



CALGARY HERITAGE HOUSING

Privacy and Confidentiality Policy

Introduction

The following rules shall apply to all persons associated with the housing management body known as Calgary Heritage Housing (“CHH”) and its successors and assigns who have or may gain access to confidential information of CHH, including but not limited to personal information of the tenants of CHH, as a result of the performance of their duties.

In this policy, the term “Service Provider” includes a person or an organization that performs a service for CHH as an employee, board member, director, officer, volunteer or student or under a contract or agency relationship with CHH.

During the course of delivery of services, Service Providers may acquire information about specific individuals, such as tenants or staff of CHH, which may include information about identity, health, disability and other personal information. This information may be voluntarily disclosed by the individual or may be given, read, observed, overheard or otherwise acquired but is nonetheless confidential. The underlying principle is that all information related to an identified individual must be treated as confidential.

Service Providers must not collect, use or disclose such confidential information except in accordance with this policy and the applicable privacy laws, such as the *Freedom of Information and Protection of Privacy Act* of Alberta (“*FOIPA*”) and *Personal Information Protection Act* of Alberta (“*PIPA*”). Service Providers are encouraged to familiarize themselves with both *FOIPA* and *PIPA* as their services may be subject to the requirements of both statutes.

Part I: Personal Information of Tenants, Employees and Others

1. Definition

- 1.1 “Personal Information” is information that is subject to the protection of *FOIPA* and means information about an identifiable individual (such as a tenant or an employee of CHH), including:
- (a) the individual’s name, home or business address or home or business telephone number,
 - (b) the individual’s race, national or ethnic origin, or religious or political beliefs or associations,
 - (c) the individual’s age, sex, marital status or family status,
 - (d) an identifying number, symbol or other particular assigned to the individual,
 - (e) the individual’s biometric information,
 - (f) information about the individual’s health and health care history, including information about a physical or mental disability,
 - (g) information about the individual’s educational, financial, employment or criminal history, including criminal records where a pardon has been given,
 - (h) anyone else’s opinions about the individual, and
 - (i) the individual’s personal views or opinions, except if they are about someone else.

Commentary

Personal Information may relate to tenants and their families, employees, contractors, volunteers, visitors or other individuals affiliated with or that come into contact with CHH.

2. Collection of Personal Information

2.1 No Personal Information may be collected by a Service Provider for CHH unless:

- (a) the collection of that information is expressly authorized by an enactment of Alberta or Canada,
- (b) that information is collected for the purposes of law enforcement, or
- (c) that information relates directly to and is necessary for an operating program or activity of CHH.

2.2 Where Personal Information is collected for CHH, the Service Provider must collect information directly from the individual the information is about and must notify the individual of:

- (a) the purpose for which the information is being collected,
- (b) the specific legal authority for the collection, and
- (c) the title, business address, and business telephone number of an officer or employee of CHH who can answer the individual's questions about the collection.

Notification must be given before or at the time of collection.

2.3 The Service Provider will make every reasonable effort to ensure that Personal Information that will be or is intended to be used to make a decision that directly affects an individual is both complete and accurate.

2.4 The Service Provider acknowledges that individuals or their representatives have the right to request that CHH correct Personal Information that the Service Provider may have either received from CHH or collected or created about an individual. The Service Provider must make any correction or annotation required by CHH within 5 working days of receiving notice and direction to do so by CHH. At the direction of CHH, the Service Provider must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to CHH, the Service Provider disclosed the information subject to correction or annotation.

2.5 If the Service Provider receives a request under *FOIPA* for correction of Personal Information from a person other than CHH, the Service Provider must immediately advise the person to make the request to CHH unless CHH has directed the Service Provider to make the type of correction requested.

3. Use and Disclosure of Personal Information

3.1 Use of Personal Information

A Service Provider may use Personal Information only:

- (a) for the purpose for which the information was collected or compiled or for a use consistent with that purpose,
- (b) if the individual the information is about has identified the information and consented, in the prescribed manner, to the use, or
- (c) for some other purpose permitted by law.

3.2 Disclosure of personal information

3.2.1 Disclosure only with consent

Except when required by law, the Service Provider is not permitted to disclose the Personal Information about an individual gathered in the course performing the Service Provider's duties to anyone outside of CHH without the express written consent of the individual.

Commentary

Written permission from a tenant must be obtained before the name or photograph of a tenant can be used in promotional materials. Tenants' names may be made available for interviews only after written consent from the tenant has been obtained.

Service Providers must not disclose information about a tenant to anyone in a personal setting outside of the organization (including family members or friends) unless they have informed written consent from the individual involved.

Service Providers must take care not to discuss Personal Information about tenants in the presence of individuals who have no legal right to receive such information.

When a Service Provider intends to share Personal Information with an external professional to secure specific external services for a tenant, the tenant's written consent must be obtained ahead of time.

3.2.2 Disclosure to CHH

Personal Information may be disclosed by the Service Provider to an officer or employee of CHH if the information is necessary for the performance of the duties of the officer or employee.

Commentary

It is important for tenants to be made aware that some acquired information may be shared with CHH representatives who have a reasonable need for specific information in the performance of their duties.

3.2.3 Disclosure without consent

The Service Provider must disclose to the Chief Executive Officer of CHH ("CEO") without delay:

- (a) information about a risk posed by an individual to the health or safety of the public, of an affected group of people, of the individual, or another individual,
- (b) information the disclosure of which is, for any other reason, clearly in the public interest, and
- (c) information, the disclosure of which may avert or minimize:
 - (i) a risk of harm to the health or safety of a minor, or
 - (ii) an imminent danger to the health or safety of any person.

Commentary

Some situations may require that action is taken and that confidential information is shared without the consent of the tenant. Such situations may include the following:

- (a) need for immediate medical attention,
- (b) signs of psychiatric disturbances which may render a person a danger to themselves or others,
- (c) thoughts or threats of suicide, homicide, or violent crimes,
- (d) statements of intent to engage in imminent criminal activity, criminal activity in progress, or admission of same,
- (e) there are reasonable and probable grounds to believe that a child is in need of intervention services provided pursuant to *Child, Youth and Family Enhancement Act (Alberta)*, and

- (f) there are reasonable grounds to believe that there is or has been abuse as defined by the *Protection for Persons in Care Act* (Alberta).

The Service Provider must notify the CEO without delay if the above circumstances arise. The foregoing is not in any way intended to restrict disclosure of information required by law, including but not limited to disclosure pursuant to *Child, Youth and Family Enhancement Act* (Alberta) or *Protection for Persons in Care Act* (Alberta).

Where there is a reasonable belief that a danger to life, safety or health of a person exists, a referral to the appropriate authorities shall be made. All steps taken will be documented and placed on file with the CEO.

3.2.4 Disclosure required by law

The Service Provider undertakes that, if he or she receives a demand for disclosure of Personal Information received or collected, created, maintained, or stored for CHH, whether the request is from a person, a government other than Alberta, a non-government organization, a court of law, or from any other source, the Service Provider must:

- (a) immediately advise the CEO of the demand made to the Service Provider and forward a copy of the demand to the CEO, and
- (b) must not disclose the information unless otherwise directed by CHH.

Commentary

Information may be provided to law enforcement officials or the court having jurisdiction in Alberta upon a valid and enforceable Court Order, warrant or subpoena. However, no Personal Information may be disclosed pursuant to a subpoena, warrant or order issued or made by a court, person or body having no jurisdiction in Alberta to compel the production of information or pursuant to a rule of court that is not binding in Alberta. Legal counsel for CHH shall be notified and CHH personnel shall proceed according to the advice of counsel, or at the direction of the CEO.

Disclosure of confidential information may need to occur in order to counter formal allegations of malpractice, negligence, or conduct unbecoming of a professional. While justified, disclosure must be limited to the issue at hand and not exceed what is necessary to the situation. Legal counsel for CHH shall be notified and provided with information and be requested to advise on whether CHH has an obligation to disclose information. CHH shall proceed according to the advice of counsel.

3.2.5 Disclosure outside of Alberta

The Service Provider shall not use or disclose the Personal Information outside Alberta for any purpose where the use or disclosure would reduce the protection that the Personal Information would normally have in Alberta.

Part II: Confidential Information

4. Definition

In the course of the provision of services to CHH or its employees or tenants, the Service Provider may gain knowledge of and access to confidential information of CHH. Such confidential information consists of but may not necessarily be limited to:

- (a) Personal Information (as defined above),
- (b) policies,
- (c) procedures,
- (d) budgets,
- (e) electronic data,

- (f) minutes of meetings,
- (g) financial data,
- (h) manuals,
- (i) computer programs, or
- (j) any other information relating to the operations of CHH that is not publicly disseminated

(all collectively referred to as "Confidential Information").

5. Duty to Protect and Preserve Confidential Information

- 5.1 The Service Provider will take all reasonable steps to protect and preserve the confidentiality of the Confidential Information and will not disclose or divulge any of the Confidential Information without the express written permission of CHH other than in the course of the Service Provider's duties with CHH and only to allow the Service Provider to completely and properly perform his/her duties.
- 5.2 The Service Provider must protect Confidential Information in the custody of the Service Provider by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.
- 5.3 The Service Provider will, upon termination (for whatever reason) of employment or other engagement with CHH as the case may be, promptly and immediately return to CHH any Confidential Information in the possession or control of the Service Provider.
- 5.4 The Service Provider understands and agrees that the Confidential Information shall remain the property of CHH, whether developed by CHH or by the Service Provider in the course of the Service Provider's engagement with CHH.
- 5.5 The Service Provider will immediately notify CHH if any information comes to the attention of the Service Provider to indicate or that might indicate that any of the Confidential Information has been inadvertently or otherwise used by or disclosed to any third party.
- 5.6 The Service Provider will not breach any obligations of confidentiality that he/she may have with others. The Service Provider also agrees that he/she has not and will not be using or disclosing any confidential information that is the property of others in the performance of the Service Provider's duties with CHH.
- 5.7 The Service Provider's engagement with CHH will not be a breach of any agreement, fiduciary duty or otherwise, that the Service Provider may have with others, and the Service Provider warrants that he/she has not entered into any other agreement and agrees that he/she will not enter into any other agreement that conflicts with this policy.

Part III: Records Management

6.1 Definition of Record

In this policy, “Record” means record as defined in *FOIPA*, as may be amended from time to time, and includes a record of information in any form that is written, photographed, recorded or stored in any manner, such as notes, images, audiovisual recordings, documents, photographs, letters, and papers, but does not include software or any mechanism that produces records.

6.2 Control of Records

6.2.1. CHH Records

Under this Policy, the following Records shall remain under the control of CHH and are subject to *FOIPA* (referred to as “CHH Records”):

- (a) Records in the possession of CHH,
- (b) Records transferred to the Service Provider by CHH, and
- (c) Records collected, created, maintained, or stored by the Service Provider in the performance of the Service Provider’s duties for CHH as an employee, board member, director, volunteer or student or under a contract or agency relationship with CHH that contain Confidential Information.

Commentary

CHH shall still have control over records relating to the business of CHH, even if they are in possession of a Service Provider or a former Service Provider.

6.2.2. Service Provider’s Records

The following types of Records are deemed to be the sole property of the Service Provider:

- (a) Service Provider’s administrative, accounting or human resources Records that are unrelated to the work performed by the Service Provider for CHH, provided that those records do not contain Confidential Information or Personal Information that would otherwise be under the control of CHH; and
- (b) If the Service Provider is a member of a regulated profession, the records created for Service Provider’s own purposes (for example, working papers or records created for fulfilling professional obligations), or where CHH would not have the authority to collect the personal information in the records (for example, medical information collected by a counselling service).

6.3 Segregation of Records

The Service Provider must keep CHH Records separate from all its other records and information.

6.4 Storage of CHH Records

6.4.1 The Service Provider must not process, store or transfer any CHH Records beyond the boundaries of Alberta without the prior written consent of the CEO.

6.4.2 The Service Provider must maintain the security of the CHH Records transferred or collected, maintained, or stored by the Service Provider. CHH may impose or alter specific security requirements pertaining to CHH Records and Confidential Information.

6.5 Access to CHH Records by CHH

- 6.5.1. The Service Provider will provide to CHH, at the Service Provider's expense, any and all CHH Records within 5 calendar days of notification by CHH.
- 6.5.2 The Service Provider will allow CHH to inspect or review the CHH Records at the request of CHH within 2 calendar days of notification by CHH.
- 6.5.3 Notwithstanding the foregoing, if the Service Provider is an employee of CHH, the Service Provider will provide access to CHH Records forthwith upon demand by CHH.
- 6.5.4 Notwithstanding any dispute between the parties, the Service Provider will continue to provide CHH with access to records in accordance with the terms of this policy.

6.6 Retention and disposition of CHH Records

- 6.6.1 CHH Records are the sole property of CHH and are to be delivered to CHH at Service Provider's expense at the request of CHH upon conclusion of Service Provider's engagement with CHH.
- 6.6.2 Despite clause 6.6.1 above, CHH may approve the retention by the Service Provider of certain CHH Records. CHH may withhold approval for any reason and without providing an explanation or impose conditions on retention of CHH Records. If CHH approves the retention of the specified CHH Records, the Service Provider must obtain the individual's consent, in a manner specified by CHH, for CHH to disclose the individual's Personal Information to the Service Provider in the Service Provider's capacity as an entity providing services on its own behalf. The Service Provider shall retain evidence of the consent to disclosure in a manner specified by CHH. If the Service Provider fails to obtain proper consent, the individual whose consent should have been obtained shall be notified.
- 6.6.3 In this Policy, a "Transitory Record" means a record containing information of temporary value that does not have future administrative, financial, legal, research or operational value to CHH (e.g. drafts or copies of documents), but shall not include any record or Personal Information that was or will be used by CHH to make a decision that directly affects an individual. Transitory Records may be disposed of when they are no longer required, unless CHH advises otherwise. Where permitted, destruction of Transitory Records must be done according to the rules and regulations of the Government of Alberta, as may be amended from time to time.

Commentary

If the information in a record will have some future administrative, financial, legal, research or historical value to CHH, then the Service Provider should store the record. For example, e-mail messages that record approvals, recommendations, opinions, decisions or business transactions have future value are not transitory and should be retained.

- 6.6.4 The Service Provider must receive CHH's prior written approval for destruction of records, except for Transitory Records. The Service Provider must notify the CEO in writing at least 14 days prior to the scheduled destruction. The Service Provider must also notify CHH once the approved destruction has taken place.
- 6.6.5 The Service Provider must maintain a log of the disposal of CHH Records and that have been authorized by CHH to be disposed of under this Policy. The log must contain at least the following information and must be provided to CHH immediately upon request by CHH:
 - (a) the particulars of the records that were disposed of,
 - (b) format of the record (e.g. paper or electronic),

- (c) date of disposition,
- (d) method of disposition, and
- (e) name of the person who carried out the disposition.

6.6.6 If a Service Provider receives a request for access under *FOIPA* for CHH Records in the custody of the Service Provider, the Service Provider must:

- (a) immediately advise the requester to make the request to CHH,
- (b) immediately advise the CEO of the request made to the Service Provider and forward any copy of the request to the CEO, and
- (c) must not disclose the information in the records unless otherwise directed by the CEO.

7.0 General

- 7.1 The Service Provider is responsible for ensuring that its employees, agents and subcontractors are aware of and understand the requirements of *FOIPA* and this policy before the employees, agents or subcontractors perform duties that involve personal information under the control of CHH.
- 7.2 Should the Service Provider engage the services of a subcontractor to perform activities that would involve personal information under the control of CHH, the Service Provider must verify the ability of the prospective subcontractor to protect the privacy and security of the affected information, in a manner specified by CHH, before awarding the subcontract. The Service Provider must supply a record of such verification to CHH upon request by CHH.
- 7.3 This policy is subject to change by CHH within its sole and unfettered discretion. CHH may establish other policies, rules or regulations concerning privacy and confidentiality from time to time to assist with the implementation of this policy and to promote compliance with *FOIPA* or other applicable legislation. The Service Provider agrees to be familiar with and to abide by such policies, rules and regulations and amendments thereto.
- 7.4 In addition to any other rights of inspection or audit which CHH may have under this policy or under statute, the CEO or a person authorized by the CEO may, at any reasonable time and on reasonable notice to the Service Provider, inspect and evaluate the Service Provider's compliance with the privacy, security and information management requirements under this policy through any or all of the following:
- (a) on-site visit,
 - (b) observation of the performance of the services in progress,
 - (c) access to records and the ability to make copies of the records, or
 - (d) oral or written communications with any tenants, employees, agents, or subcontractors of the Service Provider.
- 7.5 This policy shall be binding upon the Service Provider and his/her personal representatives and successors in interest, and shall inure to the benefit of CHH, its successors and assigns.