

## **Confidentiality at PCHC Assignment of Inventions**

### 1. Confidential Business, Patient and Employee Information

All information relating to PCHC's business, patients, and employees are confidential and employees, contractors, vendors, and volunteers must, therefore, treat all matters accordingly. Such information is made confidential by law (such, as "protected health information" under the Health Information Portability and Accountability Act of 1996 (HIPAA), by other state and/or federal law, and/or by PCHC policies). Confidential information, generally, may be obtained and/or transmitted in any form (e.g. written, electronic, oral, overheard or observed). Access to all information is granted on a need to know basis. A "need to know" is defined as information that is required in order to do your job and/or conduct legitimate business operations.

Employees, contractors, vendors, and volunteers shall not, during the term of his or her employment, contract, engagement, or thereafter disclose to others or use any confidential information except as required in the performance of his or her job and in accordance with law and PCHC policies. Specifically:

- PCHC's Confidential Business Information:
  - PCHC's confidential business information may not be used or disclosed to anyone, except where required for a business purpose. "Confidential business information" means all of PCHC's non-public and/or proprietary information in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential." Confidential business information includes, but is not limited to, information or materials that relate to research, financial status, budgets, contracts, business and/or operational strategies, technology, algorithms, practices, procedures, processes, ideas, trade secrets, methodologies, know how, and/or information, including IS/IT information and vendor relationships that may place PCHC's interests and operations at risk if disclosed.
- Protected Health Information:
  - Health Information Portability and Accountability Act (HIPAA) Statement: HIPAA provides privacy standards for the use and disclosure of personal health information by covered entities, and gives patients specific rights to that information. HIPAA also provides security standards which require specific security measures to be in place to protect an individual's health information that is sent or stored electronically. Violation of HIPAA carries serious consequences, including civil monetary penalties on covered entities, and criminal fines and imprisonment on persons who obtain or disclose an individual's health information in violation of the privacy standards. Maine law also protects the privacy and security of health information and provides for sanctions. All employees, contractors, vendors, and volunteers at PCHC are required to know, understand and strictly follow these privacy and security standards, and are asked to sign a statement certifying that he or she understands HIPAA and will comply with all HIPAA requirement including PCHC policies and procedures. Violations of HIPAA are extremely serious and may result in disciplinary action up to and including termination and/or contract termination.

Employee/Contractor/Vendor/Volunteer agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("federal privacy regulations"), the federal

security standards contained in 45 C.F.R. Part 164 (“federal security regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements,” as applicable. I further agree to comply with the requirements under the 42 C.F.R. Part 2 (“Confidentiality of Alcohol and Drug Abuse Patient Records”, hereinafter “Substance Abuse Regulations”), to the extent those apply to certain programs at Penobscot Community Health Care (PCHC) and are applicable. I agree to comply with any applicable state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients, as well as the policies and procedures of Institution.

- Employees, contractors, vendors, and volunteers shall never discuss a patient’s medical condition with his or her friends or family members. Confidential matters should not be topics for conversation at breaks or in areas where they might be overheard by others. A patient’s presence in the practice could indicate the nature of the patient’s illness and, therefore, should not be disclosed without proper authorization.
- If patient information is not needed to fulfill a function of your position at PCHC then you should not access it. Information may be used only for the purposes that directly support the business and patient care objectives of PCHC. Accessing your personal health records, significant others (such as, spouse or domestic partner, friends, parents or children) is strictly forbidden.
- Employee Personally Identifiable Information:
  - An employee’s personally identifiable information (PII) is confidential and shall be shared only as required and with those who have a need to have access to such information for specific purposes. PII is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Information related to an individual’s employment with PCHC will generally be segregated from information related to health care services provided to the individual at PCHC, except with specific permission from the individual. PCHC refuses, except with individual’s permission or as required by law, to release PII to inside or outside parties without the employee’s written approval. All hard copy records will be maintained in secure areas with access limited to only those who have a need for such access. PII used in business system applications will be safeguarded under company proprietary electronic transmission and intranet policies and security systems. Participants in company benefit plans should be aware that PII will be shared with plan providers as required for their claims handling and record keeping needs.

Employees, contractors, vendors, and volunteers who are unsure about the confidential nature of specific information shall ask their supervisor for clarification. No material containing information relating to PCHC, its business, patients, or employees shall be transferred or removed from PCHC premises unless it is required of the employee’s, contractor’s, vendor’s, and volunteer’s job function, the employee, contractor, vendor, or volunteer has permission from his or her PCHC supervisor or as otherwise approved by PCHC policies and the transfer or removal is in accordance with the law. In the event an employee, contractor, vendor, or volunteer removes materials for a permitted purpose, he/she recognizes that the materials must be protected to the greatest extent possible and returned as soon as possible, and that any unauthorized use or disclosure could render the individual and PCHC liable for damages under state and/or federal law.

Certain employees may be permitted remote access to PCHC's network in accordance with PCHC policies and the law. Anyone allowed remote access is legally responsible for the privacy and security of the information.

Any employee/contractor who violates the confidentiality of PCHC patient, employee, contractor, volunteer, or vendor is subject to appropriate corrective action, up to and including termination from employment and/or contract cancellation.

**The complete electronic Privacy Handbook is available on PCHC's Intranet.**

2. Assignment of Inventions

- All work that PCHC employees do in the course and scope of their employment with PCHC; at PCHC's direction of or for its benefit; using PCHC's time, materials, facilities, or infrastructure; relating to any PCHC product, service or activity of which the employee has knowledge, or is suggested by or resulting from any work performed by him/her for PCHC, belongs to PCHC. This includes all developments, designs, business processes, inventions, improvements, trade secrets, trademarks, trade names, patentable subject matter, copyrightable subject matter, other works of authorship, proprietary information or other work product which Employee has made or conceived, or may make or conceive, either solely or jointly with others ("work"). This work is "works made for hire" under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.*
- In the event any of an employee's work is not subject to copyright or cannot be a work made for hire under copyright law, an employee hereby wholly assigns their work to PCHC and agrees to execute appropriate documents to confirm PCHC's rights, title and interests in any and all work.
- PCHC employees have no proprietary or ownership interest in their work.

**I have read, understood and agree to the provisions and expectations described in this document.**

\_\_\_\_\_  
Employee/Contractor/Vendor/Volunteer Name (Print)

\_\_\_\_\_  
Employee/Contractor/Vendor/Volunteer Signature

Date: \_\_\_\_\_