Confidentiality Agreement

PeaceHealth follows the highest standards of care and diligence in protecting the Confidential Information (defined below) entrusted to, or created by, PeaceHealth. Therefore, PeaceHealth will not employ, work with, do business with, contract with, or entrust Confidential Information to anyone (either directly or through another organization) who does not also agree to abide by those same high standards of care and attention.

I understand that I will not be permitted to work for or with PeaceHealth unless I agree (and by my signature below I do agree) to abide by all the terms of this Confidentiality Agreement (the “Agreement”). “Confidential Information” means all written and verbal information that is created by, held by, or disclosed to PeaceHealth to carry out PeaceHealth’s mission, and includes:

- all Protected Health Information ("PHI") about patients, as that term is defined by HIPAA;
- all non-public information concerning PeaceHealth’s caregivers and providers;
- business models, planned business transactions or arrangements, customer and supplier lists, marketing plans, financial and technical information, trade secrets, know-how, ideas, designs, drawings, specifications techniques, operational designs and approaches, programs, systems, processes, and computer software; and
- all information or material that has or could have commercial value or other utility to PeaceHealth.

I understand and agree that:

1. I will diligently preserve, protect, and maintain the confidentiality, privacy, and security of Confidential Information, and I will abide by all PeaceHealth policies and procedures related to the protection of Confidential Information and PHI.

2. Confidential Information is the property of PeaceHealth, and I will not acquire, access, use, or disclose Confidential Information except for the purpose of carrying out my authorized duties under my employment or arrangement with PeaceHealth.

3. I may NOT access PHI related to myself, my family members or my friends, including for work-related purposes, unless another person qualified to perform the required task is unavailable and I have obtained prior written or verbal approval from my leadership.

4. Authorization, consent, or permission from the patient, written or otherwise, does not permit me to access electronic PHI for non-work reasons except through means established for that purpose, such as “My PeaceHealth.”

5. I will be diligent, attentive and careful in safeguarding all Confidential Information in accordance with PeaceHealth information security policies and procedures, including:

   - I will not leave Confidential Information in an unsecured place or environment.
   - I will properly secure my computer workstation when leaving the immediate vicinity.
• I will not disclose my computer system user ID and password combination to another person for any reason, and I will not use another person’s computer system user ID and password combination.

• I will not use my personal device (cell phone, iPad, etc.) to record, store, share, or exchange PHI unless specifically permitted by PeaceHealth policies and procedures.

• I will not discuss Confidential Information in a public place or with persons not authorized to receive such information.

• I will only access Confidential PeaceHealth Information needed to perform my work-related responsibilities.

6. I understand that my obligations under this Agreement continue beyond the end of my relationship with PeaceHealth, and when my relationship with PeaceHealth ends, I will not retain or transfer any Confidential Information unless authorized in writing by PeaceHealth’s Vice President for Organizational Integrity.

7. I further understand that if I breach my obligations under this Agreement my employment or services arrangement may be terminated, and PeaceHealth may take legal action directly against me to both protect the Confidential Information and for damages caused to PeaceHealth and PeaceHealth’s patients. Specific actions against me can include termination of my employment, loss of my medical staff privileges, termination of my access to PeaceHealth information systems, termination of my contract or other terms of affiliation, and civil and/or criminal liabilities and penalties.

I understand and agree that I am solely responsible for knowing, understanding, adhering to and complying with the terms of this Agreement.

First Name __________ MI __________ Last Name (please print) __________

Affiliation with PeaceHealth:

☐ Employee/Caregiver ☐ Medical Staff Member ☐ Clinic/Physician Office ☐ Volunteer
☐ Intern or Student ☐ Vendor or Contractor ☐ Other ________________ ☐ Board Member

______________________________________________________________
Signature

__________________________
Date

Signature of Legally Responsible Person
(Required if above individual is under age 18)

______________________________________________________________
Signature

__________________________
Date