

General Statement of Purpose

This policy identifies how employees, volunteers, and contractual agents of The Arc, Oneida-Lewis Chapter, NYSARC will protect the privacy and integrity of The Arc, Oneida-Lewis Chapter, NYSARC business practices, its employees, and the welfare of people we support. Nothing in this Policy is intended to, or will, limit or infringe on the exercise of the right to engage in activity protected under Section 7 of the National Labor Relations Act (“NLRA”).

Citations

The Arc, Oneida-Lewis Chapter, NYSARC Corporate Compliance Code of Conduct Policy
HIPAA - Health Insurance Portability and Accountability Act of 1996; Title II, Subtitle F
Administrative Simplification Act

Policy Statement

During the course of performing assigned duties, an employee, volunteer, or contractual agent may have access to information about Agency business and/or personal information about persons receiving services. It is imperative that this information is considered strictly confidential and that the privacy and confidentiality of all information is protected as outlined in The Arc, Oneida-Lewis Chapter, NYSARC Corporate Compliance Code of Conduct and HIPAA Notice of Privacy policies.

General Terms

- Agency: The Arc, Oneida-Lewis Chapter, NYSARC
- Confidential information: Any information involving Agency business, employees, or people we support.
- HIPAA: Health Insurance Portability & Accountability Act of 1996, and all implementing regulations.

Procedure

1. Before an employee, volunteer, or contractual agent can have access to any Agency information he/she must review and sign the Confidentiality Acknowledgment (see attached form) and undergo HIPAA training to the extent appropriate to his/her scope of responsibilities.

2. An employee, volunteer or contractual agent will only use confidential information as needed to perform assigned duties in accordance with his/her assigned job description.

Confidentiality

The Arc, Oneida-Lewis Chapter, NYSARC

AIM 968

3/10/2015

Supersedes policy dated 2005

3. All suspected or potential breaches of confidentiality must be reported immediately to the Chief Executive Officer or designee.

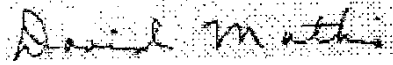
4. All potential breaches of confidentiality will be investigated and appropriate action taken as identified in the Agency Compliance policies.

Next Review: As Needed

Author: Human Resources

Attachment(s): Employee Confidentiality Acknowledgment

Approved by:



Approval Date:

3/10/15

**The Arc, Oneida-Lewis Chapter, NYSARC
Advocacy and Services for People with Disabilities**

Confidentiality Acknowledgment

As an employee, volunteer, or contractual agent with privileges at The Arc, Oneida-Lewis Chapter, NYSARC, you may be granted access to certain “confidential information.” The purpose of this Acknowledgment is to emphasize your obligations regarding confidential information.

Confidential information includes information about a person we support; employee, volunteer, contractual agent information; financial information; other information relating to The Arc, Oneida-Lewis Chapter, NYSARC and information relative to other companies or persons affiliated with The Arc, Oneida-Lewis Chapter, NYSARC. Such information is confidential whether you learn it or access it through a computer system, record review, oral disclosure or other employment activities.

Confidential information is valuable and sensitive and is protected by law and by strict Arc Oneida-Lewis policies. In accordance with these laws and policies, confidential information will remain confidential and will be used only as necessary to accomplish the agency’s mission of providing services to the people we support.

As an employee, volunteer, or contractual agent, you are required to conduct yourself in strict conformance to applicable laws and Arc Oneida- Lewis policies governing confidential information, including HIPAA compliance policies and procedures. You are required to abide by these standards. The violation of any of these standards will subject you to disciplinary actions, which may include but is not limited to, termination of employment.

To the extent necessary for you to perform your assigned duties as an employee, volunteer, or contractual agent, you may be granted access to confidential information that may include, but is not limited to, information relating to:

Information regarding the people we support, such as records, conversations, admission/termination information, financial information, etc.

Arc, Oneida-Lewis information, such as financial and statistical records, strategic plans, internal reports, memos, contracts, quality review information, communications, proprietary computer programs, source codes, proprietary technology, etc.

Third party information, such as computer programs, client and vendor proprietary information, source codes, proprietary technology, etc.

Acknowledgment:

As a condition of my employment or other association with The Arc, Oneida-Lewis Chapter, NYSARC, I acknowledge that I am bound by the following:

1. I will use confidential information only as needed to perform my assigned duties on behalf of The Arc, Oneida-Lewis Chapter, NYSARC. In doing so:
 - A. I will only access that confidential information for which I have a need to know as part of my assigned job responsibilities;
 - B. I will not disclose, divulge, copy, email, scan, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of my assigned responsibilities to The Arc, Oneida-Lewis Chapter, NYSARC;
 - C. I will not discuss confidential information in public areas or where others may overhear it; and
 - D. I will comply with all HIPAA compliance policies and procedures of The Arc, Oneida-Lewis Chapter, NYSARC.
2. I will comply with all information technology security policies and procedures of The Arc, Oneida-Lewis Chapter, NYSARC. Some examples of security requirements include the following:
 - A. I will safeguard and will not disclose my access codes or any other authorization I may have that allows me to access confidential information.
 - B. I understand that I am responsible for all activities undertaken using my access code and other authorization.
 - C. I will secure my computer and workstation prior to leaving it unattended and to log off my computer at the conclusion of the workday.
 - D. I will report to the HIPAA Privacy Officer, activities by any individual or entity that I suspect may compromise the confidentiality of confidential information.
3. I understand that my obligations to safeguard confidentiality will continue after my separation from employment or association with The Arc, Oneida-Lewis Chapter, NYSARC.
4. I understand that my permission to access to confidential information is subject to periodic review, revision and if appropriate termination.

5. I understand that I have no right or ownership interest in any confidential information of The Arc, Oneida-Lewis Chapter, NYSARC.

6. The Arc, Oneida-Lewis Chapter, NYSARC may, at any time, revoke my access code, other authorization, or access to confidential information. At all times during and after my employment or association with The Arc, Oneida-Lewis Chapter, NYSARC, I will safeguard and retain the confidentiality of all confidential information I learned while employed by or associated with The Arc, Oneida-Lewis Chapter, NYSARC.

7. I understand that my failure to comply with my obligations under the confidentiality policies and procedures of The Arc, Oneida-Lewis Chapter, NYSARC may result in disciplinary action, up to and including termination of my employment or association with The Arc, Oneida-Lewis Chapter, NYSARC.

Signature / Date

Printed Name

Date