

# Catholic Health Initiatives

## Confidentiality and Acceptable Use Agreement

### Employee Notice, Acknowledgement and Certification of Signature

Catholic Health Initiatives, its affiliates and subsidiaries (CHI), treat information about CHI's business and about individuals such as the patient or resident and their families, and employees as confidential and take precautions to protect the privacy, confidentiality, and security of this information.

CHI confidential information means any information regardless of the format that it is in (for example, paper, electronic, oral conversations, films) about a patient, resident, employee, student, physician, professional staff, or CHI business and financial operations that is not available to the public. Confidential information includes, but is not limited to, protected health information, billing, payroll, employment records, employee benefits, trademark, copyright, intellectual property, technical ideas and inventions, written published works, contracts, supplier lists and prices, price schedules, business practices, marketing, or strategy, confidential information of third parties for business purposes, or information that is only intended for internal use.

During the course of your employment or association with CHI, you may have access to CHI confidential information. In order to access confidential information you must read the following statements and conditions and indicate you intent to comply.

**I understand**

I will look at and use only the confidential information I need to perform my job duties such as to provide health care for a patient, resident, member or other individuals, or to perform CHI business related job duties.

**I understand and agree**

I will not look at confidential information that I do not need to perform my job, for my own personal benefit or profit, for the personal benefit or profit of others, or to satisfy personal curiosity, or to disclose or divulge confidential information to others.

**I understand and agree**

I will not share confidential information with anyone who is not authorized by CHI to have access to it. If my responsibilities include disclosing confidential information with outside parties such as healthcare providers, contractors, consultants, or insurance companies, I will follow CHI policies and procedures for these types of disclosures.

**I agree**

I will take reasonable precautions and follow CHI policies and procedures for safeguarding confidential information to prevent the unauthorized use or disclosure of confidential information.

**I agree**

I will ensure that confidential information that I no longer need will be returned and maintained in the appropriate CHI department or location, or in accordance with CHI policies and procedures.

**I agree**

I understand that passwords, verification codes, or electronic signature codes assigned to me are the equivalent to my personal signature; and

- I will only use my password, verification or electronic signature code, in accordance with CHI policies and procedures;
- I will not use the password, verification or electronic signature code of other CHI employees or individuals authorized by CHI to have such password, verification or electronic signature code;
- I am responsible and accountable for all entries made and retrievals accessed using my password, verification or electronic signature code regardless of whether it is used by me or by another individual; and
- I will not use my password, verification or electronic signature code after my employment or affiliation with CHI ends.

**I understand and agree**

If I become aware that another individual has access to or is using my password, verification or electronic signature code or is using his/hers or another individual's password, electronic signature or verification code improperly, I will immediately notify my direct supervisor or the CHI Privacy Officer.

**I agree**

I understand that my obligation to maintain the confidentiality of CHI's confidential information extends beyond termination of my employment or association with CHI, and I agree that I will not disclose or use CHI confidential information for any purpose after my employment or association ends.

**I understand**

During the course of my employment with CHI I may need to have access to information systems, applications, and information technology network infrastructure (CHI IT Assets) to obtain and use CHI information for my job duties. In order to obtain and maintain access privileges to CHI IT Assets I agree to read the following statements and conditions and indicate my intent to comply with CHI policies and procedures and this Confidentiality and Acceptable Use Agreement.

**I understand**

I am responsible for complying with the CHI Acceptable Use Policy. If I have any questions about my use of CHI IT Assets I am to ask my immediate supervisor and/or the IT Help Desk for assistance. The Acceptable Use Policy is available on Inside CHI or from my manager.

**I understand and agree**

I understand that CHI maintains ownership of CHI IT Assets and the CHI Information contained on these IT Assets. CHI Information includes information that I may create, access, or obtain on behalf of CHI.

**I understand**

I am not permitted to install or remove any software on CHI IT Assets. If I need specific software for specific job duties, I will request services from IT Help Desk to install or remove such software.

**I agree**

I am responsible for complying with software licensing, copyright, and patent requirements, and the laws which protect these rights. I understand that I am not permitted to download, reconfigure, or reverse engineer any software that CHI uses with its IT Assets.

**I agree**

I am responsible for handling CHI Information in such a manner as to prevent unauthorized use or disclosure of CHI Information. I am also responsible for preventing unauthorized access and use of CHI IT Assets reasonably within my scope of influence, including, but not limited to, taking additional physical precautions to protect IT Assets such as logging out of my computer when not in use, and physical protection of IT Assets to prevent theft or loss, such as with mobile devices and laptop computers.

**I understand and agree**

I am responsible for securing CHI Information when it is used and disclosed electronically, such as using encryption when sending confidential information.

**I understand and agree**

I am responsible for knowing and following the CHI defined acceptable uses of the Internet, email, Instant Messaging, file transfer, and proper data storage as set forth in the CHI Acceptable Use policy.

**I understand and agree**

I am responsible for protecting CHI IT Assets, including my company computer, from viruses and the introduction of malware. If I have any questions or concerns about unknown emails or Internet web sites, I will contact the ITS Help Desk for assistance.

**I understand and agree**

I am responsible for securely protecting any mobile device(s) I use to access CHI Exchange/Outlook (email, calendars and contacts) or other CHI systems or applications and the information stored on such a mobile device in accordance with ITS Security Standard ITS13-S8 Mobile Device Security. This requirement applies to all CHI Workforce members (including, but not limited to, full-time employees, part-time employees, physicians and physician groups, clinicians and clinician services, trainees, students, volunteers, contractors, consultants, vendors, temporary workers) and includes mobile devices owned by a CHI/Entity, an individual, or a third party. The Mobile Device Security Standard can be accessed on Inside CHI or a copy can be obtained by contacting my manager. I am responsible for complying with the Mobile Device Security Standard as it applies to my use of a mobile device to access CHI information. If I have any questions about my use of a mobile device to access CHI Systems and applications, I am to ask my supervisor and/or ITS Service Desk for assistance.

**I understand and agree**

I am responsible for adherence to the conditions contained in the Mobile Device Security Standard. This requirement applies to all CHI Workforce members, regardless if an individual currently accesses CHI Exchange/Outlook or any other CHI systems or applications. I may access the Mobile Device Security Standard on Inside CHI or from my manager.

**I understand and agree**

I acknowledge that if my mobile device receives 10 attempted login failures, then the information contained on the mobile device will be deleted. I acknowledge that the information includes CHI Information and my personal information.

**I understand**

If my mobile device is lost or stolen, I will immediately report this to the CHI ITS Service Desk and I grant CHI permission to conduct a remote wipe of the mobile device. I acknowledge that the remote wipe may remove my personal information and applications on my mobile device. CHI's policy on remote wiping of CHI information contained on personal devices does not apply to an employee who has not been granted access to CHI Exchange/Outlook (email, calendars, and contacts) or other CHI IT systems or applications, or otherwise does not maintain CHI Information.

**I understand and agree**

Upon my resignation or termination of my employment or association with CHI, I grant CHI permission to deprovision my personal mobile device; or if the mobile device is owned by CHI, I will return it. I acknowledge that de-provisioning will remove and wipe all CHI Information and that my personal information that is maintained on the mobile device may be deleted, including my personal photographs, calendar, and address book. CHI's policy on remote wiping of CHI information contained on personal devices does not apply to an employee who has not been granted access to CHI Exchange/Outlook (email, calendars, and contacts) or other CHI IT systems or applications, or otherwise does not maintain CHI Information.

**I understand and agree**

I will immediately report any security incident involving CHI IT Assets to the ITS Help Desk regardless of how insignificant I may think the incident is.

**I agree**

I understand that CHI:

- issues user identification and secure passwords to access confidential information that is maintained electronically;
- regularly monitors access and use of CHI confidential information to determine my compliance with CHI policies and procedures and the terms of this Agreement;
- and will monitor my access, use, and transmission of information on CHI IT Assets.

**I understand**

I understand that I do not have, and should not expect any personal privacy rights when using CHI IT Assets.

**I understand**

I understand and agree to abide by the obligations of this Confidentiality and Acceptable Use Agreement and associated CHI policies and procedures related to privacy, information security, information technology and confidentiality. I understand that CHI may take disciplinary action if I do not abide by the CHI policies and procedures, including up to termination of my employment, contract, or association with CHI.

**I understand**

I understand that CHI is entitled to take legal action against me, including seeking money damages, if I do not follow CHI policies and procedures or if I inappropriately use or disclose CHI's confidential information.

\_\_\_\_\_ **I understand**

I understand that agreeing to comply with the Confidentiality and Acceptable Use of CHI IT Assets Agreements and related CHI policies and procedures to protect confidential information is not an employment contract. I understand that these policies and procedures may be revised or amended at any time and I will be made aware of the updated policies and procedures.

\_\_\_\_\_ **I understand**

I understand that by responding and submitting an answer to any of the questions above I am consenting to provide by Acknowledgement and Certification of the applicable statement(s) by electronic signature. I understand that by responding and submitting an answer to any of these is the equivalent of actually "signing" my name to the statement(s) that precede(s) it. My electronic signature will constitute my "original" signature as well as my Acknowledgement and Certification of the applicable statement(s) when used or printed.

\_\_\_\_\_ **I understand**

I understand that I may access a copy of the Privacy and Security Policies and Standards including the Mobile Device Security Standard on Inside CHI or from my manager.

\_\_\_\_\_ **I understand**

I understand that I may access a copy of the **Privacy and Security Standards** by going to the Inside CHI Web site or through these links:

**Privacy Standards:** <http://collab.catholichealth.net/gm/folder-1.11.142497>

**Security Standards:**

<http://home.catholichealth.net/portal/site/chihome/menuitem.9330395aff7999de89df0ef43abafa0?vgnextoid=742b43e4a0610210VgnVCM1000093bcfa0aRCRD&vgnextfmt=default>

By my signature below I am indicating that I have read, understand, and agree to adhere to the conditions of this Confidentiality Agreement for continued employment or affiliation with **Catholic Health Initiatives**.

Name (print): \_\_\_\_\_ ID Number (optional): \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_ Date \_\_\_\_\_



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