



Privacy, Confidentiality and Security Agreement

For all persons, including staff, contractors, volunteers and students

This Agreement is made on the _____ day of _____ 20____

BETWEEN

Cobram District Health of Broadway Street, Cobram, in the State of Victoria (hereinafter referred to as "CDH") of the first part

-and-

Cobram District Health is committed to ensuring it complies with relevant privacy, confidentiality and security legislation – to protect our clients, our staff and our organisation. As part of this, individuals are required to understand their obligations and responsibilities, including what it means to maintain privacy, confidentiality and security of information.

All persons, including staff, contractors, volunteers and students who come into contact with, or have access to, confidential information have a responsibility to maintain the privacy, confidentiality and security of that information.

Confidential information may include information relating to:

- PATIENTS AND/OR FAMILY MEMBERS – Such as medical records, conversations and financial information
- EMPLOYEES, CONTRACTORS, VOLUNTEERS, STUDENTS – Such as salaries, employment records, disciplinary actions
- BUSINESS INFORMATION – Such as financial records, reports, memos, contracts, computer programs, technology
- THIRD PARTIES – Such as vendor contracts, computer programs, technology
- OPERATIONS IMPROVEMENT, QUALITY IMPROVEMENT, RISK MANAGEMENT, PEER REVIEW – Such as reports, presentations, survey results

To assist Cobram District Health in complying with relevant, the following policies and procedures have been implemented. These documents are available on the CDH prompt program. All persons to whom this agreement pertains should familiarise themselves with these policies and procedures and ensure their work practices are compliant as required.

- Privacy and Confidentiality Policy
- Release of Patient / Client Information Procedure
- Electronic Mail & Web Services (Use of) Policy
- Information Systems Access Form

If you have any questions or concerns relating to privacy, confidentiality or security of information whilst at Cobram District Health contact:

Mr Craig De Lacy

Chief Executive Officer

Cobram District Health

PO Box 252, Cobram VIC 3644

03 5871703

Examples of breaches

The following are examples only. They do not include all possible breaches of privacy, confidentiality or security covered by this agreement. Staff/students/contractors should read and understand relevant [*health service name*] policies and procedures as specified on page 1 of this agreement.

Accessing information that you do not need to know to perform your role:

- Unauthorised reading of a patient's medical record or an employee or student file.
- Random searching of [*health service patient database*] for familiar names and details, such as phone numbers.
- Accessing information on self, family, friends, co-workers/colleagues/classmates.
- Reading pathology results of self, family, friends or co-workers/colleagues/classmates.

Divulging personal information without the individual's consent:

- Discussing or *gossiping* about patient details in situations unrelated to direct patient care.
- Conducting a conversation relating to patient, student or staff information in a public place.
- Telling a relative or friend about a patient, student or staff member you have seen.
- Discussing confidential information in a public area such as a waiting room, public corridor or dining room.

Sharing, copying or changing information without proper authorisation:

- Making unauthorised changes to a patient's medical record.
- Making unauthorised changes to an employee or student file.
- Copying and forwarding patient, student or staff information to a third party without having verbal or written consent.

Sharing your password:

- Telling a co-worker/colleague/classmate your password so that they can access your work.
- Telling an unauthorised person the access codes for employee/student files or patient accounts.
- Using unauthorised shared passwords.

Using another person's password:

- Using a co-worker's/colleague's/classmate's password to log in to the [*health service name*] computer system.
- Unauthorised use of a password to access employee/student files or patient accounts.
- Using a co-worker's/student's application for which you do not have rights after he/she is logged in.

Disclosing patient information without following [*health service name*] guidelines:

- Faxing without including an appropriate fax cover sheet that includes a disclaimer.
- Sending unsecured emails.
- Sending information to home computers via email.

Leaving a secure information system (i.e. system that is password protected) unattended while logged on:

- Being away from your desk (e.g. tea or lunch breaks) while you are logged into a secure system.
- Allowing a co-worker/colleague/classmate to use a secure system for which he/she does not have access after you have logged in.

Agreement

As part of my position/employment/clinical placement Cobram District Health, I agree to the following:

- I WILL ONLY access information I need to do my job.
- I WILL NOT disclose, copy, release, sell, alter or destroy any confidential information unless it is part of my job. If it is part of my job to do any of these tasks, I will follow the correct procedure (such as putting confidential papers in appropriate shredding bins or using appropriate [health service name] procedures).
- I WILL NOT misuse or be careless with confidential information.
- I WILL NOT disclose my personal computer passwords and will only use shared passwords in authorised situations.
- I ACCEPT responsibility for all activities I have undertaken using my password, and those activities undertaken by persons to whom I have provided my password.
- I KNOW that my access to confidential information may be audited.
- I WILL NOT remove confidential information (e.g. medical records, photocopied patient forms or electronic data) from [health service name] unless it is an authorised work practice. I understand that this includes sending data via unsecured email or to my home computer.
- I WILL NOT disclose Cobram District Health building entry codes to, or share my Security Swipe Card with, unauthorised people.
- I WILL report any activities to my manager/supervisor/educator that I suspect may compromise the confidentiality of information. I understand these reports, made in good faith, will be held in confidence to the extent permitted by law.
- I WILL endeavour to wear my identification badge at all times whilst on premises.
- I WILL protect the privacy of Cobram District Health patients and employees.
- I AM RESPONSIBLE for my use or misuse of confidential information.
- I UNDERSTAND my obligations under this Agreement will continue after termination of my employment.

I am aware that failure to comply with this agreement may result in the termination of my position/employment/clinical placement at Cobram District Health and/or civil or criminal legal penalties.

By signing this, I agree that I have read, understood and will comply with this agreement:

Signature	
Name (print)	
Witness Signature	
Witness name (print)	
Date	
Department	