Mary Washington Healthcare

Confidentiality and Security Agreement

I understand that Mary Washington Healthcare and its related entities in which or for whom I work, volunteer or provide services, or with whom the entity for which I work has a relationship (contractual or otherwise) involving the exchange of health information (the "System"), has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' protected health information. Additionally, the System must assure the confidentiality of its human resources, fiscal, research, internal reporting, strategic planning information, HCAHPS/survey information, or any other information that contains Social Security numbers, health insurance claim numbers, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment / assignment at the System, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with this Confidentiality and Security Agreement. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information.

1. I will only access information systems to review patient records or System information when I have a business need to know that information, as well as any necessary consent. By accessing a patient's record or System information, I am affirmatively representing to the System at the time of each access that I have the requisite business need to know that information and the System may rely on that representation in granting such access to me.
2. I will not disclose or discuss Confidential Information with others, including friends or family, who do not have a need to know it.
3. I will not in any way copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.
4. I will not discuss Confidential Information where others can overhear the conversation. It is not acceptable to discuss Confidential Information in a public area even if the patient's name is not used.
5. I will not access my own medical information or the medical information of my family members for personal reasons.
6. I will only access or use systems or devices I am officially authorized to access and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
7. I will practice good workstation security measures such as securing a terminal when I leave it unattended and positioning screens away from public view.
8. I will practice secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with approved security standards.
9. I will:
   a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID© card)).
   b. Use only approved licensed software.
   c. Use a device with virus protection software.
10. I will never:
    a. Disclose passwords, PINs, or access codes.
    b. Use a terminal on which another individual has signed-on.
    c. Use tools or techniques to break/exploit security measures.
11. I will notify Information Services if my password has been seen, disclosed, or otherwise compromised (540.741.1122).
12. If applicable, I will notify Information Services immediately if my SecurID© token is lost or stolen (540.741.1122).
13. I will report activity that violates this agreement, System privacy and security policies, or any other incident that could have any adverse impact on Confidential Information to the Privacy Officer via the Mary Washington Healthcare Values Line (1.800.442.8762).
14. If applicable, I will ensure that only appropriate personnel in my office will access the System's Confidential Information and accept full responsibility for the actions of my employees who may access System's Confidential Information.
15. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the System.
16. Upon termination of my relationship with System, I will immediately return any documents or media containing Confidential Information.
17. I understand that I have no right to any ownership interest in any information accessed or created by me during and in the scope of my relationship with the System.
18. I understand that I should have no expectation of privacy when using System's information systems. The System may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
19. I understand that access to the Internet, including Social Media applications, is provided to facilitate or improve the performance of assigned duties. I also understand that I am authorized to access only those sites that pertain to business and am not authorized to access sites for personal use as outlined within System's Social Media/Electronic Communication and Acceptable Use of Electronic Devices policies. I understand that Internet utilization including Social Media sites will be monitored and unauthorized or inappropriate use will be addressed in accordance with System's policies.
20. I understand that any violation of this Agreement, including unauthorized or inappropriate use that is in opposition to System's Mission, Vision, or Values, may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the System, in accordance with the System's policies.
21. I understand that the use and disclosure of Confidential Information is regulated by law, and that inappropriate use or disclosure may result in criminal penalties and/or civil liability.

I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Associate/Physician/Consultant/Vendor/Office Staff Signature	Facility Name	Date
Associate/Consultant/Vendor/Office Staff Printed Name	Department	

Effective January 1, 2011