


Function: Administration - 05
Department: Legislative - 030
Policy No.: 003



Protection of Personal Information

Effective Date: December 14, 2018
Review Date: December 14, 2023
Cancel: Policy 241 – Protection of Personal Information
Resolution #: 810-18

CAO Signature: 

Purpose: To establish an operating policy for regulations pertaining to the protection and release of personal information. The *Freedom of Information and Protection of Privacy Act (FOIP Act)* regulates the specific purposes for which Lac Ste. Anne County may collect, use, and disclose personal information.

Procedures:

Employees are obligated to protect personal information by making reasonable security arrangements as outlined under Section 38 of the Freedom of Information and Protection of Privacy Act. Security precautions are depending on the sensitivity and nature of the records, i.e. the more sensitive the information in the records, the stricter the security arrangements that are required. Security arrangements should be reviewed with the Records and Information Manager.

The goal is to keep personal information secure from unauthorized access, collection, use, disclosure or disposal. This includes electronic systems, surveillance systems, and hardcopy files used to store and/or share personal information.

1. Collection of Personal Information:

The following principles are recommended for providing notice of collection of personal information:

1. Notice of collection is provided in writing and meets the following requirements under Section 34(2) of the Freedom of Information and Protection of Privacy Act:
 - a) the purpose for which the information is collected,

- b) the specific legal authority for the collection,
- c) how the information will be used,
- d) the title, business address and business telephone number of an officer or employee of the public body who can answer the individual's questions about the collection,
- e) procedures are in place for staff to follow for the use, disclosure and disposal of personal information. If the circumstance arises in which the FOIP Coordinator has determined that notice of collection cannot be provided in writing, procedures are to be in place for staff to follow when providing oral notice.

The collection of personal information under the Freedom of Information and Protection of Privacy Act is addressed in Section 33.

2. Access of Personal Information:

Employees with access to information (in any form or medium) about County applicants/clients; employees or business matters may only obtain information that is necessary for job duties and performance. Viewing any information other than that required in performing a job function is a breach of Lac Ste. Anne County's confidentiality standard, even if one keeps the information to oneself and does not disclose it to any other person. Regardless of the format in which information is obtained (either orally, written or electronic), it must be treated with the same level of confidentiality. Every effort should be made to ensure that confidential information is not inadvertently disclosed to persons not otherwise entitled to receive such information. For example:

1. Confidential information should never be discussed in any area where others not entitled to receive that information are present. This includes:
 - a) in public areas of Lac Ste. Anne County such as hallways, washrooms, lounges, stairwells, or cafeteria/lunchroom facilities;
 - b) at home or in public places outside of Lac Ste. Anne County, unless required to do so by law or with permission from an authorized individual.
2. Confidential information should never be left unattended in written form on desks or displayed on computer terminals in locations where it may be seen by unauthorized persons (e.g. while transporting records or leaving information on photocopiers, facsimile machines, or white boards). Ensuring all personal and confidential information is filed, or office doors are locked is the responsibility of each employee.
3. File cabinets and storage areas that contain confidential information should be kept locked when unattended and access should be restricted in rooms where personal records are stored.

4. Staff should limit using e-mail or facsimile transmissions to send personal information and make reasonable efforts to ensure that the recipient of such transmissions is verified.
5. Confidential information should be disposed of in accordance with Lac Ste. Anne Policy 266 Disposition of Inactive Municipal Records, as amended from time to time.
6. No employee of Lac Ste. Anne County may, at any time, utilize any form of Social Media (e.g. Facebook, Twitter, Snap Chat, LinkedIn, etc.) as a representative of Lac Ste. Anne County. Therefore, no images, logos, letters, or any other type of information owned by Lac Ste. Anne County may be posted or utilized in any way unless authorized by the County Manager.

3. Failure to Comply:

Every employee of Lac Ste. Anne County, permanent, temporary or volunteer, must sign a Confidentiality Agreement (see attached "Schedule A") on the date of hire. If any employee is found to be in breach of this Policy, Lac Ste. Anne County Policy pertaining to Discipline, Suspension and Dismissal of Staff will be followed.

Schedule "A" - Employee Confidentiality Agreement

This Agreement is made between _____ ("EMPLOYEE")

and **Lac Ste. Anne County**, on _____20____.

EMPLOYEE will perform services for Lac Ste. Anne County which may require Lac Ste. Anne County to disclose confidential and proprietary information ("Confidential Information") to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to EMPLOYEE'S services for Lac Ste. Anne County, the business or operations of Lac Ste. Anne County, and/or the products, drawings, plans, processes, or other data of Lac Ste. Anne County). Accordingly, to protect the Lac Ste. Anne County Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

A. EMPLOYEE will hold the "Confidential Information" received from Lac Ste. Anne County in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others. "Confidential Information" is non-public information, know-how, and trade secrets in any form that are designated as "confidential" or that a reasonable person knows or reasonably should understand to be confidential.

B. EMPLOYEE acknowledges that LSAC is a public body subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta). EMPLOYEE agrees to ensure that any information records received from Lac Ste. Anne County is collected, used and disclosed in accordance with such Act. Further, EMPLOYEE acknowledges that Lac Ste. Anne County may be required to disclose the information about this Agreement pursuant to the provisions of such Act. EMPLOYEE shall immediately notify Lac Ste. Anne County in writing of any breach suspected or identified of Lac Ste. Anne County's confidential information as soon as a breach is suspected or becomes known to EMPLOYEE.

C. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Lac Ste. Anne County.

D. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Lac Ste. Anne County.

E. EMPLOYEE will, upon the request or upon termination of his/her relationship with Lac Ste. Anne County, deliver to Lac Ste. Anne County any documents, notes, digital records, equipment, and materials received from Lac Ste. Anne County or originating from its activities for Lac Ste. Anne County.

F. Lac Ste. Anne County reserves the right to take disciplinary action as stated in Lac Ste. Anne County's Policy pertaining to *Discipline, Suspension, and Dismissal of Staff*, as amended from time to time.

EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above and has acknowledged and understands the terms of Policy 03-090-003 *Protection of Personal Information*.

Employee: _____

CAO: _____