



MACOMB COUNTY COMMUNITY MENTAL HEALTH WORKFORCE CONFIDENTIALITY AGREEMENT

Macomb County Community Mental Health (MCCMH) “Workforce Members” are responsible to protect the confidentiality of all patient, medical, financial, employee, organizational, and other types of information observed or accessed as a result of their work for or on behalf of MCCMH. Please see the “Definitions Attachment” for definitions of the capitalized terms used in this Confidentiality Agreement.

I understand that I am a Workforce Member and that MCCMH has conditioned its approval of my continued affiliation with MCCMH on my agreement to and compliance with the following terms:

1. I will protect and treat any and all information to which I am exposed to as a Workforce Member as highly confidential. This applies to all sources of information received by all methods of communication (e.g., via computer systems, paper documents, email, telephone, verbal, etc.).
2. I will not access, view, use or disclose Confidential Information except as permitted by this Confidentiality Agreement, MCCMH Policy, and applicable law, (including but not limited to, 42 CFR Part 2, regarding the “Confidentiality of Alcohol and Drug Abuse Patient Records”; the Michigan Mental Health Code; and the Health Insurance Portability and Accountability Act of 1996, as amended, the Health Information Technology for Economic and Clinical Health Act (found in Title XIII of the American Recovery and Reinvestment Act of 2009), including all rules and regulations promulgated thereunder, as they may exist from time to time (HIPAA)).
3. I will only access, view, use or disclose PHI, PII and other Confidential Information to the extent it is minimally necessary to perform my assigned responsibilities for MCCMH. If I have any questions about what is minimally necessary, I will ask my supervisor or the MCCMH Privacy Officer for clarification before I access the information.
4. I will not discuss patient information in an area where unauthorized individuals may hear me (e.g., elevators, cafeteria, public transportation, restaurants, social events, etc.). I understand that it is not acceptable to discuss patient information in public areas even if the patient’s name is not used.
5. I will not remove or move Confidential Information from MCCMH’s facilities or computer systems to unauthorized locations (e.g., my home or school computer).
6. If MCCMH assigns me credentials to access MCCMH information systems (user ID and/or password), including but not limited to the MCCMH electronic health record, I agree that:

- a. I will not tell anyone my user ID or password or leave a written copy my user ID or password where they may be viewed by another individual.
 - b. When I leave the immediate physical vicinity of a PC or other device (whether in a MCCMH facility or a remote site) upon which I am signed into a system, I will properly log out or otherwise secure my workstation consistent with MCCMH policy.
 - c. Use of my user ID and password by anyone other than me is forbidden.
 - d. I will not attempt to learn or use another user's access ID or password.
 - e. If I think my user ID/password may be known by others I will tell my supervisor immediately.
 - f. If I have remote access to any MCCMH information system, I will ensure appropriate security measures are maintained on the remote PC or device. Furthermore, I will ensure no patient data is downloaded or otherwise stored on the remote PC.
7. Violation of this Confidentiality Agreement may result in disciplinary action up to and including termination of my affiliation (e.g., employment, contract, etc.) with MCCMH and/or suspension or restriction or loss of privileges, as well as potential personal civil and criminal legal penalties.
8. I understand that my obligations under this Confidentiality Agreement remain in effect during and after my affiliation with MCCMH. Upon termination of my affiliation with MCCMH, I will immediately return all property (e.g., keys, documents, ID badges, etc.), and all Confidential Information.

I have read and fully understand the above and agree to be bound by each and every term and condition of this Agreement as well as all relevant MCCMH policies.

Workforce Member Signature

Date

Supervisor Signature

Date

DEFINITIONS ATTACHMENT

MCCMH WORKFORCE CONFIDENTIALITY AGREEMENT

- Confidential Information: Information belonging to MCCMH or its affiliates, regardless of whether or not labelled “confidential”, including: (i) patient information (medical or non-medical); (ii) PHI; (iii) PII; (iv) employee/personnel information; (v) access codes to MCCMH facilities or information systems; (vi) business/organizational information; (vii) intellectual property; and (viii) information which MCCMH has contracted to keep confidential.
- Patient Identifying Information (PII): The name, address, social security number, fingerprints, photograph or similar information by which the identity of a patient can be determined with reasonable accuracy either directly or by reference to other information.
- Protected Health Information (PHI): Clinical records and other information, including demographic information or the fact that an individual is a MCCMH patient, collected from a patient in any form, and held or disclosed by MCCMH, whether communicated electronically, on paper, orally or any other means that: (i) relates to the past, present, or future physical or mental health or condition of a patient, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to a patient; and (ii) identifies or provides a reasonable basis for the belief that the information can be used to identify a patient.
- Workforce Member: Employees, volunteers, trainees, certain independent contractors who work at MCCMH facilities, and other persons whose conduct, in the performance of work for MCCMH, is under the direct control of such MCCMH, whether or not they are paid by MCCMH.