**CHPSO Patient Safety Organization**

**WORKFORCE CONFIDENTIALITY AGREEMENT**

The Patient Safety and Quality Improvement Act of 2005 (the Act) and its implementing regulations, 42 CFR, Part 3 (“Final Rule”) provide for the assembly of a “qualified workforce” of employees, volunteers, trainees, contractors, or other persons who perform work for or on behalf of the Provider or PSO on a temporary or permanent basis. If this confidentiality agreement is temporary, it expires as of \_\_\_\_ at \_\_

 Date Time

Members of the CHPSO Patient Safety Organization workforce are expected to be well trained and qualified to perform their responsibilities, and to understand and acknowledge their significant obligations, including but not limited to their obligations to maintain the confidentiality of Patient Safety Work Product (PSWP) as required by the Act, and of Protected Health Information (PHI), as required by the Health Insurance Portability and Accountability Act (HIPAA) and its regulations and other federal and state laws that were established to protect the confidentiality of medical and personal information, and provide, generally, that such information may not be disclosed except as permitted or required by law or unless authorized by the patient.

**CONFIDENTIALITY STATEMENT**

As a member of the CHPSO Patient Safety Organization shared staff workforce, I understand that I may receive or have access to confidential patient safety work product (PSWP) and other sensitive or private information. This information may include, but is not limited to, incident reports, medical reports, evaluation records, medical records, personnel information, ledgers, verbal discussion, and electronic communications including email, and other information and data transmitted in written, verbal, electronic or other forms.

To ensure compliance with 42 CFR 3.102, I agree to and intend to be legally bound by the following terms:

* I acknowledge that my access to PSWP is limited to the extent such access enables CHPSO Patient Safety Organization to conduct its patient safety activities.
* I will only use or disclose such PSWP as specified by CHPSO Patient Safety Organization to assist CHPSO Patient Safety Organization in its conduct of patient safety activities and will take appropriate security measures to prevent unauthorized/impermissible Disclosures of PSWP.
* I will comply with any certifications CHPSO Patient Safety Organization has made regarding PSWP.
* I acknowledge that I will not disclose any PSWP to other individuals unless permitted by CHPSO Patient Safety Organization in accordance with the Patient Safety Act and the Regulations.
* I understand and acknowledge that the Patient Safety Act and HIPAA require that I be trained on the requirements of the Act and HIPAA and the CHPSO Patient Safety Organization policies, procedures and guidelines relating to protection of confidential information, and I agree to obtain all required training before I access, use or disclose any confidential information.
* I acknowledge that it is my responsibility to respect the privacy and confidentiality of patient and other confidential information. I will not access, use or disclose patient or other confidential information unless I do so in the course and scope of fulfilling my duties as a member of CHPSO Patient Safety Organization workforce. I understand that I am required to immediately report any information about unauthorized access, use or disclosure of confidential information to CHPSO Patient Safety Organization Authorized Official.
* I understand and acknowledge that, should I breach any provision of this agreement, I may be subject to civil or criminal liability and/or disciplinary action consistent with applicable federal and state law, employment policies, contracts and processes.

Signature Date

Printed Name