## HOME AND COMMUNITY CARE SUPPORT SERVICES

## SERVICES DE SOUTIEN À DOMICILE ET EN MILIEU COMMUNAUTAIRE

## **Confidentiality Agreement**

- 1. I acknowledge that during my employment or association (e.g. student, consultant, or volunteer) with any and all Home and Community Care Support Services (HCCSS) organizations, as may be applicable to my role, I may have access to confidential information required for my job, which may be in hard copy, electronic or verbal format.
- 2. I acknowledge that this agreement encompasses, but is not limited to, the following:
  - Personal Health Information as defined by the <u>Personal Health Information and Protection Act</u> (e.g. patient information including notes, reports, medication lists, care plans, referral documents, correspondence with other care providers, health card numbers, contacts, etc.);
  - Personal Information as defined by the <u>Freedom of Information and Protection of Privacy Act</u> (e.g. Social Insurance Number, home address, telephone number, personal email address, employment information, race, ethnic origin, colour, religion, age, sex, sexual orientation, marital or family status, education, criminal history, private correspondence and replies, personal opinions; and
  - Confidential Information as defined by the <u>Public Service of Ontario Act</u> (e.g. legal, financial, or contractual information not available to the public).
- 3. I understand and agree that the following are terms of my employment or association with HCCSS and apply both during and after my employment or association with HCCSS:
  - a) I will respect and protect the privacy rights of individuals and the business of HCCSS;
  - b) It is my responsibility to be familiar with, and follow, the requirements outlined in applicable policies and procedures related to privacy, confidentiality and security;
  - c) I will only handle (i.e. access, use, transfer, disclose or dispose) confidential information as required by the assigned or defined responsibilities of my work/association with any or all HCCSS organizations, or as authorized by law;
  - d) I understand that my access to information may be audited;
  - e) I am accountable for my actions and the consequences of my actions related to the handling of confidential information;
  - f) I am required to report any breach or suspected breach of confidentiality, theft or loss of information and/or theft or loss of work electronic device;
  - g) I will cooperate with any audit or investigation relating to confidential information and will provide any records requested in connection with an audit or investigation; and
  - h) I will <u>not</u> access my own personal health records or those of family members, friends, neighbours, public figures, or other employees.

## 4. I understand that:

Effective Date: November 2022

- a) A violation of this agreement may result in corrective or disciplinary action including, but not limited to, reeducation, loss of system access, written warnings, suspensions with or without pay, and/or termination of employment or association with HCCSS, as well as, the possibility of fines, civil or criminal liability; and
- b) HCCSS is required to report specific categories of privacy breaches to the Information and Privacy Commissioner of Ontario and to an employee's Regulatory College, if applicable.

By signing, I acknowledge, that I have read, understood and agree to follow the applicable Home and Community Care Support Services confidentiality policies and the terms of this Confidentiality Agreement:

Employer:		
Printed Name:	Signature:	Date:
		Month Day Year

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