

## INOVA HEALTH SYSTEM

## **Confidentiality and Non-Disclosure Agreement for Clinical Trainees**

This agreement pertains to the use and disclosure of confidential information which is defined as follows: all information that pertains to financial, patient identifiable, employee identifiable, intellectual property, contractual, or presentation matters obtained from any source, in any form (i.e. paper, magnetic or optical media, conversations, film, etc.).

The value and sensitivity of information is protected by law and by the strict policies of Inova Health System. The intent of these laws and policies is to assure that confidential information will remain confidential through its use, only as a necessity to accomplish the organization's mission.

## As a condition to receiving a computer sign-on code and allowed access to a system, and/or being granted authorization to access any form of confidential information identified above, I, the undersigned, agree to comply with the following terms and conditions:

- 1. My Sign-On Code is equivalent to my LEGAL SIGNATURE and I will not disclose this code to anyone or allow anyone to access the system using my Sign-On Code.
- I am responsible and accountable for all entries made and all retrievals accessed under my Sign-On Code, even if such action was made by me or by another due to my intentional or negligent act or omission. Any data available to me will be treated as confidential information.
- 3. I will not attempt to learn or use another's Sign-On Code.
- 4. I will not access any on-line computer system using a Sign-On Code other than my own.
- 5. I will not access or request any confidential information I have no responsibilities for.
- 6. If I have reason to believe that the confidentiality of my User Sign-On Code/password has been comprised, I will immediately change my password and notify the Systems Security Administrator at the appropriate Inova Hospital.
- 7. I will not disclose any confidential information except as authorized.
- 8. I will not leave a secured computer application unattended while signed on.
- 9. I will comply with all policies and procedures and other rules of Inova Health System relating to confidentiality of information and sign-on codes.
- 10. I understand that my use of the system will be periodically monitored to ensure compliance with this agreement.
- 11. I agree not to use confidential information to the detriment of the organization.
- 12. I will not disclose protected health information or other information that is considered proprietary, sensitive, or confidential except on a need to know basis, and I will limit distribution of confidential information only to parties with a legitimate need in performance of the organization's mission.
- 13. I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship, unless specifically waived in writing by the authorized party.
- 14. This agreement shall survive the termination, expiration, or cancellation of my employment or contract with the organization (for House Staff only).
- 15. I certify that I have been trained on the privacy and protection of patient information, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated there under, including the Security and Privacy Rules. Failure to abide to these standards and regulations may result in termination of my participation in the clinical experience.

I further understand that if I violate any of the above terms, I may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to Inova Health System.

User's Legal Name: \_

Print complete name clearly

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

User's Signature: \_\_\_\_\_

Last 4 digits of SS Number: \_\_\_\_\_