

## **Addendum “A”**

### **Confidentiality Policy Agreement**

I understand that I have an obligation to protect the confidentiality of Community Memorial Health System patients, business and employees, as indicated below.

#### **DEFINITIONS:**

##### **1. Confidential patient or business information:**

- a. Information that I may see or hear that relates to:
  - i. Patients and/or family members (including employee-patients) – All information in the patient medical record or other patient records, financial information, and oral communication about patients.
  - ii. Volunteers, students, independent contractors, partners – Information such as social security numbers, personal or financial information, performance records.
  - iii. Business – Information such as financial records, reports, memos, contracts, CMHS computer programs and technology, or other information that is considered intellectual property.
  - iv. Vendors or other third parties – Information such as contract terms, computer programs and technology, or other information that is considered intellectual property.
  - v. Operations improvement, quality assurance, peer review – Information such as reports, presentations, or survey results.
- b. CMHS personnel should discuss with their supervisor, manager, director or Vice President any question about whether specific patient or business information is considered confidential and subject to this policy.

##### **2. Confidential Employee Information:**

Confidential Employee Information is information created or obtained in the context of an employment application and/or an ongoing employment relationship such as salaries and wages, social security numbers, personal or financial information, or performance records, which is obtained from a Confidential Source. (Confidential Sources are CMHS sources to which access is restricted, such as employment applications, personnel files, payroll records, data banks, benefit forms or applications, computerized employee records, or information obtained from confidential employee statements or interviews).

Confidential Employee Information does not include information which (i) is or becomes generally available to the public, other than as a result of a breach by CMHS personnel of their obligations under this Policy; (ii) is or becomes available to CMHS personnel on a non-confidential basis from a source other than CMHS; or (iii) is or becomes available because an employee voluntarily discloses such information about himself or herself to other employees or to other persons. (“Voluntary disclosure” for these purposes means disclosure freely made by an employee about himself or herself, where disclosure was not required by CMHS and was not otherwise made in order to obtain employment or any benefit of employment.)

**I AGREE THAT:**

1. I will only initiate access of the Confidential Patient, Business or Employee Information I need to do my job. I will not disclose, discuss, or otherwise release such Confidential Patient, Business or Employee Information to others unless it is required in the performance of my job.
2. I will not show, tell, copy, give, sell, review, change, eliminate or destroy any Confidential Patient, Business or Employee Information 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 department procedure (such as shredding confidential papers before throwing them away).
3. I will not misuse or be careless with Confidential Patient, Business or Employee Information. I will take appropriate precautions to avoid being overheard when discussing such Information as needed to do my job. I will take appropriate precautions to avoid leaving documents containing such Information in areas where others could view them.
4. I will keep my computer password secret and I will not share it with anyone nor will I use anyone else's password to access any CMHS system without the express prior permission of my supervisor. Such permission will only be granted rarely and only when necessary to the performance of duties. In such cases, I understand it is my responsibility for changing my password as soon as possible. I understand that I am responsible for access or use of any information that is made using my password.
5. I will not use the CMHS e-mail system for any purpose other than that permitted in the CMHS e-mail policy.
6. I will not download nor transmit in any manner, Confidential Patient, Business or Employee Information unless my manager or director has given advance written approval and the downloading or transmitting is for the sole purpose of performing required work and is accomplished only in a manner consistent with CMHS security policies for electronic information. I understand that downloading or transmitting Confidential Patient, Business or Employee Information for any other purpose or any other circumstances is a serious violation of my obligation.
7. I will not share any Confidential Patient, Business or Employee Information even if I am no longer a CMHS employee. Should I fail to comply with this, I understand I am no longer eligible for rehire at CMHS , and may be subject to litigation or prosecution for doing so.
8. I know that my access to Confidential Patient, Business or Employee Information may be audited.
9. I will tell my supervisor if I think someone knows or is using my password.
10. I know that Confidential Patient, Business or Employee Information I learn on the job does not belong to me.
11. I know that CMHS may take away my access to Confidential Patient, Business or Employee Information and/or any CMHS computer system at any time.
12. I will protect the privacy of CMHS employees. I will not access the Confidential Employee Information of another employee from confidential sources, such as employment applications, personnel files, payroll records, data banks, benefit forms or applications, computerized employee records, or information obtained from confidential employee statements or interviews unless it is part of my job to do so. I will not report, disclose or disseminate Confidential Employee Information regarding other employees, which I obtained or which I reasonably knew was obtained from a confidential source, unless it is part of my job to do so. I recognize that when employees are patients, their Confidential Patient Information is protected just as it is with any other patient.
13. I will not make unauthorized copies of CMHS software.

14. I am responsible for my use or misuse of Confidential Patient, Business or Employee Information.
15. I am responsible for my failure to protect my password or other access to Confidential Patient, Business or Employee Information.
16. I will promptly return all Confidential Patient or Business or Employee Information in my possession upon CMHS' request or upon termination of my relationship with CMHS.

**I UNDERSTAND THAT:**

1. Failure to comply with the commitments and requirements in this acknowledgement may result in disciplinary action, up to and including termination on the first offense without prior progressive discipline, regardless of length of service with CMHS and/or record of performance.
2. Accessing Confidential Patient, Business or Employee Information without a need to know, whether or not any confidential information is gained through that unauthorized access or is further disclosed is a violation of this policy.
3. Failure to comply with the commitments and requirements of this acknowledgement may also result in civil or criminal legal penalties.
4. Nothing in this Acknowledgement prevents me from voluntarily disclosing information about myself and my wages, hours and working conditions to any other person or governmental agency. I further understand that nothing in this Acknowledgement prevents me from discussing information about the wages, hours and working conditions of any CMHS employee as long as that information was not obtained from a confidential source.