**CONFIDENTIALITY AND DATA SECURITY AGREEMENT**

**Contractors and Non-Employees**

As a contractor or non-employee of *The Christ Hospital Health Network*, you have a legal obligation to protect the rights of patients as defined under the Health Insurance Portability and Accountability Act (HIPAA). You are required to keep “Protected Health Information” and other vital data you may access during the course of your daily work confidential. The following defines this information and provides a series of statements you must review to fully understand your obligations, as well as appropriate use of the Internet at *The Christ Hospital Health Network*. **Please read all sections on front and back and sign at the end.**

***Description of Protected Health Information (PHI)***

PHI includes medical records and financial or billing information relating to a patient’s past, present, or future mental or physical condition; or past, present, or future provision of healthcare; or past, present, or future payment for provision of healthcare and contains any of the following identifiers that may be used to identify the patient:

* Name
* Place of residency (including street address, county, city, ZIP code)
* Telephone/fax numbers
* Email addresses
* Social Security Number
* Medical record number
* Health plan beneficiary number
* Account numbers
* Birth date, admission date, discharge date, date of death, all ages over 89
* Certificate/license numbers
* Vehicle identifiers and serial numbers including license numbers
* Device identifiers/serial numbers
* Web Universal Resource Locators (URLs, i.e. web page identifiers), Internet Protocol (IP address number)
* Biometric identifiers (voice, finger prints)
* Full face photo image
* Any other unique identifying number, characteristic or code.

***Description of Other Confidential Information***

Confidential information also includes, but is not limited to, combined clinical data, employee records, processes, marketing plans or techniques, product or service plans, strategies, forecasts, customer/patient lists, supplier lists, discoveries, ideas, pricing policies and financial information. This confidential information can be obtained through hearing it, seeing it, viewing the medical record or accessing it in a hospital computer system.

***Requirements of All Chris Hospital Contractors or Non-Employees Regarding PHI and Confidential Information***

The services provided by *The Christ Hospital Health Network* and corresponding PHI are highly confidential and must not be released or discussed with unauthorized personnel either inside or outside of the hospitals. There are both Federal and State laws which safeguard the privacy of PHI and other confidential information from unauthorized access, use or disclosure.

***Contractor or Non-Employees Agreements Regarding Use of PHI, Confidential Information and the Internet***

* I agree to abide by *The Christ Hospital Health Network* policies on confidentiality of protected health information (HIPAA policies).
* I agree to access, use or disclose only PHI for which I am authorized by my job responsibilities (via password) and as complies with *The Christ Hospital Health Network* HIPAA policies. I agree not to invade patient privacy by examining PHI or data for inappropriate review.
* I agree not to discuss PHI in unauthorized areas such as hallways, elevators, and cafeterias, where it could be overheard.
* I understand unauthorized access or disclosure of PHI may subject *The Christ Hospital Health Network* to Federal fines or penalties.
* I agree not to make unauthorized disclosures, copies, or transmissions of PHI in any form including electronic transfer of PHI to personal devices.
* I understand that any access to PHI for research purposes requires proper documentation and approval according to HIPAA policies.
* I agree to keep my system password(s) confidential and not share it (them) with any individual or allow any individual to access information through my password(s). I understand that giving a password to an unauthorized individual may result in disciplinary action up to and including account access or employment termination.
* I understand my password(s) may identify information that I have accessed, which may be monitored.
* I understand my password(s) will be changed periodically to help maintain the security of *The Christ Hospital Health Network.*
* I understand I must safeguard data at all times – during its origin, entry, processing, distribution, storage, and disposal. This includes data in electronic, paper, film, video or other forms.
* I understand I must safeguard data from unauthorized access (accidental or intentional), modification, destruction, or disclosure.
* I understand data used in business and clinical operations in an asset of *The Christ Hospital Health Network.*
* I understand email is the property of The Christ Hospital Health Network and its member institutions and may be monitored. I further understand that I should have no reasonable expectation of privacy when using *The Christ Hospital Health Network* email or Internet.
* I understand that, should I have access to the Internet, it is provided by *The Christ Hospital Health Network* to assist in completion of work assignments (i.e. patient care, research, education). I understand that this access should be considered an extension of my work environment.
* I understand *The Christ Hospital Health Network* may monitor usage or restrict access of the Internet.
* I understand the use of unlicensed or unapproved software constitutes a serious risk to *The Christ Hospital Health Network* operations.
* I understand upon my contract termination of end of work with *The Christ Hospital Health Network*, my ability to access Christ Hospital information will end. I agree that I will not attempt to access the systems or disclose any confidential information and/or PHI to any person or entity at that time.
* I understand at the termination of my contract or end of work with *The Christ Hospital Health Network*, I will return any confidential information including PHI that is in my possession, to my immediate supervisor with *The Christ Hospital Health Network*.
* I understand I must continue to honor all of the obligations mentioned above after termination of employment with *The Christ Hospital Health Network*.

I have read this document and understand that my signature constitutes my acceptance of the terms of this agreement and that a violation of it can result in disciplinary action, up to and including termination of my employment. I also recognize that by signing this agreement, there may be legal, ethical and personal consequences for violating its terms.

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Name (Print) Date of Signature

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Signature Date of Submission or Receipt

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Social Security Number or Employee ID