



CONFIDENTIALITY AGREEMENT

To be completed by all students participating in a clinical placement in any Regional Health Authority, the Saskatchewan Cancer Agency or affiliate organization in Saskatchewan.

Name

Home Address

City

Postal Code

WHEREAS:

The Saskatchewan Cancer Agency, Regional Health Authorities and affiliate organizations in Saskatchewan are each considered an "Agency" within this policy. Each Agency is a trustee as defined by *The Health Information Protection Act* ("HIPA") and is bound by this legislation;

Each Agency is a local authority as defined by *The Local Authority Freedom of Information and Protection of Privacy Act* ("LAFOIP") and is bound by this legislation;

As a student participating in a clinical placement in the Agency, I understand that I may have access to confidential Personal Information, confidential Personal Health Information, or confidential Agency information that may include, but is not limited to, the following:

- The personal health information of patients that is collected, used and disclosed for purposes of patient care, such as information with respect to the physical or mental health of the patient, information with respect to health services provided to the patient, information that is collected in the course of providing health services to the patient, or registration information of the patient;
- The personal information of other Agency employees, research staff, contracted staff, students or volunteers including, but not limited to, the following:

- information that relates to the race, creed, religion, colour, sex, sexual orientation, family status or marital status, disability, age, nationality, ancestry or place of origin of the individual;
- information that relates to the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- information that relates to health care that has been received by the individual or to the health history of the individual;
- the home or business address, home or business telephone number of the individual
- Agency business information, such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, source code, proprietary technology, etc.;
- Information about the Agency's business partners and service providers.

AND WHEREAS:

As a student within the Agency, I am required to conduct myself in strict compliance with applicable laws and Agency policies governing confidential information. My principal obligations in this area are explained below. I am required to read and abide by these duties. Violation of any of these duties may subject me to discipline including termination of my clinical placement.

NOW THEREFORE, as a condition of and in consideration of my access to confidential information, I agree to the following:

BASIC CONFIDENTIALITY OBLIGATIONS

1. I will use confidential information only as needed to perform my legitimate duties required in my clinical placement. This means, among other things, that:
 - a. I will only access confidential information required for me to fulfill my legitimate Agency responsibilities.
 - b. I will not in any way remove, divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of my duties with the Agency.
 - c. I will use confidential information for purposes specifically authorized by the Agency.
 - d. I agree that I will not engage in any conversations regarding confidential information in unsecured areas of my workplace such as hallways, bathrooms, or open work areas.
 - e. I will safeguard records I have access to from loss, alteration, defacement or unauthorized use.
 - f. I will not misuse confidential information or carelessly care for confidential information.
2. I will retain confidential information in a manner appropriate for the form of confidential information (e.g. paper, electronic, thumb device/memory stick, CD, DVD, remote access, etc.) including but not limited to the following:
 - a. Automatic shutdown, locking, or timeout procedures for computer terminals not in use
 - b. A personal security pass code for each authorized individual

- c. Locked and controlled access to areas housing confidential information
 - d. Secure directories on computers storing electronic files containing confidential information
 - e. Confidential information not to be available, accessible to unauthorized persons
 - f. Confidential information stored on thumb drive/memory stick, CD or DVD's must be password protected or encrypted where possible.
3. I agree that my privileges hereunder are subject to periodic review and, if deemed appropriate by the host RHA/SCA, revision.
 4. I understand that I may share care related information with appropriate staff and faculty for the purposes of my clinical placement as well as for patient care.
 5. I understand that any patient information I share with my program will be de-identified for the purposes of my learning assignments and will not contain information that can identify an individual. Information that should not be shared includes the following:
 - Name (patient or significant others),
 - Date of birth, admission, discharge, or death
 - Telephone, address, fax numbers, email address
 - Social insurance numbers, medical record or health plan numbers, vehicle identifiers
 - Photographs, audio/video recordings
 - Any specific information or specific circumstance by which a patient could be identified

I agree to return all confidential information back to the appropriate RHA/SCA at the end of my placements. I will appropriately delete any electronic files that may have been created as a result of my accessing or using RHA/SCA information on my electronic devices.

6. I agree that I have no right or ownership interest in any confidential information.

USER ACCOUNT AND DATA ACCESS RULES AND REGULATIONS

If given a RHA/SCA user account:

1. I agree to utilize the information provided on the RHA/SCA computer system for the sole purpose of performing my legitimate duties with the RHA/SCA.
2. In accordance with the obligations contained in the basic confidentiality section:
 - I agree I am responsible and accountable for all activities conducted on the computer network under my RHA/SCA account.
 - I will not divulge or share my RHA/SCA account or password to others as it is strictly prohibited.
 - I agree that my password will comply with the prescribed RHA/SCA password policy, will not be documented, and must be changed as the system demands or if it is compromised.
 - I will ensure that my access to shared data (if I am granted permission to any) is to be kept confidential and I will not share or distribute this data with those who are not authorized.
3. I am responsible for immediately reporting all actual, potential or suspected incidents of unauthorized use, sabotage, modifications, or theft of RHA/SCA information technology (IT) assets

or information to the IT department of the RHA/SCA.

4. I agree to abide by additional email policies or other information policies deemed appropriate for students by the RHA/SCA.
5. I understand that I am prohibited from accessing or distributing objectionable material, including but not limited to:
 - Obscene and/ or pornographic materials;
 - Hate propaganda or discriminatory material;
 - Defamatory and libelous material; and
 - Sexually harassing material.

GENERAL

I understand that the obligations in this agreement are intended to be complementary to any similar obligations I may have agreed to in other RHA/SCA policies or as may be imposed by law or applicable professional ethics obligations. To the extent of any inconsistency between such obligations, the obligations imposing the highest confidentiality standard shall govern.

I understand that my failure to comply with this agreement may result in disciplinary action, including a loss of my placement and/or legal action being taken against me.

I agree that my obligations under this Agreement will continue after completion of my clinical placement.

Student's printed name

Date of signature

Student signature

Witness's printed name

Date of signature

Witness's signature