

NORTHWESTERN MEMORIAL HEALTHCARE
INFORMATION ACCESS AND CONFIDENTIALITY AGREEMENT

Security and confidentiality is a matter of concern for Northwestern Memorial HealthCare, its affiliated entities (collectively, "NM") and for all persons who have access to what this agreement refers to as "confidential information." Each person accessing such information holds a position of trust relative to this information and must recognize the responsibilities entrusted in preserving the security and confidentiality of this information. Therefore all individuals authorized to access NM confidential information, data and resources, must read and comply with this agreement and NM policies.

Confidential information includes, but is not limited to, patient information (such as records, conversations, admittance information, financial information, etc); information relating to NM (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source codes, proprietary technology, etc); employee/volunteer/house staff member/student information (such as salaries, employment records, disciplinary actions, etc); and information proprietary to other companies or persons (such as computer programs, client and vendor proprietary information, source codes, proprietary technology, etc). You may learn or have access to some or all of this confidential information through NM's computer system or through your affiliation or employment with NM.

Confidential information is valuable and sensitive and is protected by state and federal law and strict NM policies. As an employee/volunteer/house staff member/student you are required to conduct yourself in strict conformance to applicable laws and NM policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violation of any of these duties will subject you to discipline, which might include, but is not limited to termination, loss of privileges at NM, and to civil fines, penalties, judgments, and/or criminal sanctions.

Accordingly, as a condition of and in consideration of your access to confidential information, you promise that:

1. You will respect the privacy and rules governing the use of any information to which you have access and will only use confidential information as needed to perform your legitimate duties as an employee/volunteer/house staff member/student affiliated with or employed by NM. This means, among other things, that:
 - A. You will only access confidential information for which you have a need to know; and
 - B. You will not in any way use, divulge, copy, release, sell, loan, review, alter or destroy any confidential information, except as authorized within the scope of your activities as an employee/volunteer/house staff member/student affiliated with or employed by NM, as authorized by the patient or as authorized by law; and
 - C. You will only use confidential information for research purposes in accordance with an IRB waiver, with prior written patient authorization or with the prior permission of NM.
 - D. You will not misuse or carelessly care for confidential information, including but not limited to: discussing confidential information where others can hear, e.g., hallways, elevators, in the cafeteria, on shuttle buses or public transportation, in restaurants or at social events; improperly disposing of confidential information; or making unauthorized transmissions, inquires, modifications or purging of confidential information. Such unauthorized transmissions include, but are not limited to, removing or transferring confidential information to unauthorized locations, e.g. home.

2. You will safeguard and will not disclose your user I.D. and password or any other authorization access that allows you to access confidential information, e.g., never share your user I.D. and password with any other person; or allow anyone else to access or alter confidential information under your identity. You accept responsibility for all activities undertaken using your user I.D. and password or other authorization. You agree to report any lost or stolen access code to the Help Desk at 312-926-HELP so it may be deactivated.
3. You understand and acknowledge that NM has the right to monitor and audit the activities undertaken through the use of your user I.D. and password or other authorization and agree to cooperate with any investigations regarding unauthorized or improper use of confidential information accessed using your user I.D. and password or other authorization.
4. You will report activities by any individual or entity that you suspect may compromise the confidentiality or security of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
5. You understand that your obligations under this agreement will continue after termination of your affiliation or employment with NM. You understand that your access privileges hereunder are subject to periodic review, revision and if appropriate renewal.
6. You understand that you have no right or ownership interest in any confidential information referred to in this agreement. NM may at any time revoke your user I.D. and password, authorization, or access to confidential information. At all times during your affiliation or employment with NM, you will safeguard and maintain the confidentiality of all confidential information.
7. **You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your user I.D. and password. You understand that your failure to comply with this agreement may also result in loss of privileges to access of confidential information, legal liability and disciplinary or corrective action, up to and including termination, in accordance with NM policies.**

Signature

Date

Printed Name

Effective June, 2002

_____ **Initial**