

MERCED MEDICAL CLINIC

Merced County's Oldest
Continuing Health Care Clinic

Est. 1926

CONFIDENTIALITY AGREEMENT



Merced Medical Clinic Confidentiality Agreement for Students and Volunteer Trainees

As a student trainee at Merced Medical Clinic, you will have access to “Confidential Information.” Merced Medical Clinic uses AdvancedMD as its EHR system, which as a student trainee you will be granted limited access to as required by your training needs, background and school requirements. In addition, Merced Medical Clinic is also steward to paper patient charts that you will have access to as part of your training experience. Finally, during patient care duties, you will be discussing confidential information with other providers and staff as well as clinic patients, and it is critical that you understand how to communicate and with whom to communicate confidential information. It is important to understand what your responsibilities are legally and ethically in regards to your access to this information as the same rules and regulations apply to all health care settings that you will encounter as a student and as a future employee in a health care setting.

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 Merced Medical Clinic policies. The intent of these laws, regulations, standards and policies is to insure 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 student trainee, you are required to conduct yourself in strict conformance with applicable laws, standards, regulations and Merced Medical Clinic 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 and expulsion from your training rotation. In addition, violation of these rules may lead to civil and criminal penalties under HIPAA and potentially other legal action.

As a student trainee, 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, biometric identifiers, including finger and voice prints, full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.

- Employee information (i.e., social security number, employment records, and disciplinary actions).
- Clinic information (i.e., financial and statistical records, strategic plans, internal reports, memos, contracts, quality and peer review information, and communications).
- Computer programs, client and vendor proprietary information, source code, and proprietary technology. Employees and students, who have access to AdvancedMD in accordance with their job or training responsibilities may access, view and print their own medical record for the duration of their employment or for the duration of the period that they retain the position that provided them access to AdvancedMD. NOTE: Employees and Student Trainees with this level of access are not permitted to access the medical records of their children, spouses, relatives or friends. Such access is considered a breach of patient privacy and is subject to disciplinary action. Employees and Student Trainees who do not have access to AdvancedMD must contact the Medical Records Department to request copies of their medical records.

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

- You will only use confidential information/data as needed/necessary to perform your duties as a student trainee affiliated with Merced Medical Clinic.
- 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 Merced Medical Clinic.
- You will not misuse confidential information/data or be careless with it.
- You will safeguard and will not disclose your computer password or any other authorization that allows you to access confidential information/data. Merced Medical Clinic reserves the right to monitor access to the network, including your account, if deemed appropriate.
- You accept responsibility for all activities undertaken using your assigned access codes and/or any other authorizations.
- You will report activities by any individual or entity that you suspect may compromise the confidentiality of information. Merced Medical Clinic will make all attempts possible to keep good faith reports confidential. However, absolute confidentiality cannot be guaranteed.

- You understand that your obligations under this Agreement will continue after your affiliation with Merced Medical Clinic terminates.
- 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.
- You understand that you have no right or ownership interest in any confidential information/data.
- Merced Medical Clinic may at any time revoke your access code, or any other authorization that allows you to access confidential information/data.
- 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.
- The University may take disciplinary action against you up to and including termination or expulsion from Merced Medical Clinic in the event you violate this Confidentiality Agreement. In addition, the Merced Medical Clinic may initiate legal action including but not limited to civil litigation or criminal prosecution.
- You understand that Merced Medical Clinic 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 while at the clinic or access to the EHR system remotely. AdvancedMD confers the ability to audit the access and use of the EHR system and all activities on the system are monitored and recorded.

Prior to beginning your student rotation at Merced Medical Clinic, you must provide an attestation that you have read and agree to abide by this Confidentiality Agreement either by printing out this form, signing below and submitting this form to the clinic manager or through the online student form.

“I certify that I have read and understand the Confidentiality Statement above and agree to be bound by it.”

Print Name _____

Signed : _____ Date: _____

