

YALE NEW HAVEN HEALTH SYSTEM RESEARCH CONFIDENTIALITY AND RESPONSIBILITY AGREEMENT

I understand that as an employee, contractor or agent of the Sponsor of a research study contracted through YNHHS or Yale University, the performance of my job may require me to access or become aware of confidential information, such as:

- Patient health care and financial information (otherwise known under HIPAA as Protected Health Information or PHI)
- Business information relating to BH, GH, NEMG, YNHH, or YNHHS (including financial, administrative, resource management, and other information)

By signing below, I agree to the following:

- a. I understand that approval to access and use this information in verbal, written, or electronic (stored in computer) form is a privilege. I also understand that access to delivery network or YNHHS information is granted to me based only on business or clinical “need to know” standards and the responsibilities of my job as an employee, contractor or agent of the Sponsor of a research study contracted through YNHHS or Yale University. I agree to access information only for research or teaching purposes only when authorized by the appropriate institutional review board and in compliance with delivery network or YNHHS Policies and Procedures. Access will be limited to the minimum necessary required to meet the intended need.
- b. I understand that the methods I use to get information may only be used in the performance of my job. I understand that if granted a sign-on code, password, and/or "physical token device" that I accept full responsibility for any use or actions taken with my sign-on code(s), password(s) (codes), physical token device or Personal Identification Numbers (PIN), and recognize that, in some cases, these codes are the equivalent of my signature. The codes will be used only by me and I will not use another person's codes at any time. I will notify the IS "Help Desk" immediately should my code(s) be compromised in any way, or if my token is lost or stolen. I will reimburse the delivery network /YNHHS for the cost of the token, if not recovered. **Violation of this Agreement** will result in disciplinary actions up to and including immediate termination of your relationship with the relevant delivery network. In addition, **violation of this Agreement** may result in possible legal action, or fines against you and the organization you represent.
- c. I understand that I may not seek access to any information that is not required to do my job. I understand that an audit trail, noting my code(s) or PINs, the patient, or system accessed, and the date may be reviewed by the delivery network or YNHHS. I understand that patient information accessed through the computer is considered the same as the patient's medical record and may not under any circumstances be re-disclosed without proper authorization as covered in the YNHHS and/or Hospital By-Laws and Policies and Procedures. I agree to access, use, store and dispose of information which I use in a way that ensures continued security and confidentiality in accordance with delivery network /YNHHS Policies and Procedures.
- d. I understand that computer hardware, software, and information are considered delivery network or YNHHS property and are subject to and protected by appropriate delivery network/YNHHS Policies and Procedures.
- e. I understand that the delivery network /YNHHS reserves the right to make modifications to its access program including revoking codes and requesting the return of any token access devices.
- f. I understand my access privileges will be revoked if any of the above understandings are violated.

Signature:		Date:
Print Name:	Title:	
Affiliation: (YNHH, BH, GH, HSC or Affiliate, Yale University, Community, Company, Other)	Dept: (Dept, service)	MSO#: (If applicable)
Hospital Privacy Representative/HIPAA Training Coordinator:		Date: