


## Manual: Board of Directors

<b>Title:</b>	PROTECTION OF CONFIDENTIAL INFORMATION (CONFIDENTIALITY)		<b>N° :</b> CA-250
<b>Section :</b>	Orientation Guidelines	<b>Effective date:</b>	<b>2022-06-21</b>
<b>Issued by:</b>	Board of Directors	<b>Date of last revision:</b>	2021-06-22
<b>Approved by:</b>	Board of Directors Denis M. Pelletier, Acting Chairperson 	<b>Approved on:</b>	2022-06-21
<b>Facility(ies)/program(s):</b>			

This policy is a complement to the policies of Vitalité Health Network (the “Network”) in the area of privacy protection and confidentiality, to the Code of Conduct and Morals of Members of the Board of Directors (the “Board”), and to the By-Laws of the Network.

### PURPOSE

1. The Network’s Board is committed to ensuring that systems, structures, and policies and procedures are in place to protect the confidentiality and privacy of patients and staff and thereby maintain public confidence in the Network.
2. This commitment includes the assurance that the framework governing the collection, utilization, communication and the destruction of confidential information takes into account the legislation governing privacy and allows ongoing improvement of the information management practices within the Network.

### DEFINITION

Confidential information:

Includes, without being limited to, the following types of information:

- Personal information (PI);
- Personal health information (PHI)
- Information of a sensitive nature and information that is confidential (e.g. administrative information noted in personal notebooks or agendas);
- Human resources or payroll information;
- Legal information;
- Financial information.

## POLICY

1. The Board is responsible for ensuring that mechanisms and structures are in place to effectively manage all aspects of access to, and the protection of, confidential information.
  - 1.1 The Board reviews the policies governing access to, and the protection of, confidential information and receives periodic monitoring reports from the senior management team.
  - 1.2 The Chairperson of the Board must inform the Minister of any breach of confidentiality committed by a Board member.
2. Board members have a responsibility to adopt practices preventing risks related to the unauthorized accessing of confidential information or the unauthorized use, communication or destruction of such information.
  - 2.1 Board members must read this policy and sign the Confidentiality and Non-Disclosure Agreement (Appendix CA-250) at the start of their term and every year thereafter.
  - 2.2 Board members must neither disclose nor communicate to another person or entity nor use for their own purposes any confidential information concerning the Network's affairs that they received in the course of their duties on the Board.
    - 2.2.1 Any topic discussed during an in-camera session of the Board must be treated as confidential information until it is disclosed during a public meeting of the Board.
    - 2.2.2 Any topic submitted to a committee or working group of the Board must be treated as confidential information unless it has been deemed otherwise by the Chairperson of the committee or working group in question or by the Board.
  - 2.3 Board members must refrain from making statements to the press or public that have not received prior authorization from the Board.
3. The Board assigns the President and Chief Executive Officer the responsibility for developing and implementing all strategies, policies, designed to ensure that principles and practices governing access to, and the protection of, confidential information are integrated into all aspects of the Network's philosophy, culture, and operational planning.
  - 3.1 The President and Chief Executive Officer must ensure that any hint of a failure to protect privacy or confidentiality is investigated in accordance with the Network's policies on the protection of privacy and confidentiality.

- 3.2 The President and Chief Executive Officer must inform the Minister of any serious breach of confidentiality or privacy by a senior manager, employee, or medical staff member or by non-employed or agent staff of the Network.
- 3.3 The President and Chief Executive Officer must inform the Board as soon as possible of any breach of confidentiality with the potential to affect the Network's reputation or the safety of its patients.
- 3.4 The Chairperson of the Board must inform the Minister of any serious breach of confidentiality or privacy committed by a Board member.

**PROCEDURE**

1. The Secretary of the Board records the relevant information from an in-camera session in a set of minutes, indicates the nature of the topic discussed and the reasons that justified holding this discussion in camera, and marks this set of minutes as "Confidential."
2. The person responsible for a committee or working group or their delegate records the relevant information in a set of minutes and, unless otherwise indicated, marks this set of minutes as "Confidential."

<b>Supersedes:</b>	<b>Zone 1:</b>	<b>Zone 5:</b>
	<b>Zone 4:</b>	<b>Zone 6:</b>

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In the course of my association with Vitalité Health Network, I have or will have access to information and documents of a private and confidential nature.

**I therefore agree to:**

1. Follow the policies that relate to confidentiality and the protection of personal information, including personal health information;
2. Treat all administrative and financial documents and documents related to patients, clients or employees and all other documents as confidential information and to protect them to ensure they remain totally confidential;
3. Respect the privacy and dignity of patients, clients, employees and all others;
4. Not repeat, disclose or confirm, unless there is a legitimate reason to do so related to my association with the Network, any information concerning patients, clients or employees, including:
  - The nature, causes and treatment of an illness;
  - Any information disclosed describing an illness;
  - The reactions and behaviour of patients, clients or employees;
  - The financial situation of patients, clients or employees, their private life or any other personal information;
  - All documents generated during treatments and interactions;
  - Any information leading to patients, clients or employees being identified.
5. Avoid any inappropriate access to, or any inappropriate use or disclosure of, confidential information;
6. Only access the information needed to carry out my duties;
7. Only access information concerning my own health through the Health Records Department or the designated holder of my information;
8. Protect my username and password and not share these;
9. Only consult, process and transmit confidential information using computer hardware, software and other equipment that is authorized;
10. Avoid disclosing data/information to a third party or giving a third party access to data/information unless I am authorized to do so.

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

### I understand that:

1. **Vitalité Health Network** will conduct periodic checks to ensure compliance with this agreement as well as with the Network's policies and with privacy legislation;
2. If I am entitled to have inter-zone electronic access, the same agreement conditions remain in effect for all such access;
3. I must respect the conditions set out in this Confidentiality and Non-Disclosure Agreement and guarantee that these conditions will remain in effect even if my association with Vitalité Health Network ceases;
4. I am subject to measures, in accordance with the By-Laws of Vitalité Health Network, should any violation of this agreement occur, including negligence with respect to the aforementioned responsibilities and any other reasonable measure that I must take in the course of my duties on the Board of Directors of Vitalité Health Network.

By signing, I confirm that I have read and understood this Confidentiality and Non-Disclosure Agreement as well as the Board's Protection of Confidential Information (Confidentiality) policy.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness's name (print)

\_\_\_\_\_  
Witness's signature

\_\_\_\_\_  
Date