

CONFIDENTIALITY AND COMPLIANCE AGREEMENT FOR MAINEGENERAL HEALTH & ITS SUBSIDIARIES EMPLOYEES, VOLUNTEERS, STUDENTS, TRAINEES AND OTHER MEMBERS OF THE WORKFORCE, AND CONTRACTORS

This Confidentiality and Compliance Agreement applies to all employees, volunteers, students, trainees, observers, workforce members, contractors, and other members of MaineGeneral Health and its subsidiaries (“MaineGeneral”), including business associates and all members of the MaineGeneral Medical Staff, who have access to patients’ protected health information (“PHI”), including electronic PHI (“ePHI”), Personally Identifiable Information (“PII”) and to proprietary business, financial, human resources or other confidential information in multiple formats including but not limited to verbal, written or electronic communications (all forms and formats, including PHI, ePHI, and PII, collectively referred to as “Confidential Information”) in order to perform services for MaineGeneral. I understand that I am expected to maintain the highest standards of professional and ethical conduct in the course of carrying out the services for MaineGeneral. Consistent with such standards, I am ethically and legally bound to protect the confidentiality of any Confidential Information to which I have access in the course of performing services for MaineGeneral.

Confidentiality Requirements. I understand and agree:

1. To preserve, protect and conscientiously safeguard any and all Confidential Information to which I am or become privy in the course of carrying out my responsibilities related to MaineGeneral, whether as required to perform duties or as incidental exposures.
2. To respect and maintain the confidentiality of all discussions, deliberations, and any other Confidential Information generated in connection with individual patient care, risk management, and/or performance improvement activities.
3. That access to all Confidential Information is granted to me on a need-to-know basis. A need-to-know is defined as access to information only as it is required to perform my assigned professional duties related to treatment, payment and healthcare operations, or to perform other designated work-related or contractual responsibilities.
4. To only access or disseminate Confidential Information in the performance of my assigned work-related or contractual duties and where required or permitted by law, and in a manner that is consistent with officially adopted policies of MaineGeneral. I shall make no disclosure of any discussion, deliberations, patient care records or any other patient care, performance improvement activities or risk management information, except to authorized persons with a ‘need to know’ in the conduct of MaineGeneral’s affairs.
5. To discuss Confidential Information only for purposes related to treatment, payment, or healthcare operations, or for other lawful purposes, and to not discuss such information with those who do not have a ‘need to know’ the information. All oral communication of Confidential Information must be communicated in appropriate tones and contain the minimum amount of information needed to accomplish the desired task.
6. That 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 HIV information may make me subject to legal and/or disciplinary action.
7. That the law specifically protects mental health and substance abuse information and that unauthorized release of such information may make me subject to legal and/or disciplinary action.
8. That I may not remove any Confidential Information from MaineGeneral unless expressly permitted by MaineGeneral policies or by the MaineGeneral Privacy Officer.
9. To immediately contact the MaineGeneral Privacy Officer (207-626-6980) if I become aware of any violation of this policy or have any questions about the use or disclosure of Confidential Information.
10. To ensure that all Confidential Information is kept safe from unauthorized access and locked in desks or file cabinets when not in use.
11. That my obligation to safeguard Confidential Information continues after my duties to MaineGeneral conclude.

Information Systems Requirements. I understand and agree:

1. That I will be given access to MaineGeneral Information Systems (collectively, “MGIS”) to perform my duties and responsibilities related to the services I provide to MaineGeneral, and that I may be subject to legal action for any damages resulting from my willful unauthorized access to or use of Confidential Information accessed via MGIS.
2. That for purposes of providing care and treatment to MaineGeneral patients, to exercise clinical privileges, or for legitimate purposes related to treatment, payment or health care operations, I may access Confidential Information via the MGIS. I will not access, obtain or use such information unless I need to do so for purposes of patient care or treatment, payment or health care operations, or for other lawful purposes, pursuant to my professional obligations.
3. To access the minimum amount of information required to perform a legitimate purpose related to treatment, payment or healthcare operations, or other lawful activities, and will sign off from MGIS access (on-site or remote) at all other times.
4. That all required conditions to access information using MGIS have been met and that my access is necessary to accomplish my duties for MaineGeneral and that I will not make any unauthorized access, use or disclosure of Confidential Information.
5. To not attempt to gain access to Confidential Information of any other patients, including patients who are my friends or my relatives, nor will I attempt to gain access to my own Confidential Information using MGIS access.
6. To be bound by the terms of all applicable MaineGeneral confidentiality, privacy and information security policies (“MaineGeneral Policies”).
7. To not share my MGIS user names and passwords with any other person. I understand that I am responsible for all actions by anyone else using my user name(s) and password(s). I will contact MaineGeneral Information Security Officer at 207- 621-7680 immediately if I have reason to believe that (i) someone else knows my password(s), (ii) my user name(s) or password(s) have been compromised, or (iii) any MaineGeneral asset has been lost or compromised in any way.
8. That my use of MGIS will be monitored by MaineGeneral to ensure compliance with MaineGeneral Policies. I understand that I can have no expectation of privacy in connection with my use of MGIS. I acknowledge that I am responsible for ensuring the confidentiality of MGIS materials and will ensure their proper use in a manner that does not compromise the Confidential Information. I agree not to download information obtained from MGIS to any portable or remote devices.
9. To complete all assigned training regarding use of MGIS, information privacy, HIPAA requirements, confidentiality, and security.

I understand that failure to comply with MaineGeneral Policies or my commitments set forth in this Agreement may: (i) be cause for termination of my services, (ii) subject me to legal action and/or penalties for improper disclosure of Confidential Information, including damages incurred by MaineGeneral, and (iii) be cause for termination of access to MGIS. I understand that signing this agreement and complying with its terms are requirements for me to provide any services to MaineGeneral. **I hereby acknowledge that I have read and understand the foregoing information and agree to be bound by it.**

Your Name (please print)

Title/Company (if applicable)

Signature

Email (please print)

Date

Phone

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