SAINT AGNES MEDICAL CENTER/CHE TRINITY HEALTH
CONFIDENTIALITY AND NETWORK ACCESS AGREEMENT

The following rules for Confidentiality and Network Access apply to all non-public patient and business information (Confidential Information) of Saint Agnes Medical Center, CHE Trinity Health, and related organizations. The rules also apply to the non-public and business information of joint ventures, or of other entities and persons collaborating with Saint Agnes Medical Center and CHE Trinity Health, to which the user has access. As a condition of being permitted to have access to Confidential Information relevant to my job function or role I agree to the following rules:

1. **Permitted and required access, use and disclosure:**
    - I will access, use or disclose Confidential Patient Information (PHI) only for legitimate purposes of diagnosis, treatment, obtaining payment for patient care, or performing other health care operations functions permitted by HIPAA and I will only access, use or disclose the minimum necessary amount of information needed to carry out my job responsibilities.
    - I will access, use or disclose Confidential Business Information only for legitimate business purposes of Saint Agnes Medical Center or CHE Trinity Health.
    - I will protect all Confidential Information to which I have access, or which I otherwise acquire, from loss, misuse, alteration or unauthorized disclosure, modification or access including:
        - making sure that paper records are not left unattended in areas where unauthorized people may view them;
        - using password protection, screensavers, automatic time-outs or other appropriate security measures to ensure that no unauthorized person may access Confidential information from my workstation or other device;
        - appropriately disposing of Confidential Information in a manner that will prevent a breach of confidentiality and never discarding paper documents or other materials containing Confidential Information in the trash unless they have been shredded
        - safeguarding and protecting portable electronic devices containing Confidential Information including laptops, smartphones, PDAs, CDs, and USB thumb drives.
    - I will disclose Confidential Information only to individuals, who have a need to know to fulfill their job responsibilities and business obligations.
    - I will comply with Saint Agnes Medical Center/CHE Trinity Health's access and security procedures, and any other policies and procedures that reasonably apply to my use of the computer systems and/or my access to information on or related to the computer systems including off-site (remote) access using portable electronic devices.

2. **Prohibited access, use and disclosure:**
    - I will not access, use or disclose Confidential Information in electronic, paper or oral forms for personal reasons, or for any purpose not permitted by Saint Agnes Medical Center/CHE Trinity Health policy, including information about co-workers, family members, friends, neighbors, celebrities, or myself. I will follow the required procedures at Saint Agnes Medical Center to gain access to my own PHI in medical and other records.
    - I will not use another person's, login ID, password, other security device or other information that enables access to CHE Trinity Health's computer systems or applications nor will I share my own with any other person.
    - If my employment or association with Saint Agnes Medical Center/CHE Trinity Health ends, I will not subsequently access, use or disclose any Saint Agnes Medical Center/CHE Trinity Health Confidential Information and will promptly return any security devices and other CHE Trinity Health property.
    - I will not engage in any personal use of Saint Agnes Medical Center's computer systems that inhibits or interferes with the productivity of employees or others associated with Saint Agnes Medical Center/CHE Trinity Health's operations or business, or that is intended for personal gain;
    - I will not engage in the transmission of information which is disparaging to others based on race, national origin, sex, sexual orientation, age, disability or religion, or which is otherwise offensive, inappropriate or in violation of the mission, values, policies or procedures of CHE Trinity Health;
    - I will not utilize the Saint Agnes Medical Center/CHE Trinity Health network to access Internet sites that contain content that is inconsistent with the mission, values and policies of Saint Agnes Medical Center/CHE Trinity Health.

3. Accountability and sanctions:

- I will immediately notify the Saint Agnes Medical Center/CHE Trinity Health Information Security Officer (James Conrad – 559-450-2048) or Privacy Officer (Tina Peterson – 559-450-3967) if I believe that there has been improper/unauthorized access to the CHE Trinity Health network or improper use or disclosure of confidential information in electronic, paper or oral forms.
- I understand that Saint Agnes Medical Center/CHE Trinity Health will monitor my access to, and my activity within, CHE Trinity Health's computer system, and I have no rightful expectation of privacy regarding such access or activity.
- I understand that if I violate any of the requirements of this agreement, I may be subject to disciplinary action, my access may be suspended or terminated and/or I may be liable for breach of contract and subject to substantial civil damages and/or criminal penalties.
- If I lose my security device I will report the loss to the Saint Agnes Medical Center Computer Help Desk at 559-450-3200 immediately and I may be charged for its replacement.

4. Software use:

- I understand that my use of the software on CHE Trinity Health's network is governed by the terms of separate license agreements between CHE Trinity Health and the vendors of that software.
- I agree to use such software only to provide services to benefit CHE Trinity Health.
- I will not attempt to download, copy or install the software on any other computer.
- I will not make any change to any of CHE Trinity Health's systems without CHE Trinity Health's prior express written approval.

5. Network:

- I understand that access to CHE Trinity Health's network is "as is", with no warranties and all warranties are disclaimed by CHE Trinity Health.
- CHE Trinity Health may suspend or discontinue access to protect the network or to accommodate necessary down time. In an emergency or unplanned situation CHE Trinity Health may suspend or terminate access with out advance warning.
- CHE Trinity Health may terminate this agreement, user access and use of Confidential Information at any time for any reason or no reason.

6. Employer acceptance of responsibility for an individual with access to Confidential Information:
(Applies to physicians/physician practices; other individual or facility providers; a vendor that is not a business associate; payers; any other unaffiliated organization).

- I accept responsibility for all actions and/or omissions by my employees and/or agents
- I agree to notify the Saint Agnes Medical Center Computer Help Desk at 559-450-3200 within 5 business days if any of my employees or agents who have access to CHE Trinity Health systems or applications no longer need or are eligible for access due to leaving my practice/company, changing their job duties or for any other reason.
- I agree to report any actual or suspected privacy or security violations made by my employees and/or agents to the Saint Agnes Medical Center/CHE Trinity Health Privacy Official or Security Official.
- I understand that Saint Agnes Medical Center/CHE Trinity Health may terminate my employee and/or agent's access.

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SIGNATURE PAGE
RELATIONSHIP TO SAINT AGNES MEDICAL CENTER /CHE TRINITY HEALTH

I am a: (Please check all that apply to you)

Direct relationships with Saint Agnes Medical Center

___Associate (employee) at Saint Agnes Medical Center

___Physician Credentialed on Saint Agnes Medical Center Medical Staff

___Volunteer at a Saint Agnes Medical Center Facility

___Temporary/Contractor at a Saint Agnes Medical Center/ Facility: (name of agency)_____

___Student at Saint Agnes Medical Center: (name of educational organization)_____

Employed by or Associated with a Saint Agnes Medical Center Credentialed Medical Staff Member

__ Medical Staff Member's Employee or Temp Staff (name of practice)_____

___Medical Staff Member's Vendor's Employee (name of vendor)_____

Vendor Providing Goods or Services to Saint Agnes Medical Center

___Employee/Temp Staff of Saint Agnes Medical Center's clinical services vendor: (name of vendor)_____

___Employee/Temp Staff of Saint Agnes Medical Center's business services vendor: (name of vendor)_____

___Employee/Temp Staff of Saint Agnes Medical Center's IT services vendor: (name of vendor)_____

Saint Agnes Medical Center's Joint Venture or a Facility Managed by Saint Agnes Medical Center

___Employee of a Saint Agnes Medical Center's Joint Venture (name of joint venture)_____

___Employee of a Hospital/Other Facility Managed by Saint Agnes Medical Center (name of facility):_____

___Credentialed Physician on Medical Staff of a Hospital/Other Facility Managed by Saint Agnes Medical Center: (name of facility):_____

__ Employee or Temp Staff of a Credentialed Physician on the Medical Staff of a Hospital/Other Facility Managed by Saint Agnes Medical Center: (name of physician's practice)_____

Other

___Unaffiliated (non-credentialed) Physician/Other Provider: (name of practice)_____

___Employee of an Unaffiliated Physician or Facility: (name of practice or facility)_____

___Employee of a Payer :(name of payer)_____

___Researcher (Research study name):_____

___Other (name of employer)_____

USER SIGNATURE

If there are any items in this agreement that I do not understand I will ask my Saint Agnes Medical Center supervisor or other appropriate Saint Agnes Medical Center contact person for clarification. My signature below acknowledges that I have read, understand and accept this agreement and realize it is a condition of my employment or association with CHE Trinity Health. I also acknowledge that I have received a copy of the Confidentiality and Network Access Agreement.

_____

Print Name

_____

Signature of individual to be given access Date

EMPLOYER SIGNATURE

(**Required** when user is an employee or agent of: a physician/physician practice; other individual or facility provider; a vendor that is not a business associate; any other organization unaffiliated with Saint Agnes Medical Center or CHE Trinity Health.

My signature below acknowledges that I have read, understand and accept my responsibilities as the employer or the sponsor of the user who has signed this agreement above.

_____

Print Name

_____

Signature of employer of the individual to be given access Date

After completing this form, please FAX to_____

AGREEMENT BETWEEN THE COUNTY OF FRESNO AND SAINT AGNES MEDICAL CENTER/CHE TRINITY HEALTH

No.: **Saint Agnes Medical Center/CHE Trinity Health.**
Term: June 20, 2017 with no specified termination date

Employee Confidentiality and Network Access Agreements

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG,
COUNTY COUNSEL

By _____

REVIEWED AND RECOMMENDED FOR APPROVAL:

By _____
David Pomaville
Director
Department of Public Health