



CONFIDENTIALITY AGREEMENT

Employee Name:		Employee #
Title:	Dept:	Agency Or Company:

As a representative of Antelope Valley Medical Center (AVMC), we expect you to treat any information to which you gain access as our representative confidentially.

Particular care should be given to the management of **Confidential Information** which includes, but is not limited to, information you acquire by virtue of your involvement with the Hospital about:

- (a) Our patients including, for example, their medical, financial and/or other information about them;
- (b) Our personnel including, for example, their home telephone numbers, addresses, wage rates, spouse or other relative names, personal data including social security number or income tax withholding records, insurance benefits, medical conditions and/or history, and information about their employment history;
- (c) The Hospital's business practices including, for example, information relating to our know-how, financial and business data, and contractual relations with suppliers, licensors, licensees, contractors, sub-contractors, and others;
- (d) Computer access codes and other information about how to gain access to **Confidential Information**;
- (e) Physician information including, for example, fee schedules, their financial performance, legal actions, contracts/agreements, credentialing, financial data, closed sessions of board meetings and other information.

The following are guidelines concerning the management of **Confidential Information**:

- (a) You should not photocopy or otherwise make a record of **Confidential Information**, in whole or in part, or use, disclose, disseminate or remove **Confidential Information** from Hospital premises, except as necessary to perform your services on behalf of the Hospital.
- (b) **Confidential Information** should be made available only to persons authorized by the Hospital to receive such information.
- (c) All management of **Confidential Information** should be conducted with great care to ensure that no more information than is necessary is disclosed and that the information is disclosed only to persons who are authorized to receive it. For example, all **Confidential Information** should be secured in your work area or in its designated storage area. Appropriate precautions should be taken when distributing, handling, filing or disposing of **Confidential Information**. Similarly, when leaving a computer terminal unattended, you should sign off so that the confidentiality of information on the screen is not subject to inappropriate disclosure.
- (d) You should not gain access to or attempt to gain access to **Confidential Information** for which you are not authorized or which is not necessary for you to perform services on behalf of the Hospital.
- (e) Substantial limitations and requirements imposed by state and federal laws on the confidentiality of medical information exist and must be complied with at all times. Representatives who have access to such legally regulated information are responsible for becoming familiar with these legal requirements and limitations and for verifying that proper consents exist and are complied with prior to receiving, disseminating or otherwise handling such information. [Antelope Valley Medical Center Notice of Privacy Practices is attached for your review.](#)

- (f) These restrictions apply no matter how such **Confidential Information** can be accessed and no matter where it is found. For example, the same restrictions apply whether such information is found or is accessible on a computer screen, in hard copy, in a file or is found in a waste container or is assumed to be garbage.
- (g) If you have any reason to believe that the confidentiality of any information has been compromised you should immediately advise your supervisor or a member of the Administrative Staff. Similarly, you should ask your management any questions you have on this subject.
- (h) Everything which a Hospital representative acquires by virtue of his or her involvement with the Hospital, except, if applicable, the compensation which is due to him or her, belongs to the Hospital. Accordingly, managerial consent is required in the event you wish to use, duplicate, remove or disseminate any Hospital resource including **Confidential Information** other than as necessary to perform your services on behalf of the hospital. All Hospital property including **Confidential Information**, regardless of the form in which it is contained, must be returned upon termination and immediately whenever it is requested.
- (i) Comply with privacy laws that are imposed by state and federal law.

I understand and acknowledge that:

- a) I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care, risk management and/or peer review activities.
- b) It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to AVMC, including business, employment and medical information relating to our patients, members, employees and health care providers.
- c) I shall only access or disseminate patient care information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with officially adopted policies of AVMC, or where no official policy exists, only with the express approval of my manager or designee. I shall make no voluntary disclosure of any discussion, deliberations, patient records or any other patient care, peer review or risk management information, except to persons authorized to receive it in the conduct of AVMC's duties and responsibilities.
- d) My user ID and password is recorded when I access electronic records and I am the only one authorized to use my user ID and password. I will only access the minimum necessary information to satisfy my job role or the need of the request.
- e) I agree to discuss confidential information only in the work place and only for job related purposes and to not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information.
- f) My obligation to safeguard patient confidentiality continues after my termination of employment with Antelope Valley Medical Center.

Violation of this agreement may be cause for disciplinary action, including termination, and/or removal from the respective position of representation with the hospital.

I have read the above statement and understand my responsibilities.

X

Employee/Vendor/Contractor Signature

Date