

Harbin Clinic Security and Confidentiality Agreement

I understand that the Harbin Clinic, L.L.C. (Clinic), for whom I work, volunteer or provide services has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health and financial information. Additionally, the Clinic must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, with patient identifiable health information, "Confidential Information").

In the course of my affiliation with the Clinic, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Clinic's Security and Privacy Policies. I further understand that I must sign and comply with this Agreement in order to obtain access to Confidential Information.

1. I will not disclose any Confidential Information with others, including friends or family, except as authorized by Clinic policy.
2. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information, except as authorized by Clinic policy.
3. I will not discuss Confidential Information where others can overhear the conversation. It is not acceptable to discuss Confidential Information even if the patient's name is not used.
4. I will not make any unauthorized transmissions, inquiries, modifications, or purging of Confidential Information, including medical and financial records of my family, friends, or myself.
5. I agree that my obligations under this Agreement will continue after termination of my affiliation with the Clinic. Protected Health Information may never be divulged. All other Clinic information may not be discussed for a minimum of 5 years.
6. Upon termination, I immediately will turn over any documents or media containing Confidential Information to the Clinic.
7. I understand that I have no right to any ownership interest in any information accessed or created by me during my relationship
8. I will act in the best interest of the Clinic and in accordance with its Code of Conduct at all times during my relationship with the Clinic.
9. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension and loss of privileges, and/or termination of authorization to work within the Clinic, in accordance with the Clinic's policies.
10. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
11. I understand that I should have no expectation of privacy when using Clinic systems. The Clinic may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
12. I will practice good workstation security measures such as using screen savers with activated passwords appropriately and position screens away from public view.
13. I will practice secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with approved security standards.
14. I will:
 - A. Use only my officially assigned User-ID and password.
 - B. Use only approved licensed software.
 - C. Use a device with virus protection software.
15. I will never:
 - A. Share/disclose user-ID's or passwords.
 - B. Use tools or techniques to break/exploit security measures.
 - C. Connect to unauthorized networks through the systems or devices.
 - D. Remove data from the workplace.
16. I will notify my manager, Security Officer, Risk Manager, or Compliance Officer if my password has been disclosed, or otherwise compromised.

The following, in addition to the above statements, apply to physicians using Clinic systems containing patient identifiable health information information:

17. I will only access software systems to review patient records when I have that patient's consent to do so. By accessing a patient's record, I am affirmatively representing to the Clinic at the time of each access that I have the requisite patient consent to do so, and the Clinic may rely on that representation in granting such access to me.
18. I will insure that only appropriate personnel in my office will access the Clinic software systems and Confidential Information.

Signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature and Department

Date

Printed Name