

# Duty of Confidentiality Standards



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## 1. OVERVIEW STATEMENT

- 1.1 The Hydro One Ombudsman (“the Ombudsman”) is committed to safeguarding the confidentiality of Complainant information and having a process in place to manage the confidentiality of information and responding to incidents should they arise.
- 1.2 The Ombudsman’s Office is expected to adhere to the requirements set out in these Standards, the Terms of Reference and any applicable legislation protecting the privacy of personal information.

## 2. PURPOSE

- 2.1 These Standards set out the requirement of the Ombudsman’s Office to maintain confidentiality and provides a framework for when information may be released.

## 3. SCOPE

- 3.1 These Standards apply to the Ombudsman’s Office while delivering Services to Complainants, including when off-duty, and extends beyond the completion of employment with the Ombudsman’s Office.

## 4. DEFINITIONS

- 4.1 “**Complainant**” means customer, stakeholder, and any affected party or group who has dealings with Hydro One respecting its Services and makes a complaint to the Ombudsman’s Office. A Complainant may include someone acting as a representative on behalf of a Complainant.

- 4.2 “Confidential”** means information shared in the course of Services being delivered by the Ombudsman’s Office with the expectation that it will not be divulged to others unless consent has been provided.
- 4.3 “Consent”** means providing either written or oral permission to the Ombudsman’s Office. If written, the Consent is to be in a form prescribed by the Ombudsman’s Office.
- 4.4 “Hydro One”** means Hydro One Inc. and its subsidiaries (together referred to as “Hydro One”).
- 4.5 “Ombudsman’s Office”** means the Hydro One Ombudsman and the Ombudsman’s staff.
- 4.6 “Records”** means information that is created or received by the Ombudsman’s Office, which would reasonably form part of the information that is retained as part of usual business practice. Records provide evidence of decisions, operations, internal and external business transactions and activities. Examples of Records include, but may not be limited to complaint submissions, signed consent forms, copies of evidence provided to the Ombudsman, notes, investigation reports, drafts of final documents (if necessary), OCMS entries, and emails (depending on the content).
- 4.7 “Services”** means services delivered, including but not limited to interactions arising from phone contacts, information submissions, intake, the provision of support and advice, early resolutions, and investigations.

## **5. GUIDING PRINCIPLES**

- 5.1** The Ombudsman’s Office maintains confidentiality in its operations in accordance with its duty of confidentiality.
- 5.2** The Ombudsman’s Office staff sign an “Undertaking of Confidentiality”, agreeing to be bound by the duty of confidentiality in the course of their duties. A copy of the Undertaking of Confidentiality is attached as Appendix “A”.
- 5.3** The Ombudsman’s Office will not confirm nor deny the existence of a complaint unless Consent from the Complainant has been provided for the release of information.

- 5.4** Complaint files and Records are not accessible to anyone outside the Ombudsman's Office except in accordance with these Standards.

## **6. RESPONSIBILITIES**

### **6.1 The Ombudsman's Office**

- 6.1.1** The Ombudsman's Office will inform every Complainant of the Ombudsman's Office's duty of confidentiality.
- 6.1.2** The Ombudsman's Office will confirm that they are speaking with the Complainant and/or their designated representative(s) before discussing their case details with them.
- 6.1.3** The Ombudsman's Office will ensure that all complaint information, including the identity of a Complainant and any written or electronic material provided or sent in relation to a complaint, are kept Confidential.
- 6.1.4** The Ombudsman's Office may disclose Confidential information in certain circumstances as outlined in these Standards, such as where a Complainant consents to waiving confidentiality of their personal information.

### **6.2 Complainant and Designated Representatives**

- 6.2.1** A Complainant may authorize the Ombudsman's Office to speak with and/or interact with a designated representative on their behalf.
- 6.2.2** Where a Complainant has identified a designated representative(s) who will be acting on their behalf, an "Authorization Form" or acceptable equivalent may need to be completed before the Ombudsman's Office can communicate with a Complainant's designated representative.
- 6.2.3** A Complainant is required to maintain confidentiality and not disclose any discussions or correspondence that form part of the complaint process or use it in any ongoing or subsequent legal or other proceeding. Before an investigation is commenced, a Complainant, and any designated representative, must consent to the Ombudsman's "Consent to Investigate" which stipulates this requirement.

## 7. CONFIDENTIALITY MEASURES

### 7.1 Access to Confidential Information

- 7.1.1 Only the Ombudsman's Office may have access to Complainant files and Records.
- 7.1.2 Access to information contained in the Ombudsman's case management system (OCMS) is available only to the Ombudsman's Office.
  - 7.1.2.1 Information Technology professionals may need to access OCMS to provide technical assistance to the Ombudsman's Office. Any information reviewed by those professionals in the process of providing technical assistance shall be kept Confidential.

### 7.2 Property of the Ombudsman

- 7.2.1 All Records that are received, created, sent or otherwise collected for complaint handling purposes are the property of the Ombudsman. All Records will be treated as Confidential.

## 8. CONFIDENTIALITY CLASSIFICATIONS

- 8.1 The Ombudsman's Office aligns with the Information Classification and Handling Standards of Hydro One as it relates to confidentiality classifications. The four confidentiality classifications for information are:
  - 8.1.1 **Secret** – information that is extremely sensitive where unauthorized access could lead to “catastrophic” or “severe” consequences.
  - 8.1.2 **Confidential** – information that is sensitive where unauthorized access could cause “major” or “moderate” consequences.
  - 8.1.3 **Internal Use** – information that is meant only for internal use and not to be made publicly available or may result in “minor” consequences.
  - 8.1.4 **Public Use** – information that is created in the normal course of business that can be made publicly available without significant adverse

consequences. This includes information meant for routine disclosure or dissemination.

- 8.2** The Ombudsman's Office will treat information in its care in accordance with the confidentiality classifications set out herein.
- 8.3** Communications between the Complainant and the Ombudsman's Office, including complaint related correspondence (written or electronic) and any envelopes carrying correspondence will be treated as Confidential. Written correspondence will be sent in envelopes indicating they are "Confidential".
- 8.4** Unlabelled digital or paper documents will be treated as Confidential unless otherwise classified.
- 8.5** The Ombudsman may determine how information is to be classified in relation to the confidentiality classifications.

## **9. EMAILS AND CONFIDENTIALITY**

- 9.1** Emails are subject to the following classification requirements:
  - 9.1.1** The body of an email ends with a "Confidentiality Notice".
  - 9.1.2** The Ombudsman's Office will exercise caution when sending emails to ensure that only the Complainant and their authorized representative (if applicable) are the intended parties to complaint related correspondence.

## **10. COLLECTION AND USE OF PERSONAL INFORMATION**

- 10.1** The collection of personal information by the Ombudsman's Office is limited to what is needed to fulfill its responsibilities as it relates to the direct delivery of its Services.

## **11. CIRCUMSTANCES IN WHICH INFORMATION MAY BE DISCLOSED**

### **11.1 Complainant Consent to Waive Confidentiality**

- 11.1.1** A Complainant may provide Consent to waive confidentiality of their personal information in order for the Ombudsman's Office to make

preliminary inquiries, attempt to resolve their complaint or investigate their complaint.

**11.1.2** Where a Complainant has provided Consent for the Ombudsman's Office to disclose personal information to Hydro One, the information shared may include the identity of the Complainant, the circumstances of their complaint, and any Records relating to the complaint.

**11.1.3** Consent may also be provided by the Complainant as it relates to the release of information to individual(s) representing or assisting the Complainant.

## **11.2 Where Complainant Consent Not Required**

**11.2.1** Notwithstanding anything in these Standards, in accordance with the Terms of Reference, the Ombudsman's Office may disclose information, if applicable, to Hydro One and/or to the Ontario Energy Board, including the status or outcome of an investigation and/or providing a copy of the final response letter delivered to the Complainant, if applicable, after an investigation has concluded.

## **12. RELEASE OF INFORMATION**

**12.1** The Ombudsman's Office shall maintain confidentiality at all times. The Ombudsman's Office shall take all reasonable steps to ensure there is no unauthorized access to Confidential information and where information is shared, it must be in compliance with these Standards.

### **12.2 Complainant Request for Information**

**12.2.1** The Ombudsman's Office may release copies of Records included in a Complainant's file to the Complainant if the following conditions are met:

- i. The Records requested by the Complainant were provided by the Complainant to the Ombudsman's Office; or
- ii. The Records requested by the Complainant were provided by Hydro One to the Ombudsman's Office and the Complainant was also copied by the company; or

- iii. The Records requested were already provided to the Complainant as part of the Ombudsman's Office's complaint process; or
- iv. The Ombudsman determines the release of Records to be appropriate in the circumstances.

**12.2.2** A Complainant is not entitled to copies of Records provided by Hydro One to the Ombudsman's Office during the course of its complaint resolution process. In the event the Complainant requests copies of Hydro One's Records, the Ombudsman will not release these Records unless authorization has been granted by Hydro One.

### **12.3 Hydro One Request for Information**

**12.3.1** The Ombudsman's Office may release copies of Records included in a Complainant's file to Hydro One if the following conditions are met:

- i. The Records requested by Hydro One were provided by Hydro One to the Ombudsman's Office; or
- ii. The Records requested by Hydro One were provided by the Complainant to the Office and Hydro One was also copied by the Complainant; or
- iii. The Ombudsman's Office determines the release of the Records is appropriate to facilitate the complaint resolution process.

**12.3.2** Hydro One is not entitled to copies of Records provided by the Complainant to the Ombudsman's Office during the course of its complaint resolution process. In the event the Hydro One requests copies of the Complainant's Records, the Ombudsman will not release these Records unless authorization has been granted by the Complainant.

### **12.4 Media or Other Interested Parties Request for Information**

**12.4.1** Media and other interested parties, such as elected representatives, family, associates, colleagues and friends are not privy to information about specific inquiries, individual cases, investigations or reviews by the Ombudsman's Office that are not in the public domain.

**12.4.2** Unless otherwise specified, requests from media representatives to the Ombudsman's Office requesting information regarding a specific complaint or investigation must be referred to the Ombudsman for response.

**12.4.3** The Ombudsman's Office shall obtain Consent to waive Confidentiality from a Complainant prior to sharing a Complainant's information with any party outside of Hydro One, including elected representatives.

## **12.5 General Information Requests**

**12.5.1** When general requests are received from the public or other interested parties for information that may be Confidential, the Ombudsman's Office will inform the requester of its duty of confidentiality.

**12.5.2** The Ombudsman's Office may provide general information about the role and function of the Ombudsman's Office but may not discuss any particulars that would contravene these Standards.

## **12.6 Investigation Reports**

**12.6.1** Ombudsman investigation reports are generally Confidential. Reports that are publicly released by the Ombudsman will have the identities of the parties (with some exceptions) removed from the report.

**12.6.2** If an investigation report is disclosed, the Ombudsman may determine what information is shared, such as information that is needed to support the Ombudsman's conclusions and recommendations.

## **13. BREACH OF CONFIDENTIALITY**

**13.1** The Ombudsman takes concerns about breach of confidentiality seriously.

**13.2** Members of the Ombudsman's Office are expected to report to the Ombudsman any real or suspected breaches of these Standards as soon as they become aware that a potential or actual breach has occurred.

**13.3** In a situation where there has been a confidentiality breach, the Ombudsman's Office will immediately make every effort to retrieve the Confidential information (where possible).



- 13.4** Any alleged breach of confidentiality shall be reviewed and investigated by the Ombudsman. The Ombudsman may speak with the parties involved and take any steps that it considers appropriate in the circumstances.

#### **14. REVIEW OF STANDARDS AND PROCEDURES**

- 14.1** These Standards will be reviewed and amended as may be required by the Ombudsman's Office. The Ombudsman's Office shall also update the procedures that accompany these Standards as needed.

#### **15. RELATED DOCUMENTS**

- 15.1** These Standards are accompanied by related procedures. Other documents related to these Standards are noted below.

Related Document	Effective Date of Document	Applicable Sections
Terms of Reference	August 11, 2020	ss. 11 (g), 13 to 18.
Information Data Security Standards	March 14, 2022	ss. 5, 6, 8 and 9.
Record Keeping Standards	March 14, 2022	ss. 5.1.3, 6.3.1.2, 6.3.1.3, 6.4.1, 6.4.4, 8.2, 8.3, 9, 10, 11 and 12.
<i>Personal Information Protection and Electronic Documents Act</i>	S.C. 2000, c. 5	
Complainant Distress Practices	March 14, 2022	ss. 5.1-5.5.

**Approval Date: October 31, 2023**

## APPENDIX "A"



### Office of the Ombudsman Hydro One

#### Undertaking of Confidentiality

I confirm that I have read and understand the Ombudsman's Duty of Confidentiality Standards ("Standards").

I agree to be bound by the duty of confidentiality, and to follow the Standards in the course of my duties with the Office of the Ombudsman at Hydro One. I will not disclose any information to which I have access with respect to the handling of complaints except as required and appropriate to the circumstances and in full compliance with the Standards.

By signing this document, I acknowledge that I have read, understood and agreed to the above conditions.

Signed at \_\_\_\_\_,

this \_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)