



CONFIDENTIALITY AND SECURITY AGREEMENT

As an employee, physician, other healthcare provider, student, volunteer, vendor, contractor, or temporary employee associated with West Virginia University Hospitals, Inc. (WVUH)/West Virginia Medical Corporation (UHA), you may have access to confidential information including protected health information (PHI), business asset data, secret, proprietary, or private information obtained through your association with one or more of these entities. The purpose of this Agreement is to help you understand your personal obligation regarding confidential information.

Confidential information, including protected health information (PHI), business asset data, secret, proprietary, or private information is valuable and sensitive and is protected by law and by strict confidentiality policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), establishes standards for the protection of patient information. The HITECH Act, which became effective on February 18, 2009 addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules. Under HITECH inappropriate disclosure of PHI may result in the imposition of fines up to \$1.5 million and potential civil suits and imprisonment.

Accordingly, as a condition of and in consideration of my access to confidential information, I agree to abide by the following:

1. I will not access confidential information, including protected health information (PHI), business asset data, secret, proprietary, or private information which I have no legitimate need to know or for which I am not an authorized user. **This includes my records and records of family members and friends. I will not access my own Personal Health Records via Merlin.(Live Epic)**
2. I understand to access my own Personal Health Records I may log onto MyWVUChart.com (MyChart). Proxy Access for others records (i.e family) can only be granted through MyWVUChart once proxy consent has been received.
3. I will not in any way divulge, disclose, copy, release, sell, loan, review, alter or destroy any confidential patient information, including protected health information (PHI), business asset data, secret, proprietary, or private information unless expressly permitted by existing policy except as properly approved in writing by an authorized officer of WVUH/UHA within the scope of my association with such entity.
4. I will not utilize another user's password in order to access any system. I will not reveal my computer access code to anyone else unless a confirmed request for access to my password has been made by Information Technology Department and I am able to confirm the legitimacy of the request and the requestors. I accept personal responsibility for all activities occurring under my password.
5. I have reviewed the Administrative Electronic Signature Policy V.294. All electronic email messages/instant messages/cellular phone calls/PDA entries/episodes of internet access/episodes of remote access/computer use occurring on hospital owned or issued computers/cellular or other phones/PDAs/pagers, whether for business purposes or incidental personal purposes, may be subject to WVUH/UHA obligations to collect, preserve and produce electronically-stored information during litigation or certain legal investigations. WVUH/UHA cannot guarantee that incidental personal email/phone calls/pages/PDA entries/internet access/remote access will be exempt from collection, preservation or production under these circumstances.
6. If I observe or have knowledge of unauthorized access or divulgence of the confidential information, including protected health information (PHI), business asset data, secret, proprietary, or private information. I will report it immediately to my supervisor and to the appropriate WVUH/UHA Compliance, Privacy or Security Officer.
7. I will not seek personal benefit or permit others to benefit personally by any confidential information, including protected health information (PHI), business asset data, secret, proprietary, or private information that I may have access to or that I access as an unauthorized user.

8. I understand that all information, regardless of the media on which its stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.), or the methods by which its moved (electronic mail, face to face conversation, facsimiles, etc.) is the property of WVUH/UHA and shall not be used inappropriately or for personal gain and shall not be removed from the premises without prior authorization. I also understand that all electronic communication shall be monitored and subject to internal and external audit.
9. I understand that discussions regarding patient and/or protected health information shall not take place in the presence of persons not entitled to such confidential information and shall not take place in public places (such as elevators, lobbies, off premises, etc.).
10. I agree to abide by all rules and regulations as specified in WVUH/UHA policies unless specifically altered by a separate contractual agreement. I can request that a copy of these policies be provided to me.
11. I understand that my failure to comply with this Agreement (intentional or unintentional) may result in disciplinary action, which might include, but is not limited to, termination of employment and/or loss of my privileges with WVUH/UHA, dismissal from the premises, and could result in my being held personally liable in a court action by a patient or their family.
12. I understand that the obligations in this Agreement continue after the end of my association with WVUH/UHA.

By signing this agreement, I acknowledge that WVUH/UHA has an active on-going program to review records and transactions for inappropriate access and I understand that inappropriate access or disclosure of information can result in penalties including disciplinary action, termination, refusal of access to premises, and/or legal action.

Participant's Printed Name

Participant's Signature

Date

If under 18 years of age, notarized signature of parent or legal guardian is required.

Parent/Legal Guardian's Printed Name

Parent/Legal Guardian's Signature

Date

STATE OF _____ COUNTY OF _____, ss.:

On this day, personally appeared before me

_____,
to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

this _____ day of _____, _____.

Notary Public in and for the State of _____.

My commission expires _____.