

**North Country Community College
Workforce/Student Confidentiality Agreement
Individually Identifiable Health Information**

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

1. Confidentiality of Employee/Student/Patient/Clinical Client Individually Identifiable Health Information:

I understand and acknowledge that:

- a) Services and information provided to employees/students/patients/clinical clients are private and confidential;
- b) Employees/students/patients/clinical clients provide personal and individually identifiable health 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 employees/students/patients/clinical clients or regarding medical services provided to employees/students/patients/clinical clients, 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/program of study with North Country Community College, I may be given access to certain Confidential Information.

2. Disclosure, Use and Access

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/program of study and continues in effect after such employment/affiliation/program of study terminates.

3. Confidentiality Policy

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

4. Return of Confidential Information

Upon termination of my employment/affiliation/program of study for any reason, or at any other time upon request, I agree to promptly return to North Country Community College 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 may be required to periodically sign to certify that I will comply 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 employees, students, patients, clinical clients, North Country Community College, and my employer (if different than North Country Community College); and
- b) my failure to comply with this Agreement in any respect could cause irreparable harm to employees, students, patients, clinical clients, North Country Community College and my employer.

I therefore understand that North Country Community College or my employer may prevent me from violating this Agreement by any legal means available, in addition to disciplinary measures which may result in sanctions in accordance with applicable polices and collective bargaining agreements.

Signature: _____ Date: _____

Printed Name: _____

North Country Community College

Policy and Procedure

SUBJECT: Confidentiality of Health Information

STATEMENT OF POLICY: North Country Community College is committed to protecting the privacy and confidentiality of health information of the population it serves. Health Information is strictly confidential and should never be disclosed, nor confirmed to anyone who is not specifically authorized under the institution's policies or applicable law to receive the information.

Failure to adhere to state and federal law or local North Country Community College policies and procedures regarding the confidentiality of protected information will be considered a breach of confidentiality and will result in the imposition of appropriate sanctions and disciplinary procedures.

SCOPE: This policy applies to all members of the institution's workforce, whether directly employed by the institution or serving under an alternative arrangement, and to students in appropriate programs of study. It shall include, but not be limited to:

- Employees
- Volunteers
- All students participating in a health related program or in any programs of study in which individually identifiable health information may be disclosed or used, e.g. the Wilderness Recreation Leadership program
- Contracted staff (including temporary staff)
- Consultants
- Contractors and subcontractors
- Faculty and credentialed staff

EDUCATION AND TRAINING: North Country Community College is responsible for providing job appropriate training to its workforce regarding:

- a) the need for confidentiality;
- b) types of information that are considered confidential;
- c) sanctions associated with a breach of confidentiality; and
- d) the institution's confidentiality agreement.

CONFIDENTIALITY AGREEMENT Each member of North Country Community College's affected workforce and students in appropriate programs of study will be expected to review and sign North Country Community College's confidentiality agreement. Upon adoption of the policy, this will occur upon an initial or annual hire/affiliation/start of a health-related or other appropriate program of study and shall remain in full force and effect during the member's future employment or program participation thereafter. This signed statement will be maintained in the appropriate employee personnel or student health file. Periodic signature and certification will be requested by the College.

**SUSPECTED
BREACH:**

All breaches of confidentiality should be reported to the local supervisor (program director, department or division chair) **OR** the area chair (dean, business manager, president or other individual as appropriate) **OR** the equity officer **OR** the campus privacy official. Failure of the local supervisor, area chair or equity officer to report a breach to the campus privacy official will be considered a violation of this policy. Investigation of a suspected breach of confidentiality will be done in concert with the campus privacy official. Results of such investigation will be reported to the College President for final action, if any.

SANCTIONS:

Upon a finding of a breach of confidentiality by any employee/student/consultant/contractor/volunteer, the College shall initiate action pursuant to the applicable collective bargaining agreements and/or the NCCC Code of Conduct to implement an appropriate sanction or disciplinary action. Such action may include, but is not limited to, the following:

- Letter of reprimand
- Suspension
- Termination

For employees not represented by a collective bargaining unit, sanctions may include actions up to and including termination of employment.

EFFECTIVE DATE:

August 26, 2003
Revised October 6, 2003
Final: April 2004