk, resident, fellow, re-certification), health care evaluators (e.g., clinical improvement activities), or facilitators of health care inquiry (e.g., clinical research). Alberta's health education and health research institutions, including Universities and Colleges with health professional training programs, are key stakeholders in AHS CIS initiatives, with shared accountabilities for health investigation, instruction, innovation and service.

**7. Clinicians:**

For the AHS CISs to support the purposes outlined in this document, it is critical persons who provide health care goods or services directly to patients in Alberta participate and become engaged in the success of the AHS CISs. Clinicians will be required to collect, use and disclose Health Information within AHS CISs in order to deliver Health Services, most often as affiliates of AHS. The AHS CISs will be governed and operated in a manner that is consistent with the compliance obligations as set out in the HIA but also that are consistent with the professional, education, quality assurance, practice audit, accreditation and other obligations that each Clinician is required to address.

Acknowledgement of the AHS CIS Information Sharing Approach, and its formal agreement instruments, may be indicated differently by different groups.

## AHS CIS Information Sharing Compact

A compact is clear statement of reciprocal expectations and accountabilities between two or more groups. It is not a legal contract but is a matter of public accountability. Compacts are the dynamic outcome of collaborative efforts to understand shared interests. They leverage common goals – such as improving care for patients and populations – to discover how participant interests can be best aligned.

The AHS CIS Information Sharing Compact will facilitate declaration of key principles, rights and responsibilities; highlighting AHS and the applicable CIS user group's accountabilities. It will be referenced in all access agreements, AHS policies and staff bylaws and will be integrated with health professional training and Physician on-boarding protocols.

The Compact will be validated with various stakeholder groups, starting with Physicians. The Compact will address the following considerations for an AHS CIS to improve health care:

- Emphasis on responsible, professional, accountable and safe information sharing in the service of effective and efficient care for both patients and populations.
- Responsibility of all CIS stakeholders to uphold informational best practices, consistent with the HIA, professional regulatory standards of practice, and health professional ethical standards.
- Acknowledgement of the unique limitations and implications of shared enterprise records that cross the continuum of care and integrate organizational information assets.
- Recognition of the patient as owner of Health Information and the collective responsibility of the health care team to steward and protect that information.
- Embrace all health care providers who contribute to the CIS, irrespective of role, level of training, location or relationship (e.g., employee, contractor, affiliate, trainee).
- Reference and align with the AHS CIS Information Sharing Approach principles.
- Reference Health Information system privacy awareness and training commitments.
- Reference relevant AHS bylaws, policies and procedures.
- Reference charting norms, minimum use expectations and guides to safe participation in CIS communities.
- Promote user engagement with, and participation in, information stewardship activities.
- Advocate information sharing behaviors that minimize information burdens across all CIS users.

An initial draft Compact will be developed with AHS assistance in collaboration with Physician stakeholders. The Compact may be adjusted, using the support materials referenced under the subheading “Approach” at the beginning of this Statement of Principles, with review by HIDGC, after consideration by other health care provider groups.

Acknowledgement of the Compact will be incorporated into access and training processes for all users. Anyone gaining, or reactivating, a CIS user account will acknowledge the Compact.



## Information Management Agreement

In those situations where AHS CIS users qualify as independent “custodians”, pursuant to the HIA, for the purposes of their particular use and access to an AHS CIS, the AHS and a party who meets the criteria in the IMA Test (“Requirement for an Information Management Agreement” in the Information Sharing Toolkit) will be required to enter into an IMA with AHS that complies with the requirements of the HIA and regulations.

An AHS CIS Information Sharing IMA Template (“Information Management Agreement” in the Information Sharing Toolkit) has been developed to outline the content expected in an AHS CIS IMA. Specific independent instances may merit additions or clarifications to the template.

## Data Stewardship Services

### Data Stewardship Consolidation

Prior to the development and adoption of this Statement of Principles, AHS conducted an extensive review of the policies, procedures and lines of service applicable to the former ISF construct. This review identified information management best practices that can be applied to the expanded AHS CISs, including the AHS Provincial CIS.

The review also more clearly distinguished “data stewardship” as an operational matter, from “information stewardship” as a matter for governance. Many redundancies were identified in the delivery of data stewardship services across AHS CISs and many inconsistencies were identified among data stewardship practices. The 37 data stewardship lines of service described in the ISF did not line up consistently with accountable operational capacity in AHS. Accordingly, a plan was devised for coordinating delivery of data stewardship services in a manner that is balanced, fiscally responsible, and sustainable by leveraging existing AHS processes and procedures. These services were grouped into categories based on synergies that allow for flexible delivery and alignment with operational responsibilities.

### Data Stewardship Services

AHS in collaboration with the AMA and other key internal and external stakeholders has grouped data stewardship services into the following high level general categories:

#### **Privacy**

Privacy services relate to implementation of policies and procedures consistent with the privacy and confidentiality requirements of the HIA, other applicable legislation, AHS policies and procedures and health profession regulatory standards. This includes provisions for privacy education and training, compliance monitoring and processes for identifying, managing and reporting on any violation or breach of Health

	Information privacy.
<b>Security</b>	Information security services include processes to prevent, manage and report any breach of CIS security (including secure system access, encryption of data transmission, and protection of stored information) or any weakness or malfunction of the infrastructure or infostructure supporting a CIS that might, in turn, pose a security threat to the CIS.
<b>Infrastructure</b>	Information technology infrastructure services relate to the computers, networks and support systems that ensure timely access to and reliable function of a CIS. This includes database operations, servers, networks, wireless services, end-user devices, and remote access technologies; all of which have provision for down-time and business continuity in the event of technology failures.
<b>Records</b>	CIS data and records management services relate to the organization, storage, retrieval, copy, export, archiving and disposition of digital patient records within the CIS. These services are coordinated to ensure that CIS Health Information is accessible in ways that support the CIS mandate while complying with legislative, regulatory and organizational requirements.
<b>Applications</b>	Information technology application services relate to the operational maintenance of the CIS software and any configuration, customization or adaptations that users depend upon. This includes maintenance, upgrade, enhancement and CIS-to-CIS transition services.
<b>Access Support</b>	CIS access services relate to the approval, set-up, monitoring, and maintenance of all user accounts; including assignment to departments, roles and security profiles. The service also covers liaison with partner and stakeholder organizations (e.g. health education) to facilitate smooth on-boarding of new users and deactivation of expired or inappropriate access. Access support services also assure application of privacy awareness training, onboarding help and requirement compliance.
<b>Standards</b>	CIS information sharing policy, procedure and standards development services work closely with CIS ISCs to ensure that information sharing and data stewardship policies, standards and guideline development is deliberate, transparent and effective. Decision-makers are provided with information needed to guide policy development and periodic revision. End-users are alerted to policy and procedure implications through appropriate communication channels and change management processes.
<b>Training</b>	CIS user support and training services include any CIS use training, skills development, capacity building or other interventions needed to assure CIS

<b>Support</b>	user awareness of key policies, engagement with policy goals, and enablement for meaningful compliance.
<b>Exchange</b>	CIS information and technology exchange services relate to how health data and information is shared between source or destination health information systems, how it is distributed and retrieved from archival systems, and how it is migrated from one CIS to another as the AHS Provincial CIS takes hold province-wide.

These data stewardship categories are used to coordinate delivery of data stewardship services on a sustainable basis across all AHS CISs (including the AHS Provincial CIS). Work in each category will be coordinated by AHS for each of the AHS CISs in accordance with processes and procedures developed by AHS and other key stakeholders, including guidance and policies developed by the applicable ISC. Most importantly, the data stewardship service categories are mapped to, and will optimally use, AHS existing operational and technical infrastructure. The goal is to make effective use of existing capacities while striving to avoid unnecessary duplication of effort.

Data stewardship categories and descriptions are meant to be flexible to allow for changes over time. Technologies will evolve, applicable legislation or regulation may change, and organizational capacities may be reorganized. It is also important to note that not all of these service categories will apply to all AHS CISs equally; given differences in CIS software, data management technologies and capabilities.

### Data Stewardship Operations

All AHS CIS Information Sharing Approach operational supports will be integrated with existing AHS health information management capacity, information technology capability, research and innovation capacity, information and privacy capacity, and Chief Medical Information Office capacity; with these considerations:

- In fulfillment of its Health Information custodial responsibilities, AHS oversees operational support for all AHS CIS information stewardship activities.
- Operational supports provided by AHS for CIS information sharing, monitoring and data stewardship, will be managed and coordinated by AHS.
- Coordination of the release of information, misuse monitoring, breach reporting and other data stewardship activities follows the same processes for all AHS CISs, consolidated with existing AHS supports to maximize efficiency, consistency and accountability.
- Compact development will be supported by the AHS Chief Medical Information Office and AHS Medical Affairs.

## Governance

### Information Stewardship

“Information stewardship” relates to oversight of the management of Health Information, including the collection, use, disclosure, management and security of that information. Information stewardship speaks to the “what” of governance. It reflects the tenet that Health Information is “owned” by the patient who then shares information with healthcare service providers as part of a trusted relationship. Care providers and organizations then become stewards of the information, with a duty to use and disclose the information responsibly and to take reasonable steps to protect it.

### Information Stewardship Committees

Historically, decisions about providing access to information could be made by a care team on a case by case basis. As the use of CISs has expanded, information stewardship decisions are increasingly made by a representative group of health professionals and users; here called an ISC.

ISCs play an important role in ensuring that those implementing and using AHS CISs are able to meet the legal, regulatory and ethical obligations placed upon them. They provide a mechanism to ensure that decisions related to the management and use of information contained in a CIS consider the input and interests of care providers and patients; and a means of achieving transparency and demonstrating accountability for the use, disclosure and protection of information.

AHS CIS information stewardship, information sharing oversight and overall governance will be supported by AHS organizational structures, committees, workgroups and accountabilities. Additionally, provision will be made for independent problem-reporting or dispute resolution where issues are not satisfactorily dealt with by AHS CIS ISCs or other governance structures.

A template for ISC Terms of Reference is developed to support the AHS CIS Information Sharing Approach, with the following key provisions:

- Each AHS CIS will be associated with an ISC responsible for the review of information sharing policies and stakeholder arrangements related to the access, use, and disclosure of CIS information.
- ISCs will oversee compliance with legislative and regulatory requirements and will provide for periodic review of data sharing surveillance and data use audits for potential misuse.
- ISC terms of reference will assure meaningful input from the health professions, including Physicians.
- Information stewardship policies will harmonize with any policies and procedures developed by the Alberta HIDGC for provincial applicability.
- AHS CIS information sharing governance will align with the Alberta provincial health information governance framework, overseen by the HIDGC.
- Each of the AHS CIS ISCs will report to AHS CIS oversight committees and the AHS Provincial CIS ISC will report to the AHS Provincial CIS Standards and Content Committee.

- AHS CIS ISC chairs will report key developments to HIDGC at least quarterly.

### Representation

The Alberta Medical Association, College of Physicians and Surgeons of Alberta and the Faculties of Medicine will be provided with explicit representation on AHS CIS ISCs.

### Accountability

AHS CIS ISCs will be accountable to AHS executive and relevant CIS governance committees. Each AHS zone will have an ISC specific to its existing CIS (Meditech, Sunrise Clinical Manager, eCLINICIAN). The AHS Provincial CIS will also have an ISC. As the AHS Provincial CIS grows, and existing CISs are retired, the AHS Provincial CIS ISC will replace existing CIS ISCs.

Existing CIS ISCs will report to the senior oversight and governance committee for the CIS (eCLINICIAN Ambulatory Oversight Committee in the Edmonton Zone; SCM Core Clinical Design Team Committee for the Calgary Zone; Meditech Steering Committee for North, Central and South Zones). The AHS Provincial CIS ISC will report to the AHS Provincial CIS Standards and Content Committee.

Existing CIS ISCs will liaise with the AHS Provincial CIS ISC and will adopt or harmonized with provincial policies except where these cannot be implemented by the CIS. The AHS Provincial CIS ISC will additionally be accountable for harmonization with HIDGC policies and provincial information sharing frameworks.

### Dispute Resolution

Issues that cannot be resolved by ISCs, or reports of significant concerns that could affect data sharing provincially, can be referred to dispute resolution pathways with the following key provisions:

- AH will provide an avenue of dispute resolution should AHS CIS stakeholders fail to find closure through AHS ISC and CIS governance committee issue resolution processes.
- The alternate dispute resolution pathway will be available to health care professionals who have exhausted all within-AHS oversight, deliberation and information stewardship resources for resolving a significant information sharing issue.
- The Alberta Health Executive Director, Information Management Branch, will act as the contact for any dispute inquiries or escalation requests.
- Should a dispute not be resolved by means available to the executive director, the HIDGC will be the next point of escalation followed by the Health Minister (if required), with decisions that are binding.
- These dispute resolution pathways do not imply lack of access to other avenues for investigation, such as those provided by the OIPC, the CPSA or other health information advocates.

## **Transitions**

The AHS CIS Information Sharing Approach and Information Sharing Toolkit will completely replace all prior instruments, agreements and arrangements respecting oversight of AHS CISs. The AHS CIS Information Sharing Approach and Information Sharing Toolkit may be revisited and revised, from time to time, subject to review by the HIDGC. In the event that others are assigned duties associated with related agreements, the principles and obligations continue to apply, subject to review by the HIDGC.

Great care will be taken by the key stakeholders to communicate effectively, provide for change management and safely transition oversight and operations to the groups and capacities contemplated by the AHS CIS Information Sharing Approach.

## Definitions

For the purposes of the CIS Information Sharing Approach, MOU, and Toolkit (AHS CIS Information Sharing Approach Principles, AHS CIS Information Sharing Compact, AHS Information Stewardship Committee Terms of Reference Template, AHS CIS Information Management Agreement Template), the following terms shall have the meanings assigned to them below:

“AH” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Health;

“AHS” means Alberta Health Services, a corporation established as a regional health authority by the Minister of Health pursuant to s. 2(1) of the *Regional Health Authorities Act*, RSA 2000, c. R-10;

“AHS CISs” means, as the context requires, any one or all of eCLINICIAN, Meditech, Sunrise Clinical Manager and the AHS Provincial CIS;

“AHS Information Sharing Approach” means the information sharing philosophy applicable to the collection, access, use and disclosure of Health Information within an AHS CIS as set out in the Statement of Principles;

“AHS Provincial CIS” means a single one-person-one-record-one-system CIS operated by AHS throughout the Province of Alberta;

“AMA” means the Alberta Medical Association (CMA Alberta Division), representing its members for the purposes outlined in the MOU;

“Affiliate” has the meaning assigned to this term in the HIA;

“Attachments” means the schedules incorporated by reference into the MOU;

“Clinical Information System” or “CIS” means an integrated information management platform supporting the collection, access, use and sharing of information supporting the delivery of healthcare services to persons and populations in multiple settings across the continuum of care;

“Clinician” means any person who provides health care goods or services directly to patients, as opposed to being engaged in health care for other purposes, such as research or administration;

“CPSA” means the College of Physicians & Surgeons of Alberta, as constituted pursuant to the Health Professions Act, RSA 2000 c. h-7, or its successor legislation;

“Compact” means a CIS Information Sharing Compact which is clear statement of reciprocal expectations and accountabilities between two groups; applicable to all who collect, access, use and disclose Health Information within any AHS CIS;

“Covenant Health” or “Covenant” means that corporation incorporated pursuant to the Covenant Health Act, S.A. 1992, c. R-39, as amended, to pursue the objects described in that Act.

“Custodian” has the meaning assigned to this term in the HIA;

“eCLINICIAN” an ambulatory CIS managed by AHS in the Edmonton Zone that supports referral management, patient scheduling, electronic charting, secure provider messaging and Physician billing;

“Effective Date” has the meaning ascribed to such term on the face of the MOU;

“EMR” or “Electronic Medical Record” means a record of healthcare services and related information maintained by health care providers in an electronic system for access and use by health care providers;

“Facility” has the meaning ascribed to such term under Scope;

“Faculties of Medicine” refers to the University of Alberta Faculty of Medicine & Dentistry and the University of Calgary Cumming School of Medicine;

“HIA” means the Health Information Act, RSA 2000, c. H-5, and amendments thereto, as well as regulations passed thereunder;

“HIDGC” means the Health Information Data Governance Committee established pursuant to Ministerial Order M.O. 308/2016 dated June 29, 2016;

“Health Information” has the meaning ascribed to that term in the HIA;

“Health Professional Body” has the meaning ascribed to that term in the HIA;

“Health Service” has the meaning ascribed to that term in the HIA and “Healthcare Service” has the same meaning;

“Healthcare Education Organizations” includes all Universities, Colleges and Institutes in Alberta providing degree, diploma or certificate training related to health care professions;

“ISC” means an Information Stewardship Committee;

“Information Management Agreement” or “IMA” refers to an agreement between AHS, as an Information Manager, and non-AHS-affiliated custodian(s) of Health Information shared in an AHS CIS, entered into pursuant to section 66 of the HIA;

“Information Sharing Framework” or “ISF” means the concept of governing the disclosure and use of information in an electronic medical record established pursuant to a Memorandum of Understanding executed between AHS, the AMA and Covenant Health dated April 1, 2012, as amended from time to time;

“Information Sharing Toolkit” means the body of documents developed by the key stakeholders to give meaning to the AHS CIS Information Sharing Approach;

“Information Stewardship Committee” means that committee described in the Information Sharing Approach and having the responsibilities and duties described therein;



“ISF” means Information Sharing Framework;

“Meditech” a health institution CIS managed by AHS in its rural zones that supports the provision of healthcare services in those zones;

“Memorandum of Understanding” or “MOU” means the Memorandum of Understanding agreement entered into between AHS and one or more stakeholders, referencing other elements of the Information Sharing Toolkit, that records any considerations specific to a particular health profession or stakeholder or stakeholders;

“Physician” means a medical doctor duly licensed to practice medicine in the Province of Alberta by the CPSA;

“Program” means the AHS Provincial Clinical Information System Program established by AH and AHS to implement and rollout the various parts of the AHS Provincial CIS;

“RHAA” means the Regional Health Authorities Act, RSA 2000 c. R-10;

“Staff” means any employee, contractor, consultant, member of medical or midwifery staff, volunteer, student and other persons acting on behalf of AHS;

“Sunrise Clinical Manager (SCM)” is a CIS managed by AHS in the Calgary Zone that supports the provision of health care services in that zone;

“ToR” or “Terms of Reference” means the applicable Terms of Reference for any ISC providing oversight for information sharing policy and governance related to an AHS CIS or the AHS Provincial CIS.

Schedule "B" – Information Sharing Compact Draft

**DRAFT**

**AHS Clinical Information System Information Sharing Compact**

supporting an

Approach to Information Sharing

among users of

Alberta Health Services Clinical Information Systems

June 29, 2017

## Context

### Information Sharing

For an Alberta Health Services (AHS) Clinical Information System (CIS) initiative to achieve its goals, it is essential that the right information be appropriately captured, documented, shared, disclosed and used. These are matters of information sharing. They touch the core of health care professionalism and change as clinicians move from siloed paper records to shared digital records.

In order to address the need for CIS information sharing norms, and to account for professional obligations and legislative imperatives, a CIS Information Sharing Compact is developed by AHS in collaboration with healthcare professionals. Its adoption can promote effective information sharing in continuum-of-care enterprise clinical information systems.

### Compacts

A compact is clear statement of reciprocal expectations and accountabilities between two groups. It is not a legal contract but is a matter of public accountability. Compacts are the dynamic outcome of collaborative efforts to understand shared interests. They leverage common goals – such as improving care for patients and populations – to discover how participant interests can be best aligned.

### Drafting Workshop

This draft AHS CIS Information Sharing Compact derives from a compact-development workshop (June 21, 2017 and follow-up review) attended by ten physicians with experience in a wide range of clinical contexts, practice types and parts of Alberta. The workshop was facilitated by Mr. Sean Garrett, who has Compact development expertise and was appointed to this role by the ISF Working Group.

This draft may be further revised by this group and then will serve as the starting point for Compact validation sessions with a wider range of health care professions.

### Workshop Participants

Although ISF Working Group members were invited to recommend workshop participants with the desired breadth of front-line experience, the final attendee list was derived to maximize diversity of geography, experience and years in practice. With a goal of approximately 10 workshop attendees, the following physicians prepared for and attended the June 21 session:

- Dr. Tim Graham (emergency medicine, urban, north, community)
- Dr. Tom Rich (emergency medicine, urban, south, facility)
- Dr. Mark Forder (family medicine, rural, north, community)
- Dr. Seth Heckman (obstetrics and gynecology, rural first nations, north, community)
- Dr. Vanessa Maclean (family medicine, rural, south, community)
- Dr. Ryan Snelgrove (surgery, urban, north, facility)
- Dr. Brendan Bunting (family medicine, rural, central, community)
- Dr. Allen Ausford (family medicine, urban, north, community)
- Dr. Jacques Romney (internal medicine, urban, north, community & facility)
- Dr. Stuart Rosser (internal medicine, urban, north, community & facility)
- Dr. Echo Enns (hospitalist, urban, south, facility)
- Dr. Robert Hayward (internal medicine, provincial, AHS CMIO)

## Draft Information Sharing Compact

Principle	AHS Responsibilities	Clinician Responsibilities
<b>Patient Guided</b>	Prioritize information sharing processes to support patient well being first, ease of use next, followed by organizational needs.	Embrace and support information sharing for patient well being and clinical improvement.
<b>Provider Access</b>	Facilitate timely, reliable and secure access for all CIS users wherever and whenever CIS information sharing is required; including enduring access for legal or professional requirements.	Care for and maintain secure CIS personal access credentials, while keeping clinical contact information current and accurate.
<b>Patient Access</b>	Facilitate timely and secure CIS health record access for patients, using a patient portal where possible.	Respond to patient queries about CIS health records and direct as appropriate to information services.
<b>Disclosure</b>	Receive and coordinate requests for the disclosure of health information, to third parties, respecting the input of affected clinicians.	Respond promptly when made aware of the need to disclose health information, respecting patients' expressed wishes.
<b>Protection of Information</b>	Develop, implement and support technical, physical and administrative safeguards to protect health information while enabling appropriate user training.	Be aware of and adhere to CIS information protections and notify AHS when compromise or breach is suspected.
<b>Use</b>	Be transparent and accountable to clinicians, staff, government and the public with respect to use of health, clinician or organizational information stored in or extracted from the CIS.	Be accountable for the allowed use of CIS patient, provider, and practice information while respecting the contributions of others.
<b>Clinical and Health System Improvement</b>	Support clinical and health system improvement initiatives, including clinical research, quality improvement and educational advancement.	Identify opportunities for clinical and health system improvement and collaborate to produce and use the information required.

<b>Principle</b>	<b>AHS Responsibilities</b>	<b>Clinician Responsibilities</b>
<b>Accuracy</b>	Take steps to ensure that data feeds flowing in to and out of the CIS are accurate, reliable and corrected; and provide users with convenient means to report possible errors.	Completely, accurately and promptly contribute healthcare service information to the CIS, using accepted standards; and report possible errors.
<b>Governance</b>	Establish balanced, multidisciplinary and meaningful CIS information sharing governance structures that are empowered to address information sharing issues.	Avail of opportunities to meaningfully participate in information sharing governance structures, including reporting possible issues for review.

Schedule "C" – Information Stewardship Committee Terms of Reference Template

## **Information Stewardship Committee Terms of Reference Template**

supporting an

Approach to Information Sharing

among users of

Alberta Health Services Clinical Information Systems

June 29, 2017



## Overview

### Information Stewardship

“Information stewardship” relates to oversight of the management of health information, including the collection, access, use, disclosure, management and security of that information. Information stewardship speaks to the “what” of governance. Information stewardship is based on the tenet that health information is “owned” by the patient, while those parties providing health care services become stewards of the information, with a duty to use and disclose the information responsibly and to take reasonable steps to protect it.

The advent of Clinical Information Systems (CISs) has subtly changed information stewardship paradigms in shared digital health records. A CIS is an integrated information management platform supporting the collection, access, use and sharing of information about the delivery of health services to persons and populations in multiple settings across the continuum of care. Alberta Health Services (AHS) has existing CISs (eCLINICIAN, Sunrise Clinical Manager, Meditech) operating in its Zones (Edmonton, Calgary and Rural respectively) and anticipates deployment of an AHS Provincial CIS Alberta-wide; ultimately to replace all Zone CISs. Historically, decisions about information sharing could be made by a care team on a case by case basis. As the use of CISs has expanded, information stewardship decisions are increasingly made by a representative group of health professionals, users and other stakeholders; called an Information Stewardship Committee (“ISC”).

### Information Stewardship Committees

ISCs play an important role in implementing and using CISs in a manner that is able to meet the legal, regulatory and ethical obligations of those using and managing the technology. ISCs provide a mechanism to provide governance and oversight over the development of policies related to the management and use of information contained in a CIS, considering the input and interests of patients, providers and the health care enterprise. When effectively implemented, ISCs provide a means of achieving transparency and demonstrating accountability for the collection, access, use, disclosure and protection of health information.

### Terms of Reference Template

The following template can be used to create terms of reference for an AHS CIS ISC. Each of the existing AHS CISs will have its own ISC specific to that CIS. The AHS Provincial CIS will also have an ISC. As the AHS Provincial CIS grows, and the other CISs are retired, eventually the AHS Provincial CIS ISC will replace all the other AHS CIS ISCs.

### Accountability

It is anticipated that ISCs for each of the AHS CISs will report to a senior oversight and governance committee for the respective CIS as follows: eCLINICIAN Ambulatory Oversight Committee in the Edmonton Zone; SCM Core Clinical Design Team Committee for the Calgary Zone; Meditech Steering Committee for North, Central and South Zones). The AHS Provincial CIS ISC will report to the AHS Provincial CIS Standards and Content Committee. All ISCs liaise with the provincial Health Information & Data Governance Committee. This accountability structure is preliminary and may change.

# CIS Information Stewardship Committee

## Terms of Reference

**Clinical Information System:** *[Specify “eCLINICIAN”, “MEDITECH”, “Sunrise Clinical Manager” or “AHS Provincial CIS” (the “AHS CIS”)]*

**Co-Chairs:** *[Insert names of Alberta Health Services (AHS) co-chairs here. It is recommended that one of the chairs be a physician with a formal CIS physician leadership role and the other a CIS leader from clinical operations; matching the “dyad” co-chairing of other Clinical Information System (CIS) governance committees.]*

### **Purpose:**

This Alberta Health Services (AHS) Clinical Information System (CIS) Information Stewardship Committee (ISC) is responsible for providing governance oversight, direction and guidance over information sharing policies and stakeholder arrangements related to the collection, access, use, and disclosure of health information in the AHS CIS.

### **Mandate:**

This AHS CIS ISC is an information oriented committee responsible for making recommendations to and resolving governance matters relating to information sharing policy matters for the AHS CIS. It may be asked to respond to issues raised by executive committees it reports to, by the Alberta provincial Health Information Data Governance Committee (HIDGC), or by other AHS CIS committees and workgroups.

The ISC will contribute to the successful design, deployment and operation of its associated CIS through proactive identification and timely resolution of information sharing issues. The ISC recognizes the need for strong alignment with AHS executive goals and any overall provincial information sharing strategy overseen by HIDGC.

The ISC will endeavor to:

- Provide guidance on information privacy, security and stewardship policies relating to or arising from the use of the applicable CIS;
- Provide guidance on the initial development or periodic review of policies and stakeholder arrangements relating to CIS health information access, use or disclosure policies;
- Identify gaps in existing information sharing policy and standards related to CIS information sharing;
- Advise on other information stewardship principles or issues relating to the CIS as raised by CIS governance committees;
- Ensure that zonal CIS information stewardship policies are aligned with AHS Provincial CIS information stewardship policies;

- Ensure CIS policies are harmonized with HIDGC policies and any provincial information sharing framework;
- Consider health profession regulatory compliance obligations when establishing data stewardship policies;
- Escalate unresolved disputes and areas of serious concern to CIS Governance Committee(s) and/or HIDGC, as appropriate; and
- Recommend CIS standards, guidelines and policies regarding system configuration, defined user roles and permissions, rules for masking and/or blocking of information, department-specific protections, data stewardship surveillance reports and reporting tools, data lifecycle management, and other CIS application-specific information management issues.

The ISC is not responsible for implementing information sharing policies. Once an issue has been identified and addressed, possibly through generation of policies, implementation is handed to AHS operational group(s) responsible for CIS data stewardship services. The ISC may require periodic reporting or other feedback from CIS data stewardship services about ISC policy impact or compliance.

**Accountability**

This AHS CIS ISC is accountable to the *[insert relevant zone CIS or provincial CIS senior governance or oversight committee]*.

The ISC will liaise with the Alberta provincial HIDGC and will report about significant new policies or issues quarterly.

**Membership**

ISC membership must be broad in order to allow for meaningful representation of clinical areas and professional perspectives. Specific provision is made for Alberta Medical Association, Alberta College of Physicians and Surgeons and regional University representation, with one voting member each. The remainder of the membership represents AHS areas and accountabilities important to clinical practice and information sharing. Some zones may have a major partner healthcare provider presence (e.g., Covenant Health) meriting representation.

The ISC co-chairs will work closely with the Secretariat to ensure appropriate invitations are extended for each meeting, based on pre-determined agenda topics. Membership will be reviewed every 2 years.

**Committee Voting Members (example only; to be adjusted to the needs of each ISC)**

ISC Required Voting Members	
	Co-Chair, Associate CMIO (Zone CIS) or CMIO (Provincial CIS)
	Co-Chair, Clinical Operations Director (Zone CIS) or Senior Program Officer (Provincial CIS)

ISC Required Voting Members	
	Health Information Management representative
	CIS Senior Program Officer representative
	Physician representative(s)
	Nursing representative(s)
	Allied Health representative(s)
	AMA representative
	CPSA representative
	Information & Privacy representative
	Regional health science university representative
	IT Clinical Services representative
	Analytics representative
	Legal Counsel – Clinical representative
	Health Profession Strategy and Practice representative
	Research & Innovation representative
	... + other members as appropriate

Other ad hoc or advisory members may be appointed or invited to specific meetings as needed. Each ISC may name non-voting secretariat, support or observer members as needed.

## Roles and Responsibilities

### ISC Members

- Review all pertinent background information relative to pre-circulated agenda prior to meeting, enabling comprehensive and timely discussion and collaborative decision-making.
- Advise the co-chairs if unable to attend and provide for attendance of an informed alternate.
- Contribute to the development of policy, standards, and recommendations for parent CIS Governance Committee action and approval.
- Communicate resulting policies to all associated stakeholders within respective area of representation.

### ISC Chair and Co-chair

- Determine meeting schedule and set meeting agenda.
- Ensure appropriate committee representation relevant to subject matter.
- Confirm quorum is met.
- Review meeting minutes for accuracy.
- Escalate issues that cannot be resolved by the AHS ISC to appropriate senior CIS decision making and governance committee(s).
- Sit as a member of the CIS Governance Committee where I reports are tabled.
- Provide for liaison with the AH HIDGC or arrange for reporting as required.

- Coordinate with other CIS ISCs on information stewardship issues that have provincial implications; aligning with AHS Provincial CIS policies whenever possible.

### **Secretariat**

- Schedule monthly meetings.
- Manage meeting schedules.
- Manage meeting agendas.
- Coordinate room bookings and technology requirements (teleconference, Telehealth, equipment needs, network access, etc...).
- Circulate agenda and minutes of previous meetings.

Agenda items will be identified by the ISC Co-Chairs, Committee Members and/or other CIS governance groups. Committee members are advised to submit agenda items through the Secretariat, but may also bring items forward directly to the co-chairs for consideration.

### **Meeting Frequency**

The AHS CIS ISC will meet monthly or as needed at the call of the co-chairs.

### **Decision Making Process**

The CIS ISC will adopt interactive decision making processes that emphasize collaboration, active cycles of feedback, and constructive debate in order to make sound decisions that are aligned with legislative and regulatory requirements, professional standards of practice, public expectations and AHS Provincial CIS information sharing policies.

### **Quorum**

The co-chairs and at least 1 of the representatives from the AMA, CPSA and University are required for each ISC meeting reaching quorum. In addition, quorum for each meeting will require 50% of voting members plus one with the majority carrying the vote. At the discretion of the co-chairs, the vote can be based on the agenda topics and whether or not sufficient subject matter expertise is present in order to make a recommendation. Given the nature of the policies discussed, it is important that ISC be allowed to call in additional non-voting subject matter experts as needed and consider multiple viewpoints from a wide range of stakeholders (including patients and third parties).

### **Dispute Resolution**

In the event that the ISC and parent CIS Governance Committee are unable to resolve an information stewardship issue, Alberta Health provides an avenue for formal dispute resolution and problem escalation. This dispute resolution process is also available to health care professionals who have exhausted all within-AHS oversight, deliberation and information stewardship resources for resolving a significant information sharing issue.

Those wishing to initiate the AH data stewardship dispute resolution process should contact the Executive Director, Information Management Branch, Alberta Health. Unresolved issues will be forwarded to HIDGC for consideration with the Minister retaining the authority to issue a binding resolution should HIDGC not achieve consensus.

This dispute resolution pathway does not imply lack of access of other avenues for investigation, such as those provided by the Office of the Information and Privacy Commissioner.

Schedule "D" – Information Manager Agreement Template

**Requirement for an Information Management Agreement**

under an

Approach to Information Sharing

among users of

Alberta Health Services Clinical Information Systems

June 29, 2017



## Purpose

A Clinical Information System (CIS) is an integrated information management platform enabling collection, access, use and sharing of information supporting the delivery of health services to persons and populations in multiple settings across the continuum of care. Alberta Health Services (AHS) operates three existing zonal CISs: Sunrise Clinical Manager (Calgary Zone), eCLINICIAN (Edmonton Zone) and Meditech (North, Central and South Zones). AHS is building and implementing an AHS Provincial CIS which ultimately will replace all zone CISs.

The purpose of this document is to outline considerations that must be satisfied in order for a clinician or group of clinicians to need to enter into an Information Management Agreement (IMA) with Alberta Health Services (AHS) respecting use of an existing AHS CIS. The AHS Provincial CIS will be designed as a truly integrated continuum-of-care health information service and will not have health information sharing characteristics or arrangements that would merit an IMA.

The possible need for an IMA respecting an existing CIS will be based upon tests of health information sharing agency and control, rather than considerations of location, setting or employment. The following definitions and considerations will inform decisions about IMA use or renewal for users of Sunrise Clinical Manager, Meditech or eCLINICIAN.

## AHS Virtual Facility

An AHS CIS exists within a “virtual facility” that can be accessed from anywhere. Access is contingent upon secure authentication and is not granted without a user account approved for access to AHS networks (the “Intranet”) or for logging on to one or more AHS CISs. CIS access may be authorized for one or more “roles” in one or more “departments” (section or group, e.g. “Cardiology”). The intersect of CIS role and department determines which CIS functions, content and permissions are made available to the authorized user. Such rights and permissions may affect what users are able to do, and are accountable for, respecting health information sharing.

Successful access to the AHS intranet and CIS information environments happens through a virtual computer workstation opened on the user’s computer device. It is within the virtual workstation that CIS information sharing occurs. This “virtual machine” does not exist on the user’s computer hardware or network; instead, the user has a window into the AHS networks, infrastructure and infostructure, which enables all CIS functionality.

The ability to view, contribute to and share information with an AHS CIS health record is not determined by a user’s physical location, such as a hospital, clinic, office or home. Instead, access and information sharing capabilities are determined by the users’ authorization, role and group membership; regardless of the individual’s location, facility, setting or computer device.

## Privacy Controls

Physical, policy and process controls that relate to privacy, confidentiality, security and permissions are managed by AHS. Access to an AHS “virtual facility”, within which AHS CISs operate, is provided only to users who have satisfied AHS access requirements. Access is not provided unless the user has completed mandatory AHS privacy awareness training and any required CIS-specific privacy training; has demonstrated applicable competency training, and has attested to a confidentiality user agreement. Access is removed if privacy policies or procedures are breached, CIS use is discontinued, or periodic privacy awareness reaffirmation does not occur.

Patient access to CIS functions (e.g. patient portal), including privacy controls and fulfillment of requests for CIS content, is AHS-managed. Administrative, health care analytics, quality improvement and research access to AHS CISs is AHS-managed. Policies and procedures governing CIS health information sharing apply to the entire digital health record and do not distinguish between information shared in outpatient, inpatient, continuing care, community or other settings.

The default assumption is that AHS CIS users contribute to a shared record where they serve AHS-defined roles within multidisciplinary, multi-user, virtual departments. They do not have individual or independent agency or control over health information sharing policies, procedures or processes. They agree to abide by policies, controls and regulations managed by AHS. Accordingly, they do not meet requirements for custodial control of health information, as defined in the Health Information Act (HIA), and are considered affiliates of AHS while contributing, using or sharing information in an AHS virtual facility.

## AHS Provincial CIS

The intent and plan for the AHS Provincial CIS does not contemplate the possibility of custodians other than AHS. A core deliverable of the initiative is system-wide integration, across generations, geography and the continuum of care. The Provincial CIS health record is indivisible by design and will not have instances or services that can be separated from the whole. The health record architecture will not support separation or segmentation of the underlying health information dataset.

The AHS Provincial CIS, by design, will not support conditions necessary for groups other than AHS having custodial agency with respect to information sharing. There will be no provision for sub-sections of the CIS where independent access, privacy controls, policies, data stewardship or information stewardship are possible. Accordingly, the need for an information management agreement with independent custodian(s) is not anticipated.

## AHS Zone CISs

Pre-existing AHS Zone CISs (including, Sunrise Clinical Manager, Meditech and eCLINICIAN) may have existing arrangements with user group(s) that did not assume the default information sharing controls described above. It is possible that a physician or physician group (“client”) have contracted with AHS for the provision of CIS services under the former Information Sharing Framework. The contract may have assumed or assigned health information custodial responsibilities to the client.

The existence of an “independent instance” of an existing AHS CIS will be recognized when the following conditions are met:

- The client(s) are not subject to AHS medical staff bylaws where and when the independent instance is configured for use.
- A unique group or department is created in the AHS CIS that is logically partitioned from the rest of the AHS CIS such that the clients are supported to have:
  - Independent CIS configuration, function or customization choices,
  - Independent abilities to make choices affecting information sharing, security, content back-ups (business continuity) and other functionality that would otherwise be controlled at an AHS enterprise level.
- Ability to contribute information within the independent instance that can be uniquely identified, tracked and reported on.
- Ability for information shared by the independent instance to be managed separately from information in the remainder of the AHS CIS.
- Adoption by the independent physicians of information sharing policies and procedures, including privacy training and oversight, in accordance with Section 63 of the HIA.
- Preparation and submission of an independent Privacy Impact Assessment and an addendum to the AHS CIS Privacy Impact Assessment.
- Control over the physical setting where the AHS CIS is used, in compliance with findings of a Provincial Organizational Readiness Assessment pursuant to Section 64 of the HIA.
- Completion of a CIS service level agreement with AHS as the CIS service provider.
- Expectation that the Office of the Information and Privacy Commissioner would find the client(s) to have health information custodian accountabilities, as defined in the HIA.

These conditions do not apply to the AHS Provincial CIS, which does not contemplate non-AHS custodians.

The conditions will be used to determine whether there is need to continue or re-new an Information Manager Agreement (IMA) for any existing independent instance of an existing zone CISs (Meditech, Sunrise Clinical Manager, or eCLINICIAN). Creation of new independent instances within existing AHS zone CISs is not contemplated.

## **Information Management Agreement**

Independent physicians operating an independent instance of an existing AHS CIS, as defined above, will be required to ratify an IMA with AHS based on the attached IMA template; or renew any existing IMA to align with the attached IMA template.

The attached AHS CIS Information Sharing IMA Template has been developed to outline expected content of an approved IMA. Specific independent instances of existing AHS CISs may merit additions or clarifications to the template. The resulting ratified IMA will not restrict AHS's use of information contributed to the AHS CIS, as authorized under the HIA.

**ALBERTA INFORMATION MANAGER AGREEMENT (the "Agreement")**

(Secondary reference: Information Manager Services for the AHS CIS)

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date")

**BETWEEN:**

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

AND

**ALBERTA HEALTH SERVICES**  
(hereinafter referred to as the "Information Manager")

**WHEREAS:**

- A. The Custodian provides the Information Manager with access to Health Information to enable the Information Manager to provide certain information technology services as contemplated by Section 66(1) of the Health Information Act for the Custodian's independent instance of an AHS CIS running at the Clinic identified in this Agreement (the "Independent Instance").
- B. The Custodian is a Custodian as defined by the Health Information Act.
- C. The Information Manager is also a regional health authority created pursuant to the *Regional Health Authorities Act* (Alberta) and the Custodian for the purposes of the AHS CIS.
- D. Section 66(2) of the Health Information Act requires the Custodian to enter into an agreement with an information manager for the provision of services relating to the management of health information.
- E. The intent of this Agreement is to satisfy the requirements of the Health Information Act and to govern the provision of Health Information from the Custodian to the Information Manager in relation to the Independent Instance.

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

**Definitions**

1. Except where noted, capitalized words and phrases used herein which are defined in section 1 of the Health Information Act have the same meaning in this Agreement.

## 2. In this Agreement:

- a) "CIS" means an integrated clinical information management platform supporting the collection, access, use and disclosure of information supporting the delivery of health services to persons and populations in multiple settings across the continuum of care.
- b) "AHS Provincial CIS" means a single one-person-one-record-one-system CIS operated by AHS throughout the Province of Alberta.
- c) "Agreement" means this Information Manager Agreement between the Custodian and the Information Manager dated the Effective Date.
- d) "Clinic" means the Custodian's facility supported by the Independent Instance as further identified in Schedule "A" attached to this Agreement.
- e) "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.
- f) "Independent Instance" has the meaning ascribed to that term in Schedule "A" attached to this Agreement, which includes having a partitioned segment of a CIS dataset that can function without access to the rest of the CIS dataset.
- g) "Information Management Services" means the information management or information technology services provided by the Information Manager to the Custodian in respect of the Independent Instance as further described in Schedule "A" to this Agreement.
- h) "Schedule "A"" means Schedule "A" attached to, and forming a part of this Agreement.

### Appointment of Information Manager

- 3. The Custodian hereby appoints the Information Manager as an information manager for the purposes of providing the Custodian with Information Management Services solely in relation to the Independent Instance.

### Objectives and Guiding Principles of Agreement

- 4. The objectives and guiding principles of this Agreement are as follows:
  - a. to comply with section 66 of the HIA with respect to the provision of services to the Custodian by the Information Manager as further described in Schedule "A" of this Agreement;
  - b. acknowledge that the Information Manager is not only an information manager but is also a custodian for the purposes of the HIA and as such, the custodian of the Health Information in the AHS CIS;
  - c. for the purposes of facilitating the disclosure of Health Information between the AHS CIS (where AHS is the "custodian" for the purposes of the HIA), and the Independent Instance (where the Custodian is the "custodian" for the purposes of the HIA), the parties agree they are relying upon Section 35(1)(a) of the HIA; and

- d. the parties agree that the Information Manager, acting in its capacity as custodian of the Health Information in the AHS CIS, can use the Health Information in the Independent Instance disclosed to the Information Manager by the Custodian pursuant to Section 35(1)(a) for any of the purposes that are permitted under the provisions of the HIA.

#### Compliance with Applicable Laws

5. The relationship of the Custodian to the Information Manager pursuant to the terms of this Agreement is solely that of custodian to information manager. 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.
6. The parties shall comply with the provisions of the HIA, including without limitation, 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.
7. Nothing in this Agreement absolves the parties from complying with other statutory, legal or contractual requirements.
8. 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 in accordance with the Custodian's policies and procedures.

#### Services to be Provided

9. The Information Manager shall provide Information Management Services to the Clinic in accordance with the terms and conditions on this Agreement and as further described in Schedule "A" attached to this Agreement.
10. The Information Manager may charge a fee for the Information Management Services and such fee shall be set out in Schedule "A" to this Agreement.
11. For the purposes of this Agreement and the provision of the Health Information Management services as set out herein, the parties agree and acknowledge that as and when the Independent Instance synchronizes with the AHS CIS, such synchronization constitutes a collection by the Information Manager, acting in its capacity as the custodian of the AHS CIS, and a disclosure by the Custodian pursuant to section 35(1)(a) of the HIA.
12. 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

13. The Information Manager shall treat all Health Information in the Independent Instance that it has access to under this Agreement as confidential except as otherwise provided in this Agreement. Only those employees or agents of the Information Manager who are engaged in Information Manager Services shall have access to Health Information. The Information Manager shall take all reasonable steps to prevent an unauthorized disclosure of Health Information.

14. For the purposes of providing the Information Management Services, 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 such services or resolve support issues on behalf of the Custodian, except as otherwise provided in this Agreement.
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 written 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 for further handling in accordance with the Custodian's policies and procedures established by the Custodian pursuant to Section 63 of the HIA.
19. The Information Manager shall inform the Custodian of all patient requests for Health Information, including requests to amend or correct Health Information, as soon as is reasonably practicable in accordance with the Custodian's policies and procedures for responding to such requests.

#### Audit

20. To the extent applicable to the information technology, the Information Manager agrees to permit the Custodian to audit its performance of this Agreement solely as it relates to the Independent Instance, including providing reasonable access to the applicable facilities of the Information Manager solely as they relate to the provision of the Information Management Services. Notwithstanding the foregoing, the Custodian agrees and acknowledges that the Information Manager, acting in its capacity as the custodian of the AHS CIS also has the right to audit the Custodian's use of the Independent Instance to the extent the Custodian's activities in the Independent Instance have the potential to impact the security and privacy of the Health Information in the AHS CIS.
21. The Custodian may assign its right to audit under section 20 to its employees, agents and contractors.
22. Nothing in this Agreement 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. To the extent applicable to the information technology, the Custodian has the right to monitor and generate an audit trail of the Information Manager'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 Agreement.

#### 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. For the purposes of the Information Management Services, 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 Information Manager's obligations as set forth herein;
  - b. To the extent applicable to the Independent Instance, 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; and
  - 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 and privacy 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 Agreement 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 Agreement shall commence on the Effective Date and continue for the period set out in Schedule "A" (the "Term") unless terminated earlier in accordance with this Agreement.
31. The parties may terminate this Agreement upon mutual agreement in writing. Either party may terminate this Agreement upon ninety (90) days written notice to the other party at its normal place of business by registered mail.
32. Upon termination of this Agreement, the Information Manager shall provide access to Health Information contributed by the Custodian, as authorized or required by legislation or regulation.
33. 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 Agreement;
  - 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 Independent Instance;
  - f. any breach of the security or privacy of Health Information the Custodian has entered or has provided access to through the Independent Instance; or
  - g. any unauthorized alteration (including, without limitation, unauthorized access) of the Health Information the Custodian has contributed to the Independent Instance, by or caused by the Custodian, its employees, agents or others for whom the Custodian is legally responsible.

#### General Provisions

34. Every request, notice, delivery or written communication provided for or permitted by this Agreement shall be in writing and delivered to, or mailed, postage prepaid, emailed or faxed to the party to whom it is intended to the address set forth in Schedule "A".
35. This Agreement shall not be modified, amended, or in any way varied or changed, except by a duly written executed instrument by the parties.
36. The terms and conditions of the Agreement shall be subject to and construed pursuant to the laws in force in the Province of Alberta.
37. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision unless to do so affects the entire intent and purpose of this Agreement.

38. This Agreement may not be assigned by either party without the prior written consent of the other party.
39. This Agreement and the information contained herein may be made generally available to the public. The parties each agree that this document does not contain proprietary information and may be made available to the public at the Information Manager's discretion.
40. This Agreement sets forth the complete understanding of the parties with respect to this subject matter and supersedes all other all prior and contemporaneous agreements, written or oral, between them concerning such subject matter. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement between the parties, the provisions of this Agreement shall control.
41. No consent or waiver, express or implied by any party of any breach or default by the other party in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to any other breach or default in the performance by such other party of the same or any other obligation of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any party to be in breach or default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. No failure or delay by a party in exercising any of its rights or pursuing any remedies available to it hereunder or at law or in equity shall in any way constitute a waiver or prohibition of such rights and remedies in the event of a breach of this Agreement.

*[This space intentionally left blank – Section 42 and signatures on following page]*

- 42. This Agreement may be executed in any number of counterparts, all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy thereof by such party.

**ALBERTA HEALTH SERVICES**

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:

**Custodian -** \_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
*Custodian Signature*

\_\_\_\_\_  
*Witness*

**Schedule "A"**  
**Description of Services to be provided by the Information Manager**

Term: XXXX years

Clinic: **[Insert name and location of Custodian's facility here]**

Information Management Services: **[insert description of services here]**

Fees: **[to be determined]**

Addresses for Notice:

If to the Custodian:

**[Complete address for notice of Custodian here including fax # and email]**

If to the Information Manager:

Alberta Health Services  
Information and Privacy Office  
10101 Southport Road S.W.  
Calgary, AB  
T2W 3N2  
Phone: 403 943-0424  
Fax: 403 943-0429