

ATTACHMENT B

CONFIDENTIALITY AGREEMENT

Welcome to DRISCOLL HEALTH SYSTEM (Driscoll). While at Driscoll or at any Driscoll facility, you may have access to confidential and proprietary information including information regarding patients, associates, and the financial, administrative or health care operations of Driscoll (collectively "Driscoll Health Information"). Driscoll Health Information is not only a valuable and sensitive asset of Driscoll but is also protected by law and by Driscoll directives, policies, guidelines and procedures ("policies"). Driscoll Health Information is confidential to the extent required by law and the policies of Driscoll and it will only be used as necessary to care and treat the patients of Driscoll or to otherwise accomplish the mission and business objectives of Driscoll.

Driscoll Health Information includes, but is not limited to:

- Protected Health Information (PHI) and individually identifiable health information as defined under the Health Insurance Portability and Accountability Act (HIPAA).
- Limited data sets
- All other patient/member information (records of conversation, admitting information, financial information, etc.)
- Associate/physician/volunteer information (salary, employment records, personnel, health, disciplinary actions, etc.)
- Business and financial information (financial and statistical records, strategic business plans, internal reports, memos, contracts, peer review information, communications, etc.)
- Other information relating to Driscoll and information proprietary to other companies or persons that Driscoll has and/or uses in connection with the operations of Driscoll (computer programs, client and vendor proprietary information, source code, or technology, etc.) in any type of relationship to Driscoll.
- Other information relating to Driscoll and its operations.

This agreement must be signed by any person who may have access to Driscoll Health Information, evidencing an agreement to abide by the terms set forth herein. Please read this document carefully.

By signing this Agreement I agree to abide by all the terms and conditions stated herein.

1. I understand that Driscoll Health Information is an important asset of Driscoll and that I have an

obligation to protect it from misuse or unauthorized disclosure.

2. I understand that any Driscoll Health Information to which I may have access is confidential and protected under the law and applicable regulations. I shall keep confidential all PHI, regardless of whether it is oral, written or maintained in electronic media, and I shall use or disclose such PHI only as permitted by HIPAA or other applicable federal, state or local laws, rules or regulations. I shall also keep confidential all confidential and proprietary information about Driscoll and its business transactions and relationships.
3. I will only access Driscoll Health Information for which I have a legitimate need to know and only the minimum extent of information necessary to perform my role at Driscoll. I will not in any way view, use, divulge, copy, release, sell, loan, review, alter or destroy any Driscoll Health Information except as duly authorized and within the scope of my responsibilities at Driscoll.
4. I will not misuse or carelessly handle Driscoll Health Information. This includes information obtained through daily activities, documents, computer systems and any other information I encounter during my affiliation. I will not at any time permit any person to inappropriately access or disclose Driscoll Health Information and will use reasonable means to prevent such disclosure or access. I understand that posting PHI or other Driscoll Health Information on social media is never permissible.
5. Should Driscoll Health Information be accidentally revealed as a result of my action or inaction, or if I learn of a potential breach of Driscoll Health Information from other sources, I will immediately report the breach to my supervisor at Driscoll or the Driscoll Privacy Officer at (361)694-6286 and take immediate action to mitigate the breach.
6. I understand that I have no right or ownership interest in any Driscoll Health Information. Driscoll may at any time and for any reason revoke my access to Driscoll Health Information.
7. It is my responsibility to be familiar with the HIPAA, HITECH (Health Information Technology for Economic and Clinical Health Act) and state regulations related to privacy and security as well as Driscoll' policies relating to such.

I understand that my obligations under this Agreement will continue after termination of my relationship with Driscoll. Upon termination I will immediately return any document or media containing DHP Health Information to Driscoll or destroy it in accordance with NIST Guidelines for media sanitization (<http://www.csrc.nist.gov>).

Any failure on my part to abide by this Agreement or Driscoll policies may result in the immediate termination of my authorization, access to and/or use of Driscoll Health Information and/or appropriate legal action.

On behalf of myself and the Company listed below, I have read and understand this Confidentiality Agreement and agree to abide by the terms hereof.

Name of Company: _____
By: _____
Typed Name: _____
Title: _____
Date: _____