CONFIDENTIALITY AGREEMENT

As an employee of the healthcare entity I have checked below, I may have access to protected health information ("PHI") at Cabell Huntington Hospital, Inc. ("Cabell"), 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/or proprietary information about Cabell employees, the Hospital and the Hospital's business transactions and relationships.

Healthcare facility employer (check one): _____ Cabell Huntington Hospital; _____ St. Mary's Medical Center; _____ HIMG;

_____ Marshall Health; _____ Other (print name): _____

As a condition of this access, I agree to the following terms and conditions, and acknowledge that violation of any of them shall be grounds for (i) loss of access; (ii) where applicable, disciplinary action up to and including termination of employment in accordance with Cabell's disciplinary policy; 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:

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 Cabell shall be monitored, 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 Cabell system that contains or provides access to PHI as soon as I am finished using such system, in order to prevent unauthorized access.

3. I understand that I may have access to PHI beyond what I need to carry out my specific job 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 job duties and responsibilities.

4. I understand that access to PHI of Hospital employees as well as 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 job duties and responsibilities.

5. I shall report any of the following to Cabell's Privacy Officer immediately at (304) 399-2997 or privacyofficer@chhi.org:

    a. If my Cabell password is used by another person for access to Cabell PHI.
    b. If I become aware of any unauthorized use or disclosure of Cabell PHI.
    c. If I ever find that I have accessed Cabell PHI in error.
    d. If I am advised by a patient or family member of a potential unauthorized use or disclosure of Cabell PHI.

6. I shall keep confidential all Cabell employee information, (e.g. phone numbers, addresses, work schedules, etc.) regardless of whether it is oral, written or maintained in electronic media. I shall use or disclose this Cabell employee information only as permitted within the scope of my employment.

7. 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 my employment at the healthcare facility listed above ceases.

I understand that any violation of the Confidentiality Agreement or any HIPAA-related policy or procedure is grounds for disciplinary action, up to and including termination of my access rights and termination of employment.

Signature: _____ Date: _____

Print Name: _____

PES 7-27-07; 11-19-13; 8-16-17; 3-2-20