

**ACUTE CARE ALBERTA  
CONFLICT OF INTEREST BYLAWS**

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## **1. PRINCIPLES AND EXPECTATIONS**

- 1.1 **Acute Care Alberta ("ACA") is committed to promoting a standard of conduct that preserves and enhances public confidence in the integrity, objectivity, and impartiality of its clinical business activities. ACA relies on ACA Representatives to uphold these standards by ensuring private interests do not interfere with or influence their decision-making processes. Recognizing that ACA Representatives have interests outside of ACA, they are expected to fulfill their responsibilities in a manner that avoids involvement in any conflict of interest situations, and to promptly disclose and address any conflicts should they arise.**
- 1.2 **This Bylaw supports the ACA value of accountability and is consistent with the expectation that all ACA Representatives act ethically.**
- 1.3 **ACA Representatives must act impartially in carrying out their duties.**
- 1.4 **ACA Representatives must not act in self-interest or further their private interests by virtue of their position or duties as an ACA Representative.**
- 1.5 **ACA Representatives must take steps to avoid real, apparent, and potential conflicts of interest, whenever possible.**
- 1.6 **ACA Representatives must disclose and manage all real, apparent, and potential conflicts of interests in accordance with this Bylaw.**

## **2. DEFINITIONS**

- 2.1 **"ACA Representative" means:**
  - a) **Members of the ACA Agency;**
  - b) **ACA employees; and**
  - c) **Any other person, other than a representative of the Government of Alberta, who:**
    - (i) **Is acting on behalf of ACA or claims to be acting on behalf of ACA;**
    - (ii) **Is authorized to bind ACA or purports to bind ACA; or**
    - (iii) **Directly or indirectly controls ACA funds.**
- 2.2 **"Act" means the *Provincial Health Agencies Act*, RSA 2000, c. P-32.5, including the regulations made pursuant thereto, and any statute or regulations substituted therefor, as may be amended from time to time.**
- 2.3 **"Commercial value" means the fair market value that a good or service would have if it was offered for sale. For example, the commercial value of a travel via corporate**

aircraft is the fair market value that travel would have if purchased from a commercial airline.

- 2.4 **"Consulting services"** means organization leadership/management level advisory services. Such services typically involve situational analysis and the provision of advice, options, etc. to guide ACA decisions or in respect of which ACA can act. Consulting services do not include the implementation or execution of work based on the analysis or advice. Consulting services does not include services for the provision, administration, or management of clinical care or clinical support or medical administrative leadership roles.
- 2.5 **"Cooling off period"** means the minimum period of time following the termination of employment during which a former employee, who was formerly employed in a position allocated in the M4 career level and above, cannot engage in a contract with ACA for consulting or professional services.
- 2.6 **"Frivolous or vexatious"** means:
- a) misuse or abuse of the process for reporting an alleged breach of this Bylaw;
  - b) a report of an alleged breach that is not reasonably purposeful with no possible outcome that would resolve the subject matter of the report of alleged breach; or
  - c) directed, unreasonable conduct by an individual who:
    - (i) attempts to re-open a matter that has been addressed and closed through the applicable reporting and resolution process and offers no new relevant information;
    - (ii) is unreasonably persistent in pursuing a report of a breach which leads to resources being absorbed disproportionately, and causes disruption, delay, or disadvantage to other individuals who are part of the reporting process or to ACA as an organization; or
    - (iii) is abusive or threatening.
- 2.7 **"Manager"** means the individual responsible for managing and overseeing an ACA Representative, or to whom the ACA Representative reports. For further clarity, the Manager of the Chief Executive Officer (the "CEO") and ACA Agency Members is the ACA Chair.
- 2.8 **"Medical administrative leadership roles"** mean roles that are appointed by ACA, as determined as necessary by ACA to support strategic and operational needs, to provide oversight, direction and/or management of clinical or clinical support portfolios.
- 2.9 **"Member"** means an individual appointed to ACA by the Minister in accordance with the Act.

- 2.10 **"Patient"** means an adult or child who receives or who has received health care or services from ACA and its health care providers or individuals employed, contracted or otherwise retained by, or authorized to act on behalf of, ACA. This term is inclusive of residents, clients, and outpatients.
- 2.11 **"Person"** means an individual, a partnership, a corporation, a company, a joint venture, a trust, and the heirs, executors, trustees, administrators or other legal representatives of a person.
- 2.12 **"Political activity"** means an action that supports or opposes a political party, candidate, or cause at any level of government, including but not limited to:
- a) seeking nomination as, or being a candidate for election;
  - b) volunteering for a political party or candidate;
  - c) campaign visits, tours, or events from candidates and/or their representatives;
  - d) posting political party, candidate, or campaign signs or posters;
  - e) distributing political party, candidate or campaign literature;
  - f) wearing or distributing political party, candidate, or campaign attire including buttons;
  - g) soliciting political donations or fundraising; and
  - h) soliciting petition/nomination signatures.
- 2.13 **"Political donations"** mean the contribution of funds (including, but not limited to, cash, cheques, purchase orders, purchase cards or "p-cards"/credit card purchases, and funding requests made to accounts payable), time, gifts (including door prizes and silent auction gifts), or resources to a political activity, political party, or candidate.
- 2.14 **"Political party"** means an organization, including associated constituency associations, established under the *Election Finances and Contributions Disclosure Act* (Alberta) or *Canada Elections Act* (Canada) and registered with Elections Alberta or Elections Canada to nominate candidates in an election.
- 2.15 **"Private Interest"** means a financial, personal, or private affiliation, a relationship, or any other involvement or interest of an ACA Representative that is not of general application, that does not affect the ACA Representative as one of a broad class of the public, that does not concern the remuneration and benefits of the ACA Representative, and that is not trivial. For example, the following would not be considered a Private Interest: being an ACA patient, being a family member of an ACA patient, or being an Alberta taxpayer. The private interest could benefit:
- a) the ACA Representative directly;

- b) a corporation for which the ACA Representative owns, directly or indirectly, more than 10% of the voting rights;
- c) a business partner;
- d) a joint-venture;
- e) a trust or estate which the ACA Representative has a substantial interest in, and/or where the ACA Representative serves as a trustee, or similar role;
- f) an immediate family member (i.e. parent, spouse, sibling, or child);
- g) an outside employer of the ACA Representative, including self-employment or acting as a paid advisor or consultant;
- h) a political entity such as a political party or candidate;
- i) a private sector, public sector, non-profit, charitable, or corporate organization or board the ACA Representative is involved with or volunteers for that has a connection to the health care sector; or
- j) any other individual or organization that a reasonable person would believe the ACA Representative's actions may be affected.

2.16 **"Professional services"** mean services involving the implementation or execution of work, or provision of deliverables that require professional expertise. Professional services may include services that are, in part, also classified as consulting services. Where the primary purpose of a particular procurement is for implementation or execution of certain work or deliverables, all of such services for such procurement will be considered Professional Services notwithstanding that an ancillary part of the procurement includes services that would otherwise be considered consulting services. The provision of reporting/information help lines is also classified as professional services. Professional services do not include services for the provision, administration, or management of clinical care or clinical support or to medical administrative leadership roles.

2.17 **"Senior Leader"** means any employee with the following job classification: SL1, SL2, SL3, ML1, ML2, M5 who reports directly to a member of the Executive Leadership Team, and other individuals so designated by Chief Executive Officer.

2.18 **"Severance notice period"** means the length of time for which an employee received payment in lieu of notice following their termination date. Such period is specified in the Release that is signed by the employee in consideration for their severance payment.

2.19 **"Termination date"** means the last day an employee was employed with ACA.

2.20 **"Vendor"** means an individual or company that supplies, or seeks to provide, goods and/or services to ACA and includes contractors and suppliers, but excludes ACA

Representatives.

**3. APPLICABILITY**

3.1 Compliance with this Bylaw is required by all ACA Representatives.

**4. CONFLICT OF INTEREST (PARTICIPANTS IN ACA CONTRACTING AND PROCUREMENT INITIATIVES)**

4.1 The Chief Executive Officer ("CEO"), in consultation with the designated representative of Contracting, Procurement, and Supply Management (CPSM) will establish administrative processes for the declaration, receipt, processing, and approval of conflict of interest disclosure forms for use in ACA contracting and procurement initiatives. Such processes will pertain to all individuals responsible for the development of a procurement initiative methodology, the assessment, evaluation and selection of proponents, or the negotiations with selected or preferred proponents.

**5. CONFLICT OF INTEREST (GENERAL): IDENTIFYING**

5.1 A conflict of interest can be real, apparent, or potential. All references to conflicts of interests in this Bylaw include all three categories:

- a) a real conflict of interest occurs when an ACA Representative performs an action, makes a decision, influences a decision, or seeks to influence a decision, which benefits a private interest;
- b) an apparent conflict of interest occurs when a reasonably informed person could believe that an ACA representative's action, decision, influence on a decision, or attempt to influence a decision benefits a private interest; and
- c) a potential conflict of interest occurs when an ACA Representative's action, decision, influence on a decision, or attempt to influence a decision may benefit a private interest.

5.2 The scenarios listed below are examples of real, apparent, and potential conflict of interest situations for an ACA Representative that must be disclosed pursuant to Part 6 of this Bylaw and approved pursuant to Part 7 of this Bylaw. This is not an exhaustive list and ACA Representatives are required to use reasonable judgement in determining whether an activity or arrangement poses a real, apparent, or potential conflict of interest:

- a) using their position, power, or authority with ACA to influence, or seek to influence, a decision made by ACA that benefits a private interest;
- b) granting preferential treatment or assistance through their position, power, or authority with ACA to benefit a private interest;
- c) using knowledge or information not available to the public, and gained through their role with ACA, to benefit a private interest;

- d) subject to section 5.3, participating in outside employment, self-employment, volunteer activity, or having an outside appointment (e.g. being a board member);
- e) establishing or entering into a business arrangement or financial interest if the interest is something known to the ACA Representative because of their role with ACA; and
- f) allowing the performance of their ACA duties to be influenced by offers of future employment.

**5.3** Subject to section 5.5, the following scenarios are deemed to not present a conflict of interest for an ACA Representative that warrant declaration pursuant to Part 6 of this Bylaw and approval pursuant to Part 7 of this Bylaw:

- a) having more than one position with ACA;
- b) carrying out ACA duties at more than one ACA location;
- c) being employed by or providing goods or services to:
  - (i) any ACA subsidiary;
  - (ii) an organization that has no connection with the health care sector, ACA or ACA's subsidiaries;
- d) self-employment that has no connection with the health care sector, ACA, or ACA's subsidiaries;
- e) home-based direct selling – for example, being a sales representative or consultant for Avon, Mary Kay, Scentsy, PartyLite, etc. For clarity, this includes home-based direct selling of wellness products – for example, Watkins, Herbalife, etc.;
- f) serving as an ACA-appointee board member for an organization or corporation;
- g) volunteering with or serving as a board member for a not-for-profit, charitable, religious, professional association, or educational institution that has no connection with the health care sector, ACA, or ACA's subsidiaries;
- h) serving as a board member for a for-profit corporation that has no connection with the health care sector, ACA, or ACA's subsidiaries;
- i) having joint appointments as between ACA and an Alberta post-secondary educational institution; and
- j) participating in union activity.

**5.4** Any ACA Representative engaged in activity described in sections 5.3(a) – (l) must

not use ACA resources to engage in the activity, including, but not limited to, ACA work time, equipment, supplies, facilities, staff, or communication platforms, unless otherwise authorized.

- 5.5 Despite section 5.3, using their reasonable judgment, a Manager or the Chief Ethics and Compliance Officer (the "CECO") (or designate) may direct an ACA Representative to complete a Conflict of Interest Declaration Form (Declaration Form) for any of the scenarios listed in sections 5.3(a) – 5.3(i), identifying the activity as a conflict of interest and including a management plan for the activity.

## **6. CONFLICT OF INTEREST (GENERAL): DISCLOSING**

- 6.1 Self-disclosing of conflicts of interest is done through the Declaration Form. Management plans for addressing conflicts of interest are also set out in the Declaration Form.
- 6.2 If a conflict of interest has been identified, the Declaration Form must be completed every two years or whenever there are relevant changes to the information previously disclosed, whichever is more recent.
- 6.3 ACA Representatives do not have a positive duty to disclose that they have no conflict of interest unless:
- a) their Manager directs them to make such a disclosure (see section 6.8); or
  - b) they are a Senior Leader (see section 6.4).
- 6.4 Despite section 6.2, all Senior Leaders and ACA Members must submit a Declaration Form annually, or whenever there are relevant changes to the information previously disclosed, whichever is more recent. Despite section 6.3, this Declaration Form must be submitted regardless of whether or not the Senior Leader or ACA Member actually has a conflict of interest.
- 6.5 Declaration Forms are submitted as follows:
- a) ACA Representatives, excluding ACA Members and the CECO, must submit their completed Declaration Form for approval to [declarationscoi@ahs.ca](mailto:declarationscoi@ahs.ca), or if ACA Senior Leadership to [SLDeclarationCOI@ahs.ca](mailto:SLDeclarationCOI@ahs.ca).
  - b) The CECO must submit their completed Declaration Form for approval to the ACA Chair, or such other person or committee of ACA as directed by the ACA Chair.
  - c) ACA Members, excluding the ACA Chair, must submit their completed Declaration Form for approval to the ACA Chair and for information to ACA's General Counsel and, if applicable, to such other person or committee of ACA as directed by the ACA Chair; and
  - d) The ACA Chair must submit their completed Declaration Form for approval

to the CECO and for information to the Minister of Health, ACA's General Counsel, and to such other person or committee of ACA as directed by the ACA Chair.

- 6.6 ACA Representatives have an ongoing duty to self-disclose a conflict of interest, in writing, to their Manager. Disclosures of a conflict of interest must take place in advance of any action that may lead to a conflict of interest, or, if the conflict of interest could not be foreseen, immediately upon being aware of the conflict of interest.
- 6.7 ACA Representatives have an ongoing duty to alert their Manager of any situations that may place another ACA Representative in a conflict of interest situation. Should the Manager fail to act, the ACA Representative may report the conflict of interest to the Ethics & Compliance Office or to the confidential ACA safe disclosure line at **1-800-661-9675**.
- 6.8 The Manager of an ACA Representative and the CEO (or designate) have authority to direct an ACA Representative to complete a Declaration Form.
- 6.9 Declaration Forms must be retained for a period of five (5) years after they have been superseded or become obsolete.
- 6.10 Completed Declaration Forms must be kept confidential except where:
- a) the disclosure is for assessing and managing a conflict of interest;
  - b) there is a legitimate need to inform an ACA Representative's new Manager of the Declaration Form following the ACA Representative taking a new role or a change in reporting structure;
  - c) the disclosure is related to investigative, disciplinary, administrative tribunal, quasi-judicial, or legal proceedings;
  - d) there is a legal or regulatory obligation to disclose the Declaration Form; or
  - e) the ACA Representative has given permission to disclose the Declaration Form.

- 6.11 When an ACA Representative participates in a meeting where any matter arises where the ACA Representative has a conflict of interest, the ACA Representative must verbally declare their conflict of interest as soon as they are aware of the conflict of interest and any meeting minutes should reflect their statement. The chair of the meeting has the discretion to:
- a) ask the ACA Representative to not participate in the discussion or any decision related to the matter;
  - b) ask the ACA Representative to leave the meeting for the duration of the matter; or
  - c) indicate that the ACA Representative should not be presented with meeting materials related to the matter (assuming the ACA Representative has not previously received the materials).
- 6.12 The CECO (or designate) may establish administrative processes for the receipt, processing, and approval of Declaration Forms.

**7. CONFLICT OF INTEREST (GENERAL): APPROVING A DECLARATION FORM AND MANAGEMENT PLAN**

- 7.1 For any ACA Representative other than ACA Members and the CECO, the CECO (or designate) may approve in writing the Declaration Form and any management plan for a declared conflict of interest.
- 7.2 For the CECO, the ACA Chair, or such other person or committee of ACA as directed by the ACA Chair, may approve in writing the Declaration Form and any management plan for a declared conflict of interest.
- 7.3 For any ACA Members other than the ACA Chair, the ACA Chair may approve in writing the Declaration Form and any management plan for a declared conflict of interest.
- 7.4 For the ACA Chair, the CECO may approve in writing the Declaration Form and any management plan for a declared conflict of interest.
- 7.5 If an ACA Representative does not accept the decision of the CECO (or designate) regarding whether a conflict of interest exists and is being adequately managed, then the ACA Representative will have the right to appeal the decision to the ACA Chair, or such other person or committee of ACA as directed by the ACA Chair.
- 7.6 Conflicts of interest that cannot be properly managed may require a change to the ACA Representative's position and role with ACA up to, and including, termination of employment, contract, or appointment.

**8. RECEIPT OF GIFTS**

- 8.1 ACA Representatives may not accept fees, gifts, or other benefits that are connected directly or indirectly with the performance of their ACA duties from any

person, other than:

- a) the normal exchange of hospitality between persons doing business together;
- b) tokens exchanged as part of protocol, including but not limited to:
  - (i) gift from a patient; or
  - (ii) gift from the family or friends of a patient; or
- c) the normal presentation of gifts to persons participating in public functions, awards, speeches, lectures, presentations, or seminars.

**8.2** The maximum commercial value of any one-time gift, hospitality, or other benefit accepted by an ACA Representative under sections 8.1(a) – 8.1(c) must not exceed \$100.00 and must not take the form of cash, cheque, or electronic money transfer.

**8.3** The total maximum commercial value of any gifts, hospitality, or other benefits accepted by an ACA Representative under sections 8.1 (a) – 8.1(c) within a calendar year from one source must not exceed \$200.00, where “one source” includes, without limitation:

- a) collectively, a patient and their family or friends; or
- b) collectively, related entities. “Related entities” means any people, corporations, partnerships, and/or trusts owned or controlled by the same entity or group (such as corporations in a parent/subsidiary relationship) and any entities carrying on business together (such as corporations in a franchisor/franchisee relationship, partnership, joint venture relationship, or beneficiaries of a trust who also own or control a separate partnership. For clarity, beneficiaries of a trust are deemed to own the trust).

**8.4** Gift cards are an acceptable form of gift under sections 8.1(a) – 8.1(c), however, they are subject to the monetary limits set out in sections 8.2 and 8.3.

**8.5** ACA Representatives must not seek out gifts, hospitality, or other benefits from any person. An exception to this is that ACA Representatives may solicit gifts, hospitality, or other benefits from persons other than patients or patients’ families or friends for the purpose of ACA-sponsored charitable, club, or team activities (e.g. United Way, National Nursing Week) providing that the principles of this Bylaw are adhered to, including the monetary limits set out in sections 8.2 and 8.3, and the caution in section 8.6.

**8.6** Despite sections 8.1 and 8.5, no ACA Representative shall accept any gift, hospitality, or other benefit at any time from a vendor if there is a competitive procurement process underway where that vendor has submitted a response to a request for proposals or other competitive procurement process. The onus is on the ACA Representative to determine whether such a competitive procurement process is underway and they may make that determination by contacting ACA Contracting,

Procurement, and Supply Management at [cpsm.customersupport@ahs.ca](mailto:cpsm.customersupport@ahs.ca).

- 8.7 Despite section 8.1(b)(i) and 8.1(b)(ii), no ACA Representative may provide a patient with preferential priority of access to publicly-funded health services managed by ACA due to receipt of a gift, hospitality, or other benefit, from a patient or the patient's family or friends. No ACA Representative may influence, or seek to influence, a patient's priority of access to publicly-funded health services managed by ACA due to receipt of a gift, hospitality, or other benefit, from a patient or the patient's family or friends.
- 8.8 If an ACA Representative receives a gift, hospitality, or other benefit that exceeds the commercial value set out in section 8.2, and where that gift, hospitality, or other benefit cannot be returned, the ACA Representative may not keep the gift, hospitality, or other benefit but must redirect it to a foundation, trust, auxiliary, or other charitable organization registered and established in accordance with the laws and statutes of Alberta and Canada which has an affiliation with ACA, whether by legislation or by agreement.

## **9. RECEIPT OF EDUCATION FROM A VENDOR**

- 9.1 Subject to section 9.5, ACA Representatives may receive education provided by a Vendor, either directly or indirectly, and the commercial value of any gift, hospitality, or other benefit that accompanies that education must not exceed a total of \$500.00 from one source (as defined in section 8.3) in a calendar year. Examples of gifts, hospitality, or other benefit that accompany Vendor education and that would be subject to the \$500.00 annual total are meal expenses, travel expenses, accommodation expenses, complimentary resource materials, and promotional items such as pens, mugs, etc.
- 9.2 The time that a Vendor uses to travel to, prepare for, or deliver education to an ACA Representative will be considered to have no value when calculating the commercial value of any Vendor-sponsored education.
- 9.3 Any registration fee or conference fee for education that is paid for or waived by a Vendor for an ACA Representative must not exceed a total of \$1,500.00 from one source (as defined in section 8.3) in a calendar year for that ACA Representative. Registration fees or conference fees for education that are paid for or waived by a Vendor which exceed a total of \$1,500.00 from one source (as defined in section 8.3) in a calendar year may be accepted only with prior written permission from the CECO (or designate), which permission only shall be granted reasonably, in accordance with the principles of this Bylaw, and if there is no real, apparent, or potential conflict of interest.
- 9.4 All reasonable steps must be taken to receive Vendor-sponsored education at an ACA site rather than at a restaurant or similar venue.
- 9.5 Despite section 9.1, no ACA Representative shall accept any Vendor-sponsored education at any time if there is a competitive procurement process underway where that Vendor has submitted a response to a request for proposals or other competitive procurement process. The onus is on the ACA Representative to

determine whether such a competitive procurement process is underway and they may make that determination by contacting ACA Contracting, Procurement, and Supply Management at [cpsm.customersupport@ahs.ca](mailto:cpsm.customersupport@ahs.ca).

9.6 This Bylaw does not limit the ability of an ACA Representative to receive Vendor-sponsored education or training as expressly agreed to as "value adds" in contracts between ACA and its Vendors. These contractual items are not subject to the monetary limits indicated in section 9.1 and shall not be considered to be gifts under this Bylaw.

9.7 This Bylaw does not limit the ability of an ACA Representative to apply for or receive scholarships or bursaries from industry-funded organizations or non-profit professional organizations for purposes of continuing education. These scholarships or bursaries are not subject to the monetary limits indicated in section 9.1 and shall not be considered to be gifts under this Bylaw.

## **10. CONTRACTING WITH CURRENT AND FORMER ACA MEMBERS**

10.1 Restrictions on contracting with current or former ACA Members apply whether the ACA Member is providing the goods or services directly to ACA or through a company that is owned, controlled, or managed by the ACA Member or by an immediate family member of the employee.

10.2 ACA shall not enter into a contractual or business relationship with a current ACA Member. This restriction does not apply to services for the provision, administration, or management of clinical care or clinical support or to medical administrative leadership roles.

10.3 ACA shall not enter into a contractual or business relationship with a former ACA Member for a period of twelve (12) months following the end of their term, unless otherwise explicitly approved by the ACA Agency. This restriction does not apply to services for the provision, administration, or management of clinical care or clinical support or to medical administrative leadership roles.

## **11. CONTRACTING WITH CURRENT AND FORMER ACA EMPLOYEES**

11.1 Restrictions on contracting with current or former employees apply whether the employee is providing the goods or services directly to ACA or through a company that is owned, controlled, or managed by the employee or by an immediate family member of the employee.

11.2 ACA shall not enter into contracts for goods and/or services, including but not limited to consulting services or professional services, with current ACA employees outside of any terms of the individual's employment.

11.3 The current or former employment relationship must be disclosed by the current or former employee as part of the normal procurement process and/or during the negotiation of any contract.

11.4 Contracts for consulting or professional services with former employees who held

positions allocated in the M4 career level and above are subject to the completion of a cooling off period as set out in sections 11.5 and 11.6.

11.5 A cooling off period must occur before a former ACA employee who held a position allocated in the M4 career level and above can enter into a contract with ACA for the provision of consulting or professional services. The cooling off period shall begin on the later of:

- a) the date that the individual's employment with ACA has ended; or
- b) in situations where a severance was provided, the end date of the severance notice period.

11.6 The cooling off period shall be twelve (12) months for all former employees who held positions allocated in the M4 career level and above as determined by the last position held by the employee prior to the termination date.

11.7 For positions below the M4 career level, there shall not be any required cooling off period.

11.8 All requests to waive the cooling off period in whole or in part shall be reviewed and approved by the Chief Executive Officer. The approved waiver must be appended to the contract documentation.

11.9 Contracts with former employees who were employed at the level of Chief Executive Officer or Executive Lead, irrespective of the cooling off period set out in Part 11 or in the *Conflicts of Interest Act* (Alberta), must be reviewed and approved by the Chief Executive Officer.

11.10 Contracts with former employees, who were employed in positions allocated in the M4 career level and above, before the end of their cooling off period, must be reviewed and approved by the Chief Executive Officer.

11.11 The approvals required in sections 11.9 and 11.10 are in addition to any approvals required in accordance with standard contracting provisions.

11.12 Contracts with former employees who were employed in positions allocated below the M4 career level must be reviewed and approved in accordance with standard contracting provisions.

## **12. POST-TERMINATION REQUIREMENTS**

12.1 Upon termination of employment, contract, or other relationship with ACA, a former ACA Representative must abstain from the following activities for a period of twelve (12) months following the end of their relationship with ACA:

- a) using their former position with ACA to influence, or seek to influence, a decision made, or to be made, on behalf of ACA that would benefit a private interest; and

- b) using or communicating knowledge and information not available to the general public and gained through their involvement with ACA to benefit a private interest.

**13. POLITICAL ACTIVITY: DONATIONS**

- 13.1 ACA Representatives may make political donations using their personal funds and/or attend political events, including fundraising events, in a personal capacity.
- 13.2 ACA funds or resources shall not be donated or otherwise used to support any political activity, political party, or candidate including attendance at or donations to fundraising events. Personal funds or resources shall not be donated to a political activity, political party, or candidate on behalf of ACA.

**14. POLITICAL ACTIVITY: USE OF ACA FACILITIES**

- 14.1 ACA Facilities shall not be used for any political activity, including, but not limited to use for the purposes of canvassing, campaigning, making political announcements, touring and other activities. During an election campaign, political parties are not permitted to use ACA facilities as a backdrop or host location for any campaign event or activity.
- 14.2 Elected officials may access ACA facilities for the purpose of carrying out their duties to the elected office provided they do not engage in any political activity and comply with applicable ACA policies and all standard access requirements in place at the facility.
- 14.3 In accordance with the *Election Act (Alberta)*, *Canada Elections Act (Alberta)*, and *Local Authorities Election Act (Alberta)*, ACA facilities may be used for polling stations and for special/mobile polling provided the polling does not interfere with health care delivery and ACA business.
- 14.4 Any other political activity is not permitted in ACA facilities.

**15. POLITICAL ACTIVITY: CANDIDATES FOR ELECTION**

- 15.1 The following ACA Representatives must not be a candidate in a provincial election while serving in their position or appointment with ACA:
  - a) ACA Members;
  - b) the Chief Executive Officer;
  - c) any executive that reports directly to the Chief Executive Officer; and
  - d) any other person so designated by the Chief Executive Officer.

- 15.2 All other ACA Representatives must disclose their candidacy using a Declaration Form in order to manage any real, potential, or apparent conflicts of interest that may arise from being a candidate in an election or serving in an elected office. Upon disclosure, the candidate's Manager, in consultation with the CECO, will determine whether a real, potential, or apparent conflict of interest exists and if so, the appropriate management plan to mitigate or remove the conflict position.
- 15.3 ACA Representatives who are:
- a) elected to the Legislative Assembly of Alberta, the Parliament of Canada, or a municipal office (including school trustee) are required to disclose the elected position using a Declaration Form and to comply with the decision of the CEO to remove or mitigate a real, potential, or apparent conflict position; or
  - b) not elected, and are on an approved leave of absence from ACA, may return to their position or similar position with ACA effective the first day after the election.
- 15.4 ACA Representatives requesting time off to assist in another individual's campaign are required to follow the standard processes for processing and approving paid or unpaid time off (e.g. vacation request, unpaid leave of absence).

## 16. ALLEGED BREACH OF THIS BYLAW: REPORTING

- 16.1 There are three avenues to report an alleged breach of this Bylaw:
- a) **Manager** – Unless their Manager is believed to be involved in the alleged breach, an ACA Representative should report any alleged breach to their Manager. Such a report may be made in a manner which maintains the confidentiality of ACA Representatives but must be in accordance with sections 16.2, 16.3, and 16.4. The Manager must ensure that a written submission of the report is submitted by either the Manager or the ACA Representative to the ACA CECO for consultation or to direct follow-up and/or investigation. If the alleged breach pertains to the Manager, the report should be made to the next highest level of management, human resources contact, or to the professional practice leader.
  - b) **CECO** – If an ACA Representative is unable to report an alleged breach of this Bylaw to his or her Manager (as described above) or to the next highest level of management, the reporter can report the alleged breach to the CECO. Such a report may be made in a manner which maintains the confidentiality of ACA Representatives but must be in accordance with sections 16.2, 16.3, and 16.4. The CECO can be contacted at [complianceofficer@ahs.ca](mailto:complianceofficer@ahs.ca).
  - c) **External Confidential Reporting and Disclosure Service** – If reporting to the Manager or the CECO is not appropriate, the reporter can report the alleged breach through the ACA safe disclosure line at **1-800-661-9675**. The information contained in the report is submitted by the safe disclosure

line to the CECO for follow-up and/or investigation unless the alleged breach involves the CECO, in which case the report must be submitted to the ACA Chair, or such other person or committee of ACA as directed by the ACA Chair.

- 16.2 All initial reports of an alleged breach of this Bylaw can be made confidentially; however, subsequent to the initial report the maintenance of absolute confidentiality may be limited in order to conduct an appropriate and fair investigation.
- 16.3 Reports of alleged breaches of this Bylaw made pursuant to sections 16.1(a), (b) and (c), may require follow-up contact with the reporter in order to conduct an effective investigation of an alleged breach.
- 16.4 Reports of alleged breaches of this Bylaw should be factual rather than speculative and contain as much specific information as possible. Lack of detail and/or anonymous reports may limit ACA's ability to conduct a thorough investigation.
- 16.5 An allegation of a breach of this Bylaw that occurred more than two (2) years prior to the date of the report will generally not be open for review.
- 16.6 ACA retains the authority to review any allegation of an alleged breach that has surpassed the limitation period in section 16.5 if the matter represents a continued or future risk to ACA personnel, the public, patient safety, the integrity and reputation of ACA, and/or to the clinical or business operations of ACA.
- 16.7 All reports received by the CECO (or designate) must be reviewed to determine if they fall under the *Public Interest Disclosure (Whistleblower Protection) Act (Alberta)* prior to any investigation or response taking place.

**17. ALLEGED BREACH OF THIS BYLAW: REPORTING THAT IS FRIVOLOUS OR VEXATIOUS**

- 17.1 ACA Representatives are prohibited from making reports of alleged breaches of this Bylaw which are frivolous or vexatious in nature.
- 17.2 ACA will take all necessary steps to appropriately manage frivolous or vexatious reports of alleged breaches, regardless of whether the report is from an ACA Representative or another person. The CECO may refuse to accept a report if it is deemed frivolous or vexatious as per section 17.3.
- 17.3 The determination of whether a report of an alleged breach is frivolous or vexatious is made by the CECO and ACA General Counsel. If either one of these individuals is not available or if their presence constitutes a conflict of interest or is otherwise not appropriate then the membership will consist of one other ACA Senior Leader. A consensus on the determination is required.
- 17.4 If a report of an alleged breach of this Bylaw is deemed frivolous or vexatious, the CECO is required to promptly notify in writing the individual who made the report

and members of ACA's Executive Leadership Team.

17.5 The CECO must maintain a record of all reports of alleged breaches made under this Bylaw that are deemed frivolous or vexatious. The record shall indicate:

- a) the name of the individual making the report;
- b) the names and positions of individuals who participated in the determination;
- c) the rationale for the determination; and
- d) a copy of the notification to the individual who made the report.

**18. ALLEGED BREACH OF THIS BYLAW: INVESTIGATING AN ACA MEMBER**

18.1 The ACA Chair has authority to investigate an alleged breach of this Bylaw by another ACA Member and any such investigation will be consistent with the principles indicated in sections 21.3 to 21.10 of this Bylaw.

18.2 The CECO has authority to investigate an alleged breach of this Bylaw by the ACA Chair and any such investigation will be consistent with the principles indicated in sections 21.3 to 21.10 of this Bylaw. An exception to this is that any alleged breach by the ACA Chair of their statutory obligations outlined in Part 24 will be investigated by the Ethics Commissioner for Alberta pursuant to the *Conflicts of Interest Act* (Alberta).

18.3 The CECO will notify the Minister of Health of any allegation received by ACA of an alleged breach of this Bylaw by the ACA Chair and the outcome of any investigation in response to such an allegation.

**19. ALLEGED BREACH OF THIS BYLAW: INVESTIGATING THE CHIEF EXECUTIVE OFFICER**

19.1 The ACA Chair, or the CECO as provided for in Section 18, when the ACA Chair and Chief Executive Officer are the same individual, has authority to investigate an alleged breach of this Bylaw by the Chief Executive Officer and any such investigation will be consistent with the principles indicated in sections 21.3 to 21.10 of this Bylaw. An exception to this is that any alleged breach by the Chief Executive Officer of their statutory obligations outlined in Part 24 shall be investigated by the Ethics Commissioner for Alberta pursuant to the *Conflicts of Interest Act* (Alberta).

**20. ALLEGED BREACH OF THIS BYLAW: INVESTIGATING THE CHIEF ETHICS AND COMPLIANCE OFFICER**

20.1 The ACA Chair has authority to investigate an alleged breach of this Bylaw by the CECO and any such investigation will be consistent with the principles indicated in sections 21.3 to 21.10 of this Bylaw.

**21. ALLEGED BREACH OF THIS BYLAW: INVESTIGATING AN EMPLOYEE**

- 21.1 Investigations are conducted by personnel from stakeholder departments. The composition of an investigation team is dependent on the nature of the allegation.
- 21.2 Allegations that are serious, complex or high risk or could potentially have a significant impact on ACA, are referred to the senior designated group within ACA that acts as a steering committee for workplace investigations.
- 21.3 As part of the investigation, and in accordance with applicable laws, legislation, and ACA policies, procedures, and directives, investigators have authority to:
- a) access ACA-owned or operated premises and ACA records; and/or
  - b) examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, equipment, or other storage facilities used for ACA-related activities on ACA-owned or operated facilities. The examination, copying, and/or removal does not require the consent of the individual who might use or have custody of the items or facilities.
- 21.4 ACA Representatives shall cooperate fully with investigators.
- 21.5 At the conclusion of an investigation, an allegation may be forwarded, as required or permitted by applicable law or legislation, to external agencies including, but not limited to, the police, a professional body, and/or a government department.
- 21.6 All investigations under this Bylaw shall be carried out in a timely manner which is consistent with the principles of due diligence, procedural fairness and the requirements of this Bylaw. The principles of procedural fairness for an investigation under this Bylaw include:
- a) investigator(s) will be free of bias;
  - b) respondents will receive reasonable notice of any investigation against them;
  - c) respondents will be provided with a reasonable opportunity to respond to the allegations against them;
  - d) subject to privacy legislation and policy, respondents and the persons alleging breach of this Bylaw will receive written notification of the outcome of the investigation and any systemic recommendations for corrective action that may flow from the investigation and may receive, upon request, written reasons for the outcome; and
  - e) respondents and the persons alleging breach of this Bylaw will have a right of review regarding the outcome any investigation pursuant to Part 23 of this Bylaw.
- 21.7 In the event of a conflict between the timelines of an investigation conducted pursuant to this Bylaw and the timelines of another applicable process, the shorter timeline shall be used.

- 21.8 Information collected during an investigation shall be kept confidential to the extent possible, subject to applicable legislation and ACA policies and procedures. Unauthorized breaches of confidentiality of an investigation may result in disciplinary action up to and including termination of employment, appointment/privileges, contractual, or other relationship with ACA.
- 21.9 Follow-up contact must be conducted in a manner which maintains the confidentiality and anonymity of the reporter, where possible.
- 21.10 Investigation or other actions related to a report of an alleged breach may not be pursued where insufficient information prevents due process, or where the identity of the individual disclosing the alleged breach cannot be confirmed and is required by law in order to proceed.

## **22. FINDING OF A BREACH OF THIS BYLAW**

- 22.1 ACA Representatives found to have committed a breach of this Bylaw may be subject to disciplinary action up to and including termination of employment, appointment, privileges, contractual, or other relationship with ACA.

## **23. REVIEW OF INVESTIGATION FINDINGS**

- 23.1 Where the respondent to an investigation under Part 18 of this Bylaw is an ACA Member (other than the ACA Chair), the findings of the investigation may be appealed to the ACA Chair, or such other person or *ad hoc* committee of Members of the ACA Agency appointed by the ACA Chair. The *ad hoc* committee will not include the ACA Chair or any ACA Member who is a respondent to the investigation.
- 23.2 Where the respondent to an investigation under Part 18 of this Bylaw is the ACA Chair, the findings of the investigation may be appealed to an *ad hoc* committee of Members of the ACA Agency appointed by the ACA Chair. The *ad hoc* committee will not include the ACA Chair.
- 23.3 Where the respondent to an investigation under Part 19 of this Bylaw is the Chief Executive Officer, the findings of the investigation may be appealed to an *ad hoc* committee of Members of the ACA Agency appointed by the ACA Chair. The *ad hoc* committee will not include the ACA Chair.
- 23.4 Where the respondent to an investigation under Part 20 of this Bylaw is the CECO, the findings of the investigation may be appealed to an *ad hoc* committee of Members of the ACA Agency appointed by the ACA Chair. The *ad hoc* committee will not include the Chair of the ACA Chair.
- 23.5 Where the respondent to an investigation under Part 21 of this Bylaw is an ACA employee, the findings of the investigation may be appealed to an *ad hoc* committee appointed by the ACA Agency and must include Members from the ACA Agency and/or ACA Senior Leadership.

**24. STATUTORY PROVISIONS APPLICABLE TO ACA CHAIR CHIEF EXECUTIVE OFFICER**

- 24.1 Part 24 sets out provisions of the *Conflicts of Interest Act* (Alberta) that apply only to the ACA Chair or Chief Executive Officer of ACA.
- 24.2 The *Conflicts of Interest Act* (Alberta) imposes statutory obligations on both the ACA Chair and Chief Executive Officer regarding:
- a) Restrictions on furthering private interests  
[*Conflicts of Interest Act* (Alberta), section 23.925(1)];
  - b) Restrictions on using influence  
[*Conflicts of Interest Act* (Alberta), section 23.925(2)];
  - c) Restrictions on using insider information  
[*Conflicts of Interest Act* (Alberta), section 23.925(3)]; and
  - d) Disclosure of real and apparent conflicts of interest  
[*Conflicts of Interest Act* (Alberta), section 23.925(4)];
- 24.3 The *Conflicts of Interest Act* (Alberta) imposes statutory obligations on only the Chief Executive Officer regarding:
- a) Restrictions on concurrent employment/other offices  
[*Conflicts of Interest Act* (Alberta), section 23.926];
  - b) Restrictions on publicly traded securities [*Conflicts of Interest Act* (Alberta), section 23.93];
  - c) Required disclosures to the Ethics Commissioner for Alberta, including financial disclosures and disclosures of direct associates  
[*Conflicts of Interest Act* (Alberta), section 23.931 and 23.932)]; and
  - d) Post-employment restrictions (12-month restriction on certain activities)  
[*Conflicts of Interest Act* (Alberta), section 23.937)].
- 24.4 Any person to whom Part 24 pertains may contact the Ethics Commissioner for Alberta for advice regarding their disclosure obligations under the *Conflicts of Interest Act* (Alberta).
- 24.5 If there is any inconsistency between the terms of this Bylaw and the *Conflicts of Interest Act* (Alberta), the *Conflicts of Interest Act* (Alberta) shall prevail.
- 24.6 All section numbers and headings that follow in the remainder of Part 24 are taken directly from the *Conflicts of Interest Act* (Alberta). Any terms used in the balance of Part 24 have the meaning given to them in the *Conflicts of Interest Act* (Alberta).

## Excerpts from the *Conflicts of Interest Act* (Alberta)

The entire *Conflicts of Interest Act* (Alberta) is available to the public at 3

### Decisions furthering private interests

**[Section 23.925 applies to both the ACA Chair and any ACA CEO.]**

**[Section 23.925 comes into effect for the ACA Chair on appointment]**

**[Section 23.925 will come into effect for any new ACA Chair or an ACA CEO immediately upon their appointment]**

**23.925(1)** A senior official breaches this Part if he or she takes part in a decision in the course of carrying out his or her office or powers knowing that the decision might further a private interest of the senior official, a person directly associated with the senior official or the senior official's minor or adult child.

**(2)** A senior official breaches this Part if the senior official uses his or her office or powers to influence or to seek to influence a decision to be made by or on behalf of the Crown or a public agency to further a private interest of the senior official, a person directly associated with the senior official or the senior official's minor child or to improperly further any other person's private interest.

**(3)** A senior official breaches this Part if he or she uses or communicates information not available to the general public that was gained by the senior official in the course of carrying out his or her office or powers to further or seek to further a private interest of the senior official or any other person's private interest.

**(4)** A senior official breaches this Part if the senior official fails to appropriately or adequately disclose a real or apparent conflict of interest.

### Concurrent employment

**[Section 23.926 applies to the ACA CEO.]**

**[Section 23.926 will also apply for any ACA CEO when they are reappointed, when their contract is extended or renewed, whichever comes first]**

**[Section 23.926 will come into effect for the ACA CEO immediately upon their appointment]**

**23.926(1)** If any of the following senior officials is involved in any appointment, business, undertaking or employment, including self-employment, other than the appointment, business, undertaking or employment that is subject to this Act, that senior official breaches this Part:

- (a) a chief executive officer;
- (b) a chair whose position has been designated for the purposes of section 23.921(4)(b);
- (c) a person holding a position identified under section 23.921(3)(c), if that position has been designated for the purposes of section 23.921(4)(b).

(2) A person referred to in subsection (1) may apply to the Ethics Commissioner for approval in writing to engage in an appointment, business, undertaking or employment, including self-employment, other than the appointment or employment that is subject to this Act.

(3) The Ethics Commissioner may provide approval in writing on any conditions that the Ethics Commissioner considers to be appropriate if the Ethics Commissioner is satisfied that the appointment, business, undertaking or employment proposed in an application under subsection (2) will not constitute a real or apparent conflict of interest.

(4) Subsection (1) does not apply if the Ethics Commissioner approves the application referred to in subsection (2) in writing and the person referred to in subsection (1) complies with the conditions, if any, that the Ethics Commissioner has included in the approval.

### **Restriction on holdings**

**[Section 23.93 applies to the ACA CEO.]**

**[Section 23.93 will come into effect for the ACA CEO if they are reappointed, when their contract is extended or renewed, whichever comes first.]**

**[Section 23.93 will come into effect for any new ACA CEO immediately upon their appointment.]**

**23.93(1)** A designated senior official breaches this Part if he or she, after the expiration of the relevant period referred to in subsection (7), owns or has a beneficial interest in publicly-traded securities.

(2) Subsection (1) does not apply if

- (a) the publicly-traded securities are held in a blind trust approved under subsection (4) or in an investment arrangement approved under subsection (5),
- (b) prior to the expiration of the relevant period referred to in subsection (7), the designated senior official applies to the Ethics Commissioner for approval to retain ownership of or a beneficial interest in the publicly-traded securities and either obtains the Ethics Commissioner's approval or, if the approval is refused, takes any steps that the Ethics Commissioner directs with respect to the disposition of the ownership or beneficial interest, or
- (c) after the expiration of the relevant period referred to in subsection (7), the designated senior official acquires ownership of or a beneficial interest in publicly-traded securities with the prior approval of the Ethics Commissioner.

(3) The Ethics Commissioner may give an approval

- (a) under subsection (2)(b) or (c) if the Ethics Commissioner is of the opinion that the publicly-traded securities are securities of a corporation the interests of which are not likely to be affected by decisions of the public agency or by decisions of the Government within the scope of advice, advocacy, activity or influence of the public agency, or
- (b) under subsection (2)(b) if the Ethics Commissioner is of the opinion that the designated senior official will sustain a financial loss if the publicly-traded securities are disposed of and the public interest does not require disposition of the publicly-traded securities.

(4) The Ethics Commissioner may approve the retention of publicly-traded securities to be held in a blind trust if the blind trust will meet the criteria set out in section 20(4).

(5) The Ethics Commissioner may approve the retention of publicly-traded securities to be held in an investment arrangement if the investment arrangement will meet the criteria set out in section 20(5).

(6) An approval or direction given by the Ethics Commissioner under this section may be given subject to any conditions determined by the Ethics Commissioner.

(7) For the purposes of subsections (1) and (2),

(a) the relevant period is

(i) in the case of a person who becomes a designated senior official after the coming into force of this section, 60 days after becoming a designated senior official or any longer period that the Ethics Commissioner directs, or

(ii) in the case of a person who is a designated senior official when this section comes into force, 60 days after the coming into force of this section or any longer period that the Ethics Commissioner directs,

or

(b) with respect to a designated senior official who acquires ownership of or a beneficial interest in publicly-traded securities by gift or inheritance, the relevant period is 60 days after receiving the gift or inheritance or any longer period that the Ethics Commissioner directs.

(8) For greater certainty, the Ethics Commissioner may, during the Ethics Commissioner's first review of disclosure statements, returns and holdings under this Part, direct that a relevant period set out in subsection (7) be extended for administrative reasons.

## Disclosure statements

**[Section 23.931 applies to the ACA CEO.]**

**[Section 23.931 will apply for the ACA CEO if they are reappointed, when their contract is extended or renewed, whichever comes first.]**

**[Section 23.931 will come into effect for any new ACA CEO immediately upon their appointment.]**

**23.931(1)** Every designated senior official shall file with the Ethics Commissioner a disclosure statement in the form and manner determined by the Ethics Commissioner

(a) within 60 days after

(i) becoming a designated senior official, in the case of a person who becomes a designated senior official after the coming into force of this section, or

- (ii) the coming into force of this section, in the case of a person who is a designated senior official when this section comes into force,

and

- (b) in each subsequent year at the time specified by the Ethics Commissioner.

(2) A designated senior official shall, within 30 days after the occurrence of any material changes to the information contained in a current disclosure statement, file with the Ethics Commissioner an amending disclosure statement in the form provided by the Ethics Commissioner setting out the changes.

(3) Section 12(a) to (d) apply for the purpose of establishing the contents of and additional time requirements for the disclosure statements referred to in subsection (1).

### **Returns relating to persons directly associated**

**[Section 23.932 applies to the ACA CEO.]**

**[Section 23.932 will apply to the ACA CEO when they are reappointed, when their contract is extended or renewed whichever comes first.]**

**[Section 23.932 will come into effect for any new ACA CEO immediately upon their appointment.]**

**23.932(1)** Every designated senior official shall file with the Ethics Commissioner a return relating to persons directly associated with the designated senior official, in a form and manner determined by the Ethics Commissioner,

- (a) within 60 days after

- (i) becoming a designated senior official in the case of a person who becomes a designated senior official after the coming into force of this section, or

- (ii) the coming into force of this section, in the case of a person who is a designated senior official when this section comes into force,

- (b) within 30 days after the occurrence of any material change in the information contained in a current return, and

- (c) within 30 days after the day he or she ceases to be a designated senior official.

(2) Section 15(1)(a) and (b) and (2) apply for the purpose of establishing the contents of a designated senior official's returns and additional time requirements for a designated senior official's returns under this section.

(3) On receipt of a return under this section, the Ethics Commissioner shall provide a copy of the return

- (a) in the case of a return concerning any designated senior official other than the chief executive officer or chair, to the chief executive officer or, if no chief executive officer exists, to the chair,

- (b) in the case of a return concerning the chief executive officer, to the chair or, if no chair exists, to the responsible Minister, and
- (c) in the case of a return concerning the chair, to the responsible Minister.

## **Post-employment restrictions**

**[Section 23.937 applies to the ACA CEO.]**

**[Section 23.937 will also apply to the ACA CEO when they are reappointed, when their contract is extended or renewed whichever comes first.]**

**[Section 23.937 will come into effect for any new ACA CEO immediately upon their appointment.]**

**23.937(1)** No former designated senior official shall, for a period of 12 months from the last day the former designated senior official held a position referred to in section 23.92(1)(d), lobby as defined in the *Lobbyists Act* any public office holder as defined in the *Lobbyists Act*.

**(2)** No former designated senior official shall, for a period of 12 months from the last day the former designated senior official held a position referred to in section 23.92(1)(d), act on a commercial basis or make representations on his or her own behalf or on behalf of any other person in connection with any ongoing matter in connection with which the former designated senior official, while a designated senior official, directly acted for or advised a department or public agency involved in the matter.

**(3)** No former designated senior official shall, for a period of 12 months from the last day the former designated senior official had a direct and significant official dealing with a department or public agency, make representations with respect to a contract with or benefit from that department or public agency.

**(4)** No former designated senior official shall, for a period of 12 months from the last day the former designated senior official had a direct and significant official dealing with a department or public agency, solicit or accept on his or her own behalf a contract or benefit from that department or public agency.

**(5)** No former designated senior official shall, for a period of 12 months from the last day the former designated senior official had a direct and significant official dealing with an individual, organization, board of directors or equivalent body of an organization, accept employment with that individual or organization or an appointment to the board of directors or equivalent body.

**(6)** Nothing in this section restricts a designated senior official or former designated senior official from being appointed to the board of directors or a governing body of another public agency.

**(7)** Nothing in this section restricts a designated senior official or former designated senior official from accepting employment with a department of the public service or a public agency in accordance with Part 1 of the *Public Service Act*.

**25. EFFECTIVE DATE**

These Bylaws are approved by the Sector Minister to be effective from and after February 1<sup>st</sup>, 2025.

**APPROVED** and adopted by Acute Care Alberta Agency.



Dr. Chris Eagle, Chair, Acute  
Care Alberta

**APPROVED** by the Sector Minister.



The Honourable Adriana LaGrange,  
Sector Minister