



HIPAA Compliance Program

Optum Medical Care – New Jersey (OMC-NJ) Confidentiality Agreement and Acknowledgment

Instructions for use

This form is a component of Optum Medical Care – New Jersey’s (OMC-NJ) HIPAA Compliance Program and in addition to the OMC-NJ Confidentiality Agreement is intended to ensure compliance with the HIPAA Privacy and Security Rules related to access, use and disclosure of patient protected health information (PHI) and the HITECH Act requirements related to non-OMC-NJ workforce members who request and are granted access to PHI through OMC-NJ’s electronic systems. If you are requesting access to PHI through OMC-NJ’s electronic systems you must: 1) provide the all of the information below; 2) sign and print your name; 3) review and sign OMC-NJ’s Confidentiality Agreement before action will be taken on this request; and 4) if you and/or your organization is a Business Associate of OMC-NJ, there must also be a current Business Associate Agreement in place. Access will be limited to no longer than a one (1) year period. Renewal of prior access must be requested by completing new request documents.

Account status requested

- New access/account: Identify access requested (check all that apply):
- Billing Modules Medical Record Other (describe):
- Audit Request: Identify date(s) (start and end) of the focus and scope of audit. If this is an indirect or pass-through audit, you must identify the agency requesting the audit. You will be required to provide a patient list of all audited records and to notify the OMC-NJ Compliance Officer of any corrective action plan(s):
- Suspend access/account. Reason for suspension:
- Remove access/account. Reason for removal:

Printing access

Are you requesting access to print off protected health information (PHI)? Yes No
If, yes, do you have a secure method and location to print, store, retain, and shred printed PHI? Yes No
**If you print off PHI you agree to safeguard it and destroy or return it to OMC-NJ after its use is no longer necessary.*

Requestor

- Name: _____ Request Date: _____
Phone (work): _____ Email (work): _____
Employer: _____
Employer’s address: _____ Title: _____
Name and work contact information of Supervisor: _____
- Are you contracted to work for or employed by a Covered Entity as defined by HIPAA: Yes No
Are you contracted to work for or employed by a Business Associate of OMC-NJ: Yes No
Are you requesting access as an employee of the employer identified above: Yes No

**If access is requested for audit purposes only you must identify the agency requesting the audit and the related contact information and notify OMC-NJ when the audit has been completed.

Reason for access and intended use of PHI

Identify the specific reason and legal basis for the requested access and intended use of PHI:

- Patient Care and Treatment and/or continuity of care purposes (you or your organization refers to OMC-NJ, accepts referrals from OMC-NJ, or treats OMC-NJ patients)
- Medication Reconciliation
- Patient payment, billing and/or collection purposes
- Care coordination/case management services for OMC-NJ patients
- Patient claims review (describe in detail the reason for the claims review)
- Auditing review (describe in detail the audit/review being conducted)
- Compliance with quality or other contractual metrics/provisions (describe)
- System support (describe in detail)
- Other (describe in detail)

Certification

I hereby certify by my signature that: 1) the information I provided herein is true; 2) I have a legal basis for and am authorized to make this request; 3) I am knowledgeable about the HIPAA Privacy and Security Rule requirements related to the requested access, use and disclosure; and 4) I will access, use and disclose only the minimum information necessary to complete my lawful operations.

Name:

Signature:



HIPAA Compliance Program

Optum Medical Care – New Jersey (OMC-NJ) Confidentiality Agreement and Acknowledgment

Purpose of agreement: To protect confidential information

Protection of Protected Health Information: OMC-NJ (OMC-NJ), as a provider of health care services, is a Covered Entity (CE). OMC-NJ, its workforce members (employees, students, and volunteers) and Business Associates (BA) (independent contractors, their subcontractors, agents and employees who provide a scope of work to OMC-NJ that requires use and disclosure of PHI) must follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA), its regulations: the Privacy, Security, Breach Notification and Enforcement Rules (collectively the “HIPAA Rules”), and the Health Information Technology of Economic and Clinical Health Act (the “HITECH Act”). The HIPAA Rules, HITECH Act and New Jersey State Law, Section 192.553 require measures to safeguard protected health information (PHI). This Confidentiality Agreement and Acknowledgment (“Agreement”) implements administrative safeguards and provides information about the appropriate use and disclosure of PHI.

Protection of Other Confidential and Proprietary Information: This Agreement also establishes protections for other confidential health information and OMC-NJ proprietary business information.

Access to PHI, Other Confidential and Proprietary Information (collectively referred to in this Agreement as “Confidential Information”): All access granted by OMC-NJ to PHI, its Electronic Health Record (EHR), and its confidential and proprietary business information (“Confidential Information”) is expressly conditioned on adherence to this Agreement and applicable state and federal laws and regulations.

Your relationship with OMC-NJ

Please provide the following information:

Name:

Name of Employer/Business:

This Agreement applies to all individuals given access by OMC-NJ to Confidential Information. Identify your relationship to OMC-NJ as follows (check all that apply):

- Auditor/examiner conducting direct, indirect, or pass-through audit
- Employee (all individuals who receive a W2 from OMC-NJ)
- Student
- Volunteer
- Independent Contractor (all individuals who receive a Form 1099 from OMC-NJ)
- Business Associate (individuals with a contracted scope of work that requires access to PHI)
- Business Associate employee, subcontractor, or agent
- Covered Entity providing health care treatment, payment, or other health care services to OMC-NJ patients
- Covered Entity employee, contractor, or agent providing health care treatment, payment, or other health care services to OMC-NJ patients
- Jointly sharing Patient Data with Patient/OMC-NJ
- Other (describe)

Information protected by this agreement

This Agreement protects the following Confidential Information from unauthorized access, use, and/or disclosure:

- **PHI and ePHI:** All OMC-NJ patient “Protected Health Information (PHI) as defined by HIPAA, including all electronic PHI (“ePHI”) which includes PHI that is transmitted or maintained in any electronic form. “Health information” includes: information in any form that relates to the present, past, or future, physical or mental health or condition of an individual; the provision of care of an individual; or the past, present, or future payment for the provision of health care to an individual. PHI for purposes of this Agreement is health information that includes demographic data, dates, medical
- **Business Associate Information:** This includes PHI, ePHI, and all information created, received, stored, collected, maintained, used, disclosed, or transmitted to or by OMC-NJ Business Associates, their workforce members, subcontractors, and agents on behalf of OMC-NJ, where OMC-NJ has contracted or hired the Business Associate to perform the work. This includes information collected in a third-party app developer arrangement which integrates the collected health data into OMC-NJ’s Electronic Health Record (EHR) or where the collection of data is done on behalf of OMC-NJ or for OMC-NJ’s use;
- **Confidential Health Information:** This includes health data information capable of being tracked, uploaded, or shared by an OMC-NJ patient with OMC-NJ and others (such as third party software/application developers) within a health app platform, software, database, or cloud storage system for health monitoring purposes but that is being used on the patient’s behalf, at the patient’s request. Such data may include, but is not limited to: BMI, heart rate, blood pressure, and glucose monitoring. This type of health data information sharing arrangement may be associated with third party developer applications which are for health care consumers’ use where health data is shared directly by the patient to OMC-NJ and/or the third-party app developer;
- **Proprietary Business Information:** This includes, but is not limited to: OMC-NJ owned information relating to business strategy, products, and data; forecasts; algorithms; dashboards; databases; marketing plans; trade secrets; intellectual property; studies; operations information; policies; procedures; processes; programs; customer lists; contracts; access codes; log in credentials; systems information; salary, compensation, and benefit information; accounts; financial statements; risk assessments; audits; other financial information; HR and employee personnel information; claims; charges; pricing; billing; payment; transactions; account receivables; insurance information; quality assurance, credentialing, safety, utilization review, risk management and compliance information; litigation, claims, mediation, arbitration, dispute resolution, and settlement information; and privileged communications created, kept, maintained, transmitted, collected, or received in any form or medium, including without limitation: physical documents, electronic communications, electronic and/or digital files, photos, imaging, video or audio files, and oral or written communications.

Agreements and acknowledgements

I, _____ expressly agree to and acknowledge the following conditions required for my authorized access, use, and disclosure of Confidential Information, as defined in this Agreement:

Understanding, Knowledge, Training, and Certification: I understand and agree that the information defined in this Agreement as Confidential Information is protected by law. I acknowledge that I am aware of and understand HIPAA, the HIPAA Rules, the HITECH Act, and New Jersey state requirements, protections and required safeguards that relate to PHI and Confidential Information. I agree to update my knowledge from time to time and as necessary so that I am in compliance with state and federal law in my use and disclosure of Confidential Information. If I am employed by OMC-NJ I will complete all required and requested training and periodically certify that I have complied with this Agreement when so requested;

Personal Use and Business Purpose: I agree I shall not use or disclose Confidential Information for any personal purpose, private or personal benefit or for any business purpose that is outside the scope of my assigned duties, contract terms, employment, engagement, training, participation in treatment, payment, other permitted healthcare operations, or as otherwise legally required.

Responsibility and Liability: I understand that state and federal laws protect this Confidential Information and agree that I am individually responsible for protecting the Confidential Information that I access, use, disclose, transmit, create, store, keep, transport, maintain or obtain under this Agreement. I agree that I will be personally liable for any breach of confidentiality and for all related damages. I further understand that I may be fined, penalized or criminally sanctioned under federal and state laws for any breach of Confidential Information or the intentional and malicious use or disclosure of Confidential Information.

Compliance with Laws, Regulations, Policies and Procedures: I agree to keep all Confidential Information protected and safeguarded forever, as required by this Agreement, HIPAA, the HIPAA Rules, HITECH Act, and New Jersey State law, as applicable, and to use and/or disclose it only as permitted, authorized and as necessary. If I am a student or employed by OMC-NJ I will follow all OMC-NJ policies and procedures relating to HIPAA and Confidential Information;

Authorization Requirements: I agree not to use or disclose Confidential Information for any educational, publication, marketing, fundraising, or research use without a specific authorization permitting such use from the affected individual(s). I agree to use or disclose PHI of an individual in a manner that is consistent with a written valid authorization, if one is required. If my use or disclosure requires a valid written authorization, I will notify OMC-NJ before such use or disclosure;

Treatment, Payment, and other Health Care Operations: I agree to use and disclose the confidential information and/or PHI of an individual without obtaining a written valid authorization for permitted treatment, payment, and health care operation purposes only, or as otherwise required by state or federal law or order of the court. If I am required to disclose confidential information to a governmental or law enforcement agency or by order of the court, I will notify OMC-NJ's Privacy Officer before such disclosure. I agree, if my access to Confidential Information is granted for treatment purposes, I will not access, use, or disclose the Confidential Information and/or PHI of any individual with whom I do not have a treatment relationship;

Scope of Work, Role Related Use, and Minimum Necessary: I agree, except when for treatment purposes, I will limit my use and disclosure of Confidential Information to that which is minimally necessary. I agree, I will not use my access to OMC-NJ's Confidential Information to access the PHI of myself, my family members, friends, co-workers, high profile individuals, or any other individual without specific written authorization, unless it is required by my employment duties, contractual terms, or is otherwise permitted by law. I agree, I will not access, use, or disclose OMC-NJ's proprietary business information unless I have a valid work related and authorized use associated with the duties of my employment, contractual terms, or other engagement with OMC-NJ, or I have been given prior written permission from OMC-NJ's CEO or CFO to do so;

Electronic Access Credentials: I agree, if I am given access to OMC-NJ's EHR or other electronic systems and databases, I will safeguard my passwords and usernames from unauthorized use and will not share my login credentials or access information provided to me by OMC-NJ with anyone else. I understand and agree that my login credentials are the equivalent of my legal signature and I am accountable for all representations made upon login and all actions done under my login credentials. I will notify the OMC-NJ ITHelpDesk at 201-552-2369 or Riverside@Prohealthcare.com if my login credentials are used by someone else, stolen, or otherwise compromised;

Security Safeguards/No Destruction or Alteration of Data or Confidential Information: I agree to protect the integrity and security of Confidential Information. I will not transport or electronically transmit Confidential Information unless it is secured. If it is in paper form, I will ensure it is physically protected from unauthorized disclosure. If it is in electronic form (such as on a laptop, mobile device, USB or flash drive, DVD, CD, or other electronic media) I will ensure that it is password protected, encrypted, and locked. I will not text PHI unless it is within a secure texting platform. I will not email PHI externally unless it is encrypted before sending. I will limit all incidental disclosures of PHI. I agree not to circumvent the security of OMC-NJ's EHR and electronic record systems. I agree not to circumvent my user authentication to gain unauthorized access to OMC-NJ systems. I agree not to cause disruptions or introduce malicious programs in OMC-NJ computers, networks, accounts, databases, or systems. I agree not to destroy or alter data or Confidential Information. If I become aware of any security breach of OMC-NJ's computers, networks, accounts, databases, or systems I will immediately notify the OMC-NJ ITHelpDesk at 201-552-2369 or Riverside@Prohealthcare.com;

Reporting and Notification: I agree to immediately report any unauthorized use, disclosure, loss, or theft of Confidential Information discovered by me to the: OMC-NJ ITHelpDesk at 201-552-2369 or Riverside@Prohealthcare.com. I understand that OMC-NJ is required to report breaches to the affected individual(s) and the Office of Civil Rights (OCR). I agree that any breach by me may be reported to the OCR without any adverse action taken by me against OMC-NJ, its directors, officers, employees, or agents.

Cooperation and Investigation: I understand and agree if there is a concern or complaint about my use or disclosure of Confidential Information that OMC-NJ is required to investigate and may report the results of such investigation to the affected individual(s), the OCR, and other governmental agencies as required by HIPAA Regulations and New Jersey law. I agree to cooperate with any OMC-NJ, law enforcement, or governmental agency investigation related to a breach of Confidential Information and to assist OMC-NJ's investigation and response at the request of OMC-NJ and/or as required by law. I understand and agree my failure to cooperate with any such investigation may result in disciplinary action, sanctions, contract termination, legal action, and/or termination of my access to Confidential Information;

Legally Compelled Disclosures: I understand nothing in this Agreement shall prevent me from using or disclosing Confidential Information if I am legally compelled to do so, or if the use or disclosure is required within the scope of my assigned duties, contract terms, employment, or engagement. If I am served with a formal or informal request for the disclosure of Confidential Information, I agree to immediately notify the OMC-NJ ITHelpDesk at 201-552-2369 or Riverside@Prohealthcare.com before responding;

Enforcement: I understand and agree adverse, disciplinary, and/or legal action may be taken against me if I, at any time:

- have, use, copy, read, print, access, or obtain Confidential Information that is outside the scope of my assigned duties, employment, contract terms, engagement, or participation in training, health care treatment, payment operations, or other permitted healthcare operations;
- use Confidential Information to which I am otherwise authorized to use, in a manner that is outside the scope of my assigned duties, employment, contract terms, engagement, or participation in training, health care treatment, payment operations, or other permitted healthcare operations; or
- directly or indirectly disclose or allow access to any Confidential Information that is not authorized by the affected individual, this Agreement, OMC-NJ, or applicable state or federal law or regulation;

Return and Destruction: I agree to completely return or securely destroy all Confidential Information used by me or disclosed to me upon the termination of my employment, contract, engagement, or access to OMC-NJ's Confidential Information, for any reason, or upon request, which is then in my possession or control. I agree not to retain, store, or keep any physical or electronic copy of any Confidential Information I obtained in connection with my employment, training, contract, or engagement, unless my retention of the Confidential Information is specifically and expressly authorized by the affected individual or otherwise required by state or federal law or regulation. I agree to notify OMC-NJ w/in one (1) day if my access is no longer necessary;

Term of Agreement and Continuing Obligations: I agree and understand that I am bound by the full force and effect of the terms of this Agreement throughout my employment, training, contractual period, or other engagement with OMC-NJ and that my legal obligations to protect the Confidential Information to which I have been given access, have used, disclosed, or obtained do not end with the termination of my employment, training, contract, other engagement, or access to Confidential Information, OMC-NJ's EHR or other systems, or otherwise and continue in effect beyond such termination or end;

Remedies: I understand the restrictions and obligations I have accepted in this Agreement are reasonable and necessary to protect Confidential Information and comply with applicable state and federal laws and regulations. I agree my failure to adhere to this Agreement, in any respect, could cause irreparable harm to the affected individuals and/or OMC-NJ for which there may be no adequate remedy. I therefore understand and agree that OMC-NJ may prevent me from violating this Agreement by any legal means necessary, up to and including termination of my employment, training, contract, engagement, and access. I further expressly agree to indemnify and hold harmless OMC-NJ, its parent, subsidiaries, owners, directors, officers, employees, and agents from and against any and all losses, costs, expenses, fees, fines, sanctions, claims, demands, liabilities, legal actions, judgments, settlements, and expenses of every kind for any illegal conduct, violation, breach, wrongdoing, intentional conduct, act, or omission on my part related to Confidential Information; and

Signature

I acknowledge and agree that this Agreement shall not be interpreted to confer any special rights to me or create or confer any enforceable commitments or obligations by OMC-NJ to retain compensate or purchase any services from me.

Name:

Signature:

OMC-NJ review and action

Approved

Denied

Date of Action:

OMC-NJ Confidentiality Agreement signed by requesting individual:

Yes No

If a Business Associate, a Business Associate Agreement with OMC-NJ is in place:

N/A Yes No

Name:

Signature: