



## ***Information Security and Privacy Agreement***

UT Health RGV Facilities and other UTRGV subsidiaries (collectively, “UTRGV” or “UTRGV organization”) are committed to maintaining high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each User granted access to UTRGV information systems who may have access to Confidential Information, including Protected Health Information (PHI), Electronic Protected Health Information (ePHI), employee information, physician information, vendor information, medical, financial, or other business-related or company confidential information. Any information created, stored or processed on UTRGV systems, or systems maintained on UTRGV’ behalf by a vendor or other individual or entity, is the property of UTRGV, as is any information created by or on behalf of UTRGV, whether written, oral or electronic. UTRGV reserves the right to monitor and/or inspect all systems that store or transmit UTRGV data, the data stored therein, as well as all documents created by or on behalf of UTRGV.

### **Definitions:**

**Agreement** means this *UTRGV Information Security and Privacy Agreement*.

**Confidential Information** means confidential information that is created, maintained, transmitted or received by UTRGV and includes, but is not limited to, Protected Health Information (“PHI”), Electronic Protected Health Information (“ePHI”), other patient information, Workforce member information, employee, physician, medical, financial and other business-related or company private information in any form (e.g., electronic, verbal, imaged or written).

**Protected Health Information (“PHI”)** means individually identifiable health information that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI can be oral, written, electronic, or recorded in any other form.

**Electronic Protected Health Information (“ePHI”)** means Protected Health Information in electronic form.

**User** means a person or entity with authorized access to any UTRGV network and/or other information systems, including computer systems.

**Workforce** means employees, volunteers, trainees, and persons whose conduct, in the performance of work for UTRGV, are under the direct control of UTRGV, whether or not they are paid by UTRGV. Workforce also include management and employed medical staff.

**I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND I AGREE TO THE FOLLOWING:**

1. I understand it is my personal responsibility to read, understand and comply with all applicable UTRGV company policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to PHI or ePHI, I also agree to comply with the Privacy policies.
2. I have been provided access to the Security (and Privacy policies as applicable).
3. I agree not to disclose any PHI, ePHI or any other Confidential Information obtained by accessing the UTRGV network and/or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any PHI, ePHI or any other Confidential Information unless I am authorized to do so. I agree that all patient- related information shall be held to the highest level of confidentiality.
4. I agree to access the UTRGV network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me.
5. I understand that UTRGV regularly audits access to information systems and the data contained in these systems. I agree to cooperate with UTRGV regarding these audits or other inspections of data and equipment, including UTRGV inquiries that arise as a result of such audits.
6. I agree that I will not share or disclose User IDs, passwords or other methods that allow access to UTRGV network and/or other information systems, including computer systems, to anyone, at any time, nor will I share my account(s). I also agree to store all UTRGV company- related data onto the system servers rather than on hard drives of individual workstations, personal computers or other devices.
7. I agree to contact my supervisor (or for non-employees, the applicable UTRGV Department Director or Business Contact) and IS Security Officer immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information has occurred.
8. I understand that Confidential Information includes, but is not limited to PHI, ePHI, other patient information, employee, physician, medical, financial and all other business-related or company private information (electronic, verbal or written).
9. I agree that I will not install or use software that is not licensed by UTRGV (or that is otherwise unlawful to use) on any UTRGV information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by UTRGV.
10. I agree to report any and all activity that is contrary to this Agreement or the UTRGV Security or Privacy policies to my supervisor, Department Director, IS Security Officer or Privacy Officer.

<p>11. I understand that for employees this form will be part of the employee file at UTRGV and that failure to comply with this Agreement and the UTRGV Security and Privacy policies may result in formal disciplinary action, up to and including termination. I understand that for non-employees, failure to comply with this Agreement and the UTRGV Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with UTRGV.</p>
<p>12. I understand that all information and/or data transmitted by or through or stored on any UTRGV device, or system maintained on any UTRGV company's behalf by a vendor or other individual or entity, will be accessible by UTRGV and considered the property of UTRGV, subject to applicable law. I understand this includes, without limitation, any personal, non- work related information. I do not have any expectation of privacy with regard to information on any UTRGV network and/or other information systems, including computer systems, and understand that UTRGV has no obligation to maintain the privacy and security of the information. I understand that UTRGV reserves the right to monitor and/or inspect all systems that store or transmit UTRGV data, the data stored therein, as well as all documents created by or on behalf of UTRGV.</p>
<p>13. I agree to comply with UTRGV requirements to encrypt electronic Confidential Information in accordance with UTRGV security policies, including the requirement that encryption software be installed on all UTRGV-owned laptop computers and that emails transmitted over an electronic network outside of UTRGV be encrypted, as described in the UTRGV Security policy <i>Data Encryption and Decryption</i>.</p>
<p>14. I agree that all devices used by me that are connected to a UTRGV network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.</p>
<p>15. I will follow the requirements for Users described in all UTRGV Security policies, including but not limited to the UTRGV Security policy <i>Acceptable Use Policy</i>.</p>
<p>16. I agree to limit access to only patient data specifically relating to assigned patient care. This includes all patient information related to myself, family members, providing direct care to including but not limited to the UTRGV security policy</p>
<p>17. <i>I understand that UTRGV has zero tolerance and violation of the UTRGV Information Security and Privacy Agreement will result in disciplinary action up to termination.</i></p>

The UTRGV Information Security and Privacy Policies are available through my supervisor, manager, UTRGV business contact or the UTRGV Information Security Office.

**By signing this Agreement, I understand and agree to abide by the conditions imposed above.**