



Huntsville Memorial Hospital

CONFIDENTIALITY AGREEMENT HUNTSVILLE MEMORIAL HOSPITAL

Applies to all Huntsville Memorial Hospital (HMH) and Memorial Herman Hospital System (MHHS) "workforce members" including: employees, medical staff and medical staff employees as well as other health care professionals; volunteers; agency, temporary and registry personnel; and trainees, house staff, students, and interns.

It is the responsibility of all HMH workforce members, as defined above to preserve and protect confidential patient, employee and business information.

The federal Health Insurance Portability Accountability Act (the "Privacy Rule) as well as state laws governs the release of patient identifiable information by hospitals and other health care providers. All of these laws establish protections to preserve the confidentiality of various medical and personal information and specify that such information may not be disclosed except as authorized by law or the patient or individual.

The Privacy Rule is intended to protect the privacy of all individually identifiable health information in the hands of covered entities, regardless of whether the information is, or has at one time, been in electronic form. The rule establishes the first "set of basic national privacy standards and fair information practices that provides all Americans with a basic level of protection and peace of mind that is essential to their full participation in their care". 65 Fed. Reg. at 82464 The Privacy standards:

Confidential Patient Care Information includes: Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in the Privacy Rule as "protected health information.") Examples include, but are not limited to:

- Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic
- Reports, laboratory and pathology samples;
- Patient insurance and billing records;
- Electronic or computerized patient data and alphanumeric radio pager messages;
- Visual observation of patients receiving medical care or accessing services; and
- Verbal information provided by or about a patient

Confidential Employee and Business Information includes, but is not limited to, the following:

- Employee home telephone number and address;
- Spouse or other relative names;
- Social Security number or income tax withholding records;
- Information related to evaluation of performance;
- Other such information obtained from HMH records which if disclosed, would constitute unwarranted invasion of privacy; or
- Disclosure of Confidential business information that would cause harm to HMH or MHHS.

I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care, risk management and/or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to HMH and its affiliates, including business, employment and medical information relating to our patients, members, employees and health care providers.
3. I shall only access or disseminate patient care information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with officially adopted policies of HMH, or where no officially adopted policy exists, only with the express approval of my supervisor or

designee. I shall make no voluntary disclosure of any discussion, deliberations, patient care records or any other patient care, peer review or risk management information, except to persons authorized to receive it in the conduct of HMMH affairs.

4. HMMH Administration performs audits and reviews patient records in order to identify inappropriate access.

5. My user ID is recorded when I access electronic records and that I am the only one authorized to use my user ID. Use of my user ID is my responsibility whether by me or anyone else. I will only access the minimum necessary information to satisfy my job role or the need of the request. All user identification codes and passwords to HMMH systems are confidential and are the property of HMMH. It is a crime, punishable by fine and imprisonment, to reveal passwords to anyone without permission (Texas Penal Code, Section 33.02). Your identification code and personal password are the basis for your electronic signature. Using another person's password, or giving your password to any person will result in disciplinary action as described in the bylaws. Entering data into HMMH systems using another person's code and password is a falsification of medical records and will result in disciplinary action as described in the bylaws.

6. I agree to discuss confidential information only in the work place and only for job related purposes and to not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information.

7. I understand that any and all references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specifically protected under law and unauthorized release of confidential information may make me subject to legal and/or disciplinary action.

8. I understand that the law specially protects psychiatric and drug abuse records, and that unauthorized release of such information may make me subject to legal and/or disciplinary action.

9. My obligation to safeguard patient confidentiality continues after my termination of employment or affiliation with HMMH. I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that HMMH may, as applicable and as it deems appropriate, pursue disciplinary action as described in the bylaws. I further understand that I may also be subject to civil or criminal legal penalties if I violate these security policies.

Dated: _____ Signature: _____

Print Name: _____

Department or Organization: _____