

<b>Val Verde Regional Medical Center</b>	REFERENCE #:
<b>SUBJECT: Health Information Confidentiality Agreement</b>	Page 1 of 2
<b>DEPARTMENT: Hospital Wide</b>	EFFECTIVE:
<b>APPROVED BY: Administration</b>	REVISED: <b>January 2004</b>

## **HEALTH INFORMATION CONFIDENTIALITY AGREEMENT**

Please read all sections of this Health Information Confidentiality Agreement (this "Agreement") before signing below.

I, the undersigned is required by the Health Insurance Portability and Accountability Act of 1996 to protect the confidentiality of protected health information ("PHI") of covered individuals. In the course of your employment with Val Verde Regional Medical Center (VVRMC), you may obtain access to covered individuals' PHI. Because you may have contact with VVRMC related PHI, you must agree to the following as a condition of your employment with VVRMC:

**1. Confidentiality of PHI.**

I understand that all health information that may in any way identify a covered individual must be maintained confidentially.

**2. Use and Disclosure of PHI.**

I agree to comply with the restrictions on VVRMC's use and disclosure of PHI, as set forth in the Privacy Policy and the HIPAA policies and procedures (P&P's).

**3. Prohibited Use and Disclosure.**

I agree that, except as required under my job responsibilities, I will not at any time during or after my work for VVRMC speak about or share any PHI with any person or permit any person to examine or make copies of any PHI maintained by or for VVRMC. I understand and agree that personnel who have access to health records must preserve the confidentiality and integrity of such records, and no one is permitted access to any VVRMC related health record without a necessary, legitimate, work-related reason. I will not, nor will I permit any person to, inappropriately examine or photocopy any VVRMC related health record or remove any VVRMC related health record from VVRMC.

**4. Safeguards.**

I understand that when PHI is within my control, I must use all reasonable means to prevent it from being disclosed to others (whether orally, in writing, electronically, or by fax), except as permitted by the HIPAA P&P's. If I discuss PHI with another person, I will make reasonable efforts to avoid such conversations from being unnecessarily overheard. I will take care concerning any VVRMC related health information that is maintained on a handheld or laptop computer or other electronic device or that is delivered by e-mail. I will not at any time reveal to anyone any confidential access code to VVRMC related information systems, and I will take all reasonable measures to prevent the disclosure of my access codes to anyone. I also understand that VVRMC may, at any time, monitor and audit my use of any electronic/automated related health records and information systems.

<b>Val Verde Regional Medical Center</b>	REFERENCE #:
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**5. Training Concerning Privacy Policies and Procedures.**

I certify that I have completed the training courses offered in connection with HIPAA, and I will abide by the terms governing my access, use, and disclosure of Plan-related PHI.

**6. Return or Destruction of PHI.**

If, as part of my job responsibilities, I must take PHI off the premises of VVRMC, I will ensure that all of the PHI, in any form, is returned to VVRMC or, if approved by VVRMC, destroyed in a manner that renders it unreadable and unusable by anyone else.

**7. Obligations upon Termination of Access to PHI.**

At the end of my employment with VVRMC, or when my access to related PHI is otherwise terminated, I will make sure that I take no PHI with me, and that all PHI in any form is returned to VVRMC or, if approved by VVRMC, destroyed in a manner that renders it unreadable and unusable by anyone else. Discharge or termination, whether voluntary or not, will not affect my ongoing obligation to safeguard the confidentiality of PHI and to return or destroy any such PHI in my possession.

**8. Sanctions.**

I understand that my unauthorized access or disclosure of PHI may violate state or federal law and cause irreparable injury to VVRMC and harm to the individual who is the subject of the PHI and may result in disciplinary and/or legal action being taken against me, including termination of my employment.

**9. Reporting of Non-Permitted Use or Disclosure.**

I agree to immediately report to VVRMC's Compliance Officer any unauthorized use or disclosure of PHI by any person of which I become aware.

By my signature below, I agree to abide by all the terms and conditions of this Agreement.

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

Printed Name: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_