

OHSU PATIENT CONFIDENTIALITY STATEMENT

OHSU protects the confidentiality of every patient's health information, as required by law and professional codes of ethics. Every individual at OHSU has the responsibility to protect the confidentiality of patient health information.

The OHSU Confidentiality of Health Information Policy prohibits any unauthorized access, discussion, review, disclosure, transmission, alteration or destruction of patient information, except as required to fulfill OHSU job responsibilities.

All patient health information is confidential and shall not be discussed with individuals not directly involved in the care of the patient, except as permitted by OHSU's Information Privacy Policies. Patient health information includes but is not limited to: paper, verbal or electronic data, which may be contained in a patient record or stored in electronic media.

OHSU Members shall never:

- Leave patient-specific information or medical records unattended in public areas, including information on computer screens.
- Share passwords or leave workstations unsecured when unattended.
- Discuss patients in public areas, such as hallways, elevators, waiting areas, lounges or cafeterias, or when using public transit, including the tram.
- Access records of persons of interest, spouses, domestic partners, family members or friends, except as required to fulfil their OHSU job responsibilities.
- Request or access an employee's health record, except as required to fulfil their OHSU job responsibilities.

OHSU Members are responsible for all [Restricted Information](#) (including protected health information) that is sent or moved from the OHSU network to any other computing device (e.g., printers, fax machines, mobile devices) or removable storage device (e.g., external hard drives, USB sticks, CDs).

OHSU Members with electronic medical record access may view their own medical record through their electronic access; however, it is not permissible for an OHSU Member to modify their own medical record. OHSU Members without electronic medical record access may obtain their medical record through their medical provider, by contacting Health Information Management or through MyChart.

Security and privacy monitoring systems are in place to detect inappropriate access or use of confidential health information. Any suspected incidents are investigated by the Information Privacy and Security Office.

Violation of the [Confidentiality of Health Information Policy No. 01-05-012](#), including unauthorized use, disclosure, alteration or destruction of patient's health information, will result in disciplinary action, up to and including termination of employment or other relationship with OHSU, loss of clinical privileges and/or removal of access to medical records at OHSU.

Effective 05/05/00, 09/06/01 Revised 05/13/04, 01/07/05, 06/14/11, 03/08/2021

Order Number 6900 Adm04-18form.pdf

Responsible office: OHSU Information Privacy and Security Office



OHSU Visitor/Volunteer Agreements Packet

Rights & Responsibilities (RR)

As a visitor or volunteer, you have the following rights and responsibilities:

RIGHTS:

- Clear and appropriate assignments
- Orientation and training
- Informed involvement with the organization
- Fulfilling work
- Supervision and support
- Recognition of service
- Respect as a unique individual
- Safe and healthy working conditions

RESPONSIBILITIES:

- Be honest about goals, skills, limitations and motivations
- Fulfill commitment of at least
 - 6 months and 26 shifts, regular schedule each week for Healthcare Volunteer Programs (*unless otherwise stated on position description*)
 - 40 hours of service for all other assignments
- Awareness that you are not entitled to hire wages for the volunteer/visitor duties performed
- Timely response to communications (e.g., feedback forms, annual compliances, etc.) from OHSU Visitors and Volunteers via phone, email or Volgistics
- Maintain confidentiality
- Uphold OHSU Code of Conduct
- Communicate with staff
- Be flexible and fair
- Work as part of a team
- Communicate questions, concerns and suggestions
- Awareness that OHSU is not committed to you at the conclusion of your volunteer assignment
- Participate in continuing education opportunities offered by OHSU Volunteer Services
- Report all volunteer hours into online as completed
- **Workers' compensation insurance is not provided for Visitors and Volunteers of OHSU.** Visitors and Volunteers should have personal health insurance.

As an organization, OHSU has the following rights and responsibilities:

RIGHTS:

- Screen and redirect volunteers
- Interview Healthcare Volunteers for best placement
- Reassign volunteers as needed
- Require volunteers to complete training and compliances
- Receive advance notice of absences
- Receive advance notice of absences
- Require completion of compliances before starting and continually as needed
- Expect volunteers to communicate concerns and suggestions
- Conduct an exit interview

RESPONSIBILITIES:

- Provide written position descriptions
- Include volunteers as teammates
- Provide supervision
- Inform of special events
- Seek and respect volunteer contributions

By signing below I acknowledge that I have read and understand these Rights and Responsibilities:

Visitor and Volunteer Rights & Responsibilities Acknowledgment

Print Name

Date

Signature

Date

Signature of Guardian (if minor)

Date

Andi Morana

OVV Supervisor Name

Andi Morana

OVV Supervisor Signature



Confidentiality Agreement

(for Volunteers other than those involved in Research)

In consideration and as a condition of accepting my services as a volunteer at OHSU, I agree to be bound by the policies of OHSU, as now or hereafter constituted, including but not limited to policies concerning confidentiality (see policy 01-05-010, 01-05-012, 02-20-005 through 02-20-040 and 03-60-005 through 03-60-045). Accordingly, I agree:

1. **Confidentiality.** To safeguard and not to disclose confidential information of OHSU including: (a) patient information; (b) student information; (c) personnel information; (d) matters of a technical nature; (e) matters of a business nature; and, (f) other information of a similar nature which is not generally disclosed by OHSU to the public, referred collectively hereafter as "Confidential Information." I further agree that I will not use Confidential Information except as may be necessary to perform my duties for OHSU. Upon termination of my engagement with OHSU, or otherwise as requested, I will deliver promptly to OHSU all Confidential Information, in whatever form, that may be in my possession or under my control.
2. **Equitable Relief.** That violation of the covenants in this Agreement will cause irreparable injury to OHSU and that any remedy at law will be inadequate. Therefore, OHSU shall be entitled to, in addition to any other rights or remedies it may have at law or in equity, injunctive relief.
3. **Continuation of Obligations.** That my obligations and the restrictions under this Agreement shall continue indefinitely after termination of my relationship with OHSU.
4. **Entire Agreement; Amendment.** That this is the entire Agreement with OHSU with respect to its subject matter. This Agreement may be modified, amended or terminated only by an agreement in writing executed by OHSU and me.
5. **Successors and Assigns; Venue.** That this Agreement shall be binding upon my heirs, executors, administrator or other legal representatives and is for the benefits of OHSU, its successors and assigns. I irrevocably consent and submit to the exclusive and personal jurisdiction of the applicable state court in Multnomah County, Oregon or, if such court does not have jurisdiction over such matter, the United States District Court of Oregon.

ACCEPTED AND AGREED:

Volunteer Printed Name

Volunteer Signature

Parent/Guardian signature (if volunteer is under 18)

OHSU:

Signature of Executive Committee Member, Department Chair or Supervisor

Supervisor

Title

Andi Morana

Name of Executive Committee Member, Department Chair or Supervisor



Healthcare Volunteer Agreements

If accepted as a volunteer, I agree to the following:

1. I shall hold as absolutely confidential all information that I may obtain directly or indirectly concerning patients, doctors, or staff, and not seek to obtain information from patients. I shall not solicit my political or religious beliefs to patients and/or their families.
2. My services are donated to the hospital without contemplation of compensation or promise of future employment.
3. I understand that it is a violation of the hospital policy to solicit business or act as an agent for outside business or to solicit business from patients or staff.
4. I shall not sell or attempt to sell goods or services, request contributions, or solicit persons to sign or distribute political petitions on hospital property, unless I receive the express authorization of the Supervisor of Volunteer Services to engage in such activities.
5. I shall submit to medical screening, which may include: TB screen, chest x-ray and or immunizations, that may be necessary as part of my volunteer assignment.
6. I shall be punctual and conscientious; conduct myself with dignity, courtesy and consideration of others; and endeavor to make my work professional in quality.
7. I shall attempt to resolve any problems related to my volunteer assignment with my supervisor and/or the Manager of Volunteer Services.
8. I shall make my best effort to fulfill my commitment to OHSU by completing all volunteer assignments that I accept.
9. I understand that the Volunteer Services Department reserves the right to terminate my volunteer status as a result of: (a) failure to comply with hospital policy; (b) absences without prior notification; (c) unsatisfactory attitude, work, or appearance; (d) any other circumstances which in judgment of the department supervisor, would make my continued service as a volunteer contrary to the best interest of the hospital.

I have been informed of and agree to adhere to the policies and procedures set forth in this agreement, my volunteer training and my orientation.

Volunteer Name: _____

Volunteer Signature: _____ Date: _____

Parent/Guardian Name (if volunteer is under 18): _____

Parent/Guardian Signature: _____ Date: _____

Instructions for Completing the OHSU Confidentiality and Intellectual Property Assignment Agreement

1. All OHSU employees, agents (including volunteers), students and others are required to complete and sign an OHSU Confidentiality and Intellectual Property Assignment Agreement.
2. The OHSU employee, agent, student or other should read over the entire agreement, refer to and review any applicable OHSU policies including but not limited to OHSU Policies 01-05-010, 01-05-012, 02-20-005 through 02-20-040, 03-60-005, and 04-50-001 (OHSU Policy Manual can be found here: <https://o2.ohsu.edu/policies-and-compliance/ohsu-policy-manual/index.cfm>) prior to accepting its terms. The OHSU employee, agent, student or other should then sign, print their name and date under the ACCEPTED AND AGREED line on the 2nd page of the agreement.
3. If the OHSU employee, agent, student or other created and/or registered any material or had any patents filed or issued prior to their employment or service to OHSU, or prior to their participation in any OHSU Programs, then these should be listed on Exhibit A. If no prior material was created, registered or the OHSU employee, agent, student or other had no patents filed or issued prior to their employment or service to OHSU, or prior to their participation in any OHSU Programs, then Exhibit A should not be completed and should be left blank.
4. The OHSU employee, agent, student or other should submit the completed and signed OHSU Confidentiality and Intellectual Property Assignment Agreement (with the fully signed Exhibit A if applicable) to an OHSU Human Resources Specialist at New Employee Orientation, or to their department/hiring manager, OHSU Visitors and Volunteers, or OHSU's Office of the Provost, as may be most appropriate, who will then submit it to the appropriate Human Resources Systems Specialist (<https://o2apps.ohsu.edu/hr/org-contacts/?bw=1>).
5. Once received by OHSU Human Resources, the Confidentiality and Intellectual Property Assignment Agreement will be reviewed and if anything has been indicated on Exhibit A then it will be sent to OHSU Technology Transfer for review and approval. If Exhibit A is denied, the employee, agent, student or other will receive a notice of denial and further instructions.
6. OHSU Human Resources will save a copy of the completed Confidentiality and Intellectual Property Assignment Agreement and a copy will be sent to the OHSU employee, agent, student or other for their records.
7. Any questions in regards to the completion of this agreement can be directed to OHSU HR Records at records@ohsu.edu. Questions related to Exhibit A can be directed to OHSU Technology Transfer at (503) 494-8200 or techmgmt@ohsu.edu.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

In consideration of and as a condition of my employment by or service to Oregon Health and Science University, an Oregon public corporation ("OHSU"), or my use of funds, facilities, personnel, equipment, information or other resources administered or controlled by OHSU ("OHSU Resources"), or my participation in any research or other programs which involve the use of OHSU Resources ("OHSU Programs"), I agree to be bound by the policies of OHSU, as now or hereafter constituted, including but not limited to policies concerning confidentiality (see Policies 01-05-010, 01-05-012, 02-20-005 through 02-20-040, and 03-60-005) and Intellectual Property (see Policy 04-50-001) (OHSU Policy Manual can be found here: <https://o2.ohsu.edu/policies-and-compliance/ohsu-policy-manual/index.cfm>). Accordingly, I agree as follows:

1. **Confidentiality.** To safeguard and not to disclose confidential information of OHSU including: (a) patient information; (b) student information; (c) personnel information; (d) matters of a technical nature; (e) matters of a business nature; and (f) other information of a similar nature which is not generally disclosed by OHSU to the public, referred collectively hereafter as "Confidential Information" or "OHSU Restricted Information." I further agree that I will not use Confidential Information or OHSU Restricted Information except as may be necessary to perform my duties for OHSU. Upon termination of my employment or engagement as a consultant by OHSU, service to OHSU, participation in OHSU Programs, or otherwise as requested, I will deliver promptly to OHSU all Confidential Information, in whatever form, that may be in my possession or under my control.

2. **Assignment of Intellectual Property.** That all my rights, title and interest to any discovery, invention, patent, copyrightable work, copyright, trademark, service mark, trade secret, process, method, technique, procedure, machine, apparatus, instrumentation, circuit, device, system, data, formula, formulation, composition of matter, chemical, article of manufacture, software, computer program, programming code, database, compilation of information, educational and professional materials, media, know-how, design, model, technological development, biological material, tangible property, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items, whether or not patentable or copyrightable, as well another newly-discovered or newly-applied information or concepts, that relate to or are useful on the actual or anticipated business of OHSU, or that result from a derivative from work assigned to me or work performed by me on behalf of OHSU, or that was developed in whole or in part on any OHSU time or using any OHSU Resources, or result from any OHSU Program, belongs exclusively to OHSU. **This Agreement operates as an actual assignment of all those rights to OHSU.** This assignment does not apply to and OHSU shall not claim any interest in intellectual property created or registered, copyrighted, or patent filed or issued prior to my employment or service to OHSU, or prior to my participation in OHSU Programs, and which intellectual property is listed on Exhibit A of this Agreement and approved in writing by OHSU Technology Transfer for exclusion from this assignment.

In order for any intellectual property to be approved by OHSU for exclusion, I agree that it must be declared on Exhibit A and forwarded to OHSU Technology Transfer for review and approval, and OHSU, in its sole discretion, must approve such exclusion (evidenced by OHSU's signature on Exhibit A), which will then be made a part of the record accompanying this Confidentiality and Intellectual Property Assignment Agreement.

3. **Work Made for Hire.** That all creative work, including but not limited to patentable works, computer programs or models, prepared or originated by me for OHSU or on OHSU time or within the scope of my employment by OHSU or service to OHSU, or from the use of OHSU Resources or from my participation in OHSU Programs, which may be subject to protection under federal copyright law, constitutes work made for hire, all rights to which are owned by OHSU. In any event, **I assign and agree to assign** to OHSU all rights, title, and interest, now existing or arising in the future, whether by way of copyright, trade secret, or otherwise, in all such work, whether or not subject to protection by copyright laws.

4. **Royalty Sharing.** That OHSU acknowledges that I and any co-inventors or coauthors may be entitled to receive a percentage of net licensing income, if any, received by OHSU from licensing or selling intellectual property rights assigned under paragraphs 2 and 3 above under applicable provisions of OHSU policies.

5. **Equitable Relief.** That violation of the covenants in this Agreement will cause irreparable injury to OHSU and that any remedy at law will be inadequate. Therefore, OHSU shall be entitled to, in addition to any other rights or remedies it may have at law or in equity, injunctive relief.

6. **Continuation of Obligations.** That my obligations and the restrictions under this Agreement shall continue indefinitely after termination of my relationship with OHSU.

7. **Entire Agreement; Amendment; Signature.** That this is the entire Agreement with OHSU with respect to its subject matter. This Agreement may be modified, amended or terminated only by an agreement in writing executed by OHSU and me. An electronic signature and a signature transmitted by facsimile or portable document format (PDF) shall be deemed valid as an original signature. This Agreement shall not be denied legal effect, validity, or enforceability solely because an electronic record or electronic signature may have been used in its execution. Similarly, any photocopy or facsimile of this executed Agreement shall have the same legal force as any copy bearing an original signature.

8. **Successors and Assigns; Venue.** That this Agreement shall be binding upon my heirs, executors, administrator or other legal representatives and is for the benefit of OHSU, its successors and assigns. I irrevocably consent and submit to the exclusive and personal jurisdiction of the United States District Court of Oregon or, if such court does not have jurisdiction over such matter, the applicable state court in Multnomah County, Oregon.

ACCEPTED AND AGREED:

Signature

Printed Name

Date

Signature of Guardian (if minor)

EXHIBIT A
(LEAVE BLANK AND DO NOT SIGN IF NO INTELLECTUAL PROPERTY IS TO BE EXCLUDED)

The Confidentiality and Intellectual Property Assignment Agreement to which this Exhibit A is attached does not apply to the following material which was created or registered or patents filed or issued prior to my employment or service to OHSU, or my participation in OHSU Programs. Information should include the name of the material, type of material, date of material's creation, affiliation at the time of creation, and whether you plan to continue developing the material at OHSU.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

SUBMITTED BY:

Signature: _____

Printed Name: _____

Date: _____

Signature of Guardian (if minor): _____

APPROVED BY OHSU TECHNOLOGY TRANSFER FOR EXCLUSION PURSUANT TO SECTION 2:

OREGON HEALTH & SCIENCE UNIVERSITY

Signature:

Printed Name:

Date: