

	<b>POLICY</b>  Number: ADM-10-001 Title: Privacy and Confidentiality
Authorization  [ X ] President and CEO [ X ] Board of Directors	Source: Chief Finance/Operating Officer Cross Index: Terms and Conditions of Employment; Volunteer Policy Date Approved: October 2011 Date Revised: January 2024 Date Effective: October 2011 Date Reaffirmed: January 2024 Scope: JPCHF

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## OVERVIEW

Jim Pattison Children's Hospital Foundation (JPCHF) is committed to protecting the privacy of the personal information of its employees, donors, sponsors, volunteers, and other stakeholders. We value the trust of our stakeholders, partners and the public at large. JPCHF recognizes that maintaining this trust requires that we be transparent and accountable in how we treat the information that is shared with us.

## DEFINITIONS

**All staff means** JPCHF employees, contract employees, volunteers, and contractors.

**Confidential** means a duty to keep information safe from unauthorized access, use or disclosure.

**Information** means personal information obtained by JPCHF as well as JPCHF business information.

**Personal information** means any information that can be used to distinguish, identify or contact a specific individual. This information can include facts about, or related to, the individual. Exceptions include: business contact information and other publicly available information such as names, addresses and telephone numbers as published in telephone or business directories. These items are not considered personal information. Where an individual uses his or her home contact information as business contact information as well, we consider that the contact information provided is business contact information, and is not therefore subject to protection as personal information.

**Privacy** means the right of individuals to determine for themselves when, how and to what extent information about themselves is communicated to others.

## **1. PURPOSE**

The purpose of this policy is to establish JPCHF's requirements regarding collection, use access and disclosure of personal information as well as confidential business information (personal/business information).

The Foundation respects the privacy of all our constituents (donors, volunteers, employees, and other stakeholders) and has developed a Privacy Policy based on the Canadian Standards Association model.

The Saskatchewan HIPA (Health Information Privacy Act) does not apply to the Foundation, since it applies to "personal health information". "Personal health information" is defined as information about an individual's physical or mental health and/or information gathered in the course of providing a health service. The Foundation does not have access to such information and therefore the Foundation is not defined as a "trustee" under HIPA.

The federal PIPEDA (Personal Information Protection and Personal Electronic Documents Act) – which is also based on the Canadian Standards Association model- also does not apply to the Foundation since it specifically applies only to provincial organizations involved in "commercial activities". The Foundation is only deemed to be involved in commercial activities if it trades, rents or sells personal information (such as donor lists). The Foundation does not trade, rent or sell personal information.

## **2. PRINCIPLES**

- 2.1.** Accountability - JPCHF is responsible for personal/business information under its control.
- 2.2.** Accuracy – Personal/business information must be as accurate, complete and up to date as necessary for the purposes for which it is to be used.
- 2.3.** Safeguards – JPCHF is responsible for the protection of personal/business information against risk of loss, theft, damage and/or unauthorized access; refers to a combination of policies, procedures, practices and technologies.

## **3. POLICY**

- 3.1.** All staff is required to review the *JPCHF Privacy and Confidentiality Policy* at the commencement of employment/relationship with JPCHF.
- 3.2.** All staff is required to sign the *JPCHF Confidentiality Agreement* (Appendix A).
- 3.3.** Staff are authorized to collect, access and use personal/business information only for the purpose it was obtained and for JPCHF business purposes only.
  - 3.3.1.** Staff shall not use their position at JPCHF to collect information that is not required for employment-related purposes.
- 3.4.** All staff is required to protect and safeguard personal/business information obtained during the course of his/her employment/association with JPCHF.
  - 3.4.1.** Personal/business information shall not be disclosed or shared more widely than necessary; and only to achieve the purpose for which it was gathered.
  - 3.4.2.** All staff shall ensure safeguards are in place to protect personal/business information.
    - JPCHF shall use password protocols to protect personal information contained in the JPCHF databases.
    - Staff access to electronic/shared folders may contain limited/restricted access.

- 3.4.3. All use of JPCHF collected video, audio and photograph information requires authorization by the individual(s)/parent or guardian (see Appendix B).
- 3.4.4. All external communication conducted by email must contain the following disclaimer:

*"PRIVILEGE and CONFIDENTIALITY NOTICE - this communication and any attachment are confidential and may contain privileged information. If you are not the addressee, it may be unlawful for you to read, copy, disclose or otherwise use the information in this email. If you are not the intended recipient, please notify us immediately and delete the communication. In compliance with Canada's Anti-spam legislation (CASL), if you do not wish to receive further electronic communications from JPCHF, please reply to this email with "REMOVE ME" in the subject line."*

- 3.4.5. Records containing personal/business information shall be destroyed in a confidential manner (ie. shredding).

- 3.5.** Any support provided to JPCHF, by a third party contract, shall contain a provision requiring the third party to adhere to this policy.
- JPCHF offers individuals we conduct business with the opportunity to opt out of having their information shared for purposes beyond those for which it was explicitly collected.

**3.6. JPCHF Privacy Statement**

JPCHF authorizes the use of the following *Privacy Statement* and supporting information (see 3.6-3.13 below) on the JPCHF public website:

*"JPCHF has created this statement to demonstrate our firm commitment to your privacy.*

*JPCHF does not collect personally identifying information about you when you visit our site, unless you choose to provide such information to us. The knowledge and consent of a person is required for the direct collection, use, or disclosure of personal information except where mandated by law. This policy is your guide to how we will handle information we learn about you from your visit to our website.*

*The Foundation's web page contains online forms that allow visitors to make a donation. The personal and credit card information provided on these forms is used only to process these donations (although the donor name and address will be retained in our database). Online donations to the Foundation are processed through a third party, IATS. Information about their privacy policy can be obtained on their website. <http://home.iatspayments.com/>*

*JPCHF would like donors, sponsors and all stakeholders to know that we protect personal information and adhere to all legislative requirements with respect to protecting privacy. JPCHF does not rent, sell or trade our donor, volunteer, stakeholder mailing lists. Information provided will be used to deliver services and to keep you informed and up to date on the activities of JPCHF. If at any time you wish to be removed from our mailing list, simply contact us at 1-888-808-5437 or via email at [info@pattisonchildrens.ca](mailto:info@pattisonchildrens.ca) and we will gladly accommodate your request."*

**3.7. Use of Links (disclaimer)**

Throughout JPCHF web pages, we provide links to other servers, which may contain information of interest to our readers. JPCHF assumes no responsibility for, and exercises no control over, the organizations, views, or accuracy of the information contained on other servers. Creating a text link from your website to our site does not require permission. If you have a link you'd like us to consider adding to our website, please contact us at

info@pattisonchildrens.ca with the subject "Link request."

### **3.8. Use of Text, Images, and JPCHF Logo**

If you would like to publish information that you find on our website, please send your request to info@pattisonchildrens.ca. Where text or images are posted on our site with the permission of the original copyright holder, a copyright statement appears at the bottom of the page. JPCHF logo and image usage/reproduction is prohibited.

### **3.9. Limiting the Collection of Personal Information**

The Foundation will limit the collection of personal information to that which is necessary for the purposes identified. Information will be collected by fair and lawful means. The Foundation does not collect any personal health information, other than that which is volunteered directly by the constituent to the Foundation.

JPCHF collects and stores only the following information about you: the name of the domain from which you access the Internet (for example, outlook.com, if you are connecting from an Outlook account, or usask.ca if you are connecting from University of Saskatchewan's domain), the date and time you access our site, and the Internet address of the website from which you linked to our site.

JPCHF uses the information collected to measure the number of visitors to the different sections of our site, and to help us make our site more useful to visitors. However if an online donation is being, given more information is required to facilitate the gift.

### **3.10. Online Profile Updates and Donations**

If you complete the Profile Update form and share your personally identifying information, this information will be used only to provide you with more targeted content. We may use your contact information to send further information about our organization or to contact you when necessary. You may always opt-out of receiving future mailings; see the "Opt Out" section below.

### **3.11. Contacting JPCHF via JPCHF website/email**

You also may decide to send us personally identifying information, for example, in an electronic mail message containing a question or comment, or by filling out a Web form that provides us this information. We use personally identifying information from email primarily to respond to your requests. We may forward your email to other employees who are better able to answer your questions. We may also use your email to contact you in the future about our programs that may be of interest. JPCHF will not obtain personally identifying information about you when you visit our site, unless you choose to provide such information to us. Providing such information is strictly voluntary. Except as might be required by law, we do not share any information we receive with any outside parties.

If you sign up for one of our email lists, we will only send you information you have requested. We won't share your name or email address with any outside parties.

### **3.12. Children and Privacy**

For children who visit our site, special rules apply. We do not request personal information about children, such as first and last name or street address and city. When kids send email to us, their online contact information (email address) is not used to re-contact them and is

not maintained in retrievable form.

### **3.13. Opt-In/Opt-Out or Change of Contact Information**

The Foundation uses both express and implied consent when sending communication to stakeholders. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from an individual's action or inaction.

At any time, an individual may opt out of receiving communications (printed and/or electronic) from our Foundation. To opt out the individual must contact the Foundation or unsubscribe through an eBlast. The Foundation can be reached by telephone at 888-808-5437, [info@pattisonchildrens.ca](mailto:info@pattisonchildrens.ca) or Jim Pattison Children's Hospital Foundation, 1 – 345 Third Ave. S. Saskatoon, SK. S7K 1M6.

You may choose to receive only specific communications or none at all. You may also update your contact information previously provided to us. You cannot remove yourself from our database, but you can prevent unwanted communication. You have the option to unsubscribe from any email communication you receive.

JPCHF values stakeholders privacy, and preferences for electronic communications from the Foundation. Accordingly, we are committed to compliance with the Canadian Anti-Spam Legislation (CASL)

### **3.14. Openness Concerning Policies and Practices**

A print version of the Foundation's Privacy Policy can be requested from the Foundation at Jim Pattison Children's Hospital Foundation, 1 – 345 Third Ave. S. Saskatoon, SK. S7K 1M6

### **3.15. Access to Personal Information**

Upon request, a person will be informed of the existence, use, and disclosure of personal information of the person and shall be given access to that information. A person can challenge the accuracy and completeness of the information and have it amended as appropriate. Please contact the Foundation at 888-808-5437, [info@pattisonchildrens.ca](mailto:info@pattisonchildrens.ca) or Jim Pattison Children's Hospital Foundation, 1 – 345 Third Ave. S. Saskatoon, SK. S7K 1M6

### **3.16. Challenging Compliance**

A challenge concerning compliance with the above principles should be made to the Chief Finance/Operating Officer: [info@pattisonchildrens.ca](mailto:info@pattisonchildrens.ca)

If your concerns are not properly addressed, please contact the Foundation's President and CEO, Brynn Boback-Lane, in writing to Jim Pattison Children's Hospital Foundation, 1 – 345 Third Ave. S. Saskatoon, SK. S7K 1M6

If you still do not receive acknowledgment of your inquiry or your inquiry has not been satisfactorily addressed, you should then contact the Saskatchewan Privacy Commissioner's Office at toll free 1-877-748-2298, [webmaster@oipc.sk.ca](mailto:webmaster@oipc.sk.ca) or 503 1801 Hamilton Street, Regina, SK S4P 4B4 ([www.oipc.sk.ca](http://www.oipc.sk.ca)).

## **4. ROLES AND RESPONSIBILITIES**

### **4.1. All Staff**

4.1.1. Read, understand, and comply with JPCHF Privacy and Confidentiality Policy.

4.1.2. Sign JPCHF Confidentiality Agreement.

4.1.3. Safeguard the collection, use, access, and disclosure of all personal/business information.

## **5. POLICY MANAGEMENT**

The management of this policy including policy education, monitoring, implementation and amendment is the responsibility of the Chief Finance/Operating Officer.

## **6. NON-COMPLIANCE/BREACH**

Non-compliance with this policy will result in disciplinary action up to and including termination of employment and/or legal action taken.

## **7. REFERENCES**

Imagine Canada Standards Program



### **Confidentiality Agreement**

Jim Pattison Children's Hospital Foundation (JPCHF) also known as the Foundation, shares information with you as an employee, contract employee, volunteer and/or third party and is committed to protecting the privacy of the personal information of its donors, sponsors, employees, volunteers and other stakeholders. We value the trust of those we deal with and that of the public. Maintaining this trust requires that we are transparent and accountable for how we treat confidential business and personal information. The use of JPCHF information is strictly confidential and shall not be used, disclosed or otherwise made available to the general public, or any other individual, organization or business.

As an employee, contract employee, volunteer and/or third party of JPCHF, you agree that all JPCHF information is to be considered confidential and proprietary to the Foundation. You, the employee shall hold the same in confidence, shall not use any information other than for the sole purpose of conducting business on behalf of JPCHF. Information shall be disclosed only to Foundation officers, directors, or employees on a specific need to know basis. You, the employee will not disclose, publish or otherwise reveal any of the confidential donor information received during the course of your work and/or association with JPCHF to any other party whatsoever. The only exception is with the specific prior written consent and authorization of the President and CEO.

JPCHF information is not to be taken off JPCHF premises unless otherwise approved by the President and CEO.

Whereby, if an employee, contract employee, volunteer and/or third party leaves the employ of JPCHF, the confidential financial, management, planning and donor related information of JPCHF shall not be duplicated nor shared in any manner by the recipient. Upon the request of the Foundation, the recipient shall return all JPCHF information written or tangible form, including copies, or reproductions or other media containing JPCHF information.

This Confidentiality Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement remains in effect until amended by future agreement. I understand that breach of this Confidential Agreement shall result in dismissal.

I, the undersigned, do hereby agree to protect any personal and confidential information and adhere to all the legislative requirements with respect to the Privacy Act and protecting the privacy of Foundation information. I will not sell, trade, distribute or share any JPCHF information or mailing lists.

I understand the information I have been provided and/or obtain as a course of my employment/contract/volunteer service will be used to deliver and perform the services asked by the Foundation for which I have agreed. This agreement applies to all current employees, contract employees, volunteers and/or third party of JPCHF and shall remain in effect indefinitely, including post-employment.

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JPCHF Staff Member

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Witness

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Date



**Permission & Release Form**

I, \_\_\_\_\_, on my own behalf and/or on behalf of my child/children  
(full name )

agree to participate in video/audio taping or photography for Jim Pattison Children's Hospital Foundation (the "Foundation") to be used by the Foundation for promotional and fundraising purposes.

In consideration for my/our participation , in the \_\_\_\_\_  
(event/fundraiser) I consent and agree that any audio or video recordings and/or photographs of me or my child/children that may be taken, may be used by the Foundation, without the payment of any compensation or remuneration, for the sole purpose of promoting the Foundation's objectives, including use in any promotional or advertising material related to the fundraising activities of the Foundation. It is acknowledged and agreed that recordings may be used in an abridged or edited form.

The Foundation undertakes and agrees that any use by it of the audio or video recordings or photographs of me or my family members shall be done in a respectful and professional manner.

Dated at \_\_\_\_\_, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Individual/Parent/Legal Guardian

Family Contact Information:

Name of Adult:

Name of Child(ren):

\_\_\_\_\_

Email: I hereby give the Foundation expressed consent to contact me via email Yes \_\_ No \_\_

If yes, email: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

Other Notes: \_\_\_\_\_

\_\_\_\_\_