

# SUNY UPSTATE MEDICAL UNIVERSITY CONFIDENTIALITY AGREEMENT

Printed Name: \_\_\_\_\_

SUNY Employee ID #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Employee: \_\_\_\_\_

Non-Employee: \_\_\_\_\_

Nursing Service: \_\_\_\_\_

**IMPORTANT:** Please read all sections. If you have any questions, please ask before signing.

## 1. Confidentiality of Patient Information

I understand and acknowledge that: (i) services provided to patients are private and confidential; (ii) to enable such services to be performed, patients provide personal information with the expectation that it will be kept confidential and used only by authorized persons as necessary; (iii) all information may exist, including oral, written, printed, photographic and electronic formats (collectively, the “Confidential Information”) is strictly confidential and is protected by federal and state laws and regulations that prohibit its unauthorized use or disclosure; and (iv) in the course of my employment/affiliation with SUNY Upstate Medical University (“Upstate”), I may be given access to certain Confidential information.

## 2. Disclosure, Use and Access

I agree that, except as authorized in connection with my assigned duties, I will not at any time use, access, or disclose any Confidential Information to any person (including but not limited to co-workers, friends and family members). I understand that this obligation remains in full force during the entire term of my employment/affiliation and continues in effect after such employment/affiliation terminates.

## 3. User Accounts, Passwords and Electronic Signatures

I agree that: (i) any unique access codes provided to permit my access to electronic systems will not be shared with any other individual and shall be kept secure and confidential; (ii) all electronic transactions are logged and subject to periodic audit; (iii) violation of laws, policies, or this agreement may result in termination of access and other sanctions; and (iv) I certify that affixing my electronic signature to sign and authenticate electronic documents and entries is my intentional method of authenticating information and has the same effect as my legal handwritten signature.

## 4. Return of Confidential Information

Upon the termination of my employment/affiliation for any reason, or at any other time upon request, I agree to promptly return to Upstate or my employer all copies of business, administrative and patient confidential information that is individually identifiable in my possession or control (including all printed and electronic copies), unless retention is specifically required by law, regulation or for special issues as outline in the University Hospital Administrative Confidentiality Policy.

## 5. Periodic Certification

I understand that I may be required to periodically certify that I have complied in all respects with the Agreement, and I agree to so certify when requested.

## 6. Violations

I understand and acknowledge that: (i) the restrictions and obligations I have accepted under this Agreement are reasonable and necessary in order to protect the interests of patients, Upstate and my employer (if different from Upstate); and (ii) I am required to comply with laws and regulations and (iii) my failure to comply with this agreement in any respect could subject me to sanctions by both Upstate as well as third parties. Such sanctions may include but are not limited to disciplinary measures up to and including termination of employment or affiliation, and the imposition of civil or criminal penalties.