

CONFIDENTIALITY AGREEMENT

As an employee or agent of Curves who will be accessing the online module of the Cleveland Clinic Behavior Management and Certification Program ("Individual"), **you understand that you must maintain the confidentiality of any and all data and information to which Individual has access, whether that access was provided on site or remotely.** Cleveland Clinic ("CC") understands that Individuals may be given different levels of access based on that person's role or job function (i.e., physical on site access only; on site and also remote technical access). All Access is granted by CC to CC's internal systems and networks ("CC Systems") either on site or via remote access technology only on the strict condition that the Individual being granted access agrees to fully comply with the following terms that are applicable to the level of access each Individual has been granted:

1. Individual acknowledges that by accessing the CC Systems, Individual may be able to view information including but not limited to confidential, proprietary, patient and clinical information, financial, patient identifiable or employee identifiable information, intellectual property, from any source or in any form ("Confidential Information"). Individual agrees to comply with all existing and future CC policies and procedures concerning the security and confidentiality of the Confidential Information. Individual also agrees to comply with all privacy and security rules issued and all applicable provisions, including if applicable those of a Business Associate, under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 and associated Health Information Technology for Economic and Clinical Health Act ("HITECH").

2. Individual may only access Confidential Information solely for work related activity and strictly on a need to access basis to perform such work. Individual will not disclose any Confidential Information unless required to do so in the official capacity of Individual's employment or contract terms. Individual also understands that Individual has no right or ownership interest in any Confidential Information.

3. Individual agrees not to email any Confidential Information. Individual will only email Confidential Information as specifically allowed by CC consistent with the level of access that Individual has been granted and consistent with CC policies and procedures.

4. Individual agrees that Individual will not save Confidential Information to portable media devices (Floppies, ZIP disks, CDs, PDAs, and other devices) or to any other device or computer. Confidential Information may not be downloaded to any other media without the express written authorization from CC.

5. Individual agrees not to release Individual's tokens, PINs, or passwords ("Sign On Code") to any person, including any employee or person acting on Individual's behalf. Individual agrees not to allow anyone else to access CC Systems under Individual's Sign On Code. Individual agrees to notify CC immediately if Individual becomes aware or suspects that another person has access to Individual's Sign On Code or if Individual has lost Individual's Sign On Code.

6. Individual agrees not to allow any unauthorized person to use or access the Confidential Information either onsite or remotely. Individual agrees not to allow Individual's family, friends or other persons to see the Confidential Information on Individual's computer screen while Individual is accessing the CC Systems. Individual further agrees to fully log out of the CC Systems before leaving any computer or workstation.

7. Individual agrees to follow all CC policies and procedures concerning access, use and disclosure of patient health information. Individual agrees to access Confidential Information only for those patients with whom Individual has a treatment, payment or healthcare operations relationship. Individual also agrees to access only the amount of Confidential Information necessary to perform Individual's job functions related to that treatment relationship. Individual agrees that Individual is strictly prohibited from accessing information about individuals who are not Individual's patients and shall hold CC fully

harmless from any damage, fees, penalties or losses and shall defend any such claim, damages, fees or penalties brought against CC related to such unauthorized access.

8. Individual agrees that Individual will never access Confidential Information for "curiosity viewing" or

“surfing” patient records. Individual understands that this includes viewing Confidential Information of Individual’s children, family members, friends, or coworkers, unless access is necessary to provide services to patients with whom Individual has a treatment, payment or healthcare operations relationship.

9. Individual agrees that CC may audit and periodically monitor compliance with this Agreement. Individual agrees to allow CC to inspect any computer Individual uses for accessing the CC Systems, including those located in Individual’s home, office or other facility.

10. Individual agrees that Individual’s obligations under this Agreement will continue in the event that CC terminates Individual’s access to the CC Systems for any reason.

11. Individual agrees that if Individual breaches any provision of this Agreement, CC has the right to terminate Individual’s access to the CC Systems immediately and Individual may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, civil or criminal action taken against Individual, including the assessment of applicable penalties as it relates to such breach or any other remedy available to CC.

12. Individual is responsible and accountable for all entries made and all retrievals accessed under Individual’s Sign-On Code, even if such action was made by Individual or by another due to Individual’s intentional, unintentional or negligent act or omission.

13. Individual agrees not to use the Confidential Information in any way detrimental to CC.

14. For employees, remote access to CC Systems must be requested by Individual’s manager through MyTechRequest (“MTR”). For non employees, access is granted based on contractual arrangements with CC through a CC sponsor.

15. If you are a CCF non-exempt employee, remote access shall only be granted through the MTR by Individual’s managerial approval based upon job description and job responsibilities and requirements and as consistent with applicable law. Individual shall track and record all hours worked via remote access and report hours worked in the timekeeping system.

16. This Agreement cannot be terminated or canceled, nor will it expire.

I hereby agree to the preceding terms:

Name of Individual (Please Print)

Company if applicable

Signature

Date