

# **MOUNT CARMEL HEALTH SYSTEM CONFIDENTIALITY AND NETWORK ACCESS AGREEMENT**

**The following rules for Confidentiality and Network Access apply to all non-public patient and business information (Confidential Information) of Mount Carmel Health System, Trinity Health, and related organizations. The rules also apply to the non-public and business information of joint ventures, or of other entities and persons collaborating with Mount Carmel Health System and Trinity Health, to which the user has access. As a condition of being permitted to have access to Confidential Information relevant to my job function or role I agree to the following rules:**

## **1. Permitted and required access, use and disclosure:**

- I will access, use or disclose Confidential Patient Information (PHI) only for legitimate purposes of diagnosis, treatment, obtaining payment for patient care, or performing other health care operations functions permitted by HIPAA and I will only access, use or disclose the minimum necessary amount of information needed to carry out my job responsibilities.
- I will access, use or disclose Confidential Business Information only for legitimate business purposes of Mount Carmel Health System or Trinity Health.
- I will protect all Confidential Information to which I have access, or which I otherwise acquire, from loss, misuse, alteration or unauthorized disclosure, modification or access including:
  - making sure that paper records are not left unattended in areas where unauthorized people may view them;
  - using password protection, screensavers, automatic time-outs or other appropriate security measures to ensure that no unauthorized person may access Confidential information from my workstation or other device;
  - appropriately disposing of Confidential Information in a manner that will prevent a breach of confidentiality and never discarding paper documents or other materials containing Confidential Information in the trash unless they have been shredded
  - safeguarding and protecting portable electronic devices containing Confidential Information including laptops, smartphones, PDAs, CDs, and USB thumb drives.
- I will disclose Confidential Information only to individuals, who have a need to know to fulfill their job responsibilities and business obligations.
- I will comply with Mount Carmel Health System/Trinity Health's access and security procedures, and any other policies and procedures that reasonably apply to my use of the computer systems and/or my access to information on or related to the computer systems including off-site (remote) access using portable electronic devices.

## **2. Prohibited access, use and disclosure:**

- I will not access, use or disclose Confidential Information in electronic, paper or oral forms for personal reasons, or for any purpose not permitted by Mount Carmel Health System/Trinity Health policy, including information about co-workers, family members, friends, neighbors, celebrities, or myself. I will follow the required procedures at Mount Carmel Health System to gain access to my own PHI in medical and other records.
- I will not use another person's, login ID, password, other security device or other information that enables access to Mount Carmel Health System/ Trinity Health's computer systems or applications nor will I share my own with any other person.
- If my employment or association with Mount Carmel Health System/Trinity Health ends, I will not subsequently access, use or disclose any Mount Carmel Health System/Trinity Health Confidential Information and will promptly return any security devices and other Mount Carmel Health System/ Trinity Health property.
- I will not engage in any personal use of Mount Carmel Health System's computer systems that inhibits or interferes with the productivity of employees or others associated with Mount Carmel Health System/Trinity Health's operations or business, or that is intended for personal gain;
- I will not engage in the transmission of information which is disparaging to others based on race, national origin, sex, sexual orientation, age, disability or religion, or which is otherwise offensive, inappropriate or in violation of the mission, values, policies or procedures of Mount Carmel Health System/ Trinity Health;

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- I will not utilize the Mount Carmel Health System/Trinity Health network to access Internet sites that contain content that is inconsistent with the mission, values and policies of Mount Carmel Health System/ Trinity Health.

**3. Accountability and sanctions:**

- I will immediately notify the Mount Carmel Health System/Trinity Health Security Official or Privacy Official if I believe that there has been improper/unauthorized access to the Mount Carmel Health System/ Trinity Health network or improper use or disclosure of confidential information in electronic, paper or oral forms.
- I understand that Mount Carmel Health System/Trinity Health will monitor my access to, and my activity within, Mount Carmel Health System's/Trinity Health's computer system, and I have no rightful expectation of privacy regarding such access or activity.
- I understand that if I violate any of the requirements of this agreement, I may be subject to disciplinary action, my access may be suspended or terminated and/or I may be liable for breach of contract and subject to substantial civil damages and/or criminal penalties.
- If I lose my security device I will report the loss to Mount Carmel Health System Information Resources Customer Support immediately and I may be charged for its replacement.

**4. Software use:**

- I understand that my use of the software on Mount Carmel Health System/Trinity Health's network is governed by the terms of separate license agreements between Trinity Health and the vendors of that software.
- I agree to use such software only to provide services to benefit Mount Carmel Health System/Trinity Health.
- I will not attempt to download copy or install the software on any other computer.
- I will not make any change to any of Mount Carmel Health System/Trinity Health's systems without Mount Carmel Health System's/ Trinity Health's prior express written approval.

**5. Network:**

- I understand that access to Mount Carmel Health System's/Trinity Health's network is "as is", with no warranties and all warranties are disclaimed by Trinity Health.
- Mount Carmel Health System/Trinity Health may suspend or discontinue access to protect the network or to accommodate necessary down time. In an emergency or unplanned situation Mount Carmel Health System/Trinity Health may suspend or terminate access with out advance warning.
- Mount Carmel Health System/Trinity Health may terminate this agreement, user access and use of Confidential Information at any time for any reason or no reason.

**6. Employer acceptance of responsibility for an individual with access to Confidential Information:**

(Applies to physicians/physician practices; other individual or facility providers; a vendor that is not a business associate; payers; any other unaffiliated organization).

- I accept responsibility for all actions and/or omissions by my employees and/or agents
- I agree to notify the Mount Carmel Health System Information Resources Customer Support within 5 business days if any of my employees or agents who have access to Mount Carmel Health System's/Trinity Health systems or applications no longer need or are eligible for access due to leaving my practice/company, changing their job duties or for any other reason.
- I agree to report any actual or suspected privacy or security violations made by my employees and/or agents to the Mount Carmel Health System/Trinity Health Privacy Official or Security Official.
- I understand that Mount Carmel Health System/Trinity Health may terminate my employee and/or agent's access.