

MONTEFIORE NYACK HOSPITAL SECURITY & CONFIDENTIALITY AGREEMENT



PRINT YOUR NAME _____ DEPARTMENT/PHYSICIAN/MHS AFFILIATE/COMPANY NAME/SCHOOL NAME _____ HOSPITAL EXTENSION OR TELEPHONE NUMBER _____

CHECK ONE: **MONTEFIORE NYACK HOSPITAL EMPLOYEE** **MEDICAL STAFF** **HIGHLAND MEDICAL EMPLOYEE**
 INDEPENDENT CONTRACTOR **MHS AFFILIATE** **VOLUNTEER** **STUDENT**
 OTHER: _____

In accordance with Montefiore Nyack Hospital policies, access to confidential protected health information is permitted only on a need-to-know basis within the confines of your responsibilities as an employee, volunteer, trainee, medical staff member, or independent contractor providing or performing services at Montefiore Nyack. **All patient, employee and business information from any source and in any form, including paper records, oral communication, audio recordings and electronic displays is strictly confidential.**

As an employee, volunteer, trainee, medical staff member, or independent contractor of Montefiore Nyack, and as a condition of my employment, affiliation or arrangement, I agree to the following:

1. I understand that I am responsible for complying with Montefiore Nyack's Privacy policies and procedures, (attached) which were provided to me and which I have reviewed and understand.
2. I will treat all information received in the course of my employment or arrangement with Montefiore Nyack that relates to patient health information (ePHI/PHI) as confidential and privileged information.
3. I will not access ePHI/PHI unless need to know this information in order to perform my duties. If received in error, I will immediately report it to the Privacy Officer.
4. I will not disclose ePHI/PHI to any person or entity, other than as necessary to perform my duties and as permitted under Montefiore Nyack's policies and procedures. All release of information requests must go through the Medical Records Department.
5. I will not log on to any of Montefiore Nyack's computer systems that currently exist or may exist in the future using a password other than my own.
6. I will safeguard my computer password and will not post it in a public place, such as the computer monitor or a place where it will be easily lost, such as on my nametag.
7. I will not allow anyone, including other employees or workforce members, to use my password to log on to the computer.
8. I will not leave my personal computer unattended. I will log off of the computer as soon as I have finished using it or when I walk away from my desk.
9. I will notify my supervisor, Privacy Officer and the Information Technology Help Desk immediately if I believe my computer password has been compromised.
10. I will not send by email or any other electronic means, including text message any ePHI/PHI unless I am in compliance with Montefiore Health System HIPAA Policies.
11. I will not take ePHI/PHI off Montefiore Nyack's premises in paper or electronic form without first receiving permission from the Privacy Officer.
12. Upon cessation of my employment, affiliation or arrangement with Montefiore Nyack, I agree to continue to maintain the confidentiality of any information I learned while at Montefiore Nyack, and agree to turn over any keys, access cards, computers or any other device that contains Montefiore Nyack information.
13. I understand that improper disclosure or misuse of patient information, whether intentional or not, is a breach of Montefiore Nyack Hospital policy.

For Physicians with remote access in their offices in addition to the above:

14. I accept complete responsibility for all access to Montefiore Nyack Hospital's electronic health records using my user ID and password, whether from my office, home or elsewhere and I will take all necessary precautions to ensure that unauthorized access to patient information does not occur. I accept full responsibility for the actions of my employees and office staff that are granted access to Montefiore Nyack's Electronic Health Record.

I understand that if I fail to comply with Montefiore Nyack's Privacy policies and procedures I may be subject to disciplinary or corrective action, including possible termination of my employment, affiliation or arrangement.

I have read and agree to comply with the terms of this Agreement.

SIGNATURE

DATE