



### Confidentiality Agreement

Welcome to St. Mary's Medical Center. While at St. Mary's or at any facilities owned or operated by St. Mary's, you may have access to protected health information ("PHI"), for treatment, financial or healthcare operation purposes as those terms are defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as well as confidential and proprietary information about St. Mary's and its business transactions and relationships. The information is confidential, and it shall not be disclosed to anybody inside or outside of St. Mary's except to those people who are authorized by law or St. Mary's policy to receive such information. Patients expect St. Mary's to keep their medical information confidential and you are expected to respect their rights and abide by applicable laws and St. Mary's policies.

#### **By signing this Confidentiality Agreement, I hereby agree to the following terms and conditions:**

1. I shall keep confidential all PHI, regardless of whether it is oral, written or maintained in electronic media, and I shall use or disclose such PHI only as permitted by HIPAA or other applicable federal, state, or local laws, rules or regulations. I shall also keep confidential all confidential and proprietary information about St. Mary's and its business transactions and relationships.
2. I understand that my access to PHI at St. Mary's shall be monitored, and I shall be held responsible for all attempts to access my password regardless of who is actually attempting such access. Therefore, I shall safeguard my password at all times and not share it with any other individuals for any purpose or reason. Likewise, I shall not use another person's password to access PHI. I also shall log off any St. Mary's information technology systems that contains or provides access to PHI as soon as I have completed using such systems, in order to prevent unauthorized access.
3. I shall not photograph, print or otherwise copy PHI, including copying PHI to electronic storage media, unless specifically authorized to do so.
4. I understand that I may have access to PHI beyond what I need to carry out my specific duties and responsibilities. I acknowledge that the fact that I may have access to such PHI does not authorize me to access such PHI in the absence of a legitimate reason to do so. Therefore, I shall limit access to PHI to what is specifically necessary to carry out my specific duties and responsibilities as an employee, student, volunteer, and observer or outside contractor.
5. I understand that access to PHI of St. Mary's employees, friends and family members, or my own is subject to the same use and disclosure requirements as access to any other patient's PHI. Therefore, I shall not access PHI or St. Mary's employees, friends or family members, or my own beyond what is specifically necessary to carry out my duties and responsibilities.

6. I understand that posting PHI or other confidential or proprietary information from St. Mary's on social media is never permitted and that removal of patient names is not sufficient to satisfy HIPAA requirements for use and disclosure of PHI.
7. I understand that photographing or videotaping patients is not allowed except under very limited circumstances as set forth in St. Mary's policy – HIPAA Photography, Filming, or Video Taping of Patients.
8. I shall report any of the following to St. Mary's Privacy Officer immediately at (304) 526-1285 or my direct supervisor.
  - a. If my password is used by another person for access to PHI.
  - b. If I become aware of any unauthorized use or disclosure of PHI.
  - c. If I ever find that I have accessed PHI in error.
  - d. If I am advised by a patient or family member of unauthorized use or disclosure of PHI.
9. I understand that information about St. Mary's employees contained in their personnel and employee health files is also confidential and should be handled as such.
10. I also understand that information, such as proprietary information about St. Mary's operations, incident reports, materials designated as "Peer Review" by the St. Mary's, information concerning lawsuits in which St. Mary's is involved, and other similar information shall be treated as confidential and not disclosed to others, without the prior express permission of my supervisor or preceptor or pursuant to my agreement with St. Mary's.
11. I understand that failure to comply with applicable laws and St. Mary's policies and procedures on confidentiality may result in (i) loss of access; (ii) disciplinary action including but not limited to termination of my status at St. Mary's and/or any agreement that St. Mary's may have with me and (iii) where applicable, such actions that may be taken by the Office of Civil Rights, U.S. Department of Health and Human Services, in response to a complaint about a violation of HIPAA.
12. I understand that my duties and responsibilities to maintain the confidentiality of information as described in this Confidentiality Agreement shall remain in effect even after leaving St. Mary's.

I have read and understand the information set forth above concerning confidentiality, and I agree to comply with this Confidentiality Agreement as well as all applicable laws and St. Mary's policies and procedures on confidentiality and privacy.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian if under age 18: \_\_\_\_\_