

**State University of New York
College of Optometry and the University Eye Center**

Confidentiality Agreement

As a faculty member, employee, student, affiliate, visitor or volunteer at The State University of New York College of Optometry (SUNYOPT) and/or University Eye Center (UEC), you may have access to what this Agreement refers to as "Confidential Information." The purpose of this Agreement is to help you understand your responsibility regarding Confidential Information.

"Confidential information" includes, but is not limited to personal information about patients, employees, students, volunteers (e.g. health information, academic information, financial information, business information, etc. relating to SUNYOPT and/or UEC). You may learn or have access to confidential information through SUNYOPT and UEC computer systems (which include but are not limited to the clinical, student and financial information systems) through interactions with SUNYOPT and/or UEC.

As an individual having access to confidential information, you are required to conduct yourself in strict conformance with applicable laws and SUNYOPT and/or UEC policies governing confidential information. As a condition of your employment or affiliation to SUNYOPT and/or UEC, you are required to acknowledge and abide by these duties. A violation of any of these duties will subject you to discipline, which might include, but is not limited to, dismissal of your relationship (faculty appointment, employment, student, consulting, etc.) with SUNYOPT and/or UEC, in addition to legal and/or financial liability.

I understand that I may have access to electronic, printed, or spoken confidential information, which may include, but is not limited to, information relating to:

- Patients - including Protected Health Information (PHI), records, conversations, patient demographic and financial information, etc.;
- Employees - including salaries, employment records, disciplinary actions, etc.;
- Students - including enrollment, grade and disciplinary information;
- Research - including PHI created, collected, or used for research purposes;
- SUNYOPT and/or UEC - including but not limited to financial and statistical records, internal reports, memos, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.;
- Third party information - including computer programs, client and vendor proprietary information, source code, proprietary technology, etc.;
- Personal Identifying Information (PII) used in other contexts.

Accordingly, as a condition of, and in consideration of my access to confidential information, I acknowledge that:

1. I will use confidential information only as needed by me to perform my legitimate duties as defined by my relationship (faculty, employment, student, visitor, consulting, etc.) with SUNYOPT and/or UEC.
 - I will not access confidential information which I have no legitimate need to know.
 - I will not in any way access, divulge, copy, release, alter, revise, or destroy any confidential information except as properly authorized within the scope of my relationship with SUNYOPT and/or UEC.
 - I will not misuse or carelessly handle confidential information.
 - I understand that it is my responsibility to assure that confidential information in my possession is maintained in a physically secure environment.
2. I will safeguard and will not disclose to any other person my access code (password) or any other authorization code that allows me access to confidential information. I will be responsible for misuse or wrongful disclosure of confidential information that may arise from sharing access codes with another person and/or for failure appropriately to safeguard my access code or other authorization to access confidential information.

- I will lock/log off application, terminal or workstation when not in use or leaving work area.
 - I will not log on to a system or access confidential information to allow another person access to that information or to use that system.
 - I will report any suspicion or knowledge that my access code, authorization, or any confidential information has been misused or disclosed without SUNYOPT and/or UEC authorization.
 - I will not download or transfer computer files containing confidential information to any non-SUNYOPT, and/or non-UEC owned computer, data storage device, portable device, telephone, or other device capable of storing digitized data.
 - I will only print documents containing confidential information in a physically secure environment, will not allow other persons' access to printed confidential information, will store all printed confidential information in a physically secure environment, and will destroy all printed confidential information when my legitimate need for that information ends in a way that protects the confidentiality of the information.
3. I will follow SUNYOPT and/or UEC policies and procedures regarding the use of any portable devices that may contain confidential information including the use of encryption or other equivalent method of protection.
 4. I acknowledge my obligation to report to my supervisor, Compliance Officer and/or Information Security Officer any practice by another person that violates these obligations or puts SUNYOPT, UEC, its personnel, its students or its patients at risk of a disclosure of confidential information.
 5. I will only use my SUNYOPT email account to send and receive message that may include confidential information and will not use email to send confidential information to other parties outside of SUNYOPT without protection to prevent unauthorized access.
 6. If I am involved in research, any research utilizing individually identifiable protected health information will be performed in accordance with federal, state, local and Institutional Review Board policies.
 7. If I no longer need confidential information, I will dispose in a way that assures others cannot use or disclose it including following SUNYOPT and/or UEC policies and procedures for disposal of printed confidential information or electronic equipment that may contain confidential information.
 8. I understand that my communication using the SUNYOPT network is not private and the content of my communication may be monitored to protect the confidentiality and security of the data.
 9. I understand that my obligation under this Agreement will continue after termination of my relationship with SUNYOPT and/or UEC.
 10. I understand that I have no right or ownership interest in any confidential information referred to in this Agreement. SUNYOPT and/or UEC may at any time revoke my access code, or access to confidential information. At all times during my relationship, I will act in the best interests of SUNYOPT and/or UEC.

Name (print)

Date

Name (sign)

Department