

PRIVACY (CLIENTS & MEMBERS)

POLICY

SEOCHC is committed to respecting our clients' and members' privacy and has prepared this Policy Statement to outline our policy and practices concerning the collection, use and disclosure of Personal Information.

This Policy Statement governs Personal Information collected from and about individuals who are or may become Clients or SEOCHC Members and those other individuals outside of SEOCHC with whom we work. It does not govern Personal Information that SEOCHC collects from and about our employees or volunteers, the protection of which is governed by *Privacy: Employees, Students & Volunteers*. This policy also does not cover aggregated data from which the identity of an individual cannot be determined. SEOCHC retains the right to use such aggregated data in any way that it determines appropriate.

In the event of questions about access to Personal Information and/or SEOCHC's collection, use, management or disclosure of Personal Information, please contact:

Privacy Officer
South-East Ottawa Community Health Centre
1355 Bank Street, Suite 600
Ottawa, ON K1H 8K7

E-mail: privacy@seochc.on.ca
Tel: 613-737-5115 ext. 2402
Fax: 613-739-8199

THE COLLECTION, USE & DISCLOSURE OF PERSONAL INFORMATION

For the purposes of this Policy:

"Client" means an individual who may use or has previously used the services of SEOCHC;

"Member" means any person who is a Member of SEOCHC, or who has submitted an application to become a Member

"Personal Information" means any information, recorded in any form, about an identified individual, or an individual whose identity may be inferred or determined from such information.

When a Client or Member provides Personal Information to SEOCHC, it means that they agree and consent that we may collect, use and disclose this Personal Information in accordance with

this Privacy Policy. If a Client or Member does not agree with these terms, they are requested not to provide any Personal Information to the Centre. Unfortunately, certain services can only be offered if Personal Information is provided to the Centre. Consequently, if a Client chooses not to provide us with any required Personal Information, SEOCHC may not be able to offer those services to that Client.

SEOCHC uses the Personal Information provided verbally or in writing by Clients and Members in order to:

- a. Provide Clients with medical services and treatments;
- b. Provide counselling services to Clients;
- c. Provide Clients with personal and community health promotion services;
- d. Provide Clients with mental health treatment, rehabilitation and support services;
- e. Manage our relationship with Clients;
- f. Manage our relationship with Members;
- g. Meet any legal or regulatory requirement; and
- h. Such other purposes consistent with the foregoing purposes.

SEOCHC's use of Personal Information will be limited to these purposes only. The Centre will not sell, trade, barter or exchange for consideration any Personal Information it has obtained. Unless permitted by law, no Personal Information will be collected about a Client or Member without first obtaining the consent of the individual to the collection, use and dissemination of that information.

Personal Information will be collected, to the extent possible, directly from the individual concerned.

In order to meet Client needs, Personal Information provided by Clients may be shared between personnel of the various service areas of the Centre.

Where a Client is referred or transferred to an external service provider, the Client's written consent will be obtained prior to disclosing the Client's Personal Information.

SEOCHC may disclose Personal Information of Clients and Members to organizations or individuals that perform services on behalf of the Centre. Using contractual or other arrangements, the Centre shall ensure that agents, contractors or third party service providers, who may receive Personal Information in the course of providing services to SEOCHC, agree to use such information solely for the purposes of providing services to SEOCHC and under the instruction of SEOCHC and, with respect to that information, to act in a manner consistent with

the relevant principles articulated in this Policy. Contractors and third party service providers will be required to sign an Agreement to Protect Privacy of Personal Information.

There are circumstances where the use and/or disclosure of Personal Information may be justified or permitted or where SEOCHC is obliged to disclose information *without* consent. Such circumstances may include:

- a. When required by law or by order or requirement of a court, administrative agency or other governmental tribunal;
- b. When the Centre believes, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- c. When it is necessary to permit the Centre to pursue available remedies or limit any damages that the Centre may sustain; or
- d. When the information is public.

When obliged or permitted to disclose information without consent, SEOCHC will not disclose more information than is required.

CONSENT

SEOCHC will obtain the consent of the Client prior to collection, use or disclosure of Personal Information. Whenever possible, the consent will be obtained in writing when the Client is first registered and/or enrolled to receive service. Consent will be informed: that is, the Client will receive information about

- a. the Centre's policy concerning confidentiality,
- b. the types of Personal Information that we collect and how we use it,
- c. the circumstances under which information may be disclosed to a third party,
- d. the consequences for a Client who chooses not to provide Personal Information,
- e. how to access to the Centre's Privacy Policies,
- f. the means by which Clients may access the Personal Information entrusted to us, and
- g. the means by which consent to share Personal Information may be revoked.

The following is the recommended statement of consent:

" ... I am aware of South-East Ottawa CHC's Privacy Policy and I understand how the Centre may collect, use and/or disclose my personal information. I give consent to South-East Ottawa CHC to collect and use my personal information for the purpose of providing me with health

and/or social services, by the Centre and any organization authorized by me, in a manner consistent with the Centre's Privacy Policy. I understand that, except in the six circumstances listed above, my information will not be shared with third parties without my express written consent. I understand that my consent is valid during the period that I am receiving care or services from South-East Ottawa CHC unless I choose to withdraw my consent through written notice..."

Clients have the right to withdraw their consent to the collection, use and/or disclosure of Personal Information at any time by providing written notice to the service provider. The written notice shall be signed and dated by the Client and shall specify which Personal Information may no longer be collected, used or shared and under what circumstances. The provider will fully inform the Client of any consequences arising from the withdrawal of consent. The provider will file the written notice in the Client's record. Clients who wish to withdraw their consent to share their Personal Information with the Ministry may do so by communicating directly with the Ministry of Health & Long Term Care (at 1-888-218-9929).

When consent is not obtained in writing, personnel will document information that supports or establishes consents that may take the form of an oral statement, by conduct, or by necessary implication by the Client.

ACCURACY

SEOCHC will endeavour to ensure that any Personal Information provided by its Clients and Members and in its possession is as accurate, current and complete as necessary for the purposes for which the Centre uses that data. However, information contained in files that have been closed will not be actively updated or maintained.

RETENTION

SEOCHC will retain Personal Information for as long as the Centre believes it is necessary to fulfil the purpose for which it was collected. All Client records shall be retained in accordance with the Records Retention Schedule described in the policy *Retention of Client, Employee & Corporate Records*.

SECURITY

SEOCHC will maintain appropriate physical, procedural and technical security with respect to its offices and information storage facilities in order to prevent any loss, misuse, unauthorized access, disclosure, or modification of Personal Information.

SEOCHC will protect Personal Information by restricting access to it to personnel that the management of the Centre has determined need to know that Information in order that the Centre may provide its services. Any misuse of Personal Information will be treated as a serious offence for which disciplinary action will be taken.

- a. All hard copy Personal Information will be kept in a locked room or cabinet in the control of SEOCHC
- b. Client charts and other documents containing Personal Information that are used during the provision of services will be returned to the secure central storage at each site before the end of each day.
- c. Access to electronic Personal Information will be controlled via password protection and access will be limited to only personnel involved in the provision of services by SEOCHC.
- d. Any Personal Information that is stored offsite shall be kept in locked room or cabinet with access given only to authorized SEOCHC personnel.

ACCESS TO PERSONAL INFORMATION

SEOCHC will permit access to and review of Personal Information held by the Centre about a Client by Authorized Persons. Under this protocol an “Authorized Person” is defined as:

- a. the Client from whom Personal Information has been collected,
- b. the parent or legal guardian of a Client who is under the age of 16 years,
- c. the executor or administrator of the estate of a Client who is now deceased.

When an Authorized Person requests access to Personal Information or records concerning the Client, the request shall be in writing and contain the following:

- a. A description of what information or record is requested.
- b. The signature of the Authorized Person.
- c. The signature of a witness to the Authorized Person’s signature
- d. The date the written request was signed.

Authorized access to Personal Information or records concerning the Client shall be fully documented, as follows:

- a. The original of the written request shall be placed with the Client’s record.
- b. A notation of the written request shall be placed with the Client’s record.
- c. A notation shall be made in the Client’s record stating:
 - i) What information or record was disclosed.
 - ii) When the information or records were disclosed.

- iii) By whom the information or records were disclosed.
- d. Records shall be provided free of charge, unless the whole chart is requested and then a fee may be charged.
- e. Before records are copied, each page must be numbered.

SEOCHC reserves the right to decline access to Personal Information where the information requested

- a. would disclose the Personal Information of another individual or of a deceased individual;
- b. is subject to solicitor-client or litigation privilege;
- c. could reasonably result in
 - serious harm to the treatment or recovery of the individual concerned;
 - serious emotional harm to the individual or another individual; or
 - serious bodily harm to another individual;
- d. may harm or interfere with law enforcement activities and other investigative or regulatory functions of a body authorized by statute to perform such functions;
- e. is not readily retrievable and the burden or cost of providing would be disproportionate to the nature or value of the information;
- f. does not exist, is not held, or cannot be found by the Centre.

Where information will not or cannot be disclosed, the individual making the request will be provided with the reasons for non-disclosure.

Where information will be disclosed, SEOCHC will endeavor to provide the information in question within a reasonable time and no later than 30 days following the request.

SEOCHC will not respond to repetitious or vexatious requests for access. In determining whether a request is repetitious or vexatious, it will consider such factors as the frequency with which information is updated, the purpose for which the information is used, and the nature of the information.

To guard against fraudulent requests for access, SEOCHC will require sufficient information to allow it to confirm the identity of the person making the request before granting access or making corrections.

If an individual believes any Personal Information concerning that individual is not correct, that person may request an update of that information by sending a request to the person indicated in [Section 1](#) of this policy. SEOCHC reserves the right not to change any Personal Information but will append any alternative text the individual concerned believes appropriate. An individual

may also request that the Centre delete an individual's Personal Information from SEOCHC's system and records. However, due to technical constraints and the fact that the Centre backs up its systems, Personal Information may continue to reside in SEOCHC's systems after deletion. Individuals, therefore, should not expect that their Personal Information would be completely removed from SEOCHC's systems in response to an accepted request for deletion.

Access to Personal Information by Authorized Persons is permitted with the following precautions:

- a. Because records may be difficult to read and interpret and may mislead or alarm a Client or an Authorized Person, the Authorized Person shall be encouraged to review the records in the presence of a provider so that the information can be explained. The Authorized Person may find this explanation sufficient without obtaining copies of the records.
- b. Although an Authorized Person may read the original without access to a provider who can explain or interpret the Personal Information, a member of staff must be present nevertheless to ensure that no records are altered or removed

Access to Personal Information by Authorized Persons shall not be reasonably denied *except* under the following circumstances:

- a. There may be special circumstances, which warrant withholding information or records concerning a client under 16 from the client's parent or guardian. In these cases the provider shall decide if the information and records shall be released.
- b. A parent or guardian of a child who is 16 years or older shall not be permitted access to any information or records concerning that child without the written consent of the Client.
- c. Where a provider believes that releasing the records or information from the record will likely cause significant harm to the client or to a third party, no records or information shall be released until legal advice is obtained.

DISPOSAL OF PERSONAL INFORMATION:

- a. All personal health information records that are in the custody or control of SEOCHC shall be shredded and disposed of in a secure manner.
- b. Electronic files will be deleted and paper files will be shredded when they no longer need to be retained.
- c. Confidentiality shall be maintained during disposal or destruction of personal health information.

NOTICE OF THEFT, LOSS OR UNAUTHORIZED ACCESS TO INFORMATION:

By law, a Client must be notified whenever there has been an unauthorized disclosure of their Personal Information via theft, loss or unauthorized access. If this occurs, the following steps should be taken:

Once an employee learns that a client file or other information has been used or disclosed without authorization, he/she immediately notifies the program manager.

- a. The Manager immediately notifies the Privacy Officer.
- b. The Privacy Officer immediately notifies the Executive Director.
- c. The Privacy Officer and the Manager meet as soon as possible with the employee to review the situation.
- d. The Privacy Officer contacts the client by phone within 5 working days.
- e. The Privacy Officer sends a registered letter to the client within 10 working days explaining the unauthorized use or disclosure and the steps that have been taken subsequent to the use or disclosure.
- f. This letter is copied to the Executive Director.
- g. A copy of the letter is placed in the client file.

NOTICE TO THE PUBLIC:

A notice shall be prominently displayed at SEOCHC main site (1355 Bank Street, Suite 600) and at the Better Beginnings Better Futures satellite (1485 Heatherington Road, Unit 22) and brochures readily available, which notify the public about the following:

- a. A description of SEOCHC's information practices.
- b. The contact information for SEOCHC's Privacy Officer and the Information & Privacy Commissioner/Ontario.
- c. A description of the procedure for clients to access their health information.
- d. A description of the procedure for making a complaint to SEOCHC and/or the Information & Privacy Commissioner/Ontario regarding a breach of privacy legislation.

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