

CONFIDENTIALITY AGREEMENT

TMIP Integrated Physicians, LLC (“TMIP”) is responsible to safeguard the privacy of all patients and to protect the confidentiality of their Protected Health Information (“PHI”). Additionally, TMIP must assure the confidentiality of personal identifiable information. In the course of my participation with TMIP, I will come into possession of confidential information. ACO Personnel must comply with the policies related to protection of PHI.

INFORMATION USAGE REQUIREMENTS:

By signing this document, I understand the following:

1. I agree not to obtain research, disclose or discuss any PHI with others, including friends or family, who do not have a need-to-know.
2. I agree not to discuss PHI where others can overhear the conversation. It is not acceptable to discuss clinical information in public areas even if a patient’s name is not used. This can raise doubts with patients and visitors about our respect for their privacy.
3. I agree not to access any PHI other than what is required to do my job, even if I don’t tell anyone else this information.
4. I agree not to make any PHI inquiries for other personnel who do not have proper authority.
5. I understand that my obligations under this agreement will continue after termination of TMIP participation.
6. I agree that I have no right or ownership interest in any confidential information.
7. I agree that at all times during my participation of TMIP; I will safeguard and retain the confidentiality of all confidential information.
8. I agree that I will be responsible for misuse or wrongful disclosure of confidential information and for failure to safeguard PHI.
9. I agree not to disclose or discuss any identifiable patient information with anyone (including friends or family) who does not have a need to know
10. I agree not to disclose, discuss, email, text or post any information or photographs regarding patients on social networking sites such as facebook, twitter, my-space, you-tube etc.

11. I understand that I may be personally liable under state and federal regulation for penalties, fines, jail time and judgments and/or any compensatory damages awarded as a result of a lawsuit.
12. I understand that if I hold any licensing by the state, I can be reported to that governing licensing board for patient confidentiality breach violations.

COMPUTER USAGE REQUIREMENTS:

The email and telephony systems and services used through THA on behalf of TMIP are owned by the THA, and are therefore its property. This gives THA the right to monitor, access, retrieve, and/or delete any and all documents, email or voicemail traffic passing through the THA network or resources. In addition, archival and backup copies of messages may exist, despite end-user deletion, in compliance with THA records retention policy.

THA may monitor any Internet activity occurring on THA equipment or accounts. THA utilizes filtering software to limit access to sites on the Internet. If THA discovers activities which do not comply with applicable law, records retrieved may be used to document the wrongful content or inappropriate usage in accordance with due process / policy.

REMOTE ACCESS:

The access to any THA computing resource on the THA network at any THA location over the internet is subject to THA policy. All access is audited, monitored, and subject to prosecution for any unauthorized access or misuse.

By signing this document, I understand I will:

1. Respect the privacy and rules governing the use of any information accessible through the computer system or network and only utilize information necessary for performance.
2. Respect the ownership of THA software. For example, I should not make unauthorized copies of such software for my own use, even when the software is not physically protected against copying.
3. Respect the capability of the systems, and limit my own use so as not to interfere unreasonably with the activity of other users.
4. Respect the procedures established to manage the use of the system.
5. Prevent unauthorized use of any information in files maintained, stored or processed by THA.
6. Not seek personal benefit or permit others to benefit personally by PHI or use of equipment available.
7. Not operate any non-licensed software on any computer provided by THA.
8. Not knowingly include or cause to be included in any record or report, a false, inaccurate, or misleading entry.

9. Not remove any PHI, financial information or other sensitive information from the office or location where it is kept unless specifically required to do so. I understand I am personally responsible to safeguard and protect this information. I understand the removal of PHI from the premises is strictly prohibited unless required and in compliance with policy.
10. Notify the Compliance Officer upon learning of violations of this agreement.
11. Understand that the information accessed through all THA information systems contains sensitive and confidential patient care, business, financial information that should only be disclosed to those authorized to receive it.
12. Do not share or release personal password to anyone else, or allow anyone else to access or alter information under individual's identity.
13. Not utilize anyone else's password in order to access any THA system.
14. Respect the confidentiality of any reports printed from any information system containing patient information and handle, store and dispose of these reports appropriately.
15. Understand that all access to the THA system may be monitored.
16. Understand that my obligations under this Agreement will continue after termination of my participation with TMIP. I understand that my privileges hereunder are subject to periodic review, revision, and if appropriate, renewal or revocation.
 - I understand that violation of this agreement may result in remedial action.
 - I understand that completing the confidential agreement is a part of requirements participating in TMIP.
 - I agree to abide by the following TMIP ACO's Compliance Plan.

Signature of ACO Personnel and/or authorized person of the group

Date

Print Name

Name of Group (must attach the list of group members)