



Confidentiality and Security Access Agreement

Employee **Student** **Medical Staff** **Business Associate/Trading Partner** **Volunteer**

Name (print): _____ **Date:** _____

Title/Position: _____ **Location:** _____

Department: _____ **Company:** _____

I understand that Baptist Health System (BHS) has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. Additionally, BHS must assure the confidentiality of its administrative, financial, human resources, payroll, fiscal, and research information (collectively "Confidential Information"). All documents and messages created, sent, or retrieved using any communication or computer system is the property of the Baptist Health System. In the course of my employment/assignment at BHS, I understand that I may come into the possession of Confidential Information related to patients. I understand that patient information is private, whereby the confidentiality is protected by State and Federal Law.

I further understand that I must sign and comply with this agreement in order to get authorization for access to any Confidential Information. By signing this document, I understand and hereby agree to the following:

1. I will comply with any and all BHS security and privacy policies to protect the security and privacy of Confidential Information.
2. I will, as an employee or agent of BHS, access the BHS Information Systems for the sole purpose of conducting the business of the organization.
3. I will not access or view any Confidential Information, or utilize equipment, other than what is required to do my job.
4. I will log off any computer or terminal prior to leaving it unattended and follow proper shut-down procedures at the end of my shift.
5. I will not send any fraudulent, harassing or obscene messages or attachments to messages through any communication system within BHS.
6. I will not make any unauthorized transmission, inquiries, modification or purging of Confidential Information in the BHS computer system. Such unauthorized transmissions include, but are not limited to: removing and/or transferring Confidential Information from the BHS computer system to unauthorized locations (for instance, home).
7. I will not disclose my computer ID and password to another party or knowingly use another person's computer ID and password instead of my own for any reason. In addition, I understand that my personal used ID(s), and passwords used to access computer systems are also an integral aspect of this Confidential Information.
8. I understand that in order for any ID and/or password to be issued to me, this Confidentiality Agreement form must be fully completed, signed, dated, and witnessed.
9. I will not disclose or discuss any Confidential Information with others, including friends and family, who do not have a "business need to know".
10. I will not discuss Confidential Information where others can overhear the conversation (for example, in hallways, on elevators, in the cafeteria, in the brake room, on public transportation, in restaurants, and at social events). It is not acceptable to discuss Confidential Information in public areas even if a patient's name is not used.
11. I understand that all computer access activity is subject to audit. BHS reserves the right to access, audit and monitor all computer access including but not limited to, messages and files as deemed necessary and appropriate.
12. I will immediately report to my supervisor any activity, by any person, including myself, that is a violation of this Agreement or of any BHS information security or privacy policy.
13. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment or contract and/or suspension and loss of privileges, in accordance with the BHS Code of Conduct as well as legal liability.
14. Upon termination of my employment, I will immediately return any documents or other media containing Confidential Information to BHS and that my obligations under this Agreement will continue after the termination of my employment.
15. I understand this Agreement is not an employment contract. This Agreement does not alter the "at will" nature of my employment, I have the right to terminate my employment at any time with or without cause or notice; and BHS has a similar right. Furthermore, my status as an "at will" employee may not be changed, except in writing signed by the president and chief executive officer of the BHS.

I have read the above agreement and agree to comply with all its terms.

Signature: _____ Date: _____

Witness: _____ Date: _____

TO BE FILED PERMANENTLY IN PERSONNAL RECORD OR BUSINESS ASSOCIATE FILE