Confidentiality and Technology Use Agreement

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

This agreement applies to all Nationwide Children's Hospital, Inc. (NCH) information technology users including: employees, faculty, students, contractors, volunteers, and vendors. All users are responsible for adhering to this agreement and all information security and privacy laws, policies, and contracts. Examples of such laws, policies, contracts, and licenses include: Health Insurance Portability and Accountability Act (HIPAA); laws governing libel, privacy, copyright, trademark, obscenity, and child pornography; the Electronic Communications Privacy Act and the Computer Fraud and Abuse Act; and all applicable software licenses.

Technology Use

1. I unequivocally understand that no user of NCH technology has any right to privacy over any information or communications that are accessed using NCH resources, including personal email accounts, social networking sites, chat services, text messages, mobile devices, phones, voicemail accounts, blogs, video streams, file sharing services, other websites, or future technologies.
2. I will not disclose my password to anyone. I will only use my own authenticators (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 and will be subject to auditing. I will not allow anyone to access any system using my identity.
3. I understand that I am legally responsible for the accuracy of the information I enter into a system.
4. 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.
5. I understand that viewing materials that are obscene, objectionable, or that put NCH at undue risk is prohibited.
6. I will exit or otherwise lock systems when left unattended. I will keep mobile devices physically secured at all times and will not leave devices in unattended vehicles, bags, or luggage.
7. Use of personal devices (e.g., laptop, phone, tablet or other device) or services (e.g., DropBox, Google Docs, personal email, etc.) attached to any NCH business network or used for any NCH business must align with NCH policy. I understand that any device suspected to have contributed to a security incident may be confiscated, including personal devices.
8. I will not misuse NCH computer systems in any way.
9. I understand that only NCH-approved and officially licensed software may be added to NCH computers.
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 Services and Marketing Departments.
11. I will contact the Support Center for guidance on disposal of electronic media containing confidential information.
12. I understand I am responsible for following all guidelines such as "V-26: Use of Recording Devices and Audio/Video," "V-34: Use of Social Media," and "V-35: Text Messaging and Paging for Clinical Purposes."
13. If I have any questions related to the items above, I will contact the Service Desk.

Confidentiality

1. I understand and agree that in performing my job duties I will hold all patient information in strictest confidence.
2. Confidential information includes, but is not limited to, identifying information, patient information or medical records, employee information or records, research information, and Nationwide Children's business and financial information, in any form (verbal, paper, electronic).
3. 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, **including maintaining personal possession of all transported PHI and not leaving PHI in my personal vehicle or otherwise unattended at any time.**

4. I will not release or disclose confidential or otherwise sensitive 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. 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. If I am involved in research, any research utilizing individually identifiable protected health information will be performed in accordance with federal, state, local and Institutional Review Board policies.
6. 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.
7. I agree to use caution to avoid being overheard when discussing any confidential information, on and off NCH property, including in areas such as, but not limited to, hallways, elevators, cafeteria, etc.
8. 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.
9. 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.
10. I will verify a person's identity prior to releasing any information by phone by asking for the Outpatient Care code or other identifying information that would reasonably confirm that person's identity. I will only leave general information on a patient/family's voice mail, never diagnoses or other detailed information.
11. I will never discard confidential or patient identifying information in the regular trash. I will appropriately dispose of confidential information in the secure Shred-It bins located throughout NCH.
12. I understand that patient or otherwise confidential information is prohibited from being transmitted and/or stored on my personal device or cell phone, unless using hospital approved methods; this includes, but is not limited to, texting PHI or using my personal device to take pictures of patients and/or any confidential information.
13. I will use caution with social media sites taking care to never disclose/post confidential information or photos (e.g. patient, financial, other employee, etc.) in any form. I will avoid connecting with patients and families to ensure that appropriate patient-provider boundaries are maintained.
14. I understand that it is my responsibility to promptly report any known or suspected violations to patient confidentiality, suspected fraudulent activity, lost/stolen devices, and suspected compromise of computer system security to my manager/section chief, the Information Security Office, the Privacy Office, or the Corporate Compliance Office.

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 The Learning Center) 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**