

# BAPTIST HEALTH LEXINGTON VOLUNTEER CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT** is between **BAPTIST HEALTHCARE SYSTEM, INC. d/b/a/ BAPTIST HEALTH LEXINGTON** (“Baptist Health Lexington”) and the Volunteer acknowledging this agreement below (“Volunteer”).

In consideration of Baptist Health Lexington’s relationship with Volunteer Services continuation of such relationship, as the case may be, and for other valuable consideration, the parties agree as follows:

1. **PURPOSE OF AGREEMENT.** Baptist Health Lexington recognizes the importance of protecting confidential information concerning parties, their families, medical staff members, employees, and Volunteers in the operation of the hospital as well as the importance of protecting the proprietary information of the hospital. Each Volunteer, in the performance of his or her duties as a volunteer at Baptist Health Lexington may have access to confidential patient information, confidential medical staff information, confidential employee information or proprietary hospital information. The purpose of this agreement is to document the understanding and agreement of Baptist Health Lexington Volunteers to maintain the confidentiality of such information at all times, both at the hospital and outside the hospital. More specifically, patient information should only be relayed to those persons involved with the patient’s treatment; persons designated by Baptist Health Lexington who are responsible for quality improvement; or as requested by Risk Management, BHS Legal Department and/or the hospital’s defense firm as necessary for Risk and Claims Management activities. Furthermore, this Agreement is to obtain acknowledgement of the Volunteer that he or she may be given a security code in order to access from authorized terminals a variety of confidential information and that such security code must be maintained by the Volunteer as confidential information.
2. **STATUS OF VOLUNTEER.** Volunteer has an at will relationship with Baptist Health Lexington and the execution of this Agreement does not change that status or create any contractual relationship or employment agreement between Volunteer and Baptist Health Lexington. Volunteer acknowledges that he/she is executing this Agreement, not as an employment agreement, but as a condition of and in consideration of Volunteer’s relationship with Baptist Health Lexington.
3. **SCOPE OF AGREEMENT.** Volunteer agrees to follow all policies and procedures, rules and regulations of Baptist Health Lexington including, but not limited to the following:
  - a. Volunteer will protect the confidentiality of patient, medical staff, employee, volunteer and proprietary hospital information as well as any privileged or confidential information obtained during the course of investigation of a hospital incident, claim or lawsuit. The Volunteer will not release such confidential information to any unauthorized source.
  - b. Volunteer understands and agrees not to access or attempt to access information unless Volunteer has authorized access and access to the information is needed to perform his or her volunteer duties.
  - c. Volunteer agrees not to disclose any security code he or she may be given by Baptist Health Lexington for access to computer information to anyone, including any other employee or volunteer of Baptist Health Lexington.
  - d. Volunteer agrees not to use any security code of any other person.
  - e. Volunteer agrees not to write down passwords or security codes that would make them accessible to other individuals.

f. Volunteer will report breaches of this Confidentiality Agreement by others to the Leader of Volunteer Services. Volunteer understands that failure to report breaches may subject Volunteer to a discontinuation of relationship with the hospital.

g. Volunteer understands that any security codes he or she may be given by Baptist Health Lexington to obtain access to patient medical records is his or her electronic signature on such medical records.

4. **BREACH OF AGREEMENT**. Volunteer understands that breach of any provision of this Agreement may result in immediate termination of relationship, at the option of Baptist Health Lexington, in addition to any other rights and remedies available at law, which Baptist Health Lexington may pursue.

5. **SEVERABILITY**. If a court of competent jurisdiction holds any provision of this Agreement invalid such invalidity shall not affect the enforceability of any other provisions contained in the Agreement and the remaining portions of this Agreement shall continue in full force and effect. The obligations in Section 3 of this Agreement shall survive termination of relationship.

6. **JURISDICTION**. Volunteer agrees to be subject to the jurisdiction of the courts of Fayette County in the Commonwealth of Kentucky in connection with the performance and enforcement of this Agreement and further agrees that the provisions of this Agreement shall be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Kentucky.