

MIDVALE CBC COMMUNITY CLINIC PHYSICAL THERAPY
CONFIDENTIALITY AND INFORMATION SECURITY AGREEMENT

NOTE: This form is a condition of providing patient care at Midvale CBC Community Clinic Physical Therapy (MCBCCCPT) and must be signed by all new student volunteers OR volunteer attending physical therapists *prior* to your first patient care shift.

Student volunteers, volunteer attending physical therapists, trainees, and all other individuals (hereafter referred to collectively as "volunteers") providing or observing patient care at Midvale CBC Community Clinic Physical Therapy are required to maintain the confidentiality of patient, clinical, financial, or other sensitive information. MCBCCCPT volunteers will be held personally responsible for safeguarding security log-in processes, passwords, and electronic signatures. MCBCCCPT volunteers must strictly adhere to standards that govern authorized access to, use and/or disclosure of sensitive and confidential information. Failure to do so may result in disciplinary action, up to and including termination of clinic volunteering privileges. (You are required to sign this document as a condition of providing or observing patient care at the clinic.)

I ACKNOWLEDGE, UNDERSTAND, AND AGREE:

1. The types and categories of (written, verbal, electronic or printed) considered to be confidential ("CONFIDENTIAL INFORMATION") include, but are not limited to: (a) hospital medical records; (b) clinic medical records; (c) physician's private patient records; (d) medical records received from other health care providers; (e) correspondence addressed to or from MCBCCCPT volunteers concerning a specific, identifiable patient; (f) patient information verbally given to me by the patient or other persons; (g) diagnoses; (h) assessments; (i) medical histories; (i) operative reports; (k) discharge summaries; (l) nursing notes; (m) medications; (n) treatment plans; (o) follow-up care plans; (p) requests for and results of consultations; (q) results of laboratory, radiologic, or other medical tests; (r) demographic data; (s) financial/funding information; and (t) all other types and categories of information to which I know or have reason to know MCBCCCPT intends or expects confidentiality to be maintained.
2. Services provided by MCBCCCPT for its patients and all documents and information related to such services are considered private and CONFIDENTIAL INFORMATION.
3. Patients furnish information to MFHCPT with the understanding and expectation that it will be kept confidential and used only by authorized persons, within the scope of his/her employment, as necessary, to provide needed services.
4. CONFIDENTIAL INFORMATION stored in electronic form must be treated with the same medical/legal care as data in the paper chart. Any electronic information must be accessed and saved using an encrypted device.
5. My access to CONFIDENTIAL INFORMATION subjects me to legal guidelines and obligations.
6. I will comply with all information security policies and procedures in effect at MCBCCCPT.
7. I will access data only in accordance with policies and standards.

8. By reason of my duties or in the course of my employment I may receive or have access to verbal, written or electronic information concerning patients, staff and services performed by MCBCCCPT. I will not inappropriately access, use, or disclose (verbally, in written form or by electronic means) to any person, or permit any person to inappropriately access, use, or disclose any reports or other documents prepared by me coming into my possession or control, or to which I have access, nor any other information concerning the patients, staff or operations of MCBCCCPT at any time, during or after my employment.
9. If and when my MCBCCCPT commitment/volunteering eligibility ends, I will not inappropriately access, use, disclose, retain, or copy any reports or other documents prepared by me, coming into my possession or control, or to which I have access, nor any other information concerning the patients, staff or operations of MCBCCCPT.
10. I will not destroy or erase any data or information in any form located in or stored in MCBCCCPT computers or files unless it is part of routine computer maintenance.
11. I will use discretion to assure conversations that include CONFIDENTIAL INFORMATION cannot be overheard by persons who do not have a "need to know" when information must be discussed with others in the performance of my duties.
12. I will adhere to MCBCCCPT procedures governing proper handling or disposal of printed material containing individually identifiable information.
13. I will notify the student board directors immediately, but no later than one business day, of any actual or suspected inappropriate use, access, or disclosure of CONFIDENTIAL INFORMATION, whether by me or anyone else, whether intentional or accidental. There will be NO retaliation for filing a complaint.
14. I will maintain the confidentiality of all information concerning patients, staff or operations of the MFHCPT regardless of the method of retrieval, including information obtained on MCBCCCPT laptops or personal computers.
15. The inappropriate access, use, or disclosure of information by me may violate state and/or federal laws and may subject me to civil damages and criminal prosecution, and to disciplinary action, up to and including termination of clinic volunteering privileges.
16. All documents, encoded media, and other tangible items provided to me by MCBCCCPT or prepared, generated, or created by me in connection with any activity of MCBCCCPT are the property of MCBCCCPT.
17. MCBCCCPT as the holder of data, reserves the right to, and may monitor and audit, all information systems for security purposes.
18. Logon IDs and passwords for wireless, files on the USB thumb drive, etc. are not to be shared with anyone other than other student volunteers, clinic volunteers (i.e. interpreters), or attending physical therapists.

19. I will not access data on patients or other individuals for whom I have no responsibility or for whom I have no business related "need to know". Audit trails will track unauthorized access.

20. Regardless of the site of access, information must be treated as confidential. Unauthorized access or release of confidential information will subject me to disciplinary action, up to and including suspension of clinic volunteering privileges.

21. I will only access confidential information on a personal computer/laptop if it is encrypted.

22. I will refrain from making unauthorized copies of data or applications on the clinic laptop or other student's personal computers. Loading of viruses, unauthorized queries, and other interference with computer resources will subject me to disciplinary action, up to and including suspension of clinic volunteering privileges.

23. I am required to complete Privacy and Security Training (i.e. HIPPA training) through the University of Utah.

24. This signed document will become a part of my permanent personnel and/or volunteer record.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT that I have read and understand Midvale CBC Community Clinic Physical Therapy's Confidentiality and Information Security Agreement, in its entirety.

Name (*please print*) _____

Signature _____ **Date:** _____

Clinic Position (*please circle*) Student Volunteer Volunteer Attending PT Other: _____