**HR CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY AND SECURITY AGREEMENT**

I,

Employee Name (printed)

understand that it is my responsibility to comply with all applicable laws, rules, regulations and standards that govern Bay Medical Center (BMC), to include BMC policies and procedures, as well as federal and state HIPAA Privacy Standards.

1. I will treat all information received in the course of my employment with BMC as confidential and privileged information. Under no circumstances may I discuss or disclose any patient or business-related data, unless it is being shared on a need-to- know basis for specific business reasons. Discussions of patient presence, conditions, treatment, or other medical record data must be held in private clinical areas so as not to be inadvertently overheard.
2. I will not access patient information unless I have need to know this information in order to perform my job. This includes accessing my own medical or other confidential information without proper access permission.
3. I will not log on to any of the BMC computer systems that currently exist or may exist in the future using a password other than my own. I will safeguard my computer password and will not post it in a public place, such as the computer monitor or a place where it will be easily lost, such as on my nametag. I will not allow anyone, including other employees, to use my password to log on to the computer and I will log off of the computer as soon as I have finished using it
4. I will not use electronic mail to transmit patient information unless I am instructed to do so as part of my job-specific responsibilities or by the BMC Privacy Officer
5. I understand that all information, regardless of the media on which it is stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.) or the methods by which it is moved (electronic mail, face-to-face conversation, faxes, etc.) is the property of BMC and shall not be used inappropriately or for personal gain.
6. I understand that BMC reserves the right to inspect or monitor any company owned, leased, or controlled computer, computer device, network, computer facility, storage device, voice mail or telephone system at any time for any reason and that BMC may divulge any information found during such inspections or monitoring to any party it deems appropriate
7. I understand that I should not consider electronic communications to be either private or secure, nor have an expectation of privacy in anything I create, store, send, or receive on the computer and network.
8. I understand that BMC has an active on-going program to review records and transactions for inappropriate access and I understand that inappropriate access or disclosure of information can result in penalties up to and including termination of employment and/or legal action
9. I acknowledge that I have reviewed a copy of the following BMC policies, have read the contents in their entirety and have had an opportunity to discuss them with my manager or an administrative representative
10. Upon cessation of my employment with BMC, I agree to continue to maintain the confidentiality of any information I learned while an employee and agree to turn over any keys, access cards, or any other device that would provide access to the provider or its information.

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| **Signature** |  | **Date** |