



## Confidentiality Agreement

I acknowledge that I, as a member of the Terrebonne General Medical Center (TGMC) team, have been granted access to TGMC’s Electronic Medical Information System (“EMIS”) which contains protected health information (PHI) that is for use by me in the treatment of patients, for use in obtaining payment for healthcare services, or for other healthcare operation purposes as those terms are defined by the laws and regulations of HIPAA. I further acknowledge and understand that: a) EMIS will provide me with access to protected health information (“PHI”) and confidential and proprietary information about TGMC and its relationships (the “Confidential Information”), which is confidential; b) that the disclosure of such Confidential Information is expressly prohibited to any person or entity inside or outside of TGMC except for those people who are authorized by law or hospital policy to receive such information. I covenant and agree not to discuss this information with family or friends even if the information is about them and understand that my failure to maintain the confidentiality of such information is a violation of state and federal laws and hospital policies.

I pledge to protect all Confidential Information made available to me and pledge to follow hospital policies regarding such information. I understand that it is my ethical and legal responsibility to maintain and comply with all protection requirements. Therefore I pledge to adhere to the following:

1. I will protect and maintain the confidentiality of all Confidential Information and PHI, regardless of whether it is oral, written or electronic. It will be disclosed only in accordance with the terms of this Agreement and the provisions of HIPAA Privacy and Security Laws and other federal and state statutes and regulations.
2. I will keep confidential all proprietary information with regards to TGMC operations and financial activities and will not disclose this information to others without proper authorization.
3. I will not access or attempt to access PHI of patients except for direct treatment, payment or related operations. I will only access PHI of patients that I “need to know” about in order to complete my job. I shall not access PHI associated with fellow employees, friends, family or myself unless it is necessary to carry out my official duties and responsibilities.
4. I will not disclose my user name, password and/or pin to anyone. I will not use another person’s user name, password and/or pin. I will lock or log off work stations when leaving them unattended.
5. I will securely store and protect any user names, passwords and/or pins that I am assigned so they are not available to other individuals.
6. I will not use any of the Confidential Information or PHI for personal purposes or gain. I will not solicit patients for the benefit of another practice or entity. I understand that the EMIS Software is licensed and copyrighted, shall not be shared with other software licensors, and must be kept confidential.
7. I understand that my access is monitored and I will be held responsible for all activity under my user access.
8. I will report breaches of confidentiality by others to the TGMC Compliance Officer email at [hotline@tgmc.com](mailto:hotline@tgmc.com) or by phone at 985-873-3121.
9. I understand that my user name is my electronic signature on the medical record.
10. I agree not to alter parameter settings at computer terminals unless properly authorized in writing by TGMC.
11. I pledge not to access any software to which I have been granted access unless I have been properly trained for such purpose.
12. I have reviewed and understand the attached TGMC policies and agree to follow them without exception.
13. I understand that my failure to comply with any of the matters contained herein may result in: 1) loss of my access to EMIS; 2) initiation and possible actions from state and/or federal investigations related to statutes and regulations governing the access and release of Protected Health Information (PHI), including but not limited to HIPAA; 3) initiation and possible actions from civil and administrative investigations of the Office of Civil Rights, U.S. Department of Health and Human Services as it relates to HIPAA; and 4) civil actions for breach of contract.

By my signature below, I acknowledge my understanding of all of the above and foregoing and I agree to be bound by the terms and commitments contained therein.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Department/Organization/Practice \_\_\_\_\_