Smart Medicine
STONY BROOK
UNIVERSITY HOSPITAL
STONY BROOK, NY 11794
Expert Care

Workforce & Electronic Information Access Confidentiality Acknowledgement Statement

Important: Please read all sections. If you have any questions, please seek clarification before signing.

1. Confidentiality of Patient Information:

a) Services provided to patients are private and confidential;
b) Patients provide personal information with the expectation that it will be kept confidential and only be used by authorized persons as necessary;
c) All personally identifiable information provided by patients or regarding medical services provided to patients, in whatever form such information exists, including oral, written, printed, photographic and electronic (collectively the "Confidential Information") is strictly confidential and is protected by federal and state laws and regulations that prohibit its unauthorized use or disclosure; and
d) In my course of employment/affiliation with Stony Brook University Hospital (SBUH), I may be given access to certain Confidential Information.
e) In accordance with New York State Public Health Law Article 27-F and Part 63 of 10 NYCRR AIDS Testing and Confidentiality of HIV-Related Information; no person who obtains confidential HIV-related information in the course of providing any health or social service or pursuant to a release of confidential HIV-related information (any information that indicates that a person has had an HIV-related test, such as an HIV antibody test; has HIV-infection, HIV-related illness, or AIDS; or has been exposed to HIV) may disclose or be compelled to disclose such information. Exceptions for legal disclosure are outlined in Part 63 of 10 NYCRR AIDS Testing and Confidentiality of HIV-Related Information (specifically in Section 63.6, *Confidentiality and disclosure*). Illegal disclosure of confidential HIV-related information may be punishable by a fine of up to $5,000 and a jail term of up to one year.
f) In accordance with New York State Mental Health Law § 33.13 which governs the protection, confidentiality and disclosure of behavioral health services/psychiatric care/substance abuse. The law strictly limits disclosure of mental health related information. ***All*** disclosures of mental health related information in oral, written, and electronic form require an authorization signed by the patient/individual or their personal representative.

2. Disclosure, Use and Access of Electronic or Hard Copy Confidential Information:

Any information acquired or accessed during the performance of work at SBUH in the course of assigned duties or in contact with any of SBUH affiliates must be kept confidential. This applies to all HIPAA Protected Health Information (HIPAA-e-PHI) and includes employee information, financial information, research information and SBUH business affairs.

Each individual working in the SBUH computer systems environment is responsible for protecting the privacy of the SBUH patients (HIPAA-e-PHI), employee information, financial information, research information and SBUH business information. They must also take care to preserve confidentiality of such information in conservations, and in handling, copying, storage of, and disposing of documents and any an all electronic media that contains such information.

Access to SBUH networking systems and HIPAA-e-PHI systems, employee information systems, financial information systems, research information systems and SBUH business affair systems is permitted on an only as needed basis for the required performance of assigned responsibilities and does not allow access to any information that is not part of ones duties and responsibilities on a need to know basis, including ones own personal electronic information. The HIPAA privacy regulation allows for copies of personal information when requested through proper channels. Any violation of this acknowledgement or SBUH and SUSB policies and procedures is strictly prohibited.

SBUH networking and computer systems require passwords for access and only to people with an officially granted account. Each person is responsible for maintaining confidentiality by never sharing passwords or access and always locking or logging off an application, terminal or workstation when leaving an area. Each person is accountable for all activity under their password, account and or electronic signature. Such activity may be monitored.

Disclosure of confidential information is prohibited even after termination of employment, contract or any business agreement/relationship unless specifically waived in writing by an authorized party who has consulted with SBUH counsel and/or the SBUH Information Security Officer.

I agree that, except as authorized in connection with my assigned duties, I will not at any time use, access or disclose any Confidential Information to any person (including, but not limited to co-workers, friends and family members). I understand that this obligation remains in full force during the entire term of my employment/affiliation and continues in effect after such employment/affiliation terminates.

3. Confidentiality Policy

I agree that I will comply with confidentiality polices that apply to me as a result of my employment/affiliation.

4. Return of Confidential Information

Upon termination of my employment/affiliation for any reason, or at any other time upon request, I agree to promptly return to Stony Brook University Hospital or my employer any copies of Confidential Information then in my possession or control (including all printed and electronic copies), unless retention is specifically required by law or regulation.

5. Periodic Certification

I understand that I will be required to periodically certify that I have complied in all respects with this Agreement, and I agree to so certify upon request.

6. Remedies

I understand and acknowledge that:

a) The restrictions and obligations I have accepted under this Agreement are reasonable and necessary in order to protect the interests of patients, Stony Brook University Hospital and my employer (if different than SBUH); and

b) My failure to comply with this Agreement in any respect could cause irreparable harm to patients, Stony Brook University Hospital and my employer.

7. Code of Conduct

I understand that I am responsible for reading and adhering to the ethics and standards of conduct as defined in the SBUH Corporate Compliance Code of Conduct. I am responsible to report any suspected violations of Compliance with the Code of Conduct. I understand in reporting a suspected violation I will not be disciplined or subjected to retaliatory actions for any report that I have made in good faith.

I understand that the University may initiate administrative actions against me in accordance with SBUH HIPAA policies, applicable collective bargaining agreements, federal/state and local government laws for disclosure of or unauthorized use of HIPAA-PHI or e-PHI, employee information, financial information, research information, SBUH business information, or non-compliance with the ethics and standards of the Code of Conduct. I understand that University sanctions or a violation may include, but are not limited to, penalties up to and including termination of employment, contracts and any other business relationship with SBUH. I understand that I may be subject to civil and/or criminal legal action

I have received and read this Statement of Confidentiality and understand the requirements set forth in it.

Printed Name (LEGIBLY):_____

SBU ID # (LEGIBLY) _____

Signature: _____

Date: _____

Complete the next page
Keep this page for your records

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Printed Name (LEGIBLY):_____

SBU ID # (LEGIBLY):_____

Department: _____

School: Health Technology and Management

Signature:_____

Date::_____

Return this page – keep the other pages.