

CONFIDENTIALITY AGREEMENT

Applies to all UCI Wellness, Health & Counseling Services “workforce members” including: Employees, volunteers, temporary personnel and trainees, students, and interns (regardless of whether they are UCI trainees or rotating through Wellness, Health & Counseling Services facilities from another institution).

It is the responsibility of all UCI Wellness, Health & Counseling Services workforce members, as defined above, to preserve and protect confidential employee, student, and business information.

In your role, you may come into contact with confidential information protected from unauthorized disclosure by one or more of the following laws or policies:

- Federal Educational Rights and Privacy Act (otherwise known as “FERPA” or the “Buckley amendment”);
- California Information Practices Act (California Civil Code sections 1798 *et seq.*);
- Federal Health Insurance Portability and Accountability Act (“HIPAA,” 42 U.S.C. section 1320d-6 and regulations promulgated thereunder);
- California’s Confidentiality of Medical Information Act (“CMIA,” California Civil Code section 56 *et seq.*);
- Various University Policies and Procedures designed to implement and augment the above laws.

These laws and policies establish protections that preserve the confidentiality of an individual’s personal information and specify that such information may not be disclosed except as authorized by law or by the individual.

Because it is often not possible for an individual to fully understand when a disclosure may or may not be permissible, I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, records, peer review, risk management information, and any other information generated in connection with my individual employment and/or risk management activities.
2. I shall only access or disseminate employee and student information in the performance of my assigned duties and only with the approval of my supervisor or designee. I shall make no voluntary disclosures of any discussion, deliberations, records, peer review, risk management information, or any other information generated, except to persons authorized to receive it in the conduct of UCI Wellness, Health & Counseling Services affairs.
3. It is my legal and ethical responsibility to protect the privacy, confidentiality, and security of all medical records, proprietary information, and other confidential information relating to UCI Wellness, Health & Counseling Services and its affiliates, including business, employment, and medical information relating to our employees and students.
4. I will discuss confidential information only in the work place and only to the extent necessary for job-related purposes. I will not discuss information outside of the work place or within hearing of other people who do not have a need-to-know about the information.
5. I understand that my user ID is recorded when I access electronic records and that I am the only one authorized to use my user ID. I may not delegate that authority to any other individual. Use of my user ID is my responsibility whether by me or anyone else. I will only access the minimum necessary information required to satisfy my job role or the needs of a particular request.
6. My obligation to safeguard employee and student confidentiality continues after I am no longer a UCI Wellness, Health & Counseling Services workforce member and/or no longer employed by the University of California.

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Nothing in this confidentiality statement prohibits me from reporting possible violations of state or federal laws, rules, or regulations to a government or law enforcement agency or entity; or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. I do not need prior authorization to make any such reports or disclosures, and I am not required to notify the University that I have made such reports or disclosures.

I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. I understand that violation of this Agreement may result in violation of state and/or federal law, and that I may be subject to disciplinary action, up to and including termination from employment or affiliation with the University of California, UC Irvine, and possible criminal and/or civil action.

Print Name: _____

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

The original signed copy of this form shall be retained in the workforce member's personnel file.