



BASTROP PREGNANCY RESOURCE CENTER
END USER PRIVACY AND SECURITY AGREEMENT

This End User Privacy and Security Agreement (“Agreement”) applies to all staff and volunteers who have access to client confidential information (“CI”) maintained, received, or transmitted by BPRC. Please read all sections of this Agreement, in addition to BPRC’s privacy and security policies and procedures, before signing below.

Bastrop Pregnancy Resource Center has a legal and ethical responsibility to safeguard the privacy and protect confidentiality of that we may receive, store, aggregate or transmit. In the course of your employment or volunteer service, you may hear or read information that relates to an individual’s health or create records containing PHI. Because you may have contact with CI, BPRC requests that you agree to the following as a condition of your employment or volunteer service:

1. Confidential Information.

Confidential information (“CI”) includes personal identifying information, protected health information (“PHI”), and sensitive personal information. I understand that all information that may in any way identify an individual or relate to an individual’s health must be maintained confidentially. I will regard confidentiality as a central obligation of my job responsibilities. I shall take all precautions to ensure the protection, confidentiality, and security of CI information of our clients. I shall perform my duties with quality and integrity, in a professional manner, and in keeping with established standards. I further acknowledge the data contained in, and accessed using, the information systems of BPRC, shall remain confidential. I shall not discuss, disclose, modify, provide, or otherwise make available, in whole or in part, such confidential information unless authorized for specific business purposes.

2. Prohibited Use and Disclosure.

I understand and agree that all BPRC information is to be used for official business only and not for personal use. I agree that, except as required under my job responsibilities or as directed by BPRC, I will not at any time during or after my work for BPRC speak about or share any CI with any person or permit any person to examine or make copies of any CI maintained by BPRC. I understand and agree that personnel who have access to health records must preserve the confidentiality and integrity of such records, and no one is permitted access to the health record of any individual without a necessary, legitimate, work-related reason. I shall not, nor shall I permit any person to, inappropriately examine or photocopy an individual record or remove an individual record from any BPRC location.

3. Safeguards.

When CI must be discussed with others in the course of my work for BPRC, I shall make reasonable efforts to avoid such conversations from being overheard by others who are not involved in the individual’s care. I understand that when CI is within my control, I must use all reasonable means to prevent it from being disclosed to others, except as otherwise permitted by this Agreement. I will not at any time reveal to anyone my confidential access codes to BPRC eKYROS or TPCN BriteWorks, and I will take all reasonable measures to prevent the disclosure of my access codes to anyone. I understand that BPRC may, at any time, monitor, access, audit, and disclose any data or communications involving its electronic information systems, and, therefore, I do not have a reasonable expectation of privacy. I also understand that it is my responsibility to protect data and systems from tangible/intangible destruction, viruses, corruption, or anything else that may damage, alter, destroy, corrupt, or make CI unusable. Protecting the confidentiality of CI means protecting it from unauthorized use or disclosure in

any form: oral, fax, written, or electronic. I understand I am not authorized to keep CI on any electronic device, and that I am not authorized to remove client files or other CI from the center. I agree not to send individual confidential information in an email, or email attachment, unless I am directed to do so by the Privacy Officer.

4. Training and Policies and Procedures.

Privacy and security policies apply to all information that is recorded, transmitted, stored, and/or processed electronically by BPRC. I certify that I have read BPRC's policies and procedures, completed the training courses offered by BPRC, and shall abide by BPRC's policies and procedures governing the protection of CI.

5. Termination.

I agree that my obligation is to maintain confidentiality and security of all information prior to, during, and after termination of any agreement, relationship, or employment with BPRC. At the end of my employment or assignment with BPRC, I will make sure I take no CI with me. My access to all information shall be revoked upon resignation, discharge or termination.

6. Sanctions.

I understand that my unauthorized access or disclosure of CI may violate state or federal law and cause irreparable injury to BPRC and harm to the individual who is the subject of the CI and may result in disciplinary and/or legal action being taken against me, including termination of my employment or volunteer service.

7. Reporting of Non-Permitted Use.

I agree to immediately report to BPRC any unauthorized use or disclosure of CI by any person or violations of privacy or security policies. I report unauthorized uses and disclosures to the Privacy Officer.

8. Disclosure to Third Parties.

I understand that I am not authorized to share or disclose any CI with or to anyone who is not part of Bastrop Pregnancy Resource Center's workforce, unless required by law or if required by TPCN and the US Department of Health and Human Services.