ARIES CONFIDENTIALITY AGREEMENT

I, the undersigned employee, volunteer, or contractor of _____, an HIV service Organization or affiliate thereof hereafter referred to as "Agency", participating under a Ryan White, HIV Health and Social Services or Housing Opportunities for Persons With AIDS Contract, have requested authorization by the designated representative of the Agency to have access to confidential client information including, but not limited to:

> HIV/AIDS Client Identifying Information (i.e., Name, Address, Date of Birth, Sex, Race, Ethnicity, Social Security Number); HIV/AIDS Client Medical Information (i.e., HIV/AIDS Status, Lab Test Results, Medical Conditions, Medications); Client Behavioral Information (i.e., Risk Factors, Substance Abuse Status, Mental Health Status); Client Services (including services provided by partner sites if the client agrees to share electronic ARIES data, which is also covered by this Confidentiality Agreement); Case Manager Progress Notes; Mental Health or Peer Counseling Progress Notes; Client Appointments; Client Care Plans.

I agree to comply with all federal and state laws and regulations regarding such confidential information, including but not limited to information, the disclosure of which is prohibited by state and/or federal law or regulations including, but not limited to the following:

a. §1902(a)(7) of the Social Security Act (42 U.S.C. §1396(a)(7));
b. §§12.003 and 21.012, Human Resources Code;
c. Chapter 85, Health and Safety Code;
d. Chapter 181, Health and Safety Code;
e. §576.005 and Chapter 611, Health and Safety Code;
f. 42 CFR Part 2;
g. 42 CFR Part 431, Subpart F;
h. 42 CFR Parts 160 and 164;
i. Title 40 TAC §711.1201, and
j. Title 25 TAC Chapter 414, Subchapter I.

I agree to use all confidential information only to carry out those duties and responsibilities of my employment, volunteerism, or contract authorized by the Agency and Bexar County. I will only access confidential information that I have a need to know. I will not in any way divulge copy, release, sell, loan, review, alter or destroy any Confidential information except as properly authorized within the scope of my employment. I will not misuse or carelessly handle confidential information.

I will safeguard my access code/password to electronic data and access keypads and will not disclose my access code/password or any other authorization I have that allows access

to confidential information. I accept responsibility for all activities performed using my access code/password and other authorization. I will retain the confidentiality and integrity of confidential information.

I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of confidential information. I understand that any report I make about suspect activities will be held in confidence to the extent permitted by law, including my name.

I understand that my obligations under this Confidentiality Agreement will continue after termination of the Agency's contracts through Ryan White, HIV Health and Social Services and Housing Opportunities for Persons with AIDS, and/or after termination of my association with the Agency.

DSHS may revoke my access code or other authorized access to confidential information for any reason. My access privileges are subject to periodic review, revision, and if appropriate, renewal.

I understand that neither I nor the Agency has any right or ownership interest in any confidential information. I understand that I will be held responsible for my misuse or wrongful disclosure of confidential information and for my failure to safeguard my access code/password or other authorized access to confidential information.

_____ _____

Signature Date

_____

Print Name

_____

Agency