

# ROYAL VICTORIA REGIONAL HEALTH CENTRE PRIVACY/CONFIDENTIALITY PLEDGE (“Pledge”)

## GUIDING PRINCIPLES:

Royal Victoria Regional Health Centre (RVH) is committed to protecting Personal Information, Personal Health Information and other Confidential information (collectively referred to as “Confidential Information”), as those terms are defined in the RVH Privacy/Confidentiality Policy and Pledge, including information about:

- patients and their families;
- employees and students;
- physicians and allied professional staff;
- volunteers;
- vendors and other service providers;
- RVH operations and administration.

Access to Confidential Information is permitted on a need to know basis for the operations of RVH and provision of its services, including to deliver and assist in the delivery of health care. It is prohibited to collect, use, modify, disclose, transfer or destroy Confidential Information except as authorized by RVH.

## CONDITIONS OF PRIVACY PLEDGE

I will not collect, create, use, modify, copy, disclose, transfer or destroy Confidential Information except to the extent required for the purpose of and in the course of my duties/services to RVH and in accordance with any directions I receive from RVH.

I will not collect, create, use, modify, copy, disclose or destroy Confidential Information for my personal use or the use of someone else or an organization other than RVH, whether out of curiosity or concern and regardless of whether for financial gain.

I will not attempt to access any information about myself, my family members, friends, colleagues, or any other person whose information is not required to perform my duties to RVH. When authorized, I will access this information through appropriate channels including completion of a Release of Information form.

I will comply with all RVH privacy and security-related policies and procedures made available to me.

I will inform my immediate supervisor/contact at RVH of any situation that may affect my ability to do my work for RVH objectively, that could be perceived to put me in a conflict of interest (between my duties for RVH and personal or non-RVH business interests), or may affect my ability to fulfill this Pledge.

I will not attempt to gain access to any system, facility, or Confidential Information that I am not authorized to access or that is not required for the performance of my job functions at/services to RVH.

I will not download or otherwise copy, or remove from RVH Confidential Information except in a manner and to the extent that I am authorized to do so and without limiting the generality of this obligation, I will not use any portable devices to transport or store Confidential Information unless encrypted.

I understand that keys, badges, electronic devices, and records provided or to which I am given access by RVH are the property of RVH and I will return them immediately on the termination of my relationship with RVH or earlier at RVH's request.

My user IDs and passwords (herein referred to as “Credentials”) used to access RVH electronic record systems are the equivalent of my written signature and as such I will:

- be held responsible for all activity done under my Credentials
- not share my Credentials with anyone under any circumstances
- will log out of systems as required to prevent anyone else from using the systems under my Credentials
- immediately advise the Informatics and Technology department if I think that my Credentials have been compromised, so that they can deactivate them and issue me new Credentials

I am responsible for data, including its accuracy, which I enter in any RVH record and/or report.

I understand that RVH will conduct random audits on access to, use, modification, disclosure and destruction of Confidential Information to monitor compliance with this Pledge, RVH policies and procedures, and applicable law.

I will report to my immediate supervisor/RVH contact, at the first reasonable opportunity, if I believe there may have been a breach of a Pledge, an RVH privacy or security-related policy or procedure, or privacy law.

I understand that breach of this Pledge may be grounds for disciplinary action, up to and including termination of employment, privileges, affiliation and/or contract with RVH, mandatory report to my professional College, licensing body, educational institution (as applicable), the Information and Privacy Commissioner of Ontario (IPC) and/or the police, prosecution and/or civil action, as well as the disclosure of my identity to affected individual(s), including patient(s) and their representatives.

I understand that under the *Personal Health Information and Protection Act 2004*, an individual can face fines up to \$100,000 and a corporation can face fines up to \$500,000 in the event of a breach.

I understand that it is my responsibility to request clarification and/or direction, at any time, if I do not fully understand the terms and conditions of this Pledge, any privacy or security-related policies or procedures, or whether I am authorized to collect, create, use, disclose, transfer or destroy Confidential Information.

I understand that I will be asked to renew my Pledge to RVH annually and I understand and agree that my obligations under this Pledge continue after my relationship with RVH has terminated.

I, (print name and position), \_\_\_\_\_, have read, been given the opportunity to ask for clarification of, understand and agree to the terms and conditions of this Privacy/Confidentiality Pledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_