Confidentiality and Technology Use Agreement

Name (print): _____ **Dept:** _____ **Employee #:** _____

All NCH information technology users are responsible for understanding and adhering to this agreement and to HIPAA Security and Privacy laws. This agreement is authorized by HIPAA, Health Information Management, and Information Security policies and standards within Section 11, 13, and 14 of the NCH Administrative Policy Manual. See below for further assistance and contact information.

Technology Use

1. It should be unequivocally understood that no user of NCH technology has or should assume any right to privacy over any information or communications that is accessed using NCH resources, including personal email accounts, social networking sites, chat services, Twitter streams, text messages, personal digital assistants, cellular phones, voicemail accounts, blogs, other websites, or future technologies.

2. I will only use my own identity (passwords, RSA token, fingerprint) and will not access any system which I am not authorized to access. I understand my online identity is an electronic signature which will be attached to each transaction I enter into a system. I will not allow anyone to access any system using my identity. I will not disclose my password to anyone.

3. I understand that I am legally responsible for the accuracy of the information I enter into a system. Inquiries, data entries, and orders performed using my password are permanently recorded and subject to auditing.

4. I will notify my manager immediately and report any known or suspected breach of information (loss/stolen devices, compromised password, etc…) to the Information Security Officer or the Privacy Officer.

5. I understand my accounts will be disabled as soon as I terminate employment/ association with NCH or transfer to a position where access is not required. In the event that no one else does so, I will notify Information Services of changes in job class so that authorized access can be reevaluated.

6. I understand that viewing materials that are obscene, objectionable, or that put NCH at undue risk is prohibited.

7. If I leave a workstation unattended for any reason, I will exit or otherwise lock systems. I will keep mobile devices physically secured at all times and will not leave devices in unattended bags or luggage.

8. I understand that IS will provide adequately secured and encrypted equipment needed to perform my job function. Use of personal devices (including laptop, phone, tablet or other device) attached to any NCH business network or used for any NCH business must align with NCH policy, which requires licensed software, anti-malware software, device encryption, and password protection. I also understand that any device suspected to have contributed to a security incident may be confiscated, including personal devices.

9. I will not misuse or alter the NCH computer systems in any way. I understand that only NCH-approved and officially licensed software may be added to NCH computers and handheld devices. I understand that no copies of NCH licensed software may be transferred or downloaded to a computer for my personal use.

10. I will not establish any web pages, social media identities, blogs, or other mechanisms which provide public access to information about NCH, without the advance approval of both the Information Security and Marketing Departments.

11. I will contact the Support Center for guidance on disposal of electronic media containing confidential information.

12. If I have any questions related to the items above, I will contact the IS Support Center.

NATIONWIDE CHILDREN'S
When your child needs a hospital, everything matters.℠

Confidentiality

1. Confidential information includes, but is not limited to, identifying information, medical information or medical records, employee information or records, and Nationwide Children's business and financial information, in any form (verbal, paper, electronic).

2. I understand I may only access/view/disclose patient information (computerized or paper) in order to fulfill my job duties or when I am actively treating the patient. I understand that should I need my own medical record or that of my child, I will request it through the Health Information Management Department and will not access the information directly. I understand that accessing/viewing/disclosing information on relatives, friends, neighbors, co-workers, celebrities, etc. is a breach of confidentiality and can result in termination and legal sanctions. I understand and agree that in performing my job duties I will hold all patient information in strictest confidence.

3. I agree to use caution to avoid being overheard when discussing any confidential information, including in areas such as, but not limited to, hallways, elevators, cafeteria, etc.

4. I will not release or disclose confidential information, unless required by my job duties, and then only in accordance with NCH policies. I will refer all other requests to the Health Information Management Department or other appropriate areas/staff.

5. Whenever confidential information is sent over a public computer network like the Internet, I will use encryption methods authorized by the Information Security Risk Department to protect it. This includes securing e-mail leaving the company by including **SECURE** in the subject line. I will not transmit any PHI to my personal email or auto-forward email to a personal address. I will work with my manager on alternate options should my work need to be completed remotely.

6. I will avoid routing, distribution, and transmission errors by double checking fax numbers, email recipients, patient names on paperwork, etc. so that the correct information is given to the correct people. I will make sure confidential information is not left unattended in areas where unauthorized people may view it.

7. I will verify identity prior to releasing any information by phone by asking for the Outpatient Care code or other identifying information that would reasonably confirm a person's identity. I will only leave general information on a patient/family's voice mail, never diagnoses or other detailed information.

8. Should my position require transport of medical records or documentation from one off site location to another, I will complete an Application for Transport of PHI and obtain approval from my manager and the Privacy Officer prior to transporting any PHI. I agree to adhere to the guidelines set forth for transport as described in Admin Policy XIII-2.

9. I will never discard confidential or patient identifying information in the regular trash. I will appropriately dispose of confidential information and reports via a proper disposal method. I will deposit all confidential information in the secure Shred-It bins located throughout NCH.

10. I will use caution with social media sites taking care to never disclose/post patient information or photos in any form. I will avoid "friending" patients and families to ensure that appropriate patient-provider boundaries are maintained.

11. I understand that it is my responsibility to promptly report any known or suspected violations to patient confidentiality, suspected fraudulent activity, and computer system security to my manager, the Information Security Officer, the Privacy Officer, or the Corporate Compliance Officer.

IS Support Center | SupportCenter@nationwidechildrens.org | 614.355.3750
IS Risk Department | ISRD@nationwidechildrens.org
Privacy Office | PrivacyOffice@nationwidechildrens.org
Corporate Compliance Office | CorporateComplianceOffice@NationwideChildrens.org | 614.355.0402 | 877.267.1935 (hotline)

Non-Business Use

I understand and agree that the use of hospital equipment/technology is provided for business purposes. I agree that my personal use of NCH resources must not interfere with my job performance and must not deny other workforce members access to system resources (example – the streaming online audio or video with no business justification, which unnecessarily impacts system resource availability). I understand that use of e-mail or other technology is prohibited for purposes such as chain letters, political appeals, religious appeals, selling of personal items, or to transmit ethnic, racial, or sexual jokes, or other content which could be considered offensive.

My signature below (or online agreement within CHEX) indicates I have read, understand, and agree to the above statements. I understand that non-compliance has the potential of the following: (a) disciplinary actions by Nationwide Children's up to and including termination of employment or relationship with Nationwide Children's Hospital, Inc. and (b) civil and criminal penalties imposed by either the federal or state government and/or supporting enforcement bodies and (c) civil and criminal litigation brought about by affected parties.

Signature _____ **Date** _____