



## ESSENT HEALTHCARE, INC.

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<b>Section:</b>	<b>Corporate Compliance</b>	<b>Effective Date:</b>	<b>4/15/05</b>
<b>Subject:</b>	<b>Confidentiality Statements</b>	<b>Revision Date:</b>	<b>10/26/09</b>
<b>Policy #:</b>	<b>CC-17</b>	<b>Review Date:</b>	<b>10/26/09</b>
<b>Responsible Party:</b>	<b>Corporate Compliance Officer</b>	<b>Revision #:</b>	<b>3</b>

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**Scope:**

This policy applies to all workforce members of Essent Healthcare, Inc., (“Essent”).

**Purpose:**

The purpose of this policy is to outline Essent policy regarding confidentiality of sensitive Company information.

**Policy:**

It is the policy of Essent to maintain strict confidentiality with regards to sensitive Company information including Protected Health Information (PHI), treatment protocols, employment records, financial information, and any other confidential Company information.

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**Procedure:**

1. Each new hire and/or contract employee of Essent must sign the attached confidentiality agreement before starting work.
2. Signed confidentiality agreements are to be obtained by and retained by the Human Resources Department of each facility.
3. Confidentiality statements should be retained in the employee’s personnel file permanently.

**References:**

The Health Insurance Portability and Accountability Act

**Essent Healthcare, Inc.**  
**Employee/Contract Labor Agreement**  
**Not to Reveal Confidential Matters**

Our employees and patients expect that their personal and medical information will be held in strictest confidence. During the course of your relationship with Essent, you may possess certain confidential information, including but not limited to the following:

- Patient accounts, treatments records, medical records and/or records regarding hospital operations;
- Cost, price, profit or other financial information;
- Hospital procedures, bulletins or manuals;
- Personnel records, employment records and/or wage data;
- Information regarding other Essent employees and/or hospital operations.

Essent Healthcare has the legal and ethical responsibility to safeguard the privacy of all employees and hospital patients; and to protect the confidentiality of all confidential information. Furthermore, the Health Insurance Portability and Accountability Act (HIPAA) requires that we implement policies and procedures to safeguard the confidentiality, integrity, and availability of all Protected Health Information (PHI). Unauthorized uses or disclosures of any confidential information will result in sanctions up to and including termination of employment and/or civil or criminal prosecution.

In the course of my relationship with Essent, I may come into possession of confidential information even though I may not be directly involved in providing patient care services.

I understand that such information must be maintained in the strictest confidence. I hereby agree that, unless I am legally required to do so as authorized by Essent general counsel, I will not at any time, during or after my relationship with Essent, disclose any confidential information to any person whatsoever, or permit any person whatsoever to examine or make copies of any patient reports or other confidential documents, whether written or electronic, prepared by me, coming into my possession or under my control.

I recognize and agree that I may have access to trade secrets or other proprietary information during the term of my relationship with Essent. I acknowledge that the trade secrets and proprietary information are unique assets of Essent. I agree not to disclose at any time, without prior written consent, any such trade secrets or item of information. This restriction shall be deemed to encompass any such information that I may develop or possess during the period that I am formally involved with Essent.

I agree that upon the termination of my relationship with Essent, whether voluntary or otherwise, to return to Essent the originals and any and all copies of any documents or software that was provided to, or generated by me; and to fully participate in the exit interview process if I am requested to do so.

I have made this Agreement freely and voluntarily and have had the opportunity to discuss the terms with the Chief Executive Officer or other Essent officials. I have read the foregoing and have agreed to the terms and conditions set forth herein. I recognize that under the Code of Federal Regulations personal criminal penalties may be imposed for breach of confidentiality.

I understand that violation of this agreement may result in dismissal from employment or termination of my contractual relationship with Essent.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_