
Alberta Employment and Immigration

Contract Management Administration System

Privacy Impact Assessment

Final Report

October 2008

Submitted by:
Financial Management
Finance and Administration
Employment and Immigration

In consultation with:
Information and Privacy Office

Table of Contents

Chapter 1: Description of the Contract Management Administration System	1
1. Responsible Public Body	1
2. Responsible Business Area	1
3. Contact Person	1
4. Project Overview.....	2
4.1 Background	2
4.2 Current Situation.....	2
4.3 Project Overview	3
5. Project Benefits.....	3
5.1 Benefits to Alberta Employment and Immigration (AE&I)	3
6. Project Timing	4
Chapter 2: Personal Information Collected, Used and Disclosed by the Project..	5
1. Personal Information Collected	5
1.1 Personal Information to Define the Legal Relationship.....	5
1.2 Personal Information to Manage the Contract	6
1.3 Personal Information to Monitor Contractor Performance.....	7
2. Personal Information Flow	9
3. Contract Management Administration System Users.....	11
3.1 Primary User Roles	13
3.2 Supporting User Roles.....	13
Chapter 3: Protection of Personal Information Analysis.....	14
1. Collection of Personal Information	14
2. Manner of Collection of Information	14
3. Accuracy and Retention.....	15
4. Right to Request Correction of Personal Information.....	15
5. Protection of Personal Information.....	15
5.1 Service Alberta	16
5.2 Employment and Immigration Responsibility	16
5.3 Financial Management Responsibility	16
5.4 Staff Responsibility	17
6. Use of Personal Information	17
7. Disclosure of Personal Information	17
8. Disclosure for Research or Statistical Purposes	17
Chapter 4: Potential Privacy Impacts.....	19
1. Potential Privacy Impacts.....	19
2. Conclusion	20
APPENDIX 1 CMAS V.5 drawing.....	20
APPENDIX 2 Contract Management Related Legislation	20

Chapter 1: Description of the Contract Management Administration System

Alberta Employment and Immigration (AE&I) business areas rely heavily on agency and service contracts in their daily operations. Contract managers are responsible for over 1000 contracts.

In October 2002, the Finance Division began implementing the Contract Management Administration System (CMAS) to replace other systems within the department.

The v5.4 upgrade of CMAS provided an opportunity to review the prior Privacy Impact Assessment (PIA) and identify changes to be made based on the systems functions and enhancements.

This assessment found no potential privacy concerns from the upgrade.

1. Responsible Public Body

AE&I is responsible for all the records used in the CMAS in its custody and under its control and participated in the development of a customized version of CMAS.

2. Responsible Business Area

The Financial Management Branch is the business area responsible for CMAS.

3. Contact Person

The contact for questions about the personal information collected, used and disclosed by CMAS is:

[Senior Financial Analyst](#)
Financial Management
Finance and Administration
7th Floor, Centre West
10035 – 108 Street
Edmonton, AB, T5J 3E1
Telephone 780 415-4797

4. Project Overview

4.1 Background

Contract management is the process of overseeing a contract project from beginning to end: from the identification of a need that must be met, through to the final evaluation after the contract has come to an end.

CMAS is an on-line, web-based application that allows users to create, edit, save, preview, print and approve contracts. The system is more than an electronic word processing application. Once a contract has been created and submitted, review/approval and routing of documents is done electronically. The only *official* hard copy of the contract will be produced at the end of the process when the contractor and delegated signing authority sign the contract.

The system allows users to apply invoices against new and existing contracts. Data is electronically forwarded to the financial management system known as the Integrated Management Alberta Government Information System (IMAGIS) for processing of contract invoice payments. Monitoring and tracking the performance of individual contractors can also be performed within the system.

CMAS also allows integration to other Government of Alberta (GOA) and Ministry legacy systems. The interface with IMAGIS allows for the daily refreshing of vendor information, payment information and chartfield data. Data is extracted to the Contract Management Adhoc Reporting Tool (CMART) which populates tables used in the generation of both standard and adhoc management reports.

CMAS is the department's central repository for contract tombstone information, contract documents, and their associated invoices and payments. It is used for processing invoices related to contracts, and for storing information related to the contractor and the operation of the Program.

4.2 Current Situation

GOA's CMAS Support agreement for v3.2.1 expired May 31, 2007. As GOA continues to require a system that will handle the different intricacies and approaches to contract management GOA contracted with Upside Software Inc. ("Upside Software") to upgrade the existing Upside Contract Management System v3.2.1 to Upside Contract Management System v5.4 that will continue to support the contract management processes within GOA. The products included in the upgrade will consist of UpsideContract and UpsideBilling.

The upgrade includes the full conversion/migration of existing v3.2.1 data and the updating of workflows, and interfaces to v5.4. The upgrade is not intended to enhance functionality beyond the standard out of the box features.

4.3 Project Overview

The scope of this project is to:

- Validate and confirm all the business and technical requirements for AE&I and Alberta Children and Youth Services (ACYS) to be used as a bench mark document to conduct the Fit-Gap activity with the CMAS v5.4 product. These requirements will include:
 - Outstanding system issues from the AE&I Issue Resolution project;
 - Auditor General recommendations/observations;
 - All the mandatory business and technical requirements; and
 - Requirements identified in the CMAS Post Implementation Review (PIR) project.
- Conduct a Fit-Gap ‘on paper’ of the requirements against CMAS v5.4 functionality.
- Demo and hands on verification of business requirements as appropriate and feasible by Upside Software.
- Determine and implement changes required for all AE&I reporting solutions.
- Full product configuration, testing, training and implementation.

5. Project Benefits

5.1 Benefits to Alberta Employment and Immigration (AE&I)

The benefits to AE&I from the CMAS upgrade include:

1. *Ability to Uncomplete a Contract* — Currently contracts which are completed in error can only be reset to a status of approved through a data fix performed by the product vendor. In v5.4, contracts can be set back to an approved status by the Master System Administrator. The functionality which enables us to uncomplete a contract in-house will reduce the turnaround times and data fix costs.
2. *Creation of a Contract Summary* — The printable Contract Summary allows the user to see data they have entered on the contract header, details, notes, invoices and workflow at a glance.
3. *Contract Approvals* — Changes to the workflow engine now enables the user to see who, within the organization, has access to the contract or invoice at each step of the workflow.

4. *Enhanced Configurability* — The AE&I Master System Administrator now has the ability to configure the application to suit the needs of its users better. Functionality includes the ability to hide buttons, change label names and translate specific strings of data.
5. *Enhanced Document Tab* — Users will now be able to see all sections and clauses in a single window, additional Word-like capabilities have been added in addition to enhanced change tracking functionality.
6. *Out of the Box Reporting* — Additional Out of the Box reports have been added to both the Contracts and Invoices modules. Selection criteria has been increased and users now have to ability to save the results in various formats including; Microsoft Word, Microsoft Excel, XML and Adobe PDF.
7. *Application Support* — Responsibility for loading of all future products builds will be supported by Service Alberta instead of Upside Software. This will meet observations identified by the Office of the Auditor General.
8. *Approve All Functionality* – The ability to approve all contracts or invoices at the same time has been removed. Reviewers and approvers will now be required to access each contract and/or invoice individually in order to release it to the next step in workflow. This will meet observations identified by the Office of the Auditor General, and eliminate the possible release of contracts or invoices in error.

6. Project Timing

The following is the project development and implementation schedule:

Detailed Requirements Analysis	September – December 2006
Project Start-Up Activities	October 2006
User Acceptance Testing	September 2007 – February 2008
Training	March – May 2008
Final Implementation into Production	October 2008

Chapter 2: Personal Information Collected, Used and Disclosed by the Project

1. Personal Information Collected

A contract describes the formal, binding, written agreement that establishes a contractual relationship between AE&I and an external service provider.

Personal information is collected in support of three general contract management needs: to define a legal relationship; to administer the contract; and, to monitor contractor performance. The CMAS upgrade will not collect any additional personal information than is currently collected to manage contracts. Although CMAS is used throughout the contract management cycle, personal information is entered into the system at the contract drafting stage and is only used when required for administering the contract.

1.1 Personal Information to Define the Legal Relationship

To be considered a contractor, the individual or group must be a legal entity. Legal entities include: individuals, registered/incorporated organizations and entities that exist through legislation.

An individual may conduct business as a sole proprietor under their own name or may conduct business under a business name (e.g. “John Doe” or “Doe Documentation Services”). Regardless of their operating name, they must be contracted with by using their individual proper legal name. In this situation, any information collected for the purposes of the contract and associated with the sole proprietor/partnership, is personal information as defined under the *Freedom of Information and Protection of Privacy Act (Act)*.

The contractor identifies a contact person with whom the contract manager deals. The contact name and associated contact information is personal information as defined under the *Act*.

Figure 1 describes the personal information used to define the contractual relationship.

**Figure 1
Contractor Personal Information Collected**

Personal Information Collected	Rationale for Collection
Legal Name	Legal party to the contract with AE&I
Operating Name	Name under which the contractor carries out day-to-day business if different from legal
Contact Name	Person acting on behalf of the contractor
Contact Title	Contact
Contact Phone #	Contact
Alternate Contact	Alternate person acting on behalf of the contractor
Alternate Contact Phone #	Contact
Alternate Contact Title	Contact
Mailing Address	Contact
Site Address	Contact
Fax #	Contact
Email Address	Contact

1.2 Personal Information to Manage the Contract

The range of contracted-for services that AE&I seek to purchase may include services provided to specific individuals.

The AE&I Labour Market Programs and Services are a suite of programs and services whose goal is to enable Albertans to obtain employment. Their purpose is to assist Albertans to acquire the skills they need to become employed, and to seek and find employment. The focus of Labour Market Programs and Services is on clients, and the outcomes of most Labour Market Programs and Services is expressed in terms of client successes.

Almost all Labour Market Programs and Services are provided to AE&I clients by a contractor on behalf of AE&I. The contractor is held accountable for delivering the services to eligible AE&I clients as stipulated in the contract. In certain types of programs, contractors will also be held accountable for the clients' achievement of outcomes as stipulated in the contract (see 1.3 below).

Figure 2
Client Personal Information Collected to Manage the Contract

Personal Information Collected	Rationale for Collection
Client Name	Identify individual(s) receiving the contracted services for Workplace Training programs as listed in the body of the contract. This information may also used for invoicing purposes.
Clients Income Source (Employment Insurance, Supports For Independence, Other Albertans)	Identifies whether the payment related to the client will be paid from a Federal funding source or from one of two provincial funding sources.
Client Training Plan	Outlines the training that the contractor will provide the client.

1.3 Personal Information to Monitor Contractor Performance

Post-payment invoice verification and quality control monitoring activities are carried out as stipulated in the monitoring plan conditions of the contract. Post-payment financial monitoring activities might include verifying with clients or end-users that services have been delivered, by examining a random sample of contractor and AE&I client files to check their correlation with information on invoices and other documents. Quality control monitoring activities might include gathering and analyzing AE&I client and/or end-user feedback about the quality of services they are receiving.

**Figure 3
 Personal Information Collected
 To Monitor Contractor Performance**

Personal Information Collected	Rationale for Collection
Client Name	<p>Each contract has services that are billed out. Typically the billings are on a fee per individual or fee for a group of clients to attend (e.g. resume workshop for 15 clients). The <i>Financial Administration Act</i> requires that a department confirm the receipt of services. Therefore, contracts involving services to clients dictate the need to contact all or a sample of clients to confirm services.</p> <p>Contractors provide supporting documentation to their invoices that includes a listing of client names for each service performed under the contract and for which the contractor is billing. For example, if a contractor billed AE&I \$100 per assessment for 23 assessments in a month, then we would require the 23 names. AE&I staff would then confirm within a sample of those names that the client actually received an assessment.</p>
Status of Training Completion for a Client	See above.
Employer	Often the end result of a training contract is for the client to gain employment. There is usually a fee attached to this. Hence, we ask for the employer's identity when AE&I is billed for employment. Again, this is part of the confirmation process.

AE&I's current monitoring process is a manual one. The required information is sent in on paper or electronic format. Though CMAS v5.4 can receive information electronically from Contractors, AE&I has elected not to use the functionality at this time. It is however possible for documents in electronic format to be attached to the contract in CMAS. This is accomplished through the Documents tab. The system does have limitations which would prevent users from searching for and sorting these attachments, as a result the majority of the monitoring process is accomplished manually.

2. Personal Information Flow

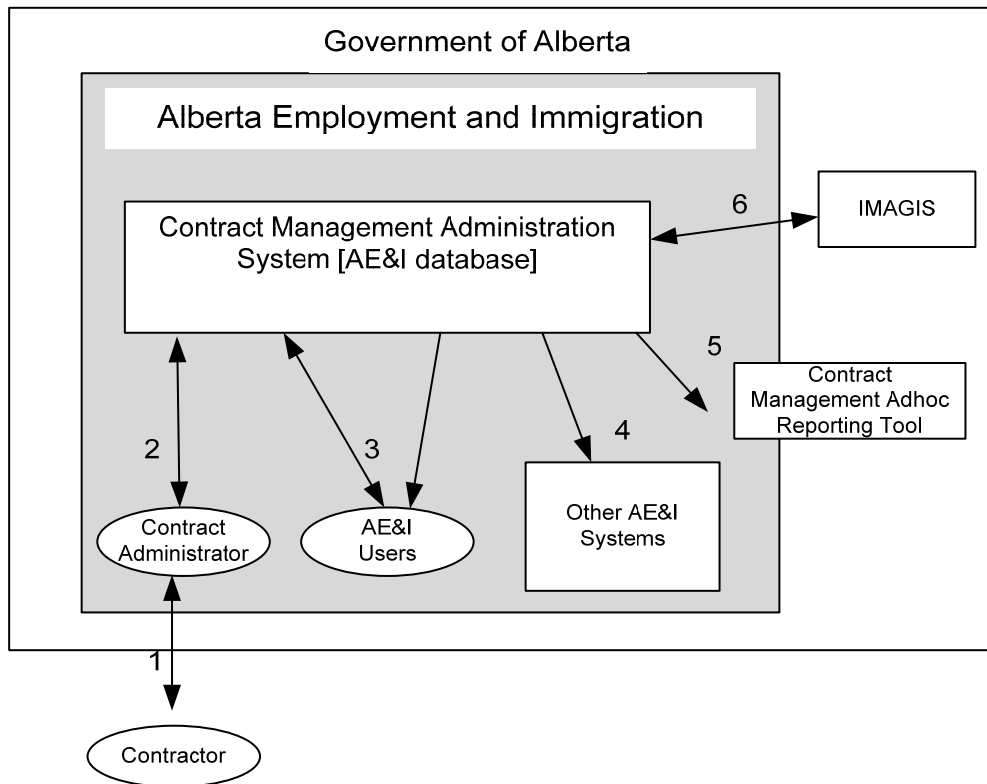
CMAS will reside on a GOA server (see *Figure 4*) maintained by Service Alberta. The upgrade to v5.4 will be implemented in both AE&I and ACYS at the same time.

The contract information for each department will be restricted to each Ministry by the General Ledger code assigned that Ministry. CMAS will read the code as an Organizational Unit allowing us to build each individual dept id within an Org Unit structure. The additional delineation will ensure contracts and invoices can only be viewed by individuals with the appropriate security levels. (refer to *Appendix 1 CMAS V.5 drawing*)

Figure 4 and accompanying notes describe the flow of personal information for AE&I's use of CMAS.

Please note: *Figure 4* below is a highly simplified diagram. CMAS application and database actually resides on a Government server at Service Alberta. AE&I users have access only to the AE&I database.

Figure 4
Contract Management Administration System
Information Flow



Contract Management Administration System Information Flow Notes

1. Contractors do not have access to CMAS. The Contract Administrator is the AE&I employee responsible for administering or managing a contract including entering contractor data into the system.
2. Information provided by the Contractor and information related to the contract, is entered into CMAS by the Contract Administrator.
3. Other AE&I users are actively involved in the everyday activities and decisions of managing a contract. See section 3, *Contract Management Administration System Users* in this chapter for a description of users and their type and level of access. The audit function will also be performed by AE&I auditors who will be auditing a sample of tender documents, contracts and invoices. Auditors will have view access to the system.
4. Other areas of AE&I that perform such tasks as budgeting / forecasting or program evaluation would access information through summary reports or download the data that is required for their specific business purposes from the AE&I Reporting database – Contract Management Adhoc Reporting Tool (CMART). CMART is a separate site into which CMAS daily transmits an extract of data on all users, contracts and invoices which exist in CMAS at that point in time. Specific users have access to CMART to pull predefined management reports. Users may also request adhoc reports of information from Financial Management staff.
5. Select individuals who use other AE&I systems have access to CMAS to extract information required for program administration. The information includes; the contract number, contractor name, and contact information and contract start/end dates. This information is used by AE&I staff for the purpose of determining if a contract has been approved. If so, the contractor may be given access to other AE&I systems as part of the contractual agreement.
6. IMAGIS is a system used by all Government of Alberta departments to support financial activities and reporting. Transactions that take place between CMAS and IMAGIS are: released payments from CMAS, accepted released payment from CMAS, accepted payment release confirmation from IMAGIS, and receive payment/receivable confirmation from IMAGIS.

3. Contract Management Administration System Users

There are approximately 400 CMAS users in AE&I. Access to the system is based on the organizational unit and the user's contract management role.

The contract information for each department is restricted to a department by the General Ledger code assigned that department. At the department level this will be done by business unit.

Access to contract information within AE&I can be restricted to a division, region or branch. There are seven divisions within AE&I, ranging in size and span of control. One division cannot access another division's contract data. The Delivery Services Division is the division that primarily deals with contracted services to individual Albertans. The Delivery Services Division has six regions and regions will only be able view and access their own regional contracts. Access can be restricted to only those contracts that a branch or business area manages. This restriction or segregation is done by department ID codes.

Approximately 48% of the users of the system will have the ability to create and edit contract information. The remaining 52% are made up of contract reviewer/approvers, invoice creators and reviewers/approvers and individuals who only have view access.

Figure 6 on the next page lists the user roles by the general contract information needs and the type of access. A description of each of the roles follows in sections 3.1 and 3.2.1.

Figure 6
User Access to Personal Information

User Role	ACCESS TO PERSONAL INFORMATION		
	Legal Relationship	Contract Management	Monitor Contractor Performance
Contract Administrator	Update	Update	Update
Contract Reviewer (s)	View	View	View
Contract Approver (s)	View	View	View
Invoice Administrator	View	View	View
Invoice Approver	View	View	View
Accounting Officer	View	View	View
Template Administrator	N/A	N/A	N/A
Template Approver	N/A	N/A	N/A
System Administrator	Update	Update	Update

Note: Roles including RFP Administrator, RFP Admin Reviewer, RFP Reviewer, RFP Approver, and RFP Approver 2 will no longer exist once v5.4 is implemented in AE& I. The Accounting Officer role will change from a pre-approval role in invoices to a post-audit view role with the implementation of the upgrade.

3.1 Primary User Roles

The **Contract Administrator** role creates updates, amends and manages a contract. This is from the time the need for the services has been identified and a contract is determined to be the best method for acquiring the services, to the completion and evaluation of the contract.

The **Contract Reviewer** reviews the contract before releasing the document for approval. There can be many contract reviewers. This role is not able to change anything in a contract. This role can forward, reject or approve the contract.

The **Contract Approver** provides the final approval to contracts. There can be more than one contract approver. This role is not able to change anything in a contract. This role can forward, reject or approve the contract.

The **Invoice Administrator** creates and maintains invoices. This role has access to the same personal information as the Contract Administrator role but cannot make changes to the contract.

The **Invoice Approver** approves the invoice before releasing it for final approval. There can be more than one invoice approver. This role is not able to change anything in an invoice but only has view access. This role can reject the invoice or approve it. This role also has access to view contract information.

The **Accounting Officer** is the person from AE&I who provides final approval of invoices. All reviews done by the Accounting Officer will be done on a post-audit basis. This role is not able to change anything on an invoice and only has view access. This role also has access to view contract information.

3.2 Supporting User Roles

The **Template Administrator** creates and maintains Contract and Supplement templates. This role does not involve any access to personal information.

The **Template Approver** provides the final approval for Templates. There can be more than one approver of templates. This role does not involve any access to personal information.

The **System Administrator** has access to all functions of the system in order to provide appropriate support and maintenance. The System Administrator also assigns and maintains user access to CMAS. This role has complete access to all information in the system.

Chapter 3: Protection of Personal Information Analysis

CMAS manages a contract project from beginning to end: from the identification of a need that must be met, through to the final evaluation after the contract has come to an end.

AE&I's contract management activities are governed by AE&I legislation, Federal legislation and the Agreement on Internal Trade. Refer to *Appendix 2* for a brief description of the applicable legislation.

1. Collection of Personal Information

While the *Government Organization Act* has no specific residual section dealing with contracting and contract management, s.8 allows a Minister to establish any services he/she considers desirable in order to carry out the matters under his/her administration. This section is broad enough to include contract management, which is part of the efficient running of any government department.

Section 10 of the *Financial Administration Act* assigns responsibility to the Minister for "all matters related to the financial affairs of the Crown..." This section is broad enough to include contract management.

Personal information collected for contract administration is done under the authority of s.33(c) of the *Freedom of Information and Protection of Privacy Act (Act)*.

33 *No personal information may be collected by or for a public body unless*

(c) Information relates directly to and is necessary for an operating program or activity of the public body.

Personal information collected is used to administer contracts for the provision of goods and services to AE&I (see section 1 in Chapter 2, *Personal Information Collected*).

2. Manner of Collection of Information

Personal information required to describe the contractual conditions or to determine the contractor's ability to handle the project is provided directly by the contractor.

In the case of Workplace Training contracts, where services are provided to specific individuals, personal information is provided to AE&I by the individual.

Post-payment financial monitoring activities might include verifying with clients or end-users that services have been delivered by examining a random sample of contractor and AE&I client files to check the match with information on invoices and other documents. Quality control monitoring activities might include directly gathering and analyzing AE&I client and/or end-user feedback about the quality of services they are receiving or have received.

3. Accuracy and Retention

The Contract Administrator is the only person who has update access to personal information collected to support contract management (see *Figure 6*). CMAS tracks changes made to the content of the contract and the author of the change.

In general, the master contract and copies are kept by AE&I for 2 fiscal years, after the contract has expired and all of the conditions relating to the contract have been satisfied fully with the exception of all outstanding litigation. Copies can then be destroyed. The Service Alberta Records Centre retains the master copy for an additional 8 years. Electronic copies will be stored on CMAS for 10 years subject to the requirements described above.

The subject content of each contract is specific to the program needs and may contain long term rights and obligations that extend far beyond the financial termination date. For example, if a contract involves the assignment or transfer of commercial rights, copyright, intellectual property rights or moral rights in a product that generated as a result of a contract, then the contract is retained until the operational rights and obligations have been satisfied.

4. Right to Request Correction of Personal Information

Current AE&I practice is for the contractor to notify the Contract Administrator or Contract Manager, where different, to request correction of personal information.

5. Protection of Personal Information

Responsibility for the protection of personal information is a shared responsibility of AE&I, Service Alberta, the AE&I business area sponsor and AE&I employees.

5.1 Service Alberta

Service Alberta is responsible for the day-to-day operations of Data Centre servers including system operations, data base support, system data back-up, tape library management, data archiving and Help Desk services. These services are detailed in a service level agreement between AE&I and Service Alberta.

Security Services provided by Service Alberta include:

- Ensure security is maintained to Government of Alberta policies, procedures and legislation.
- Ensure security is maintained when introducing changes.
- Set up and administer access rights, privileges and security (both logical and physical) for any associated routers, firewalls and networks.
- Monitor for security vulnerabilities.
- Ensure database services are compliant to government support standards.

5.2 Employment and Immigration Responsibility

The Information Management and Application Support Branch (IMAS) within AE&I works with Service Alberta on the information technology infrastructure security that supports CMAS. Database security and other system controls that secure the application, data and access points are based on the detailed requirements that were developed with the business users.

CMAS is secured by appropriate passwords and authentication built into the application and network infrastructure. Users must have a Government of Alberta user name and password to logon to the government network that supports CMAS. An active logon user name and Active Directory Services (ADS) password are required to logon to CMAS.

5.3 Financial Management Responsibility

Financial Management, AE&I is responsible for the application security role; i.e. controlling user permissions and the access privilege process, monitoring system usage, training and orienting system users, and dealing with security breaches. This role is assigned to a Master System Administrator in Financial Management.

The application security role is led by the Master System Administrator (see section 3 in Chapter 2, *Contract Management Administration System Users*). The Master System Administrator can request access audit reports.

“View” access is based on the user’s role as described in Section 3 in Chapter 2. See *Figure 6* for the user access matrix.

5.4 Staff Responsibility

Users must recognize that because personal information is handled by CMAS:

- They must be aware of the requirements for protecting personal information.
- Appropriate use of personal information means information must only be accessed for “need to know” purposes.
- They must be aware of the relevant policies regarding breaches of security or confidentiality.

6. Use of Personal Information

Personal information is used to support three general contract management needs: to define a legal relationship; to administer the contract; and, to monitor contractor performance. User access to CMAS is based on current contract management roles and responsibilities (see section 3, Chapter 2, *Contract Management Administration System Users*).

7. Disclosure of Personal Information

There are no routine disclosures of personal information.

The access provisions of the *Act* do not provide complete confidentiality of the contractor submission documentation. Section 17(2) (f) establishes that the release of *financial and other details* about the supply of goods and services to a public body is not an unreasonable invasion of privacy, even when such details may be personal information. The rationale is that the public is entitled to know from whom and for what amount such services were purchased. This is an important part of public accountability. Release of personal information under s17(2)(f) is balanced by s16(1) which prohibits the release of information which, if disclosed, would reveal certain types of third party information supplied in confidence, and could also result in one or more specified harms to third party business interests.

8. Disclosure for Research or Statistical Purposes

Personal information is not disclosed for research or statistical purposes. Any disclosures would be limited to aggregate, anonymous, or non-identifying information. All such requests for information for research or statistical purposes must be approved by the Assistant Deputy Minister responsible for the business area that manages the information.

The department's Evaluation and Analysis Advisory Committee reviews requests to the department from external researchers to undertake evaluation using department information or resources and makes recommendations to the respective Assistant Deputy Minister(s).

Chapter 4: Potential Privacy Impacts

1. Potential Privacy Impacts

Potential privacy impacts were addressed during the initial project development in 2001/2002, and reviewed during the course of this Privacy Impact Assessment.

This assessment found no potential privacy concerns from the upgrade.

Access to CMAS is based on the organizational unit and the user's contract management role. Regions or branches will be restricted to contracts within their business area, and cannot view another area's contracts. This is done by a financial coding structure that identifies locations (department ID codes). User access to personal information is limited by that user's role with a particular contract. Depending on the assigned role, a user may have access to the system but not to contracts. See section 3 in Chapter 3 for a description of system users and their access to personal information.

Access to CMAS is limited and no personal information is released to the competitor of a contract. External parties cannot access the system. Only authorized AE&I staff can access CMAS. AE&I employees are bound by a Provincial Code of Ethics and Confidentiality as part of employment with the Government of Alberta.

Contract Services Coordinators have had training on the legal concepts of proprietary information.

The access provisions of the *Freedom of Information and Protection of Privacy Act*, do not provide complete confidentiality of contractor submission documentation. Section 17(2) (f) establishes that the release of *financial and other details* about the supply of goods and services to a public body is not an unreasonable invasion of privacy, even when such details may be personal information. The rationale is that the public is entitled to know from whom and for what amount such services were purchased. This is an important part of public accountability. Release of personal information under s17(2)(f) is balanced by s16(1) which prohibits the release of information which, if disclosed, would reveal certain types of third party information supplied in confidence, and could also result in one or more specified harms to third party business interests.

2. Conclusion

With this upgrade CMAS will not collect any additional personal information than is currently collected for contract management. Personal information is used to support three general contract management needs: to define a legal relationship; to administer the contract; and to monitor contractor performance. User access to the system is based on current contract management roles and responsibilities following a “need to know” approach.

The department has reviewed the changes being introduced from the upgrade, and is comfortable that the privacy and security safeguards in place will protect the personal information involved.

APPENDIX 1 CMAS V.5 drawing (drawing not available for internet viewing)

APPENDIX 2 Contract Management Related Legislation

Appendix 2: Contract Management Related Legislation

1. Employment and Immigration Legislation

The *Financial Administration Act* governs how the Province's finances are managed. Sections of this Act govern the Expenditure Officer and Accounting Officer contract management-related activities.

The *Government Organization Act* sets forth the Province's authority to enter into inter-governmental agreements, such as the Labour Market Development Agreement (LMDA) between the Government of Canada and the Government of Alberta. The *Act* also allows the Minister to delegate certain authorities, such as the authority to enter into contracts or administer grants, to designated representatives.

The *Freedom of Information and Protection of Privacy Act (Act)* governs the dissemination of information about government and individual citizens. In this *Act*, the individual's right to free access to information about the government and its decisions is balanced with the individual's right to privacy. The *Act* applies to both Alberta Employment, and Immigration's contract management activities for Program contracts, and to the contractor's client-record maintenance activities, where applicable.

The *Workers' Compensation Act* deals with the provision of benefits to individuals who have been injured on the job.

The *Occupational Health and Safety Act* regulates the safety-related conditions and procedures in the workplace.

The *Human Rights, Citizenship and Multiculturalism Act* sets forth the principles of non-discrimination in regard to goods, services, accommodation, or facilities.

The *Employment and Training Benefits for Persons with Disabilities Act*, a joint federal and provincial piece of legislation governs certain aspects of support and training assistance for persons with disabilities.

The *Dependent Adults Act* governs the assumption of the role of Private Guardian on behalf of incapacitated adults.

The *Students Financial Assistance Act* and its associated Regulations governs the provision of services to persons undertaking post-secondary education and/or training programs.

Copies of these documents may be found on the Alberta Government Internet site at <http://www.qp.gov.ab.ca/>

2. Federal Legislation

The *Access to Information Act* regulates the dissemination of information about the Federal Government. Its purpose is to ensure that citizens have fair access to the Government's activities and decisions.

The *Privacy Act* regulates the dissemination of information that is collected by the Government in the course of its lawful activities. Its purpose is to ensure that the privacy of citizens is not invaded.

The *Employment Insurance Act* regulates the provision of services by the Federal Government to unemployed Canadians who meet the eligibility criteria set forth in the *Act*.

The *Copyright Act* sets forth the criteria for, and rights associated with, ownership of intellectual property (e.g., books, manuals, music, software program source code).

3. Agreement on Internal Trade

Employment and Immigration, along with other provincial, federal, and territorial governments, is a signatory to the Agreement on Internal Trade. This agreement regulates public-sector acquisition of goods and services from service providers across Canada. The Agreement on Internal Trade specifies that, with some exceptions, service providers in the provinces should have equal access and opportunity to compete for public sector services contracts that are worth \$75,000 or more.

4. Trade, Investment and Labour Mobility Agreement

The Trade, Investment and Labour Mobility Agreement (TILMA) is a partnership between the Government of British Columbia and the Government of Alberta.

TILMA will:

- reduce or eliminate barriers to trade, investment and your ability to work in both provinces;
- increase opportunities to work;
- make it easier to find workers or attract investment capital;
- reduce costs on the goods and services you use every day; and
- benefit all residents of Alberta and British Columbia.