

Universal Confidentiality and HIPAA Compliance Agreement (aka Confidentiality Agreement)

The purpose of this Agreement is to outline the responsibilities of any person having access to **Confidential Information** (as described below and as more fully detailed in the policy entitled "Use and Disclosure of Protected Health Information") at Hoag Orthopedic Institute and its Affiliates ("HOI").

Confidential Information can come from any source and in any form (including paper, verbal, and electronic). Access to Confidential Information can occur both directly and indirectly (i.e., overhearing a private conversation). Protecting the confidentiality of this information is everyone's obligation. The Health Information Portability and Accountability Act demands that all HIPAA covered businesses prevent unauthorized access to Protected Health Information ("PHI"). It is the policy of HOI to protect Confidential Information, which includes our patients' PHI, against unlawful access to, or use or disclosure in accordance with applicable laws and regulations, and to disclose PHI only in accordance with the law. PHI includes oral, paper or electronic information that identifies or may be likely to lead to the identification of the individual patient, and relates to the past, present, or future health of the individual patient.

Examples of Confidential Information that may be seen or heard include:

- Protected Health information (PHI) such as medical records, as well as patient billing or financial information.
- Confidential financial Information related to HOI business operations such as financial records, reports and contracts.
- Non- public proprietary information such as HOI marketing materials, and strategic and business plans.
- Health care operations information such as physician data, quality assurance and peer review data and reports.

HOI workforce members, business partners and others who are asked to sign this Confidentiality Agreement are expected to understand and follow specific hospital and departmental policies and procedures intended to support compliance with state and federal privacy and confidentiality rights and responsibilities. Federal privacy regulations specifically state that healthcare workforce members and others providing services in a healthcare environment must make a reasonable effort to use or disclose *only* the minimum necessary information they need to perform their Duties (as defined). Access to Confidential Information is on a need-to-know basis. HOI performs frequent internal auditing of confidential records and information to verify and ensure appropriate access.

I agree that:

1. I will only access information that I need to perform the services for which I am engaged, whether as an employee or non-employee (collectively my "Duties"). My unauthorized access or attempted access of Confidential Information is a violation of this Agreement, whether or not that information is further disclosed in any manner. I understand that if, in the course of performing my Duties, I am incidentally or unintentionally exposed to Confidential Information not required by me to perform my Duties, I have the obligation to protect that information.
2. I will not release, show, tell, copy, give, sell, transfer, review, change, eliminate, destroy or remove from HOI's premises, any PHI or other Confidential Information unless doing so is required as part of my Duties. If, as part of my Duties, I perform any of these tasks, I will follow HOI's policies and procedures regarding information and record release, retention and destruction, and I will appropriately discard PHI and other Confidential Information per HOI policies.
3. I will not misuse or be careless with PHI or other Confidential Information. I will use appropriate precautions to avoid being overheard when I need to discuss PHI or other Confidential Information. I will take appropriate precautions to avoid leaving documents containing PHI or other Confidential Information out where others may

- view them. I will not approach celebrities or high profile patients or visitors unless doing so is within my Duties.
4. I will keep my HOI computer passwords secret and I will not share them with anyone, nor will I use anyone else's password to access any HOI system. I am responsible for any access using my password(s). Any entry of my password will be the equivalent of my written signature on electronic documents. I will log out of computer programs appropriately to minimize possible unauthorized access to PHI or other Confidential Information.
 5. I will not download or transmit in any manner PHI or other Confidential Information for the purpose of storing such information on computer hardware or removable media, unless doing so is part of my Duties and approved by my supervisor, or in the case of vendors, approved in writing by an HOI administrator having authority to provide such approval.
 6. I will not share any PHI or other Confidential Information even if I am no longer affiliated with HOI. Should I fail to comply with this, I understand that I am no longer eligible for hire/rehire/reengagement and/or may be subject to civil and criminal liability. I will promptly return all Confidential Information in my possession upon the earlier of HOI's request or upon termination of my relationship with HOI.

By signing this agreement, I acknowledge that I have read and understand my Duties regarding confidentiality. Any violation of this agreement may result in disciplinary action taken against me up to and including employee discharge or termination of my contracted services on the first offense and without prior progressive discipline, if applicable, regardless of my length of service with HOI and/or prior record of performance. Failure to comply with this Agreement may also result in civil or criminal legal penalties being imposed on me.

I understand that under California law, I can be held personally liable for improper access to, use of, or release of PHI or other Confidential Information which could include substantial fines.

Signature: _____ Date: _____

Print Full Name: _____ Employee No. (if issued): _____

If signed by legal representative, print name and legal relationship:

[Print Name of Legal Representative]

[Legal Relationship]

Refusal to sign this Agreement may result in my not being employed or engaged, being terminated from employment, and/or having my non-employee relationship with HOI terminated.