

**TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO**

**CONFIDENTIALITY AGREEMENT**

I acknowledge receipt of TTUHSCEP OP 52.09, Confidential Information, including Attachment A – Information Security Plan for Financial Information, and agree to hold as strictly confidential the Confidential Information defined in the policy, or any other Texas Tech University Health Sciences Center El Paso (TTUHSCEP) policy or law in which I have access to or obtain as an employee, student, volunteer, or any member of the TTUHSCEP workforce with whom the entity (e.g., physician practice) for which I work has a relationship (contractual or otherwise) involving the exchange of any sensitive information.

I understand the importance of maintaining the strict confidentiality, both in accessing and releasing Confidential Information and I agree to comply with applicable federal and state laws in performing my duties and responsibilities as they relate to Confidential Information. I understand I must comply with TTUHSCEP policies and procedures, including, but not limited to:

- HSCEP OP 52.09, *Confidential Information*
- HSCEP OP 52.02, *Privacy and Security of Health Information*
- HSCEP OP 77.13, *Student Education Records*

**Please initial each item in the space provided after reading it.**

- \_\_\_\_\_ 1. I agree **not** to read or disclose any PHI, ePHI, PPI or any other Confidential Information obtained by accessing TTUHSCEP paper or electronic information via network and/or other information systems, including **computer systems**.
- \_\_\_\_\_ 2. I agree I will **only** access Confidential Information as required to perform my duties and responsibilities at TTUHSCEP.
- \_\_\_\_\_ 3. I agree I will **not** disclose Confidential Information now, or at any time in the future, either directly or indirectly, except as required to perform my job duties and responsibilities at TTUHSCEP and then only to the extent disclosure is consistent with the authorized purpose for which the information was obtained.
- \_\_\_\_\_ 4. I agree to handle all Confidential Information, **whether written, electronic, oral or in some other form**, in such a way that it shall not be inadvertently revealed or disclosed to an unauthorized person, either directly or indirectly. This includes but is not limited to any unauthorized **electronic social networking sites or means**, such as twitter, Facebook, etc.
- \_\_\_\_\_ 5. I will not maintain for my files any permanent record that contains Confidential Information.
- \_\_\_\_\_ 6. I will **never**:
- Share/disclose passwords.
  - Use tools or techniques to break/exploit/disable security measures.
  - Connect to unauthorized networks through the systems or devices; I will only use authorized VPN connectivity for its intended use.

I further agree that on or before the date of separation of my employment or association with TTUHSCEP for any reason, I will return any and all Confidential Information in any form, including paper or electronic, in my possession, custody or control to the appropriate TTUHSCEP authority, and I will destroy any and all duplicate Confidential Information that may remain on my personal electronic device(s) or that is otherwise under my personal control.

I acknowledge and agree that any breach of this Confidentiality Agreement by me may result in disciplinary action which may include immediate termination of my employment or affiliation with TTUHSCEP; further, I understand that such a breach may result in legal action.

The terms of this Confidentiality Agreement are effective immediately and apply to all Confidential Information I have obtained in the past as well as future Confidential Information. I understand that this document will become a part of my permanent employment, volunteer, and/or student record.

\_\_\_\_\_  
Signature of Employee, Student, Volunteer or any member of TTUHSCEP workforce

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tech ID R#

\_\_\_\_\_  
Witnessed By

COPY PROVIDED TO  
EMPLOYEE, STUDENT, VOLUNTEER OR WORKFORCE MEMBER