CARILION CLINIC

Access & Confidentiality Agreement

I am a member of one of the following groups which has access to Confidential Information of Carilion Clinic and/or its affiliated companies ("Carilion") and need to be aware of and abide by the laws and policies that apply to confidential information:

- Carilion employees;
- Business Associates;
- Physicians or employees of physicians;
- Sales Representatives;
- Committee Members;
- Board Members;
- Students / Residents
- Volunteers; and
- Contracted employees and their employees

Confidential information is protected both by law and strict Carilion policies. The intent of these laws and policies is to assure that confidential information is accessed and shared only to the extent necessary and appropriate in the performance of job-related duties.

Confidential information is defined as anything that is expected to remain private by us or those individuals with whom we interact and includes information relating to:

a. patients and plan members (such as medical records, photographs, video images, conversations, admitting information, diagnosis, test results, patient financial information, etc.);
b. employees (such as salaries, employment records, disciplinary actions, etc.);
c. Carilion (such as financial and statistical records, strategic plans, internal reports, peer review information, business practices, software and documentation developed by individuals for Carilion, etc.);
d third parties (such as provider and payor contracts, client and vendor agreement information, software and documentation developed for or used by Carilion, etc.); and
e. providers (such as medical records, credentialing information, malpractice or disciplinary actions, financial or business records)

Confidential information may be used only as needed to perform my specific job or activity related responsibilities. Access to confidential information is subject to periodic review, revision, and, if appropriate, renewal.

As an employee, affiliate or other group member of Carilion, I am required to comply with the laws and Carilion policies and guidelines relating to confidential information. I understand that:

1. I may have access to confidential information and I am responsible for protecting all confidential information.
2. Confidential information may only be used as needed to perform my specific job responsibilities or assigned activities. I may:
   a) only access confidential information for which I have a need to know;
   b) not disclose, copy, release, sell, loan, review, alter or destroy any confidential information except in the scope of my regular job responsibilities or assigned activities;
   c) not share or disclose specific patient health information or specific provider information with anyone other than those persons within or outside the organization authorized to see such information;
   d) not misuse or be careless with confidential information;
   e) not take photographs or video taped views of patients or patient family members unless it is directly related to my job; and
   f) only access the minimum necessary clinical or demographic protected health information (PHI) to perform my job responsibilities or other assigned activities.
3. Carilion may revoke my access codes, other authorization or access to confidential information at any time.
4. **I must safeguard and not disclose or share my access codes, passwords**, or any other authorization I have that allows me to access confidential information. I understand I am responsible for all activities undertaken using my access codes, passwords, or other authorizations.
5. I will report to the Privacy Officer, (540) 981-7751, or my site risk manager, activities or individuals that I suspect may compromise the confidentiality of information.
6. I have no right or ownership interest in any confidential information referred to in this Agreement.
7. My obligations under this Agreement will continue after separation from employment with Carilion.
8. Violating this Agreement or Carilion's confidentiality policy and guidelines will subject me to corrective action, which may include:
   a. loss of access to information;
   b. Loss of privileges at Carilion;
   c. Separation of my employment;
   d. legal liability; and
   e. civil or criminal penalties or monetary fines

I understand that I am not allowed to use my Carilion authorized access to health information or demographics including addresses or birthdays, about my co-workers, other employees, friends, neighbors, or family members unless the information is needed to perform my job responsibilities. Specifically, as it relates to getting personal information about my family members or others, I understand that I am required to use the same process used by non-employees which is to go to Health Information Management (Medical Records) and sign an authorization form. Should I have access to my own health information (electronic or hard copy) in accordance with Carilion policy, I am not allowed to modify my own medical record nor create, authorize or sign my own prescriptions. If I have a specific need for health information, I will work with my manager and the Corporate Privacy and Information Security Officer for access.

By signing below, I acknowledge that I have read and understand the above Agreement and agree to abide by the terms of this Agreement and the confidentiality policy and guidelines as established by Carilion Clinic.

☐ Employee
☑ Non-employee

Print Name: _____ Date: _____

Signature: _____ _____
Employee Badge Number or last 4 digits of your SSN

Revised: November 2008