

**COMMUNITY RESOURCE COORDINATION GROUP (CRCG)
CONFIDENTIALITY AGREEMENT**

While participating in the *[insert CRCG name/counties]* CRCG, you, _____ *[Insert Name]*, may have access to what this Agreement refers to as "Confidential Information." Confidential Information is valuable, sensitive information and is protected by laws, rules and regulations. Confidential Information includes the following:

- (1) Client Information, including Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521;
- (2) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information defined in the Health Insurance Portability and Accountability Act;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information defined in Internal Revenue Service Publication 1075;
- (5) Social Security Administration Data, defined as records, information, or data made by the Social Security Administration to HHS for its administration of federally funded benefit programs under the Social Security Act including, without limitation, Medicaid information;
- (6) Education Records as defined by Federal Educational Rights and Privacy Act;
- (7) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

You agree to comply with this Agreement and all applicable laws, rules and regulations governing Confidential Information.

Accordingly, as a condition of and in consideration of your access to Confidential Information, you agree that:

1. You will use Confidential Information only as needed to perform CRCG-related duties.
2. You will only access Confidential Information for which you have a need to know.
3. You will not disclose, copy, release, sell, loan, review, alter, or destroy any Confidential Information except as authorized by the client/consumer who is the subject of the Confidential Information or his/her legally authorized representative.
4. You will, at all times, safeguard and retain the confidentiality, integrity and availability of Confidential Information.

5. If you access PHI, you will do the following in accordance with HIPAA: (1) implement all safeguards contained in Appendix A of the HIPAA Security Rule to safeguard such PHI; (2) provide PHI to individuals or their legally authorized representatives upon their request; (3) make PHI available for accounting of disclosures; (4) incorporate amendments to the PHI; (5) comply with the HIPAA Privacy Rule when acting as a covered entity; and (6) make your books, practices, and records relating to the disclosure of PHI available to *[insert CRCG name/counties]* CRCG, if you are acting as a business associate of *[insert CRCG name/counties]* CRCG.
6. You will report activities by any other individual or entity that you suspect may compromise the confidentiality, integrity or availability of Confidential Information.
7. You understand that your obligations regarding Confidential Information under this Agreement will continue after termination of your services with the *[insert CRCG name/counties]* CRCG. If requested by *[insert CRCG name/counties]* CRCG, you will return or destroy any Confidential Information received pursuant to your participation in the *[insert CRCG name/counties]* CRCG upon termination of your services with the *[insert CRCG name/counties]* CRCG.
8. You understand that you have no right or ownership interest in any Confidential Information received pursuant to your participation in the *[insert CRCG name/counties]* CRCG.
9. *[insert CRCG name/counties]* CRCG may revoke your access to Confidential Information and terminate your services if you breach this Agreement.
10. You understand that your failure to comply with this Agreement may also result in action by state and federal regulatory authorities.

You are completing this form and signing below in order to gain access to *[insert CRCG name/counties]* CRCG information resources and Confidential Information. *[insert CRCG name/counties]* CRCG will only share this Agreement as permitted by the laws of the State of Texas.

CRCG Leader

CRCG PARTICIPANT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agency: _____

Agency: _____

Date: _____

Date: _____