

## CONFIDENTIALITY AGREEMENT

*Applies to all University of Maryland Oral Maxillofacial Surgery Associates, PA (UMOMSA) "workforce members" including: employees, medical staff, residents, fellows, and other health care professionals; students, volunteers, and interns (regardless of whether they are observing in UMOMSA from a department other than Oral Maxillofacial Surgery.)*

It is the responsibility of all UMOMSA workforce members, as defined above, to preserve and protect confidential patient, employee, and business information. If applicable, this agreement is in addition to any established agreements with University of Maryland, Baltimore, University of Maryland Medical Center (UMMC), and/or University of Maryland School of Dentistry (UMSOD).

### **Confidential Patient Care Information**

University of Maryland Oral Maxillofacial Surgery Associates, PA must abide by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This act sets standards for national electronic health data systems, simplifies submission of electronic insurance claims. In addition, it contains comprehensive regulations safeguarding the privacy of patients. By signing this agreement, you agree to abide by the privacy regulations of HIPAA.

**Confidential Patient Care Information includes:** Any individually identifiable information in possession or derived from a provider of health care regarding a patient's medical history or treatment, as well as the patient's test results, conversations, research records and financial information are considered confidential. Example of a violation would be the unauthorized disclosure of any of the following:

- Medical records including but not limited to electronic, paper, photo, video, and diagnostic records;
- Patient identifying information including but not limited to name, address, date of birth, phone numbers, social security numbers
- Patient insurance and billing records;
- Visual observation of patients receiving medical care or accessing services; and
- Verbal information provided by or about a patient.

**Confidential Employee and Business Information is considered confidential.** Example of a violation would be the unauthorized disclosure of any of the following:

1. Employee information;
2. Financial information;
3. Other such information obtained from UMOMSA records which if disclosed, would constitute an unwarranted invasion of privacy; or
4. Disclosure of confidential business information that would cause harm to UMOMSA

I understand and acknowledge that:

1. It is my legal and ethical responsibility to protect and safeguard the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to

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UMOMSA and its affiliates, including business, employment and medical information relating to our patients, members, employees and health care providers.

2. I shall only access or provide patient care information in the performance of my assigned duties and where required by UMOMSA, or where no officially adopted policy exists, only with the express approval of my attending or supervisor. I shall make no voluntary disclosure of any discussion, deliberations, patient care records or any other patient care, or business information, except to persons authorized to receive it in the conduct of UMOMSA affairs.
3. I am the only one authorized to use my usernames and login information. It is my responsibility to maintain confidentiality of my username and login information. I will only access the minimum necessary information to satisfy my job role or the need of the request.
4. I understand my failure to comply with the provisions of this agreement may subject me to legal action, including but not limited to civil or criminal prosecution.
5. I may only disclose confidential information acquired at UMOMSA if mandated by law, regulation, or government order, provided such disclosure does not violate HIPAA or applicable state law. Further, I must first provide UMOMSA written notification and opportunity to object prior to complying with any such mandated disclosure.
6. My obligation to safeguard patient confidentiality continues after I am no longer a UMOMSA workforce member.

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. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that UMOMSA may, as applicable and as it deems appropriate, pursue disciplinary action up to and including termination from my employment or affiliation with UMOMSA.

Signature:	Print Name:	Date
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Approvers Signature:	Print Name:	Date
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