

SHA Confidentiality Agreement for External Parties

As an external party providing services (whether as a contractor, contracted individual or otherwise) to the Saskatchewan Health Authority (SHA), 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 (e.g., health records, diagnoses, conversations, registration information, patient financial information, etc.);
- SHA team members (e.g., employment records, disciplinary actions, etc.);
- SHA business information (e.g., financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, etc.); and
- SHA 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* (LA FOIP) 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 SHA policies and procedures.

1. I acknowledge 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, LA FOIP, other applicable privacy law, and/or SHA policy;
 - d) I will not access my own personal information (PI) or personal health information (PHI), unless I make an approved request as per SHA 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 PHI out of curiosity/general interest is prohibited;
 - g) I will not collect PI or PHI on any device not owned by the SHA, such as my personal smart phone by way of taking a picture, making a video or a sound recording.
 - h) 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 SHA and as permitted by law and SHA policy; and
 - i) 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 SHA authorization;
 - d) if I download or transfer computer files containing confidential information to any non-SHA 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, LA FOIP, any other privacy legislation and SHA 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 SHA 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 SHA Privacy and Access Office or designate any practice by another person that violates these obligations or puts the SHA, 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 SHA 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 SHA's authority, that is not directly related to an authorized role-based work requirement or task, is strictly prohibited and a contravention of SHA policy.
5. I understand that I must complete all mandatory privacy training and confidentiality requirements as determined by SHA on an ongoing basis. This includes reviewing the *SHA Confidentiality Agreement for External Parties* and completing privacy refresher training every three years.
6. I understand that my use of confidential information is subject to monitoring and periodic auditing by the SHA.
7. I understand that I have no right or ownership interest in any confidential information referred to in the *SHA Confidentiality Agreement for External Parties*.
8. I will review and comply with all applicable legislation, and SHA policies respecting privacy, confidentiality and security of which I am specifically advised and provided a copy of or given access to by SHA.
9. I understand that my name may be released by the SHA as part of full disclosure in a proven case of a breach of confidentiality.

10. I understand that a failure to comply with the *SHA Confidentiality Agreement for External Parties* may result in action being taken against me which may include but is not limited to the following:
- a) disciplinary action 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 SHA 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 SHA;
 - d) a complaint being made to the Saskatchewan Information and Privacy Commissioner (OIPC) by the SHA; and/or
 - e) a complaint to the Ministry of Justice by the SHA.
11. I understand that my obligations under the *SHA Confidentiality Agreement for External Parties* will survive beyond the term of my service and/or relationship with the SHA, and all confidential information must be returned to and remain in the custody of the SHA.

I acknowledge that I have been given the opportunity to read this *SHA Confidentiality Agreement for External Parties* and to ask questions about it.

Name _____ **Date** _____
Signature _____