

NON-EMPLOYEE SECURITY AND CONFIDENTIALITY AGREEMENT

As an outside employee conducting legitimate business at Pacific Diagnostic Laboratories ("the Lab"), and as a condition of my approval to conduct such business, I agree to the following terms and provisions:

- 1. I agree to preserve the confidentiality of patient protected health information (PHI) which I may have occasion to view and to comply with the Lab's applicable HIPAA patient privacy and record security policies in the course of conducting approved business within Laboratory premises.
- 2. I agree to treat all PHI (oral, graphic, written, and electronic), to which I may be directly or indirectly exposed in the course of conducting my business at the Lab, as strictly confidential and privileged information.
- 3. I agree to seek immediate guidance or advice from the Laboratory Privacy Officer if I have any questions or concerns regarding patient privacy and record confidentiality issues.
- 4. I agree not to access, view, or use any PHI as herein defined unless I have an essential need to know or possess this information in order to perform my business.
- 5. I will not disclose or share PHI concerning Lab patients to any person or entity other than as necessary to perform my duties or work and as permitted under the Lab's HIPAA policies.
- 6. I understand that unauthorized disclosure of, or unapproved access to, PHI in any format is a violation of Laboratory policy and will result in the immediate termination of my business at the Lab. I further understand that unauthorized disclosure or unapproved access to PHI is a violation of the Confidentiality of Medical Information Act (Part 2.6 of Division 2 of the California Civil Code, commencing with Section 56) for which I will be held personally liable.
- 7. Upon cessation or conclusion of my authorized business at the Lab, I agree to continue to maintain the confidentiality of any information I might have discovered or learned, or to which I have been exposed while conducting my business with the Lab.

I understand further that violation of any part of this agreement will result in immediate termination of my business at the Lab, as well as in possible disciplinary and legal actions against myself and/or the organization I represent.

Full Name (Print)	Name of Organization (Print)	PDL Client Code
Job Title	E-mail (Please print legibly)	
Employee Signature	Date	
Name of Manager/Supervisor (Print)	Signature of Manager/Supervisor (Print)	

Please complete form and fax to Sales Support at (805) 879-8173

<u>Note</u>: Completed original of this agreement must be on file with the Pacific Diagnostic Laboratory Privacy Officer in order for the status of the non-employee business to be deemed approved and authorized. Rev. 6.2018