

# **DCH HEALTH SYSTEM**

## **CONFIDENTIALITY ACKNOWLEDGEMENT & AGREEMENT FORM**

This acknowledgement relates to your access to and use of any patient or business information made accessible to you by the DCH Health System regardless of the format or media in which the information is contained. This includes but is not limited to printed, electronic, oral, and recorded information.

In addition, you may be assigned a username and password for access to one or more of the DCH Health System's computer systems. These systems contain Protected Health Information (PHI), which is governed by the Health Insurance Portability and Accountability Act (HIPAA) security regulations and the DCH Health System policies and procedures. Access to PHI will only be granted when this information is needed for treatment, payment/billing, or health-care operations. The requested access should only be the minimum necessary access to achieve these objectives.

As an associate, physician, health-care provider, contractor, associated by contract, employee, or temporary employee of the DCH Health System (DCH), a person may have access to confidential information including patient, financial, or business information obtained through their association with DCH. Confidential information includes, but is not limited to:

1. Medical and certain other personal information about patients.
2. Medical and certain other personal information about employees.
3. Reports, policies and procedures, marketing or financial information, and other information related to the business of services of DCH which has not previously released to the public at large by a duly authorized representative of DCH.

The purpose of this agreement is to disclose the personal and professional obligation regarding confidential information and receive acknowledgement of understanding. By receiving and utilizing your access code/password, and signing this agreement, you agree to all of the following:

Access should be limited to those with a need to know and only to the extent that is minimally necessary.

1. I will only access business information for which I have a legitimate business purpose. These purposes must be for treatment, payment/billing, or health-care operations.
2. Medical Information is confidential and my access is restricted to my legitimate medical need to know for diagnosis, treatment and care of a particular patient. This access is the minimum necessary access for this purpose.
3. I will not access the PHI on any person for which this information is not needed for treatment, payment/billing, or health-care operations and that is not for purposes for which I was granted access. Specifically, I will not access information on myself, family, relatives, or friends unless they meet the above criteria.
4. I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner which is inconsistent with applicable policies and procedures of the DCH Health System.
5. I will print information from any hospital information system only when necessary for a legitimate purpose, and I am accountable for this information until it is destroyed. I understand that patient medical information may only be stored in authorized locations. I understand that I have a duty to report improperly stored PHI to the Compliance Department without threat of retaliation. I further understand that the DCH Hotline may be used if I prefer not to contact the Compliance Department.
6. All patient identifiable information must either be shredded or disposed of in a safe and confidential manner. I understand that I am responsible for printed data that I generate.

Information may be preliminary. I acknowledge that patient information available from any hospital information system or source may be preliminary and, therefore, may not have been reviewed for accuracy. If I choose to use or disseminate this information, consistent with relevant policies and procedures, I do so being informed of the possible preliminary nature of the information.

Users are responsible for the information they access or that is released to them. I acknowledge that DCH provides/releases to me patient information for the treatment of my patients. I understand that I am responsible to use this information consistent with all applicable rules, laws, regulations, and standards.

Information is not for personal use. I will not seek personal benefit or permit others to benefit personally by any confidential information that the user may have access to.

Consequences of not following privacy/confidentiality policies may be severe.

1. Failure to comply with my confidentiality obligation may result in disciplinary action or termination of my employment/educational affiliation by the DCH Health System and its affiliates, or corrective action in conformance with current medical staff bylaws, rules and regulations.
2. Impermissible disclosure of confidential information about a person may result in legal action being taken against me.

Passwords should not be shared under any circumstances.

1. It is my responsibility to maintain my assigned unique user code in a confidential manner. This user code is my signature for accessing authorized online computer systems. My user code will ensure that the data for which I am responsible will not be available to anyone else; therefore, it is mandatory that my user code/password and access data be kept strictly confidential.
2. I will not utilize another user's unique user code in order to access any system and will not reveal their user code/password to anyone else. I will not provide my password or the password of any other user to another user. An authorized user is personally and professionally responsible for all activities occurring under their password.

Obligations continue following employment. My confidentiality obligation shall continue indefinitely, including at all times after my association with the DCH Health System and its affiliates, such as termination of my employment or affiliation with the DCH Health System.

The following section applies to any user that uses devices that are not located on owned/leased/rented DCH property. This also applies to any user that uses a non-DCH owned device.

1. Patient data should not be stored locally on any device unless proper protections are in place including password controlled access to the data and encryption of the data. A device is anything that can potentially store data including but not limited to smart phones, thumb-drives, CD, PC, laptops, or tablets. The end-user is responsible for the purchase, setup and maintenance of these controls.
2. Any loss, disclosure, or breach of patient data due to compromise, unauthorized access, loss, etc. is the sole responsibility of the end user.
3. The end user is 100 % responsible for any data stored on personal devices and must destroy this data upon termination of employment or business relationship.

I have read and understand this confidentiality agreement and have had my questions fully addressed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employee Number (UASOM Student ID)