



## CONFIDENTIALITY AGREEMENT

**Name:** \_\_\_\_\_

*(Please Print and include First, Middle and Last Name)*

### **I: Confidentiality Affiliation with Grand River/St. Mary's G.H. (GRH/SMGH)**

\_\_\_\_\_  
(For example: employee, clinician, physician, allied health, volunteer, student, consultant, vendor, shared care partner and contractor)

#### **Definition of Personal information (which includes Personal Health Information)**

“Personal Information includes any factual or subjective information, recorded or not, and in any form, about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization. Personal Health Information is included in Personal Information, and is comprised of information related to an individual, whether living or deceased, including:(a) information concerning the physical or mental health of the individual; (b) information concerning any health service provided to the individual;(c) information concerning the donation by the individual of any body part or any bodily substance of the individual or information derived from the testing or examination of a body part or bodily substance of the individual (d) information that is collected in the course of providing health services to the individual; or (e) information that is collected incidentally to the provision of health services to the individual.”

#### **Definition of Confidential Information**

“ Confidential Information includes information, in any format, created or received by the Hospital in the course of its business, including patient information, Executive and Corporate information (including, but not limited to, information pertaining to the Hospital medical staff, Board and Executive Committee meeting minutes, working drafts of corporate documents), financial information, human resources information (including, but not limited to, payroll, personnel, or legal information, and staff health records).”

1. During my association with GRH/SMGH, I will have access to personal information and material relating to patients, medical staff, employees, other individuals, or GRH/SMGH, which is of a private and confidential nature.
2. At all times, I shall respect the privacy and dignity of patients, employees, and all associated individuals.
3. I shall treat all GRH/SMGH administrative, financial, patient, employee and other records as confidential information, and I will protect them from improper disclosure. I shall not collect, use or disclose any confidential information without authorization nor will I discuss, divulge, or disclose confidential information about GRH/SMGH to others, unless it is necessary to fulfill my duties and responsibilities to GRH/SMGH. If I am unsure if I have the authorization of GRH/SMGH to access, use or disclose confidential information, I agree to seek clarification on this issue from GRH/SMGH. This could be through my immediate supervisor at GRH/SMGH or GRH/SMGH's Privacy Officer. I acknowledge that this obligation does not apply to information that is in the public domain.

4. I shall ensure that confidential information is not inappropriately accessed, used, or disclosed either directly by me, or by virtue of my signature, password or security access to premises or systems.

5. Violations of this policy include, but are not limited to:

- accessing confidential information that I do not require for the purposes of fulfilling my duties and responsibilities to GRH/SMGH;
- misusing, disclosing without proper authorization, or altering patient or personnel information, and disclosing to another person my user name and/or password or failing to adequately protect my password.

6. I shall only access, process, and transmit confidential information using authorized hardware and software, or other authorized equipment, as required by the duties of my role at GRH/SMGH.

7. I understand that GRH/SMGH will conduct periodic audits to ensure compliance with this agreement and its privacy policy.

8. I understand and agree to abide by the conditions outlined in this agreement, and I acknowledge that they will remain in force even if I cease to have an association with GRH/SMGH.

9. I also understand that should any of these conditions be breached, I may be subject to corrective action including, but not limited to, termination of employment, loss of privileges, contract termination, or other action appropriate to my association with GRH/SMGH.

10. I am aware that GRH/SMGH has policies and procedures regarding privacy, confidentiality and security of Personal Information and I understand that it is my responsibility to be familiar with these policies and procedures and to comply with their provisions.

Full Name (Please Print) \_\_\_\_\_ Signature & Date \_\_\_\_\_

Name of Witness (Please Print) \_\_\_\_\_ Signature \_\_\_\_\_