

ARIZONA HUMAN RIGHTS COMMITTEE FOR THE MENTALLY ILL

CONFIDENTIALITY AGREEMENT

NAME: (Please Print) _____

During the period in which you serve as a member of this Human Rights Committee (“Committee”), you will at times have access to certain client information and records regarding behavioral health, medical and/or other personal information which is confidential in part or in whole and therefore protected under Arizona and federal law (this Confidential and Protected Information will hereinafter be referred to as “CPI”). As a member of the Committee you have an obligation to keep CPI confidential. This means you may not share it with or give it to anyone outside of the Committee. The purpose of this Confidentiality Agreement (“Agreement”) is to provide you with an overview of CPI, the role of the Committee, and confirm your understanding of your obligation as a Committee member to keep CPI confidential.

The specific responsibilities and powers of the Committee as set forth in Arizona Revised Statutes (“A.R.S.”) §§ 41-3803 and -3804 and Arizona Administrative Code (“A.A.C.”) R9-21-105. Generally, the purpose of the Committee is to promote the rights of enrolled adults and children (“Clients”) who receive behavioral health services under A.R.S. Title 36, Chapters 5 (mental health services) and 34 (behavioral health services). More specifically, A.R.S. § 41-3804(D) states that the Committee is established to provide independent oversight to:

1. Ensure the rights of Clients are protected;
2. Review incidents of possible abuse, neglect or denial of a Client’s rights; *and*
3. Make recommendations to the appropriate department director and the legislature regarding laws, rules, procedures and practices to ensure the protection of the rights of Clients receiving behavioral health and developmental disability services.

Under A.R.S. § 41-3804(F), the Committee is also to submit written objections to specific problems or violations of Clients rights by department employees or service providers to the director of the appropriate department for review. Under A.R.S. § 41-3804(G), the Committee is also responsible for issuing an annual report of its activities over the prior year along with recommendations for changes to the director of the appropriate department, the president of the senate, the speaker of the house of representatives, and the chairpersons of the senate health and human services committee and house of representatives health committee.

In addition to the above responsibilities, A.A.C. R9-21-105(G) states that the Committee shall provide oversight and review of:

1. Allegations of illegal, dangerous, or inhumane treatment of clients and enrolled children;
2. Reports filed with the Committee under A.A.C. R9-21-203 and -204 concerning the use of seclusion, restraint, abuse, neglect, exploitation, mistreatment, accidents, or injuries;
3. The provision of services to Clients identified under A.A.C. R9-21-301 in need of special assistance;
4. Violations of rights of Clients and conditions requiring investigation under Article 4 of this Chapter (grievance and appeals);
5. Research in the field of mental health according to A.R.S. § 41-3804(E)(2); *and*
6. Any other issue affecting the human rights of Clients.

Finally, A.A.C. R9-21-105(H) states that within its jurisdiction, the Committee shall, for Clients who need special assistance, and may, for other Clients:

1. Make regular site visits to residential environments;
2. Meet with the Client in a residential environment to determine the Clients with the residential environments; *and*
3. Inspect Client records, including records for Clients who need special assistance, except as prohibited by federal or State law and a Client's right to privacy.

In the context of performing one or more of the above roles and responsibilities, members of the Committee may have access to CPI, which will most often be information and documents regarding a specific Client (*see* A.R.S § 41-3804(I) and A.A.C. R9-21-105(J)). CPI includes "personally identifiable information" which is defined as including "a person's name, address, date of birth, social security number, tribal enrollment number, telephone or fax number, e-mail address, social media identifier, driver license number, places of employment, school identification or military identification or any other distinguishing characteristic that tends to identify a particular person." *See* A.R.S. § 41-3804(I).

When you receive any CPI in your role as a member of the Committee it is essential for you to be aware of the rules and responsibilities for the handling and protecting this information. You have the same obligation to maintain confidentiality as a health care entity - a "health care entity" means a health care provider, the department, the administration or a regional behavioral health authority under contract with the AHCCCS administration. *See* A.R.S. § 36-501(16). A health care entity has an obligation to keep CPI and information contained in those records confidential. *See* A.R.S. § 36-509. This is the same responsibility you have as a Committee member. *See* A.R.S. § 41-3804(I) and A.A.C. R9-21-105(J). Again, CPI cannot be used or disclosed to anyone except as permitted or required by Arizona and federal law. *See* A.R.S. §§ 36-509, 41-3803, and -3804; A.A.C. R9-21-105; and 45 C.F.R. 164 (HIPAA Security and Privacy). In this context this means you may not discuss any information or give any documentation that that would qualify as CPI that you receive in your role as a member of the Committee to any non-

member of the Committee (e.g. any member of another human rights committee, member of the media, individual in attendance at a Committee meeting, etc.).

Information that you receive in your role as a Committee member may be in a redacted form. Before you decide whether to share this information with any non-member you need to determine if any part of the redacted information would qualify as CPI. If there is any doubt you should confer with the Committee. If the answer is yes then the above rule applies to that specific information.

In the event you disclose CPI to a non-member of the Committee you must promptly notify the Chairperson for the Committee of the disclosure. The Chairperson will then notify AHCCCS who will investigate. If you do not disclose the breach of confidentiality, whether intentional or inadvertent, it can result in your removal from the Committee and could lead to other action(s) as allowed by law. Otherwise, the degree and circumstances regarding the disclosure may result in your removal from the Committee.

To ensure the confidentiality of CPI in your role as a member of the Committee and to align with the expectation in A.R.S. § 41-3804(I) that “[E]ach person who receives information or records pursuant to this subsection shall maintain the information or records as confidential and sign an agreement to comply with all confidentiality requirements,” it is required that you review and sign this Agreement outlining your responsibility as a measure to maintain and ensure confidentiality. By signing this Agreement and initialing each section below in the space provided, you acknowledge and agree to the following:

1. At the time I reviewed this Agreement, I was also provided a copy of A.R.S. §§ 41-3803 and -3804, as well as A.A.C. R9-21-105, and I have read and am aware of the content of these legal provisions. _____.
2. I understand that my access to CPI is only permitted in the context of my role as a member of the Committee. _____.
3. I will not disclose, alter, discuss, or misuse any CPI that I come in contact with as a direct or indirect result of my role as a member of the Committee. _____.
4. I understand that I am ethically and legally responsible for being aware of and following State and federal laws and rules governing CPI. _____.
5. I will not use CPI for personal gain or improperly disclose it for any other reason. _____.
6. I understand that certain behavioral health, medical and personal information, from any source and in any form, including but not limited to, paper records, oral communications, audio recordings and electronic records, can be CPI and that access to and conversations regarding it is governed by applicable Arizona and federal laws. _____.

7. I agree to respect and preserve the privacy, confidentiality and security of CPI and understand that it is not to be disclosed to any person in any manner who is not a member of the Committee. I also understand that there may be times when disclosure to a non-member of the Committee is appropriate, for example, pursuant to a written authorization from that Client that is provided consistent with State and federal laws as well as the Committee's by-laws. _____.

8. I understand CPI that is in my custody and control must be maintained and protected from inappropriate disclosure at all times. This includes, but is not limited to: (1) Hard copy information when not in use may not be accessible to non-members of the Committee and must be stored in a secure or locked area, (2) CPI in the form of a computer file must be password protected and closed when not in use, (3) Transmission of CPI in electronic form must be transmitted only through secure means, and (4) Removable media that encrypts stored electronic data will be used when possible. _____.

9. I agree that when CPI is no longer needed I will not retain any portion of it and will promptly dispose of any portion in my possession. This means that when such information is no longer needed or being reviewed by a member of the Committee must be properly disposed of (e.g. all copies must be deleted or destroyed). _____.

10. In the event I observe or suspect there is a breach of this Agreement by another member of the Committee, I understand it is my responsibility to promptly notify the Chairperson for the Committee of the observed or suspected behavior and information. The Chairperson will then promptly notify AHCCCS. _____.

11. I understand that my confidentiality obligation will not only exist during my tenure as a member of the Committee but will also continue after my term as a member has ended for an indefinite period of time. _____.

12. I understand that if I breach this Agreement by improperly using or disclosing CPI then I may be subject to formal action which includes loss of Committee membership, involvement, and/or other privileges. Unauthorized use or release of CPI may also subject me to personal and civil liability and other legal penalties during and after my tenure as a Committee member. _____.

My signature below confirms and acknowledges that I have read and understand this Agreement. If I did not understand any portion I asked for and received an explanation before signing below. I accept responsibility as a member of the Committee for following all laws and rules that apply to the Committee. I understand if I do not sign this Agreement I will not be permitted to participate as a member of the Committee until such time as this Agreement is signed as required by A.R.S. § 41-3804(I).

Print Name

Date

Signature

Applicable HRC