

# Confidentiality Agreement

As a team member, non-employed provider or their office staff, independent contractor, vendor, student, intern, or volunteer of BayCare Health System, Inc. (which includes its hospitals, facilities, affiliates, and/or subsidiary companies) (collectively, "BayCare"), I understand that I may be asked to handle or work with confidential information.

Information is confidential if it is: (i) a patient's private health or financial information; (ii) a team member, volunteer, student, contractor, or partner's disciplinary or employment-related information; (iii) BayCare's business records, business communications, or financial data; (iv) BayCare's operation improvement or quality assurance information; or (v) any such other information related to BayCare's operation(s) that is not publicly available.

I understand that confidential information must not be disclosed to any other individual or entity except as provided for by the policies and procedures of BayCare or as required by state or federal laws. I agree to maintain the confidentiality of this information in any form (i.e. written, verbal, or electronic).

I understand that patient files, patient financial information, and medical records are kept to enhance patient care and are the property of BayCare. The information contained within these documents belongs to the patient and BayCare. Patients, team members, and medical staff trust me to hold all information in confidence, including a patient's identity. I will keep this information confidential and will not disclose or remove this information without first seeking written approval from BayCare. I understand that the inappropriate release of patient information may also be a violation of federal or state laws.

I understand that if I am asked to handle or work with team members' disciplinary and employment-related information, this information is confidential and will likely be considered extremely sensitive by the team members. This information may include team member files, social security numbers, pay rates, disciplinary actions, medical information and performance evaluations. I will not disclose this information to any person or entity unless that person or entity has a legitimate need to know the information and the disclosure is strictly in connection with my job duties or responsibilities for BayCare.

I understand that BayCare's business records, business communications, financial data, and other non-publicly available information are also considered confidential. This information may include, but is not limited to, sentinel events, risk management issues, legal issues, billing information, financial reports, and strategic and marketing plans. I will not disclose this information to any person or entity unless that person or entity has a legitimate need to know the information and the disclosure is in connection with my job duties or responsibilities with BayCare.

The use of any BayCare Information Systems allows for access to highly sensitive and/or confidential information. I agree that any password given to me by BayCare is the equivalent of my signature and it is not to be given to another person. When I am required to change my password, I will do so promptly. I will access only the information that I have been authorized to use and will not release or discuss any information unless approved by BayCare. I will never attempt to obtain the password of another team member or medical staff member or use their terminal while they are signed on unless I have prior written approval of the BayCare Chief Information Officer or Chief Information Security Officer. If I suspect that the confidentiality of my password has been broken, I will contact Information Services immediately and change my password immediately.

I will not speak on behalf of BayCare with the news media unless I have been designated to do so by BayCare and an interview has been prearranged through the Marketing and Communications Department.

I understand that if I receive any subpoena that seeks production of BayCare's confidential information, I must contact either BayCare's Legal Services Department for instructions before releasing any information in response to the subpoena.

I understand that this policy is aimed at protecting confidential information that I learn or obtain in the course of my job duties, responsibilities for BayCare, or through access that I have been provided as part of my duties.

I understand that this policy does not prohibit me from engaging in concerted activity protected by the National Labor Relations Act. Specifically, I understand that this policy is not intended to prohibit me from disclosing information about my own wages or terms and conditions of employment or discussing similar information that has been voluntarily disclosed by the team members to whom it pertains. Such information is not considered to be confidential information within the meaning of this policy.

I further understand that this policy does not prohibit me from discussing confidential information with government agencies to the extent authorized by applicable law(s).

Subject to the general rules and clarifications provided above, I further agree that:

1. I know that confidential information I learn on the job or while performing my responsibilities does not belong to me.
2. I understand that I must protect the privacy of our patients and team members and the needs of our business by protecting confidential information as provided for in this policy.
3. I will not misuse or be careless with confidential information.
4. When using BayCare's information systems, I will access confidential information only to the extent that I need it to do my job or to perform my responsibilities for BayCare.
5. I will not make unauthorized copies of BayCare's confidential information, software, data, repositories, and other related information.
6. I will not circumvent or disable security controls.
7. I will not show, tell, copy, give, sell, review, change, print, use, copy, store, transmit, transfer, email, import, export, share, shred, destroy or trash any confidential information unless it is part of my job or responsibilities. If it is part of my job or responsibilities to do any of these tasks, I will follow the applicable department procedures (such as shredding confidential papers before throwing them away).
8. I will not use or share any confidential information even if I am no longer a BayCare team member, independent contractor, vendor, student, intern, volunteer, or Business Associate.
9. I know that BayCare may revoke my access to its information systems at any time.
10. I know that my access to confidential information may be audited.
11. I will keep my computer User ID and password secret and I will not share this information with anyone.
12. I will not use anyone else's User ID to access any BayCare information systems unless I have prior written approval of the BayCare Chief Information Officer or Chief Information Security Officer.
13. I am responsible for any access, use, or misuse of my User ID or confidential information.
14. I will contact Information Services immediately and will change my password immediately if I suspect that someone knows or is using my User ID or password.
15. I acknowledge responsibility for the use or misuse of any signature device or my ID badge bearing my name.
16. I understand that my electronic signature and/or initials act as my personal signature and are legally binding.
17. As of the date that I am no longer providing services to BayCare as an employee, contractor, or otherwise, whether voluntarily or involuntarily, I will: (i) deactivate and remove all access to BayCare's information systems on my personal device(s); (ii) remove from my personal devices any and all saved and stored Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended) and BayCare highly sensitive and/or confidential information in any form; and (iii) not access any Protected Health Information or BayCare highly sensitive and/or confidential information in any form on my personal devices or otherwise.

I understand there are federal and state laws regarding confidentiality of protected health information and if I do not follow the above requirements, it could result in civil fines, penalties, and/or criminal sanctions against me and/or BayCare; and/or result in a civil lawsuit and judgment against me personally and/or BayCare.

Failure to comply with this agreement may result in the **termination of my employment** or other relationship with BayCare and/or civil or criminal legal penalties. My electronic signature is acknowledgement that I have read, understand, and agree to comply with this Confidentiality Agreement. I am aware that this electronically signed Confidentiality Agreement will become a permanent part of my BayCare file.

Electronically signed by: \_\_\_\_\_  
Electronically signed on: \_\_\_\_\_  
IP Address: \_\_\_\_\_