

REMINDER: PROVIDE A COPY OF THIS FORM TO THE EMPLOYEE FOR THEIR PERSONAL FILE

**RADY CHILDREN'S HOSPITAL AND HEALTH CENTER
CONFIDENTIALITY ACKNOWLEDGEMENT & AGREEMENT FORM**

PRINT NAME: _____

DEPARTMENT: _____ **EXTENSIONS:** _____

During the course of your activity at Rady Children's Hospital and Health Center and its affiliates, you may have access to information which is confidential and may not be disclosed except as permitted or required by law and in accord with Rady Children's Hospital and Health Center policies and procedures. In order for Rady Children's Hospital and Health Center to properly care for patients and engage in successful business planning, certain information must remain confidential. Improper disclosure of confidential information can cause irreparable damage to Rady Children's Hospital and Health Center. Confidential information includes, but is not limited to:

1. Medical and certain other personal information about patients.
2. Medical and certain other personal information about employees.
3. Medical Staff records and committee proceedings.
4. Reports, policies and procedures, marketing or financial information, and other information related to the business of services of Rady Children's Hospital and Health Center and its affiliates which has not previously been released to the public at large by a duly authorized representative of Rady Children's Hospital and Health Center.

If you have any questions at any time concerning the confidentiality or disclosure of information, you should contact the Rady Children's Risk Management Department at 858-495-4980.

By initialing each section and signing this Confidentiality Acknowledgment, you acknowledge and agree that:

- ____ 1. I will only access business information for which I have a legitimate business purpose.
- ____ 2. Medical Information is confidential and my access is restricted to my legitimate medical need to know for diagnosis, treatment and care of a particular patient.
- ____ 3. I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner which is inconsistent with applicable policies and procedures of Rady Children's Hospital and Health Center.
- ____ 4. I will print information from any hospital information system only when necessary for a legitimate purpose and I am accountable for this information until it is destroyed. I understand that patient medical information may only be stored in

authorized locations such as the hard copy medical record jacket located in the Health Information Department. Exceptions may be incorporated into departmental policy so long as Rady Children's Risk Manager approves the exception in writing.

- ____ 5. All patient identifiable information must be shredded or disposed of in a designated locked, confidential disposal bin.
- ____ 6. Patient medical information available from any hospital information system may not be in final form. Therefore, I will not release printed hard copy to third parties, including parents/guardians, but will refer them to the Health Information Department for assistance. Exceptions may be incorporated into departmental policy so long as Rady Children's Risk Manager approves the exception in writing.
- ____ 7. My access and use of any hospital information system information is subject to routine, random, and undisclosed surveillance by the hospital.
- ____ 8. Failure to comply with my confidentiality obligation may result in disciplinary action or termination of my employment/educational affiliation by Rady Children's Hospital and Health Center and its affiliates, or corrective action in conformance with current medical staff bylaws, rules and regulations.
- ____ 9. Impermissible disclosure of confidential information about a person may result in legal action being taken against me by or on behalf of that person.
- ____ 10. I understand that licensed health care providers are subject to sanctions for impermissible disclosure under California Business and Professions Code Sec. 2227, including revocation, suspension, probation and public reprimand.
- ____ 11. If I am issued a unique user code, it is my responsibility to maintain this code in a confidential manner. This user code is my signature for accessing authorized on line computer systems. My user code will ensure that the data for which I am responsible will not be available to anyone else; therefore, it is mandatory that my user code and access data be kept strictly confidential.
- ____ 12. My confidentiality obligation shall continue indefinitely, including at all times after my association with Rady Children's Hospital and Health Center and its affiliates, such as termination of my employment or affiliation with Rady Children's Hospital and Health Center and its affiliates.

I HAVE READ AND UNDERSTAND THIS CONFIDENTIALITY AGREEMENT, HAVE HAD MY QUESTIONS FULLY ADDRESSED, AND HAVE RECEIVED A COPY FOR MY PERMANENT PERSONAL RECORDS.

Employee Signature

Date

Print Name