

**SUBJECT**                      **Confidentiality Policy**

NOTE: This is a joint policy of the Chief Privacy Officers' Working Group and shall not be modified except by agreement of that group.

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**INTRODUCTION**

Each of the Regional Health Authorities, FacilicorpNB and Ambulance NB, as health system partners (herein referred to as the "Partners") is committed to collecting, using, disclosing and disposing of confidential information including personal information (PI) and personal health information (PHI) entrusted to us in a manner that is accurate, confidential, secure and private.

**OBJECTIVE**

To establish obligations for the handling of confidential information by the Partners' employees and non-staff personnel, and promote compliance by seeking the signing of the Confidentiality – Declaration of Understanding.

**SCOPE**

This Policy applies wherever the Partners' employees or non-staff personnel are engaged in activities where such individuals may have access to confidential information including PI and PHI.

**LEGISLATIVE REQUIREMENTS**

The Partners are subject to and must comply with the *Right to Information and Protection of Privacy Act (RTIPPA)* and the *Personal Health Information Privacy and Access Act (PHIPAA)* and their regulations.

**DEFINITIONS**

**"confidential information"** includes, but is not limited to, the following information types:

- Personal information (PI)
- Personal health information (PHI)
- Sensitive / proprietary information (i.e., administrative information documented in personal notebooks / diaries)
- Human Resources / Payroll
- Legal
- Financial

**"non-staff personnel"** includes, but is not limited to, agents, board members, students, volunteers, physicians, consultants, third-party service providers, external professionals or experts contracted to offer a service and vendors, demonstrating, installing or servicing equipment, software applications or hardware

**"personal health information"** means identifying information about an individual in oral or recorded form if the information:

- (a) relates to the individual's physical or mental health, family history or

- health care history, including genetic information about the individual,
- (b) is the individual's registration information, including the Medicare number of the individual,
  - (c) relates to the provision of health care to the individual,
  - (d) relates to information about payments or eligibility for health care in respect of the individual, or eligibility for coverage for health care in respect of the individual,
  - (e) relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any body part or bodily substance,
  - (f) identifies the individual's substitute decision-maker, or
  - (g) identifies an individual's health care provider.

**"personal information"** means recorded information about an identifiable individual, including but not limited to,

- (a) the individual's name,
- (b) the individual's home address or electronic mail address or home telephone or facsimile number,
- (c) information about the individual's age, gender, sexual orientation, marital status or family status,
- (d) information about the individual's ancestry, race, colour, nationality or national or ethnic origin,
- (e) information about the individual's religion or creed or religious belief, association or activity,
- (f) personal health information about the individual,
- (g) the individual's blood type, fingerprints or other hereditary characteristics,
- (h) information about the individual's political belief, association or activity,
- (i) information about the individual's education, employment or occupation or educational, employment or occupational history,
- (j) information about the individual's source of income or financial circumstances, activities or history,
- (k) information about the individual's criminal history, including regulatory offences,
- (l) the individual's own personal views or opinions, except if they are about another person,
- (m) the views or opinions expressed about the individual by another person, and
- (n) an identifying number, symbol or other particular assigned to the individual.

## **POLICY STATEMENT**

1. The Partners are committed to protecting the confidentiality and privacy of personal information, and personal health information in their custody or control.
2. Employees and non-staff personnel must access personal information and/ or personal health information, on a need-to-know basis only, and as defined or required by their role within their organization.
3. As an employee or as non-staff personnel, one may see, hear or be given access to confidential or sensitive information about employees, patients, and the operations of the Partners. Such information is to be held in strict confidence and is not to be disclosed or discussed with anyone other than those authorized to receive such information, in the course of performing their duties.
4. Access to the Partners' records and information by employees and non-

staff personnel is a privilege. Access is granted only for the purpose of performing employment duties, or conducting business as per a contract or agreement. Employees and non-staff personnel are strictly prohibited from accessing records and information to which they are not entitled within the scope of their duties.

## **PROCEDURE**

1. This policy must be reviewed with all employees and non-staff personnel who may have access to confidential information within the scope of their work related duties or contract / agreement.
2. Confidential information includes, but is not limited to, information concerning employees, patients, personal matters, and matters related to administration, finance, payroll and Human Resources.
3. This policy must be reviewed by managers with all employees at the time of hire and on an annual basis, during the annual performance review. All employees, at the time of hire, and on an annual basis, must sign a Confidentiality - Declaration of Understanding, (Appendix "A") which will be sent to Human Resources.
4. All non-staff personnel must also sign a Confidentiality - Declaration of Understanding and this policy must be reviewed at the time of signing and if applicable, every two years thereafter.
5. In the case of non-staff personnel, the original signed Confidentiality - Declaration of Understanding shall be kept with the contract between such non-staff personnel and the Partners. The CPO's will annually review a percentage of the contracts with non-staff personnel to ensure they contain a signed copy of the Confidentiality - Declaration of Understanding. In all other cases, the original signed Confidentiality - Declaration of Understanding will be kept in the employee's personnel file.
6. Any breach or suspected breach of this policy, such as unauthorized access, collection, use or disclosure, must be reported immediately to the appropriate manager, who shall in turn, notify the CPO for the Partner(s). Depending on the nature or seriousness of the suspected privacy breach, the CPO will determine the necessary follow-up.
7. Violation of this policy may result in disciplinary action, up to and including termination. In the case of non-staff personnel, violation of this policy may result in the termination of negotiations of a potential contract, or of an existing contract with the Partner(s), and may result in legal action.

## **ACCOUNTABILITIES**

The CEOs are responsible for promoting an awareness of the requirements of this policy within their organization. This responsibility has been delegated:

The Chief Privacy Officer of each organization is responsible for providing leadership on privacy/ confidentiality matters and for:

- promoting privacy/confidentiality awareness,
- acting as an expert resource to other parts of the organization and to business partners regarding privacy and confidentiality related matters,
- investigating privacy/breach of confidentiality complaints.

**REFERENCES AND  
ASSOCIATED  
DOCUMENTS**

- *Right to Information and Protection of Privacy Act (RTIPPA)*
- *Personal Health Information Protection and Access Act (PHIPAA)*
- Corporate Privacy Policy
- Privacy Breach Policy
- Confidential Information Sharing Policy

**INQUIRIES**

For more information on this Policy, please contact the Chief Privacy Officer for **FacilicorpNB**, Kelly Steeves, at (506) 663-2500.

## Appendix A

### Confidentiality - Declaration of Understanding

During my association with \_\_\_\_\_ (FacilicorpNB, AmbulanceNB, the Vitalité Health Network or the Horizon Health Network), I will have access to information and documents of a private and confidential nature.

It is my responsibility to:

1. respect the policies and procedures related to privacy and the protection of personal information including personal health information.
2. treat all administrative, financial, patient/client, employee and other records as confidential information, and to protect them to ensure full confidentiality;
3. respect the privacy and dignity of patients/clients, employees and others;
4. not repeat, disclose or confirm any information revealed by the patient/client/employee, including:
  - the nature of the illness, its cause and treatment,
  - everything divulged to describe the illness,
  - the reactions of the patient/client/employee, his/her conduct,
  - his/her financial state, domestic life, or any personal information,
  - all the records accumulated during the course of treatment/interaction,
  - and any information leading to the identification of the patient/client/employee, unless there is a legitimate purpose related to my association with my employer;
5. ensure that I do not inappropriately access, use, or disclose confidential information;
6. access only information required for my job purposes;
7. access my own health information only through Health Records or the designated custodian of my information;
8. protect my user name and password;
9. access, process and transmit confidential information using only authorized hardware, software, or other authorized equipment;
10. not release any data / information to a third party unless authorized to do so.

I understand:

1. that \_\_\_\_\_ (FacilicorpNB, AmbulanceNB, the Vitalité Health Network or the Horizon Health Network) will conduct periodic audits to ensure compliance with this agreement, its confidentiality and privacy policies;
2. that if I am granted electronic inter-zone access to information, the same principles apply to all accesses;
3. to abide by the conditions outlined in this agreement, and that they will remain in force even if I cease to have an association with \_\_\_\_\_ (FacilicorpNB, AmbulanceNB, the Vitalité Health Network or the Horizon Health Network);
4. that disciplinary action up to and including loss of privileges, termination of employment, termination of a contract, or similar action appropriate to my association with \_\_\_\_\_ could occur for any breach of privacy or confidentiality that may result from my actions, including disregard for the responsibilities listed above and other reasonable measures that I should be taking in carrying out my daily activities.

By signing, I confirm that I have read and fully understand the above noted document.

Name (print)	Signature	Date
Name of witness (print)	Signature	Date