Brooks Alternative Agency Inc.

CONFIDENTIALITY AGREEMENT

It is the responsibility of all Healthcare workforce members, including employees, medical staff, and office staff to preserve and protect confidential patient, employee and business information.

The Federal Health Insurance Portability Accountability Act (the "Privacy Rule"), govern the release of patient identifiable information by home health agencies and other health care providers. These laws establish protections 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 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 patients and/or their family members 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 reports, laboratory and pathology samples;
- Patient insurance and billing records;
- Computer and department based computerized patient data; and
- 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 home telephone 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 the Agency records which if disclosed, would constitute unwarranted invasion of privacy; or
- Disclosure of Confidential business information that would cause harm to Brooks Alternative Agency Inc..

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, risk management and/or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to Brooks Alternative Agency Inc. and its affiliates, including business, employment and medical information relating to our patients, members, employees and health care providers.

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3. I shall only access or 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 Brooks Alternative Agency Inc., 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 discussion, deliberations, patient care records or any other patient care, peer review or risk management information, except to persons authorized to receive it in the conduct of Brooks Alternative Agency Inc. affairs.

4. Brooks Alternative Agency Inc. Administration performs audits and reviews patient records in order to identify inappropriate access.

5. My user ID is recorded when I access electronic records and that I am the only one authorized to use my user ID. I will only access the minimum necessary information to satisfy my job role or the need of the request.

6. I agree to discuss confidential information only in the work place and only for job related purposes and to not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information.

7. 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.

8. My obligation to safeguard patient confidentiality continues after my termination of employment with the Brooks Alternative Agency Inc..

I hereby acknowledge that I have read and understand the foregoing information and 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 Brooks Alternative Agency Inc. may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination from the Brooks Alternative Agency Inc..

Dated: _____ Signature: _____

Print Name: _____

Department/Role: _____