

# **UPMC CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**

By my signature below I certify that I understand and agree to the following:

1. All information concerning confidential staff, business and patient Protected Health Information, not generally available to the public from sources outside of UPMC, in any manner relating to the business or activities of, or belonging to, controlled or possessed by UPMC, and any information of others which UPMC has a duty to keep confidential ("Confidential Information" as defined by UPMC Confidential Information Policy HS-HR0736) is privileged and is to be held in the strictest confidence. It is the responsibility of the undersigned to safeguard Confidential Information against access, disclosure, loss, tampering, or use by unauthorized persons. If the undersigned accesses or discloses Confidential Information, he/she will be subject to corrective action, up to and including termination of employment or service.
2. My account name and password are the equivalent of my signature. I am responsible for all entries of data, information, and orders that I record into a computer system using my account name(s)/password(s). I will not disclose my password to anyone or allow others to use my account. I will not attempt to learn another person's account name/password and I will not attempt to access information by using an account name other than my own.
3. If I have reason to believe that the confidentiality of my password has been compromised I will immediately change my password. The Information Services Division's (ISD) Help Desk can be contacted at 412-647-HELP if I require assistance. I will immediately report any known or suspected breach of the confidentiality of the system or records/data obtained from it to the ISD Help Desk.
4. I will not leave a computer terminal, which I have logged into, unattended. It is my responsibility to lock my terminal or log out of the computer terminal. The only exception to this policy is responding to medical emergencies.
5. If I have been granted access to clinical systems, I will retrieve or attempt to retrieve from the computer system only medical data that is directly related to the treatment of patients to whom I have a clinical relationship or those patients for whom I have been asked to provide a consultation or for approved educational or research purposes. If I have been granted access to Human Resources and/or fiscal system (including, but not limited to, PeopleSoft), I will retrieve or attempt to retrieve from the computer system only Confidential Information directly related to the performance of my assigned job responsibilities.
6. I agree to maintain the confidentiality of all such patient and/or fiscal data. If I have been granted access to financial data, I will access fiscal data only as required by my employment or medical staff responsibilities or for approved educational or research purposes.
7. I understand that the law requires patient identifiable health information confidentiality, and that there are statutes specifically mandating the confidentiality of, among other areas, mental health, HIV, and drug and alcohol-related treatment records. I further understand that the UPMC has incorporated the requirements of such statutes into its UPMC Policies. Any fraudulent application, violation of confidentiality or any violation of the above provisions may result in corrective action including termination of access to the system or appropriate corrective action measures up to and including termination of my employment with the UPMC. Use of the information contained in any electronic medical records system for research purposes must be approved in advance by the Institutional Review Board (IRB) sanctioned by the UPMC entity where the research is being performed. I understand that the UPMC maintains an audit trail of accesses to all patient identifiable health information that records the user, date, and patient identification of all accesses to electronic medical records. This audit trail may be reviewed at any time.
8. I understand that any oral communications regarding sensitive patient, business, staff member, or research information must be conducted discreetly. I will avoid discussions involving sensitive information in elevators, hallways, buses, lunchrooms, and other areas where individuals not directly involved can overhear me.

9. During and after employment, I understand that Confidential Information should not be conveyed directly or indirectly to individuals outside the organization, including family or associates, or even to other UPMC staff members.
10. I agree that I shall not use Confidential Information except to the extent required for my position at UPMC.
11. Developments shall be deemed to be all discoveries, inventions, improvements, computer programs and related documentation, and other works, including original works of authorship, whether or not patentable, copyrightable, or subject to other forms of protections, which (a) relate in any manner to the business or activities of Employer; or (b) relate to Employer's actual or demonstrably anticipated research or development.
12. I agree to promptly disclose to UPMC all Developments conceived, made or written by me, individually or with any other person, during the period of employment, whether or not during working hours, and whether before or after execution of this Agreement, and hereby assign and agree to assign all of my interest therein to UPMC. All Developments shall be the exclusive property of UPMC. I shall, both during and after employment, at the expense of UPMC, perform all lawful acts requested to enable UPMC to perfect its ownership interest in Developments and to obtain and maintain patents, copyrights and other forms of legal protection for such Developments throughout the world. I further agree that all copyrightable works contained in the Developments are work made for hire for UPMC under the copyright laws of the United States, and ownership of all such copyrightable works shall automatically vest in UPMC upon creation. To the extent any such copyrightable works is not deemed to be work made for hire under applicable law, I hereby assign and agree to assign all of my interest therein to UPMC.
13. At the termination of employment or at any time upon request by UPMC, I shall deliver to UPMC all materials containing or relating to Confidential Information or Developments.
14. This agreement shall govern the ownership of all my Developments, except to the extent that I am granted rights to such Developments under the UPMC Intellectual Property Policy ("IP Policy" HS-LE0015) that are inconsistent with those stated herein, the terms of the IP Policy shall govern.
15. It is my responsibility to be familiar with and abide by all applicable UPMC Policies and Procedures.

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I understand that violation of this agreement will result in appropriate corrective action up to and including discharge.

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Print Name

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Signature

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Date