

## **Security and Confidentiality Agreement**

UF Health\* has a legal responsibility to safeguard the confidentiality and security of our patients' protected health information (PHI) as well as operational, proprietary, and employee information. This information may include, but is not limited to, patient health records, human resources, payroll, fiscal, research, and strategic planning and may exist in any form, including electronic, video, spoken, or written. This agreement applies to all members of the workforce, including but not limited to, employees, volunteers, students, physicians, and third parties, whether temporary or permanent, paid or not paid, visiting, or designated as associates, who are employed by, contracted to, or under the direct control of UF Health. This agreement also applies to users of UF Health information systems and the information contained therein, whether the user is affiliated with UF Health or not, and whether access to or use of information systems occurs locally or from remote locations. I hereby agree as follows:

- I acknowledge that UF Health has formally stated in policy its commitment to preserving the confidentiality and security of
  health information in any format. I understand that I am required, if I have access to such health information, to maintain its
  confidentiality and security.
- I understand that access to health information created, received, or maintained by UF Health or its affiliates is limited to those who have a valid business, medical, or professional need to know the information. I understand that UF Health has implemented administrative, technical, and physical safeguards to protect the confidentiality and security of PHI, and I agree not to bypass or disable these safeguards.
- I understand that I will be given a unique User ID and password to access electronic health, operational, proprietary, employee or other confidential information. I understand that my User ID and password are confidential, that I am responsible for safekeeping my password, that I am also responsible for any activity initiated by my User ID and password, and that in certain circumstances my User ID and password may be equivalent to my legal signature. If I suspect that my User ID or password has been compromised, I should immediately contact UF Health IT.
- I have no expectation of privacy when using UF Health information systems. UF Health shall have the right to record, audit, log, and/or monitor access to or use of its information systems that is attributed to my User ID. I agree to practice good workstation security measures on any computing device that uses or accesses a UF Health information system. Good security measures include, but are not limited to, maintaining physical security of electronic devices, never leaving a device unattended while in use, and adequately shielding the screen from unauthorized viewing by others.
- I understand that only encrypted and password protected devices may be used to transport PHI or other Restricted Data.
- I understand that smartphones and other mobile devices used to access UF Health information systems must be configured to encrypt any Restricted or Sensitive Data, including photographs and videos, in persistent storage. I understand that I may access and/or use UF Health confidential or Restricted Data only as necessary to perform my job-related duties and that I may disclose (i.e., share) confidential or Restricted Data only to authorized individuals with a need to know that information in connection with the performance of their job functions or professional duties.
  - Restricted Data: Data in any format collected, developed, maintained, or managed by or on behalf of UF Health, or
    within the scope of UF Health's activities, that are subject to specific protections under federal or state law or
    regulations or under applicable contracts (e.g., medical records, Social Security numbers, credit card numbers, Florida
    driver licenses, and export controlled data).
  - 2. Sensitive Data: Data whose loss or unauthorized disclosure would impair the functions of UF Health, cause significant financial or reputational loss, or lead to likely legal liability (e.g., financial information, salary information, hospital policies, research work in progress, and copyrighted or trademarked material).
- I understand that upon termination of my employment / affiliation / association with UF Health, I will immediately return or destroy, as appropriate, any confidential or Restricted Data in my possession. I understand that my confidentiality obligations under this Agreement will continue after the termination of this Agreement and after termination of my employment or affiliation with UF Health.
- I agree to immediately report any known or suspected violation of the confidentiality or security of PHI of patients of UF Health to either UF Health IT or to the UF Health Privacy Office.
- I understand that violations of this Agreement may result in revocation of my user privileges and/or disciplinary action, up to and including termination, and that UF Health may seek any civil or criminal recourse and/or equitable relief.

By signing or by entering my name and other identifying information on this Agreement, I acknowledge that I have read this Agreement and agree to comply with all the terms and conditions stated above.		
Print Name	Entity or Department	
Signature	Date	Badge # or UF ID #
E-mail		

\*For purposes of this agreement, UF Health includes the University of Florida Board of Trustees for the benefit of the University of Florida College of Medicine, Shands Jacksonville Medical Center, Inc., and Shands Teaching Hospital & Clinics, Inc.

Revised 8/17/15 PS127045