



## **CONFIDENTIALITY, NON-DISCLOSURE & APPROPRIATE USE AGREEMENT**

FAU has a legal responsibility to safeguard the confidentiality and security of our patients' protected health information ("PHI") as well as operational, proprietary, and student and employee information (collectively "FAU Confidential Information"). This information may include, but is not limited to, patient health records, as well as information regarding human resources, payroll, fiscal matters, 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, faculty, physicians, and third parties, whether temporary or permanent, paid or not paid, visiting, or designated as affiliates or associates, who are employed by, contracted with, or under the direct control of FAU. This Agreement also applies to all users who are granted access to FAU-issued computing and technology resources (e.g., desktops, laptops, tablets, mobile phones, printers, etc.), application systems or access to the FAU network, whether the user is affiliated with FAU or not, and whether access to or use of the information systems occurs locally or from remote locations. I hereby agree as follows:

- I will maintain patient privacy and protect and safeguard the confidentiality and security of PHI and FAU Confidential Information in accordance with Florida and federal laws and FAU policies and procedures.
- I understand that access to health information created, received, or maintained by FAU or its affiliates is limited to those who have a valid business, medical, or professional need to know the information. I understand that FAU 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 will not disclose any PHI to any individual or third party, except as specifically authorized by FAU policies and procedures, and upon receiving a written authorization from the patient (unless otherwise required by applicable law), and then only on a need-to-know basis.
- I will not use any PHI in an inappropriate, unethical, detrimental or unauthorized manner.
- I will not discuss any information regarding FAU or patients in an area where unauthorized individuals may overhear such information, including waiting rooms, hallways, elevators and other public areas. I understand that it is strictly prohibited to discuss any FAU Confidential Information or PHI in public areas even if a patient's name is not used.
- I understand that I will be given a unique User ID and password to access electronic health, operational, proprietary, student or employee or other confidential information. I understand that my User ID and password are confidential, may only be used by me, 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 FAU's Office of Information Technology ("FAU OIT").
- I have no expectation of privacy when using FAU information systems. FAU 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 FAU 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 (defined below).
- I understand that smartphones and other mobile devices used to access FAU information systems must be configured to encrypt any Restricted or Sensitive Data (defined below), including photographs and videos, in persistent storage. I understand that I may access and/or use FAU Confidential Information, Restricted Data and Sensitive Data only as necessary to perform my job-related duties and that I may disclose (i.e., share) FAU Confidential Information, Restricted Data, and/or Sensitive Data only to authorized individuals with a need to know that information in connection with the performance of their job functions or professional duties.
  1. *Restricted Data*: Data in any format collected, developed, maintained, or managed by or on behalf of FAU, or within the scope of FAU'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 FAU, cause significant financial or reputational loss, or lead to likely legal liability (e.g., financial information, salary information, policies, research work in progress, and copyrighted or trademarked material).
- I understand that upon termination of my employment/affiliation/association with FAU, I will immediately return or destroy, as appropriate, any FAU Confidential Information, Restricted Data and Sensitive 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, affiliation or association with FAU.
- I agree to immediately report any known or suspected violation of the confidentiality or security of PHI of patients of FAU to FAU's Chief Compliance Officer.
- I understand that violations of this Agreement may result in revocation of my user privileges and/or disciplinary action, up to and including termination of my employment, affiliation or association with FAU, and that FAU may seek any civil or criminal recourse and/or equitable relief.

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☐ 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 of the terms and conditions stated above.

Print Name	Entity or Department	
Signature	Date	FAU ID#
Email		