

XYZ HHA Privacy Policy

CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION (PHI)

1.0 PURPOSE:

To ensure that personal health information is protected so that individuals are not afraid to seek health care or to disclose sensitive information to health professionals.

To also ensure that personal health information is protected during its collection, use, disclosure, storage and destruction within XYZ, Inc. (hereinafter "XYZ") in accordance with the provisions of state and federal regulations.

2.0 DEFINITIONS:

2.1. **Personal health information** means all information, recorded or exchanged verbally about an identifiable individual that relates to:

2.1.1 The individual's health, or health care history, including genetic information about the individual or the individual's family.

2.1.2 Conduct or behavior which may be a result of illness or the effect of treatment.

2.1.3 The provision of healthcare to the individual. Individuals include co-workers or families of co-workers when they are patients of XYZ.

2.1.4 Payment for health care provided to the individual, and includes:

- i. The Personal Health Identification Number and any other identifying number, symbol or particular assigned to an individual, and
- ii. Any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.

2.1.5 The patient's personal information, including financial position, home conditions, domestic difficulties or any other private matters relating to the patient which have been disclosed to staff or persons associated with XYZ.

2.2 **Compliance Officer** - an employee, designated by XYZ, whose responsibilities include dealing with requests from individuals who wish to examine and copy or to correct personal health information collected and maintained by XYZ and facilitating XYZ's compliance with applicable state and federal law.

2.3 **Persons Associated with XYZ**— includes all employees, and members of the Board of Directors of XYZ, contracted individuals,

volunteers, students, information managers, or agents of any of the above.

2.4 Information Manager means an individual, corporate organization, business, or association that processes, stores or destroys personal health information for XYZ, or provides information management or information technology for XYZ.

3.0 POLICY:

3.1 All XYZ employees and Persons Associated with XYZ are responsible for protecting the security of all personal health information (oral or recorded in any form) that is obtained, handled, learned, heard or viewed in the course of his or her work or association with XYZ.

3.2 Personal health information shall be protected during its collection, use, storage and destruction within XYZ.

3.3 Use or disclosure of personal health information is acceptable only in the discharge of one's responsibilities and duties (including reporting duties imposed by legislation) and based on the need to know. Discussion regarding personal health information shall not take place in the presence of persons not entitled to such information or in public places (elevators, lobbies, cafeterias, off premises, etc.)

3.4 The execution of a Personal Health Information Pledge of Confidentiality ("Confidentiality Pledge") attached hereto as Appendix A-1 is required as a condition of employment or contract or association or appointment with XYZ. All XYZ employees and Persons Associated with XYZ shall sign the Confidentiality Pledge at the commencement of their relationship with XYZ. The Confidentiality Pledge shall also be signed each time there is a substantial change in an individual's position, as determined by the department, program or division responsible for the individual. Discretion is also available to require a re-signing of a Confidentiality.

3.5 Unauthorized use or disclosure of confidential information shall result in a disciplinary response up to and including termination of employment or contract or association or appointment. A person convicted of an offense may be required to pay a fine as provided by law. A confirmed breach of confidentiality may be reported to the individual's professional regulatory body.

3.6 All individuals who become aware of a possible breach of the security or confidentiality of personal health information shall follow the procedures outlined in Section 5.0 below.

4.0 PLEDGE PROCEDURE:

4.1 All employees of XYZ as a condition of employment, shall sign a Confidentiality Pledge. The administration of this pledge shall be handled by XYZ employee's supervisor and the original forwarded to the employee's file.

4.2 All XYZ students, registered in educational programs, as a condition of utilizing XYZ's resources to learn, shall sign a Confidentiality Pledge. The administration of this pledge shall be handled by designated staff and the original shall be retained within XYZ at a place designated by XYZ Compliance Officer.

4.3 All volunteers shall sign a Confidentiality Pledge. The administration of this pledge shall be handled by the Volunteer Services Department of XYZ and the original retained in Volunteer Services of XYZ.

4.4 All persons contracted under a Purchase Service Agreement, as a condition of acceptance of the contract, shall sign a Purchase Service Agreement that provides, *inter alia*, for protection of confidential information including personal health information. The administration of this agreement shall be handled by the department responsible for the agreement and shall retain the original.

4.5 All contractors engaged in providing a service for XYZ, where the service provided would expose them to confidential information shall sign a Confidentiality Pledge. The administration of this pledge shall be handled by the contracting department and the original retained in that department.

4.6 All XYZ Board Members shall sign a Confidentiality Pledge. The administration of this pledge shall be handled by the Administrator who shall retain the original.

4.7 All agents of XYZ, who are regularly associated with XYZ, shall sign a Confidentiality Pledge. The administration of this pledge shall be handled by the personnel department and the original retained in personnel.

4.8 All employees of other agencies, who regularly associate with XYZ, shall sign a Confidentiality Pledge. The administration of this pledge shall be handled by the Department with whom the agency has an association and the original retained in that Department.

4.14 All information managers shall sign an agreement that provides, *inter alia*, for protection of personal health information. The administration of this agreement shall be handled by the department responsible for retaining the information manager. The department shall retain the original.

5.0 PROCEDURE IF A BREACH IS ALLEGED:

5.1 An allegation of a breach of confidentiality of personal health information may be made to any staff member or volunteer of XYZ. Any individual receiving an allegation of a breach of confidentiality, or having knowledge or a reasonable belief that a breach of confidentiality of personal health information may have occurred, shall immediately notify his/her supervisor or where this is not possible, shall notify XYZ Compliance Officer, or designate. The person so notified shall in turn, notify the supervisor of the alleged violator of this policy.

5.2 The Supervisor and/or Personnel, in consultation with the Compliance Officer, or designate, shall decide whether to proceed with an investigation. It may be decided that a complaint does not require investigation if, after consultation, the consultees are of the opinion that:

5.2.1 the length of time that has elapsed since the date that the subject matter of the complaint arose makes an investigation no longer practicable or desirable;

5.2.2 the subject matter of the complaint is trivial or the complaint is not made in good faith or is frivolous; or

5.2.3 the circumstances of the complaint do not require investigation.

5.3 If the decision is made to proceed with an investigation, it shall be the responsibility of the supervisor, in consultation with a Compliance Officer, or designate, to investigate the allegation (this process will include obtaining the alleged violator's version of events), consult with the appropriate resources, document findings and make a determination as to whether there has been a breach of confidentiality of personal health information.

5.4 If it is determined that a breach of confidentiality of personal health information has occurred disciplinary action shall be taken. Such action may include termination of employment or contract or association or appointment with XYZ. The supervisor shall consult with the designated representative in Personnel to establish the appropriate level of disciplinary action to be applied.

5.5 XYZ Compliance Officer shall be informed in writing of all allegations that have been made and their outcome and shall maintain a database of this information.

APPENDIX A-1

XYZ HHA

PERSONAL HEALTH INFORMATION PLEDGE OF CONFIDENTIALITY

I, the undersigned, have read and understand the XYZ HHA, Inc. (hereinafter "XYZ") policy on confidentiality of personal health information (PHI) as described in the Confidentiality Policy which is in accordance with relevant state and federal legislation.

I also acknowledge that I am aware of and understand the Policies of the XYZ regarding the security of personal health information including the policies relating to the use, collection, disclosure, storage and destruction of personal health information.

In consideration of my employment or association with XYZ, and as an integral part of the terms and conditions of my employment or association, I hereby agree, pledge and undertake that I will not at any time, during my employment or association with XYZ, or after my employment or association ends, access or use personal health information, or reveal or disclose to any persons within or outside XYZ, any personal health information except as may be required in the course of my duties and responsibilities and in accordance with applicable Legislation, and XYZ policies governing proper release of information.

I understand that my obligations outlined above will continue after my employment/contract/association/ appointment with XYZ ends.

I further understand that my obligations concerning the protection of the confidentiality of PHI relate to all personal health information whether I acquired the information through my employment or contract or association or appointment with XYZ or with any of the entities, which have an association with XYZ.

I also understand that unauthorized use or disclosure of such information will result in a disciplinary action up to and including termination of employment or contract or association or appointment, the imposition of fines pursuant to relevant state and federal legislation, and a report to my professional regulatory body.

DATE SIGNED		SIGNATURE OF INDIVIDUAL MAKING PLEDGE I have been informed of the contents of XYZ's Personal Health Information Confidentiality Policy and the consequences of a breach.
Employee ID# of Individual		Name of Individual Making

Making Pledge (if applicable)		Pledge (Please Print)
DATE SIGNED		SIGNATURE OF INDIVIDUAL ADMINISTERING PLEDGE I have discussed the Personal Health Information Confidential Policy and the consequences of a breach with the above named.