

THE CHILDREN'S MERCY HOSPITAL HOSPITAL STAFF MEMBER CONFIDENTIALITY AGREEMENT

The Children's Mercy Hospital ("Hospital") has a legal and ethical responsibility to safeguard the privacy of Confidential Information. Federal and state laws and regulations 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. Hospital business information is a corporate asset that requires protection from unauthorized use and disclosure, loss, theft and/or misuse. It is the responsibility of all Hospital Staff to preserve and protect all Confidential Information, as defined in the Hospital Administrative Policy – Confidentiality of Information (incorporated herein by reference).

All capitalized terms not otherwise defined herein shall be defined in accordance with the Confidentiality of Information Policy.

By signing this Confidentiality Agreement, I understand and acknowledge that:

1. I have read and understand the Confidentiality of Information Policy.
2. In the course of my employment/affiliation with Hospital, I may have access to Confidential Information including information of the Hospital, and other information of or from third parties including parties who have dealings with the Hospital. References to "Confidential Information" in this Agreement mean any and all of the foregoing types of information.
3. My personal access code (User name and password) used to access Hospital computer systems is an integral aspect of this Confidentiality Agreement.
4. My use and disclosure of Confidential Information is governed by the Confidentiality of Information Policy (and those Hospital policies referenced therein), this Confidentiality Agreement and applicable federal and state laws and regulations. I understand that unauthorized disclosure of Confidential Information may be a violation of law.
5. The Hospital conducts audits and reviews information records and will investigate instances of unauthorized use of computer resources or unauthorized use or disclosure of Confidential Information. Unauthorized use or disclosure or any breach of this Confidentiality Agreement may result in disciplinary action (including termination of my association with the Hospital, whether that association is employment, educational, contractual or voluntary) or legal action by the Hospital.
6. Categories of breach of this Confidentiality Agreement include, but are not limited to:
 - a. Failure (without purposeful disregard) to demonstrate appropriate care in handling Confidential Information;
 - b. Disregard of Hospital policies related to the use and disclosure of Confidential Information;
 - c. Unauthorized access to or disclosure of Confidential Information or repeated violations of previous breaches; and

- d. Purposeful disregard of Hospital policies related to the use and disclosure of Confidential Information repeated demonstrations of behaviors listed above.

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

1. I agree to keep confidential and not disclose, during and after my employment/affiliation with Hospital, any and all Confidential Information, except as otherwise permitted under the Confidentiality of Information Policy.
2. I agree not to make any unauthorized transmissions, inquiries, modifications, or purgings of data in Hospital systems. Such unauthorized transmissions include, but are not limited to, removing and/or transferring data from Hospital's computer systems to unauthorized locations, e.g., home.
3. When I am assigned a user name and password for applicable systems, I will be responsible for preventing unauthorized use or disclosure of information through misuse of my user name or password. I recognize that my user name and password is equivalent to my signature and must remain under my control at all times. Specifically, I agree that:
 - a. I will not disclose my user name or password to anyone or allow anyone else to use my user name or password.
 - b. I will not attempt to learn the user name or password of another user.
 - c. I will not attempt to obtain access through the computer system to information that I am not authorized to receive.
 - d. I will not attempt to access any computerized system resource by using a user name or password not belonging to me.
 - e. I will use my user name or password to access computer resources available to me only for purposes permitted by Hospital policies.
 - f. I will not access or attempt to access information after my employment or affiliation with the Hospital ends.
 - g. If I know or suspect that the confidentiality of my user name or password or the user name or password of another has been violated, I will immediately notify the Information Systems Security Analyst or the Information Systems Help Line.
 - h. I will abide by the Hospital Password Management Procedure.
5. I agree to log off a Hospital workstation prior to leaving it unattended. I know that if I do not log off a computer and someone else accesses Confidential Information while the computer is logged on with my password, I am responsible for the information that is accessed.
6. I understand that I am under a continuing obligation to report any known or suspected potential or actual breach of the Confidentiality of Information Policy to Hospital and failure to do so is an ethical violation and breach of this Confidentiality Agreement.
7. I understand that if I use or disclose Confidential Information in violation of the Confidentiality of Information Policy and/or this Confidentiality Agreement and/or otherwise breach this Confidentiality Agreement, I may be subject to disciplinary

action by the Hospital (including, without limitation, termination of my association with the Hospital, whether that association is employment, educational, contractual, voluntary or participatory), sanction by a licensing board or governmental agency and/or legal action by the affected patient(s) and/or Hospital.

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 this Confidentiality Agreement, I acknowledge that the Hospital may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination from association with the Hospital.

Signature: _____ **Date:** ____/____/____

Name (Print): _____

Employee ID#: _____ **Department:** _____ **Position:** _____

Supervisor Signature: _____ **Date:** ____/____/____

10/5/2016