

LOMPOC VALLEY MEDICAL CENTER CONFIDENTIALITY AGREEMENT HIPAA & HITECH ACTS

Execution of this agreement and continued compliance with all of the promises made and obligations imposed below are conditions of receiving authorization for access to any information maintained by Lompoc Valley Medical Center.

I understand that, as part of my relationship with the Lompoc Valley Medical Center, I will be granted access to certain Confidential Information maintained by the Lompoc Valley Medical Center including but not limited to health records information. As a condition of my continued relationship, I agree that all such information that I obtain or view during the course of my relationship is to be held strictly confidential. I understand that Confidential Information includes, but is not limited to, all patient and health records information, quality assurance and utilization review information, strategic planning, data, computer password(s) issued to me, and proprietary information concerning any aspect of the Lompoc Valley Medical Center's operations.

I agree that any disclosures of, unauthorized use of, and/or unauthorized access to the Confidential Information will cause irreparable harm to the Lompoc Valley Medical Center, may be a violation of state and federal laws, and may cause immediate termination of my relationship. I undertake the following obligations with respect to Confidential Information:

1. To use Confidential Information for the sole purpose of performing the duties of my relationship as they pertain to my responsibilities with Lompoc Valley Medical Center.
2. Not to disclose any Confidential Information to any person whatsoever, except in direct connection with the performance of my responsibilities.
3. Not to copy or reproduce, or permit any other person to copy or reproduce, in whole or in part, any Confidential Information other than in the regular course of the services I am authorized and/or requested to perform.
4. To comply strictly with all Lompoc Valley Medical Center policies regarding security of the Confidential Information.
5. To report immediately to the Lompoc Valley Medical Center any unauthorized use, duplication, disclosure, and/or dissemination of Confidential Information by any person, including myself.
6. To protect the privacy and provide for the protection of PHI in compliance with the **Health Insurance Portability and Accountability Act of 1996**, Public Law 104-101 ("HIPAA") and the regulations promulgated thereunder, including, without limitation, the regulations codified at 45 CFR Parts 160, 162 and 164 (the "HIPAA Regulations"), and other applicable laws, in each case, as amended from time to time (collectively the "HIPAA Laws") including the **Security Rule and Health Information Technology for Economic and Clinical Health (HITECH) Act**, enacted as part of the American Recovery and Reinvestment Act of 2009, signed into law on February 17, 2009.

I agree to indemnify the Lompoc Valley Medical Center fully for any damages, including legal fees, the Lompoc Valley Medical Center may incur as a result of my breach of this Agreement. **I further agree that upon termination of my relationship with Lompoc Valley Medical Center, I will immediately notify Lompoc Valley Medical Center of my termination.**

I understand that wrongful disclosure of any Confidential Information may cause the Lompoc Valley Medical Center, my employer (if applicable), and patients irreparable harm, and I am responsible for federal and state penalties or compensation which may or may not be an adequate remedy. I agree that the Lompoc Valley Medical Center may seek injunctive relief if I breach, or attempt to breach this agreement and applicable laws. I agree that my obligations under this Confidentiality Agreement shall survive termination of my relationship, regardless of the reason for such termination. I agree to all terms of this agreement.

_____ Organization and/or Individual (Print)	_____ Signature	_____ Date
_____ Witness Required (Print)	_____ Signature	_____ Date

Rev 03/15/2016