NMC health
PO Box 308 | Newton, KS 67114

NMC Health must safeguard the privacy of its employees, and patients and their families and protect the confidentiality of protected health information (PHI) and all other types of confidential information for both legal and ethical reasons. Members of the NMC Health community include but are not limited to:

- **Workforce Member**: an individual performing work on behalf of NMC Health and under the direct control of NMC Health, whether or not the member is employed by NMC Health. Examples include: staff; temporary agency workers; students; contractors; clergy; volunteers; and Board members.
- **Extended Community Member**: an individual who is present on NMC Health premises or accessing information resources at NMC Health 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**: a person or company that performs certain functions or activities on behalf of, or for, NMC Health that involve the creation, use, disclosure, or storage of NMC Health PHI.

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

NMC Health 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 NMC Health Workforce or Extended Community (such as social security numbers, banking information, salaries, employment records, disciplinary actions, etc.);
- NMC Health information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, etc.);
- Third-party information (such as insurance, business contracts, vendor proprietary information or source code, etc.); and
- Patient or other confidential or proprietary information heard or observed by being present on NMC Health premises.

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:
   1.1 will only access, use, and disclose confidential information that I have authorization to access, use, and disclose in order to perform my job duties;
   1.2 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 NMC Health policies and procedures and with all applicable laws;

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1.3 will report to the NMC Privacy Officer or Security Officer of any individual's or entity's activities that I suspect may compromise the privacy or security of NMC Health Confidential Information or have evidence of confidential information was used, shared, or thrown away insecurely.

2 If I am granted access to NMC Health electronic systems, including email, I am the only person authorized to use the individual usernames and passwords assigned to me. I agree to the following:

2.1 To safeguard and not disclose my individual username and/or passwords, or any other authorizations that allow me to access NMC Health Confidential Information to anyone including my manager or supervisor.

2.2 To not request access to or use any other person's username and/or passwords or access codes.

2.3 I accept responsibility for all activities undertaken using my username and passwords, access codes.

2.4 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.

2.5 If I have reason to believe that the confidentiality of my password has been compromised, I will immediately change my password.

2.6 I understand that my user account will be deactivated upon notification to Information Technology that I am no longer an NMC Health Workforce Member, Extended Community Member, or Business Associate; or when my job duties no longer require access to the computerized systems.

2.7 I understand that NMC Health 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 NMC Health may conduct a review of my system activity at any time and without notice in order to monitor appropriate use.

2.8 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 NMC Health may at any time revoke my passwords or access codes.

2.9 I understand that individuals who access NMC Health Confidential Information from home must follow ***NMC Health's Remote Access policy*** **(DocID # 867)**.

2.10 If a workforce member, I understand that it is my responsibility to be aware of NMC Health Human Resource policies, NMC Health Operations policies, and other policies that specifically address the handling of confidential information and misconduct that warrants immediate discharge.

2.11 I understand that in addition to protecting confidential information I am also required to be aware of the ***NMC Health HIPAA Workstation Use and Security policy*** (**DocID # 16108**) and to abide by all of its requirements regarding the appropriate use of NMC Health computer systems.

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 NMC Health.

Signature: _____ Date: _____

Printed Name: _____

Job Title: _____ Department: _____