

**BAYHEALTH MEDICAL CENTER, INC.**  
**NON-EMPLOYEE CONFIDENTIALITY AGREEMENT**

**IMPORTANT:** Read all sections. If you have questions, please ask them before signing.

1. I recognize that the services provided by Bayhealth Medical Center (the “Organization”) for its patients are private and confidential; and that to enable the Organization to perform those services, patients must furnish information to the Organization with the understanding that it will be kept confidential and used only by authorized persons as necessary in providing these services. I understand that the good will of the Organization depends upon keeping services and information confidential. I understand that there are certain legal obligations with respect to confidential information and that by reason of my duties I may receive or have access to verbal, written or electronic information concerning patients and services performed by the Organization even though I may not furnish the services performed for these patients.
2. In addition to patient records or other information, confidential information (“Confidential Information”) includes other business information related to the Organization’s facilities and business functions, as well as employee information. Confidential Information may be in oral, written or electronic form.
3. I hereby agree, except as directed by the Organization, that I will not access any information that I do not have a need to know in order to conduct legitimate business. I understand that audio, video or other electronic recording of any kind is strictly prohibited.
4. I will not disclose any Confidential Information whatsoever to any person or entity by any means, at any time during or after my duties at or involving the Organization, except as may be directed by the Organization or by legal process.
5. I agree that I will not attempt to use any Confidential Information for my own advantage. I understand that confidential information will be disposed of in accordance with Bayhealth policy.
6. I recognize that the unauthorized access or disclosure of information by me may violate State or Federal laws and do irreparable injury to the Organization or to the patient or employee. Any violation of confidentiality or any of these provisions may result in termination of any contract or agreement with Organization or in disciplinary or legal action being taken against me. Violations will be reported to my employer/supervisor. I understand that violations of confidentiality and privacy laws may also result in criminal and/or civil liability or fines.
7. I understand that this Agreement is for the purpose of compliance with regulations and with Bayhealth’s policies. I understand that this Agreement is not a contract for employment and does not create any employment relationship.

I have read all of the above sections of this Agreement, and I understand them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Employer