



CONFIDENTIALITY AND SECURITY AGREEMENT

The purpose of this Agreement is to help you understand your personal obligation regarding confidential information that you may have access to through your association with the SBH-ASO. Confidential information is valuable and sensitive and is protected by law and by strict SBH-ASO policies. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 CFR Part 2 require 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 SBH-ASO within the scope of my association with SBH-ASO.
- 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. If I believe that someone else has used my Login, User ID and/or password, I will immediately report the matter to my supervisor.
- 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 SBH-ASO 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 SBH-ASO rules and regulations as specified in SBH-ASO 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 SBH-ASO.

By signing this agreement, I acknowledge that SBH-ASO 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.

Signature

Print Name/Agency

Date

Witness