

## Confidentiality Agreement

**IMPORTANT:** This agreement applies to all individuals who have access to WesternU Health’s clinical computing resources, whether you are an employee or not. Please read all sections of this Agreement. If you have any questions, please ask them before signing. You will receive a copy of this Agreement, and the original form will be kept on file with the University Compliance Office and the University’s Human Resource Office.

### CONFIDENTIAL INFORMATION AGREEMENT

I recognize that the services provided by WesternU Health for its patients/clients are private and confidential; that to enable WesternU Health to perform those services, patients furnish information with the understanding that it will be kept confidential and used only by authorized persons as necessary in providing these services; that the good will of WesternU Health depends upon keeping services and information confidential; that certain legal obligations attached to this information and that by reason of my duties or in the course of my employment/volunteering I may receive or have access to verbal, written, visual or electronic/automated information concerning patients and services performed by WesternU Health even though I might not furnish the services provided for those patients/clients.

I hereby agree that, except as a part of my job responsibilities or as directed by WesternU Health or by University Legal Counsel, I will not disclose any such services or information. Furthermore, I will not permit any person to inappropriately examine or make copies of any reports or other documents, or any information to which I have access, which concerns in any way the patients/clients of WesternU Health. I also agree that I will not access or review patient information for any reason not related to the provision of clinical care or other authorized purposes such as research, education, quality assurance, billing or utilization review.

I will not at any time reveal to anyone my confidential access codes to WesternU Health’s staff and clinical computing resources, and I will take all reasonable measures to prevent the disclosure of my access codes to anyone. I also understand that WesternU Health may, at any time, monitor and audit my use of the electronic/automated health record and computing systems.

There may be times where it will be necessary to access a patient’s health record outside of a WesternU Health facility. I understand access to the various remote systems will require an additional login that I am responsible for safekeeping. All HIPAA/HITECH related policies and the information contained herein applies.

I understand the loss of any device (lost, stolen, or hacked) in my possession used to access protected health information must be immediately reported to the university IT Department (909-469-5432).

I understand that this agreement is in effect both during and after my involvement in any activity related to the care and treatment of patients/clients of WesternU Health.

I have read, understand and agree with this Confidentiality Agreement. I recognize that unauthorized disclosure or access of information by me may violate state and federal laws and cause irreparable injury to WesternU Health or harm to the patient/client and may result in disciplinary and/or legal action being taken against me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

@\_\_\_\_\_  
Employee ID Number

\_\_\_\_\_  
Director/Faculty Sponsor Signature

\_\_\_\_\_  
Date