

Washoe County



Health District



Medical Reserve Corps Volunteer HIPAA Confidentiality Agreement

The following information explains and governs your use and exposure to confidential health information as a volunteer for the Medical Reserve Corps through the Washoe County Health District. The U.S. Department of Health and Human Services (HHS) issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If you have any questions regarding this information you should consult Betsy Hambleton, APR, the Medical Reserve Corps Program Coordinator or the Washoe County Health District's HIPAA Compliance Officer, Margo Jordan, R.N.

As used herein, the following terms and definitions apply:

1. **Confidential Information** – includes any information, regardless of the manner in which it is communicated or maintained (e.g. oral, paper, electronic), received by the Washoe County Health District, or any of their agents, that falls into one or more of the following categories:
 - a. **Protected Health Information** – Information relating to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. Protected Health Information includes demographic information, e.g. address, telephone number, employer, date of birth, next of kin, identification numbers.
 - b. **Personnel Information** – Information relating to a person's status as a member of the Washoe County Health District's workforce, including but not limited to compensation, employment records, accommodations, performance reviews, and disciplinary actions.
 - c. **Business Operations Information** – Information relating to the Washoe County Health District's operations, including but not limited to financial and statistical records, strategic plans, internal reports, memos, contracts, pricing, staffing levels, supplier information, remote site information, communications, proprietary computer programs, source code, and proprietary technology.
 - d. **Third Party Information** – Information belonging to a third party utilized by the Washoe County Health District for limited purposes pursuant to an agreement with the third party, including but not limited to computer programs, client and vendor proprietary information, source code and proprietary technology.

2. **Receive, Receiving or Receipt** - means, with respect to Confidential Information, to come into possession, custody, or control; to perceive; to create; to gain the ability to come into possession, custody, or control; or to gain the ability to perceive Confidential Information in whatever form (oral, visual, written, electronic or otherwise).
3. **Use** - means, with respect to Confidential Information, accessing, reviewing, employing, applying, utilizing, examining, or analyzing such information, or sharing or discussing such information with other members of the Washoe County Health District or other health care entity's workforce.
4. **Disclose** - means, with respect to confidential information, release, transfer, provision of, access to, or divulging in any other manner such information to a person or entity who is not a member of the Washoe County Health District's workforce.
5. **Health District's Workforce** - includes employees and other persons (i.e. Medical Reserve Corps Volunteers) whose conduct, in the performance of work for the Washoe County Health District, whether or not they are compensated by the Washoe County Health District for such services. Independent contractors, doctors, dentists, and employers with which the Washoe County Health District has entered into agreements are not part of its workforce.
6. **Computer Systems** - includes computer files, computer hard drives, local area network, wide area network, mainframe, electronic mail, internet access, intranet access, electronic medical records, and electronic order entry.

In performing your volunteer duties, you may receive or create Confidential Information. As a condition of and in consideration of your receipt of Confidential Information, you agree to the following:

1. You have no right or ownership interest in any Confidential Information which you may receive. The Washoe County Health District may, at any time and for any reason, revoke your password, access code, or any other authorization you have that allows you to receive Confidential Information in any form.
2. Your obligations under this Agreement will continue after termination of your volunteer relationship with the Medical Reserve Corps. You understand that your privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
3. The use and disclosure of Confidential Information is governed by Federal and State laws and regulations as well as the Washoe County Health District's policies and procedures. The purpose of these specific requirements is to guarantee that Confidential Information remains confidential, *i.e.*, such information shall be used and disclosed only as necessary to accomplish the Washoe County Health District's mission. You shall be familiar with and adhere to all of these requirements concerning Confidential Information.
4. You shall actively participate in educational opportunities made available to you concerning proper safeguards for Confidential Information and uses and disclosures of Confidential Information as part of your volunteer duties.

5. If you have any questions concerning whether certain information constitutes Confidential Information, you shall bring the matter to the person supervising your volunteer work, the Medical Reserve Corps Coordinator, or the Washoe County Health District's HIPAA Compliance Officer for direction.
6. Confidential information shall be used and disclosed only to persons authorized to receive it, and conditioned upon approval of a health district supervisor. Any question as to whether a person is authorized to receive confidential information should be resolved by the Washoe County Health District's HIPAA Compliance Officer.
7. The Washoe County Health District is committed to protecting the privacy of those persons for whom it provides services. To fulfill its commitment, the Washoe County Health District prohibits members of its workforce from discussing any information relating to persons covered by the plan except as necessary to perform their specific volunteer duties. You shall not discuss or disclose protected health information to any person except as needed to perform your specific volunteer duties. You shall not engage in casual conversations concerning the fact that a person is, or has been, a patient of the Washoe County Health District or concerning any information relating to such persons, e.g., diagnosis, procedures, outcome, payment.
8. If you have any questions concerning whether your volunteer duties permit you to use or disclose certain Confidential Information in a particular manner, you shall bring the matter to the person supervising your volunteer work, the Medical Reserve Corps Coordinator, or the Washoe County Health District's HIPAA Compliance Officer for direction. If you have any question concerning the application of a particular policy or procedure to a particular use or disclosure of Confidential Information, you shall bring the matter to the person supervising your volunteer work, the Medical Reserve Corps Coordinator, or the Washoe County Health District's HIPAA Compliance Officer for direction.
9. You shall appropriately safeguard Confidential Information so as to prevent any inappropriate use or disclosure of such information. If you have reason to believe the confidentiality of information may have been compromised, you shall report such concerns to the person supervising your volunteer work, the Medical Reserve Corps Coordinator, or the Washoe County Health District's HIPAA Compliance Officer as soon as possible.
10. In performing your volunteer responsibilities, you shall not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry. Nor shall you make or cause to be made any false, inaccurate, or misleading statement to any person. If you become aware of false, inaccurate, or misleading information contained in any record or report, or a false, inaccurate, or misleading statement, you shall report the matter to the person supervising your volunteer work and cooperate in taking all steps necessary to correct the record, report, or statement pursuant to Washoe County Health District policies and procedures.
11. You shall comply with Washoe County Health District policies and procedures concerning the alteration, deletion, or destruction of Confidential Information in any form. If you have any question concerning such policies and procedures, you

shall bring the matter to the person supervising your volunteer work for direction. If you have any reason to believe such policies and procedures have been violated, you shall report such concerns to the person supervising your volunteer work, the Medical Reserve Corps Coordinator, or the Washoe County Health District's HIPAA Compliance Officer as soon as possible.

12. The Washoe County Health District may monitor each and every time its computer systems are accessed. You understand that any action you take in these computer systems may be tagged with your unique identifier as established in your user profile and such actions may be traced back to you.
13. You shall safeguard and shall not disclose to any person your computer password, access code, or any other authorization you have that allows you to access Washoe County Health District computer systems. You shall be responsible for all activities undertaken using your password, access code, and other authorization, and you shall be responsible for any misuse or wrongful disclosure of Confidential Information resulting from the use of your password, access code, or other authorization. You shall not utilize any other person's computer password, access code, or any other authentication to access any computer system.
14. If you have reason to believe that the security of your computer password, access code, or any authorization you have that allows you to access to the Washoe County Health District computer systems has been compromised, you shall report such concerns to the person supervising your volunteer work as soon as possible.
15. You shall respect the ownership of proprietary software. For example, you shall not make unauthorized copies of any software for your own use, even if the software is not physically protected against copying, nor shall you operate any non-licensed software on any computer provided by the Washoe County Health District.

By signing this document, you certify that you have reviewed the foregoing Confidentiality Agreement, have been provided with an opportunity to ask questions concerning its terms, and understand the duties and obligations it imposes on you. You hereby agree to the duties and obligations as stated in this Confidentiality Agreement and understand that the Washoe County Health District will require strict compliance to said duties and obligations. You understand that this signed and dated document will become part of your volunteer file.

Volunteer Signature

Date

Please print name