

CONFIDENTIALITY AGREEMENT
FLORIDA INTERNATIONAL UNIVERSITY
FIU Health
FACULTY GROUP PRACTICE
FIU-HCN
FIU-HWCOM

Applies to all FIU "workforce members" including: employees, agents; volunteers; agency, temporary personnel; trainees and students engaged in activities related to providing clinical care to patients of FIU Health, including the FIU Faculty Group Practice (the "Faculty Group Practice") and Green Family Foundation (GFF) NeighborhoodHELP™ of HWCOM. The Faculty Group Practice is comprised of health care practitioners (and the supporting clinical and administrative functions) providing clinical services on behalf of FIU for which the Florida International University Health Care Network Faculty Group Practice, Inc. ("FIU-HCN") bills and collects.

It is the responsibility of all Florida International University ("FIU") workforce members engaged providing or supporting the provision of clinical care to patients on behalf of FIU Health, as defined above, to preserve and protect confidential patient, employee and business information.

Several State of Florida and federal laws govern the confidentiality and release of patient, personal, and student information. These laws include, without limitation, the federal Health Insurance Portability Accountability Act of 1996 ("HIPAA"), 42 U.S.C. § 290dd-2 (governing confidentiality of substance abuse records), the Family Educational Rights and Privacy Act, and Sections 90.503, 381.004, 456.057, and 397.501 of the Florida Statutes govern the use and release of patient identifiable information by health care providers. These laws establish protections to preserve the confidentiality of various medical and personal information and specify that such information may not be disclosed except as authorized by law, the patient or the patient's legal guardian or representative. In addition, University policies govern the disclosure of FIU's proprietary business information.

Confidential Patient Care Information includes: Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history, mental, or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in HIPAA as "protected health information.") Examples include, but are not limited to:

- Patient medical and psychiatric records in any form (including paper, electronic, photographs, video), diagnostic and therapeutic reports, laboratory and pathology samples ;
- Patient insurance and billing records;
- Visual observation of patients receiving medical care or accessing services; and
- Verbal information provided by or about a patient.

Confidential Employee and Business Information includes: but is not limited to, the following:

- Employee home telephone number and address;
- spouse or other relative names;
- Social Security number or income tax withholding records;
- Financial information and credit card numbers;
- Information related to evaluation of performance;
- Information regarding matters undertaken within the clinical performance improvement or risk management processes;
- Other such information obtained from the FIU's records which if disclosed, would constitute an unwarranted invasion of privacy; and
- Proprietary business information.

I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care, risk management and/or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to the Herbert Wertheim College of Medicine, the Faculty Group Practice and the FIU-HCN including business, employment and medical information relating to our patients, employees, students and health care providers.
3. I shall only access or disseminate patient care information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with officially adopted by FIU, the FIU Academic Health Center and FIU-HCN and GFF NeighborhoodHELP policies or procedures, or where no officially adopted policy exists, only with the express approval of my supervisor or designee. I shall make no voluntary disclosure of any discussion, deliberations, patient care records or any other patient care, student, peer review or risk management information, except to persons authorized to receive it or as requested by my supervisor, the FIU Office of the General Counsel, the AHC Compliance Officer, or other authorized FIU personnel.
4. FIU performs audits and reviews patient records in order to identify inappropriate access.
5. I agree to discuss confidential information only in settings related to the work place and the curriculum, and only for job and educational purposes and to not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information.
6. My obligation to safeguard patient confidentiality continues after my termination of employment with FIU, or, for students, after the end of my clinical rotation.

I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement I acknowledge that the FIU may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination from FIU, or for students, discipline in accordance with the Student Code, which can include expulsion from the University

I understand that my unauthorized use or disclosure of Confidential Information, as described above, may subject me to criminal prosecution.

Dated: _____

Signature: _____

Print Name: _____

Panther ID: _____