Client/Participant Confidentiality

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| **Issue Date:** | **Effective Date:** | **Approved By:** |
| February 1994 | April 2017 | Management Team |
| **Next Review Date:** April 2020 | **By:** Director, Clinical Programs |

## – Purpose

LAMP is bound by the **Freedom of Information and Protection of Privacy Act**, by the **Personal Health Information Protection Act, 2004** and by client/participant rights regulations which vary by discipline. It is recognized that some disciplines have distinct procedures and special forms for the protection of client/participant confidentiality. At the same time, everyone who registers for one or more LAMP programs is considered to be a LAMP client/participant, and client/participant information between LAMP programs is shared, on an as-needed basis, in order to make internal referrals and bring together the services a client/participant may require. LAMP clients/participants are asked to sign the LAMP Service Agreement and are given an explanation of their right to confidentiality.

## – Scope

This Policy applies to all employees, students and volunteers who work with clients/ participants and participants.

## – Policy

* 1. LAMP employees and direct service volunteers are required to respect the privacy of clients/participants and to keep personal information gained while serving client/participants in strict confidence. This general rule extends as well to keeping confidential the fact that a person is receiving service at LAMP.
	2. Employees and volunteers disclose such information only when properly authorized by clients/participants, when legally obligated to do so, or when disclosure is essential to the prevention of physical harm to the client/participant/ participant or others.

**3.3** When disclosure is required by law or court order, employees must consult with their colleagues (if appropriate) and their Manager, Supervisor or Director. They will, of course, also inform the client/participant except when safety is an issue.

**3.4** Whether legally required or properly authorized by the client/participant, in no case will employees divulge more information than is required to adequately serve the client/participant’s best interest.

**3.5** In the case of a “third party” request for information, employees make the records or specific information from the records available only to those professionals who have a consent from client/participants.

**3.6** Client/participant confidentiality applies not only for the duration of an employees or volunteers relationship with LAMP, but continues indefinitely.

**3.7** In cases where the client/participant is a group, organization or community, the policy of confidential also applies.

1. Employees are advised to reasonably anticipate circumstances which might be present and specific to their group and community work which would limit confidentiality. Clear discussion at the outset of these limits in a group/community setting and contracting for confidentiality between members should be undertaken. However, there is no legal recourse if their confidentiality is violated by another group member.
2. If the focus of intervention is specifically community development, some unique issues with respect to confidentiality might arise.
3. In working with a community or organization, one often learns a great deal about the personal lives and personalities of the people involved. This information is “in trust” and the personal privacy of the individuals should be protected. There is an obligation to maintain confidentiality regarding information learned about an organization and its members except when the information is required to best serve the organization.
4. When the worker carries forward information regarding the group’s activities, characteristics, goals, etc., disclosure must be limited to information that is relevant to the task at hand. This would not include disclosing information of a personal, and therefore, confidential nature about individuals without their prior consent.

## – Procedures

* 1. Whenever an individual file is opened or employees make a referral for a client/participant, we document the client/participant’s understanding of our policies on sharing information through the use of LAMP’s Service Agreement and place the signed Service Agreement in the file. Employees are responsible for informing clients/participants early in their relationship of the limits of confidentiality of information.
	2. In sharing health care information with another health care provider who is also working with the client/participant or to whom the client/participant is being referred, consent is assumed.
	3. Employees must complete consent forms before having client/participants sign them and before releasing information. A separate form is required to cover each authorization to release information to outside persons or agencies. (In urgent circumstances, a verbal consent to the disclosure of information may be accepted as proper authorization). Verbal consent should be noted in the client’s/ participant’s file or chart including the date, time and purpose of the consent. In the case of ongoing joint casework with LAMP and its participating agencies, one-consent to multi-service case management is adequate if the client/participant agrees to this arrangement. All such consents are time-limited, normally for one year.
	4. Employees inform clients/participants of parameters of the information being disclosed make reasonable efforts to ensure clients/participants understand those parameters (e.g. who wants the information, why, what information, how it will be used). As well, employees make reasonable efforts to ensure that the information disclosed is pertinent and relevant to the service for which the client/participant uses.

**Note:** Although consent is usually implied regarding the information given when making a referral, it is best to explain and check this out with the client/participant. For following up on an outside referral, obtain a written consent.

* 1. Employees will obtain clients/participants’ information written consent before audio and/or video tape recording or permitting third party observation of clients’/participants’ activities.
	2. Employees will ensure that:
1. Private conversations with or about clients/participants will take place in private and behind closed doors (except when employee safety is an issue).
2. Mail, fax or phone messages, as well as electronic messages and records, are handled and stored so that no unauthorized person has access to them.
3. Records contain only pertinent and relevant information and are kept and/or shredded/deleted.
	1. Access to the computer program containing data regarding clients/participants is restricted to providers, employees who register client/participants and the Manager or Supervisor responsible for data collection and reports. Access is further restricted by the use of two passwords and a screen-saver. Computer hard drives are cleared before disposal.
	2. If confidentiality is breached, the client/participant must be informed and the breach fully investigated by Management.

**4.9** Clients/participants have the right to refuse or withdraw their consent to the collection, use or disclosure of personal health information

## – References

Personal Health Information Protection Act, 2004

<https://www.ontario.ca/laws/statute/04p03>

Freedom of Information and Protection of Privacy Act

[https://www.ipc.on.ca/english/decisions-and-resolutions/The-**Acts**/](https://www.ipc.on.ca/english/decisions-and-resolutions/The-Acts/)

## – Form

* Consent Form