



Americare
Policy, Procedures and Information

Title: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	Effective Date: 08/12/2014
	Last Revision:
Issued By: Miri, Bank RN, Director of Compliance	Approved by: Professional Advisory Committee

I. POLICY

The purpose of this policy is to maintain an adequate level of security to protect Americare, CSS’s protected health information (“PHI”) and personal information from unauthorized access, use or disclosure. This policy applies to all Americare, CSS staff members. Staff members include all employees, and consultants at Americare, CSS. Users who are granted access to PHI and personal information will be required to sign a Confidentiality and Non-Disclosure Agreement. This policy is not intended, and should not be construed, to limit, prevent, or prohibit employees from complying with or exercising their rights under any applicable federal state, or local law, or from communicating about wages, hours, or other terms and conditions of their or their co-workers’ employment.

II. PROCEDURE

- A. Only authorized users are granted access to PHI. Such access is limited to specific, defined, documented and approved applications and level of access rights.
- B. As a condition to receiving passwords and user ID codes, or access rights to PHI (either by electronic or hard copy access), each employee and user must agree, in writing, to comply with established terms and conditions. Failure to comply with such terms and conditions may result in the denial and/or immediate suspension of access to PHI.
- C. A violation of the terms of this confidentiality and non-disclosure agreement may be grounds for disciplinary action, including termination of employment or contract, loss of privileges, legal action for monetary damages and/or injunction, or any other remedy available to Americare.



Confidentiality and Non-Disclosure Agreement

Americare, CSS's information systems contain confidential records pertaining to business operations, patients, business associate vendors or subcontractors, and Americare employees. Because this information is vital to the operation of Americare in providing quality service, it must be protected ("protected information"). As such, in accordance with current HIPAA and HITECH regulations, state law and Americare's policies governing the access, use, and disclosure of protected health information, you have the responsibility to protect such data. This agreement is not intended, and should not be construed, to limit, prevent, or prohibit employees from complying with or exercising their rights under any applicable federal state, or local law, or from communicating about wages, hours, or other terms and conditions of their or their co-workers' employment.

The purpose of this agreement is to provide you with information to assist you in understanding your duty and obligations relative to confidential information. *Your signature on this document indicates that the information contained herein has been explained to you, you received a copy of this document, and that you understand the rules set forth. In exchange for employment or continued employment, the receipt and sufficiency of which is hereby acknowledged, YOU AGREE:*

1. To respect the privacy and confidentiality of any information you may have access to through Americare's computer network and that you will access or use only that information necessary to perform your job.
2. To refrain from communicating information about a patient in a manner that would allow others to overhear such information and further to refrain from discussing a patient's information with anyone not permitted access to such information in accordance with Americare's established policies or that particular patient's wishes (e.g., friends, relatives, visitors, family members or patients, etc.).
3. To disclose confidential patient or staff information **ONLY** to those authorized to receive it.
4. To safeguard and not disclose your password or user ID code or any other authorization you may have that allows your access to protected information. You accept responsibility for all entries and actions recorded using your password and user ID code.
5. Not to attempt to learn or use another user password and user ID code to log-on to Americare's computer network.
6. To immediately report to the Security Officer any suspicions that your password and user ID code has been compromised.
7. Not to release or disclose the contents of any patient records or reports except to fulfill your work assignment.

8. To obtain written approval for use of portable media devices from the Security Officer, to obtain approval to copy any of Americare's data (exclusive of patient personal information and protected health information, which may never be copied to a portable media device) from the Security Officer, to maintain the security of data on portable media devices, and to connect portable media devices to a computer secured by the most up to date antivirus software and operating patches as recommended by the Security Officer.

9. Not to remove or copy any protected information or reports from their storage location except to fulfill your work assignment.

10. Not to sell, loan, alter or destroy any protected information or reports except as properly authorized within the scope of your job assignment.

11. Not to leave your computer terminal or workstation unattended without locking or turning off your terminal before leaving your work area or securing hardcopy information so that it may not be disclosed to unauthorized persons.

12. Not to access or request any protected information that is not necessary to perform your assigned job function.

13. Not to permit others to access Americare's computer network using your password or ID code.

14. To permit your access to Americare's computer network to be monitored by Americare.

15. Not to download or make copies of any software or applications without proper written authorization or license.

16. Not to access or download any pornography or other illegal materials or perform any illegal activities such as gambling while on Americare's computer network.

17. Not to use Americare's computer network to send/forward messages that constitute harassment, discrimination, bullying, threats of violence, or libel.

17a. Not to forward any Americare emails to private email accounts

17b. Not to request any faxes to be sent to a non Americare fax numbers

18. To promptly report any suspected or known unauthorized access, use, or disclosure of protected information.

19. To abide by Americare's "Notice of Privacy Practices," any other policies and procedures set forth by Americare and any federal, state, and/or local regulations governing privacy issues.

20. To restrict personal use of Americare's computer network to meal and rest break periods and to follow Americare's established policies governing such personal use.

21. Not to store personal files or information on Americare's computer network.

22. Not to remove, copy, or disclose confidential information regarding Americare employees, such as performance or disciplinary records, social security numbers, financial information (including bank and credit card numbers), and personal health information, including, but not limited to medical insurance numbers, except as needed to fulfill the duties of my position with Americare

Upon termination of my employment or services with Americare I shall promptly deliver to Americare, CSS all protected information and documents, including, but not limited to, such things as medical information, manuals, notebooks, reports, patient, vendor lists and information, and anything else owned by Americare or to which Americare is entitled and which is in my possession or under my control.

In the event of a breach or a threatened breach of any of the preceding provisions, Americare, CSS shall, in addition to the remedies provided by law, have the right and remedy to have such provisions specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any breach of any of these provisions will cause irreparable injury to Americare.

This agreement supersedes and replaces any prior or existing understanding between Americare and me relating generally to the same subject matter.

If any of the above numbered provisions, in whole or in part, of this agreement is declared void or unenforceable by a court of competent jurisdiction, the remainder this agreement or the remainder of such provisions shall remain in full force and effect. If any provision of this agreement is so broad as to be unenforceable, such provision shall be interpreted to be only broad as enforceable.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

I further understand that the duties and obligations set forth in this document will continue after the termination, expiration, and cancellation of this agreement to include my termination of employment. I also understand my password and user ID code can be temporarily or permanently revoked or I can be terminated if I fail to abide by the rules set forth.