

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, grant access to, or entrust Confidential Information to anyone (either directly or indirectly through an intermediate person or 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 on behalf of PeaceHealth, or be granted access to PeaceHealth data, unless and until 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 tangible written and verbal information that is created by, retained by, or entrusted to PeaceHealth to carry out PeaceHealth's mission, and includes:

- all Protected Health Information (PHI), as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA), in whole or in part;
- all material non-public information (MNPI) 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 (tangible and intangible) that has or could have commercial value or other utility purposes 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's (or if I'm employed by another entity under an arrangement with PeaceHealth, then my employer's) policies, procedures, and practices related to the protection of Confidential Information and/or PHI under HIPAA.
2. Confidential Information is the exclusive 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 if I'm employed by another entity under an arrangement with PeaceHealth, then my employer's) arrangement with PeaceHealth.
3. I may NOT access/view or modify PHI related to myself, family members, or 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/surrogate, 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's (or if I'm employed by another entity under an arrangement with PeaceHealth, then my employer's) information security policies, procedures, and practices, and I additionally agree to abide by all the following:
 - I will not leave Confidential Information in an unsecured place or environment.

- I will properly secure my workstation when leaving the direct physical vicinity.
 - I will not disclose my username and password (login) combination to another person for any reason, and I will not use another person's username and password (login) combination.
 - I will not use my PeaceHealth password as the same password that I use for any non-PeaceHealth accounts.
 - I will not use my personal device (e.g., computer, cell phone, iPad, tablet, etc.) to record, store, share, or exchange PHI unless specifically permitted by PeaceHealth's (or if I'm employed by another entity under an arrangement with PeaceHealth, then my employer's) policies and procedures.
 - I will not send or receive Confidential Information using my personal email or social media accounts.
 - I will not discuss Confidential Information in a public place or with persons not authorized to receive such information.
 - I will only access Confidential Information needed to perform my work-related responsibilities.
 - I will immediately report all suspicious activity, behavior, and suspected information security or privacy incidents.
6. I understand that my obligations under this Agreement continue beyond the end of my service to PeaceHealth, and when my relationship with PeaceHealth ends, I will not retain or transfer any Confidential Information unless authorized in writing by PeaceHealth's System Vice President for Organizational Integrity.
7. I further understand that if I breach my obligations under this Agreement, my employment, service arrangement, or relationship with PeaceHealth may be terminated, and unless PeaceHealth has agreed to alternative arrangements with my employer, PeaceHealth may take legal action directly against me to both protect the Confidential Information and for damages caused to PeaceHealth and PeaceHealth's patients. Unless otherwise agreed to by PeaceHealth and my employer, 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 <i>(please print)</i>	MI	Last Name <i>(please print)</i>
Signature		Date
Signature of Legally Responsible Person <i>(Required if the above individual is under age 18)</i>		Date

Updated: September 23, 2021