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BrowardHealth.org

CONFIDENTIALITY AND DATA SECURITY AGREEMENT

I understand that Broward Health has a legal and ethical responsibility to safeguard the privacy of all patients. Additionally, Broward Health must ensure the confidentiality of its computer systems and patient identifiable health information. As a person or representative or employee of an organization who may be viewing documentation or involved in the treatment or care of Broward Health patients, I understand that I must sign and comply with this Agreement in order to obtain authorization for access to Broward Health computer systems and patient identifiable health information. I attest that I will take all necessary precautions to protect the confidentiality, integrity and the availability of the information within the system.

By signing below, I agree to the following conditions:

1. My username and password are the equivalent of my signature.
2. I am the only person authorized to use my username and password. I will not disclose my password to anyone or allow others to use my username.
3. I will choose a password which I can remember and that is difficult for others to guess.
4. I will not write my password where another individual may find it.
5. I will log out or secure my workstation whenever I leave the workstation unattended.
6. I will not use a workstation which has been logged onto by another user unless I log them out.
7. I will not attempt to learn another person's username/password and I will not attempt to access information using a username other than my own.
8. All information gained by my password will be treated as confidential and never be released to any person unless I have been authorized to release that information.
9. I understand that I will be held responsible for all actions which I allow to occur under my username, or which occur due to my negligence. If I am a physician, I will also be responsible for all actions of any staff member who obtains access to Broward Health computer systems.
10. I will only access and use Broward Health patient identifiable health information in accordance with applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) (<https://www.hhs.gov/hipaa/for-professionals/index.html>) and the Florida Information Protection Act (FIPA) (http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0500-0599/0501/Sections/0501.171.html).
11. I attest that I shall only access the minimum amount of information necessary within my job duties and responsibilities.
12. I understand that Broward Health maintains audit trails of access to information and system activity and that the audit trail may be reviewed at any time.
13. I will use all information gained through Broward Health's computer system for the benefit of my patients.
14. I will report any and all suspected privacy and security breaches to the Compliance Department at Broward Health: 1.888.511.1370 or privacy@browardhealth.org.
15. I understand that violation of this Agreement may result in corrective action, up to and including immediate termination of my access, termination of this Agreement and/or legal prosecution and notification of law enforcement officials`

16. I understand that by accessing a patient's record, I am affirmatively representing to Broward Health that at the time of each access, I have a requisite business need to know and that Broward Health may rely on that representation in granting such access to me.

Site Name

Research Study (*if applicable*)

Full Name Site Administrator

Signature Date

Full Name Staff Member

Signature Date