



University of Arkansas for Medical Sciences

## UAMS ADMINISTRATIVE GUIDE

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**SECTION: HIPAA**

**AREA: HIPAA PRIVACY/SECURITY POLICIES**

**SUBJECT: CONFIDENTIALITY POLICY**

### PURPOSE

To inform the University of Arkansas for Medical Sciences (“UAMS”) Workforce about the UAMS Confidentiality Policy and to alert the UAMS Workforce to the UAMS Confidentiality Agreement and training requirements.

### SCOPE

The UAMS Workforce.

### DEFINITIONS

**Confidential Information** includes information maintained or transmitted in any form, including verbally, in writing, or in any electronic form. Confidential Information shall include: Protected Health Information; information concerning UAMS research projects and programs; information provided by research sponsors and collaborators; confidential employee and student information; proprietary information, inventions, data, materials, works of authorship, and tangible research property of UAMS; and sign-on and password codes for access to UAMS computer systems.

**Protected Health Information (“PHI”)** means information that is part of an individual’s health information that identifies the individual or there is a reasonable basis to believe the information could be used to identify the individual, including demographic information, and that (i) relates to the past, present, or future physical or mental health or condition of the individual; (ii) relates to the provision of health care services to the individual; or (iii) relates to the past, present, or future payment for the provision of health care services to an individual. This includes PHI which is recorded or transmitted in any form or medium (verbally, or in writing, or electronically). PHI excludes health information maintained in educational records covered by the federal Family Educational Rights Privacy Act and health information about UAMS employees maintained by UAMS in its role as an employer and health information regarding a person who has been deceased for more than 50 years.

**UAMS Workforce** shall mean physicians, employees, volunteers, residents, students, trainees, visiting faculty, and other persons whose conduct, in the performance of work for UAMS, is under the direct control of UAMS, whether or not they are paid by UAMS

Go to the UAMS HIPAA Office website at [hipaa.uams.edu](http://hipaa.uams.edu) to access any other terms or definitions referenced in this policy.

## **POLICY**

UAMS prohibits the unlawful or unauthorized access, use, or disclosure of Confidential Information obtained during the course of employment or other relationship with UAMS. As a condition of employment, continued employment, relationship, or affiliation with UAMS, the UAMS Workforce and all non-UAMS employees, vendors, consultants, and other visitors who may access Confidential Information shall be required to sign a UAMS Confidentiality Agreement approved by the UAMS Office of General Counsel and/or the UAMS HIPAA Office. UAMS will provide training for each member of the UAMS Workforce on the importance of maintaining confidentiality and the specific requirements of state and federal law, including the HIPAA Privacy Regulations and laws protecting the privacy of students and employees, as well as UAMS policies.

## **PROCEDURES:**

1. **Confidentiality Agreement:** As a condition of employment, continued employment, relationship, or affiliation with UAMS, UAMS will require the UAMS Workforce and all non-UAMS employees, vendors, consultants, and other visitors who may access Confidential Information to sign the UAMS Confidentiality Agreement.

All new employees, students, or vendors requiring access to computer systems that contain electronic Confidential Information must have a current Confidentiality Agreement on file in the IT Security Office. The person signing the agreement will receive a copy of the Confidentiality Policy with the Confidentiality Agreement. It is the responsibility of the manager or of the hiring individual vendors or consultants (who do not require electronic access but who may have access to Confidential Information) to require execution of the appropriate confidentiality agreements approved by the UAMS Office of General Counsel and to send those documents to the UAMS IT Security Office. By signing a Confidentiality Agreement, individuals agree to certain terms and provisions, including, but not limited to,

- a) they shall not access, use, or disclose Confidential Information in violation of the law or contrary to UAMS policies,
  - b) they must maintain and protect against the unauthorized access, use or disclosure of Confidential Information, and
  - c) they, when no longer needed for the individual's specific job duties, Confidential Information must be returned to UAMS or destroyed. An example of a Confidentiality Agreement is included [below](#) in this policy.
2. **Restriction on Access, Use and Disclosure of Confidential Information:** UAMS limits and restricts access to Confidential Information and computer systems containing Confidential Information based upon the specific job duties and functions of the individual accessing the information. UAMS will restrict access to Confidential Information to the minimum necessary to perform individual job functions or duties. UAMS will further limit and control access to its computer systems with the use of unique sign-on and password codes issued by the IT Security Office to the individual user authorized to have such access. Users are prohibited from sharing their password or using the access codes of another. For more information, see the UAMS Administrative Guide Policy 2.1.13, *Use and Disclosure of PHI and Medical Records Policy*.

3. **Controlling and Monitoring Access:** UAMS will control and monitor access to Confidential Information through management oversight, identification and authentication procedures, and internal audits. UAMS managers and heads of departments will monitor compliance with this Policy.
4. **Education and Training:** UAMS managers and heads of departments will have the responsibility of educating their respective staff members about this Policy and the restrictions on the access, use and disclosure of Confidential Information. Education and training will be provided by the UAMS HIPAA Office in accordance with Administrative Guide Policy 2.1.15, *HIPAA Education and Training*. Any UAMS Workforce member whose employment with UAMS is not terminated as a result of intentionally violating this Policy must, in order to continue working at or attending UAMS, complete HIPAA training provided by the UAMS HIPAA Office.
5. **Sales Representatives and Service Technicians:** Sales representatives and service technicians must register in the appropriate area and execute the Confidentiality Agreement prior to any exposure to UAMS Confidential Information.
6. **Media:** All contacts from the media regarding any Confidential Information must be referred to the UAMS Office of Communications and Marketing at 501-686-8998. Refer to Administrative Guide Policy 13.1.03, *Media Relations*.
7. **Reporting Violations:** All UAMS Workforce members and others subject to this Policy must report any known or suspected incidents of access, use or disclosure of Confidential Information in violation of this Policy or in violation of the law to the HIPAA Office at [hipaa.uams.edu](mailto:hipaa.uams.edu) in accordance with Administrative Guide Policy 2.1.08, *Reporting of HIPAA Violations*.

### **SANCTIONS**

Violations of this Policy will result in disciplinary action, including but not limited to, immediate termination of employment, dismissal from an academic program, loss of privileges, or termination of relationship with UAMS. See UAMS Administrative Guide 4.4.02, *Employee Discipline Policy* and UAMS Administrative Guide 2.1.42, *HIPAA Sanctions Policy*.

Signature: \_\_\_\_\_



Date: **February 7, 2023**

## **CONFIDENTIALITY AGREEMENT**

As a condition of my employment, continued employment or relationship, or affiliation with UAMS, I agree to abide by the requirements of the UAMS Confidentiality Policy and with federal and state laws governing confidentiality of a patient's Protected Health Information (PHI) and other Confidential Information, and I agree to the terms of this Confidentiality Agreement.

I agree to the following terms and conditions:

- The sign-on and password codes assigned to me are equivalent to my signature, and I will not share the passwords with anyone.
- I will not attempt to use or share the passwords of another or ask another individual to share PHI or other Confidential Information inappropriately.
- I will be responsible for any use or misuse of my network or application system sign-on codes.
- I will not attempt to access information on the UAMS computer and information systems or otherwise except to meet needs specific to my job, position, or other affiliation with UAMS.
- Unless otherwise specified in a separate written agreement with UAMS, I understand that UAMS owns, and I hereby assign to UAMS, all proprietary information, inventions, data, materials, works of authorship, and tangible research property that I produce within the scope of my employment, relationship, or other affiliation with UAMS.
- I will not provide any Confidential Information to any third party unless there is a contract as may be required between UAMS and the third party that has been (1) approved by the UAMS Office of General Counsel and (2) signed by an authorized UAMS signatory. Confidential Information includes, but is not limited to, PHI, research collaborator and sponsor information, and UAMS proprietary information, inventions, data, materials, works of authorship, or tangible research property.
- UAMS reserves and intends to exercise the right to review, audit, intercept, access, and act upon inappropriate use of UAMS's computer systems at any time, with or without user notice.
- A violation of this user agreement may result in any or all of the following: (i) permanent revocation of my access to UAMS computer and information systems; (ii) disciplinary action related to my employment or other affiliation with UAMS, including termination or dismissal from the academic program; (iii) legal action; (iv) a report to federal and/or state authorities charged with professional licensing, enforcement of privacy rules and regulations, and/or criminal prosecution; (v) civil or criminal penalties imposed against me and/or my employer.

- The confidentiality laws require me to maintain the confidentiality of this information even when I am not at work or acting within the scope of my relationship with UAMS and also after my employment or relationship or affiliation with UAMS ends. When no longer required for my specific duties and/or activities at UAMS, I agree to return to UAMS or destroy all PHI in my possession.
- I will adhere to all of the limitations, prohibitions and requirements applicable to covered health care providers under HIPAA as described in 45 CFR 160-164, and use all reasonable and necessary safeguards as required by HIPAA to ensure confidentiality.
- I assume full responsibility for any resulting harm caused by misuse of or failure to maintain confidentiality, and agree to immediately report any unauthorized use or disclosure of any portion of UAMS's medical record or UAMS information to UAMS immediately.
- I will not print, screen shot, or copy data from the electronic medical record for use on any other device or at any non-UAMS location.
- I will take appropriate precautions to ensure that patients, visitors, or unauthorized personnel will not be able to see the computer screen while I am accessing UAMS computer and information systems, and to logout or secure the screen when the application is not being used.
- Access is provided on an "as-is, as-available" basis and UAMS does not guarantee that I will be able to access UAMS computer and information systems at any particular time in the case of system failures, back-up procedures, maintenance, or other causes beyond the control of UAMS.

I acknowledge that I have read and agree to comply with the terms of this Confidentiality Agreement, and that I have received a copy of the Confidentiality Policy.

**Electronically sign and submit your Confidentiality Agreement here:**

**<https://apps.uams.edu/ConfidentialityAgreement/internalforms/default.aspx>**