

	<p align="center"><b>CORPORATE ADMINISTRATIVE POLICY AND PROCEDURE</b></p>	<p align="center">Page 7 of 9</p>
<p><b>Appendix: I Privacy/Confidentiality Pledge</b></p>		

## **GUIDING PRINCIPLES:**

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

- Patients and their families;
- Employees and students;
- Professional Staff;
- Volunteers;
- Vendors and other service providers;
- SMH operations and administration.

Access to Confidential Information is permitted on a need to know basis for the operations of SMH 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 SMH.

## **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 SMH and in accordance with any directions I receive from SMH.

I will not collect, create, use, modify, copy, disclose, transfer or destroy Confidential Information for my personal use or the use of someone else or an organization other than SMH, 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 for SMH. When authorized, I will access this information through appropriate channels (i.e. Release of Information process).

I will only access data from other organizations available to me in MEDITECH Expanse for the purposes of providing healthcare or as otherwise authorized by my leader.

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

**Appendix: I Privacy/Confidentiality Pledge and Policy**

I will inform my immediate leader/contact at SMH of any situation that may affect my ability to access Confidential Information objectively, that could be perceived to put me in a conflict of interest (between my duties for SMH and personal or non-SMH 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 SMH.

I will not download or otherwise copy, forward or remove from SMH 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 electronic devices to transport or store Confidential Information unless encrypted.

I understand that printing remotely at off-site locations without appropriate safeguards (ex. telecommuter homes) must not occur.

I understand that printing remotely at off-site locations such as clinics and physician offices may only occur if appropriate safeguards (ex. secure storage, safe destruction) are in place. I understand that if I print remote from a secured location, I am responsible for the safeguarding of those records. I understand ITS support may not be available at some remote locations such as physician offices.

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

My user IDs and passwords (herein referred to as "Credentials") used to access SMH electronic 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;
- Not upload, enter or otherwise input Confidential Information into test systems;
- Will log out of systems as required to prevent anyone else from using the systems under my Credentials; and
- 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 SMH systems, records and reports.

**Appendix: I Privacy/Confidentiality Pledge and Policy**

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

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

I understand that breach of this Pledge may have significant consequences, including but not limited to:

- Grounds for disciplinary action, up to and including termination of employment, privileges, affiliation and/or contract with SMH;
- A 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; and
- As well as the disclosure of my identity to affected individual(s), including patient(s) and their representatives.

I understand that any changes to the Privacy/Confidentiality Policy and Pledge will be communicated and that I may request clarification and/or direction, at any time, if I do not fully understand the terms and conditions of this Pledge.

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

I, (print name and position),

\_\_\_\_\_, have read, been given the opportunity to ask for clarification of, and understand the terms and conditions of this Privacy/Confidentiality Pledge.

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

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