

# Practice Education Guidelines for BC Confidentiality

GL#2-1

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## Practice Guideline

July 28, 2009

Students, faculty and Receiving Agency staff are obligated to keep any Confidential Information private (i.e., patient, Receiving Agency, or student/faculty) that is communicated or observed during a practice education experience in perpetuity. Students and faculty may not access, use, disclose, or share Confidential Information without legal or other authorization. They must only access, collect, use, disclose, and share this information in accordance with appropriate legislation and the Receiving Agency's policies, procedures, and processes. All Receiving Agency staff are responsible for protecting confidential information pertaining to students/faculty and their performance during placements.

## Guideline Details

### Confidentiality Acknowledgement:

Each student and onsite faculty must sign the Receiving Agency's Confidentiality\* Acknowledgement or other type agreement that indicates his/her understanding of the responsibility and limitations related to the privacy\* and confidentiality of Information that is in the custody or within the control of the Receiving Agency. This Acknowledgement form is signed on or before the start of the practice education experience (See Sample Forms "A", "B", "C"). Students and faculty may be asked to sign an Acknowledgement each time they have a practice education experience in the Receiving Agency.

Students, faculty and Receiving Agency staff are obliged to keep confidential any Confidential Information about patients, the receiving agency, or the student/faculty members heard or seen during a practice education experience. This applies in perpetuity - in other words - beyond the clinical placement date, the expiry of an education affiliation agreement or any other agreements.

### Need to Know:

Students and onsite faculty with access to Receiving Agency's Confidential Information - including paper records, recordings, and automated Information Systems containing Confidential Information - are only authorized to access, use, or share information when the student or faculty "needs to know". "Need to Know" means needing to access certain information in order to perform specific duties and responsibilities related to their role when providing ongoing care or service; or are part of the continuity of care circle.

### Privacy - General Guidelines on Collection, Use or Disclosure of Personal Information\*:

BC Freedom of Information and Protection of Privacy Act (FOIPPA) limits Personal Information that may be collected, used or disclosed.

Personal Information may be **collected** for:

- Law enforcement purposes
- Authorized under legislation or legal instrument other than FOIPPA
- Related directly to and is necessary for an operating program or activity of the public body

Personal Information may be **used** for:

- The purpose for which the Personal Information was obtained or compiled.
- For a use that is consistent with that purpose.

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\* indicates term is defined under 'Definitions' section

# Practice Education Guidelines for BC Confidentiality

GL#2-1

- The individual the Personal Information is about has consented to its use.
- A purpose that has been specifically permitted by FOIPPA, that includes for research or education if authorized by an appropriate body i.e. Research Ethics Review Board, Legal, Receiving Agency.

Personal Information may be **disclosed** for:

- The purpose for which the Personal Information was obtained or compiled.
- For a use that is consistent with that purpose.
- The individual the Personal Information is about has consented to its use.
- A disclosure that has been specifically permitted by FOIPPA.

## **Security of Confidential Information (access, storage\* and destruction\*):**

Students and onsite faculty will not copy, alter, interfere with, destroy, or take any Confidential Information or records that they may have had access to or learn about during a practice education experience except as authorized by the Receiving Agency and according to the Receiving Agency's policies.

Students and onsite faculty must take all reasonable steps to protect all Confidential Information from inadvertent disclosure to others not authorized to have the information (for example in public places or at home).

User IDs and Passwords must not be shared. Unique passwords are the same as a legal signature and the assigned user is responsible for any inappropriate access to or the use or disclosure of Confidential Information.

The student and/or onsite faculty must safely secure any Confidential Information that is taken off site (for example when making a community home visit), and follow specific protocols to safeguard this information. Use the guidelines issued by The Office of the Information & Privacy Commissioner for BC as general requirements

[[http://www.oipc.bc.ca/pdfs/public/PersonalInfoOutsideOffice\\_\(Feb2005\).pdf](http://www.oipc.bc.ca/pdfs/public/PersonalInfoOutsideOffice_(Feb2005).pdf)].

When information is collected and used as part of the student's learning (i.e. patient care assignment, case study, care plan), students must remove as many personal identifiers as possible to ensure the least identifying information be collected and used.

Students must inform and seek written consent from the appropriate Receiving Agency department and appropriate Ethics Review Board when any Confidential Information is used as part of Research\*. Evidence of this written consent must be kept on record in the Receiving Agency using the applicable Receiving Agency forms. The intended purpose for using Confidential Information must be clearly spelled out on the form and agreed to by the holder of the information. The written consent must be held and stored according to Receiving Agency policy.

Students and faculty will immediately return to the Receiving Agency or destroy all electronic or written documents or health records in their possession that may contain Confidential Information when requested and always on completion of a practice education experience. (For example, students that make home visits and have health records or other confidential documents with them.)

\* indicates term is defined under 'Definitions' section

# Practice Education Guidelines for BC Confidentiality

GL#2-1

## Roles & Responsibilities

### Placing Agencies:

- Have policies in place regarding confidentiality, specifically around the collection, use, disclosure, and destruction of Receiving Agency Confidential Information.
- Educate students and faculty on the importance of confidentiality and security of information.
- Ensure that any systems or processes created in the Placing Agency for students to complete assignments or be evaluated do not place students or faculty at risk for breaching their privacy obligations.
- Take all reasonable steps to safely transfer, securely store any Receiving Agency Confidential Information that may be received from students or faculty.
- Completely destroy any Receiving Agency Confidential Information at the first reasonable opportunity.

### Receiving Agencies:

- Ensure notification signage exists throughout the Receiving Agency advising patients and their families that others, such as students and faculty, may access and use their Personal Information for educational purposes.
- Ensure that all students and onsite faculty have signed a Confidentiality Acknowledgement before or at the beginning of their first clinical placement (minimum) within the Receiving Agency.
- Securely store signed Confidentiality Acknowledgements for a period of 7 years.
- Ensure confidentiality and privacy obligations of students and faculty are set out in the Educational Affiliation Agreement or any other agreement.
- Work with the Placing Agencies to ensure that systems, processes, and policies are in place for legitimate movement of Confidential Information between the Placing and Receiving Agency.
- Conduct random privacy assessments with Placing Agencies to ensure that the Placing Agency complies with their privacy obligations, and share the outcome of the assessment with the Placing Agency.
- Only collect, use and dispose of Personal Information about students for the purposes of the clinical placement and the safety of patients and others, for conducting investigations and compliance with legal requirements and any other purpose relating to the clinical placement.

## Consequences of Non-compliance

Any confidentiality breach or privacy breach\* is taken seriously; and depending on the circumstances and sensitivity of the Confidential Information involved, can result in withdrawal of student privileges, termination of clinical placement, termination of educational agreement with the Placing Agency, legislated fines, and lawsuit.

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# Practice Education Guidelines for BC Confidentiality

GL#2-1

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## Rationale

Confidentiality is an overarching principle where only authorized persons are to access confidential information on a 'need to know' basis. The protection of individual privacy is specific under BC legislation (BC Freedom of Information and Privacy Protection Act). The Act defines Personal Information and establishes the minimum legal standards for the collection, use, disclosure, protection and storage of Personal Information by public bodies like Health Authorities for the Personal Information in their custody or control. All public bodies are subject to this statute, making public bodies more accountable to the public and protecting Personal Information by placing limits on what information can be collected, used or disclosed. Further compliance with other legislation and related privacy and confidentiality policies, procedures and processes provides added insurance that this Personal Information is kept confidential.

Anyone working within a public body is responsible for protecting Personal Information that is accessed, collected, used, disclosed, or shared. Maintaining the protection of Personal Information is imperative to ensure the trust of the public body's clients as well as maintain its own reputation. As such, students and faculty are also responsible for protecting all Personal Information as part of the clinical learning experience. As a business, Receiving Agencies also extend this responsibility to confidential corporate Information.

Some health education programs require students to acknowledge confidentiality as part of their orientation to the profession, however, this does not cover confidential information specific to the practice education setting. All Confidential Information collected in the Receiving Agency is the responsibility of that agency. Students and faculty then fall under internal Receiving Agency processes for the protection and security of Confidential Information. With this in mind, it is not sufficient for students and faculty to just sign the Placing Agency's Confidentiality Acknowledgement. Receiving Agencies have a responsibility to also secure this acknowledgement.

With new and emerging technologies, it is increasingly important that Placing Agencies dedicate time in the curricula to confidentiality and what it means. Students need to clearly understand how to produce assignments, case studies, etc. without uniquely identifying Receiving Agency patients or staff members. The more information a student includes, the more likely it is that the individual being described can be identified. Technology has moved student assignments beyond written, paper-based text. Technologies such as cellular phone cameras, digital recording devices, video sharing web sites, social networking web sites, and online journals are convenient and second nature to many. Many who use these and other technologies can lose sight of what confidentiality means. In addition, it has become the norm to send or post student assignments electronically; however very few electronic routes are secure.

# Practice Education Guidelines for BC Confidentiality

GL#2-1

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## Definitions

**Confidentiality:** everyone's obligation to ensure that personal or confidential corporate information is only accessible to those who are authorized to have access.<sup>1</sup>

**Privacy:** the right of an individual to control who has access to his or her personal information and under what circumstances.<sup>2</sup>

**Confidential Information:** all data, information and material relating to the Receiving Agency or Placement Agency students and faculty, and their services, staff, contractors, service providers or patients, whether in written, electronic or any other form. This includes Personal Information of staff and patients; and also includes any information related to the business, affairs or operations of the Receiving Agency which is not generally known or available to the public.

**Personal Information:** as defined by the BC *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), is any recorded information that uniquely identifies an individual, except business contact information. It includes any information that can be linked back to or can identify a specific individual through association or inference. For example, personal information may include but is not limited to:

- Full name or last name;
- Address (including postal code)
- Date of Birth and/or age
- Gender, sexual orientation, marital or family status
- Facility, admission or discharge date
- Personal Health Number (PHN), Insurance Plan Code or any other identifying number, symbol or other particular assigned to an individual
- Racial origin, religious beliefs or associations
- Primary Diagnosis, blood type, fingerprints or inheritable characteristics
- Information about the individual's healthcare history, including a physical or mental disability
- Information about the individual's educational, financial, criminal or employment history
- Anyone else's opinions about the individual; and an individual's personal views or opinions, except if they are about someone else.

**Research:** an active, diligent, and systematic process of inquiry aimed at discovering, interpreting, and revising facts. This intellectual investigation produces a greater knowledge of events, behaviors, theories, and laws and makes practical applications possible. The term *research* is also used to describe an entire collection of information about a particular subject, and is usually associated with the output of science and the scientific method.<sup>3</sup>

**Privacy Breach:** the unauthorized collection, use and/or disclosure, storage, or destruction of Personal Information that is contrary to FOIPPA legislation, other legislation, Receiving Agency policies,

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<sup>1</sup> Information Management. (September 10, 2006) *IM\_101: Information Privacy & Confidentiality Policy*. Vancouver Coastal Health Authority. Vancouver, BC. Pg. 8

<sup>2</sup> Ibid.

<sup>3</sup> Wikipedia: The Free Encyclopedia. Article - Research. Wikimedia Foundation, Inc. Retrieved on December 1, 2006 from <http://en.wikipedia.org/wiki/Research>.

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# Practice Education Guidelines for BC Confidentiality

GL#2-1

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procedures, or standards, by any means beyond legitimate purposes; the removal or transfer of identifiable Personal Information from the practice setting without permission or consent.

**Secure Storage:** Stored in locked cabinets, locked offices; use password protected access

**Destruction of records:** to completely and permanently destroy physical or electronic records.

1. **Physical records** – physical destruction of records should be done in a way that prevents the information on the records from being retrieved or reconstructed. Shredding is the generally accepted way to destroy paper records containing personal information (e.g. cross shredding).
2. **Electronic records** – computerized medical records must have the same sensitivity and confidentiality considerations as paper records. Simply deleting computer files or reformatting a disk does not securely destroy the data. The secure way to destroy electronic data is by ‘wiping’. Wiping is the process of writing and re-writing blank data over the disk until all traces of the original data are destroyed. Specialized software is required to securely wipe a disk. Also, consider the physical destruction of securely wiped hard drives, CD/DVDs, tapes, USB disks and other storage media as a method of completely destroying data. Social networking web sites or video sharing web sites must never be used to post clinical student assignments where Receiving Agency staff or clients are referred to or recorded in any way. Complete destruction of information is not assured from this type of media.

# Practice Education Guidelines for BC Confidentiality

GL#2-1

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## References

- Government of BC. (2005) *Freedom Of Information And Protection Of Privacy Act, {RSBC 1996} Chapter 165*. Queen's Printer. Victoria, British Columbia, Canada. Retrieved on April 21, 2006 from [[http://www.qp.gov.bc.ca/statreg/stat/f/96165\\_01.htm](http://www.qp.gov.bc.ca/statreg/stat/f/96165_01.htm)]
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- Information Management. (September 10, 2006) *IM\_101: Information Privacy & Confidentiality Policy*. Vancouver Coastal Health Authority. Vancouver, BC.
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- Client Relations & Risk Management. (November 8, 2004) *Guidelines to Special Consent Situations: Section 20.0 Photographs and other recordings*. Vancouver Coastal Health Authority, Vancouver, BC.
- Regional Clinical Education. (February 2006) *Student Practice Education Policy and Procedure DRAFT*. Vancouver Coastal Health Authority, Vancouver, BC.
- Office of the Information & Privacy Commissioner of BC. (February 2005). *Protecting Personal Information Outside the Office*. Victoria, BC. Retrieved on May 10, 2007 from [[http://www.oipc.bc.ca/pdfs/public/persinfooutsideoffice\(Feb2005\).pdf](http://www.oipc.bc.ca/pdfs/public/persinfooutsideoffice(Feb2005).pdf)].
- Wikipedia: The Free Encyclopedia. Article - Research. Wikimedia Foundation, Inc. Retrieved on December 1, 2006 from [<http://en.wikipedia.org/wiki/Research>]**

# Practice Education Guidelines for BC Confidentiality

GL#2-1

**SAMPLE A**

## Confidentiality Acknowledgement/Undertaking

Individual Form

(Please Print)

(If completing electronically, tab through fields. Once completed, print and sign)

### Personal Information

Last Name		First Name		Student <input type="checkbox"/>
School		Program		Faculty <input type="checkbox"/>

### Placement Information

Location		Placement Dates:	From (mm/dd/yy)	To (mm/dd/yy)
Site				

### Type of placement

Group <input type="checkbox"/>	Preceptorship/fieldwork <input type="checkbox"/>	Observation/shadow <input type="checkbox"/>	Project <input type="checkbox"/>	Other <input type="checkbox"/>
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In consideration of *Receiving Agency* (“**RA**”) permitting me to participate in an educational placement at one or more facilities operated by *RA*, I do hereby acknowledge and agree as follows:

1. For the purposes of this Confidentiality Undertaking, “Confidential Information” means all data, information and material relating to *RA* and its services, staff, contractors, service providers or patients, whether in written, electronic or any other form, that I may receive or have access to in connection with my placement. Confidential Information includes “personal information” as defined by the *BC Freedom of Information and Protection of Privacy Act* (“FOIPPA”) concerning staff and patients and includes any information related to the business, affairs or operations of *RA* which is not generally known or available to the public;
2. I will maintain Confidential Information in strict confidence and not disclose to any person, except as required by law or as necessary to my placement. I agree to take all reasonable steps to protect all Confidential Information from inadvertent disclosure, and will not copy, alter, destroy, retain, disclose or reproduce any Confidential Information except as authorized by *RA* and in accordance with *RA* policies;
3. I understand that the *RA* is a public body that is governed by FOIPPA, and I agree to comply with the privacy and confidentiality policies of the *RA* as amended from time to time, concerning the collection, use and disclosure of personal information. In particular, I understand that all personal information concerning staff and clients who receive services from the *RA*, including without limitation, medical records relating to patients and residents, may not be communicated or released to anyone in any manner, except as authorized by the *RA*.
4. Upon request by *RA*, and in any event on completion of my placement, I will immediately return to *RA* or destroy all electronic or written documents or records in my possession that may contain Confidential Information.
5. I understand that compliance with confidentiality is a condition of my placement and that failure to comply may result in immediate dismissal from the placement, in addition to legal action by the *RA* and others. The terms of this Undertaking shall survive the termination or expiry of this Undertaking or any other agreement related to my placement.
6. I consent to *RA* collecting, using and disposing of personal information about me for the purposes of my placement and ensuring the safety of patients and others, for conducting investigations and compliance with legal requirements and any other purpose relating to my placement.
7. This Undertaking shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein.

**DATED** (mm/dd/yy) \_\_\_\_\_ Signature \_\_\_\_\_

**Replace 'Receiving Agency' & 'RA' with own organization name**



# Practice Education Guidelines for BC Confidentiality

GL#2-1

**SAMPLE B**

## Confidentiality Acknowledgement/Undertaking

Group Form

**Placement Information**

Location		Placement Dates:	From (mm/dd/yy)	To (mm/dd/yy)
Site				
School		Program:		

In consideration of *Receiving Agency* ("RA") permitting each of the undersigned to participate in the placement detailed above, each of the undersigned acknowledges and agrees individually and separately as follows:

1. For the purposes of this Confidentiality Undertaking, "Confidential Information" means all data, information and material relating to RA and its services, staff, contractors, service providers or patients, whether in written, electronic or any other form, that I may receive or have access to in connection with my placement. Confidential Information includes "personal information" as defined by the *BC Freedom of Information and Protection of Privacy Act* ("FOIPPA") concerning staff and patients and includes any information related to the business, affairs or operations of RA which is not generally known or available to the public;
2. I will maintain Confidential Information in strict confidence and not disclose to any person, except as required by law or as necessary to my placement. I agree to take all reasonable steps to protect all Confidential Information from inadvertent disclosure, and will not copy, alter, destroy, retain, disclose or reproduce any Confidential Information except as authorized by RA and in accordance with RA policies;
3. I understand that the RA is a public body that is governed by FOIPPA, and I agree to comply with the privacy and confidentiality policies of the RA as amended from time to time, concerning the collection, use and disclosure of personal information. In particular, I understand that all personal information concerning staff and clients who receive services from the RA, including without limitation, medical records relating to patients and residents, may not be communicated or released to anyone in any manner, except as authorized by the RA.
4. Upon request by RA, and in any event on completion of my placement, I will immediately return to RA or destroy all electronic or written documents or records in my possession that may contain Confidential Information.
5. I understand that compliance with confidentiality is a condition of my placement and that failure to comply may result in immediate dismissal from the placement, in addition to legal action by the RA and others. The terms of this Undertaking shall survive the termination or expiry of this Undertaking or any other agreement related to my placement.
6. I consent to RA collecting, using and disposing of personal information about me for the purposes of my placement and ensuring the safety of patients and others, for conducting investigations and compliance with legal requirements and any other purpose relating to my placement.
7. This Undertaking shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein.

**More than eight (8) students? Use a second form and attach.**

Name (Please Print)	Signature	DATE (mm/dd/yy)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Supervising Faculty \_\_\_\_\_

(Name - Please Print)

(Signature)

**Replace 'Receiving Agency' & 'RA' with own organization name**

\* indicates term is defined under 'Definitions' section

# Practice Education Guidelines for BC Confidentiality

GL#2-1

**SAMPLE C**

## Confidentiality Acknowledgement/Undertaking

Minors - Under 19 Form

### Personal Information

Last Name		First Name	
High School		Grade	
Address			

### Placement Information

Location		Placement Dates:	From (mm/dd/yy)	To (mm/dd/yy)
Site				

In consideration of *Receiving Agency* ("RA") permitting me to participate in an educational placement at one or more facilities operated by RA, I do hereby acknowledge and agree as follows:

1. For the purposes of this Confidentiality Undertaking, "Confidential Information" means all data, information and material relating to RA and its services, staff, contractors, service providers or patients, whether in written, electronic or any other form, that I may receive or have access to in connection with my placement. Confidential Information includes "personal information" as defined by the *BC Freedom of Information and Protection of Privacy Act* ("FOIPPA") concerning staff and patients and includes any information related to the business, affairs or operations of RA which is not generally known or available to the public;
2. I will maintain Confidential Information in strict confidence and not disclose to any person, except as required by law or as necessary to my placement. I agree to take all reasonable steps to protect all Confidential Information from inadvertent disclosure, and will not copy, alter, destroy, retain, disclose or reproduce any Confidential Information except as authorized by RA and in accordance with RA policies;
3. I understand that the RA is a public body that is governed by FOIPPA, and I agree to comply with the privacy and confidentiality policies of the RA as amended from time to time, concerning the collection, use and disclosure of personal information. In particular, I understand that all personal information concerning staff and clients who receive services from the RA, including without limitation, medical records relating to patients and residents, may not be communicated or released to anyone in any manner, except as authorized by the RA.
4. Upon request by RA, and in any event on completion of my placement, I will immediately return to RA or destroy all electronic or written documents or records in my possession that may contain Confidential Information.
5. I understand that compliance with confidentiality is a condition of my placement and that failure to comply may result in immediate dismissal from the placement, in addition to legal action by the RA and others. The terms of this Undertaking shall survive the termination or expiry of this Undertaking or any other agreement related to my placement.
6. I consent to RA collecting, using and disposing of personal information about me for the purposes of my placement and ensuring the safety of patients and others, for conducting investigations and compliance with legal requirements and any other purpose relating to my placement.
7. This Undertaking shall be governed by and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein.

**DATED** (mm/dd/yy) \_\_\_\_\_ **Signature** \_\_\_\_\_

**DATED** (mm/dd/yy) \_\_\_\_\_ I am the parent/guardian of \_\_\_\_\_, and hereby agree to the terms of the agreement above on my own behalf and on behalf of my minor child and do hereby release ("RA"), its directors, officers, employees, volunteers, agents and contractors, including attending physicians, from any and all loss, damage or liability related to my child's placement.

Print Name of Parent/Legal Guardian \_\_\_\_\_ **Signature** \_\_\_\_\_

**Replace 'Receiving Agency' & 'RA' with own organization name**