Confidentiality and Security Agreement

GroupHealth®

This Agreement applies to all users of Group Health Cooperative information systems. I understand that as a user of Group Health Cooperative information systems, I may have access to or become aware of confidential information and I acknowledge my legal and ethical obligations to protect the confidentiality of all such information. Such confidential information includes, but is not limited to, the following:

- Patient/member/enrollee/participant health care and financial information, including but not limited to, medical records, credit card and banking information, health plan information, billing and accounts information, claims data, and peer review activities;
- Group Health Cooperative, Group Health Options, Inc. or Group Health Permanente employee personnel, compensation, financial, and health care information; and
- Business information relating to Group Health Cooperative and its affiliates and subsidiaries, including but not limited to human resources, administrative, payroll, fiscal, proprietary, research, sales and marketing, planning, risk management, legal, health plan, and management information.

The above will be referred to as "Group Health Information" throughout this Agreement.

By signing below, I acknowledge that I have read and understand this Agreement and hereby agree to comply with its terms. I acknowledge this Agreement is a condition of my employment or affiliation with Group Health Cooperative, Group Health Options, Inc. or Group Health Permanente and my obligations set forth in this Agreement continue after the termination of such employment or affiliation.

Signature _____ Date _____

Print Last/First Name _____ Employee ID _____

Department _____ User ID _____

Manager Name _____

OWNERSHIP OF INFORMATION AND INFORMATION SYSTEMS

- I understand that information contained on Group Health Cooperative information systems, whether locally or remotely hosted, is owned by and belongs to Group Health Cooperative, including but not limited to all medical records and other information relating to Group Health Cooperative patients/members/enrollees/participants.
- I understand that at any time, with or without notice or consent, Group Health Cooperative may audit, investigate, monitor, access, and disclose information related to my use of Group Health Information and/or its information systems, including any data I create, transmit, or store on Group Health Cooperative information systems.
- I will only access or use information systems or devices I am authorized to access with a business need to know.
- I agree to complete all privacy, confidentiality, and security training required by Group Health Cooperative.
- I agree that I do not have any expectation of privacy with respect to my use of Group Health information systems, including any data that I create, transmit, or store on those systems.
- I understand that Group Health Cooperative has the right to access, copy, and make unlimited use of any data which I receive, create, store, or transmit in the course of my employment or relationship with Group Health Cooperative, regardless of where such data is stored. I further agree to provide Group Health Cooperative access to any such data stored on media in my personal possession, whether or not the storage media is owned by Group Health Cooperative.

AUTHORIZATION TO ACCESS, CREATE, USE, AND DISCLOSE INFORMATION

- I am only authorized to access, create, use, or disclose Group Health Information required to perform my job/contractual duties.
- I will not use my access to Group Health information systems to view my health care or health plan information, unless such access is through MyGroupHealth or the Lawson employee self-service portal.
- I will not use my access to Group Health information systems to view information about my family members, friends, Group Health Cooperative, Group Health Options, Inc. or Group Health Permanente employees, or others for personal purposes; instead, I will only view such information if required by my employment/contractual duties. I understand that if I access my own or a family member's health or other information through any means other than Group Health's established processes for patient access to such information, I am subject to termination of my employment, contract, or affiliation with Group Health Cooperative, Group Health Options, Inc., or Group Health Permanente.
- I will differentiate between my role as a Group Health employee versus a Group Health patient demonstrating appropriate use of Group Health systems in both roles. I will use secure messaging (and not staff messaging) when I am communicating as a patient with my Group Health provider. I will maintain boundaries between my personal relationships and will not allow friends and family to use my status as a Group Health employee to gain patient information.
- I will only obtain my own health care or health plan information or that of a family member's (or others for whom I may legally access information) according to Group Health Cooperative's established processes for patient access to information, such as through the clinic business/medical records office, practitioner, care team, Customer Service, and MyGroupHealth. I understand that if I access my own or a family

member's health or other information through any means other than Group Health's established processes for patient access to such information, I am subject to termination of my employment, contract, or affiliation with Group Health Cooperative, Group Health Options, Inc. or Group Health Permanente.

- I will not use Group Health systems or resources for personal use and will abide by appropriate use policies.

VIOLATION OF AGREEMENT

- I understand that my failure to comply with any part of this Agreement may result in disciplinary or other action, including denial of access to Group Health information, and/or termination of my employment, contract or affiliation with Group Health Cooperative, Group Health Options, Inc. or Group Health Permanente, or my right to practice in a Group Health Cooperative facility.
- I understand that, in some circumstances, Group Health may report violations of this agreement to the appropriate regulatory authorities.

CONFIDENTIALITY

- I understand that in the course of my work, I may see or hear confidential information about Group Health patients, members, enrollees and participants or about Group Health business.
- I recognize my legal and ethical obligations to protect the confidentiality of:
  - Health information including but not limited to medical records, personal finances, billing accounts, claims data, risk management, peer review activities, and other patient, member, enrollee, and participant information.
  - Business and proprietary information, and other confidential information relating to Group Health Cooperative and its affiliates, such as human resources, payroll, fiscal, research, planning, and management information.
- I will access, use, or disclose Group Health Information only when it is my legitimate business/job responsibility to do so and will disclose such information only to individuals with a legitimate need to know such information.
- I will not discuss Group Health Information with unauthorized individuals, nor will I discuss Group Health Information in public areas in a manner so that unauthorized individuals may hear such information.
- I understand that laws provide special protections to any and all references to patient sexually transmitted disease treatment or consideration of sexually transmitted disease testing and unauthorized release of such information may subject me to legal and/or disciplinary action.
- I understand that the laws provide special protections for mental health and substance abuse health information and that unauthorized disclosure of such information may subject me to legal and/or disciplinary action.

SECURITY

- I will protect the security and integrity of Group Health Information from loss, misuse, falsification, and unauthorized access, disclosure, modification, or destruction.
- I will comply with and not attempt to circumvent all security configurations or user security requirements (such as logging off, locking my workstation and positioning screens away from public view, etc.) when accessing and using Group Health Information and information systems, including remote access to Group Health information systems.
- I will not take advantage of, use, or disclose unsecured Group Health Information or an unsecured workstation.
- I will keep my passwords secret, change them as required by Group Health's password aging standard, not share them with anyone, and not allow others to use my logon credentials to access Group Health Information and information systems. I will use only my own user ID and passwords to access Group Health Information and information systems.
- If I use a portable electronic device, such as a Blackberry or Blackjack, etc. or laptop computer, to store Group Health Information, I will do so in accordance with Group Health Cooperative Policy F-08-508, Security for Portable Electronic Devices and Portable Electronic Devices User Agreement.
- I will observe Group Health security procedures when transmitting confidential information, such as faxing, e-mail, secure messaging, staff messaging, or secure file transfer.
- I will print information from Group Health information systems only when necessary for a legitimate purpose and I acknowledge that I am accountable for the physical security of all information I print.
- I will not copy, move, and store Group Health information to non-Group Health systems, removable storage media, or local hard drives without the express approval of the Information Security Office.
- If, as part of my responsibility, I must take any Group Health information off Group Health premises, I will only do so with permission from my manager and I acknowledge my duty to protect such data from unauthorized disclosure.
- I will follow Group Health *ConWaste* and departmental policies and procedures for disposing of confidential information.
- I will not ask any other person to access Group Health Information on my behalf that I am not otherwise permitted to access.

REFERENCES, RESOURCES, INCIDENT REPORTING

- Privacy, confidentiality, and security policies, procedures, and other resources are available on InContext.
  I may also contact the Privacy Office or the Information Security Office about any privacy or information security questions I have.
- I may contact the Privacy Office or Information Security for answers to questions and concerns including questions I may have about this agreement.
- I will inform my manager and/or the Information Security Office on the same day I observe any actual or suspected security violations, including compromised passwords, or inappropriate access or security actions.
- I will inform my manager and/or the Privacy Office on the same day of any actual or suspected inappropriate use, access, or disclosure of Group Health Information, whether by me or another individual, whether intentional or accidental.