

## **ELEOS HIPAA CONFIDENTIALITY STATEMENT & AGREEMENT**

### **Confidentiality Statement:**

As an employee, staff, intern, volunteer or contractor you are allowed access to the records of clients, or operational business information which includes HIPAA protected information. Protected Health Information (PHI) includes medical records, financial information, or billing information relating to a patient's past, present or future mental or physical condition; or past, present or future provision of healthcare; or past, present, or future payment for provision of healthcare, Information specific to clients or subjects from any source and in any form, including, but not limited to, paper records, oral communication, audio recording, electronic display, and research data files is strictly confidential. Access to confidential clients/subjects information is permitted only on a need to know basis and limited to the minimum amount of confidential information necessary to accomplish the intended purpose of the use, disclosure or request.

It is the policy of Eleos that all employees, staff, interns, volunteers, and contractors respect and preserve privacy and confidentiality of clients information and Eleos Confidential Information per [Eleos HIPAA & Protected Health Information \(PHI\) Policy](#).

Violations of this policy include, but are not limited to:

- accessing confidential information that is not within the scope of your assignment;
- misusing, disclosing without proper authorization, or altering confidential information;
- disclosing to another person your logon and password for accessing electronic confidential information or for physical access to restricted areas;
- using another person's login and password for accessing electronic confidential information or for physical access to restricted areas;
- intentional or negligent mishandling or destruction of confidential information; leaving a private information unattended while signed on;
- attempting to access a confidential information or restricted areas without proper authorization or for purposes other than official business;
- failing to take proper precautions for preventing unintentional disclosure of confidential information; or
- discussing confidential information with individuals, classmates, or employees for purposes other than official business.

- staff cannot post protected health information (PHI) on social media or online; HIPAA defines PHI as individually identifiable health information transmitted by or maintained in electronic media or any other medium or form.

Violation of this policy by employees, staff, interns, volunteers, and/or contractors may constitute grounds for disciplinary action up to and including termination of employment in accordance with Eleo's policy. Unauthorized release of confidential information may also subject the violator to personal, civil, and/or criminal liability and legal penalties.

**Confidentiality Agreement:**

I understand that Eleos Family Services has legal and ethical responsibilities to safeguard the privacy of all of Client's Records and to protect the confidentiality of their protected health information.

Additionally, Eleos must assure the confidentiality of its human resources, billing, claims, payroll, client records, history, medication, medical diagnosis, behavior supports plan, treatment plan and files, fiscal, computer systems, and management information (collectively "Confidential Information"). In the course of my employment/assignment as an employee or staff member of Eleos working with Client Records, I understand that I may come into the possession of Confidential Information, including PHI. I further understand that I must agree, sign and comply with all elements of this agreement to get authorization for access to any of the Client Records and Confidential Information.

1. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. In addition, I understand that my personal access, user ID(s), and password(s) used to access computer systems are also an integral aspect of this Confidential Information.
2. I will not access or view any Confidential Information or utilize equipment, other than what is required to do my job.
3. I will not discuss Confidential Information where others can overhear the conversation (for example, in hallways, on elevators, in the cafeteria, on the shuttle bus, on public transportation, at restaurants, and at social events). It is not acceptable to discuss Confidential Information in public areas even if a client's name is not used. Such a discussion may raise doubts among participants about our respect for their privacy.
4. I will not make inquiries about Confidential Information for other personnel who do not have proper authorization to access such Confidential Information.

5. I will not willingly inform another person of my computer password or knowingly use another person's computer password instead of my own for any reason.
6. I will not make any unauthorized transmissions, inquiries, or modifications of Confidential Information of Eleos' or other computer systems used to access Confidential Information. Such unauthorized transmission includes but is not limited to, removing and/or transferring Confidential Information in a computer system to unauthorized locations (for instance, home).
7. I will log off any computer or terminal prior to leaving it unattended.
8. I will comply with any security or privacy policy promulgated by Eleos to protect the security and privacy of Confidential Information.
9. I will immediately report to the Compliance Officer/Manager, Marquis Johnson any activity, by any person, including myself, that is a violation of this Agreement or of any Eleos information security or privacy policy.
10. Upon termination of my employment, I will immediately return any documents or other media containing Confidential Information to Eleos.
11. I agree that my obligations under this Agreement will continue after the termination of my employment.
12. I understand that violation of this Agreement may result in disciplinary action, as well as legal liability.
13. I further understand that all computer access activity is subject to audit.

**By signing this document I understand and agree to the following: I have read the above agreement and agree to comply with all its terms and standards relative to confidentiality, privacy and information security.**

