momentum

CLIENT MEDICAL INFORMATION CONFIDENTIALITY AGREEMENT

Applies to all Momentum representatives including: employees, medical staff and other health care professionals, consultants, vendors, agency staff working on Momentum premises or with Momentum clients and volunteers.

It is the responsibility of all Momentum representatives, as defined above, to preserve and protect confidential client, employee, and business information.

The privacy and security regulations issued under the federal Health Insurance Portability and Accountability Act (HIPAA) and the California Confidentiality of Medical Information Act (California Civil Code § 56 et seq.) govern the release of client "protected health information" and medical information (collectively "Protected Health Information") by hospitals, physicians, and other health care providers. These laws establish protections to preserve the confidentiality of Protected Health Information and specify that such information may not be disclosed except as authorized in writing by the client or the client's authorized representative or when otherwise specifically permitted by law.

Confidential Client Care Information includes: Any Protected Health Information in possession or derived from a provider of health care regarding a client's medical history, mental or physical condition or treatment, as well as the client's and/or their family member's records, test results, conversations, research records, and financial information. Examples include, but are not limited to:

- Demographic information including client Social Security numbers;
- Physical medical and psychiatric records including paper, photo, video, diagnostic, and therapeutic reports, laboratory and pathology samples;
- Client insurance and billing records;
- Computerized client data and phone or pager messages;
- Visual observation of clients receiving medical care or accessing services;
- Verbal information provided by or about a client; and
- Any other individually identifiable information regarding a client's medical history, mental or physical condition or treatment.

I understand and acknowledge that:

1. It is my legal and ethical responsibility to protect the privacy, confidentiality, and security of all Protected Health Information relating to Momentum's past and present clients and its prospective clients.

2. I agree that I shall only access or disseminate Protected Health Information in the performance of my assigned duties and where required or permitted by law, and in a manner which is consistent with officially adopted policies of Momentum, or where such policy is silent, only with the express approval of my supervisor or designee.

3. Momentum reviews Protected Health Information in order to identify inappropriate access or disclosure of such information.

4. My user ID is recorded when I access electronic Protected Health Information 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.

5. I agree to discuss Protected Health Information only in the workplace and only for job-related purposes and to not discuss such information outside of the workplace or within hearing of other people who do not have a need to know about the information.

6. My obligation to safeguard and not improperly disclose Protected Health Information continues after my separation of employment with Momentum.

7. All Momentum Protected Health Information in printed form must be transported in a closed envelope to protect client privacy.

8. 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 this Client Medical Information - Confidentiality Agreement, I acknowledge that Momentum may, as applicable and as it deems appropriate, pursue disciplinary action up to and including my termination from Momentum.

9. I further understand that I may be personally subject to civil liability and/or criminal sanctions for unauthorized or otherwise impermissible disclosure of Protected Health Information.

Employee Signature	Date
Print Employee Name	Location/Program Name