



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

System information that may include, but is not limited to, patient identifiable, employee identifiable, intellectual property, financially non-public, contractual, of a competitive advantage nature, and from any source or in any form may be considered confidential. Confidentiality and integrity of information are to be preserved and its availability maintained. The value and sensitivity of information is protected by law and by the strict policies of the Delaware Health Information Network (DHIN). The intent of these laws and policies is to assure that confidential information will remain confidential through its use, only as a necessity to accomplish the DHIN mission.

As a condition to receiving a unique user log-in identification and password and allowed access to DHIN, and/or being granted authorization to access any form of confidential information identified above, I, _____, agree to comply with the following terms and conditions: (Print First and Last Name)

Initial each of the following statements:

- _____ 1. My user identification and password is equivalent to my LEGAL SIGNATURE. I will not disclose my password to anyone or allow anyone to access the system using my user identification and password.
- _____ 2. I am responsible and accountable for all entries made and all retrievals accessed under my user identification and password, even if such action is due to my intentional or negligent act or omission.
- _____ 3. I will not attempt to learn or use another user's log-in identification and password.
- _____ 4. I will not access DHIN using a log-in identification and password other than my own.
- _____ 5. If I have reason to believe that the confidentiality of my log-in identification and password has been compromised, I will immediately notify a member of the management team so my password can be changed.
- _____ 6. I will not leave a secured computer application unattended while signed on to DHIN.
- _____ 7. I will comply with all policies and procedures and other rules of DHIN relating to confidentiality of information and log-in identification and passwords.
- _____ 8. Any data available to me will be treated as confidential information as defined by HIPAA.
- _____ 9. I understand that my use of the system will be routinely monitored to ensure compliance with this agreement.
- _____ 10. I will not access, view or request information on anyone with which I do not have a clinical relationship or a need to know in order to perform my official job responsibilities.

Misuse of DHIN includes accessing or viewing information on a relative or acquaintance with whom no clinical relationship or need to know exists – i.e. parent, sibling, child (even under 18 years of age), spouse, significant other, co-worker, neighbor, etc.

- _____ 11. I will not disclose any confidential information unless required to do so in the official capacity of my employment or contract. I also understand that I have no right or ownership interest in any confidential information.
- _____ 12. I will not disclose protected health information or other information that is considered proprietary, sensitive, or confidential unless there is a legitimate need to know.
- _____ 13. I will limit distribution of confidential information only to parties with a legitimate need in performance of the organization's mission.
- _____ 14. I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by the authorized party.
- _____ 15. I agree not to use the information in any way detrimental to the organization and will keep all such information confidential.
- _____ 16. This agreement shall survive the termination, expiration, or cancellation of this agreement.
- _____ 17. I understand that inappropriate access is a criminal offense that could be subject to prosecution by the State of Delaware as a **Class D Felony punishable by up to eight (8) years imprisonment, fines and penalties** for each offense, and result in immediate termination of DHIN access.

I further understand that if I violate any of the above terms, I may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to the Delaware Health Information Network.

User Name: _____ Date: _____
(Print First and Last Name)

User Signature: X _____