



CATHOLIC COMMUNITY SERVICE

Employee/Contractor/Volunteer Confidentiality Agreement

It is the responsibility of all Catholic Community Service (CCS) employees (including full time, part time, substitute, on-call and temporary), contractors, and volunteers to use, preserve and protect confidential client, employee, and business information. The purpose of this agreement is to help you understand your obligations regarding confidential information.

Laws governing the privacy of, access to, and maintenance of confidential information includes, but is not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and HIPAA Final Omnibus Rule, the Alaska Personal Information Protection Act, Counsel on Accreditation (COA) and agency policies. These and other laws, rules, regulations, standards apply whether the information is held in a paper or electronic format, and whether the information is used or disclosed orally, in writing or electronically.

Confidential client information includes, but is not limited to:

- Physical, electronic, and verbal personal and medical information
 - Protected Health Information (PHI)
 - Date of birth and dates of services rendered
 - Telephone number
 - Email address
- Client insurance and billing information
- Client identification numbers/account numbers
- Vehicle license plate numbers/VIN numbers (unless reporting a client driving under the influence of alcohol or other substances)
- Photographs
- Social Security number

Confidential employee and business information includes, but is not limited to:

- Employee home address and telephone number
- Driver's license number
- Account numbers
- Passwords
- Social Security number
- Information related to evaluations of performance
- Salary and Benefits Information
- Medical information

Unauthorized use, disclosure, viewing of, or access to confidential information in violation of state and/or federal laws may result in personal fines, civil liability, licensure sanctions and/or criminal penalties, in addition to CCS disciplinary action.

Exceptions:

The following situations are exceptions which require unauthorized disclosure of confidential information (as per Alaska Statutes 47.17 and 47.24.010 [Mandatory Reporter regulations]):

1. Known or suspected child abuse or neglect
2. Intent to harm self or others, including warning of potential victims (Duty to warn – Tarasoff case)
3. Abuse or neglect of a vulnerable adult (i.e. elderly or disabled person).



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CCS Acknowledgement of Responsibility

I understand and acknowledge that:

1. It is my legal and ethical responsibility to preserve and protect the privacy, confidentiality, and security of all confidential information related to CCS and its affiliates, including business, employment, and medical information relating to CCS clients and employees in accordance with applicable laws, rules, regulations, standards and policies.
2. I will only access, use or disclose confidential information only in the performance of my assigned duties and where required or permitted by law, and disclose information only to individuals who have the right to receive that information. When using or disclosing confidential information, I will use or disclose only the minimum necessary.
3. I will not divulge, copy, release, sell, loan, review, alter, or destroy any confidential information/data except as properly authorized.
4. I will only discuss confidential information only in the workplace and only for job related purposes and not to 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.
5. Special legal protections apply to and require special authorization for release of mental health records, drug abuse records, and any and all references to HIV testing and status. I will obtain such authorization for release when appropriate.
6. My access to CCS electronic information system is subject to monitoring and audits in accordance with CCS policy.
7. My User ID(s) constitutes my signature and I will be responsible for all entries made under my User ID(s). I agree to always log off of shared workstations.
8. It is my responsibility to follow safe computing guidelines:
 - a. It will use **encrypted** computing devices (whether personal or CCS owned) such as desktop computers, laptops, tablets, smart phones, flash drives, and external storage, **for any CCS work purpose** which involved the use, exchange, or review of Protected Health Information (PHI) or Personally Identifiable Information, or confidential CCS information.
 - b. I will only email confidential information/data by using an encrypted email service (i.e. State of Alaska Direct Messaging Service).
 - i. It is safe to email confidential information/data between Groupwise email addresses. It is not safe to email from Groupwise address to outside address (i.e. Groupwise address to yahoo address). All other email must use de-identified information for it to be transmitted from Groupwise to outside address.
 - ii. A client/patient has the right to request in writing "Communication by Alternate Means" allowing CCS personnel to communicate confidential information via email or text without de-identifying it or it being encrypted.
 - c. I will not **text** confidential information/data.
 - d. **I may be personally responsible** for any breach of confidentiality resulting from unauthorized access to confidential data.
 - e. I will not share my **Login or User ID and password** with any other person. If I believe that someone else has used my Login or User ID and password, I will immediately report the use to the IT Help Desk and the Privacy Officer.
9. I accept responsibility for all activities undertaken using my assigned access code and/or any other authorizations.
10. I will report activities by any individual, including myself, or entity that is suspected of compromising the confidentiality of confidential information/data.
11. I understand that my obligation to safeguard client confidentiality continues after my termination (voluntary or involuntary) of employment with CCS.

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. I further understand that a breach or threatened breach of this confidentiality agreement may result in disciplinary action up to and including my termination from CCS, and personal fines, civil liability, licensure sanctions and/or criminal penalties including imprisonment.

Printed Name

Signature

Date

CCS Staff Signature

Date