

PRIVACY, CONFIDENTIALITY & SECURITY AGREEMENT

(For all persons, including The Royal Children's Hospital staff, contractors, volunteers and students)

The Royal Children's Hospital is committed to ensuring the organisation complies with relevant privacy, confidentiality and security legislation – to protect our clients, our staff and our organisation. To facilitate this, individuals are required to understand their obligations and responsibilities including what it means to sign this agreement.

All persons, including Royal Children's Hospital 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, health status
- Business Information
Such as financial records, reports, memos, contracts, computer programs, technology
- Third Parties
Such as vendor contracts, computer programs, technology
- Operations Improvement, Quality Assurance, Peer Review
Such as reports, presentations, survey results

To assist The Royal Children's Hospital in complying with legislation a range of policies and procedures have been developed and implemented. Staff are required to be aware of the content of the following documents and the impact they have on their role.

These procedures are available on the RCH Intranet site.

- [04-00-1-016 The Royal Children's Hospital Health Privacy Policy](#) This is a procedure and not a policy and is called Privacy
 - [04-00-1-009 Personal Information - Collection](#)
 - [04-00-1-011 Personal Information - Access](#)
 - [04-00-1-010 Personal Information - Use and Disclosure](#)
 - [04-00-1-014 Personal Information - Confidentiality](#)
 - [04-00-1-015 Personal Information - Security](#)
 - [04-00-1-020 Personal Information - Retention and Disposal](#)
 - [04-11-1-021 Information and Communications Technology - Security](#)

Examples of Breaches -(What you should not do!)

NOTE: *These are examples only. They do not include all possible breaches of privacy, confidentiality or security covered by this agreement. Staff should read and understand relevant Royal Children's Hospital policies and procedures. These are listed with this agreement and can be accessed via the RCH Intranet.*

Accessing information that you do not need to know to do your job:

- Unauthorised reading of a patient's medical record or an employee file.
- Random searching of Patient Master Index for familiar names.
- Accessing information on family, friends or co-workers.
- Reading pathology results of family, friends or co-workers.

Divulging personal information without individual's consent:

- Discussing or gossiping about patient details in situations unrelated to direct patient care or divulging other staff member's personal details.
- Conducting a conversation relating to patient or staff information in a public place.
- Telling a relative or friend about a patient or staff member you had seen.
- Discussing confidential information in a public area such as a waiting room or elevator.
- Disclosing patient information via any form of web media eg. Facebook, My Space.

Sharing, copying or changing information without proper authorisation:

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

Sharing your password:

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

Using another person’s password:

- Using a co-worker’s password to log in to the Hospital’s computer system.
- Unauthorised use of a password to access employee files or patient accounts.
- Using a co-worker’s application for which you do not have rights after he / she is logged in.

Disclosing patient information without following RCH guidelines:

- Faxing without including a fax cover sheet.
- Disclosing patient details over the phone when a privacy alert exists.

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

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

Further information

If you have any questions or concerns relating to privacy, confidentiality or security of information whilst at The Royal Children’s Hospital contact:

Privacy Officer
 Health Information Services
 Royal Children’s Hospital
 Phone: 9345 6106
 Fax: 9345 6589

Privacy, Confidentiality and Security Agreement

As part of my position / employment I am required to understand and agree to the following:

1. **I WILL ONLY** access information I need to do my job.
2. **I WILL NOT** disclose, copy, release, sell, alter or destroy any confidential information, either electronic or paperbased 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 security bins or using the RCH faxing guidelines).
3. **I WILL NOT** misuse or be careless with confidential information.
4. **I WILL NOT** disclose my personal computer passwords and will only use shared passwords in authorised situations.
5. **I ACCEPT** responsibility for all activities undertaken using my password.
6. **I KNOW** that my access to confidential information may be audited.
7. **I WILL NOT** remove confidential information (eg. medical records, photocopied patient forms or electronic data) from the RCH unless it is an authorised work practice.
8. **I WILL** report any activities to my manager that I suspect may compromise the confidentiality and integrity of information.
I understand these reports, made in good faith, will be held in confidence to the extent permitted by law.
9. **I WILL** wear my RCH identification badge at all times whilst on RCH premises.
10. **I WILL** protect the privacy of RCH patients and employees.
11. **I AM RESPONSIBLE** for my use or misuse of confidential information.
12. **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 at The Royal Children’s Hospital and/or civil or criminal legal penalties.

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

Signature _____ Date _____

Print Name _____ Department _____