



User Confidentiality Agreement Acknowledgement of Responsibilities

CaroMont Health and its subsidiaries (collectively, "CaroMont" or "CaroMont Health") are committed to the physical, technical, and administrative security of its information technology resources. In addition, CaroMont Health is committed to appropriately protecting the privacy and confidentiality of its patients, employees, and its business information. My signature below attests to my understanding that my access and use of all CaroMont Health information technology resources, including but not limited to, access and use of the CaroMont Health network, hardware, software, its components and any connected systems (collectively "Systems") is a privilege, that CaroMont Health in its sole discretion controls access and availability of its systems, and that my access and use of such Systems is subject to all applicable legal requirements, all applicable CaroMont Health policies, procedures, and requirements, as well as all applicable policies, procedures, and requirements of any specific CaroMont subsidiary which authorizes my access and use of the Systems.

I understand and agree that even though I may be granted access to Systems which contain large quantities of data as part of my job responsibilities, my role, or my relationship with CaroMont ("Role-Based Access"), I am only permitted to access, use, or disclose specific information as necessary to perform my job function, role, or to complete my responsibilities. I understand this means that I am not permitted to access or use any component of the Systems if I do not have a legitimate professional need to have such access and it is my responsibility to request termination of access rights to any Systems I no longer need.

In addition, I understand that I am only permitted to access, use, and disclose information from the Systems, if it is for a purpose permitted under applicable laws and CaroMont policies ("Purpose-Based Access"). I understand this means that even if my role would permit me to have access to the Systems, I am only permitted to access, use, or disclose the information if it is for an authorized and permissible purpose.

As a condition of my access, I agree to maintain the confidentiality of all CaroMont Health confidential business information to which I may have access, including but not limited to, all personnel information, billing and financial information, patient data or medical information, promotional and marketing program information, strategic planning data, business plans, computer passwords/access rights, privileged materials, trade secrets, intellectual property, and other proprietary information relating in any way to CaroMont Health (collectively "Confidential Information").

I understand that these obligations apply whether the Confidential Information is held in electronic or any other form, and whether the Confidential Information is used or disclosed electronically, orally, or in writing.

I understand that my obligations under this Agreement will continue in the event my medical staff privileges with CaroMont Health are terminated or expire, my employment giving rise to such access or use of Systems ends, or in the event CaroMont Health terminates my remote access under this Agreement.

Acknowledgement of Responsibilities. I understand and agree that:

Administrative, Technical, and Physical Safeguards

- The User ID and Password assigned to me are unique and non-transferable and that I will not share my User ID or password with any other individual, permit another person to perform any functions while logged into a system under my User ID or Password, nor will I perform any function using a system under another person's User ID or Password.
- I will take appropriate measures to protect my User ID and Password and that I am responsible for all information accessed, used, or altered with the use of my User ID and Password.
- I agree to maintain reasonable and adequate security procedures for the workstation or computers on which I access the Systems, including firewalls, password management practices, and appropriate and current anti-virus software approved for use by CaroMont Health.
- I agree to logoff the system when I leave a workstation or computer on which I access the Systems and to take such other reasonable steps as are necessary to maintain the physical security of my workstation or computer to ensure that unauthorized persons cannot view or access any confidential, proprietary, or identifiable patient information that I may have access to by virtue of my responsibilities or access rights.
- I understand that my approved access and use may be actively recorded, monitored, and/or audited without prior notice (including Internet and e-mail account usage) and that CaroMont Health reserves the right to monitor, review, and record individual user system and network activities (including, but not limited to, the use of personal e-mail accounts) to assure compliance with CaroMont's acceptable use policies. CaroMont Health may permit other business partners or law enforcement to monitor, uses, or record such information as permitted or required by law.
- I agree to comply with all CaroMont Health policies and procedures concerning the security and confidentiality of information as amended from time to time.

Acceptable Uses and Disclosures

- I understand and agree that the only acceptable use and disclosure of information from the Systems includes only those activities which promote CaroMont Health’s clinical, research, educational, and business purposes; advances the vision, mission and values of CaroMont Health; and are consistent with CaroMont’s Standards of Conduct and applicable legal requirements.
- I agree to access, use, or disclose information from the Systems only in the performance of my duties, where required by or permitted by law, and only to persons who have the right to receive such information.
- I agree that I will not copy, download, print, transmit or save to a portable media device (i.e. thumb drive, floppy drive, ZIP disks, CDs, PDAs, etc) any information from the Systems in any format, for myself or for any other person, except as I am required to fulfill my responsibilities.
- I agree that I will never access or use Confidential Information for “curiosity viewing” or “snooping.” I understand that this prohibition includes viewing Confidential Information of minors, family members, friends, or co-workers, unless such access or use is necessary to provide services to patients with whom I (or the physician(s) with whom I work) have a treatment relationship.
- When using or disclosing information from the Systems, I will use or disclose only the minimum information necessary to appropriately fulfill my responsibilities.
- I understand that prohibited uses of Systems (including e-mail and Internet use) include, but are not limited to, any use that:
 - Involves illegal activity, threatening or obscene materials, or harms CaroMont, its users, or its Systems in any way;
 - Interferes with the legitimate use of other CaroMont users, services, or equipment; or
 - Is in violation of any CaroMont Health policy, procedure or requirements.
- I understand that acceptable personal use of the Systems (including e-mail and Internet use) are strictly limited to activities:
 - Incidental to an acceptable CaroMont business use (such as coordinating work and family schedules);
 - That do not cause CaroMont to incur additional expenses and do not interfere with any other legitimate clinical or business activities; and
 - That does not violate any CaroMont policies, procedures or requirements.

Training and Education

- I understand that some Systems-related education or training may be mandatory as a condition of my system access. I acknowledge that it is my responsibility to fulfill any and all mandatory education and training requirements necessary in a timely manner and that my failure to do so can result in my system access being terminated without prior notice.

Reporting Requirements

- I agree to immediately notify the CaroMont Health Information Systems Help Desk :
 - If I suspect that someone has gained unauthorized access to my User ID or Password;
 - If I become aware of any potential compromises to the security of Systems; or
 - If any hardware or software used to access the Systems is damaged, lost, or stolen.
 - If any of my office staff are terminated or transferred outside of my area of responsibility.

By my signature I understand and agree that my rights to access and use the Systems may be immediately terminated without further notice for violating any terms of this Agreement and that such a violation may result in personal liability against me, including but not limited to (as applicable): disciplinary actions up to and including termination of employment, loss of professional privileges, criminal prosecution, civil litigation, referral to appropriate law enforcement authorities, referral to regulatory or licensure authorities, or other remedies as deemed appropriate by CaroMont Health.

Signature

Date

Print Name