



Related Form to Policy S-FW-IM-0201  
**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**  
*Obligations Regarding Confidentiality and Security of Scripps Data and Information*

**Confidential Information**, which includes protected health information (PHI), personal financial information (PFI) and other sensitive or proprietary Scripps organizational information, is protected by Scripps’ policies and the law.

I understand that in my capacity as an employee, medical staff member, contractor, volunteer, or other third party having access to Scripps information, I may see or hear Confidential Information. This Confidential Information, which may exist in any form (oral, written, electronic), includes, but is not limited to:

- Patient information (e.g., patient records, test results, treatment plans, conversations regarding patient status or outcomes, personal financial information);
- Scripps business information, including, but not limited to, strategic plans, budgets, internal financial reports, contracts, vendor quotes, PFI, personnel or employment information or records, or other proprietary information.

**I UNDERSTAND AND AGREE TO THE FOLLOWING:**

- Any Confidential Information that I may receive or learn from any source during the course of my work at Scripps does not belong to me, and I have no right or ownership in such information. Accordingly, Scripps, at its sole discretion, may remove, or in any manner restrict, my access to Confidential Information, or any subset of Confidential Information, at any time and for any reason.
- I will not misuse any Confidential Information, and will only access such information as is necessary for me to do my job.
- I will not use, download, or disclose any Confidential Information at any time, or for any purpose, unless required to do so in the performance of my Scripps-related duties..
- I will not access, view, copy, photograph, or in any other manner obtain, any PHI or PFI that is not required for performance of my work for Scripps. This specifically includes any information that pertains to me, or to any member of my family.
- I will take all necessary steps to safeguard Confidential Information at all times in accordance with the law and Scripps policies, including Scripps policies regarding record retention and authorized record destruction
- I will protect my computer passwords and will not share them with any individual. I understand that my user ID’s and passwords are my “*electronic signature*” and I am accountable for all access and actions under my logon.
- On termination of my employment or engagement with Scripps, or at any other time that I am requested to do so, I will immediately return to Scripps all documents or property containing any Confidential Information in my possession, custody or control.

**I AGREE TO REPORT CONCERNS REGARDING CONFIDENTIALITY SAFEGUARDS:**

- If, at any time, I believe that I, or any other individual or entity, has inappropriately accessed or disclosed Confidential Information, I will immediately report my belief and any supporting facts to my supervisor and/or Audit & Compliance Services, and/or the Scripps Compliance & Patient Safety Alertline (1-888-424-2387). I understand that Scripps will not tolerate any retaliation against me for making any such good faith report.
- I will immediately report any Information Security Incident to the IS Help Desk (858-678-7500). An Information Security Incident includes any lost or stolen computer, handheld device, cell phone, and/or electronic storage media, or any disclosure or misuse of my password.

**ACKNOWLEDGEMENT OF MY RESPONSIBILITIES:**

I have read and understand this Confidentiality and Non-Disclosure Agreement. I understand that my obligations under this Agreement shall survive the termination of my employment or engagement with Scripps. I also understand that any failure to comply with any term of this Agreement may result in corrective action, up to and including termination of employment, or any other relationship with Scripps, as well as appropriate legal action. By signing below, I understand that I am agreeing to the terms and conditions of this Agreement, and that I agree to be bound by them.

Name (Print)

Title

Signature

Corporate/Employee ID#

Date