**CITY OF WILLIAMS LAKE**

**OPERATIONAL POLICY**

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| REVISED: | 05/01/2023; 01/31/2023; |
| ISSUED: | 05/05/2021 |
| AUTHORIZED BY: | CORPORATE OFFICER/FOIPPA HEAD |
| TITLE: | **Privacy Management Policy** |

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## Purpose

The purpose of this Policy is to provide operational guidance to staff on how to use, disclose and protect personal information as required by the *Freedom of Information and Protection of Privacy Act* (the *Act)*.

## Scope

This policy applies to personal information that the City collects, uses or discloses in any form (including verbal, electronic or written personal information).

## Policy

### Collection of Personal Information

1. The City can collect personal information only as permitted under the Freedom of Information and Protection of Privacy Act including:
    - **a.** where collection is authorized under a statute, such as the Community Charter (British Columbia) and the Local Government Act (British Columbia), or is authorized under City bylaws;
    - **b.** for the purposes of the City's activities, services and programs;
    - **c.** for the purposes of planning or evaluating the City's activities, services and programs;
    - **d.** for law enforcement purposes, including enforcing the City's bylaws; and
    - **e.** at presentations, ceremonies, performances, sports events, or similar events, that are open to the public and where individuals voluntarily appear, such as public meetings and public hearings.
    - **f.** for law enforcement purposes (including a court proceeding)
    - **g.** to collect a debt or fine from an individual, or to make a payment to an individual;
    - **h.** where personal information is necessary for the City to deliver, or evaluate, a common or integrated program or activity;

**i.** where personal information is necessary to establish, manage or terminate an employment relationship;

**j.** if personal information may be disclosed to the City under Part 3 of the Act; or

**k.** where personal information is required for the purpose of determining an individual's suitability for an honour or award.

**Use and Disclosure of Personal Information**

**2.** The Corporate Officer is designated as the Privacy Contact for the City, as required under the Act, and has overall responsibility for developing and managing the privacy program for the City.

**3.** Staff will use and disclose personal information only for the purpose we collected, and as authorized by the *Act*.

**4.** Notwithstanding section 2, Staff may also use or disclose personal information for an alternate purpose if the individual has provided written approval for the information to be used for the new purpose.

**5.** Staff may use personal information for a purpose for which it can be disclosed to the City under Part 3 of the *Act*.

**6.** All forms or surveys (both electronic and paper) collecting personal information must include a statement (as outlined in Attachment A) that identifies the purpose and authority of the collection of information, contact information for the staff position responsible for the program or service.

**Accuracy of Personal Information**

**7.** Staff must ensure that every reasonable effort is made to ensure the personal information used by the City is accurate and complete.

**8.** If an individual wishes to correct their personal information they can do so by providing a written request to the City.

**a.** If the staff do not believe the information should be changed, a written response to the requester must be provided noting why the requested correction was denied.

**Access to Personal Information**

**9.** An individual may request a copy of their personal information that is in the City's custody or control by contacting the Corporate Services Department.

**a.** Staff requesting copies of their own employee personal information must do so through the Human Resources Department.

**10.** If staff believe a request may involve someone else's personal information, or information protected under the Act, staff should consult with the Corporate Officer to confirm is a formal request under the Act for access to records is required.

**11.** Before disclosing personal information, staff must verify the identity of the requester or be provided authorization from the individual that they authorize their information may be released to a specified third party.

**Retention and Disposal of Personal Information**

**12.** Reasonable security arrangement must be established and maintained to protect personal information against unauthorized access, collection, use, disclosure or disposal.

**13.** All staff should practice good privacy protection by:

- **a.** Using strong passwords on their desktop/laptop computers,
- **b.** Locking computers when away from workstations or desk,
- **c.** Using locks on cabinets that are accessible to the public,
- **d.** Being cognizant of what is on a computer monitor, desk and in public view,
- **e.** Not leaving completed application forms and other records containing personal information in high traffic or public areas, and
- **f.** Shredding confidential/personal information rather than simply recycling it.

**14.** The City is required to retain personal information for one year if that information was used as a basis for a decision directly affecting the individual to allow the affect individual a reasonable opportunity to obtain access to that personal information. After one year, the information must be disposed of in accordance with the records retention/disposition schedule.

**Mandatory Staff Training:**

**15.** All City employees will receive a copy of this policy and training on the *Act* and privacy generally as appropriate to their work function.

**16.** All employees must be provided with, and return a signed copy of, the Employee Privacy Protection and Confidentiality Agreement included as Attachment B of this Policy.

**17.** City employees may receive additional training in the following circumstances:

- **a.** Employees that are expected to handle personal information as part of their duties will receive general training on the *Act* and its requirements (through means such as the Province's FOIPPA Foundations Course).
- **b.** Employees handling what is considered high-risk or sensitive personal information electronically receive training related to information systems and their security;
- **c.** Employees managing programs or activities receive training related to privacy impact assessments; and
- **d.** Employees managing common or integrated programs or activities receive training related to information sharing agreements.

**Privacy Impact Assessments (PIAs)**

**18.** Privacy Impact Assessments (PIAs) are conducted to determine if a proposed system, project, program or activity meets or will meet the requirements of Part 3 of FIPPA. PIAs will be undertaken for any new system project, program or activity involving personal information and for any new collection, use or disclosure of personal information.

**19.** A PIA will also be conducted for common or integrated programs or activities and data-linking initiatives, as well as when significant modifications are made to existing systems, projects programs or activities.

**20.** In addition to the requirements of sections 18 and 19, the Corporate Officer may require a department to conduct a PIA for an existing program if they deem that substantial risk exists.

**21.** The department that is responsible for, or sponsors, a new program, project, or business process is required to complete a PIA with the assistance of the Corporate Officer or designate.

**22.** The Information Technology team is required to review/comment on all PIAs regarding City systems.

**23.** Privacy Impact Assessments must be reviewed and signed by the appropriate Department Head, the Corporate Officer and, if the project involves IT, the Manager of Information Technology or designate.

**Third Party Information Use**

**24.** If the personal information is provided to a third-party service provider (such as an IT contractor or collections agent) staff will make reasonable efforts to impose contractual protections on the service provider. Those protections will vary according to the nature and sensitivity of the personal information involved, and must require service providers to not use or disclose personal information other than for the purpose of performing services for the City.

**25.** Where possible, the schedule included in Attachment C, must be included in City agreements with third-parties that will be handling (or could reasonably be expected to be handling) personal information provided by the City, or collecting personal information on behalf of the City.

**26.** Project managers will be responsible to make third parties aware of their responsibilities in handling personal information provided by the City.

**Privacy Complaints and Breaches**

**27.** All complaints regarding a privacy related matter must be forwarded to the Corporate Officer in writing.

**28.** Employees will immediately report actual or suspected breaches to a supervisor and the privacy contact person so that the alleged breach can be confirmed and dealt with.

**29.** Staff must determine the level of harm and the need for breach notification will be made in accordance with the Freedom of Information and Protection of Privacy Regulation, by filling out the form included as Attachment D.

**30.** If applicable, staff must notify affected individuals and the Information and Privacy Commissioner as required under Section 36.3 of the *Act*.

## Annual Review

**31.** This policy must be reviewed before February 1st on an annual basis and be updated as required.

The following blurb must be included wherever personal information is collected in writing:

> The collection of personal information is authorized under section 26 (__) [*contact the Corporate Officer for assistance to determine the relevant subsection]* of the Freedom of Information and Protection of Privacy Act (FIPPA) and ___ [*include any other legislation that permits the collection of information]*.
>
> This information will only be used for the following purpose(s): _____ *[describe all the ways the information will be used]*. Questions about the collection of this information can be directed to: Corporate Officer, 450 Mart Street, BC V2G 1N3 250-392-1773, corporateservices@williamslake.ca.

Points to consider

- The explanation on what the collected information is being used for must as clear as possible and include all uses. Uses outside of the stated purpose are not permitted.
- Typically, the authority in section 26(c) of the *Act* (the information relates directly to and is necessary for operating a program or activity of the public body), is appropriate for most of the City's information collection.
- If personal information is collected verbally, make sure to state that the information will be protected and only used for XXX purpose.
- Consult with the Corporate Officer if a deviation from the above blurb is desired.

# PRIVACY PROTECTION AND CONFIDENTIALITY EMPLOYEE AGREEMENT

The City of Williams Lake (the "City") is committed to the security, confidentiality and management of records in its custody and/or control (including records containing personal information). These terms and conditions document the required, ongoing compliance of City employees regarding provincial, legislative and regulatory obligations.

## Terms and Conditions

**1.** I have been provided a copy of the City's Privacy Management Policy to review and understand my responsibilities under this Policy.

**2.** While employed by the City, I will abide by all provisions of the *Freedom of Information and Protection of Privacy Act* (FIPPA) including appropriate use, disclosure, access, and security of personal and confidential information.

**3.** I recognize that I am responsible for the protection and security of information and records in my custody to prevent unauthorized access, modification, use, disclosure, theft, or disposal of such records. I will not share, show, or discuss such records, or personal or confidential information, except as appropriate and required in order to perform my operational duties for the City or as required by FIPPA and/or City policies.

**4.** I acknowledge that records created, maintained and used during the course of employment to meet the City's administrative and operational objectives remain the property of the City and will be retained and disposed of per approved retention and disposition schedules.

**5.** At all times, I will be accountable and responsible for records in my possession which I recognize are the exclusive and confidential property of the City, and I will not take confidential records away from the worksite without permission from my supervisor.

**6.** Within 24 hours of termination of employment, all records in the custody and/or control of employees must be returned to the City.

**7.** I understand that if I have any questions or concerns related to privacy or confidentiality, I can seek guidance from my supervisor or the Corporate Officer at any time.

All standards, guidelines, procedures, and protocols related to these terms and conditions are documented and reflected in the City's Privacy Management Policy.

I have read and agree to the above terms and conditions:

_____
Print Name

_____ _____
Employee Signature Date

Schedule ____: Contractor Protection of Personal Information

## Definitions

**1.** In this Schedule,

(a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;

(b) "**City**" means the City of Williams Lake;

(c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement;

(e) "**privacy course**" means the City's online privacy and information sharing training course or another course approved by the City; and

(f) "**public body**" means "public body" as defined in the Act;

(g) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

(h) "**service provider**" means a person retained under a contract to perform services for a public body; and

(i) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

## Purpose

**2.** The purpose of this Schedule is to:

(a) enable the City to comply with the City's statutory obligations under the Act with respect to personal information; and

(b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

## Acknowledgements

**3.** The Contractor acknowledges and agrees that

(a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

(b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the City; and

(c) unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

## Collection of Personal Information

**4.** Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

**5.** The Contractor must collect personal information directly from the individual the information is about unless:

(a) the City provides personal information to the Contractor;
(b) the Agreement otherwise specifies; or
(c) the City otherwise directs in writing.

**6.** Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a) the purpose for collecting it;
(b) the legal authority for collecting it; and
(c) the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

## Privacy Training

**7.** The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

**8.** The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

## Accuracy of Personal Information

**9.** The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the City to make a decision that directly affects the individual the information is about.

## Requests for Access to Information

**10.** If the Contractor receives a request for access to information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access. If the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

## Correction of Personal Information

**11.** Within 5 Business Days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

**12.** When issuing a written direction under section 11, the City must advise the Contractor of the date the correction request was received by the City in order that the Contractor may comply with section 13.

**13.** Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the City, the Contractor disclosed the information being corrected or annotated.

**14.** If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

## Protection of Personal Information

**15.** Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

## Storage of and Access to Personal Information

**16.** The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.

**17.** The Contractor must not change the location where personal information is stored without receiving prior authorization of the City in writing.

**18.** Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the City upon request.

**Retention of Personal Information**

**19.** Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the City in writing to dispose of it or deliver it as specified in the direction.

**Use of Personal Information**

**20.** Unless the City otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

**Metadata**

**21.** Where the Contractor has or generates metadata as a result of services provided to the City, where that metadata is personal information, the Contractor will:

(a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

(b) remove or destroy individual identifiers, if practicable.

**Disclosure of Personal Information**

**22.** Unless the City otherwise directs in writing, the Contractor may only disclose personal information to any person other than the City if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

**23.** If in relation to personal information, the Contractor:

(a) receives a third-party request for disclosure;

(b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

(c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

the Contractor must immediately notify the City.

**Notice of Unauthorized Disclosure**

**24.** In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the City.

**Compliance with the Act and Directions**

**25.** The Contractor must in relation to personal information comply with:
(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
(b) any direction given by the City under this Schedule.

**26.** The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

**27.** The Contractor will provide the City with such information as may be reasonably requested by the City to assist the City in confirming the Contractor's compliance with this Schedule.

**Notice of Non-Compliance**

**28.** If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

**Termination of Agreement**

**29.** In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

**Interpretation**

**30.** In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

**31.** Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

**32.** The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

**33.** If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under

the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

**34.** The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

**35.** Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

# City of Williams Lake
# Privacy Breach Report

**FILE: YYYY-###**

| | |
|---|---|
| Date of Report: | |
| Department: | |
| Main Contact: | |
| Position: | |
| Phone: | |
| E-Mail: | |

| **1. Incident Description** | |
|---|---|
| **Date and time of breach:** | |
| **Location of incident:** | |
| **Date that breach was discovered:** | |
| **Description of breach:** | |
| **Type of personal information ("PI") compromised:** (e.g. name, address, SIN, financial, medical; *do not include identifiable personal information*) | |
| **Estimated number of individuals affected:** | |
| **Type of individuals affected:** | ☐ Employees ☐ Customers/Citizens<br>☐ Businesses ☐ Children/Youth<br>☐ Other (specify): |

| | |
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| **Immediate steps taken to contain the breach:**<br>*(e.g. locks changed, computer access codes changed, records moved/secured, etc.)* | |
| **2. Safeguards** | |
| **Describe physical security measures taken to protect PI:**<br>(e.g. location, locks, alarm systems, etc.) | |
| **Describe technical security measures in place to protect PI:**<br>(e.g. encryption, passwords, etc.) | |
| **Describe other measures in place to protect PI**<br>(e.g. policies, role-based access, training, contractual provisions, etc.) | |
| **3. Harm from Breach** | |
| **Identify the type of harm(s) that may result from the breach:** | ☐ **Identity theft**<br>*(most likely when the breach includes loss of SIN, credit card numbers, driver's licence numbers, personal health numbers, debit card numbers with password information and any other information that can be used to commit financial fraud)*<br>☐ **Risk of physical harm**<br>*(when the loss of information places any individual at risk of physical harm, stalking or harassment)*<br>☐ **Hurt, humiliation, damage to reputation**<br>(associated with the loss of information such as mental health records, medical records, disciplinary records)<br>☐ **Loss of business or employment opportunities**<br>*(usually as a result of damage to reputation to an individual)*<br>☐ **Breach of contractual obligations**<br>*(contractual provisions may require notification of third parties in the* |

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| | *case of a data loss or privacy breach)*<br><br>☐ **Future breaches due to similar technical failures**<br>*(notification to the manufacturer may be necessary if a recall is warranted and/or to prevent a future breach by other users)*<br><br>☐ **Failure to meet professional standards or certification standards**<br>*(notification may be required to professional regulatory body or certification authority)*<br><br>☐ **Other (specify):** |
| **4. Notification** | |
| **Has the Privacy Officer been notified?** | ☐ Yes<br><br>☐ No |
| If Yes, who was notified and when? | |
| If No, who will be notified and when? | |
| **Have the police or other authorities been notified?**<br>*(e.g. professional bodies or persons required under contract)* | ☐ Yes<br><br>☐ No<br><br>Explain: |
| **Based on the harms identified in section 3, do the affected individuals need to be notified?** | ☐ No<br><br>Explain:<br><br>☐ Yes<br><br>Manner and date of notification: |
| **Confirm inclusion of the following information in the notification:**<br><br>**attach copy of the notification to this report, if applicable* | ☐ *n/a (notice was not given)*<br><br>☐ Date of the breach<br><br>☐ Description of the breach<br><br>☐ Description of the information inappropriately accessed, collected, used or disclosed |

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| | ☐ Steps taken so far to control or reduce the harm<br>☐ Future steps planned to prevent further privacy breaches<br>☐ Steps the individual can take to reduce the harm<br>☐ Privacy Commissioner contact information and their right to complain<br>☐ Organization contact information for further assistance |
| **Consider (and check off) the following factors to determine if the Office of the Information and Privacy Commissioner needs to be notified of the breach:** | ☐ The personal information involved is sensitive<br>☐ There is a risk of identity theft or other harm including pain and suffering or loss of reputation<br>☐ A large number of people are affected by the breach The information has not been fully recovered<br>☐ The breach is the result of a systemic problem or a similar breach has occurred before<br>☐ Your organization or public body requires assistance in responding to the privacy breach<br>☐ You want to ensure that the steps taken comply with the organization's or public body's obligations under privacy legislation |
| **Will the OIPC be given notice?**<br>**If yes, please attach copy of notification to this report* | ☐ Yes<br>☐ No |
| **5. Prevention** | |
| **Describe the long-term strategies that will be implemented to correct the situation and ensure future breaches like this do not occur:**<br>*(e.g. staff training, policy development, privacy and security audit, contractor supervision strategies, improved technical security* | |

| | |
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| *architecture, improved physical security):* | |
| **Privacy Officer comments:** | |

Attachments:

A –

B –

| **Department Review/Approval:** | **Privacy Officer Review/Approval** |
|---|---|
| Signature | Signature |
| Full Name | Full Name |
| Date | Date |