

## Declaration of confidentiality

Name:		Date of birth:
Association: <input type="checkbox"/> Employee <input type="checkbox"/> External <input type="checkbox"/> Student <input type="checkbox"/> Apprentice <input type="checkbox"/> Trainee		
<input type="checkbox"/> Work experience <input type="checkbox"/> Other – specify:		
Position:		Employee no. if applicable:
Department/enterprise		

### Background

The duty of confidentiality in health services protects private interests and is based on a need to protect the individual's personal affairs and private sphere. The duty of confidentiality is a key element in the protection of privacy. The duty of confidentiality also rooted in the fact that patients are to receive medical treatment. If health care personnel and others do not have a duty of confidentiality this may cause the patient to refrain from seeking assistance for fear of disclosure of information.

### Scope

The duty of confidentiality applies to information about people's health or medical condition, information on other personal matters, information about technical devices, procedures, and business aspects of competitive significance, information of importance for information security and information which for other reasons must be ensured confidentiality, which the undersigned might become privy to in connection with the stay at, in cooperation with, in agreement with in or from work/assignments for Vestre Viken Hospital Trust. The unlawful acquisition of confidential information is also forbidden, for example reading medical journals without this being in the course of duty.

The duty of confidentiality remains in force after the employee has left this employment

### *Guidance*

The provision information about patients may be a breach of confidentiality. Healthcare personnel are not obliged to answer questions about the patient's condition, or whether the person is hospitalised. Informing someone that a patient has been admitted is a breach of confidentiality if the patient has expressly stated that he wants full anonymity. If in doubt about what information can be provided in a specific case, the matter should be clarified with one's immediate superior, the Chief Senior Consultant or the patient himself.

Vestre Viken Hospital Trust has a license for accessing the National Registry on the condition that it only collects information about patients who are being assessed for treatment or undergoing treatment. Accessing the National Register for matters which are not related to one's work is illegal. Similarly, it is illegal to access the system's patient registry without it being directly linked to one's own work assignments.

### Statutory requirements

The following describes mandatory duty of confidentiality:

- Pursuant to the section 21 of the Healthcare Personnel Act, healthcare personnel shall prevent others from obtaining knowledge about people's health or medical condition or

other personal circumstances which they become privy to in their capacity as healthcare personnel.

- Pursuant to section 21a of the Healthcare Personnel Act it is prohibited to obtain confidential information in an unlawful manner.
- Pursuant to section 6-1 of Specialised Health Services Act, anyone who performs services for health institutions covered by the Act, has a duty of confidentiality under section 13 of the Public Administration Act.
- Pursuant to section 17 of the Health Register Act all who process health information have a duty of confidentiality pursuant to section 13 of the Public Administration Act and the confidentiality provisions in the Healthcare Personnel Act.
- Pursuant to section 3-6 of the Patients' Rights Act, information relating to medical and health conditions and other personal issues shall be processed in accordance with applicable provisions relating to confidentiality.
- Pursuant to section 13 of the Public Administration Act, any person who performs services for a public body is obliged to prevent others from gaining knowledge of what he, through the services he performs, becomes privy to concerning anyone's personal circumstances and about technical systems, procedures and business aspects of competitive significance.

### **Breach of duty of confidentiality**

Pursuant to section 67 of the Healthcare Personnel Act, any breach of the provisions in the Healthcare Personnel Act, including the provisions relating to confidentiality, is a punishable offence.

Pursuant to sections 209-210 of the Penal Code, a breach of the duty of confidentiality imposed by statutory provisions or valid instructions is a punishable offence.

Any breach of the confidentiality provisions may have a consequence for external partners and their enterprises/activity pursuant to sections 208-209 of the Penal Code.

Vestre Viken Hospital Trust considers a breach of the duty of confidentiality to be a dereliction of duty or a breach of the contract with the hospital. Any breach of the duty of confidentiality may have an impact on the employment relationship or contract.

### **Declaration**

The undersigned is aware of the statutory duty of confidentiality that applies, including what information is covered by the duty of confidentiality and the fact that any breach of the duty of confidentiality may result in criminal liability. Furthermore, the undersigned is aware of the fact that Vestre Viken Hospital Trust considers any breach of the duty of confidentiality to be a dereliction of duty/breach of contract with the hospital.

SIGNATURE:

Date:	
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Contract, employer - contractor	