

CONFIDENTIALITY AND SECURITY AGREEMENT

As an employee, contractor, or temporary employee of _____ (throughout this document referred to as the company) you may have access to confidential information including patient, financial or business information obtained through your association with the company. The purpose of this Agreement is to help you understand your personal obligation regarding confidential information. Signed acknowledgement of this form is required prior to issuance of computer network or application credentials (user ID and password).

Confidential information is valuable and sensitive and is protected by law and by strict company policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires protection on confidential information. Inappropriate disclosure of company or employee data may result in the imposition of fines up to \$250,000.00 and ten years per incident.

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

- 1) I will not access confidential information for which I have no legitimate need to know and for which I am not an authorized user.
- 2) I will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information unless expressly permitted by existing policy except as properly approved in writing by an authorized officer of the company.
- 3) I will not utilize another user's password in order to access any system nor will I reveal my computer credentials to anyone else for any reason. I accept personal responsibility and understand that I will be held accountable for all activities occurring under my computer credentials.
- 4) If I observe or have knowledge of unauthorized access or divulgence of confidential information I will report it immediately to my supervisor.
- 5) I will not seek personal benefit or permit others to benefit personally by any confidential information that I may have access to or that I access as an unauthorized user.
- 6) I understand that all information, regardless of the media on which it's stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.) is the property of the company and shall not be used inappropriately or for personal gain. I also understand that the company reserves the right to inspect or monitor any company owned, leased, or controlled computer, computer device, network, computer facility, storage device, email or telephone system at any time for any reason and that the company may divulge any information found during such inspections or monitoring to any party it deems appropriate. I understand that I should not consider electronic communications to be either private or secure, nor have an expectation of privacy in anything I create, store, send or receive on the computer or network.
- 7) I understand that my failure to comply with this Agreement may result in corrective action, which might include, but is not limited to, termination of employment and/or loss of my privileges within the company, as well as potential civil or criminal penalties.

By signing this agreement, I acknowledge that Employer's Resource Group, Inc. has an active on-going program to review records and transactions for inappropriate access and I understand access or disclosure of information can result in penalties up to and including termination of employment and/or legal action.

Signature _____ **Date** _____

Print Full Name: _____ **Department:** _____

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