

CONFIDENTIALITY AGREEMENT
Informal Dispute Resolution
Cabinet for Health and Family Services
Office of Inspector General

Effective with my signature and on the date affixed hereto, I acknowledge, understand and agree that:

Information revealed or discussed during the Informal Dispute Resolution process is subject to confidentiality policies, regulations and/or laws, particularly information concerning specific residents in Long Term Care facilities and patients of Home Health Agencies in the Commonwealth of Kentucky, and may not be disseminated, distributed, or discussed in any manner without the express written permission of the party who holds the privilege.

Confidential information includes, but is not limited to, written, printed, electronic, verbal and demonstrative content. Specific examples of confidential information include facility and hospital medical records, clinical medical records, physicians' patient records, medical records received from other health care providers and facilities, resident and patient charts, diagnostic records, assessments, operative reports, discharge summaries, physician's orders and notes, nurse's notes, medication records, treatment plans, care plans, consultation reports, results of medical tests, physical exams, mental exams, financial information, demographic data, and any other type or category of information that pertains to an individual whose personal information is revealed during any part of the Informal Dispute Resolution process.

I expressly agree to use information received during my participation in the Informal Dispute Resolution process only as needed to perform the duties of a panel representative. Other than necessary sharing of information to participants in the IDR process, I will not disclose to any other person or entity by any means, nor will I permit any other person or entity to examine or make copies of any information over which I have acquired access or control. I expressly agree to destroy or return all tangible documents that I received during performance of my panel responsibilities. Furthermore, I will not use any information received during performance of my panel responsibilities for personal advantage or for advantage of any other person or entity. I will take all steps reasonably necessary to safeguard and protect the secrecy of the confidential information, and prevent it from being in the possession of unauthorized persons during and after performance of my panel responsibilities.

Failure to comply with this agreement, or any breach of resident or patient, agency, facility, survey, or Informal Dispute Resolution confidentiality, is a violation of state and federal law, and may subject the offender to civil penalties and criminal prosecution.

Printed or Typed Name, Title

Signature, Date

Agency Name

Address

Phone/Email