



## MORNING BREEZE HEALTHCARE INC.

### PRIVACY POLICY

This Privacy Policy is specific to Manitoba operations. This Privacy Policy takes into account Morning Breeze HealthCare Inc.'s ("Morning Breeze") obligations under applicable privacy laws, including without limitation under *The Personal Information Protection and Electronic Documents Act* (Canada) and, as an additional safeguard given that Morning Breeze employs or contracts with nurses in connection with its temporary staffing services, this Privacy Policy is also reflects safeguards under *The Personal Health Information Act* of Manitoba ("PHIA"). Morning Breeze is not a Trustee under PHIA.

This Privacy Policy governs Morning Breeze's handling of third party personal information. Employee personal information is not covered by this Privacy Policy.

#### 1.0 Privacy Policy

At Morning Breeze, we understand the importance of your privacy rights and we are committed to meeting our privacy obligations in respect of personal information and personal health information under our custody and/or control. Morning Breeze has established this Privacy Policy to set out our management and administration practices in respect of personal information and personal health information.

Morning Breeze is a dedicated personal services and health services personnel contractor with a diverse portfolio of service offerings. Morning Breeze provides services under contract to governments, health care facilities and directly to consumers and their families ranging from: (i) health care staffing solutions of nurses and health care aides for hospitals, nursing stations, retirement care homes and other health care facilities, (ii) health care consultation services and staffing solutions specializing in dementia care; (iii) northern and remote travel nursing in designated Provinces/Territories in Canada, and (iv) home health and home care services delivered directly by Morning Breeze to consumers.

Morning Breeze has also established an Amazon storefront to direct consumers to recommended health products.

As a contractor, our privacy obligations are integrally tied to the privacy requirements and policies of the contracting party where we are a service provider/affiliate including to governments, health care facilities and other personal information/personal health information custodians/trustees and our obligations may differ by Canadian Province or Territory in which our services are delivered based on applicable laws.

Morning Breeze has its head office in Winnipeg, Manitoba, Canada, and delivers services in other Canadian Provinces under contract which may include but is not limited to staffing services of nurses and health care aides.

Where we provide services directly to families and individuals under contract, we have identified our privacy practices and safeguards to ensure that we meet our privacy obligations.

Morning Breeze is committed to the community and has established an Endowment Fund through The Winnipeg Foundation based in Winnipeg, Manitoba, Canada. In this Privacy Policy, we will also address personal information in respect of the Endowment Fund.

## **2.0 Personal Information and Personal Health Information**

This Privacy Policy covers both personal information and personal health information which may be under the custody or control of Morning Breeze.

For the purposes of this Privacy Policy:

- (i) "personal information" means information about an identifiable individual; and
- (ii) "personal health information" means, with respect to an individual, whether living or deceased,
  - (a) information concerning the physical or mental health of the individual;
  - (b) information concerning any health service provided to the individual;
  - (c) information concerning the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part of bodily substance of the individual;
  - (d) information that is collected in the course of providing health services to the individual, or
  - (e) information that is collected incidentally to the provision of health services to the individual.

## **3.0 Consent**

3.1. Where consent is required under this Privacy Policy, consent is only valid if it is reasonable to expect that the subject individual would understand the nature, purpose and consequences of the collection, use or disclosure of the personal information to which they are consenting.

3.2. Any consent required by Morning Breeze must (i) relate to the purpose for which the information is to be used or disclosed; (ii) be knowledgeable meaning that the individual will understand if information is required or voluntary, and the purposes for such collection, use and disclosure shall be clearly stated to the individual, (iii) be voluntary, and (iv) not be obtained through misrepresentation.

3.3. The subject individual shall be provided with information that a reasonable person in the same circumstances would need in order to make a decision about the collection, use and disclosure of sensitive personal information.

3.4. In the normal course, consent can be express or implied. However, consent must be in writing and may not be implied if:

- (i) Morning Breeze or its personnel is/are required to make a disclosure to a person who is not a Custodian or Trustee at law; or
- (ii) Morning Breeze makes a disclosure to another trustee, but the disclosure is not for the purpose of providing health care or assisting in providing health care.



#### **4.0 Collection and Administration**

Morning Breeze by law is limited to collect, use or disclose personal information only for purpose that a reasonable person would consider are appropriate in the circumstances. Morning Breeze does not use personal information without knowledge or consent unless permitted by law.

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##### **(a) Website**

Morning Breeze may collect certain limited information from website users when using our website. Our site enables script (i.e. cookies) that is able to read, store and write information on the user's browser and in the user's device. The information processed by this script includes personal information (IP address and session details) relating to your browsing history. Morning Breeze uses this information to improve our site. A user can reject all non-essential processing, which may affect the user's use of our site and its features.

##### **(b) Contracted Services to Custodians, Trustees and Other Like Agencies**

Where Morning Breeze employees and contractors provide services under contract to hospitals, nursing stations, retirement care homes and other such health care facilities who are custodians or trustees at law (collectively the "Health Care Facility"), personal information and personal health information is under the custody and control of the Health Care Facility and records are maintained by the Health Care Facility. The Privacy Policy of the Health Care Facility must be followed in respect of any personal information and personal health information that is collected or accessible by Morning Breeze employees and contractors in connection with their duties. Morning Breeze does not create or retain separate records containing personal information or personal health information for Health Care Facility patients/clients as part of such contracted services.

When services are being provided by Morning Breeze employees and contractors to Health Care Facilities, Morning Breeze and its employees and contractors shall:

- (i) obtain a copy of the Health Care Facility's Privacy Policy, review and comply with same in connection with the provision of services;
- (ii) execute any acknowledgement or such other form required confirming that the Morning Breeze employee and contractor has reviewed the Privacy Policy;
- (iii) protect the confidentiality of any personal information and personal health information to which Morning Breeze, its employees or contractors have access by virtue of their contract or the provision of services;
- (iv) report relevant personal information and/or personal health information to the Health Care Facility as typically required in the normal course for the Health Care Facility's own employees and contractors;
- (v) collect, use, and disclose personal information and personal health information only as directly required to carry out and perform the job duties of the contracted position and in



accordance with any specified requirements of the Health Care Facility's Privacy Policy or as directed by the Health Care Facility;

(vi) report any privacy breaches to the Privacy Officer of the Health Care Facility in accordance with the requirements of the Health Care Facility's Privacy Policy;

(vii) all Morning Breeze employees and contractors who are governed by licensing professional standards shall at all times comply with same; should there be any perceived conflict, same shall be brought by the employee or contractor to the attention of the Morning Breeze Privacy Officer for resolution.

**(c) Direct Service to Clients**

Morning Breeze is not itself a custodian or trustee of personal health information, but in an effort to streamline processes given that it employs or contracts with health professionals who may be custodians or trustees by the nature of their profession, Morning Breeze hereby establishes the following collection practices:

(i) personal information and personal health information shall only be obtained for a purpose directly connected to the provision of the contracted health services;

(ii) the collection of personal information and personal health information shall be limited only to the minimum amount of information necessary to provide the contracted health services;

(iii) where a new or additional purpose is required for personal information or personal health information, a new consent shall be required. Consent shall only be mandatory where personal information or personal health information is necessary to provide the service, otherwise same shall be detailed to the subject person as optional;

(iv) whenever possible and where reasonable, personal information and personal health information shall be collected directly from the individual the information is about except where permitted by law, for example:

(A) the individual has authorized another method of collection;

(B) collection of the information directly from the individual could reasonably be expected to endanger the health or safety of the individual or another person;

(C) collection of the information in in the interest of the individual and time or circumstances do not permit collation directly from the individual;

(D) collection of the information directly from the individual could reasonably be expected to result in inaccurate information being collected;

(E) or subject to exceptions permitted by applicable law.

Where personal information or personal health information is collected directly from the individual the information is about and the same or similar information has not been collected from such person recently for the same or a related purpose, Morning Breeze and its employees and contractors shall,

before it is collected or as soon as is practicable afterwards, take reasonable steps to inform the individual of:

- (i) the purpose for which the information is being collected; and
- (ii) and, if a nurse, can answer questions about the collection or alternatively, the Morning Breeze Privacy Officer's name and contact information shall be provided to the subject individual in order that any of his/her/their questions about the collection can be answered.

Personal information may only be collected without the knowledge or consent of the individual, and only then when expressly permitted by law.

**(d) Amazon Store Front**

No personal information or personal health information is collected by Morning Breeze or provided to Morning Breeze by Amazon. Morning Breeze collects analytics information only which is entirely anonymized.

**(e) Endowment Fund**

Where individuals or entities choose to contribute to the Endowment Fund through Morning Breeze, Morning Breeze may receive the payor's name, address, donation amount and financial information connected to the donation; Morning Breeze simply forward the payment to The Winnipeg Foundation and thereafter deletes the electronic record of same and does not retain any information concerning the donor or the donation.

**5.0 Accuracy**

**(a) Direct Service to Clients**

Prior to using or disclosing personal information or personal health information, Morning Breeze shall take reasonable steps to ensure that the information is accurate, up to date, complete and not misleading.

Morning Breeze staff shall consistently confirm relevant personal information and personal health information prior to carrying out any health service or home care or personal service. Nurses shall follow standards of practice in respect of same.

**(b) Contracted Services to Custodians, Trustees and Other Like Agencies**

In connection with services carried out for Custodians, Trustees and other like agencies by Morning Breeze employees and contractors:

personal information and personal health information used to make health and/or care decisions shall be confirmed for accuracy to ensure the appropriate delivery of treatment and health care services. Morning Breeze employees and contractors shall meet any governing professional standards and shall follow the practices and procedures set by the Custodian/Trustee with whom Morning Breeze has contracted for such services.



Should the Morning Breeze employee or contractor have any concerns in respect of ensuring the accuracy of personal information or personal health information, same shall be reported to a supervisor of the Custodian or Trustee and Morning Breeze (no personal information or personal health information to be provided).

Morning Breeze is not responsible nor liable for the personal information or personal health information under the custody or control of any Custodian/Trustee or Other Like Agency or its privacy practices, though we will take steps to raise any concerns reported to us by Morning Breeze employees and contractors.

## **6.0 Use**

6.1. Morning Breeze only uses personal information with the consent of the individual or his/her/their representative, unless otherwise permitted by law.

## **7.0 Disclosure**

7.1. Morning Breeze does not disclose information without the consent of the individual or his/her/their representative, unless otherwise permitted by law.

7.2. Consent for disclosure shall be by way of express consent unless expressly directed by the Privacy Officer.

## **8.0 Retention and Destruction**

### **(a) Direct Service to Clients**

Morning Breeze shall retain a copy of personal information and personal health information during the provision of services and for a period of six years from the day services cease in order to (i) allow the individual an opportunity to access their records, (ii) for reporting purposes and tax considerations, and (iii) to allow for applicable limitation periods to be completed in order that Morning Breeze be in a position to defend its activities.

Any and all records containing personal information and personal health information shall be safeguarded at all times by Morning Breeze as set out in the Morning Breeze Security Safeguards Policy and as set out herein.

Records containing personal information shall be diarized for destruction following the limitation period set out above.

Destruction of records shall be carried out in a manner that maintains the confidentiality of personal information and personal health information in those records.

### **(b) Contracted Services to Custodians, Trustees and Other Like Agencies**

Morning Breeze employees and contractors shall follow the retention and destruction practices established by the Custodians/Trustees and other like agencies who have custody and control of the subject records.

Morning Breeze is not responsible nor liable for the personal information or personal health information under the custody or control of any Custodian/Trustee or Other Like Agency or its privacy practices,

though we will take steps to raise any concerns reported to us by Morning Breeze employees and contractors.

## **9.0 Security Safeguards**

### **(a) Direct Service to Clients**

Morning Breeze has adopted a Security Safeguards Policy which is incorporated into and forms part of this Privacy Policy to protect personal information and personal health information under its custody or control by adopting such safeguards to ensure the confidentiality, security, accuracy and integrity of the information.

These security safeguards include: (i) administrative safeguards, (ii) technical safeguards and (iii) physical safeguards.

### **(b) Contracted Services to Custodians, Trustees and Other Like Agencies**

Morning Breeze employees and contractors for contracted services to like agencies shall follow the security safeguard practices established by the Custodians/Trustees and other like agencies who have custody and control of the subject records.

Morning Breeze is not responsible nor liable for the personal information or personal health information under the custody or control of any Custodian/Trustee or other like agency or its privacy practices, though we will take steps to raise any concerns reported to us by Morning Breeze employees and contractors.

## **10.0 Information Managers**

10.1. Morning Breeze may by written contract engage information managers for the purpose of processing, storing or destroying personal information or personal health information under its custody or control or providing Morning Breeze with information management or information technology services.

10.2. The contract entered into between Morning Breeze and any such information manager shall ensure that the information manager only uses or discloses personal information under the custody or control of Morning Breeze for the contracted purposes and that the information manager will take steps to protect the personal information and personal health information at all times from such risks as unauthorized access, use, disclosure, destruction or alteration in accordance with the requirements of this Privacy Policy and applicable laws.

10.3. Personal information and personal health information that is provided to an information manager by Morning Breeze is deemed to be maintained by Morning Breeze for the purposes of its obligations at law and under this Privacy Policy.

## **11.0 Personal Health Information Number ("PHIN" or equivalent)**

11.1. For the purposes of this Privacy Policy, "PHIN" means the personal health identification number assigned to an individual by applicable government to uniquely identify the individual for health care purposes in Manitoba, or such equivalent in Provinces of Canada outside of Manitoba.

Morning Breeze does not collect a PHIN from any individual in connection with its services.

## 12.0 No Sale of Personal Information or Personal Health Information

12.1. Morning Breeze does not engage in the sale or disposition or disclosure of personal information for value or consideration, except as may be permitted by law (for example, in connection with the sale of Morning Breeze or its assets should such an event occur, which shall be carried out in accordance with applicable law).

## 13.0 Privacy Breaches

13.1. "**privacy breach**" means in relation to personal information or personal health information under the custody or control of Morning Breeze, where in respect of same there is:

- (i) theft or loss; or
- (ii) unauthorized access, use, disclosure, destruction or alteration of such information.

"**significant harm**" includes, in relation to an individual, bodily harm, humiliation, damage to the individual's reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the individual's credit rating or report, and damage to or loss of the individual's property.

13.2. In the event of a privacy breach in respect of personal information or personal health information, after considering all of the relevant factors including those detailed below, if the breach could reasonably be expected to create a real risk of significant harm to the subject person, Morning Breeze shall notify the affected individual(s) about the privacy breach, and shall report same to the Privacy Commissioner of Canada in accordance with applicable law.

Factors to be considered:

- (i) the sensitivity of the personal information or personal health information involved in the breach;
- (ii) the probability that the personal information has been , is being, or will be misused; and
- (iii) any other factor prescribed by law.

13.3. Notice to the affected individual(s) shall:

- (i) be given as soon as practicable after the privacy breach becomes known to Morning Breeze;
- (ii) be given in writing where practicable and contain sufficient information to allow the individual to understand the significance to them of the breach and to take steps, if any are possible, to reduce the risk of harm that could result from it or to mitigate that harm. Notice shall be given in the prescribed manner; and
- (iii) be given directly the individual except where permitted by applicable law.

13.4. Any notification to be given shall be made as soon as feasible after the organization determines that a breach has occurred.



#### **14.0 Privacy Officer – Role and Responsibilities**

Morning Breeze has appointed a Privacy Officer to oversee its compliance with its privacy obligations and to receive and address any questions and concerns.

The Privacy Officer is responsible to manage and administer the following:

- (i) day-to-day administration of the Morning Breeze's activities and to monitor Morning Breeze's privacy compliance taking into account applicable laws which vary by Province in Canada and by jurisdiction;
- (ii) ensure that this privacy policy is established and implemented, and that safeguards and security procedures are developed and implemented;
- (iii) that all personnel receive appropriate training concerning (I) this Privacy Policy and their role in respect of privacy activities, (II) applicable privacy laws and requirements and Morning Breeze's obligations thereunder;
- (iv) that this Privacy Policy is reviewed on an annual basis and updated as necessary to comply with applicable laws and legal developments and to meet then-current business requirements;
- (v) receive, review and respond to all requests for access to personal information, personal health information and records;
- (vi) provide advice regarding the disclosure or non-disclosure of personal information and personal health information;
- (vii) coordinate privacy breach responses, including notification to affected persons and reporting to the Provincial Ombudsman, the Privacy Commissioner of Canada or others as applicable subject to jurisdiction.

The Privacy Officer may, in his/her/their discretion and subject to corporate direction, appoint other Morning Breeze employees to carry out responsibilities of the Privacy Officer. The Privacy Officer shall remain in a supervisory capacity with respect to such activities.

Morning Breeze shall ensure that an additional employee (or more than one as appropriate) is appointed and advised that he or she will serve as Acting Privacy Officer in the event of an absence of the Privacy Officer for a period of 48 hours or more. In the event that the Privacy Officer is away for any reason, such employee will serve as Acting Privacy Officer during such period of absence to ensure that the Privacy Officer is available to answer questions concerning privacy practices, to oversee organizational compliance with this Privacy Policy and Morning Breeze's privacy practices, and to respond to any urgent or emergent privacy matters during any such absence of the Privacy Officer. The Acting Privacy Officer shall provide a detailed report of all actions and activities engaged in by him/her/them during the Acting period to ensure continuity.

#### **15.0 Right of Access to Personal Information and Personal Health Information**

15.1. Subject to certain exceptions specified at law, an individual has a right on request to examine and receive a copy of his/her/their personal information and personal health information.

15.2. Morning Breeze shall post a notice at its offices and make available a brochure providing notice to individuals to which it provides direct service:

(i) in a manner that the individual can reasonably be expected to understand, state that the individual has a right to examine and receive a copy of his/her/their personal information and personal health information, and

(ii) state that the individual has a right to authorize another person to examine and receive a copy of the personal information and personal health information;

(iii) provide a reference to the Morning Breeze Privacy Policy and a location where same may be accessed.

15.3. Morning Breeze shall display the notice prominently and in as many locations and in such numbers as is reasonable to ensure that such information will come to an individual's attention.

15.4. Where an individual wishes to request access to his/her/their information held by Morning Breeze, he/she/they shall do so in writing where reasonably possible.

15.5. Morning Breeze has an obligation to provide assistance to any individual who informs Morning Breeze that he/she/they require assistance in preparing an access request.

15.6. Upon receipt of an access request, same shall be sent to the Morning Breeze Privacy Officer without delay.

15.7. Morning Breeze shall have thirty (30) days from receipt of the request to provide a written response in accordance with applicable law.

15.8. Morning Breeze may extend the time limit for:

(a) a maximum of an additional thirty (30) days if (i) meeting the time limit would unreasonably interfere with the activities of the organization, or (ii) the time limit required to undertake any consultations necessary to respond to the request would make the time limit impracticable to meet; or

(b) for the period that is necessary in order to be able to convert the personal information into an alternative format.

In the event Morning Breeze extends the deadline, it shall no later than thirty (30) days after the receipt of the request, send a notice of the extension to the individual advising them of the new time limit, the reason for extending the time limit and of their right to make a complaint to the Privacy Commissioner of Canada in respect of the extension.

15.9. If Morning Breeze fails to respond to a request for access, Morning Breeze is deemed to have refused the request.

15.10. Morning Breeze shall refuse access to records containing the personal information of a third party unless same can be severed from the record or unless the third party consents to the disclosure, or subject to other mandatory refusal requirements set out at law.

15.11. Morning Breeze may only refuse access to information requests in accordance with applicable law.



## **16.0 Complaints**

16.1. In the event a complaint is made to Morning Breeze about its privacy practices, same shall be forwarded forthwith to the Privacy Officer for investigation, and response where appropriate. Should any deficiencies in privacy practices be identified, same shall be remedied by Morning Breeze, and its Privacy Policy or procedures as appropriate shall be updated.