

CONFIDENTIALITY AGREEMENT

This Agreement applies to all individuals who act on behalf of the Cal Poly Corporation (CPC or Corporation) who have access to Confidential Health Information and Confidential Employee and Business Information, including, but not limited to, its employees and agents (including faculty, staff, or students); volunteers; and interns, and trainees regardless of whether they are CPC employees or agents or rotating through the CPC or University facilities from another institution, including the California Polytechnic State University (CPSU, Cal Poly or University).

It is the responsibility of all CPC employees or agents (including employees, students, volunteers, interns and trainees) to preserve and protect Confidential Information, including Health Information and Employee and Business Information for any patient or participant in any research or activity.

The Federal Health Insurance Portability Accountability Act (HIPAA) Privacy Law, the Confidentiality of Medical Information Act (California Civil Code - 56 et seq.) and the Lanterman-Petris-Short Act (California Welfare & Institutions Code - 5000 et seq.) govern the release of patient identifiable information by hospitals and other health care providers. The State Information Practices Act (California Civil Code §§1798 et seq.) governs the acquisition and use of data that pertains to individuals. All of 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 or the patient or individual. Although CPC is not a healthcare provider, in the course of engaging in research activities, CPC employees and agents may gain access to Confidential Health Information and Employee and Business Information of patients or participants and must maintain confidentiality of that data at all times.

Confidential Health Information includes: Any individually identifiable information in possession or derived from a provider of health care regarding a patient's or participant's medical history, mental, or physical condition or treatment, as well as the patients or participants and/or their family members records, test results, conversations, research records and financial information. Examples include, but are not limited to:

- Physical medical and psychiatric records including paper, photo, video, diagnostic and therapeutic reports, laboratory and pathology samples;
- Patient insurance and billing records;
- Mainframe and department based computerized patient or participant data and alphanumeric radio pager messages;
- Visual observation of patients or participants receiving medical care or accessing services; and
- Verbal information provided by or about a patient or participant.

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;
- Information related to evaluation of performance;
- Other such information obtained from the University's records which if disclosed, would constitute an unwarranted invasion of privacy; or
- Disclosure of Confidential business information that would cause harm to the CPC or University.

Peer review and risk management activities and information are protected under California Evidence Code §1157 and the attorney-client privilege.



I understand and acknowledge that:

- 1. I shall respect and maintain the confidentiality of all discussions, deliberations, patient or participant records and any other information generated in connection with individual patient or participant 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 CPC projects, including Confidential Employee and Business Information and Health Information relating to our patients, participants, members, and employees.
- 3. I shall only access or disseminate participant 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 policies of CPC, 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 or participant records or any other patient or participant information, peer review or risk management information, except to persons authorized to receive it in the conduct of CPC projects.
- 4. CPC performs audits and reviews patient and participant records in order to identify inappropriate access.
- 5. My user ID is recorded when I access electronic records and that I am the only one authorized to use my user ID. Use of my user ID is my responsibility whether by me or anyone else. I will only access the minimum necessary information to satisfy my job role or the need of the request.
- 6. I agree to discuss Confidential Information only in the work place and only for job related 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.
- 7. I understand that any and all references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specifically protected under law and unauthorized release of confidential information may make me subject to legal and/or disciplinary action.
- 8. I understand that the law specially protects psychiatric and drug abuse records, and that unauthorized release of such information may make me subject to legal and/or disciplinary action.
- 9. My obligation to safeguard confidentiality of all confidential patient or participant information continues after my termination of employment with the Cal Poly Corporation.

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 Cal Poly Corporation may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination.

Print Name _____

Signature: _____

Department: _____

Date: _____

Project: _____