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*"Informing families, enriching lives, changing futures"* 

## **Confidentiality Agreement Volunteer/Student**

As a volunteer/student at Carolina Therapy Connection, you may have access to "Confidential Information". The purpose of this agreement is to help you understand your obligations regarding confidential information.

Confidential information is protected by Federal and State laws, regulations, including HIPAA, the Joint Commission on Accreditation of Healthcare Organizations standards, and strict University policies. The intent of these laws, regulations, standards and policies is to ensure that confidential information will remain confidential - that is, that it will be used only as necessary to accomplish the purpose for which it is needed.

As a volunteer/student, you are required to conduct yourself in strict conformance with applicable laws, standards, regulations and Carolina Therapy Connection policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these rules. Anyone who violates any of these rules will be subject to discipline, which might include, but is not limited to, termination of volunteer/student position at Carolina Therapy Connection. In addition, violation of these rules may lead to civil and criminal penalties under HIPAA and potentially other legal action.

As a volunteer/student, you may have access to confidential information, which includes, but is not limited to, information relating to:

• Medical record information (includes all patient data, conversations, admitting information, demographic information and patient financial information).

• Protected Health Information (PHI) as defined by HIPAA includes, but is not limited to, names, all geographic subdivisions; all elements of dates (except year) for dates directly related to an individual, telephone numbers, fax numbers, electronic mail addresses, social security numbers, medical record numbers, health plan beneficiary numbers, account numbers, certificate/license numbers, vehicle identifiers, device identifiers and serial numbers, web universal resource locators (URLs), internet protocol (IP) address numbers, full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.

- 1. Employee information (i.e., social security number, employment records, and disciplinary actions).
- 2. Carolina Therapy Connection company information (i.e., financial and statistical records, strategic plans, internal reports, memos, contracts, quality and peer review information, and communications).
- 3. Computer programs, client and vendor proprietary information, source code, and proprietary technology.

In the event that you do have access to confidential information, you hereby agree as follows:

- 1. You will only use confidential information/data as needed/necessary to perform your duties as a volunteer/student affiliated with Carolina Therapy Connection.
- 2. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information/data except as properly authorized within the scope of your professional activities affiliated with Carolina Therapy Connection.

3. You will not misuse confidential information/data or be careless with it. 4. You will safeguard and will not disclose your computer password or any other authorization that allows you to access confidential information/data. Carolina Therapy Connection reserves the right to monitor access to the network, including your account, if deemed appropriate.

- 5. You accept responsibility for all activities undertaken using your assigned access code and/or any other authorizations.
- 6. You will report activities by any individual or entity that you suspect may compromise the confidentiality of information. Carolina Therapy Connection will make all attempts possible to keep good faith reports confidential. However, absolute confidentiality cannot be guaranteed.
- 7. You understand that your obligations under this Agreement will continue after your affiliation with Carolina Therapy Connection terminates.
- 8. You understand that any of your access privileges to confidential information/data are subject to periodic review, revision, and, if necessary, modification and/or termination.

9. You understand that you have no right or ownership interest in any confidential information/data. 10.Carolina Therapy Connection may at any time revoke your access code, or any other authorization that allows you to access confidential information/data. 11.You will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard confidential information/data or your password or any other authorization that allows you to access confidential information/data.

- 12.Carolina Therapy Connection may take disciplinary action against you up to and including termination or expulsion from Carolina Therapy Connection in the event you violate this Confidentiality Agreement. In addition, Carolina Therapy Connection may initiate legal action including but not limited to civil litigation or criminal prosecution.
- 13.You understand Carolina Therapy Connection reserves the right to monitor and record all network and application activity including e-mail, with or without notice, and therefore users should have no expectations of privacy in the use of these resources.

"I certify that I have read and understand the Confidentiality Statement printed above and hereby agree to be bound by it."

PRINT NAME

**VOLUNTEER / STUDENT SIGNATURE** 

OFFICE DIRECTOR

DATE