

St. Clair County Community Mental Health

Confidentiality Agreement for Outside Contractors and Other Non-Employees

Welcome to St. Clair County Community Mental Health (SCCCMH). While performing your duties at SCCCMMH or any facilities owned or operated by SCCCMMH, you may have access to the following:

- **Confidential Information** which is defined in the Michigan Mental Health Code as all information acquired by SCCCMMH about an individual in the course of providing mental or behavioral health services to the individual, whether contained in the individual's health care records or elsewhere.
- **Protected Health Information (PHI)** which is any information in a medical record or other health-related information that can be used to identify an individual and that was created, used, or disclosed in the course of providing a healthcare service, such as diagnosis or treatment. PHI includes all oral, written, or electronic information in any form (*e.g., paper-based, electronic, digital*) that is collected, created, or stored about an individual receiving services. Examples include name, address, date of birth, SSN, other dates, email addresses, account numbers, photos, etc.
- **Electronic PHI (ePHI)** is a subset of PHI that specifically refers to PHI stored or transmitted in electronic form, including digital records, emails, electronic health records, and data transmitted over the Internet or via other electronic means, including SMS texting.
- **Confidential and Proprietary Information** regarding SCCCMMH and its business transactions and relationships.

Please be aware that this information is confidential and must not be disclosed to anybody inside or outside of SCCCMMH, except to those who are authorized by law or SCCCMMH policy.

You may not discuss this information with friends or family, even if the information pertains to them. Individuals who receive services from SCCCMMH trust us to protect their health information at all times. You are expected to uphold this trust by adhering to all applicable laws, regulations, and SCCCMMH policies regarding confidentiality and privacy.

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By signing this Confidentiality Agreement, I hereby agree to the following terms and conditions:

1. I shall keep confidential all PHI, regardless of whether it is oral, written, or maintained in electronic media, or observed by me, and I shall use or disclose such PHI only as permitted by HIPAA or other applicable federal, state, or local laws, rules, or regulations. I shall also keep confidential all confidential and proprietary information about SCCCMMH and its business transactions and relationships.
2. I understand that my access to PHI at SCCCMMH will be monitored, and I will be held responsible for all attempts at access using my password, if I am issued one, regardless of who is actually attempting such access. Therefore, I shall safeguard my password at all times and not share it with any other individuals for any purpose or reason. I shall not attempt to use another person's password to access PHI.
3. I shall not photograph, print, or otherwise copy PHI, including copying PHI to electronic storage media, unless specifically authorized to do so by the supervising SCCCMMH employee.
4. I understand that I may have access to PHI beyond what I need to carry out my specific duties and responsibilities. I acknowledge that the fact that I may have access to such PHI does not authorize me to access such PHI in the absence of a legitimate reason to do so. Therefore, I shall limit access to PHI to what is specifically necessary to carry out my specific duties and responsibilities as an outside contractor or other non-employee.

5. I understand that access to PHI of SCCCMH employees, friends, and family members is subject to the same use and disclosure requirements as access to any other patient's PHI. Therefore, I shall not access PHI of SCCCMH employees, friends, or family members beyond what is specifically necessary to carry out my duties and responsibilities.
6. I understand that posting PHI or other confidential or proprietary information from SCCCMH on social media is never permitted and that removal of patient names is not sufficient to satisfy HIPAA requirements for use and disclosure of PHI.
7. I shall report any of the following to SCCCMH's Privacy Officer immediately by calling 810-966-3743 or to corporatecompliance@scccmh.org:
 - a. If my password is used by another person for access to PHI.
 - b. If I become aware of any unauthorized use or disclosure of PHI.
 - c. If I ever find that I have accessed PHI in error.
 - d. If I am advised by a patient or family member of unauthorized use or disclosure of PHI.
8. I understand that information about SCCCMH employees contained in their personnel and employee health files is also confidential.
9. I also understand that information, such as proprietary information about SCCCMH's operations, incident reports, and other similar information shall be treated as confidential and not disclosed to others.
10. I understand that failure to comply with applicable laws and SCCCMH policies and procedures on confidentiality may result in (i) loss of access; (ii) where applicable, termination of my status at SCCCMH and/or any agreement SCCCMH may have with me and (iii) where applicable, such actions that may be taken by the Office for Civil Rights, U.S. Department of Health and Human Services, in response to a complaint about a violation of HIPAA.
11. I understand that my duties and responsibilities to maintain the confidentiality of information as described in this Confidentiality Agreement shall remain in effect even after completing my work or duties in support of SCCCMH.

☐ I have read and understand the information set forth above concerning confidentiality, and I agree to comply with this Confidentiality Agreement as well as all applicable laws and SCCCMH policies and procedures on confidentiality and privacy.

Signature

Print Name

Date

Name of Company, Business, or Employer (if applicable)