

Texas Spine & Joint Hospital Confidentiality Agreement

Texas Spine and Joint Hospital (TSJH) has legal and ethical responsibilities to safeguard the privacy of its employees, patients, and their families and to protect the confidentiality of protected health information and all other types of confidential information. Members of the TSJH community include but are not limited to:

- TSJH Workforce Member: an individual performing work on behalf of TSJH and under the direct control of TSJH, whether or not the member is employed by TSJH. Examples include: staff; temporary agency workers, physicians, contractors, students, and volunteers.
- Extended Community Member: an individual who is present on TSJH premises or is accessing information resources at TSJH for a specific treatment, payment, or health care operation business purpose allowed under the Health Insurance Portability and Accountability Act (HIPAA) such as a third party payer representative, a visitor for a guided tour or observation experience, media or vendor representatives, or other health care providers involved in a patient's continuum of care.
- Business Associate: is a person or company that performs certain functions or activities on behalf of, or for, TSJH that involve the creation, use or disclosure of TSJH protected health information.

As a member of the TSJH community, I agree to conduct myself in strict conformance with all applicable laws and with TSJH's policies governing confidential information. I understand and agree that measures must be taken so that all confidential information captured, maintained, or utilized by TSJH and any of its off-site facilities is accessed only by authorized users. These obligations apply to confidential information that is collected or maintained verbally, in paper, or electronic format.

TSJH confidential Information includes any and all of the following categories:

- Patient information including demographic, health, and financial information (in paper, verbal, or electronic form regardless of how it is obtained, stored, utilized, or disclosed);
- Information pertaining to members of the TSJH workforce or Extended Community (such as social security numbers, banking information, salaries, employment records, disciplinary actions, etc.);
- TSJH information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary information including computer programs, source code, proprietary technology, etc.);
- Third-party information (such as insurance, business contracts, vendor proprietary information or source code, proprietary technology, etc.); and

As a condition of and in consideration of my use, access, and/or disclosure of confidential information, I agree that:

1. I will access, use, and disclose confidential information only as authorized and needed to perform my assigned job duties. This means, among other things, that I:
 - a) will only access, use, and disclose confidential information that I have authorization to access, use, and disclose in order to perform my job duties;
 - b) will not in any way access, use, divulge, copy, release, sell, loan, review, alter, or destroy any confidential information except as properly and clearly authorized within the scope of my job duties and as in accordance with all applicable TSJH policies and procedures and with all applicable laws;
 - c) will report to my supervisor or to the appropriate office any individual's or entity's activities that I suspect may compromise the privacy or security of TSJH confidential Information.

2. If I am granted access to TSJH electronic systems, including email, I am the only person authorized to use the individual user identification names and passwords or access codes assigned to me. I agree to the following:
- a) To safeguard and not disclose my individual user identification passwords, access codes or any other authorizations that allows me to access TSJH confidential information to anyone including my manager.
 - b) To not request access to or use any other person's passwords or access codes.
 - c) I accept responsibility for all activities undertaken using my passwords, access code and other authorizations.
 - d) It is my responsibility to log out of any system to which I have logged on. I will not under any circumstances leave unattended a computer to which I have logged on without first either locking it or logging off the workstation.
 - e) If I have reason to believe that the confidentiality of my password has been compromised, I will immediately change my password.
 - f) I understand that my user identification will be deactivated upon notification to Information Management that I am no longer a TSJH workforce Member, Extended Community Member, or Business Associate; or when my job duties no longer require access to the computerized systems.
 - g) I understand that TSJH has the right to conduct and maintain an audit trail of all accesses to confidential information, including the machine name, user, date, and data accessed and that TSJH may conduct a review of my system activity at anytime and without notice in order to monitor appropriate use.
 - h) I understand and accept that I have no individual rights to or ownership interests in any confidential information referred to in this agreement and that therefore TSJH may at any time revoke my passwords or access codes.
 - i) I understand that individuals who access TSJH's confidential information from home must follow TSJH's security guidelines for remote access.
 - j) I understand that it is my responsibility to be aware of TSJH Human Resource policies, and any other policies that specifically address the handling of confidential information and misconduct that warrants immediate discharge.

My signature below indicates that I have read, accept, and agree to abide by all of the requirements described above. I acknowledge that any violation of these requirements may result in disciplinary measures up to and including termination of employment and/or affiliation with TSJH.

Signature: _____

Date: _____

Printed Name: _____

Job Title: _____

Department: _____