



**INDIVIDUAL CONFIDENTIALITY AGREEMENT**

I understand that as a Director or Trustee, employee, member of the medical staff, physician office employee, or non-Nuvance Health patient care provider or support personnel (volunteer, intern, student, contractor, vendor, etc.) of Nuvance Health (NH) or its affiliates (see attached), the performance of my job may require me to access or become aware of confidential information, such as:

- Patient health care information (otherwise known under HIPAA as Protected Health Information or PHI);
- Personal Financial Information (including but not limited to account numbers and Social Security Numbers)
- Employee personnel, compensation and health care information;
- Physician performance and personnel information;
- Business information relating to NH or its affiliates (including financial, administrative, resource management information).

By signing below, I agree to the following:

- a. I understand that approval to access and use this information in verbal, written, or electronic (stored in computer) form is a privilege. I also understand that access to hospital or Nuvance Health information is granted to me based only on business or clinical "need to know" standards and the responsibilities of my job as an employee, member of the medical staff, or non-NH patient care provider or support personnel. I agree to access information only on patients for whom I, my office, area, or department has responsibility. Patient information may be used for research or teaching purposes only when authorized by the appropriate institutional review board and in compliance with hospital or Nuvance Health Policies and Procedures.
- b. I understand that the methods I use to get information may only be used in the performance of my job. I understand that if granted a sign-on code or password, that I accept full responsibility for any use or actions taken with my sign-on code(s) or password(s) and recognize that, in some cases, these codes are the equivalent of my signature. The codes will be used only by me and I will not use another person's codes at any time. I will notify the Nuvance Health "Help Desk" immediately should my code(s) be compromised in any way. Violation of this Agreement will result in: For Physicians: disciplinary action up to and including dismissal from the Medical Staff of a member Hospital; For Nuvance Health Employees: disciplinary actions under the guidelines of the Nuvance Health Human Resources Policies and Procedures; For Non-Employees: disciplinary actions up to and including immediate termination of my relationship with Nuvance Health.
- c. I understand that violation of this Agreement may result in possible legal action, or fines against me and my organization.
- d. I understand that I may not seek access to any information that is not required to do my job. I understand that an audit trail, noting my code(s), the patient, or system accessed and the date may be reviewed by Nuvance Health. I understand that patient information accessed through the computer is considered the same as the patient's medical record and may not under any circumstances be re-disclosed without proper authorization as covered in the Nuvance Health Policies and Procedures. I agree to access, use, store and dispose of information which I use in a way that ensures continued security and confidentiality in accordance with Nuvance Health Policies and Procedures.
- e. I understand that computer hardware, software, and information are considered Nuvance Health property and are subject to and protected by appropriate Nuvance Health Policies and Procedures.
- f. I understand my access privileges will be revoked if any of the above understandings are violated.
- g. I understand that the Nuvance Health reserves the right to make modifications to its access program including revoking access.

Signature:	Date:
Print Name	Title:
Affiliation:	Phone:
Nuvance Health Representative:	Date

**(SIGN & RETURN)**