

## **Confidentiality and User Agreement**

I understand the patient has a legal right to privacy concerning his/her protected health information, and that it is the obligation of Ballad Health (BH) owned and managed entities and workforce members to uphold that right. I understand that in the performance of my duties as a workforce member, student intern, volunteer worker, or vendor of any BH facilities, If I am required to have access to and am involved in the processing of patient care data I understand that I am obligated to maintain the confidentiality of this data at all times, both at work and off duty, in accordance with (1) BH's policies, rules and regulations, and (2) Health Insurance Portability Accountability Act regulations. I understand that a violation of these confidentiality considerations may result in disciplinary action, up to and including termination. I also understand that I could be subject to legal action. I agree to protect the privacy and security of confidential information at all times, both during and after my employment or association with Ballad Health. Furthermore, I understand that all user sign-on and passwords are confidential and should be changed periodically to maintain security.

1. Your login ID's and passwords should be memorized, and any written copy given to me should be destroyed.
2. If you suspect that someone else is using your login ID or password to any system, you will immediately alert the Information Technology Service desk and ensure your password is changed.
3. You will not share your passwords with anyone or post it in an accessible location.
4. You will not use a computer where another person is logged in and will refrain from performing any tasks using another's password.
5. You will not use password prompts such as check boxes for "Remember my Password".
6. If a change is made in your job duties you will verify that your access is updated in accordance with your new job duties.
7. You will access, use and/or disclose confidential health information appropriately for the purpose of performing your assigned duties.
8. You will request, obtain or communicate confidential health information only as necessary to perform your assigned duties and shall refrain from requesting, obtaining or communicating more confidential health information than is necessary to accomplish those assigned duties.
9. You will take reasonable care to properly secure confidential health information on the computer and take steps to ensure that others cannot view or access such information.
10. You will immediately notify the HIPAA Compliance Officer if you suspect any violation of protected health information (PHI).
11. You are responsible for all actions taken under your login and password.
12. E-mail may be used to communicate about patients with other staff members within the BH Network.
13. PHI that is transmitted over an electronic communications network must be encrypted.
14. PHI on laptops or other portable devices, such as USB sticks, must be encrypted.
15. A fax cover sheet including the BH Confidentiality Notice, per policy, must be used with any outgoing fax.
16. You will document all disclosures of confidential health information, including those authorized by patients of BH and any accidental disclosures, in the appropriate patient's file.
17. You are only allowed to access and view confidential information that is necessary for you to do your job as permitted by HIPAA.
18. You will not access your own personal medical records or family member's medical records.

19. Willful or malicious introduction of viruses into the BH Network is prohibited and every effort should be made to prevent unknowing introduction of viruses.
20. All software, including freeware, shareware, and executable internet downloads, must be approved by BH IS departmental representative.
21. Documents containing confidential information shall be disposed of by shredding; magnetic media (diskettes, hard disks, backup tapes, etc.) by degaussing or physical destruction. All software, including freeware, shareware, and executable internet downloads, must be approved by BH IS departmental representative.

I acknowledge being informed of the above standards and the requirements of the Agreement. Any violation of this policy may result in termination of access to BH Systems, other corrective action up to termination of employment and/or medical staff membership/privileges, per BH policies, and may also be subject to civil and/or criminal penalties. I agree to indemnify and hold harmless BH from and against liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) which may arise out of or result from your failure to comply with the standards and the requirements of the agreement.

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Signature

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Date

(Workforce member, i.e. employee, student, physician/provider and office staff, volunteer, vendor)

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Print Name and Last 4 digits of SSN  
(First name, middle initial, and last name)

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Employer/Institution (if not BH)