



HIPPA CONFIDENTIALITY AGREEMENT

The following information explains and governs your use and exposure to confidential health information as a volunteer for the West Texas Medical Reserve Corps. If you have any questions regarding this information you should consult the person supervising your volunteer work or the Medical Reserve Corps Coordinator.

As used herein, the following terms shall have the following meanings:

1. **“Confidential Information”** includes any information, regardless of the manner in which is communicated or maintained (e.g., oral, paper, electronic), received by the West Texas Medical Reserve Corps, or any of its agents that falls into one or more of the following categories:
 - a. **Protected Health Information:** Information relating to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual. Protected health information includes demographic information, e.g., address, telephone number, employer, date of birth, next of kin, identification numbers.
 - b. **Personnel Information:** Information relating to a person’s status as a member of the West Texas Medical Reserve Corps workforce, including but not limited to compensation, employment records, accommodations, performance reviews, and disciplinary actions.
 - c. **Business Operations Information:** Information relating to the West Texas Medical Reserve Corps operations, including but not limited to financial and statistical records, strategic plans, internal reports, memos, contracts, pricing, staffing levels, supplier information, remote site information, peer review information, communications, proprietary computer programs, source code, and proprietary technology.
 - d. **Third Party Information:** Information belonging to a third party utilized by the West Texas Medical Reserve Corps for limited purposes pursuant to an agreement with the third party, including, but not limited to computer programs, client and vendor proprietary information source code, and proprietary technology.
2. **Receive, “Receiving,” and “Receipt”** means, with respect to Confidential Information, to come into possession, custody, or control; to perceive; to create; to gain the ability to come into possession, custody, or control; or to gain the ability to perceive Confidential Information in whatever form (oral, visual, written, electronic, or otherwise).
3. **“Use”** means, with respect to confidential information, accessing, reviewing, employing, applying, utilizing or analyzing such information, or sharing or discussing such information with other members of the West Texas Medical Reserve Corps workforce.
4. **“Disclose”** means, with respect to confidential information, release, transfer, provision of access to, or divulging in any other manner such information to a person or entity who is not a member of the West Texas Medical Reserve Corps workforce.
5. **“Computer Systems”** includes computer files, computer hard drives, local area network, wide area network, mainframe, electronic mail, internet access, and intranet access, electronic medical records, and electronic order entry.

In performing your volunteer duties, you may receive or create Confidential Information. As a condition of and in consideration of your receipt of Confidential Information, you agree to the following:

1. You understand that you have no right or ownership interest in any Confidential Information which you may receive. West Texas Medical Reserve Corps may, at any time and for any reason, revoke your password, access code, or any other authorization you may have that allows you to receive Confidential Information in any form.
2. You understand that your obligations under this Agreement will continue after termination of your volunteer relationship with the West Texas Medical Reserve Corps. You understand that your privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
3. The use and disclosure of Confidential Information is governed by Federal and State laws and regulations as well as the West Texas Medical Reserve Corps policies and procedures. The purpose of these specific requirements is to guarantee that Confidential Information remains confidential, i.e., such information shall be used and disclosed only as necessary to accomplish the West Texas Medical Reserve Corps mission. You shall be familiar with and adhere to all of these requirements concerning Confidential Information.
4. You shall actively participate in educational opportunities made available to you concerning proper safeguards for Confidential Information and uses and disclosures of Confidential Information as part of your volunteer duties.
5. If you have any questions concerning whether certain information constitutes Confidential Information, you shall bring the matter to the person supervising your volunteer work, or the Medical Reserve Corps Coordinator for direction.

6. You shall use and disclose Confidential Information only to the extent necessary to perform your volunteer duties. Such use and disclosure shall be in a manner consistent with applicable West Texas Medical Reserve Corps policies and procedures. Your use or disclosure of Confidential Information for any reason other than the performance of your volunteer duties or your failure to conform to applicable policies and procedures shall constitute misuse of Confidential Information and may be grounds for removal from your volunteer position with the West Texas Medical Reserve Corps and/or initiation of legal action against you.
7. West Texas Medical Reserve Corps is committed to protecting the privacy of those persons for whom it provides services. To fulfill its commitment, West Texas Medical Reserve Corps prohibits members of its workforce from discussing any information relating to persons covered by the plan except as necessary to perform their specific volunteer duties. You shall not engage in conversations concerning the fact that a person is, or has been, a patient of West Texas Medical Reserve Corps or concerning any information relating to such persons, e.g., diagnosis, procedures, outcome, payment.
8. If you have any questions concerning whether your volunteer duties permit you to use or disclose certain Confidential Information in a particular manner, you shall report to the person supervising your volunteer work or the Medical Reserve Corps Coordinator for direction. If you have any question concerning the application of a particular policy or procedure to a particular use or disclosure of Confidential Information, you shall bring the matter to the person supervising your volunteer work or the Medical Reserve Corps Coordinator as soon as possible.
9. You shall appropriately safeguard Confidential Information so as to prevent any inappropriate use or disclosure of such information. If you have reason to believe the confidentiality of information may have been compromised, you shall report such concerns to the person supervising your volunteer work or the Medical Reserve Corps Coordinator as soon as possible.
10. In performing your volunteer responsibilities, you shall not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry. Nor shall you make or cause to be made any false, inaccurate, or misleading statement to any person. If you become aware of false, inaccurate, or misleading information contained in any record or report, or a false, inaccurate, or misleading statement, you shall report the matter to the person supervising your volunteer work and cooperate in taking all steps necessary to correct the record, report, or statement pursuant to West Texas Medical Reserve Corps policies and procedures.
11. You shall comply with West Texas Medical Reserve Corps policies and procedures concerning the alteration, deletion, or destruction of Confidential Information in any form. If you have any question concerning such policies and procedures, you shall bring the matter to the person supervising your volunteer work for direction. If you have any reason to believe such policies and procedures have been violated, you shall report such concerns to the person supervising your volunteer work or the Medical Reserve Corps Coordinator as soon as possible.
12. You shall understand that West Texas Medical Reserve Corps may monitor each and every time its computer systems are accessed. You understand that any action you take in these computer systems may be tagged and such actions may be traced back to you.
13. You shall respect the ownership of proprietary software. For example, you shall not make unauthorized copies of any software for your own use, even if the software is not physically protected against copying, nor shall you operate any non-licensed software on any computer provided by West Texas Medical Reserve Corps.

By signing this document, you certify that you have reviewed the foregoing Confidentiality Agreement, have been provided with an opportunity to ask questions concerning its terms, and understand the duties and obligations it imposes on you. You hereby agree to the duties and obligations as stated in this Confidentiality Agreement. You understand that this signed and dated document will become part of your volunteer file.

Signature of Volunteer

Printed Name

Date