

UMASS MEMORIAL HEALTH CARE
CONFIDENTIALITY/USER ACCESS AGREEMENT

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As an: Employee Medical Staff member Employee of Medical Staff member
 Volunteer, Temp, Vendor Resident/ Fellow/ Student Other: _____

Name (print): _____ Department: _____

Location: _____ Campus: _____

Company/Organization (if applicable): _____

I understand that I may access information about UMass Memorial's patients, employees, students and /or business. I understand that I may access or utilize proprietary information or intellectual property of third parties that has been provided to UMass Memorial. Further I understand that this information is confidential in nature and I have the obligation to protect this information from unauthorized disclosure.

THEREFORE, I agree to the following:

- I accept personal responsibility to protect confidential information from unauthorized disclosure without regard to the method by which it was accessed, even if it was obtained inadvertently. I understand that this information may concern, but is not limited to, patients' Protected Health Information (PHI) and Personal Information (PI), employees, students, operations, medical staff and business practices.
- I have received and reviewed the Privacy and Information Security Handbook and understand the HIPAA Regulations, Massachusetts Identity Theft, and Data Security Regulations and their impact on my job responsibilities.
- I will not seek patient or personal information unless I have a need-to-know the information in order to complete my authorized tasks.
- I will protect the privacy of all UMass Memorial's patients, employees, and students and their PHI and PI from unauthorized disclosure during and after my employment/ affiliation/volunteer service. I understand that this obligation extends to any organization or individual, including any person who may be an acquaintance, friend, co-worker, neighbor or relative of mine.
- I may not request or otherwise use a unique identifier, such as a computer password or other access code, assigned to someone else.
- I understand that any breach of confidentiality may result in irreparable harm and may be subject to penalties by the federal government and other regulatory agencies.
- I understand that if I breach confidentiality, UMass Memorial shall initiate disciplinary action including but not limited to immediate termination from employment, termination of service or other types of contracts, additional applicable contract remedies and/or remedies available at law or regulation.
- I will not re-disclose PHI, PI, or other confidential information in my possession unless such disclosure is necessary to complete my authorized task.
- If I become aware that there has been unauthorized access to or disclosure of PHI or PI in my possession, I will notify UMass Memorial Health Care by contacting my supervisor/manager or Privacy Officer immediately.
- Once my authorized task is complete, I will return or destroy any copies of PHI or PI in my possession in keeping with established retention and destruction policies.

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Restricted Information - Proprietary Information and Intellectual Property

- I understand I may have access to proprietary and intellectual property ["Restricted Information"] of vendors or other third parties engaged by UMass Memorial. I acknowledge and understand that such Restricted Information should be treated and maintained as confidential. Restricted Information may only be utilized in the performance of my responsibilities and as authorized by UMass Memorial, or the third party owner of the Restricted information.
- I understand that if I breach confidentiality, UMass Memorial shall initiate disciplinary action including but not limited to immediate termination from employment, termination of service or other types of contracts, and additional applicable contract remedies and/or remedies available at law or regulation which may be imposed by UMass Memorial and/or the third party owner of the Restricted Information.

If I am provided access to UMass Memorial's network:

- I understand that UMass Memorial monitors and audits access to information regarding, but not limited to, employees and patients, their relatives, public figures, and VIPs for appropriateness of access.
- I will maintain the confidentiality of any unique information systems access code(s) that I may be assigned.
- I will not share my unique information systems access code(s) with any other person(s) or log into another user's account.
- I will contact my supervisor immediately if I suspect that someone else has gained knowledge of my unique information systems access code(s). I understand the purpose of this notification is to protect confidentiality by having my unique information systems access code(s) changed.
- I understand that I am responsible for all activity logged under my password. I understand that I must log off all applications and the network when I have completed my authorized tasks.

I have read, understand and acknowledge the provisions contained in Policy 3000 Information Security Master Policy and Policy 1425 Acceptable Use for Electronic Resources.

Employee/User's Signature

Date

Manager/Supervisor's Signature

Date

Please retain a copy of this agreement for your department files

For employees, return original to Human Resources.

For non-employees, return original to Information Security Office.