



## CONFIDENTIALITY ACKNOWLEDGEMENT & AGREEMENT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Affiliation/Organization: \_\_\_\_\_

**During the course of your activities at Rady Children's Hospital and Health Center and its affiliates, including Rady Children's Hospital – San Diego (collectively, Rady Children's), you may have access to information which is confidential and may not be disclosed except as permitted or required by law and in accordance with applicable policies and procedures. Improper disclosure of Confidential Information may cause irreparable damage to Rady Children's. "Confidential information" includes, but is not limited to:**

1. Medical and personal information about patients;
2. Medical and personal information about employees and providers;
3. Attorney-Client Privileged Communications, and Attorney Work Product;
4. Medical Staff and Medical Practice Foundation records, documentation and committee proceedings, including peer review records and communications;
5. Trade Secrets, as defined by CPM 11-34;
6. Reports, policies and procedures, marketing or financial information; and
7. Information related to the business or services of Rady Children's, which has not previously been released to the public at large.

By initialing each section and signing this Confidentiality Agreement, you acknowledge and agree (on your own behalf and on behalf of your employees and agents, as applicable) that:

- \_\_\_\_ 1. I will hold Confidential Information in the strictest confidence and will only use or disclose such information in a manner consistent with applicable policies and procedures of Rady Children's.
- \_\_\_\_ 2. I will access patient information only for a legitimate need to know for purposes of diagnosis, treatment and care of a particular patient, or as necessary to provide services to Rady Children's.
- \_\_\_\_ 3. I will access Rady Children's business information only for a legitimate business purpose.
- \_\_\_\_ 4. I understand that patient information may only be stored in authorized locations/ accessed on devices as described in applicable policies and procedures. I will print and/or remove from Rady Children's premises hard copy of Confidential Information only when necessary for a legitimate purpose and understand that I am accountable for this information until it is destroyed. I will keep my Rady Children's identification badge on my person or in a secure location at all times. I understand that unattended

and/or unlocked vehicles are not considered secure storage locations. If I travel by plane, I will not check Patient Information into my checked luggage.

- \_\_\_\_\_ 5. It is the responsibility of each person with access to Confidential Information to be aware of and comply with Rady Children's policies and procedures for proper disposal of waste that contains such information. Printed hard-copies containing Confidential Information, including the following sensitive information, shall be disposed of in secure containers for permanent destruction by shredder or other approved means:
- a. HIV testing, results and information;
  - b. Mental health and psychiatric information;
  - c. Substance abuse information;
  - d. Child abuse information;
  - e. Medical Staff records and documentation including peer review records and communications; and
  - f. Any document containing patient identifying information.
- \_\_\_\_\_ 6. I will not release printed hard-copies of patient information to third parties, including parents/guardians, except as permitted by applicable policies and procedures.
- \_\_\_\_\_ 7. My access and use of all Rady Children's electronic systems is subject to routine, random, and undisclosed audit and monitoring.
- \_\_\_\_\_ 8. If I am issued a unique user code, password or login credentials ("User Code"), it is my responsibility to maintain this User Code in a confidential manner. This User Code is my signature for accessing Rady Children's electronic systems. I understand that I must keep my User Code strictly confidential.
- \_\_\_\_\_ 9. Impermissible use/disclosure of Confidential Information may result in legal action against me.
- \_\_\_\_\_ 10. I understand that California licensed health care providers may be subject to disciplinary action by the applicable licensing board for impermissible disclosure of patient information, including license revocation, suspension or probation and public reprimand.
- \_\_\_\_\_ 11. Failure to comply with Rady Children's policies and procedures regarding access, use and disclosure of Confidential Information may result in disciplinary action by my employer and/or termination of my access to Rady Children's, its information, and its electronic systems.
- \_\_\_\_\_ 12. My confidentiality obligation as stated in this Agreement shall continue indefinitely, including at all times after my association with Rady Children's, including after termination of my employment (as applicable).

**If you have any questions or would like further information regarding Confidential Information or this Confidentiality Agreement, contact the Compliance Department of the applicable RCHHC affiliate, shown below, and/or review the RCHSD Confidentiality of Information policy (CPM 11-34):**

<b>Rady Children’s Hospital - San Diego</b> (858) 576-1700 ext. 222827	<b>Children’s Primary Care Medical Group, Inc.</b> (858) 502-1186
<b>Rady Children’s Specialists of San Diego, A Medical Foundation</b> (858) 576-1700 ext. 222827	<b>Children’s Physicians Medical Group, Inc.</b> (858) 309-6270
<b>Children’s Specialists of San Diego, A Medical Group, Inc.</b> (858) 576-1700 ext. 222827	<b>UCSD Pediatric Associates</b> (858) 502-1186
<b>Rady Children’s Physician Management Services</b> (858) 502-1186	

I HAVE READ AND UNDERSTAND THIS CONFIDENTIALITY AGREEMENT, HAVE HAD MY QUESTIONS FULLY ADDRESSED, AND HAVE RECEIVED A COPY FOR MY PERMANENT PERSONAL RECORDS.

\_\_\_\_\_  
**Type Full Legal Name \***

\_\_\_\_\_  
**Date**

**\*My typed name shall have the same force and effect as my written signature.**