

## Appendix A: Saskatchewan Health Authority Confidentiality Agreement

As an individual providing services (whether as an employee, practitioner staff, volunteer, student or otherwise) to the Saskatchewan Health Authority, I understand that I may have access to confidential information in many formats including, without limitation, electronic, printed or spoken communication. **Confidential Information** may include, but is not limited to, information relating to:

- Patients, clients and residents (such as health records, diagnoses, conversations, registration information, patient financial information, etc.)
- Saskatchewan Health Authority staff (such as employment records, disciplinary actions, etc.)
- Saskatchewan Health Authority business information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, etc.)
- Information about Saskatchewan Health Authority's business partners and service providers.

Confidential Information is protected by *The Health Information Protection Act (HIPA) Saskatchewan, The Local Authority Freedom of Information and Protection of Privacy Act (LAFOIP) Saskatchewan, The Health Information Act (HIA) Alberta, The Freedom of Information and Protection of Privacy Act (FOIP) Alberta*, and other applicable privacy legislation including Federal or other jurisdictional legislation as appropriate, as well as by Saskatchewan Health Authority policies.

1. I acknowledge and agree that my right to access, use and disclose confidential information is subject to the following conditions:
  - a) I will only view, use or disclose confidential information which I have a legitimate need-to-know;
  - b) I will keep all Confidential Information in the strictest of confidence;
  - c) I will only view and use such information for the purpose(s) for which I am granted user rights, and will only disclose that information as permitted by HIPA, LAFOIP, other applicable privacy law, and/or Saskatchewan Health Authority policy;
  - d) I will not access my own personal information or personal health information, unless I make an approved request as per Saskatchewan Health Authority policy;
  - e) I will not look up any information on my spouse, family members, friends, acquaintances, co-workers etc. without a professional need-to-know. I will not look up birth dates, phone numbers and addresses for personal use;
  - f) I understand that looking up patient, client and/or resident's personal health information out of curiosity / general interest is prohibited;
  - g) I will not in any way divulge, copy, release, alter, revise, or destroy any Confidential Information except as authorized within the scope of my duties with Saskatchewan Health Authority and as permitted by law and Saskatchewan Health Authority policy; and
  - h) I understand that it is my responsibility to ensure Confidential Information in my possession is maintained in a physically secure environment.
2. I will safeguard and will not disclose or share with any other person my access code(s) (password), user IDs, access cards, keys or any other authorization code or device that allows

me access to Confidential Information. I accept responsibility for all activities undertaken using my codes and devices:

- a) I will lock computer screens when unattended and log off computer systems after use;
  - b) I will not log on to a system or access Confidential Information to allow another person to view that information or to use that system, unless authorized by legislation or internal policies;
  - c) I will report any suspicion or knowledge that my access code, user ID, access card, key or other authorization code or device, or any Confidential Information has been lost, misused or disclosed without Saskatchewan Health Authority authorization;
  - d) If I download or transfer computer files containing Confidential Information to any non-Saskatchewan Health Authority authorized computer, data storage device, portable device, mobile device, or other device capable of storing digitized data it shall be done in compliance with HIPA, LAFOIP, any other privacy legislation and Saskatchewan Health Authority policies with respect to the treatment of the Confidential Information;
  - e) I will only print documents containing Confidential Information in a physically secure environment, will not allow other people access to printed Confidential Information, and will store all printed Confidential Information in a physically secure environment;
  - f) If I no longer need Confidential Information, I will securely dispose of or destroy the Confidential Information as per Saskatchewan Health Authority policy; and
  - g) I agree to abide by all relevant Acceptable Use Policies.
3. I acknowledge my obligation to report to my manager or the Saskatchewan Health Authority Privacy Office or designate any practice by another person that violates these obligations or puts the Saskatchewan Health Authority, its personnel, or its patients, clients and residents at risk of improper access, use or disclosure of Confidential Information.
4. I understand that I may be given access to electronic health care systems or repositories by Saskatchewan Health Authority strictly for authorized work purposes. Additional privacy training, as part of this access, may be required as part of my access permissions. All accesses to these systems under the Saskatchewan Health Authority's authority, that is not directly related to an authorized role-based work requirement or task, is strictly prohibited and a contravention of Saskatchewan Health Authority policy.
5. I understand that I must complete all mandatory privacy training and confidentiality requirements as determined by Saskatchewan Health Authority on an ongoing basis. This may include, but not be limited to, annually revisiting the confidentiality agreement and privacy refresher training.
6. I understand that my use of Confidential Information is subject to monitoring and periodic auditing by the Saskatchewan Health Authority.
7. I agree that I have no right or ownership interest in any Confidential Information referred to in this Agreement.

8. I agree to review and comply with all applicable legislation and Saskatchewan Health Authority policies respecting privacy, confidentiality and security of which I am specifically advised and provided a copy of or given access to by Saskatchewan Health Authority.
9. I understand that my name may be released by the Saskatchewan Health Authority as part of full disclosure in a proven case of breach of confidentiality.
10. I understand that a failure to comply with this Agreement may result in action being taken against me which may include but is not limited to the following:
  - a) Disciplinary action by the Saskatchewan Health Authority which may result in the suspension or revocation of my appointment and privileges, or the termination of my employment;
  - b) A legal action being brought against me by Saskatchewan Health Authority or the patient, client or resident affected by the breach of Confidential Information;
  - c) A complaint or report about me being made to my professional licensing body by the Saskatchewan Health Authority;
  - d) A complaint being made to the Privacy Commissioner by the Saskatchewan Health Authority; and/or
  - e) A complaint to the Ministry of Justice by the Saskatchewan Health Authority.
11. I understand that my obligations under this Agreement will survive beyond the term of my service and/or relationship with the Saskatchewan Health Authority.

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Department** \_\_\_\_\_

**Witness** \_\_\_\_\_ **Date** \_\_\_\_\_

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