# BAYCARE CONFIDENTIALITY AGREEMENT

Patient and employee information from any source and in any form (i.e., written, verbal or electronic) is confidential. I will protect the privacy and confidentiality of patient and employee information. Access to this information is allowed **ONLY** if I need to know it to do my job. In my job, I may see or hear confidential information about:

- **PATIENTS AND/OR FAMILY MEMBERS (**patient records, conversation, financial information, etc.)
- **EMPLOYEES, VOLUNTEERS, STUDENTS, CONTRACTORS, PARTNERS (**salaries, employment records, disciplinary actions, etc.)
- **BUSINESS INFORMATION** (financial records, reports, memos, contracts, computer programs, technology, etc.)
- **THIRD PARTIES** (vendor contracts, computer programs, technology, etc.)
- **OPERATION IMPROVEMENT, QUALITY ASSURANCE, PEER REVIEW** (reports, presentations, survey results, etc.)

**I AGREE THAT:**

1. I WILL ONLY access information that I need to do my job or provide contracted services as a Business Associate of BayCare Health System and/or its affiliates.
2. I WILL NOT show, tell, copy, give, sell, review, change, or trash any confidential information unless it is part of my job or contracted services. If it is part of my job/contract services to do any of these tasks, I will follow the correct department procedures (such as shredding confidential papers before throwing them away).
3. I WILL NOT misuse or be careless with confidential information.
4. I WILL KEEP my computer UserID and password secret and I will not share this information with anyone.
5. I WILL NOT use anyone else's UserID to access any BayCare Health Systems.
6. I AM RESPONSIBLE for any access using my UserID.
7. I WILL NOT share any confidential information even if I am no longer a BayCare employee or Business Associate.
8. I KNOW that my access to confidential information may be audited.
9. I WILL tell my BayCare supervisor (or contact the IS Regional Data Security Manager @ 727-467-4696) if I think someone knows or is using my UserID.
10. I KNOW that confidential information I learn on the job or as a result of providing contracted services does not belong to me.
11. I KNOW that BayCare may revoke my access at any time.
12. I WILL protect the privacy of our patients and employees at all times.
13. I WILL NOT make unauthorized copies of BayCare's software, data, repositories, and other related information.
14. I AM RESPONSIBLE for my use or misuse of confidential information.
15. I AM RESPONSIBLE for my failure to protect my UserID and password or other access to confidential information.
16. I WILL BE HELD RESPONSIBLE for breech of confidentiality if I fail to comply with BayCare policies regarding system sign-off (you must logoff the system when you leave your workstation).
17. I WILL RETURN any remote access software to BayCare as soon as that software is installed on my remote workstation. In addition, all copies of such software loaded onto my remote workstation or in my possession will be destroyed upon completing any projects requiring such software
18. I AM RESPONSIBLE for any use or misuse of information if I **access any information remotely**.
19. I acknowledge responsibility for the use or misuse of any signature device (i.e., stamp) bearing my name

Failure to comply with this agreement may result in the **termination of my employment** or Business Associate agreement with BayCare (and any hospital/ancillary/affiliates) and/or civil or criminal legal penalties. By signing this, I agree that I have read, understand, and will comply with this agreement. Please check the appropriate box and complete the information:

☐ **BayCare Employee** ☐ **Non-Employee** ☐ **Volunteer** ☐ **Student** ☐ **Other:** _____

Signature: _____ **Date:** |__|__| / |__|__| / |__|__|__|__|

Print Full Name: |__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|

Department: |__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|

Print Name of organization (if non-employee):

|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|

If non-employee print name of BayCare Manager/Director using your services (*if applicable*):

|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|