

Name (printed): \_\_\_\_\_

(referred to herein as "You")

Department: \_\_\_\_\_

## Definitions

As used herein, the following terms shall have the following meanings:

1. "**Confidential Information**" includes any information, regardless of the manner in which it is communicated or maintained (e.g., oral, paper, electronic), received by Hays Medical Center ("HaysMed") or any of its agents that falls into one or more of the following categories:

**Protected Health Information:** Information relating to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. Protected Health Information includes a patient's demographic information, e.g., address, telephone number, employer, date of birth, religious affiliation, next of kin, identification numbers.

**Personnel Information:** Information relating to a person's status as a HaysMed Associate, including but not limited to compensation, employment records, accommodations, performance reviews, and disciplinary actions.

**Business Operations Information:** Information relating to HaysMed's business operations, including but not limited to financial and statistical records, strategic plans, internal reports, memos, contracts, pricing, staffing levels, supplier information, remote site information, peer review information, communications, proprietary computer programs, source code, and proprietary technology.

**Third-Party Information:** Information belonging to a third party utilized by HaysMed for limited purposes pursuant to an agreement with the third party, including but not limited to computer programs, client and vendor proprietary information source code, and proprietary technology.

**Personal Information:** Information relating to the personal life of any patient, HaysMed Associate, or member of the HaysMed Medical Staff.

2. "**Receive**," "**Receiving**," and "**Receipt**" means, with respect to Confidential Information, to come into possession, custody, or control; to perceive; to create; to gain the ability to come into possession, custody, or control; or to gain the ability to perceive Confidential Information in whatever form (oral, visual, written, electronic, or otherwise).
3. "**Use**" means, with respect to Confidential Information, accessing, reviewing, employing, applying, utilizing, examining, or analyzing such information, or sharing or discussing such information with other HaysMed Associates.
4. "**Disclose**" means, with respect to Confidential Information, release, transfer, provision of access to, or divulging in any other manner such information to a person or entity who is not a HaysMed Associate.
5. "**Associate**" includes HaysMed directors, officers, employees, volunteers, students, trainees, independent contractors, and others who perform work for HaysMed regardless of the location at which they work, whether or not they are compensated for such services.
6. "**HaysMed Computer Systems**" includes computer files, computer hard drives, local area network, wide area network, mainframe, electronic mail, internet access, intranet access, electronic medical records, and electronic order entry.

## Duties and Obligations

In performing your duties as a HaysMed Associate, you may receive or create Confidential Information. As a condition of and in consideration of your receipt of Confidential Information and your continued employment or affiliation with HaysMed, you acknowledge and agree to the following:

1. You understand that you have no right or ownership interest in any Confidential Information which you may receive. HaysMed may, at any time and for any reason, revoke your password, access code, or any other authorization you have that allows you to receive Confidential Information in any form.
2. You understand that you must respect and maintain the confidentiality of all discussions, deliberations, patient records, and any other information associated with individual patient care, risk management, and/or peer review activities. You must not disclose any discussion, deliberation, patient records, or any other patient care, risk management, or peer review information except to individuals authorized to receive it according to HaysMed's policies and procedures.
3. You understand that your obligations under this Agreement with respect to Confidential Information shall continue after termination of your relationship (employment or otherwise) with HaysMed. On termination of your employment or affiliation with HaysMed you must return all Confidential Information in your possession or control. You understand that your privileges hereunder are subject to periodic review, revision, and, if appropriate, renewal.
4. The use and disclosure of Confidential Information is governed by Federal and State laws and regulations as well as HaysMed policies and procedures. The purpose of these specific requirements is to guarantee that Confidential Information remains confidential, *i.e.*, such information shall be used and disclosed only as necessary to accomplish HaysMed's mission. You shall be familiar with and adhere to all applicable laws and regulations and HaysMed policies and procedures concerning the use and disclosure of Confidential Information.
5. You shall actively participate in educational opportunities made available to you concerning proper safeguards for Confidential Information and uses and disclosures of Confidential Information as part of your job duties.
6. If you have any question concerning whether certain information constitutes Confidential Information, you shall bring the matter to your supervisor or HaysMed's Privacy Officer for direction.
7. You shall appropriately safeguard Confidential Information so as to prevent any inappropriate use or disclosure of such information. You shall be knowledgeable of and adhere to HaysMed policies and procedures regarding safeguarding of Confidential Information. If you have reason to believe the confidentiality of information may have been compromised, you shall report such concerns to HaysMed's Privacy Officer immediately.
8. You shall use and disclose Confidential Information only to the extent necessary to perform your assigned job duties. Such use and disclosure shall be in a manner consistent with applicable HaysMed policies and procedures. Your use or disclosure of Confidential Information for any reason other than the performance of your assigned job duties or your failure to conform to applicable policies and procedures shall constitute misuse of Confidential Information. You understand that any misuse of Confidential Information may be grounds for discipline (up to and including termination of your employment or other relationship with HaysMed) and/or the initiation of legal action (including criminal charges) against you.
9. If you have any question concerning whether your assigned job duties permit you to use or disclose certain Confidential Information in a particular manner, you shall bring the matter to your supervisor or HaysMed's Privacy Officer for direction. If you have any question concerning the application of a particular HaysMed policy or procedure to a particular use or disclosure of Confidential Information, you shall bring the matter to your supervisor or HaysMed's Privacy Officer for direction.
10. In performing your job responsibilities, you shall not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry. Nor shall you make or cause to be made any false, inaccurate, or misleading statement to any person. If you become aware of false, inaccurate, or misleading information contained in any record or report, or a false, inaccurate, or misleading statement, you shall report the matter to your supervisor and cooperate in taking all steps necessary to correct the record, report, or statement pursuant to HaysMed policies and procedures.

11. You shall comply with HaysMed policies and procedures concerning the alteration, deletion, or destruction of Confidential Information in any form. If you have any question concerning such policies and procedures, you shall bring the matter to your supervisor or HaysMed's Privacy Officer for direction. If you have any reason to believe such policies and procedures have been violated, you shall report such concerns to HaysMed's Privacy officer immediately.
12. You shall not use HaysMed computer systems (including, but not limited to, any electronic medical record) to access any information relating to you, your family members, or any other person for any reason except as necessary to perform your specific job duties.
13. Except as necessary to perform your specific job duties, you shall not discuss or disclose protected health information to any person or engage in conversations (in person, by telephone, or electronically) concerning the fact that a person is or has been a patient of HaysMed or concerning any information relating to such patient (*e.g.*, symptoms, behavior, diagnosis, procedures, outcome) even if you do not identify such person by name or otherwise. Nor shall you post any such information on the internet (*e.g.*, discussion boards, listserves, Facebook, Twitter, LinkedIn).
14. If you become aware through any means (including, but not limited to, personal observation or reports or complaints received from business associates, patients, patients' family members and other advocates, or other Associates) of a possible unauthorized use or disclosure of protected health information, you shall report such matter to the HaysMed Privacy Officer immediately. You understand that you will be subject to disciplinary action, up to and including termination of your employment or other relationship with HaysMed, if you fail to make a timely report.
15. You shall not download or store protected health information on the hard drive of any computer used by you, regardless of whether such computer is owned by HaysMed or you. You shall not transmit protected health information in electronic form (*e.g.*, via e-mail) unless such information has been properly encrypted. You shall obtain encryption assistance from the Information Technology Department as needed.
16. You understand that HaysMed monitors each and every time HaysMed computer systems are accessed. You understand that any action you take in a HaysMed computer system will be tagged with your unique identifier as established in your user profile, and such actions can be traced back to you including, but not limited to, access to patient status boards or an individual's electronic medical record, e-mail messages sent and received, and web sites visited. You understand HaysMed conducts regular audits of such access, and that disciplinary action may be taken against you if such an audit indicates you accessed records, sent or received e-mail messages, or visited websites without a legitimate reason for doing so.
17. You shall safeguard and shall not disclose to any person your computer password, access code, or any other authorization you have that allows you to access HaysMed computer systems. You shall be responsible for all activities undertaken using your password, access code, and other authorization, and you shall be responsible for any misuse or wrongful disclosure of Confidential Information resulting from the use of your password, access code, or other authorization. You shall not utilize any other person's computer password, access code, or any other authentication to access any HaysMed computer system.
18. If you believe the security of your computer password, access code, or any authorization you have that permits you to access HaysMed computer systems has been compromised, or if you believe any computer or mobile device (*e.g.*, flash drive, memory card, Blackberry, PDA, cell phone) used by you to access or store Confidential Information has been misplaced, stolen, or otherwise compromised, you shall immediately report such matter to the HaysMed Privacy Officer.
19. You shall respect the ownership of proprietary software. You shall not make unauthorized copies of any software, even if the software is not physically protected against copying, nor shall you operate any non-licensed software on any computer provided by HaysMed.

By signing this document, you certify that you have reviewed the foregoing Confidentiality Agreement, have been provided with an opportunity to ask questions concerning its terms, and understand the duties and obligations it imposes on you. You hereby agree to the duties and obligations as stated in this Confidentiality Agreement. You understand that this signed and dated document will become part of your permanent personnel record.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_