**CONFIDENTIALITY AGREEMENT**

**Security and Privacy**

**Burners, Inc.** is legally and ethically required to maintain the privacy and security of employee files, medical records,

billing data and other protected health information (collectively "PHI"). Additionally, **Burners, Inc.** desires to

maintain the privacy and security of information related to its business functions, including but not limited to its

management, business plan, billing, collections, human resources, payroll, research, and technology and information

systems (collectively "Business Information"). Integral to maintaining the confidentiality of PHI and Business

Information is the security and privacy of the keys, ID badges, lock combinations, personal access code(s), and user

ID(s) and/or password(s) used to access software, equipment or facilities containing such PHI or Business

Information.

**Overview**

The law requires us to keep your protected health information ("PHI") private in accordance with this Notice of

Privacy Practices, as long as this Notice remains in effect. We are also required to provide you with a paper copy of

this Notice, which contains our privacy practices, our legal duties, and your rights concerning your PHI.

From time to time we may revise our privacy practices and the terms of our Notice at any time, as permitted or

required by applicable law. Such revisions to our privacy practices and our Notice may be retroactive. Our Notice will

be updated and made available to our employees prior to any significant revisions of our privacy practices and

policies.

**Confidentiality Obligations**

As an employee of Burners, Inc., I understand that I may have occasion to hear, view, or have physical access to PHI

or Business Information and hereby agree to comply with the following as a condition of my employment:

1. I will disclose and discuss any PHI or Business Information only with such persons who are authorized and have a

need to receive such PHI or Business Information.

2. I will neither view nor otherwise access any PHI or Business Information unless I am required to do so by practice

as part of my duties.

3. I will not discuss PHI or Business Information in public areas where others may overhear the conversation,

regardless of whether or not an employee’s name is used. Examples of such areas are hallways, bathrooms, break

rooms, etc.

4. I will not make inquiries or disclosures regarding PHI or Business Information on behalf of unauthorized

coworkers, business associates, family, friends or anyone else without a need to receive access to such PHI or

Business Information.

5. I will protect the security and privacy of any keys, lock combinations, personal access code(s), user ID(s) and/or

password(s) that are used to access my Employer's software, equipment or facilities. I will notify the Privacy

Officer if I reasonably believe the security or privacy of these items may have been accidentally or intentionally

breached.

6. I will not make any unauthorized copies, transmissions, inquiries, alterations or deletions of PHI or Business

Information. Such unauthorized transmissions include, but are not limited to, removing and/or transferring PHI or

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Business Information from my Employer's facilities or computer system to any unauthorized location, such as a

media outlet, my home, an email address, a web site, etc.

7. I will take the appropriate action to secure any equipment or facility containing PHI or Business Information prior

to leaving it unattended, such as locking a file room door, logging off a computer terminal, resetting a scale,

clearing an electronic thermometer, etc.

8. I will abide by the terms of any security or privacy polices promulgated by my Employer to protect the security and

privacy of PHI or Business Information.

9. I will immediately notify the Privacy Officer of any activity, by any person, including myself that is a violation of

this Confidentiality Agreement or any written or other security or privacy policy of my Employer.

10. Upon termination of my employment, I will immediately return any documents, equipment or other media

containing PHI or Business Information to my Employer.

11. I agree that my obligations to my Employer under this Confidentiality Agreement will continue after the termination

of my employment, contract or agency.

12. I have fully read and agree to the terms of the Privacy Practices and Procedures and agree to comply with any

amendments thereto upon receipt of such amendment.

13. I understand and agree that any violation of this Confidentiality Agreement may result in disciplinary action, up to

and including removal, demotion, suspension or termination.

Employee Signature Date

Employee Name Position

The signed original copy of this agreement must be given to the Personnel Manager to be filed in your personnel file. Any copies of the Employee Manual in your possession must be returned to Burners, Inc. upon termination of your employment.

**Complaints**

*If you believe we have violated your privacy rights, you may complain to us, or the Secretary of the U.S. Department of Health and*

*Human Services. You may file a complaint with us by notifying the Privacy Officer.*

*We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or*

*with the U.S. Department of Health and Human Services.*

**Privacy Officer:** Pamela Osinski • Email: pam.osinski@burnersinc.com • Phone: 248‐676‐9141 ext. 302