

## Confidentiality Agreement

As a physician with faculty appointment or privileges, employee, student or trainee, affiliate, or volunteer at a Weill Cornell Medical College (WCMC), New York-Presbyterian (NYP) or Columbia University Health Sciences Division (CHS) facility (hereinafter referred to as "Member of the Workforce"), you may have access to what this Agreement refers to as "Confidential Information." The purpose of this Agreement is to help you understand your duty regarding Confidential information.

"Confidential information" includes data protected by state and/or federal law against unauthorized use, disclosure, modification or destruction. Confidential data includes, without limitation, the following: patient information, research subject information, employee information, student information, financial information, other information relating to WCMC/NYP/CHS, affiliated or sponsored institutions, and information proprietary to other companies or persons. You may learn or have access to some or all of this Confidential information through WCMC/NYP/CHS computer systems (which include but are not limited to the clinical and financial information systems), or through your professional care to WCMC/NYP/CHS patients.

Confidential information is valuable and sensitive, and is protected by law and by strict WCMC/NYP/CHS policies. The intent of these laws and policies is to assure that Confidential information will remain confidential - that is, that it will be used only as necessary to accomplish a WCMC/NYP/CHS mission.

By having access to Confidential information, you are required to conduct yourself in strict conformance with applicable laws and regulations, including WCMC/NYP/CHS policies governing Confidential information. Your principal duties in this area are explained below. You are required to read and abide by these duties. The violation of any of these duties will subject you to discipline, which may include, but is not limited to, loss of privileges at WCMC/NYP/CHS facilities, termination of employment, student expulsion or dismissal of your relationship (e.g., consultant, contractors, vendors or others) with WCMC/NYP/CHS (hereinafter referred to as "relationship"). This may also include potential legal liability and any notifications to applicable State Licensing Agencies and Professional Boards.

I understand that I may have access to electronic, printed, or verbal Confidential information, which may include, but is not limited to, information relating to:

- Patients or research subjects (such as records, conversations, patient financial information, name, address telephone number, etc.)
- Employees (such as salaries, employment records, disciplinary actions, etc.)
- WCMC/NYP/CHS, affiliated or sponsored institutions' information (such as financial and statistical records, contracts, strategic plans, internal reports, memos, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.)
- Third party information (such as computer programs, client and vendor proprietary information, source code, proprietary technology, etc.)

Accordingly, as a condition of, and in consideration of my access to Confidential information, I understand that all access is monitored and I promise that:

1. I will use Confidential information only as needed by me to perform my authorized and assigned duties as defined by my relationship (physician, professor, employee, student, consultant, etc.) with WCMC/NYP/CHS. This means amongst other things, that:

- I will not access Confidential information for which I have no legitimate position related need to know. This includes, but is not limited to, records of spouses, family members, friends, acquaintances or others,

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unless the scope of my position responsibilities include being directly involved in the treatment, payment or healthcare business operations of these individuals.

- Although I may have authorization and access to use and disclose confidential information, I will ensure that I only use and disclose the *minimum necessary* information needed to perform my legitimate work related duties;
  - I will not access Confidential information for which I have no legitimate need to know; and
  - I will not in any way divulge, copy, release, alter, revise, or destroy any Confidential information except as properly authorized within the scope of my relationship with WCMC/NYP/CHS.
  - I will not misuse Confidential information or carelessly handle Confidential information. For the purpose of this Agreement, “misuse” is the act of using Confidential information for something other than its legitimate purpose.
2. I will safeguard and will not disclose my password, which allows me access to Confidential information, to anyone. Unless otherwise determined that access was gained to Confidential Information using my password, despite following standard safeguarding protocols and without my knowledge and authorization, I accept responsibility for all activities undertaken using my Center Wide Identification Number (CWID) and password.
    - I will log off with my CWID and password and/or lock and secure any computer systems after use.
    - I will not log on to a system or access Confidential information to allow another person access.
  3. I will report to the ITS Help Desk any suspicion or knowledge I have that my CWID and password have been compromised.
  4. I will report to the Privacy Office any suspicion or knowledge I have that any Confidential information has been misused or disclosed without WCMC/NYP/CHS authorization.
  5. I will report, in accordance with WCMC/NYP/CHS ethics policies, activities by any individual that I suspect may compromise the safeguarding of Confidential information. Reports made, in good faith, about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
  6. I understand that my obligation to safeguard and maintain WCMC/NYP/CHS Confidential information under this Agreement should continue after termination of my relationship with WCMC/NYPCHS.
  7. I understand that I have no right or ownership interest in any Confidential information referred to in this Agreement. WCMC/NYP/CHS may at any time revoke my CWID and password or access to Confidential information. At all times during my relationship with WCMC/NYP/CHS, I will act in the best interests of WCMC/NYP/CHS, including, but not limited to, safeguarding and maintaining all Confidential information.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_