**Confidentiality Agreement**

**Execution of this agreement and continued compliance with all the promises made and obligations imposed below are conditions of receiving authorization for access to any information maintained by the Alaska Department of Corrections (ADOC).**

I, understand that, as part of my employment, contract agreement, internship, volunteer or student program with the ADOC, I may be granted access to certain information maintained by the ADOC, including but not limited to criminal justice information and health records information.

As a condition of my employment/placement, I agree that allinformation I obtain during my tenure with the ADOC is strictly confidential (“Confidential Information”) and that this confidentiality is protected by Federal law (*Federal Regulations 45 CFR, Part 160, 162 and 164; and 42 CFR, Part 2*).

I understand that Confidential Information includes, but is not limited to, all patient and health records information, mental health and substance use disorder information, quality assurance and utilization review information, strategic planning, computer password(s), and proprietary information concerning any aspect of the ADOC’s operations and covers information that may be seen, heard, discussed and/or read.

I understand that any disclosures of, unauthorized use of, and/or unauthorized access to the ADOC’s Confidential Information may result in immediate termination from employment/placement.

 I undertake the following obligations with respect to Confidential Information:

1. To use Confidential Information for the sole purpose of performing the duties for which I have been hired/retained;
2. Not to disclose any Confidential Information to any person whatsoever, except in direct connection with the performance of my duties;
3. Not to copy or reproduce, or permit any other person to copy or reproduce, in whole or in part, any Confidential Information other than in the regular course of the services I am authorized and requested to perform for the ADOC;
4. To comply strictly with all policies regarding security of the Confidential Information;
5. To report immediately to the supervisor, Health Care Administrator, Chief Medical Officer, Chief Mental Health Officer, Chief Nursing Officer, or Medical Records Administrator any unauthorized use, duplication, disclosure, and/or dissemination of Confidential Informa­tion by any person, including myself.

I agree to indemnify the ADOC fully for any and all damages, including legal fees, the ADOC may incur as a result of my breach of this Agreement. I further agree that upon termination of my employment/placement with the ADOC for any reason, I will immediately return any documents or other media containing any Confidential Information to the ADOC, and I will certify in writing that all such documents and other media have been returned to the ADOC.

I understand that disclosure of any Confidential Information may cause the ADOC irreparable harm, for which monetary compensation may not be an adequate remedy, and I agree that the ADOC may seek injunctive relief if I breach, or attempt to breach, this Agreement.

I agree that all my obligations under this Confidentiality Agreement shall survive termination of my employment/placement by the ADOC, regardless of the reason for such termination.

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| Employee / Contractor / Volunteer / Intern (Print) |  | Signature |  | Date |
| Witness (Print) |  | Signature |  | Date |