



CONFIDENTIALITY AGREEMENT

During the course of your relationship with or presence at a Cheyenne Regional Medical Center (CRMC) facility, you may have access to confidential information. As a condition of your relationship with CRMC, your presence in its facility, receiving a computer user code and password and/or otherwise being granted access to CRMC's confidential information, you agree to comply with the following terms and conditions.

CONFIDENTIAL INFORMATION

CRMC confidential information includes, but is not limited to, (i) health and certain other identifying information concerning CRMC patients and employees; (ii) medical staff records and committee proceedings; (iii) proprietary information such as business accounts and clinical protocols developed by CRMC; (iv) reports, policies and procedures, marketing or financial information, business & strategic plans, corporate minutes and other information related to the business or services of CRMC; and (v) any other information that is identified as confidential by CRMC or that you should reasonably know to be confidential based on the circumstances. This information may be available via any media (e.g., computer records, paper records, microfiche, x-rays, videotapes, email, voicemail, verbal communications, etc.)

YOUR OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION

1. You will hold CRMC's confidential information in the strictest confidence and will not use or disclose it except as permitted by this Agreement or required by law.
2. You will not access (by CRMC computer system or by any other means), use or disclose any confidential information other than as necessary to fulfill your responsibilities within the scope of your relationship with CRMC.
3. Your password may give you access to a broad patient information base. However, you are only permitted to access patient information on a "need to know" basis (i.e., the specific patient account, record, etc. that you require to perform your duties).
4. You will protect your user code and password in accordance with CRMC information security policies and procedures. Your user code and password is your signature for accessing authorized on line computer systems. We may monitor access made using your code and password and may assume that access to have been made by you.
5. You will not, without explicit written authorization from appropriate CRMC personnel, remove documents or data from CRMC premises or system.
6. You will follow CRMC policies and procedures concerning information privacy and security, including without limitation, if applicable, CRMC Institutional Review Board Regulations.
7. Your obligations will survive the termination of your relationship with CRMC.

POSSIBLE CONSEQUENCES IF YOU FAIL TO MEET YOUR OBLIGATIONS

If you fail to meet your obligation under this Agreement, CRMC may: Terminate your access to confidential information or your relationship with CRMC; or

1. Exercise any other right that it may have in law or equity.
2. Monetary damages alone may be an inadequate remedy for any breach of this Agreement. You agree that CRMC shall be entitled to injunctive relief (without the need to prove irreparable harm or to post a bond) along with other appropriate relief to restrain or redress any breach or threatened breach of this Agreement.
3. The remedies set forth in this Agreement shall be cumulative and may be pursued successively or concurrently as CRMC may elect
4. If you have any questions about whether information is confidential, how it should be protected, or whether you may access, use or disclose it, you should contact the Chief Compliance & Privacy Officer at 307-432-6624.

Nothing in this Agreement shall obligate CRMC to make available or provide any information to you or to enter into or continue any other agreement or arrangement with you. You have read and understand this Agreement and have received a copy for your records.

Signature

Date

Authorized Witness

Date

Print Name