

Privacy Impact Assessment

Practice Perfect Software – AET Clinic

Form adapted by UNBC from the BC Government
template for Non-Ministry Public Bodies. June 2014;
adapted from UNBC form October 2015.

PIA# _____ (Privacy Officer to complete)

Why do I need to do a PIA?

Section 69(5.3) of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) requires the head of a public body to conduct a privacy impact assessment (PIA) in accordance with the directions of the minister responsible for FOIPPA. Public bodies should contact the Privacy Officer to determine internal policies for review and sign-off of the PIA. If you have any questions about this PIA template or FOIPPA generally, please contact Shelley McKenzie (Privacy Officer) at shelley.mckenzie@unbc.ca or (250) 960-6310 or visit <http://www.unbc.ca/foippa>.

What if my initiative does not include personal information?

Public bodies still need to complete Part 1 of the PIA and submit it along with the signatures pages to their privacy office(r) even if it is thought that no personal information is involved. This ensures that the initiative has been accurately assessed.

Part 1 – General

Name of Department:	Athletic & Exercise Therapy Clinic; Centre for Sports and Exercise Education; Camosun College		
PIA Drafter:	Laura-Lea Berna, Chief Information Officer		
Email:	bernal@camosun.ca	Phone:	250-370-3293
Program Manager:	Jessie Wyllie AET Clinic		
Email:	wylliej@camosun.ca	Phone:	250-220-7606

In the following questions, delete the descriptive text and replace it with your own.

1. Description of the Initiative

The Athletic and Exercise Therapy (AET) Clinic is an extension of the Centre for Sports & Exercise Education, offering both a state of the art applied learning environment for Camosun students, and exemplary services to its clientele. The clinic is open to Camosun students, employees and the general public.

The AET Clinic currently offers fee-per-service appointments including, immediate care, reconditioning of musculoskeletal injuries, and health assessment associated with the prevention and management of chronic disease.

Services include:



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Athletic Therapy

Initial assessments and follow-up visits, regarding both musculoskeletal injuries and conditions. This service uses contemporary rehabilitative techniques in preparing the individual for safe reintegration into an active lifestyle and fosters an attitude of positive health.

Exercise Therapy

Focuses on fitness and health risk factors associated with onset and management of chronic disease, and with sustainability and/or recovery of functional independence.

Stabilizing Orthotics

Assessment, provision and fitting of stabilizing orthotics, including Dynamic, Static and Postural Scans.

The AET Clinic will be implementing an electronic medical records (EMR) software management program, Practice Perfect EMR + Management Software (Practice Perfect). The implementation of this industry-recognized EMR will enable AET to move away from paper-based medical files. In addition to improved office administration and doctor/therapist efficiencies, Practice Perfect will improve scheduling (client appointments, reminders and "no shows"), tracking of client history, and account payable administration. Client accounts will be updated periodically (based on doctor/therapist/client determination and interaction) with treatment plans, treatments received and additional medical history as it becomes available (i.e. x-rays, MRI results, prescriptions, etc.).

Paper mechanisms will still be utilized in the Clinic. Personal client information collected on paper (Confidential Intake Form) will be entered into Practice Perfect. The Intake Form will be kept in a physical file based system in adherence to Camosun College's Records Management Policy: <http://camosun.ca/about/policies/operations/o-6-information-management/o-6.2.pdf>. An example of the Confidential Intake Form is attached.

At times, with client approval, information will be printed/collected from Practice Perfect to satisfy requests from lawyers, ICBC, WCB, etc. as a result of a claim, and claim related activities (i.e. treatment schedules). Once collected from Practice Perfect, information is sent in a secure fashion to the requesting authority (for example, by courier).

Client information is not sent electronically from the Practice Perfect system. There is no direct billing, and thus no connection to third party benefit providers. Clients are issued a paper receipt for submission to their third party benefit provider.

The Practice Perfect software resides on a virtual server maintained in the Camosun College datacentre. All client data is stored on the server. The only access allowed to the Practice Perfect software and data is to



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role specified Systems and Network Administrators at Camosun College and the AET Clinic staff (an Office Administrator, a Therapist and a Doctor).

2. Scope of this PIA

The Practice Perfect software is licensed for one virtual server and three concurrent workstations. The software is licensed on an annual basis.

Section 15(1)(I)

The end point user devices remain in the AET Clinic located at the Pacific Institute for Sport Excellence (PISE). Physical access to the AET Clinic is described in Part 3.

There is no end user remote access to the Practice Perfect software. **Section 15(1)(I)**

As per the Practice Perfect Terms & Conditions (see Appendix B for full Terms & Conditions), in the event of a software issue, the Licensor will be provided access to the software under the direction and observation of Camosun College ITS, following the prescribed Security Policies for allowing third party vendor access (please see Appendix A). The Licensor is also contractually bound under Practice Perfect Terms & Conditions: Section 8. Confidentiality, 8.2 “During the term of the Agreement and at all times thereafter Licensor will observe the confidentiality of any of Licensee’s confidential information of which it may become aware and which is marked by the Licensee as “Confidential” and will not be disclose the same directly or indirectly to any unconnected third party or use the

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same except as may be required by law or order of a body of competent jurisdiction, without Licensee’s prior written approval.”

Electronic data is not transmitted to any user outside of the Camosun network (as described above). There are no direct billing connections. If client specific information is required, it is compiled on a one-off basis on request of a claims practitioner (i.e. lawyer, ICBC, WCB) upon the approval of the client. Requests, approvals and the information sent, is kept as part of the client’s paper file and becomes part of the physical file.

3. Related Privacy Impact Assessments

There are no other known related PIAs.

4. All Elements of Information or Data

Client information is collected on the paper Confidential Intake Form and then manually entered by the AET Clinic Administrator into the Practice Perfect system. This information includes:

- Client status – either “Student” or “Camosun Employee”, if applicable
- Client name (last and first)
- Address
- Telephone number – home, work or cell
- Email
- Birth date
- Occupation
- Sport
- Referred by
- Name of medical doctor
- Health History: Yes or No answers to current/previous health concerns for:
 - Dizziness
 - Heart trouble
 - Chest pain brought upon by activity
 - Diabetes
 - Arthritis
 - Asthma
 - Cancer
 - Numbness and/or tingling
 - High blood pressure
 - Any past surgeries – describe and date
 - Past injuries or medical conditions that may be affected by exercise – describe



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In addition to the intake data, prognosis, treatment and medical information is collected and entered as necessary with regards to the treatment of the clinic. Determination and entry of this data is conducted by the doctor and therapist.

If personal information is involved in your initiative, please continue to the next page to complete your PIA.

If no personal information is involved, please submit Parts 1, 6, and 7 to your privacy office(r). They will guide you through the completion of your PIA.

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Part 2 – Protection of Personal Information

In the following questions, delete the descriptive text and replace it with your own.

5. Storage or Access outside Canada

The data entered and collected in the Practice Perfect software will not be accessible or stored outside of Canada. The server is housed in the Camosun College datacentre located in Victoria, BC at the Lansdowne campus and workstations connected to the Practice Perfect installation are located at the AET Clinic in the PISE building at the Interurban Campus.

6. Data-linking Initiative*

In FOIPPA, "data linking" and "data-linking initiative" are strictly defined. Answer the following questions to determine whether your initiative qualifies as a "data-linking initiative" under the Act. If you answer "yes" to all 3 questions, your initiative may be a data linking initiative and you must comply with specific requirements under the Act related to data-linking initiatives.

1. Personal information from one database is linked or combined with personal information from another database;	No
2. The purpose for the linkage is different from those for which the personal information in each database was originally obtained or compiled;	No
3. The data linking is occurring between either (1) two or more public bodies or (2) one or more public bodies and one or more agencies.	No
If you have answered "yes" to all three questions, please contact the Privacy Officer to discuss the requirements of a data-linking initiative.	

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7. Common or Integrated Program or Activity*

In FOIPPA, “common or integrated program or activity” is strictly defined. Answer the following questions to determine whether your initiative qualifies as “a common or integrated program or activity” under the Act. If you answer “yes” to all 3 of these questions, you must comply with requirements under the Act for common or integrated programs and activities.

1. This initiative involves a program or activity that provides a service (or services);	Yes
2. Those services are provided through: (a) a public body and at least one other public body or agency working collaboratively to provide that service; or (b) one public body working on behalf of one or more other public bodies or agencies;	No
3. The common or integrated program/activity is confirmed by written documentation that meets the requirements set out in the FOIPP regulation.	No
Please check this box if this program involves a common or integrated program or activity based on your answers to the three questions above.	

*** Please note: If your initiative involves a “data-linking initiative” or a “common or integrated program or activity”, advanced notification and consultation on this PIA must take place with the Office of the Information and Privacy Commissioner (OIPC) as well. Contact the Privacy Officer to determine how to proceed with this notification and consultation in the early stages of developing the initiative, program or activity.**

8. Personal Information Flow Diagram and/or Personal Information Flow Table

Personal Information Flow Table			
	Description/Purpose	Type	FOIPPA Authority
1.	Client completes paper Confidential Intake Form at initial appointment	Collection	26(c), (d)
2.	AET Clinic Office Administrator enters client information into Practice Perfect, creating the client’s electronic file	Collection	26 (c), (d)

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3.	AET Clinic doctor/therapist enters prognosis, treatment, medical/sports history information upon interaction with the client	Disclosure & Use	32 (a), 33.2 (a) and 33.2 (c)
4.	Client data remains in the secure Camosun College network; stored and accessible at the Camosun College datacentre; client data is accessible through end user devices accessible by Active Directory and Practice Perfect credentials and authorization	Disclosure & Use	32 (a), 33.2 (a) and 33.2 (c)
5	Client data may be requested, compiled and provided to a claims practitioner (i.e. lawyer, ICBC, WCB), on a one-off basis, upon the approval of the client.	Disclosure & Use	32 (a) and 33.1 (6)

9. Risk Mitigation Table

Please identify any privacy risks associated with the initiative and the mitigation strategies that will be implemented. Please provide details of all such strategies. Also, please identify the likelihood (low, medium, or high) of this risk happening and the degree of impact it would have on individuals if it occurred.

Risk Mitigation Table				
	Risk	Mitigation Strategy	Likelihood	Impact
1.	Employees could access personal information and use or disclose it for personal purposes	Camosun College Standards of Conduct policy; Camosun College Freedom of Information and Protection of Privacy policy, contractual terms, professional standards	Low	High
2.	Request may not actually be from client (i.e. their email address may be compromised)	Signed requests from client required to access client information outside of use by AET Clinic staff	Low	High
3.	Client's personal information is compromised in the Camosun internal network	Role based authentication limits access; no remote access of data; logging of access; firewall and other security measures in place protecting data centre access	Low	High



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10. Collection Notice

If your initiative is collecting personal information directly from individuals you must ensure that all individuals involved are told the following:

- 1. The purpose for which the information is being collected*
- 2. The legal authority for collecting it, and*
- 3. The title, business address and business telephone number of an officer or employee who can answer questions about the collection.*

Please include your proposed wording for a collection & consent notice and where it will be located for individuals to read before collection takes place. You can also attach a screen shot or a copy of your form where the collection notice would be located.

Informed consent forms part of the Confidential Intake Form completed and signed by every AET Clinic client as follows (Confidential Intake Form – see Appendix C):

POLICIES AND INFORMED CONSENT

The fee for an initial assessment is \$50.00. Athletic Therapy is not covered by MSP or WCB, please check with your personal insurance for coverage.

The fee for missed appointments, or cancellations without 12 hours notice will be \$15.00. The fee will be due upon the following visit.

I understand that the Camosun Athletic and Exercise Therapy Clinic is a teaching facility and therefore students may be present during appointments to observe and/or assist the therapist. I understand that the information collected on this intake form and as part of my session constitutes personal information and that Camosun College is bound by the Freedom of Information and Protection of Privacy Act. As such, Camosun College will take every precaution to safe guard my information. I can correct and update my personal information at any time by contacting the Athletic and Exercise Therapy Clinic

I hereby consent to Athletic Therapy treatments including the use of exercise prescription, electrical modalities and manual therapy techniques.

I understand that there may be some discomfort from the rehabilitation depending on the injury and I agree to inform the therapist should any additional symptoms occur. I understand that all exercise programs place a workload on the body to promote improvement and at the same time



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present the risk of negative body response to that exercise. I understand that the therapist will do their best care to properly progress, monitor and care for my injuries.

Print Name

Signature of Patient or Parent/ Guardian

Witness

Date

Part 3 – Security of Personal Information

If this PIA involves an information system, or if it is otherwise deemed necessary to do so, please consult with the Privacy Officer, CIO or IT Security Officer when filling out this section.

11. Please describe the physical security measures related to the initiative (if applicable).

Section 15(1)(I)

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Section 15(1)(I)

12. Please describe the technical security measures related to the initiative (if applicable).

Section 15(1)(I)

13. Does your department rely on any security policies? If so, indicate here:

As the Practice Perfect software is housed in the Camosun College Lansdowne datacentre, the Security Policies of the Information Technology Service department apply. This includes, user authentication, network and systems administration, firewall rules, password policies, and vendor access.

The Manager, Infrastructure & Software Services may be contacted at dixonb@camosun.ca for further details.

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14. Please describe any access controls and/or ways in which you will limit or restrict unauthorized changes (such as additions or deletions) to personal information.

As per our Security Policies (please see Appendix A), access to the data on the server is role based. Logging is used to track access.

Section 15(1)(I)

15. Please describe how you track who has access to the personal information.

Physical files are administrated by the Office Administrator at the front desk. Access to the Practice Perfect software, server and related data is logged by the system. Only authenticated users have access to the client data.

Part 4 – Accuracy/Correction/Retention of Personal Information

16. How is an individual's information updated or corrected? If information is not updated or corrected (for physical, procedural or other reasons) please explain how it will be annotated. If personal information will be disclosed to others, how will the public body notify them of the update, correction or annotation?

Best practices with regards to medical charting are followed at the AET Clinic. Items are sequentially noted, dated and signed by the doctor or therapist. If incorrect client data is encountered, or a client requests an updated to their data, changes can be made by the assigned Practice Perfect users (i.e. AET Clinic Office Administrator, therapist and/or doctor).

17. Does your initiative use personal information to make decisions that directly affect an individual(s)? If yes, please explain.

Yes. Personal information formulates the treatment plan provided to the client by the doctor or therapist.

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- 18. If you answered “yes” to question 17, please explain the efforts that will be made to ensure that the personal information is accurate and complete.**

All information is collected directly from the client, or requested, with client approval, from a medical authority.

- 19. If you answered “yes” to question 17, do you have a records retention and/or disposition schedule that will ensure that personal information is kept for at least one year after it is used in making a decision directly affecting an individual?**

The AET Clinic follows the Camosun College Records Management Policy and legal requirement to maintain client records for seven years.

Part 5 – Further Information

- 20. Does the initiative involve systematic disclosures of personal information? If yes, please explain.**

The initiative does not involve the systematic disclosure of personal information.

Please check this box if the related Information Sharing Agreement (ISA) is attached. If you require assistance completing an ISA, please contact the Privacy Officer.

- 21. Does the program involve access to personally identifiable information for research or statistical purposes? If yes, please explain.**

There is no access to personally identifiable information for research or statistical purposes.

Please check this box if the related Research Agreement (RA) is attached. If you require assistance completing an RA please contact the Privacy Officer.

- 22. Will a personal information bank (PIB) result from this initiative? If yes, please list the legislatively required descriptors listed in section 69 (6) of FOIPPA. Under this same section, this information is required to be published in a public directory.**

A personal information bank will result from this initiative.

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69 (6) The head of a public body that is not a ministry must make available for inspection and copying by the public a directory that lists the public body's personal information banks and includes the following information with respect to each personal information bank:

(a) its title and location;	Electronic Medical Records for Athletics & Exercise Clinic; Lansdowne data centre, Camosun College, Victoria, BC
(b) a description of the kind of personal information and the categories of individuals whose personal information is included;	Contact and medical information for clients utilizing the services of the AET Clinic; general public
(c) the authority for collecting the personal information;	Signed client consent
(d) the purposes for which the personal information was obtained or compiled and the purposes for which it is used or disclosed;	Client prognosis and treatment at the AET Clinic
(e) the categories of persons who use the personal information or to whom it is disclosed;	Practitioners, students and office administrative staff of the AET Clinic

Please ensure Parts 6 and 7 are attached to your submitted PIA.



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Part 6 – Privacy Officer Comments

*This PIA is based on a review of the material provided to the Privacy Officer as of the date below.
If, in future any substantive changes are made to the scope of this PIA, the public body will have to
complete a PIA Update and submit it to Privacy Officer.*

X Rachelle Dyer Digitally signed by Rachelle Dyer
DN: cn=Rachelle Dyer, o=VP Admin,
ou, email=dyerr@camosun.bc.ca,
c=CA
Date: 2016.09.15 15:01:00 -0700

Rachelle Dyer
EA, VP Administration

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Part 7 – Program Area Signatures

Program/Department Dean/Director

X

Richard Stride
Dean, Centre for Sport & Exercise Education

Chief Information Officer

X Laura-Lea
Berna

Digitally signed by Laura-Lea Berna
DN: cn=Laura-Lea Berna, o=Camosun
College, ou=Information Technology
Services, email=lbernal@camosun.ca,
c=CA
Date: 2016.09.07 13:32:51 -0700'

Laura-Lea Berna
Chief Information Officer

Vice President, Administration

X Shane Busby

Digitally signed by Shane Busby
DN: cn=Shane Busby, o=Camosun
College, ou=VP Administration,
email=dyerr@camosun.bc.ca, c=CA
Date: 2016.09.15 14:58:11 -0700'

Shane Busby
Vice President, Administration

Please send a copy of this PIA with the respective signatures to Rachelle Dyer (dyerr@camosun.ca) for filing.

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Appendix A: Excerpts from Camosun College IT Security Policies

1.1.5 Policy

Camosun College will ensure that the description of groups, roles and responsibilities for logical management of network components adheres to the following conditions:

- Firewall and router configuration standards include a description of groups, roles and responsibilities for logical management of network components.
- All personnel responsible for the logical management of these network components are to be identified, with all contact information listed accordingly. This contact information must include, but is not limited to, the following: (1) name of responsible party and title, (2) contact email, (3) contact phone number, (4) name of group or division within the organization and (5) roles and responsibilities for individual.

5.2 Policy

Camosun College will ensure that the Anti-Virus policy adheres to the following:

- For systems considered to be not commonly affected by malicious software, perform periodic evaluations to identify and evaluate evolving malware threats in order to confirm whether such systems continue to not require anti-virus software.
- A licensed anti-virus software must be utilized for all computer and system components.
- The licensed anti-virus software utilized must be the most current version available.
- All computers and system components must have standard, supported anti-virus software installed.
- The anti-virus software must be active, must be scheduled to perform virus checks at regular intervals and must have its virus definition and all other associated software files kept current.
- The anti-virus software must be enabled for automatic updates and periodic scans.
- No user shall disable or tamper with the configuration of anti-virus software installed on their respective computer.
- Employees who allow non-company employees to attach workstations (desktops or laptops) to the company network are responsible for ensuring that those workstations are running anti-virus software and that a current virus signature is installed.
- Employees who attach workstations to the company network are responsible for ensuring that those workstations are running anti-virus software and that a current virus signature is installed.
- Never open any emails that are from an unknown or suspicious source.
- Never open any email attachments from an unknown or suspicious source.

7.1 – 7.3 Policy

Camosun College will ensure that the Data Control & Access Control policy adheres to the following conditions:

- Limit access to system components and data to only those individuals whose job requires such access.
- Access needs are to be defined for each respective role, specifically:
 - System components and data resources that each role needs to access for their job function.
 - Level of privilege required for accessing resources.

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- Access rights for privileged users are restricted to the least privileges necessary to perform job responsibilities.
- Privileges are assigned to individuals based on job classification and function, such as Role-Based Access Control (RBAC).
- An authorization form is required for all access, which must specify required privileges, and must be signed by management.
- Access controls are implemented via an automated access control system.
- Access control systems are in place on all system components.
- Access control systems are configured to enforce privileges assigned to individuals based on job classification and function.
- Access control systems have a default *Deny All* setting.
- Security policies and operational procedures for restricting access to data are documented, in use, and known to all affected parties.

8.1 – 8.4 Policy

Camosun College will ensure that the Unique ID and Authentication Methods policy adheres to the following conditions:

- All users are assigned a unique ID before allowing them to access system components or data.
- Authorized personnel are to control addition, deletion, and modification of user IDs, credentials, and other identifier objects.
- Terminated users are to have their access immediately revoked.
- Inactive user accounts are to be disabled and/or removed.
- Authorized personnel are to manage IDs used by vendors to access, support, or maintain system components via remote access as follows:
 - Enable vendor access only during the time period needed and disabled when not in use.
 - Actively monitored when in use by all appropriate means.
- Additionally, the following best practices are to be implemented regarding accepts attempts and system idle time:
 - Limit repeated access attempts by locking out the user ID after not more than six attempts.
 - Set the lockout duration to a minimum of 30 minutes or until an administrator enables the user ID.
 - If a session has been idle for more than 15 minutes, require the user to re-authenticate to re-activate the terminal or session.
- Additionally, all users are to be assigned a unique ID for access to system components or data and must also utilize one of the following methods for authentication:
 - (1) Something that is known, such as a password or passphrase.
 - (2) Something you have, such as a token device, smart card, dynamically generated unique identifier, etc.
 - (3). Something you are, such as biometrics (palm and fingerprint readers, iris recognition, etc.).

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- Using strong cryptography, render all authentication credentials (such as passwords/phrases) unreadable during transmission and storage on all system components.
- Verify user identity before modifying any authentication credential—for example, performing password resets, provisioning new tokens, or generating new keys.
- Passwords/phrases must meet the following conditions:
 - A minimum length of at least seven characters:
 - Contain both numeric and alphabetic characters.
 - The passwords/phrases must have complexity and strength at least equivalent to the parameters specified above.
 - Passwords/passphrases changed at least every 90 days.
 - Do not allow an individual to submit a new password/phrase that is the same as any of the last four passwords/phrases he or she has used.
 - Set passwords/phrases for first-time use and upon reset to a unique value for each user, and change immediately after the first use.
- Lastly, incorporate two-factor authentication for remote access (network-level access originating from outside the network) to the network by employees, administrators and third parties.



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Appendix B: Practice Perfect Terms and Conditions

TERMS & CONDITIONS

CAMOSUN ATHLETIC AND EXERCISE THERAPY CLINIC

DATE: _____

LICENSING FEE AND PAYMENT TERMS

PRACTICE PERFECT EMR + MANAGEMENT SOFTWARE

InTouch Practice Management Systems, Inc. (the “Licensor”) hereby agrees, in consideration of the covenants and undertakings of the Licensee named below, to licence and permit the Licensee to utilize the Licensor’s Practice Perfect EMR + Management software (“Practice Perfect”), on the following and on the attached terms and conditions:

1. Products & Services:

This License granted herein pertains to and includes the following modules of the Practice Perfect software:

- Billing & Demographics
- Notes, Reminders & Follow-Ups
- Scheduler
- Documentation & EMR

and also includes (at no additional charge): (a) full initial installation; (b) one initial training; (c) the Documentation (see

Sections 2.1 and 4.1 (d) of the attached terms and conditions); (e) “Support Services” (see Section 4.2 of the attached

terms and conditions); and (f) “Upgrades” (see Section 4.1(g) of the attached terms and conditions).

2. Licensee & Premises:

Camosun Athletic and Exercise Therapy Clinic, 4371 Interurban Rd, Victoria, BC, V9E 2C5, Attn: Katie Olson

3. License Fee:

The per-month fee for the above Products & Services is \$145.00 in total plus applicable federal and provincial/state taxes (the “License Fee”) and licenses the use of THREE (3) concurrent workstations across ONE (1) physical treatment clinics.

This fee is guaranteed for a period of twelve (12) months. Licensor reserves the right to increase such License Fee from time to

time thereafter, **provided that no such increase(s) shall exceed an aggregate of 2% per annum (year over year).** The fee

will commence the 1st of the month following the initial training session or 30 days after the initial installation of Practice Perfect

(on any of the Licensee’s computer systems), whichever occurs first, unless other arrangements have been made, in writing.

4. Payment Terms:

The License Fee will be invoiced monthly, in advance, commencing as of the day following the date of installation of the

Practice Perfect software (the “Commencement Date”). The initial payment thereof will be due and payable on or prior to the

said Commencement Date and, thereafter, monthly payments will be due and payable on or prior to the commencement of

each subsequent monthly period, by one of the following methods:

- o by automatic debiting of the Licensee’s approved credit card*; or
- o by pre-authorized debit of the Licensee’s bank account (where available)*; or



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Licensees wishing to pay the License Fee by cheque will be invoiced, in advance, on a quarterly basis, commencing with the month period beginning on the Commencement Date. The initial payment will be due and payable on or prior to the Commencement Date and, thereafter, quarterly payments will be due and payable on or prior to the commencement of each subsequent three month period. *This arrangement may be made by special permission only.*

[* subject to execution and acceptance of requisite credit card/bank authorization documentation]
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5. Agreement Term:

This agreement shall commence on the Installation Date and, subject to continued payment by the Licensee of the License

Fee, shall continue until terminated as outlined in Article 6 of the attached terms and conditions.

THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO AND INITIALLED BY THE PARTIES FORM AN INTERGAL PART OF THIS AGREEMENT. NO CHANGES TO THIS AGREEMENT (INCLUDING THE SAID STANDARD

TERMS AND CONDITIONS) SHALL BE OR BE CONSIDERED VALID OR OF ANY EFFECT UNLESS THEY ARE IN

WRITING AND EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES OF THE LICENSOR AND THE LICENSEE, RESPECTIVELY.

Signed on behalf of LICENSOR Signed on behalf of LICENSEE

INTOUCH PRACTICE MANagements SYSTEMS INC.

dba PRACTICE PERFECT EMR + MANAGEMENT SOFTWARE LICENSEE

per _____ per _____

Signature

Steven Presement, President

Full Name

Title

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STANDARD TERMS AND CONDITIONS

PRACTICE PERFECT EMR + MANAGEMENT SOFTWARE

These Standard Terms and Conditions form an integral part of the Agreement between the parties appended to the front hereof (the “Agreement”) and shall be of the same force and effect as if specifically set out therein. All references herein to the “Agreement” shall mean and include the said Agreement and these Standard terms and Conditions

1. GRANT OF RIGHTS

1.1 Subject to the terms and conditions of the Agreement, including the payment by Licensee of the Licence Fee (as set out in Box 3 of

the Agreement), Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable right to use the “Practice Perfect EMR +

Management Software” (the “System”). The rights granted herein shall be restricted to installation of the System on, and use thereof from,

no more than THREE (3) concurrent workstations at the Premises (identified in Box 2 of the Agreement).

1.2 Licensee shall not, directly or indirectly, sell, lease, license, assign, transfer or otherwise encumber the System or any part thereof,



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to any firm, person or corporation or other body. For the absence of doubt, any change of control of a corporate Licensee shall be deemed

to require the prior written consent of the Licensor, which consent may be arbitrarily withheld.

2. OWNERSHIP

2.1 Licensee acknowledges that all right, title and interest in and to the System (including, for all purposes hereof, the Practice Perfect

CDRom, the User's Guide and all other documents and/or manuals that describe the functions and operation of the System, and all updates

and changes thereto provided by Licensor to Licensee (the "Documentation")) and all changes and modifications thereto shall be and shall

remain in Licensor and Licensee further acknowledges that it owns no copyright or other intellectual property or other proprietary rights

whatsoever in the System (including the Documentation).

2.2 Licensee shall not remove, suppress, modify or delete proprietary information, copyright, trade secret or trade mark notices

appearing on the System or any Documentation or media, or recorded on those media, relating to the System or any modification or on

other materials furnished to it hereunder.

2.3 Licensee shall permit Licensor to check the use of the System by Licensee at all reasonable times. Licensor may upon reasonable

notice send its representatives to Licensee's Premises to verify compliance with the Agreement.

2.4 Licensee shall not, nor permit others to, decompile, reverse compile, reverse assemble, reverse engineer or disassemble the

whole or any part of the System in any manner

3. COPYING AND MODIFICATIONS PROHIBITED

3.1 Under no circumstances will Licensee modify the System or copy or reproduce (or attempt to copy or reproduce) the System.

3.2 Licensee shall not use the System or any modified form of the System or any part thereof to develop computer systems similar to

the System for use by itself or any other person, firm or corporation whatsoever.

4. INCLUDED PRODUCTS/SERVICES

4.1 Payment of the Licence Fee shall entitle Licensee, at no additional cost, to:

(a) full initial installation;

(b) one initial training – unlimited duration and performed remotely;

(c) the Documentation;

(d) "Support Services" (see Section 4.2 below);

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(e) One data conversion from a legacy software system, if possible

(f) "Upgrades" (which, for the purposes of the Agreement, includes any enhancements, improvements or modifications to the System made by Licensor from time to time which are intended to affect and/or improve the functionality of the System and/or

which are required as a result of changes to applicable legislation. It is to be understood and agreed that Licensor may also create

or develop additional software ("Independent Modules"), the lack of which would not detrimentally affect or in any way prejudice or

inhibit the continued effective operation of the System and which it proposes to sell or licence separately as a "value-added" enhancement to the System; such Independent Modules shall not be considered "Upgrades" and are not included in the Licence

Fee. In the event of any dispute or disagreement between the parties in this regard, the decision of Licensor as to what constitutes

an "Upgrade" and what constitutes an "Independent Module" shall be final and binding).

4.2 Throughout the term of the Agreement, provided Licensee is not in breach of any of the terms of the Agreement and continues to

pay all fees required under this Agreement, Licensor shall provide Support Services as follows:

(a) in the event that any failure, malfunction, defect or non-conformity is identified by the Licensee which prevents the System

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from operating and performing in accordance with the Documentation (a “Fault”), it shall immediately notify Licensor by e-mail, telephone or facsimile transmission of the nature and, insofar as it is able, the extent of the Fault;

(b) upon receipt of such notice of a Fault in the System, Licensor shall take such steps as are necessary and/or available to it to correct and repair any such Fault, provided that Licensee shall take all steps necessary to assure that, for such purposes, Licensor can remotely access the System on the Premises;

(c) the parties agree that in order for the Support Services to be properly delivered to Licensee the timely and accurate recording of Faults is essential and a prerequisite to satisfactory recovery or rectification of the System. Licensee shall keep detailed records of the Faults or problems encountered with the System and shall keep detailed records of any messages prompted by the System. In the event that any Fault or problem is experienced, Licensee shall document the problem and notify Licensor of the Fault or problem, before proceeding with other functions; and

(d) Licensor shall provide a phone-in help-desk service for the provision of advice regarding problem determination and resolution for the System. Calls must be placed by a duly authorized Licensee representative(s) during the hours advised.

4.3 Support Services shall not include the correction of any Fault due to:

(a) Licensee’s failure to maintain a suitable environment for the System at the Premises in accordance with Licensor’s recommendations;

(b) Licensee’s neglect or misuse of the System or its failure to operate the System in accordance with Licensor’s instruction manuals or for the purposes for which it was designed;

(c) the alteration, modification or maintenance of the System by any party other than Licensor without Licensor’s prior written consent;

(d) any defect or error in any third party or Licensee in-house developed software used in connection with the System;

(e) any accident or disaster affecting the System, including without limitation, any fire, flood, water, wind, lightning, transportation, vandalism or burglary;

(f) Licensee’s failure, inability or refusal to afford Licensor’s personnel proper access to the System; or

(g) the use of the System on any media other than that advised by Licensor.

5. ADDITIONAL SERVICES

5.1 Licensor shall use its best efforts to supply ‘additional training’, if requested by Licensee, at mutually agreeable times, places and pricing. ‘Additional training’ refers to training that covers any subjects that have previously been covered or that occurs at any time three months post initial installation.

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5.2 In the event that Licensor develops and/or markets Independent Modules, Licensee shall be entitled (but not obligated) to purchase

such Independent Modules at the lowest cost then being offered by Licensor to arm’s-length, third party purchasers.

5.3 Licensor shall, within reason, upon request by Licensee, effect (or attempt to effect) all or any of the corrections contemplated in

Section 4.3 above as an “Additional Service” and shall be entitled to charge for the same by invoicing Licensee for charges for time incurred

therein in accordance with its standard rates, together with all necessary travel, accommodation, insurance and subsistence expenses

properly and reasonably incurred in performance of the said Additional Service.

5.4 Licensor shall also be entitled to invoice Licensee for additional charges if Additional Services are provided in circumstances where

any reasonably skilled and competent data processing operator would have judged Licensee’s request for assistance or maintenance to have been unnecessary.

6. TERM AND TERMINATION

6.1 The Agreement shall commence on the date of installation of the System and, subject to the continued payment by Licensee of the

License Fee and any other fees eligible hereunder, shall continue until terminated in accordance herewith.

6.2 Licensor may, without notice, terminate the Agreement immediately in the event that, and whenever, (a) the License Fee is not

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paid when due, (b) Licensee is in breach of any other of its obligations under the Agreement or hereunder or (c) whenever Licensor

concludes, in good faith, reasonably exercised, that the actions or course of conduct of Licensee have been and are such as to make a

continued contractual relationship detrimental to its best business interests and/or those of its other licensees.

6.3 The failure of Licensor to exercise any right of termination hereunder shall not constitute a waiver of the rights granted herein with

respect to any subsequent default and shall be without prejudice to any other claim or claims to which Licensor is entitled under the

Agreement.

6.4 Licensee may terminate the Agreement at any time as at the end of a calendar month on not less than one month's prior written

notice to Licensor. Notice of termination must be provided in writing either by mail or facsimile. If any training, support or a data conversion

has been performed by Licensor, a minimum three paid months term applies.

6.5 In the event of termination of the Agreement pursuant to the provisions of this Article, Licensor shall, without prejudice to any other

claim or claims to which Licensor is entitled under the Agreement or hereunder, refund to Licensee any Licence Fees theretofore paid by

Licensee and relating to any period following the date of such termination.

6.6 Forthwith upon termination of the Agreement for any cause whatsoever, Licensee shall a) grant remote access to Licensor to

modify Practice Perfect to restrict the entry of *new data* of any kind and b) return to Licensor the System Documentation and any other

material relating to the System received by Licensee from Licensor. Failure to comply with the allowance of remote access to make the

aforementioned Practice Perfect modifications nullifies a Licensee's termination notice and the Licensee will continue to be responsible for

the monthly License Fee, as outlined above.

7. WARRANTIES AND LIMITATION OF DAMAGES

7.1 Licensor warrants that:

(a) it has the authority to grant the rights granted hereunder and that the grant of such rights is not in violation of any law or in breach of any agreement to which it is a party; and

(b) it will perform the Support Services and any Additional Services with reasonable care and skill.

7.2 Licensor does not warrant that the System will operate without interruption or error.

7.3 Licensee acknowledges that the System has not been developed to meet Licensee's specific requirements and that it is Licensee's

responsibility to ensure that the facilities and functions of the System meet Licensee's requirements.

7.4 Licensor will not be liable for any failure of the System to provide any facility or function whether or not described in the Documentation or for any failure of the System attributable to any modification (whether by alteration, deletion, addition or otherwise) to the

System by persons other than Licensor, or by the combination of the System with other software or equipment without Licensor's express

prior written consent. If a problem is found upon investigation not to be Licensor's responsibility, Licensor may charge Licensee for all

reasonable costs and expenses incurred by Licensor in the course of or in consequence of such investigation.

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7.5 Licensee agrees that the express obligations, warranties and conditions made by Licensor in this Article 7, relating to anything

supplied or services provided by Licensor under or in connection with the Agreement, are the sole obligations, warranties or conditions with

respect thereto and are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind,

express or implied, statutory or otherwise, and whether arising by law or out of a course of dealing or usage of trade, including, without

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limitation, any warranty or condition of merchantable quality, merchantability, title, non-infringement, satisfactory quality, or fitness for a particular purpose. No representation or other affirmation of fact, including but not limited to, statements regarding performance of the System, or services, which is not contained in the Agreement or herein, shall be deemed to be binding on Licensor.

7.6 Licensor's entire liability and Licensee's exclusive remedy under the Agreement shall be as follows:

(a) under no circumstances shall Licensee have any claim for damages or otherwise concerning non-conformance of the System to the terms of the Agreement, or any claim for breach or default by Licensor; Licensee's exclusive remedy in that regard shall be the right to terminate this Agreement in accordance with Section 6.4 hereof;

(b) save with respect to matters contemplated in Section 7.6(a) above, Licensor's liability for damages to Licensee for any other cause whatsoever, and regardless of the form or cause of action, whether in contract or in tort, including negligence and gross negligence, shall be limited to Licensee's direct damages but shall not, in any event, exceed, in the aggregate, the amount of the Licence Fee for one (1) calendar month; and

(c) in no event will Licensor be liable for or Licensee have a remedy for the recovery of: (i) any special, indirect, incidental or consequential damages, even if Licensor has been advised of the possibility thereof, including, but not limited to, lost profits, lost revenues, loss of data, loss of use of any computer system, failure to realize expected savings, or other commercial or economic loss of any kind; or (ii) any damages caused by Licensee's failure to meet Licensee's responsibilities, which responsibilities include, without limitation, the provision of properly functioning and compatible hardware, operating systems, applications software or databases, or arising out of incomplete or inaccurate information provided to Licensor.

7.7 Licensee shall be responsible for regularly backing up all data and databases used with the System. Licensee assumes full responsibility for the use of the System and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results. Licensor assumes no responsibility for Licensee's negligence or failure to protect data from viruses, or any unintended modification, destruction, or disclosure of any data, software or other information.

7.8 Licensee acknowledges and agrees that the allocation of risk contained in this Article 7 is reflected in the fees and other charges under the Agreement and is a reasonable allocation of the risk between the parties.

7.9 The limitations of warranty and liability in this Article 7 shall apply whether or not the alleged breach, default, non-performance, failure or liability is a result of a breach of warranty, condition or fundamental term, or a fundamental breach.

8. CONFIDENTIALITY

8.1 Licensee shall use the System only for its own business purposes in accordance with the terms of the Agreement and shall not use the System or any part thereof, directly or indirectly, to provide outsourcing or service bureau processing services, or any other services for or in relation to third party data.

8.2 During the term of the Agreement and at all times thereafter Licensor will observe the confidentiality of any of Licensee's confidential information of which it may become aware and which is marked by Licensee as "Confidential" and will not disclose the same directly or indirectly to any unconnected third party or use the same except as may be required by law or order of a body of competent jurisdiction, without Licensee's prior written approval.

9. SECTIONS SURVIVING AGREEMENT

9.1 Notwithstanding the termination of the Agreement for any reason, Articles 2, 3 and 7 shall continue in full force and effect.



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10. NOTICES

10.1 Any notice to be given hereunder shall be in writing and shall be delivered or sent by prepaid registered post, by hand or facsimile to Licensor or Licensee as appropriate at the address set out above (or such other address as shall have been notified in writing to the party giving such notice by the other party). In the case of a notice sent by prepaid registered post, it shall be deemed to have been delivered within 3 working days after mailing. In the case of a notice sent by hand it shall be deemed delivered when received and a notice delivered by facsimile shall be deemed delivered on the date of transmission.

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11. GOVERNING LAW

11.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Ontario courts. Each party waives any right, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where otherwise required by law.

12. EXPORT

12.1 Licensee acknowledges that the Agreement and performance thereof are subject to compliance with any and all applicable federal and local laws, regulations, or orders relating to the export of computer software and know-how relating thereto. The System (including the Documentation) has been determined to be "Technical Data" under Canadian export laws. Licensee agrees to comply with all such laws, regulations and orders in regard to any export of the System (including the Documentation), or any part thereof. Licensee agrees not to disclose or re-export the System (including Documentation) or any part thereof, out of the United States or Canada.

13. ENTIRE AGREEMENT

13.1 The Agreement (including the within Standard terms and Conditions) constitutes the entire agreement between the parties hereto with respect to licensing, use, modification and maintenance of the System (except as the parties may agree in writing hereafter by way of amendment thereto) and supersedes all prior communications and negotiations between the parties relating to its subject matter.

TO BE EFFECTIVE, ANY AMENDMENT OR MODIFICATION TO THE AGREEMENT MUST BE IN WRITING AND MUST BE EXECUTED BY AUTHORIZED REPRESENTATIVES OF EACH PARTY

Date Initial

Licensor Licensee

Clinic Name: **CAMOSUN ATHLETIC AND EXERCISE THERAPY CLINIC**

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Appendix C: Confidential Intake Form

CONFIDENTIAL INTAKE FORM

Date: _____

PERSONAL INFORMATION:

Student*

Camosun Employee*

*If applicable

Last name _____ First name _____

Address _____ City _____

Prov. _____ Postal _____

Telephone number (home) _____ work or cell _____

Email _____

Birth date (month/day/year) _____

Emergency Contact _____ Phone Number _____

Occupation _____ Sport _____

How did you hear about our clinic? _____

Do you currently have an open ICBC claim? Yes or No

HEALTH HISTORY:

Please circle "Yes" or "No" for the following questions even if you do not think they are related to your health problem.

Have you suffered from:

- | | |
|--------------------------------------|-----------|
| 1. Dizziness | Yes or No |
| 2. Heart trouble | Yes or No |
| 3. Chest pain brought on by activity | Yes or No |
| 4. Diabetes | Yes or No |
| 5. Arthritis | Yes or No |
| 6. Asthma | Yes or No |
| 7. Cancer | Yes or No |
| 8. Numbness and/or tingling | Yes or No |
| 9. High blood pressure | Yes or No |
| 10. Any past surgeries | Yes or No |

If yes, describe and date: _____

Any past injuries or medical conditions that may be affected by exercise? Yes or No

If yes, describe _____

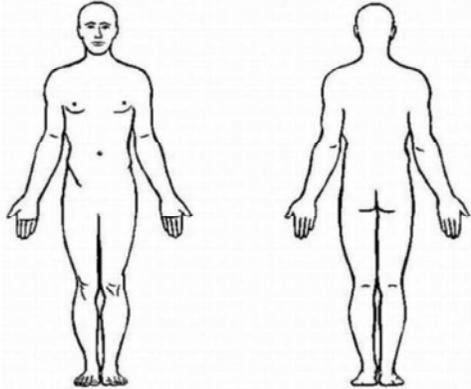
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DIAGRAM- mark where symptoms are



Explain: _____

POLICIES AND INFORMED CONSENT

The fee for an initial assessment is \$50.00. Athletic Therapy is not covered by MSP or WCB, please check with your personal insurance for coverage.
 The fee for missed appointments, or cancellations without 12 hours notice will be \$15.00. The fee will be due upon the following visit.

I understand that the Camosun Athletic and Exercise Therapy Clinic is a teaching facility and therefore students may be present during appointments to observe and/or assist the therapist. I understand that the information collected on this intake form and as part of my session constitutes personal information and that Camosun College is bound by the Freedom of Information and Protection of Privacy Act. As such, Camosun College will take every precaution to safe guard my information. I can correct and update my personal information at any time by contacting the Athletic and Exercise Therapy Clinic

I hereby consent to Athletic Therapy treatments including the use of exercise prescription, electrical modalities and manual therapy techniques.
 I understand that there may be some discomfort from the rehabilitation depending on the injury and I agree to inform the therapist should any additional symptoms occur. I understand that all exercise programs place a workload on the body to promote improvement and at the same time present the risk of negative body response to that exercise. I understand that the therapist will do their best care to properly progress, monitor and care for my injuries.

 Print Name

 Signature of Patient or Parent/ Guardian

 Witness

 Date