

# Eastern Maine Healthcare Systems (EMHS) and Member Consultant, Contractor and Vendor Confidentiality Agreement

## 1. Introduction

During the course of or in carrying out your activities or functions at or with EMHS or its Affiliates (individually or collectively "EMHS"), you may have access to information that is confidential and may not be disclosed except as permitted or required by law and by EMHS (including patient information, EMHS business information etc.). This information may be available through any medium, including electronic, paper, voice, video, or graphic format. The intent of this agreement is to ensure that all parties have a clear understanding of EMHS' standards and expectations regarding its confidential information and the information systems that access, process or store this information (collectively referred to herein as EMHS information systems).

## 2. Confidentiality of Information

I understand that access to any confidential EMHS information is granted on a need-to-know basis, which means that I need such access in order to perform my work. In exchange for receiving or having access to confidential EMHS information, I agree not to disclose this information to unauthorized parties; not to use this information in any way not permitted by this Agreement; and to otherwise treat this information as confidential information belonging to EMHS. For the purposes of this Agreement, "unauthorized parties" shall be any person or entity other than the employees or agents of EMHS with a specific need to know the contents of the confidential information, except as otherwise permitted pursuant to the express terms of my activities or functions at or with EMHS.

## 3. EMHS Security Requirements

I understand that my access to EMHS information systems is subject to monitoring in compliance with security standards. I understand that EMHS reserves the unqualified right to review every access into and activities within any EMHS information system, as well as attempts to access any such system. By accessing the system, I am consenting to such monitoring and information retrieval. I understand that there should be no expectation of privacy as to any activity, communication or information stored within the system

I agree not to share my EMHS information systems sign-on (user ID and password) with any other person. I understand that I am responsible for any potential breach of confidentiality resulting from my access to EMHS information systems using my sign-on. If, at any time, I believe the confidentiality of my sign-on has been compromised, I will contact the appropriate EMHS Information Security Coordinator immediately so that my sign-on is inactivated and a new one assigned. I understand that other appropriate corrective actions may be required.

## 4. Remote Access to EMHS Information Systems (if applicable)

If I am granted remote access to EMHS information systems, I understand that I am required to follow all EMHS information security policies and procedures that apply to the safeguarding of confidential information, and that no confidential EMHS information is to be stored or left out

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where it can be viewed or accessed by unauthorized parties. I further understand I am obligated to use EMHS virus scanning software and approved encryption and authentication processes.

## 5. Compliance with EMHS Policies and Procedures

By executing this agreement I acknowledge and agree that I have reviewed all applicable information and materials available at the following link: <http://www.emhs.org/Helpful-Links/For-Vendors.aspx>. I further acknowledge and agree that I am bound by and will adhere to the EMHS Code of Conduct, applicable policies and procedures, and other applicable materials available at the above link.

## 6. Effect of Agreement

I understand that my violation of this Agreement or any EMHS information security policy or procedure will result in the termination of my access. I further understand that under state and federal laws and regulations governing a patient's right to privacy, unlawful or unauthorized access, use or disclosure of patient confidential information may result in the termination of my professional/contractual relationship with EMHS, as well as in both civil and criminal sanctions.

My obligation to protect confidential EMHS information under this Agreement survives the termination of my relationship with EMHS.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Work Area

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company