

## 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), 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. Inappropriate disclosure of PHI may result in the imposition of fines up to \$250,000 and ten years imprisonment per incident.

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 and for which I am not an authorized user.
2. 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 within the scope of my association with such entity.
3. 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.
4. 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 WVUH Compliance Officer.
5. 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.
6. 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 the WVUH 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.
7. 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.).
8. I agree to abide by all rules and regulations as specified in WVUH's policies unless specifically altered by a separate contractual agreement. I can request that a copy of these policies be provided to me.
9. 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, dismissal from the premises, and could result in my being held personally liable in a court action by a patient or their family.
10. I understand that the obligations in this Agreement continue after the end of my association with WVUH.

By signing this agreement, I acknowledge that WVUH 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.

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Signature	Date	Print Name
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If under 18 years of age, signature of parent or legal guardian is required.

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Signature of parent/legal guardian	Date	Print Name
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