



CONFIDENTIALITY AGREEMENT

Instructions

To be completed by employees, medical staff, students, volunteers, vendors, business associates, and any others who are permitted access to the Presence Health Confidential Information.

I UNDERSTAND AND AGREE THAT IN THE COURSE OF MY WORK WITH PRESENCE HEALTH I WILL MAINTAIN THE PRIVACY, CONFIDENTIALITY AND SECURITY OF ALL PRESENCE HEALTH CONFIDENTIAL INFORMATION IN ACCORDANCE WITH THIS CONFIDENTIALITY AGREEMENT AND ALL APPLICABLE PRESENCE HEALTH POLICIES AND PROCEDURES (“PRESENCE HEALTH POLICIES”).

Definition of Confidential Information (“CI”)

I understand that CI includes:

- Confidential and/or proprietary information about Presence Health Network and its affiliates.
- Information from any source and in any form, including, paper record, oral communication, audio recording, and electronic display.
- Patient Protected Health Information (“**PHI**”), including information in medical records, billing records, and conversations about patients.
- Personnel information, including payroll, discipline or other information about employees, volunteers, students, contractors, or medical staff.
- Confidential business information of third parties having a relationship with Presence Health, including information about third-party software and other licensed products or processes, operations, quality improvement, peer review, education, billing, reimbursement, administration, or research (such as utilization reports, survey results, and related presentations).

Access/Use/Disclosure Agreement

I understand and agree that with respect to any CI to which I am granted access:

1. **For Job-Related Purposes Only.** I will only access, use and disclose CI for a legitimate job-related reason and strictly on a need-to-know basis, and that I will limit my access, use and disclosure to the minimum amount necessary to accomplish the legitimate intended purpose of the access, use and disclosure.
2. **PHI Privacy/Security.** I will protect the privacy, confidentiality and security of PHI, including all PHI in electronic medical records (“**EMR**”), in accordance with legal requirements and Presence Health Policies.
3. **Business Associate Agreement.** I understand that if I am a vendor that will have access to PHI in the course of performing services for Presence Health, a Business Associate Agreement must be signed by me or my company prior to me and/or my company receiving access to PHI.
4. **Training.** I will complete all required privacy and security training for accessing EMR or other CI.
5. **Inappropriate Access.** I will not access or obtain my own, a friend’s, or a family member’s information maintained by Presence Health without appropriate written authorization and consistent with Presence Health Policies.
6. **No Use of Mobile Device/Removable Media.** I will not maintain CI on any mobile device (laptop, smartphone, tablet, etc.) that is not encrypted, will not electronically transmit CI in an unsecured manner or to an unencrypted mobile device and will not copy and store any CI on any removable media (e.g. flash drives).
7. **Protection of Credentials.** I will not disclose to another person my sign-on code and/or password, and will not use another person’s sign-on code/password for accessing EMR or other CI. I will not leave a secured application unattended while I am signed on.
8. **Secured Application.** I will not attempt to access a secured application or restricted area without proper authorization or for purposes other than official Presence Health business.



9. No Unauthorized Copying/Alteration/Destruction. I will not copy, alter or destroy CI unless such action is part of my job or the services that I am responsible for providing to Presence Health, in which case I will only copy, alter or destroy CI in accordance with applicable Presence Health policies and procedures.
10. Reporting of Issues. I will immediately report to my supervisor or the appropriate Presence Health representative responsible for overseeing the provision of services by me and my company any known or suspected (a) use of my password by someone other than me, or (b) inappropriate access, use or disclosure of CI. If my supervisor or responsible representative is not available, I will notify the System Compliance Officer and/or Privacy Officer.
11. Safeguarding Presence Health Property. I will safeguard from loss, theft, or unauthorized use, disclosure and access all Presence Health owned equipment/property that is placed in my control and on which CI is stored or through which CI may be accessed.
12. Use of Personal Equipment/Property. I will not store or transmit CI via my or my company's personal equipment/property unless permitted by and in accordance with applicable Presence Health Policies. If any Presence Health PHI is stored or transmitted with my or my company's equipment/property, I will ensure that all such CI is properly encrypted in accordance with HIPAA encryption standards.
13. No Social Media/Blogging. I will not post or discuss CI of any type on any social media sites, blogs, discussion groups and the like unless pre-approved by Presence Health.
14. No Recordings. I will not take photographs, make videos, or make other recordings of patients, staff, or visitors except in accordance with applicable Presence Health Policies.
15. Auditing. I understand that my access to CI and my Presence Health email and other information system accounts may be audited.
16. Ownership of Information. Presence Health will retain ownership of all rights, title and interest in and to the CI and no rights are transferred to me by virtue of my access to CI.
17. Return of Information/Continuing Obligations. I WILL RETURN ALL CI TO PRESENCE HEALTH AND WILL NOT TAKE ANY CONFIDENTIAL INFORMATION WITH ME WHEN MY WORK AT PRESENCE HEALTH ENDS. I UNDERSTAND THAT EVEN AFTER MY WORK ENDS I WILL CONTINUE TO BE REQUIRED TO KEEP ALL CI TO WHICH I HAD ACCESS CONFIDENTIAL.

I have read, understand and agree to comply with the terms of this Confidentiality Agreement and all applicable Presence Health policies and procedures. I understand that my failure to comply with this Confidentiality Agreement may result in termination of access to Presence Health systems, disciplinary action, up to and including termination of employment or student status, loss of Presence Health privileges or contractual or affiliation rights and/or legal action.

Name: _____

(Please print)

Signature: _____ Date: _____