

**ACCESS AND CONFIDENTIALITY AGREEMENT**

**A**s a member of the University of Missouri Health Care (MUHC) workforce you may have access to what this agreement refers to as "confidential information." This agreement will help you understand your responsibilities regarding access and protection of confidential information.

**C**onfidential information includes patient/staff/volunteer/student information, financial information, other information relating to MUHC, and information proprietary to other companies or persons. You may learn of or have access to some or all of this confidential information through a computer system or through your employment activities.

**C**onfidential information is valuable and sensitive and is protected by law and by strict MUHC policies. The intent of these laws and policies is to assure that confidential information will remain confidential; that is, it will be used only as necessary to accomplish the organization's mission. As a workforce member you are required to conduct yourself in strict conformance to applicable laws and MUHC policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these laws and policies. **The violation of any of these duties will subject you to discipline, which might include, but is not limited to, termination of employment and legal liability.**

**A**s a workforce member you understand that you will have access to confidential information which may include, but is not limited to, information relating to:

- Patients (such as electronic and paper records, conversations, admittance information, patient/member financial information, etc.),
- Staff, volunteers, or students (such as employment records, grades, performance evaluations, disciplinary actions, etc.),
- MUHC information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.) and
- Third party information (such as computer programs, client and vendor proprietary information source code, proprietary technology, etc.).

**A**ccordingly, as a condition of and in consideration of, your access to confidential information, you promise that:

1. You will use confidential information only as needed to perform your legitimate duties as a workforce member affiliated with MUHC. This means, among other things, that:
  - A. You will only access confidential information for which you have a need to know; and
  - B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of your professional activities affiliated with MUHC; and
  - C. You will not misuse confidential information or treat confidential information carelessly.
2. You will safeguard and will not disclose your access code or any other authorization you have that allows you to access confidential information. You accept responsibility for all activities undertaken using your access code and other forms of authorization.
3. You will report activities by any individual or entity that you suspect may compromise the security of confidential information. Reports made in good faith about suspect activities will

## Access and Confidentiality Agreement (continued)

be held in confidence to the extent permitted by law. Every effort will be made to keep the reporter's identity confidential, but confidentiality cannot be guaranteed. However, no adverse action or retaliation of any kind will be taken against anyone who reports, in good faith, a known or suspected violation.

4. You understand that your obligations under this Agreement will continue after termination of your employment. You understand that your privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
5. You understand that you have no right or ownership interest in any confidential information referred to in this Agreement. MUHC may at any time revoke your access code, other authorization, or access to confidential information.
6. You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your access code or other authorization to access confidential information. You understand that your failure to comply with this Agreement may also result in your loss of employment at MUHC, or lead to academic discipline.

## Acknowledgment of Receipt of the Code of Conduct

*I* certify that I have been provided access to the University of Missouri Health Care's Code of Conduct. The Code of Conduct is available online through:

- Center for Education and Development at <http://ced.muhealth.org/>
- Office of Corporate Compliance at <http://www.muhealth.org/compliance>

I have been afforded the opportunity to ask questions or seek clarifications where needed.

I agree to abide by the Code of Conduct and understand that I have an obligation to report any alleged or suspected violation of this Code of Conduct or any other law, regulation or policy to my supervisor where applicable or to a compliance officer.

I hereby certify that I have not been convicted of, or charged with, a criminal offense related to health care, nor have I been listed by a federal agency as debarred, excluded or otherwise ineligible for participation in any federally funded health care programs.

I understand that any violation of the Compliance Program, the Code of Conduct or any other law, regulation or policy, may subject me to discipline, up to and including discharge from employment or vendor status.

## Certification of Confidentiality Agreement and Acknowledgement of Receipt of Code of Conduct

\_\_\_\_\_  
Staff/Volunteer/Student/Agency/Contractor Signature

\_\_\_\_\_  
Employee ID

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Compliance Reporting Line (573) 884-1729**

**Toll Free 1-877-201-3146**