

## CONFIDENTIALITY AND SECURITY AGREEMENT

As an employee, contractor, subcontractor, volunteer, service provider, or temporary employee of the Peninsula Regional Support Network (PRSN), you may have access to confidential information including consumer, financial, or business information obtained through your association with PRSN. The purpose of this Agreement is to help you understand your personal obligation regarding confidential information. Confidential information is valuable and sensitive and is protected by law and by strict PRSN policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires protection of confidential information contained within our information system. Inappropriate disclosure of client data may result in the imposition of fines up to \$250,000 and ten years imprisonment per incident.

Accordingly, as a condition of, and in consideration of, my access to confidential information, I will abide by the following:

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 PRSN within the scope of my association with PRSN.
3. I will not utilize another user's password in order to access any system. I will not reveal my computer access code to anyone else unless I am able to confirm the legitimacy of the request and the requestors. **I accept personal responsibility for all activities occurring under my password.**
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 will respect the ownership of proprietary software and not operate any non-licensed software on any computer.
7. I understand that all information, regardless of the media on which its stored (paper, computer, videos, recorders, etc.), the system which processes it (computers, voice mail, telephone systems, faxes, etc.), or the methods by which it's moved (electronic mail, face to face conversation, facsimiles, etc.) is the property of PRSN and shall not be used inappropriately or for personal gain. I also understand that all electronic communication shall be monitored and subject to internal and external audit.
8. I agree to abide by all PRSN rules and regulations as specified in PRSN Policies unless specifically altered by a separate contractual agreement.
9. I understand that my failure to comply with this Agreement may result in disciplinary action, which might include, but is not limited to, contract termination, and/or loss of my privileges within PRSN.

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

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Signature

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Print Name/Agency

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Date

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Witness

(Rev. 9/2005)