

Data Sharing Security and Confidentiality Agreement

Data Security and Confidentiality Agreement

The Agreement is made between Digital Health Integrated Technology LLC "DHIT" Company and _____ Client/ Provider located at _____

This Document is effective upon signature until written notice is provided.
The Two Page Agreement contains the entire document.

Whereas, the Company provides Client/Provider with paid access to share Company's database under the Data Protection and Confidentiality Code of Conduct and at the Approved Conditions and Service Rates.

Whereas, a Client/ Provider will use sensitive and confidential information concerning patients, staff, the business of the organization and other third parties information to be dealt with the highest possible level of confidentiality.

Whereas, Client/ Provider will work within the policies and procedures (particular of Security, Data Protection and the Confidentiality Code of Conduct) in dealing with this type of information. Policies and procedures you own health site and this document confidentiality of information are the Client/Provider responsibilities to keep and any breach of confidentiality rules and penalties will be applied.

Whereas, The Company data protects confidentiality includes patient, clinical, financial or other sensitive details. This list is not a definite list and therefore if you have any doubts about the confidentiality of information it must be regarded as confidential unless you are advised otherwise.

Whereas, Data Access is Provided Under the Data Protection Act Human Rights 1998. This Act requires that data is 1) processed fairly and lawfully; 2) processed for a specified purpose; 3) adequate, relevant and not excessive; 4) accurate and up to date; 5) not held for longer than necessary; 6) processed in accordance with the rights of the data subject; 7) kept secure against unauthorized access, alteration, disclosure or destruction.

Whereas, The Computer Misuse Act 1990 Practice is under the established offences which refer to unauthorized access, either casually or for a more sinister purpose, to the modification of information and introduction of malicious programs: 1. It is an offence to knowingly cause a computer to perform any function with intent to breach secure Data Security and Confidentiality Agreement 2. Unauthorized access to any programs or data held in any computer; 2. An offence under point 1 is committed with the intent to commit or facilitate a further offence, whether by the offender or by another person; 3. Knowingly to do any act which causes an unauthorized modification of the contents of any computer; to impair the operation of any computer; to prevent or hinder access to any program or data held and to impair the operation of the program or the reliability of the data.

Whereas, it is Breach of Confidentiality Agreement to unauthorized others to access is strictly forbidden, to modify, or disclose information held by the Company and any attempts to do so will result in the immediate termination of Agreement and will lead to possible legal action

Whereas, Client/ Provider Accepts the condition of this business document and service offered as follows:

- I understand and Agree to the Terms and Conditions of Digital Health Integrated Technology LLC and to pay the required fees for using the Company data sharing service at the approved rates and schedule and that unauthorized access to, modify, or disclose information held by the Company is strictly forbidden and attempts to do so will result in the immediate termination of Agreement and could lead to possible legal action.
- I understand and Agree that breaches of confidentiality involving personal and sensitive personal information is serious offense that may result in legal proceedings being instigated under the Data Protection Act 1998. Any breaches made by those on work experience may be reported to the relevant authorities and penalties will apply.
- I Understand and Agree that the processing of personal data applies on living individuals held in any form, for example paper (health records) computer records, audio and video tapes.
- I understand and Agree to adhere to the Data Protection Act 1998, Human Rights Act 1998 this legislation at all times for the protection of privacy and confidentiality.
- I understand and Agree not to use any personal, sensitive or patient identifiable information you come into contact with or as part of my practice, other than as part of my Agreement.
- I understand and Agree not reveal or disclose personal, sensitive or patient identifiable information to friends or relatives.
- I understand and Agree not discuss the patient with his/her friends or relatives without the patient's consent.
- I understand and Agree not discuss individual patients with another member of staff in patient areas.
- I understand and Agree not reveal or disclose personal, sensitive or patient identifiable information to individuals, people making inquiries, or other agencies without the permission. (This includes not disclosing/discussing information on social network sites).
- I understand and Agree that access to a patient's medical record is restricted to relevant hospital staff dealing with the patient care except for enquiries from the press or police seeking information.
- I understand and Agree that the identity of all callers should be checked.
- I understand and Agree not download any information onto personal devices such as USB sticks, phones, cameras etc. This duty of confidentiality continues to apply indefinitely to deceased patient information.
- I understand and Agree that All confidential records, including computerized material, documents and other papers, together with any copies or extracts thereof, made or acquired by you in the course of your application shall be the property of the BCUHB and must be returned on the subsequent cessation of your placement.

Acceptance

I confirm I have read and understood the above statements and agree to adhere to the guidelines regarding the confidentiality of information. I also understand that any failure to adhere to these rules could result in further action being taken against me.

Signature: _____

Owner/ officer _____

Date _____

Official name: _____

License number: _____