



CONFIDENTIALITY AGREEMENT

Applies to Care Ring “workforce members” including all employees, volunteers and affiliates, both direct and indirect. Also applies to any organizations that contract with Care Ring and organizations that perform services within any Care Ring location.

It is the responsibility of all workforce members as defined above, including employees and volunteers, to preserve and protect confidential patient, employee and business information.

The federal Health Insurance Portability and Accountability Act (the “Private Rule”), governs the release of patient identifiable information by health care providers. This law establishes protection to preserve the confidentiality of various medical and personal information and specify that such information may not be disclosed except as authorized by law or the patient or the individual.

Confidential Patient Care Information includes: Any individually identifiable information in possession or derived from a provider of health care regarding a patient’s medical history, mental, or physical condition or treatment, as well as the patient’s and/or their family member’s records, test results, conversations, research records and financial information. (Note: This information is defined in the Privacy Rule as “protected health information.”) Examples include but are not limited to:

- Physical, medical, and psychiatric records including paper, photo, video, diagnostic and therapeutic records, laboratory and pathology samples;
- Patient insurance and billing records;
- Computerized patient data and alphanumeric radio pager messages;
- Visual observation of patients receiving medical care or accessing services; and
- Verbal information provided by or about a patient.

Confidential Employee and Business information includes, but is not limited to, the following:

- Employee and volunteer home telephone and work number and address;
- Spouse or other relative names;
- Social Security Number or income tax withholding records;
- Information related to evaluation of performance;
- Other such information obtained from Care Ring and any affiliates, which if disclosed, would constitute an unwarranted invasion of privacy; or
- Disclosure of confidential business information that would cause harm to Care Ring or any affiliate.

I understand and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information generated in connection with individual patient care, utilization review and evaluation.
2. It is my legal and ethical responsibility to protect the privacy, the confidentiality and security of all medical records, proprietary information and other confidential information relating to Care Ring and its affiliates, including business, employment and medical information relating to our clients, members, and volunteers.
3. I shall only access and disseminate patient care information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with officially adopted policies of Care Ring, or where no officially adopted policy exists, only with the express approval of my supervisor or designee. I shall make no voluntary disclosure of any other patient care, or utilization review, except to persons authorized to receive it in the conduct of Care Ring affairs.
4. I understand that if I have a computer, my user ID is recorded when I access electronic records and that I am the only one authorized to my user ID. Use of my user ID is my responsibility whether by me or anyone else.
5. I agree to discuss confidential information only in the work place and only for job related purposes and not to discuss such information outside the work place or within hearing of other people who do not have a need to know about the information.
6. I understand that any and all references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specifically protected under law and unauthorized release of confidential information may make me subject to legal and/or disciplinary action.
7. I understand that the law specifically protects psychiatric and drug abuse records, and that unauthorized release of such information may make me subject to legal and or disciplinary action.
8. My obligation to safeguard patient confidentiality continues after my termination of employment or volunteer services with Care Ring and any affiliates.

I hereby acknowledge that I have read and understand the foregoing information that my signature below signifies my agreement to comply with the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that the

Care Ring may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination as an employee or volunteer.

I have been informed regarding the liability of persons with access to client information as follows:

1. Disclosure of confidential information to persons not authorized to receive such information during or after my service can result in prosecution and a fine of up to \$500.00 (NCGS 122C-52).
2. Failure to comply with the confidentiality regulations can be grounds for termination and/or legal action.

I further acknowledge that I attended the Health Care Portability and Accountability Act (HIPAA) training sessions for Care Ring workforce and affiliates. My class was held on _____.

Dated: _____

Signature: _____

Print Name: _____

Department: _____