

## APPENDIX 1: CONFIDENTIALITY AND INFORMATION ACCESS AGREEMENT

### *Summary*

Three Pillars is dedicated to safeguarding and maintaining the confidentiality, integrity, and availability of our patient, employee, and proprietary information (collectively “Confidential Information”) regardless of whether the information is written, electronic or verbal.

- Patient information or protected health information (“PHI”), is any personal, or medical information that relates to a patient’s treatment, payment, or the health care operations of Three Pillars.
- Employee records include information about employees’ salaries, benefits, performance reviews, medical information and other human resources’ matters.
- Proprietary information is private (not publically available) information about Three Pillars operations, associates, plans, development, financial information, strategies, purchasing, marketing, etc.

This Confidentiality and Information Access Agreement (“Agreement”) is required to be read, signed, and complied with by all users as a condition of access to any information system. The user signing this Agreement may only access, use, and disclose Confidential Information as needed to perform his/her job responsibilities as allowed by law, organization policies and procedures, and/or as agreed upon between the user and Three Pillars.

Such obligations continue after the individual is no longer employed by Three Pillars

1. I understand and agree that I must safeguard and maintain the confidentiality, integrity, and availability of all Confidential Information I use, disclose, and/or access at all times, whether or not I am at work and regardless of how it was accessed.	2. I understand that access to all Three Pillars information systems including Email and Internet are intended for business usage.
3. I will only access, use, and/or disclose the minimum necessary Confidential Information needed to perform my assigned duties and disclose it to other individuals/organizations who need it to perform their assigned duties or as allowed by law. PHI is specifically protected, by law, from further disclosures without prior authorization.	4. I will only access or use the systems or devices that I am authorized to access and agree not to demonstrate the operation or function of any of Three Pillars information systems or devices to unauthorized individuals.
5. I will not access my own, or my family’s, PHI in any information system without prior Authorization from the HIPAA Security Office at Three Pillars (unless required to perform my job responsibilities).	6. I will not use tools or techniques to break/exploit security measures.
7. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.	8. I will not connect to unauthorized networks through Three Pillars systems or devices.
9. I will not download, copy, store, transmit or replicate any PHI from Three Pillars information systems to store or use on any other system or other portable media or devices or to any unauthorized user, except in situations whereby explicit approval to do so has been granted by the HIPAA Security Officer & Privacy Officer. If I received this approval to download data I will assume sole and absolute responsibility to manage and protect it based upon standards listed in this Agreement and according to the law.	10. I understand that I have neither ownership interest nor expectation of privacy in any information accessed or created by me during my relationship with Three Pillars. Three Pillars may audit, log, access, review, and otherwise utilize information stored on or passing through its systems for many reasons, including to maintain the confidentiality, integrity, and availability of Confidential Information.

11. I will not install any software program onto Three Pillars equipment without prior written approval from the Three Pillars IS Department	12. I will not use Three Pillars information systems to create, receive, maintain or transmit any communications consisting of discriminatory, harassing, obscene, solicitation, or criminal information.
13. I understand that my User Login ID(s) and password(s) are confidential and used to control access to Three Pillars information systems and an electronic signature(s) is the equivalent to my legal signature. I will not disclose my user ID or password to anyone nor allow anyone to access any information system using my User Login ID(s) and password(s) for any reason.	14. I will immediately report to HIPAA Security Office any activity that violates this agreement, Confidential Information laws, or any other incident that could have any adverse impact on Confidential Information.
15. I understand that I will be held accountable for all inquiries, entries, and changes made to any Three Pillars information system using my User Login ID(s) and password(s).	16. I will continue to maintain the confidentiality, integrity, and availability of all Confidential Information even after termination, completion, cancellation, expiration, or cessation of access to Three Pillars information systems.
17. I will only use my officially assigned, personal User Login ID(s) and password(s).	18. I agree to return any original and/or copied records and documents containing Confidential Information as well as any organizational keys, identification/access cards (badges), phones, wireless access devices, computers or any other device that would provide access to Three Pillars or its information systems.
19. I will immediately notify HIPAA Security Officer if my password has been seen, disclosed, or otherwise compromised.	20. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment or business relationship, suspension and loss of privileges, termination of authorization to work within Three Pillars, as well as legal actions.

Refer any questions related to this Agreement to the  
HIPAA Security Officer or the Privacy Officer.

By signing this Agreement, I agree that I have read, understand and will comply with its terms and conditions. Failure to read this Agreement is not an excuse for violating it. The HIPAA Security Officer may deny access to Three Pillars information systems if this Agreement is not returned signed and dated.

\_\_\_\_\_  
User Name (Print)

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Requestor's Immediate Supervisor Signature

\_\_\_\_\_  
Date

Please return this completed Agreement to: HIPAA Security Officer.