

## **KETTERING HEALTH EMPLOYEE / VOLUNTEER / OTHER WORKFORCE MEMBER INFORMATION SECURITY, PRIVACY, and CONFIDENTIALITY AGREEMENT**

As an employee, volunteer, or other workforce member of Kettering Health, I provide essential and valuable services. While providing these services, I understand that I may be given or have access to sensitive business information, patient information or Confidential Information (as defined below) regarding employees, vendors, customers, students, or patients of Kettering Health. This information may be available in various forms including, but not limited to, paper, an electronic application, on-screen displays, in computer readable form, or disclosed orally. This information requires confidentiality and a commitment of protection and privacy.

Described below are examples of the types of Confidential Information that you may encounter.

### **Confidential Information includes but is not limited to:**

1. Any information from student records, personnel/HR records, and patient medical records; any protected health information ("PHI") pertaining to a current or former Kettering Health patient that I learned as a result of my job at Kettering Health;
2. Kettering Health business information about strategy, operations, personnel and organizational decisions that have not been publicly disclosed;
3. Financial information including charges, payment histories, purchases, and debts;
4. Any information I have been told is privileged and/or confidential;
5. Kettering Health Passwords; and
6. Copies of any of the above listed information or documents.

### **By indicating Agree below, I attest that I understand and agree to the following:**

- I will review and ensure I am familiar with the Kettering Health policies and procedures related to confidentiality and privacy, including any policies that are specific to the Kettering Health department in which I conduct my job duties. I understand these policies are available to me on the Kettering Health intranet site or a shared drive for my department and I will inform my manager if I am unable to access them for any reason. If I do not understand these policies or what is required of me to adhere to them, I will speak with my manager, HR or I will contact the Corporate Integrity Department for guidance.
- I understand the Kettering Health Corporate Integrity Department can and will perform audits to identify potential inappropriate access to Confidential Information.
- I will contact my supervisor or manager (if applicable) to obtain proper permission and/or guidance before I use or disclose Confidential Information if I am unsure whether the use or disclosure is proper. I will seek advice, as required, from the Kettering Health Corporate Integrity Department to ensure that the use or disclosure is in accordance with Kettering Health policies and procedures as well as applicable state laws and federal regulations.
- I will not disclose Confidential Information to other patients, plan members, friends, relatives, co-workers or any other individuals except as expressly permitted by Kettering

Health policies and procedures and in accordance with applicable state laws and federal regulations, and only as necessary to perform my work or volunteer duties/responsibilities.

- I will not discuss or disclose Confidential Information outside of the workplace or within hearing of other individuals who do not have a need-to-know (e.g. lobbies, elevators, etc.). I will only discuss Confidential Information for job-related purposes and with those who need such information to perform their jobs.
- I will not discuss with any unauthorized individual information that would lead to identification of individuals who are current or former Kettering Health patients. This includes not hinting at the presence, history, diagnosis, procedures, or status of any patient.
- I will not access my own or anyone else's medical record(s) using my job-related EPIC access, unless such access is required for my job at Kettering Health. It is only appropriate to access my own medical information through MyChart. This includes, but is not limited to, checking appointment times, address confirmation, payment verification etc.
- I will take all reasonable steps to reclaim Confidential Information from a recipient who has received Confidential Information inadvertently due to an error. I will notify the Kettering Health Corporate Integrity Department when an inappropriate disclosure of Confidential Information occurs.
- I will not post or discuss Confidential Information, including pictures and/or videos, on social media sites (e.g. Facebook, TikTok, Snapchat, Twitter/X, etc.). I will not post or discuss Confidential Information on Kettering Health-sponsored social media sites unless expressly authorized by Kettering Health.
- I will not access, maintain or transmit Confidential Information on any unencrypted portable electronic devices (e.g. laptops, tablets, phones, thumb drives etc.) and agree to use such devices in accordance with Kettering Health policies only.
- I will protect the confidentiality of all Confidential Information while employed by Kettering Health and after I leave Kettering Health. All Confidential Information remains the property of Kettering Health and may not be removed or kept by me when I leave Kettering Health.

### **Use of Confidential Information at Kettering Health**

It is important that the entire Kettering Health workforce share a culture of respect for Confidential Information. To that end, if I observe access to or sharing of Confidential Information that is or appears to be unauthorized or inappropriate, I will take action to make sure that this use or disclosure does not continue. This might include advising the person involved to check the appropriateness of the use or disclosure with the Kettering Health Corporate Integrity Department. It may also involve letting my leader or HR know about the issue or possible issue. Concerns may be submitted through the Corporate Integrity Hotline (telephone #: 1-844-587-1658 or at <https://www.mycompliancereport.com/report?cid=KH1>). Reports can be submitted anonymously if preferred. You may also send concerns directly to the Privacy Officer mailbox at [Privacy.Officer@ketteringhealth.org](mailto:Privacy.Officer@ketteringhealth.org).

**If I violate this agreement:** If I am an employee, I am subject to disciplinary action, up to and including termination. If I am a volunteer, I am subject to termination of my right to volunteer. If I am a member of the Kettering Health medical staff, I am subject to a loss of hospital privileges. In addition, under applicable law, I may be subject to criminal or civil penalties.

I have read and understand the above and agree to be bound by the terms of this Agreement. I understand that signing this Agreement and complying with its terms is a requirement for me to be employed or volunteer at the Kettering Health. However, nothing in this Agreement alters at-will employment.