



Electronic Information Access Confidentiality Certification

Important: Please read all sections. If you have any questions; have them answered before signing.

1. Confidentiality of Patient Information:

- a) All patient health information is private and confidential therefore access to this information is a privilege that must not be taken for granted.
- b) Patients provide personal information with the expectation that it will be kept confidential and only be used by authorized persons as necessary to provide treatment, obtain payment for services provided and to perform other business related activities necessary to maintain appropriate health care operations;
- c) All personally identifiable information provided by patients or regarding medical services provided to patients, including oral, written, printed, photographic and/or electronic (collectively the "Confidential Information") is strictly confidential and is protected by federal and state confidentiality laws and regulations including but not limited to the Health Insurance Portability and Accountability Act 1996 (HIPPA) that prohibit its unauthorized use or disclosure;
- d) For the duration of my affiliation with Suffolk Care Collaborative (SCC), I may be given access to certain Confidential Information that may also require additional protections including but not limited to:
 - 1) The New York State Public Health Law Article 27-F and Part 63 of 10 NYCRR AIDS Testing and Confidentiality of HIV-Related Information; which states that no person who obtains confidential HIV- related information in the course of providing any health or social service or pursuant to a release of confidential HIV- related information; including but not limited to any information indicating that a person has had an HIV- related test, such as an HIV antibody test; has HIV-infection, HIV- related illness, or AIDS; or has been exposed to HIV, may disclose or be compelled to disclose such information. Illegal disclosure of confidential HIV- related information may be punishable by a fine of up to \$5,000 and a jail term of up to one year
 - 2) New York State Mental Hygiene Law § 33.13 governs the protection, confidentiality and disclosure of behavioral health services, psychiatric care and substance abuse treatment. The law strictly limits disclosure of mental hygiene related information. *All* disclosures of mental hygiene related information require an authorization signed by the patient/individual or their personal representative.

2. Disclosure, Use and Access of Electronic or Hard Copy Confidential Information:

Any information acquired or accessed through my affiliation with SCC must be kept confidential. This applies to all HIPAA Protected Health Information (HIPAA-e-PHI) and includes but is not limited to patient information, participate organization proprietary information and confidential business information pertaining to SCC.

Each individual who is permitted access to SCC is responsible for protecting the privacy of the patients' information that is accessible through the network. Individuals with access to SCC must also take care to preserve confidentiality of such information in conversations, in handling, copying, storing, and disposal of documents and any and all electronic media that contains such information.

Access to SCC system and other proprietary or SCC business related information is permitted on an as needed basis. Access is granted based on the individual's job title, position or assigned responsibilities and does not allow access to any information that is not part of one's duties and responsibilities.

Each individual who is permitted access to SCC will receive a username and temporary password for accessing the SCC system. Each individual who is granted access is responsible for maintaining confidentiality of the information contained in the SCC system by never sharing their password or allowing others to use their access and always locking or logging off the SCC system prior to leaving the workstation, PC, laptop or other electronic device used to access the SCC system, unattended. Each individual who is granted access to the SCC system is accountable for any and all activities that occur under their username and password. This activity will be periodically monitored.

Disclosure of confidential information is prohibited even after termination of affiliation with or access to SCC; either as a member of a participating organization which has terminated the participation agreement or as an individual who is no longer affiliated with a participating organization, unless specifically waived in writing by an authorized party who has consulted with SCC Legal Counsel and/or the SCC Information Privacy and Security Officer.

I agree, that except as authorized in connection with my assigned duties, I will not at any time use, access or disclose any Confidential Information to any person (including, but not limited to co-workers, friends and family members). I understand that this obligation remains in full force during the entire term of my affiliation with or access to SCC system and continues in effect after such affiliation or access is terminated.

3. Confidentiality Policy

I agree, I will comply with federal and state confidentiality laws as well as SCC policies and procedures that apply to me as a result of my affiliation with or access to SCC systems. Any violation of this acknowledgement or SCC policies and procedures is strictly prohibited.

4. Return of Confidential Information

Upon termination of my affiliation with or access to SCC systems, for any reason, or at any other time upon request, I agree to promptly return to SCC or my participating organization SCC administrator any copies of Confidential Information obtained through the SCC system in my possession or control (including all printed and electronic copies), unless retention is specifically required by law or regulation.

5. Periodic Certification

I understand that I will be required to periodically certify that I have complied in all respects with this Acknowledgment, and I agree to so certify upon request.

6. Remedies

I understand and acknowledge that the restrictions and obligations I have accepted under this Acknowledgement are reasonable and necessary in order to protect the interests of the patients who have consented to allow their health information be made available to me through SCC and that my failure to comply with this Acknowledgement in any respect could cause irreparable harm to patients, SCC and/or my employer.

7. Violations

I understand that SCC may initiate administrative actions against me in accordance with SCC policies and procedures or applicable federal or state laws for disclosure of or unauthorized use of patient health information or proprietary SCC business information or non-compliance with this acknowledgment. I understand that SCC sanctions for a violation may include, but are not limited to, penalties up to and including termination affiliation with SCC and/or access to SCC system. I understand that I may be subject to civil and/or criminal penalties as well in accordance with federal or state laws.

I have received and read this Statement of Confidentiality and understand the requirements set forth in it.

Printed Name (LEGIBLY): _____ Date: _____

Signature: _____ Employee ID #: _____
(if applicable)