

York Hospital
15 Hospital Drive
York, Maine 03909
(207) 363-4321

Workforce Confidentiality Agreement

To Be Signed by All Members of York Hospital's Workforce, including Directors, Officers, Employees, Contractors, Students, Volunteers and Other Workforce Members

I understand that as a director, officer, employee, committee member, contractor, student, volunteer or other member of the workforce of York Hospital ("York"), I will have or may be given access to various types of sensitive Confidential Information in the course of carrying out my work-related roles and responsibilities at York or in the course of performing contractual, voluntary or other services to or on behalf of York. Such Confidential Information includes, and is not limited to:

- (i) Protected Health Information ("PHI") as defined under the HIPAA Privacy Standards (45 C.F.R. §160.103) and Health Care Information as defined under Maine law (22 M.R.S.A. §1711-C(1)(E)) concerning York's patients;
- (ii) Personal Information concerning York patients, such as names, driver's license numbers, social security numbers, identification numbers, account numbers, and passwords;
- (iii) PHI and Personal Information concerning York's own employees, agents or workforce members; and
- (iv) Proprietary Information concerning York's finances, business operations and practices.

By signing below, I acknowledge, understand and agree that as a condition of my employment or other relationship (as the case may be) with York:

1. I will familiarize myself with and abide by York's policies and procedures governing the protection, security, privacy, use and disclosure of Confidential Information, and agree to safeguard the security, privacy and confidentiality of Confidential Information in accordance with the terms and conditions of this Agreement and York's policies and procedures governing such Confidential Information.
2. Any Confidential Information I am given access to or to which I become privy in my role at York is deemed to be private and confidential and is protected from unauthorized access, use or disclosure under state and federal law, and I will not access or attempt to access, use or disclose any such Confidential Information in violation of such laws and York's policies and procedures governing the protection, security, privacy, use and disclosure of such information.
3. Certain types of PHI I may be given access to or become privy to, such as mental health information, HIV/AIDS information, and substance abuse program information, are afforded heightened protection and are specially protected from unauthorized access, use or disclosure under state and federal law. I will not access or attempt to access, use or disclose any such information in violation of such laws and York's policies and procedures governing the protection, security, privacy, use and disclosure of such information.
4. I will not access, attempt to access, use or disclose to any third party, either directly or indirectly, any Confidential Information of York in an unauthorized manner, and will not otherwise access, use or disclose such information without York's prior written consent, unless such access, use or disclosure

is (i) authorized by law and York policy, (ii) within the scope of my work-related roles and responsibilities, and (iii) is in furtherance of York's business activities.

5. My legal and ethical obligations to maintain the security, privacy and confidentiality of Confidential Information under this Agreement, applicable law, and York's policies and procedures shall remain in effect throughout my employment or other relationship with York and subsequent to the termination of my employment or other relationship with York.
6. In the event that I become aware that any Confidential Information in York's possession has been received, accessed, used or disclosed in an unauthorized manner by any person, I will immediately notify York management and carry out any additional responsibilities I might have in response to such an incident under York's privacy and security policies and procedures. I understand that such reportable incidents include but are not limited to:
 - Unintentional disclosures, such as misaddressed or misdirected mail, email or fax communications containing Confidential Information;
 - Lost or stolen electronic devices, such as laptops/tablets, Blackberries, and cell phones, containing Confidential Information;
 - Lost or stolen removable media, such as CDs, DVDs, thumb drives, or portable hard drives, containing Confidential Information;
 - Breaches of the security of York's private network and unauthorized attempts to access York's private network;
 - Lost, stolen, or abandoned paper files, records or documents containing Confidential Information, or the improper disposal of Confidential Information; and
 - Verbal disclosures of Confidential Information to persons not authorized to receive such information.
7. To the extent that I have or may be given access to electronic Confidential Information stored on York computers, networks, mobile data devices (such as a Blackberry, smart phone, tablet or laptop computer), portable data storage media (such as thumb drives, DVDs, CDs) or other electronic information systems, I will not disclose my login or user names, passwords or access codes to any other person and will immediately notify York management upon learning or discovering that my username and/or password may have been acquired or used by another person. I acknowledge that I may be held responsible for any access gained to Confidential Information through the use of my username and password and for any unauthorized activities conducted on or in York computers, networks, mobile data devices, portable data storage media or other electronic information systems using my username and password until such notice is given to York management. I understand that York regularly monitors its information systems for unauthorized access and activities and for security, quality and regulatory compliance purposes, and that I therefore cannot have and do not have any expectation of privacy with respect to any activities I conduct using York computers, networks, mobile data devices, portable data storage devices or other information systems.
8. I will access, use and disclose Confidential Information only as necessary to carry out my roles and responsibilities at York, and only the minimum information necessary for me to carry out such roles and responsibilities.
9. I will not download or store any Confidential Information on any home, portable or remote devices, including personal computers, laptop computers, cell phones, thumb drives, DVDs, CDs or other similar data storage devices, except as permitted by York policy and procedure and authorized by York management.

10. I will at all times take reasonable measures to safeguard any Confidential Information I access or maintain in my custody to avoid any intentional, unintentional, or inadvertent unauthorized uses or disclosures, including but not limited to:

- Avoiding discussions of Confidential Information in public or non-private areas;
- Avoiding viewing Confidential Information in paper records or on computers and mobile data devices in areas visible to unauthorized persons;
- Not accessing or transmitting unencrypted Confidential Information through insecure internet connections such as public wi-fi connections;
- Logging off computers and York information systems when not in use or during periods of inactivity;
- Securing paper records containing Confidential Information in filing cabinets and offices in secure locations inaccessible to unauthorized persons, when such records are not in use;
- Securing paper records, tablets, laptops, Blackberries, cell phones, thumb drives, DVDs, CDs and other mobile data devices and portable data storage media containing Confidential Information in locked areas of automobiles (such as glove compartments or trunks) such that they are not visible and easily accessible to unauthorized persons;
- Maintaining and not disabling password protected access controls meeting York complexity requirements on all computers, mobile data devices and electronic media containing Confidential Information; and
- Not downloading any apps or software programs on York-issued computers or mobile data devices without prior approval of York.

11. Any and all Confidential Information to which I am given access or may become privy is the exclusive property of York and/or its patients, and I will promptly return to York any such information in my possession or control at any time upon request from York. Upon termination of my employment or other relationship with York, I will return to York any and all Confidential Information in my custody or control, whether in hardcopy or electronic form, and will not make or retain, or permit others to make or retain, any copies, notes or excerpts of any such information.

12. Violation of this Agreement, York's policies and procedures and applicable laws and regulations pertaining to the protection of Confidential Information may subject me to discipline or termination of my employment or other relationship with York, as well as to penalties, sanctions, fines and other forms of legal relief imposed or allowed by law.

_____	_____
Date	Signature
Printed Name:	_____
Title/Role:	_____
Address:	_____
Telephone:	_____
Email:	_____

If you have any questions concerning your responsibilities under this Agreement, please contact York's Privacy Officer, your York supervisor, or your designated York contact.

Revised: June 2013