



CONFIDENTIALITY AGREEMENT

1. I understand that the Niagara Health System (the “Hospital”) has a relationship of trust with its patients, agencies and the community in regard to the personal and often sensitive nature of patient information.
2. I also understand that the Hospital has custody and control of confidential and/or personal health information (defined in paragraph 4 herein) that it must protect for commercial, ethical and legal reasons.
3. This document represents my commitment to treat this confidential and/or personal health information in a manner that respects the privacy and dignity of patients, medical staff, co-workers, other individuals and the best interests of the organization as a whole.
4. Confidential information means information about identifiable patients, medical staff, co-workers, donors and other individuals and the information about the Hospital’s business that is not a matter of public record.

NOTE: confidential information does not include the job title, business address or office telephone number of an individual or an individual’s name where it appears in conjunction with an individual’s job title, business address or office telephone number.

5. I agree to adhere to the following rules regarding the treatment of confidential and/or personal health information:
 - (a) I shall not access confidential and/or personal health information, including my own, unless I need it to perform my job or meet my responsibilities to the Hospital.
 - (b) I shall not disclose confidential and/or personal health information about the Hospital except to the extent required to perform my job or meet my authorized responsibilities to Niagara Health System.
 - (c) Subject to Section 6, I shall not disclose confidential and/or personal health information about an individual without the individual’s authorization.
 - (d) I shall not engage in discussions about confidential and/or personal health information in public or in any area of the Hospital where it is likely to come to the attention of others who are not entitled to receive such information (e.g. hallways, elevators, etc.).
 - (e) I shall not allow another person to use my security pass to gain access to confidential and/or personal health information.
 - (f) I shall not allow another person to use my user name or password to gain access to confidential and/or personal health information stored in electronic form.
 - (g) I shall only access, process, and transmit confidential and/or personal health information using authorized hardware, software and other equipment.
6. Notwithstanding Section 5(c), I understand that unless a patient has expressly withheld his or her authorization, I may be authorized to disclose information about an individual patient, without that patient’s consent, where:
 - (a) the purpose of the disclosure is providing health care to the patient or assisting in providing healthcare to the patient and the disclosure is made to a health information custodian as that term is defined in the *Personal Health Information Protection Act, 2004*, (Ontario); or

(b) I am obligated to do so, pursuant to any statutory obligation I may have.

I also understand that I may be authorized to disclose the fact that an individual is a patient or resident in the Hospital, an individual's general health status (described as critical, poor, fair, stable, or satisfactory or in similar terms), or the location of an individual in the Hospital provided the individual has been provided with an opportunity to object to such disclosures and has not done so.

7. I shall immediately report any violations of the above rules to which I become aware to my supervisor or manager or to the Niagara Health System Regional Director of Health Records & Privacy immediately, and understand that I shall not be under threat of penalty for doing so.
8. I have read this statement and I have been informed regarding the policies and procedures relating to privacy and understand that if I fail to abide by such policies and procedures I may be subject to:

a) In the case of an employee:

Disciplinary procedures in compliance with procedures as set out in any applicable collective agreement.

Position

Department Name

Name (print)

Signature

Date (dd/mm/yy)

OR

b) In the case of a member of the medical staff:

Procedures as set out in the NHS Medical Staff By-Laws.

Name (print)

Signature

Date (dd/mm/yy)

OR

c) In the case of an individual who is not an employee, and is in a contractual relationship with the NHS:

Termination of a contract, legal action or any similar action as determined to be applicable by the Hospital.

Company Name

Name (print)

Signature

Date (dd/mm/yy)