



For purposes of this Care Plus NJ Confidentiality Agreement, reference to “Employees” or “Staff” also applies to all volunteers, students, agents, consultants and vendors involved in the provision of care and services at Care Plus NJ.

Regardless of classification as clinical or non-clinical, all Employees will be required to sign this Confidentiality Agreement annually.

Confidentiality Agreement

It is the responsibility of all Care Plus NJ workforce members, including employees, students, volunteers, consultants and vendors to preserve and protect confidential client, employee and business information.

All client Protected Health Information (PHI—which includes patient medical and financial information), employee records, financial, operating data and any other information of a private or sensitive nature of Care Plus are considered confidential and protected under both Federal and State Privacy laws. Confidential information should not be read or discussed by any employee unless pertaining to his or her specific job requirements.

Examples of inappropriate disclosures include, but are not limited to:

- Employees discussing or revealing PHI or other confidential information to friends, family members or acquaintances.
- Employees discussing or revealing PHI or other confidential information to other employees without a legitimate need to know.
- Employees obtaining access to client information not directly necessary for performing your job duties.
- The disclosure of a client’s presence in any office, clinic or facility, without the patient’s consent, to an unauthorized party who does not have a legitimate need to know, and that may indicate the nature of the illness and jeopardize confidentiality.

The unauthorized disclosure of PHI or other confidential information by employees can subject each individual employee and Care Plus NJ to civil and criminal liability. Disclosure of PHI or other confidential information to unauthorized persons, or unauthorized access to, or misuse, theft, destruction, alteration, or sabotage of such information, is grounds for immediate disciplinary action up to and including termination.

I understand and acknowledge that:

1. I will respect and maintain the confidentiality of all discussions, deliberations, client care records and any other information generated in connection with individual client care, risk management and/ or peer review activities.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all medical records, proprietary information and other confidential information relating to Care Plus NJ and its affiliates, including business, employment and medical information relating to our clients, members, employees and health care providers.



3. I will only access or disseminate client care information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with the policies and procedures of Care Plus NJ, or where no policy or procedure exists, only with the express approval of my supervisor or designee. I shall make no voluntary disclosure of any discussions, deliberations, client care records or any other client care, peer review or risk management information, except to persons authorized to receive it in the course of Care Plus NJ business.
4. Care Plus NJ will perform audits and review client records in order to identify inappropriate access.
5. My user ID is recorded when I access electronic records and that I am the only one authorized to use my user ID. Use of my user ID is my responsibility whether by me or anyone else. I will only access the minimum necessary information to satisfy my job role or the need of the request.
6. If I am required to document in the electronic healthcare record, I understand and attest that I will be the only one who has access to my signature codes, that the electronic signature will be legally binding and that passwords and/or PIN numbers will not be shared.
7. I agree to discuss confidential information only in the work place and only for job related purposes and to not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information.
8. I understand that any and all references to HIV testing, such as any clinical test or laboratory test used to identify HIV, a component of HIV, or antibodies or antigens to HIV, are specifically protected under law and unauthorized release of confidential information may subject me to legal and/or disciplinary action.
9. I understand that the law specially protects psychiatric and drug abuse records, and that unauthorized release of such information may subject me to legal and/or disciplinary action.
10. I understand that if during the course of my employment at Care Plus NJ I have knowledge of or subsequently learn that a family member, relative, acquaintance or friend has engaged in services at Care Plus, I will notify my supervisor immediately. I further understand that I am prohibited from reviewing any documentation regarding this family member, relative, acquaintance or friend.
11. My obligation to safeguard client confidentiality continues after I am no longer a part of the Care Plus NJ workforce.

I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that Care Plus NJ may, as applicable and as it deems appropriate, pursue disciplinary action up to and including termination from my employment.

Print Name: _____

Department No.: _____

Signature: _____

Date: _____