

Confidentiality – Proprietary

POLICY

It is the policy of Catholic Charities of Southeast Michigan (CCSEM) that its internal business affairs and other confidential information represents CCSEM's proprietary information that each employee/volunteer has a continuing obligation to protect. In exchange for continued employment with CCSEM, employees and volunteers agree to protect CCSEM's confidential and proprietary information as set forth below:

PROCEDURE

Employee/volunteer understands that in the course of his or her employment with CCSEM, he/she may come into possession, or have access to, CCSEM's "confidential information." As used in this Confidentiality Agreement, "confidential information" includes, **but is not limited to**, any information that would constitute a trade secret under applicable law; as well as all medical and personal information concerning CCSEM's clients and/or employees; information regarding the provision of services or submission of claims; information regarding internal and external staff providers and their credentials or credentialing status; provider allowances; and CCSEM's business plans and/or strategies.

Accordingly, as a condition of employment and in consideration of employee's/volunteer's access to CCSEM's confidential information, employee/volunteer agrees:

- To hold CCSEM's confidential information in the strictest confidence and not to disclose or otherwise utilize CCSEM's confidential information except as necessary to perform his or her customary and regular job duties. This means, among other things, that:
 - Employees and volunteers will only access confidential information for which he/she has a legitimate business and/or clinical need to know;
 - Employee/volunteer will not in any way disclose, divulge, copy, release, sell, loan, review, alter or destroy any of CCSEM's confidential information except as properly authorized within the scope of employee's employment with CCSEM; and
 - Employee/volunteer will not otherwise misuse or misappropriate CCSEM's confidential information.
- To prevent unauthorized use of confidential information and agrees to report any unauthorized use of confidential information to CCSEM's Compliance Officer and/or Chief Privacy Officer.
- Not to remove any record (including copies), or any other type of confidential information, from the office where it is kept, except in the performance of regular and customary job duties.
- Not to send confidential information outside the agency electronically via email due to the insecure nature of electronic transmissions. Confidential information to be sent out will be by fax or hard copy will bear the appropriate privacy notice or restrictions regarding disclosure.
- Not to remove any original record from CCSEM's property at any time without prior consent of the Compliance Officer and/or the Chief Privacy Officer.
- Not to remove any copies of records from the CCSEM's property at any time without prior consent of the employee/volunteer's immediate supervisor.
- Not to divulge his or her network password to anyone else, or allow anyone else to access or alter information under employee or volunteer identity.

Employee/volunteer acknowledges that failure to comply with the obligations contained in this Confidentiality Agreement will result in disciplinary action, up to and including termination. Employee/volunteer agrees that the obligations contained in this Confidentiality Agreement will continue after termination of employment, whether employment is terminated voluntarily or involuntarily.

I ACKNOWLEDGE THAT I HAVE RECEIVED INFORMATION ABOUT THE AGENCY'S CONFIDENTIALITY AGREEMENT AS IT RELATES TO THE AGENCY AND I AGREE TO ADHERE TO THE AGREEMENT.

Name (please print): _____

Signature: _____

Date: _____