

**Health Information Network Provider
Acknowledgement of Confidentiality
in respect of the
Acute Care Enhanced Surveillance System**

This Acknowledgement of Confidentiality applies to and must be executed by all employees and agents of KFL&A Public Health who act on behalf of KFL&A Public Health in its capacity as a Health Information Network Provider (HINP) of the Acute Care Enhanced Surveillance (ACES) system. ACES involves the collection, use and disclosure of information between health information custodians, including information which may in certain circumstances meet the definition of "personal health information" under s. 4 of the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sch. A ("*PHIPA*").

As a HINP of ACES, KFL&A Public Health is required by s. 10(4) of *PHIPA* to comply with prescribed requirements of *PHIPA*, including s. 6 of Regulation 329/04 made under *PHIPA*. This Acknowledgement of Confidentiality reflects the prescribed requirements of *PHIPA* applicable to a HINP and is to be interpreted in a manner that is consistent with those requirements.

KFL&A Public Health has a dual role in respect of ACES, as both a HINP of ACES and a health information custodian that participates in ACES. It is acknowledged that certain employees and agents of KFL&A Public Health will act on its behalf in both aspects of this dual role, and will therefore be required to execute and comply with both a Confidentiality Agreement for employees and agents of KFL&A Public Health acting on its behalf as a participant in ACES ("Confidentiality Agreement") as well as this Acknowledgement of Confidentiality for a HINP. Whether this Acknowledgement of Confidentiality or the Confidentiality Agreement applies will depend on the capacity in which the employee/agent is acting at the time.

By signing this Acknowledgement of Confidentiality I, the undersigned, acknowledge and agree that when acting on behalf of KFL&A Public Health in its capacity as a HINP of ACES:

1. I shall not use any personal health information to which I have access in the course of providing the services of ACES, except as necessary in the course of providing those services;
2. I shall not disclose any personal health information to which I have access in the course of providing the services of ACES;
3. I shall not access any of the information in ACES except in compliance with the restrictions of this Acknowledgement of Confidentiality;

4. I will know and uphold my approved level of access to the information, including any personal health information, in ACES and will exercise that access only to the extent necessary and for the purposes of carrying out my responsibilities on behalf of KFL&A Public Health as a HINP in providing the services of ACES;
5. I shall notify the ACES Project Director, or his or her designate, immediately if I have accessed, used, disclosed or disposed of personal health information in ACES other than in accordance with this Acknowledgement of Confidentiality, if I become aware that an unauthorised person has accessed personal health information in or through ACES, or if I become aware of any breach of this Acknowledgement of Confidentiality whatsoever;
6. I will familiarize myself with, and comply with, any policies and procedures of ACES governing the collection, use, and disclosure of personal health information, and will comply with those policies and procedures. In the event that I believe my obligations under this Acknowledgement of Confidentiality conflict with or supersede the terms of any such polices or procedures, I will notify and request guidance from the ACES Project Director, or his/her designate;
7. I will notify the ACES Project Director, or his/her designate, immediately, and co-operate with KFL&A Public Health, if I receive any external demand for any information that is stored in or used by ACES;
8. I will immediately follow any instructions from the ACES Project Director, or his/her designate, regarding the secure destruction or return of information that I may have accessed or used in carrying out my responsibilities regarding ACES on behalf of KFL&A Public Health;
9. I will return to KFL&A Public Health immediately upon request by the ACES Project Director, or his/her designate, all ACES Information Technology to which I may have been given access, including any equipment, identification cards, access cards, or keys.

I ACKNOWLEDGE THAT:

1. My compliance with this Acknowledgement of Confidentiality is subject to audit by the ACES Project Director or his/her designate;
2. Failure to comply with this Acknowledgement of Confidentiality may lead to disciplinary action up to and including the termination of my relationship with KFL&A Public Health;
3. My duty to comply with the obligations of this Acknowledgement of Confidentiality shall continue indefinitely; and
4. I have read this Acknowledgement of Confidentiality in its entirety and I understand my obligations hereunder.

Name:

Signature:

Date: _____

Witness Name:

Signature:

Date: _____

Version 1.0, August 2014