

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

### Obligations Regarding Confidentiality

Applies to all employees (including administration, managers, supervisors and applicable physicians); volunteers; agency, temporary and registry personnel; students, interns, and contracted personnel.

Patient health and Sharp Organizational information is protected by law and by Sharp HealthCare policies. The intent of these laws and policies is to assure that confidentiality of information is maintained while used for business and clinical operations. In my job, I may see or hear confidential information in any form (oral, written, electronic) regarding:

- Patients and/or their family members (such as patient records, test results, conversations, financial information)
- Employees, physicians, volunteers and contractors (such as employment records, corrective action, disciplinary action)

#### I AGREE TO AND ACKNOWLEDGE THE FOLLOWING:

- I will protect the privacy of all business and medical information relating to our patients, members, employees and health care providers.
- I know that confidential information I learn on my job does not belong to me and I have no right or ownership to it. Sharp HealthCare may take away my access to confidential information at any time.
- I will not misuse confidential information and will only access information necessary to do my job. I will not disclose any confidential information unless required to do so in the official capacity of my relationship, employment or contract with Sharp HealthCare.
- I will not share, change or destroy any confidential information unless it is part of my job to do so. If any of these tasks are part of my job, I will follow the correct department procedure or the instructions of my supervisor (such as shredding confidential paper). If a demand from an oversight agency, law enforcement or government agency is made upon me from outside Sharp HealthCare to disclose confidential information, I will document this by giving written notice to my supervisor.
- I will only print information from a Sharp HealthCare information system when necessary for a legitimate work related purpose. I am accountable for this information until it is properly filed or disposed of.
- If I have access to electronic equipment and/or records, I will keep my computer password secret and I will not share it with any unauthorized individual. I am responsible to protect my password or other access to confidential information. I understand that my use of an electronic system may be periodically monitored and audited to ensure compliance with this agreement.
- I understand that I have an obligation to report to my supervisor and/or the Compliance Hotline if I think someone is misusing confidential information or is using my password. I further understand that Sharp HealthCare will not tolerate any retaliation against me for making a report.
- On termination of my employment, I will return to Sharp HealthCare all copies of documents containing Sharp HealthCare's confidential information or data in my possession or control.

I understand that failure to comply with this agreement may result in corrective action up to, and including, termination of employment or other relationships with Sharp HealthCare. I understand that I may also be subject to other remedies allowed by law. I understand that I must also comply with any laws, regulations, and Sharp HealthCare policies, including the Commitment to Principles, Privacy, Confidentiality and Security policies that address confidentiality. This agreement shall survive the termination of my official relationship, employment or contract with Sharp HealthCare.

I have read and understand this Confidentiality and Non-Disclosure Agreement, have had my questions fully addressed and have received a copy.

Date: \_\_\_\_\_  
Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_  
Printed Name \_\_\_\_\_ Witness \_\_\_\_\_