



HIPAA PATIENT CONFIDENTIALITY STATEMENT - CERTIFICATE

ACCESS AND CONFIDENTIALITY AGREEMENT

As a Trimed Healthcare, LLC agency Direct Care Worker with privileges at patient's homes, you may have access to what this agreement refers to as "confidential information." The purpose of this agreement is to help you understand your duty regarding confidential information.

Confidential information includes consumer/member information, employee/volunteer/ student information, financial information, other information relating to the consumer and information proprietary to other companies or persons. You may learn of or have access to some or all of this confidential information through a computer system or through your employment activities with this agency.

Confidential information is valuable and sensitive and is protected by law (HIPPA) and by strict home care agency policies. The intent of these laws and policies is to assure that confidential information will remain confidential - that is, that it will be used only as necessary to accomplish the agency's mission. As an Direct Care Worker you are required to conduct yourself in strict conformance to applicable laws and the agencies policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violation of any of these duties will subject you to discipline, which might include, but is not limited to, termination of employment and to legal liability.

As a Direct Care Worker, you understand that you will have access to confidential information which may include, but is not limited to, information relating to:

Consumers/members (such as records, conversations, assessment information, service care plan, consumer/member financial information, etc),

Agency information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.) and

Third party information (such as computer programs, consumer and vendor proprietary information, source code, proprietary technology, etc.).

Accordingly, as a condition of and in consideration of your access to confidential information, you promise that:

1. You will use confidential information only as needed to perform your legitimate duties as an employee/contractor/ volunteer/student affiliated with the agency. This means, among other things, that:
 - A. You will only access confidential information for which you have a need to know; and
 - B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of your professional activities affiliated with the agency; and
 - C. You will not misuse confidential information or carelessly care for confidential information.
2. You will safeguard and will not disclose any access code or any other authorization you have that allows you to access confidential information.
3. You accept responsibility for all activities undertaken using your access code and other authorization.
4. You will report activities by any individual or entity that you suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
5. You understand that your obligations under this Confidentiality Agreement will continue after termination or discontinuation of your employment. You understand that your privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
6. You understand that you have no right or ownership interest in any confidential information referred to in this Agreement. The agency may at any time revoke your access code, other authorization, or access to confidential information. At all times during your employment, you will safeguard and retain the confidentiality of all confidential information.
7. You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your access code or other authorization access to confidential information. You understand that your failure to comply with this Agreement may also result in your being made a DNU at the agency.

I consent that I have read and understand the HIPAA Consumer Privacy Rules and



The Access and Confidentiality Agreement and agree to abide by them.

TRIMED Healthcare, LLC (Agency) Employee Signature

Date

Printed Name