



MCV Hospitals and Physicians

CONFIDENTIALITY AGREEMENT

As an employee of any of the entities associated with VCU Health System (MCV Physicians, MCV Hospitals, Virginia Commonwealth University, or any affiliated service provider), hereinafter referred to as VCUHS, I acknowledge and understand that I may have access to proprietary and/or other confidential information belonging to VCUHS. In addition, I acknowledge and understand that I may have access to confidential information regarding business operations, patients, patient care, and staff of VCUHS.

I understand that I should access information for work related reasons only (i.e., on a need to know basis), and only with proper authorization. Therefore, except as required by my employer or by law, I agree that I will not a) disclose to any other person, or b) access unauthorized or unnecessary information, or c) allow any other person access to, any information related to VCUHS which is proprietary, confidential, and/or pertains to patients, patient care, staff or which is proprietary in nature.

“Disclosure of Information” can be defined as, but is not limited to, verbal discussion, fax transmissions, electronic transmission, voice communication, written documentation, “loaning” computer access codes, and/or other electronic transmission or sharing of data.

I understand that it is the policy of the VCUHS to protect the confidentiality of all data residing in information systems particularly related to patient and employee data. I acknowledge that my system access is defined based on my job duties; and that should my job duties change, I should ask my manager/supervisor to change my system access accordingly. I acknowledge that my access and use of any VCUHS system or application is subject to the following terms.

- I will use VCUHS information systems and data to conduct VCUHS business only.
- I will not disclose my User ID or confidential password to any individual nor will I use any User ID or password that has been assigned to another user.
- If I have any reason to believe that my User ID or passwords have been compromised, I will report it to my Manager/Supervisor and/or IS Security immediately.
- I understand that I will be held responsible for the consequences of any misuse occurring under my User ID or password due to negligence on my part, including failure to close an application opened using my password.
- I will respect the confidentiality of all patient, employee, private or sensitive information accessed in any VCUHS information system. I am aware that every system user is responsible for the safekeeping and handling of financial, medical, patient and personal information to prevent unauthorized disclosure. I understand that accessing system data to satisfy personal curiosity is strictly forbidden.
- I will not share system data that I have access to with persons who are not authorized to have access to it or do not have an appropriate ‘need to know’.

- I understand that ALL VCUHS information system access is subject to security monitoring and auditing; VCUHS will take appropriate action when improper uses are detected up to and possibly including termination of employment or affiliation agreement.
- I agree not to alter, add to, delete from, or otherwise change system hardware or software without proper authorization and that I will heed warnings not to access or download information unrelated to my job responsibilities.
- I understand that I will be held responsible for the intentional misrepresentation of data.
- I agree to use my access only to perform tasks for which I have responsibility and proper authorization.
- I agree to follow the system access policies and procedures established by VCUHS. Failure to follow the system access policies and procedures may result in the revocation of my system privileges and/or disciplinary action(s) including termination of employment and where applicable, criminal charges.
- After termination of employment with VCUHS I will not disclose any confidential or sensitive information obtained from any VCUHS information system without VCUHS authorization.

I understand that equipment/resources provided by VCUHS are made available to me for a business purpose(s), and are the property of the VCUHS. Therefore, VCUHS has the right to access/inspect equipment (e.g., personal computers, electronic mail systems, databases, etc.) to ensure that it is being used for a legitimate work related reason, and/or to audit work activities.

I understand that VCUHS may suffer irreparable harm by disclosure of such information and that VCUHS will seek legal remedies available should such disclosure occur.

Further, I understand that violations of this agreement and the VCUHS policies regarding confidentiality and/or privacy will result in disciplinary action, up to and including termination of employment and/or affiliation agreement.

My signature below indicates that I have read, understand, and agree to abide by the terms and conditions of this Confidentiality Agreement.

Employee Signature

Date

Employee Name (please print)

Department Name

RETURN TO PROGRAM COORDINATOR