

Columbia University Medical Center Confidentiality Agreement

As a faculty member, employee, student, affiliate, visitor or volunteer at Columbia University Medical Center (CUMC) 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 information about patients, employees, or students or financial or other business or academic information relating to Columbia University Medical Center. You may learn or have access to confidential information through CUMC computer systems (which include but are not limited to the clinical, human resources and financial information systems) NewYork-Presbyterian (NYP) Hospital computer systems, through interactions with CUMC students, staff or other faculty, or through your treatment of CUMC patients.

As an individual having access to confidential information, you are required to conduct yourself in strict conformance with applicable laws and CUMC policies governing confidential information. As a condition of your relationship to CUMC, you are required to acknowledge and abide by these duties. A violation of any of these duties will subject you to discipline, which might include, but is not limited to, dismissal of your relationship (faculty appointment, employment, student, consulting, etc.) with CUMC, in addition to legal and/or financial liability.

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

- Patients - including Protected Health Information (PHI), records, conversations, patient financial information, etc.;
- Employees - including salaries, employment records, disciplinary actions, etc.;
- Students - including enrollment, grade and disciplinary information;
- Research - including PHI created, collected, or used for research purposes;
- CUMC - including but not limited to financial and statistical records, strategic plans, internal reports, memos, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.;
- Third party information - including computer programs, client and vendor proprietary information, source code, proprietary technology, etc.;
- PHI and Personal Identifying Information (PII) used in other contexts.

Accordingly, as a condition of, and in consideration of my access to confidential information, I promise that:

1. I will use confidential information only as needed by me to perform my legitimate duties as defined by my relationship (faculty, employment, student, visitor, consulting, etc.) with CUMC.
 - I will not access confidential information which I have no legitimate need to know.
 - 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 CUMC.
 - I will not misuse or carelessly handle confidential information.
 - I understand that it is my responsibility to assure that confidential information in my possession is maintained in a physically secure environment.
2. I will safeguard and will not disclose to any other person my access code (password) or any other authorization code that allows me access to confidential information. I will be responsible for misuse or wrongful disclosure of confidential information that may arise from sharing access codes with another person and/or for failure appropriately to safeguard my access code or other authorization to access confidential information.

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- I will log off computer systems after use.
 - I will not log on to a system or access confidential information to allow another person access to that information or to use that system.
 - I will report any suspicion or knowledge that my access code, authorization, or any confidential information has been misused or disclosed without CUMC authorization.
 - I will not download or transfer computer files containing confidential information to any non-NYP/CUMC authorized computer, data storage device, portable device, telephone, or other device capable of storing digitized data.
 - I will only print documents containing confidential information in a physically secure environment, will not allow other persons' access to printed confidential information, will store all printed confidential information in a physically secure environment, and will destroy all printed confidential information when my legitimate need for that information ends in a way that protects the confidentiality of the information.
3. I will follow CUMC policies and procedures regarding the use of any portable devices that may contain confidential information including the use of encryption or other equivalent method of protection.
 4. I acknowledge my obligation to report to the CUMC Privacy Officer any practice by another person that violates these obligations or puts CUMC, its personnel, or its patients at risk of a disclosure of confidential information.
 5. I will only use my Columbia email account to send and receive message that may include confidential information and will not use email to send confidential information to other parties outside of Columbia/NYP without protection to prevent unauthorized access.
 6. If I am involved in research, any research utilizing individually identifiable protected health information will be performed in accordance with federal, state, local and Institutional Review Board policies.
 7. If I no longer need confidential information, I will dispose in a way that assures others cannot use or disclose it including following the Information Technology policy for disposal of printed confidential information or electronic equipment that may contain confidential information.
 8. I understand that my communication using the Columbia University information network is not private and the content of my communication may be monitored to protect the confidentiality and security of the data.
 9. I understand that my obligation under this Agreement will continue after termination of my relationship with CUMC.
 10. I understand that I have no right or ownership interest in any confidential information referred to in this Agreement. CUMC may at any time revoke my access code, or access to confidential information. At all times during my relationship, I will act in the best interests of CUMC.

Name (print)

Date

Name (sign)

Department

A copy of this Agreement should be kept in the Department

April 2011