

## **Thomas Health System, Inc. Confidentiality and Security Agreement**

Thomas Health System, Inc. (THS) has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. Additionally, THS must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, with patient identifiable health information, “Confidential Information”).

In the course of my contact with THS, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with THS’s Privacy and Security Policies, which are available on the THS intranet and the internet under Ethics & Compliance. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information.

1. I will act in the best interest of THS and in accordance with its Code of Conduct at all times during my relationship with THS.
2. I understand that I should have no expectation of privacy when using THS’s information systems. Thomas Health System may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension and loss of privileges, and/or termination of authorization to work within THS in accordance with the policies of THS.
4. I will not disclose or discuss any confidential information with others, including friends or family, who do not have a need to know it.
5. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any confidential information except as properly authorized. I will only reuse or destroy media in accordance with THS’s Information Security Standards and THS’s Record Retention Policy.
6. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Such safeguards include, but are not limited to: lowering my voice or using private rooms or areas where available.
7. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of confidential information.
8. I will not transmit Confidential Information outside THS’s network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of THS using email or other electronic communication methods, I will ensure that the Information is encrypted according to THS’s Information Security Standards.
9. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
10. I will only access software systems to review patient records or THS’s information when I have a business need to know, as well as any necessary consent. By accessing a patient’s record or THS’s information, I am affirmatively representing THS at the time of each access that I have the requisite business need to know and appropriate consent, and THS may rely on that representation in granting such access to me
11. I will not copy or store Confidential Information on mobile devices, portable devices or removable media such as laptops, tablets, cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to THS’s Information Security Standards.

**Thomas Health System, Inc.**  
**Confidentiality and Security Agreement**

12. I understand that any mobile device (Smart phone, tablet, etc.) that synchronizes THS's data (e.g., email) may contain Confidential Information and as a result, must be protected as required by THS's Information Security Standards.
13. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification process.
14. I will:
  - a. Use only my officially assigned User-ID and password.
  - b. Use only approved licensed software.
  - c. Use a device with virus protection software.
15. I will never:
  - a. Share/disclose passwords, PINs, or access codes.
  - b. Allow another individual to use my digital identity (e.g., 3-4 User ID) to access, modify, or delete data and/or use a computer system.
  - c. Use tools or techniques to break/exploit security measures.
  - d. Connect to unauthorized networks through the systems or devices.
16. I will practice good workstation security measures such as locking up PCs and/or external media when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
17. I will notify my manager, Facility Information Security Official (FISO), Director of Information Technology, or THS's Help Desk if:
  - a. my password has been seen, disclosed, or otherwise compromised;
  - b. Media with Confidential Information stored on it has been lost or stolen;
  - c. I suspect a virus infection on any system;
  - d. I am aware of any activity that violates this agreement, privacy and security policies; or
  - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or THS's systems.
18. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with THS.
19. Upon termination, I will immediately return any documents or media containing confidential information to THS.
20. I understand that I have no right to any ownership interest in any information accessed or created by me during my relationship with THS.

**I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.**