

| | | |
|---|--|--|
|  | | |
| POLICY: PRIVACY & CONFIDENTIALITY POLICY Number: Source: ADMINISTRATION | | Date Approved: May 11, 2022 Date Effective: May 11, 2022 Date Revised: |

CONFIDENTIALITY and PRIVACY AGREEMENT

WHEREAS:

A. As an individual providing services (whether as employee, volunteer, family, student, contractor or otherwise) to Samaritan Place, I understand that I may have access to confidential information that includes, but is not limited to, information relating to:

- Residents (such as health records, conversations, admittance information, patient financial information, etc.);
- Other Samaritan Place employees or volunteers (such as employment records, disciplinary actions, etc.);
- Samaritan Place business information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.); and
- Information about Samaritan Place’s business partners and service providers.

B. Confidential information is protected by legislation such as *The Health Information Protection Act, The Local Authority Freedom of Information and Protection of Privacy Act and The Mental Health Act*, as well as by strict Samaritan Place policies. As a condition of, and in consideration of my access to confidential information, I promise that:

BASIC CONFIDENTIALITY OBLIGATIONS

1. I will use confidential information only as needed to perform my legitimate duties with Samaritan Place. This means, among other things, that:

- (a) I will only access confidential information for which I have a need to know in connection with the services I am providing to Samaritan Place; (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 duties with Samaritan Place; and (c) I will not misuse confidential information or carelessly care for confidential information.

2. I will safeguard and will not disclose or share my passwords, User ID's, clearance badges, access cards, keys or other codes or devices assigned to me (or created by me) that allow me to access confidential information. I accept responsibility for all activities undertaken using such codes and devices.

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

5. I understand that my failure to comply with this Agreement may result in disciplinary action (including, without limitation, my loss of employment or affiliation with Samaritan Place) and/or legal action being taken against me.

6. I agree to review and comply with all applicable legislation and Samaritan Place policies respecting privacy and security, as amended from time to time.

USER ACCOUNT & DATA ACCESS RULES & REGULATIONS

7. If given a Samaritan Place User Account: (a) I agree to utilize the information provided on the Samaritan Place computer system for the sole purpose of performing my legitimate duties with Samaritan Place.

(b) In accordance with the obligations contained in section 2:

(i) I agree I am responsible and accountable for all activities conducted on the computer network under my Samaritan Place User Account.

(ii) I will not divulge or share my Samaritan Place User Account or password to others as it is strictly prohibited.

(iii) I agree that my password will comply with the prescribed Samaritan Place Password Policy, will not be documented, and must be changed as the system demands or if it is compromised.

(iv) I will ensure that my access to shared data (if I am granted permissions to any) is to be kept confidential and I will not share or distribute this data with those who are not authorized. (c) I am responsible for immediately reporting all unauthorized use, sabotage, modification, or theft of Samaritan Place IT assets or information to the ITS department.

(d) I agree to abide by the Samaritan Place Internet Acceptable User Policy and the Samaritan Place Email Acceptable Use Policy.

(e) I understand that I am prohibited from accessing or distributing objectionable material, including but not limited to:

- obscene or pornographic material;
- hate propaganda or discriminatory material;
- defamatory and libelous material; and
- sexually harassing material.

(f) I acknowledge and accept that:

(i) Samaritan Place system administrators reserve the right to actively monitor Samaritan Place systems/applications (including Samaritan Place email accounts and personal/shared network drives) in order to protect and maintain the integrity of Samaritan Place system resources and to ensure Samaritan Place User compliance with Samaritan Place policy and procedures.

(ii) Any infringement on these rules and regulations or Samaritan Place policy will be addressed by the User's manager/supervisor and may result in the suspension of the associated Samaritan Place User Account and system access privileges.

8. For greater certainty, the obligations contained in section 7 are supplemental to (and do not replace) the obligations contained in sections 1 through 6 (inclusive).

REMOTE ACCESS

9. If I have been authorized by the Samaritan Place to access the Samaritan Place's computer systems from a remote location (such as my home), I further agree to the following: (a) I will only remotely access the Samaritan Place's computer systems in accordance with Samaritan Place policies (including any specific remote access policies), as such policies may be amended from time to time.

(a) Without limiting the general effect of the foregoing paragraph, I understand that the hardware and other network access requirements related to my particular situation (taking into account, among other things, the types of applications I am permitted to access) will be evaluated and set by Samaritan Place information technology staff. I agree to comply with such requirements, as they may be amended from time to time.

(b) I will take all reasonable steps to prevent unauthorized access to:

(i) the computer or other device by which I remotely access the Samaritan Place's computer systems; and

(ii) any and all paper documents or electronic documents (such as disks) containing any confidential information that I may generate, create and/or print-off.

(c) I will only remotely access the Samaritan Place's computer systems as necessary for purposes authorized within the scope of my duties with Samaritan Place.

(d) I will thoroughly delete any confidential information from the computer or other device by which I remotely access the Samaritan Place's computer systems as soon as the information is no longer needed for the purposes for which it was accessed.

(e) If I generate, create or print-off any paper documents or electronic documents containing any confidential information, I agree to thoroughly destroy or erase such documents when they are no longer needed

Without limiting the general nature of preceding sentence, I agree that I will not dispose of any paper documents containing confidential information into the trash without first shredding the documents.

(f) I specifically acknowledge that remote access is a privilege that may be revoked by the Samaritan Place in its sole discretion at any time and for any reason.

10. For greater certainty, the obligations contained in section 9 are supplemental to (and do not replace) the obligations contained in sections 1 through 6 (inclusive).

12. I agree that my obligations under this Agreement will continue after any termination of my employment or affiliation with the Samaritan Place.

AGREED TO BY:

Employee/Volunteer/Student/ Family/ Contractor
Signature

_____ Date

Printed Name and Position

_____ Witness
Signature