

Confidentiality Agreement Sample

As an employee, volunteer, student, or otherwise providing services as part of the Trustee organization, I understand that I may have access to confidential information that includes, but is not limited to, information relating to:

- Patients (such as health records, conversations, admitting/registration information, patient financial information, etc.);
- Other Trustee organization employees or volunteers (such as employment records, disciplinary actions, etc.);
- Trustee organization business information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.); and
- Information about Trustee organization's business partners and service providers.

Confidential information includes personal health information and personal information and is protected by legislation such as *The Health Information Protection Act* (HIPA); *The Local Authority Freedom of Information and Protection of Privacy Act of SK* (LA FOIP); and *The Mental Health Services Act*, as well as by Trustee organization policies.

As a condition of and in consideration of my access to confidential information, I promise that:

BASIC CONFIDENTIALITY OBLIGATIONS

I will use confidential information only as needed to perform my legitimate duties with the Trustee organization. This means, among other things, that:

- I understand that all information I see or hear within Trustee organization is confidential;
- I understand what HIPA and LA FOIP are and the purpose of each Act;
- I will not access or view my own personal information or personal health information;
- I further understand that there are regional policies, provincial and federal legislation that prohibit unauthorized collection, use and disclosure of patient information;
- I will only access (view/use) confidential information for which I have a need to know in connection with the services I am providing to the Trustee organization;
- I understand that the only information I need to know is information required to complete my duties;
- I understand that I need to obtain a patient's consent to disclose information to a third party, unless there is a legislated requirement to disclose without consent.

- I understand that under no circumstance can I share any information that I see/hear with any other person unless legally entitled to;
- I understand that talking about anything from a patient's personal health information, even if I do not identify specifically who the patient is, is unauthorized disclosure;
- I understand that unauthorized use includes looking up any information on my spouse, family members, friends, acquaintances, co-workers, etc. This includes looking up birth dates and addresses for personal use;
- I understand that viewing personal information/personal health information without an authorized need to know (whether in a paper format or electronically) is still considered inappropriate use;
- I understand that looking up a patient's personal health information out of curiosity/general interest is prohibited and is unauthorized;
- I understand that I will not dispose of any paper documents containing confidential information into the garbage and will ensure such documents are shredded;
- I will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of my duties with the Trustee organization;
- I will safeguard and will not disclose or share my passwords, User ID's, clearance badges, access cards, keys or other codes or devices assigned to me (or created by me) that allow me to access confidential information. I accept responsibility for all activities undertaken using such codes and devices;
- I understand that my privileges/access rights are subject to periodic review and if deemed appropriate by the Trustee organization, revision;
- I understand that there are severe consequences if I breach policy and HIPA including employment termination and/or legal action;
- I understand that my name may be released to a complainant as part of full disclosure in a proven case of breach of privacy.
- I agree to review and comply with all legislation and Trustee organization policies respecting privacy and security, as amended from time to time.

USER ACCOUNT & DATA ACCESS RULES & REGULATIONS

If given a Trustee organization network/application account:

- I agree to utilize the information provided on the Trustee organization computer system for the sole purpose of performing my legitimate duties with the Trustee organization;
- I agree I am responsible and accountable for all activities conducted on the computer network under my Trustee organization user account;
- I will not share my Trustee organization user account or password to others as it is strictly prohibited;

- If I generate, create or print-off any paper documents or electronic documents containing any confidential information, I agree to thoroughly destroy or erase such documents when they are no longer needed;
- I agree to abide by the Trustee organization IT Acceptable Usage Policy and the Appendix A Internet Use and Appendix B Email policies;
- I acknowledge and accept that Trustee organization reserves the right to actively monitor their systems/applications in order to protect and maintain the integrity of Trustee organization system resources and to ensure compliance with policies and procedures;
- Any misuse of Trustee organization systems will be addressed by the user's manager/supervisor in accordance with both the IT Acceptable Usage Policy and the Privacy Concern Handling policy; and there can be severe consequences if misuse of the systems or applications occurs.

GENERAL

The obligations contained in this Agreement are intended to be complementary to any similar obligations I may have agreed to in other Trustee organization agreements or policies or as may be imposed by law or applicable professional ethical obligations. To the extent of any inconsistency between such obligations, the obligations imposing the highest confidentiality standard shall govern.

I agree that my obligations under this Agreement will continue after any termination of my employment or affiliation with the Trustee organization.

Agreed to by:

Employee/Volunteer/Student Signature

Date

Printed Name

Position