



## Saskatchewan Cancer Agency

DIVISION: CEO Office POLICY NUMBER: HR – 501

DEPARTMENT: Human Resources ISSUE DATE: March, 1992  
REVISED: June, 2005  
April, 2010  
December, 2015  
December, 2016

CATEGORY: Terms and Conditions of Employment

**POLICY TITLE: Confidentiality Agreement**

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**Policy:** Individuals have a right to privacy regarding their personal information or personal health information. It is expected that individuals who have access to personal health information will use it only in the context of their work and under conditions that will guarantee its confidentiality.

As a condition of employment and/or for those who have access to personal information or personal health information with the Saskatchewan Cancer Agency, individuals and organizations are required to sign a Confidentiality Agreement. This agreement is intended to ensure the confidentiality of all information an individual or organization gains through the relationship with the Agency.

As an employee, associate, volunteer, research staff, physician, contracted Individual or company, observer, or student working in, or for, the Saskatchewan Cancer Agency (the "Agency"), access to personal information or personal health information may include, but is not limited to, information relating to:

- Patients (such as health records, prognosis information, treatment, history, conversations, etc.).
- Early Detection programs (such as, clinical information, prognosis information, treatment, history, client and physician communications (verbal and written), dates of birth, addresses, examination results, data stored or warehoused on a contractual basis, etc.).
- Other Agency employees, research staff, contracted staff, students or volunteers (such as salaries, employment records, disciplinary actions, etc.).

Approved by: 	Date: Dec 12, 2016
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**Application:** The Confidentiality Agreement Policy applies to:

- All personnel employed by the Saskatchewan Cancer Agency who are entitled to any remuneration for services performed for the Agency or who have access to personal information or personal health and other Agency information; and,
- All volunteers, research staff, individuals of contracted companies, observers, or students working in the Saskatchewan Cancer Agency (the “Agency”).
- Access to confidential health information and other Agency information occurs among members of the health care team, employees, associates, research staff hired on research grants, volunteers, contracted staff on special projects, observers, or students working in any capacity at the Agency, or any firm or organization where confidential information is originated, processed, used, transported, or stored.
- The SCA maintains a policy framework for access, storage, and control related to confidential data. Application of the policy framework is the responsibility of each individual manager or leader in accordance with the operations of their programs/functions.

**Definitions:**

Individuals are defined as an employee, associate, volunteer, research staff, contracted individual or company, observer, or student working in, or for, the Saskatchewan Cancer Agency (the “Agency”).

Personal health information of patients or clients being:

- (i) information with respect to the physical or mental health of an individual;
- (ii) information with respect to any health service provided to an individual;
- (iii) information with respect to the donation, testing of or examination of any body part or any bodily substance of the individual;
- (iv) information that is collected incidental to providing health service; and
- (v) health registration information.

Personal information of any Agency employee, physician, associate, researcher, volunteer, contract staff, observer, student, Board member or other that is any information that could be used to identify an individual including, but not limited to:

- (i) the race, creed, religion, colour, sex, sexual orientation, family status or marital status, disability, age, nationality, ancestry or place of origin of the individual
- (ii) the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- (iii) health care that has been received by the individual or to the health history of the individual; or
- (iv) the home address or home telephone number of the individual;

**Process:****A. New Employees**

Human Resources                      Upon commencement of a new employee, Human Resources provides a copy of the Confidentiality Agreement (see Appendix A), along with other initial personnel documents to the new employee for signing.

Employee                                      Reviews Confidentiality Agreement, along with other personnel documents, completes and signs.

**B. Volunteers**

Volunteer Coordinator                      Upon commencement of a new volunteer, the Volunteer Coordinator provides a copy of the Confidentiality Agreement (see Appendix A), along with other initial volunteer documents to the volunteer for review and signing prior to their first assigned shift.

The coordinator is then responsible for filing the signed Confidentiality Agreement along with other completed volunteer documents within the Psychosocial Departments files.

Volunteer                                      Reviews Confidentiality Agreement, along with other documents, completes and signs.

**C. Contracted Staff**

Individual Who  
Engages Contract                              Upon establishment of a contractual relationship, the individual who has the ability to authorize the contract is to provide a copy of the Confidentiality Agreement (see Appendix A), along with other initial documents to the contracted individual for review and signing prior to their beginning the contracted work.

This individual is then responsible for filing the signed Confidentiality Agreement along with other completed documents within his/her department's files.

Contracted Staff                              Reviews Confidentiality Agreement, along with other documents, completes and signs.

When a contractor has its own staff providing services to the Agency, the individual circumstances will be reviewed to determine whether having each such staff member sign the Confidentiality Agreement is warranted. As a general rule, any individual providing service to the Agency who has, or may potentially have, access to patient information or other sensitive information must individually sign the Confidentiality Agreement. However, there may be unique situations where another agreement or other arrangement between the

principal contractor and the Agency or health region sufficiently addresses the requirement for confidentiality. Any decision not to require all contracted staff to sign the Confidentiality Agreement is to be made in consultation with the Vice President Population Health Quality and Research.

#### **D. Research Staff**

**Researcher** Upon commencement of new research staff, the hiring researcher provides a copy of the Confidentiality Agreement (see Appendix A), along with other initial documents to the research staff for review and signing prior to their first assigned shift.

The researcher is then responsible for forwarding the signed Confidentiality Agreement to the Vice President Population Health Quality and Research along with other completed required documents.

**Research Staff** Reviews Confidentiality Agreement, along with other documents, completes and signs.

#### **E. Observer**

**Individual Who Engages Observer** Upon commencement of an observer, the individual who has the ability to authorize the observership is to provide a copy of the Confidentiality Agreement (see Appendix A), along with other initial documents to the observer for review and signing prior to the start of his/her observership.

This individual is then responsible for filing the signed Confidentiality Agreement along with other completed documents.

**Observer** Reviews Confidentiality Agreement, along with other documents, completes and signs.

#### **F. Students**

**Individual Who Engages Student** Upon commencement of a student, the individual who has the ability to authorize the students attendance on site is to provide a copy of the Confidentiality Agreement (see Appendix A), along with other initial documents to the student for review and signing prior to the commencement of his/her time on site.

This individual is then responsible for filing the signed Confidentiality Agreement along with other completed documents.

**Student** Reviews Confidentiality Agreement, along with other documents, completes and signs.



## APPENDIX A

# CONFIDENTIALITY AGREEMENT

To be completed by all Employees, Physicians, Associates, Researchers, Volunteers, Contract Staff, Observers, Students, Board Members or Others

Position:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

Employee or Physician

Associate

Researcher

Volunteer

Contract Staff

Observer

Student

Board Member or Other

## PREAMBLE

Saskatchewan Cancer Agency (the "**Agency**") is committed to respecting and ensuring the privacy, security and confidentiality of personal information and personal health information, consistent with provincial legislation, the Agency's policies and procedures, other legal requirements, and guidance & direction from government and professional bodies.

**WHEREAS** the Agency is:

- (a) a trustee under *The Health Information Protection Act* (Saskatchewan) ("**HIPA**"); and
- (b) a local authority under *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) ("**LAFOIPPA**"),

**AND WHEREAS** as an Agency employee, physician, associate, researcher, volunteer, contract staff person, observer student, Board member or other working at the Agency, I understand that I may be granted access to personal information ("**PI**"), personal health information ("**PHI**") or other confidential information (collectively, the "**Confidential Information**") that includes, but is not limited to:

- (a) personal health information of patients or clients, being:
  - (i) information about the physical or mental health of an individual;
  - (ii) information with respect to any health service provided to an individual;
  - (iii) information with respect to the donation, testing of or examination of any body part or any bodily substance of the individual;
  - (iv) information collected incidental to providing health service; and

- (v) health registration information;
- (b) personal information of any Agency employee, physician, associate, researcher, volunteer, contract staff, observer, student, Board member or other that is any information that could be used to identify an individual including, but not limited to:
  - (i) the race, creed, religion, colour, sex, sexual orientation, family status or marital status, disability, age, nationality, ancestry or place of origin of the individual;
  - (ii) the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
  - (iii) health care that has been received by the individual or to the health history of the individual; or
  - (iv) the home address or home telephone number of the individual;
- (c) Agency business information, including financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, source code, proprietary technology, etc.; and
- (d) information about the Agency's business partners and service providers,

**AND WHEREAS** as an Agency employee, physician, associate, researcher, volunteer, contract staff person, observer, student, Board member or other:

- (a) I am required to conduct myself in strict compliance with applicable laws and Agency policies governing Confidential Information; and
- (b) my principal obligations in this area are explained below and I understand that I am required to read and abide by these obligations and that any violation of any of these obligations could subject me to disciplinary action up to and including termination of my employment or affiliation with the Agency,

**NOW THEREFORE**, as a condition of and in consideration of my being granted 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 as an employee, physician, associate, researcher, volunteer, contracted staff person, observer, student, Board member or other with the Agency. This means, among other things, that:
  - (a) I will only access Confidential Information that I require to fulfil my legitimate Agency responsibilities;
  - (b) I will not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as properly authorized within the scope of my responsibilities with the Agency;
  - (c) I will only use Confidential Information for those purposes specifically authorized by the Agency;
  - (d) I will not engage in any conversations regarding Confidential Information in unsecured areas of my workplace such as hallways, bathrooms or open work areas, or elsewhere outside my workplace; and

- (e) I will safeguard all records to which I have access from loss, alteration, defacement or unauthorized use.
- 2. I accept accountability for all the activities I undertake by safeguarding my passwords, user IDs, clearance badges, access cards or other codes or devices assigned to me or created by me that allow me to access Confidential Information.
- 3. I will review and comply with all Agency policies respecting privacy and security as such policies might be supplemented, replaced or amended from time to time.
- 4. I understand that the Agency may, at its discretion, monitor and conduct an audit of my access to, and handling of, Confidential Information. I understand and acknowledge that any suspicious or questionable access to or handling of Confidential Information will be investigated.
- 5. For all employees of the Agency, I understand and agree that a copy of this Agreement signed by me will be placed in my Human Resources personnel file.
- 6. I will immediately report any breach of confidentiality to my Manager or other responsible person.

#### **SPECIFIC OBLIGATIONS FOR ELECTRONIC INFORMATION MANAGEMENT SYSTEMS**

In addition to the basic confidentiality obligations described above, I also hereby expressly acknowledge that:

- 1. I may be granted access to certain Agency or provincial electronic information management systems (“EIMS”). I understand that my access to these systems is a requirement so that I can meet my obligations to the Agency, and I understand that I shall only access EIMS as necessary to meet those obligations.
- 2. I understand that I am responsible for all user activity associated with my EIMS account(s), and that misuse of any account could result in suspension of my access to EIMS and/or disciplinary actions up to and including termination.
- 3. I will safeguard and will not disclose or share my passwords, user IDs, clearance badges, access cards, keys or other codes or devices assigned to me (or created by me) that allow me to access EIMS.
- 4. After each use, I will sign out of applications or lock my computer and not leave my computer or other device unattended while turned on.
- 5. In accordance with applicable provincial legislation, I will not disclose any PI or PHI obtained through my authorized access to EIMS to anyone except in direct performance of my obligations to the Agency.
- 6. I understand and acknowledge that I shall not use my access to EIMS authorized by the Agency to collect or access or disclose any PI or PHI that is not required in order for me to meet my obligations to the Agency.
- 7. I understand that looking up any individual's PI or PHI out of curiosity or general interest is prohibited and unauthorized.

8. I understand and acknowledge that EIMS are monitored on a regular basis, and that my access can be audited to verify that I have accessed EIMS only for the purposes of meeting my obligations to the Agency.
9. I understand that I have not been issued any EIMS account so that I might look up my own information or the information of any third party, including friends and family.
10. I agree to comply with HIPA, LAFOIPPA, and all Agency policies and procedures dealing with the privacy, security and confidentiality of PI and PHI.
11. I understand that the misuse of EIMS could constitute a breach of privacy under HIPA and/or LAFOIPPA, that a privacy breach can be reported to the Information and Privacy Commissioner of Saskatchewan, and that I could be charged with an offence under the applicable legislation. I understand and acknowledge that any person who knowingly contravenes HIPA or LAFOIPPA may be subject to a fine and/or a period of imprisonment under Saskatchewan legislation.
12. I understand that I have a legislative and ethical responsibility to protect privacy, and that my actions directly affect whether or not privacy is protected.

**GENERAL**

I understand that I am required to read and abide by the obligations contained in this Agreement and that any violation of any of these obligations could subject me to disciplinary action up to and including termination of my employment or affiliation with the Agency.

The obligations contained in this Agreement are intended to be complementary to any similar obligations to which I might have agreed in other Agency agreements or policies or as might be imposed by law or applicable professional ethical obligations. To the extent of any inconsistency between such obligations, the obligations imposing the highest confidentiality standard shall govern.

I agree that my obligations under this Agreement will continue after termination (for any reason) of my employment or other affiliation with the Agency.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Witness' Printed Name

\_\_\_\_\_  
Witness' Signature