

Privacy Department

Confidentiality/Security Agreement

This agreement extends to all staff, volunteers, students, outside consultants (including agents), contract personnel and office personnel of physicians with/without remote access.

It is the policy of SOUTHLAKE HEALTH (Southlake) to maintain the confidentiality of the personal health information of all patients and the personal information of its employees and agents, as well as to maintain the confidentiality of certain business information. The hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to secure and protect the confidentiality of patient and employee information.

Affiliation with Southlake: *(Please check most appropriate)*

- | | | |
|--|--|--|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Researcher* | <input type="checkbox"/> Student/Medical Student |
| <input type="checkbox"/> Physician Personnel | <input type="checkbox"/> Private Healthcare Provider | <input type="checkbox"/> Medical Resident/Fellow |
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Student/Faculty | <input type="checkbox"/> Observer |
| <input type="checkbox"/> Vendor/Contractor* | <input type="checkbox"/> Volunteer | <input type="checkbox"/> Agency |

As a condition of my access to information, I _____ understand and agree that:

1. During my the course of my affiliation, I will become aware of information in recorded or unrecorded form, expressly marked confidential or not, that is not generally available to the public and is generated, collected or used in the course of conducting Southlake business activity, research and development activity, and the treatment of patients (“Confidential Information”).
2. Confidential Information includes, but is not limited to, Southlake administrative and financial information, patient’s personal health information and employee personal information. I shall not read records or discuss, divulge, or disclose such Confidential Information about Southlake, unless there is a legitimate purpose related to my association with Southlake. This obligation does not apply to information in the public domain. I shall not remove Confidential Information from Southlake premises except when necessary for the provision of healthcare, other permitted purposes noted in the *Personal Health Information Protection Act, 2004* (“PHIPA”), or when required for the purposes of my employment. When in transit, I shall securely store and ensure the Confidential Information that is in my custody and control at all times. If Confidential Information must be removed from Southlake, I shall ensure it is (“De-identified”) where possible. De-identification means deleting or removing personal identifiers to prevent personal health information or personal information from being connected with an identifiable individual.
3. I shall ensure that Confidential Information is not inappropriately accessed, used, or disclosed either directly by me, or by virtue of my signature or security access to premises or systems.
4. I shall only access, process, and transmit Confidential Information using hardware, software, and other authorized equipment, as required by the duties of my position. I shall store all electronic Confidential Information on a Southlake secure network.
5. I shall immediately report all lost or stolen Confidential Information, and that which is disclosed, accessed or used in an unauthorized manner, to my immediate supervisor and to the Southlake Privacy Office.
6. I understand that Southlake will conduct regular audits of access to Southlake electronic systems to ensure compliance with this agreement and Southlake’s privacy policy.

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7. I agree that at all times during the period of my affiliation I shall:
- Comply with Southlake's Code of Conduct and privacy policies as it relates to Confidential Information;
 - Comply with applicable privacy legislation, including the *Personal Health Information Protection Act, 2004*.
8. I understand that under no circumstances may confidential and/or personal health information be communicated, either within or outside of Southlake, except to other persons who are authorized by Southlake to receive such information.
9. I agree that I will not alter, destroy, copy or interfere with this information, except with authorization and in accordance with Southlake's policies and procedures.
10. I will not lend my access codes/passwords or devices to anyone, nor will I attempt to use those of others. I understand that access codes/passwords come with legal responsibilities and that I am accountable for all work done under these codes/passwords. If I have reason to believe that my access codes/passwords or devices have been compromised or stolen, I will immediately contact the Privacy Office.
11. I acknowledge that I have been given access to Southlake's privacy policies and procedures and that it is my responsibility to review and abide by these policies and procedures.
12. I also understand that should any of these conditions, or the privacy and confidentiality policies, be breached, it will be regarded as a serious matter and I may be subject to corrective action up to the point of being dismissed from my role.
13. I understand and agree to abide by the conditions outlined in this agreement, and they will remain in force even if I cease to have an association with Southlake.

Name: <i>(print first, last)</i>		Signature:	
Position:	Unit/Area:	Date: <u> </u> / <u> </u> / <u> </u>	
Witness Name: <i>(print first, last)</i>		Position:	
Signature:		Date: <u> </u> / <u> </u> / <u> </u>	

*Comprehensive Research or Vendor/Third Party Contractor Confidentiality Agreements to be used for individuals with substantial access.