



**CONFIDENTIALITY AGREEMENT
FOR VOLUNTEERS, STUDENTS,
OBSERVERS, OUTSIDE
CONTRACTORS AND OTHER NON-
EMPLOYEES**

Welcome to Cabell Huntington Hospital, Inc. ("the Hospital"). While at the Hospital or at any facilities owned or operated by the Hospital, you may have access to protected health information ("PHI") for treatment, payment or healthcare operation purposes as those terms are defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as well as confidential and proprietary information about the Hospital and its business transactions and relationships. This information is confidential, and it shall not be disclosed to anybody inside or outside of the Hospital except to those people who are authorized by law or hospital policy to receive such information. See, for example, Administrative Policy II-5 "Release of Protected Health Information." You may not discuss this information with family or friends even if the information is about them. Patients expect the Hospital to keep their medical information confidential and you are expected to respect their rights and abide by applicable laws and hospital policies.

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

1. I shall keep confidential all PHI, regardless of whether it is oral, written or maintained in electronic media, and I shall use or disclose such PHI only as permitted by HIPAA or other applicable federal, state or local laws, rules or regulations. I shall also keep confidential all confidential and proprietary information about the Hospital and its business transactions and relationships.
2. I understand that my access to PHI at the Hospital shall be monitored and subject to random audits, and I shall be held responsible for all attempts at access using my password regardless of who is actually attempting such access. Therefore, I shall safeguard my password at all times and not share it with any other individuals for any purpose or reason. Likewise, I shall not use another person's password to access PHI. I also shall log off of any Hospital system that contains or provides access to PHI as soon as I am finished using such system, in order to prevent unauthorized access. I shall not photograph, print or otherwise copy PHI, including copying PHI to electronic storage media, unless specifically authorized to do so by my supervisor or preceptor or pursuant to my agreement with the Hospital.
3. I understand that I may have access to PHI beyond what I need to carry out my specific duties and responsibilities. I acknowledge that the fact that I may have access to such PHI does not authorize me to access such PHI in the absence of a legitimate reason to do so. Therefore, I shall limit access to PHI to what is specifically necessary to carry out my specific duties and responsibilities as a student, volunteer, observer, outside contractor or other non-employee.
4. I understand that access to PHI of Hospital employees, friends and family members is subject to the same use and disclosure requirements as access to any other patient's PHI. Therefore, I shall not access PHI of Hospital employees, friends or family members beyond what is specifically necessary to carry out my duties and responsibilities.
5. I understand that posting PHI or other confidential or proprietary information from the Hospital on social media is never permitted and that removal of patient names is not sufficient to satisfy HIPAA requirements for use and disclosure of PHI.
6. I shall report any of the following to the Hospital's Privacy Officer immediately at (304) 399-2997 or privacyofficer@chhi.org:
 - a. If my password is used by another person for access to PHI.

- b. If I become aware of any unauthorized use or disclosure of PHI.
 - c. If I ever find that I have accessed PHI in error.
 - d. If I am advised by a patient or family member of unauthorized use or disclosure of PHI.
7. I understand that information about Hospital employees contained in their personnel and employee health files is also confidential and should be handled as set forth in Administrative Policy V-23 "Confidentiality of Personnel Records" and Administrative Policy V-24 "Confidentiality of Employee Health Records."
 8. I also understand that information, such as proprietary information about the Hospital's operations, incident reports, materials designated as "Peer Review" by the Medical and Dental Staff, information concerning lawsuits in which the Hospital is involved, and other similar information shall be treated as confidential and not disclosed to others, such as in a paper or presentation for a class assignment, without the prior permission of my supervisor or preceptor or pursuant to my agreement with the Hospital.
 9. I understand that failure to comply with applicable laws and hospital policies and procedures on confidentiality may result in (i) loss of access; (ii) where applicable, termination of my status at the Hospital and/or any agreement the Hospital may have with me and (iii) where applicable, such actions that may be taken by the Office for Civil Rights, U.S. Department of Health and Human Services, in response to a complaint about a violation of HIPAA.
 - 10.. I understand that my duties and responsibilities to maintain the confidentiality of information as described in this Confidentiality Agreement shall remain in effect even after leaving the Hospital.
 11. I have received the Non-Employee information packet, and I have read and understood the information contained in the packet.

I have read and understand the information set forth above concerning confidentiality, and I agree to comply with this Confidentiality Agreement as well as all applicable laws and hospital policies and procedures on confidentiality and privacy.

Print Name: _____

Signature: _____ Date: _____

Signature of Parent or Guardian if under age 18: _____

CHH #794

Originated:	5/7/13
Reviewed:	
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