



**Critical Access Hospital Case Review
Confidentiality Agreement**

As a member of the medical staff or Administrative Staff of _____ I may be involved in the evaluation and improvement of the quality of care within Case Review Member Hospitals. These may include any of the type of activities described in ORS 41.675. I recognize that confidentiality is vital to the free and candid discussions necessary for effective case review quality assurance activities conducted by the Medical Staffs of the Case Review Member Hospitals. Therefore, I agree to respect and maintain the confidentiality of all discussions, reviews, deliberations, records, and other information generated in connection with these activities. I agree to make no voluntary disclosures of such information except to persons authorized to receive information as outlined in our network agreement or within the policies of each individual Network Hospital.

Furthermore, my participation in case review and performance improvement activities is in reliance on my belief that the confidentiality of these activities will be similarly preserved by every other member of the Case Review Member Hospitals and those individuals from the Network that are involved in the Case Review Process. I understand that my hospital is entitled to undertake such action as is deemed appropriate to ensure that this confidentiality is maintained, including action necessitated by any breach or threatened breach of this agreement.

- If I receive medical records for purposes of review, I realize medical records may contain protected health information (“PHI”) as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations enacted thereunder.
- I agree to use the PHI received in records only for purposes of assisting with the review for purposes of quality assurance and/or case review.
- I agree to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA and regulations thereunder, and all other applicable law.
- I agree not to use or disclose the PHI except as expressly permitted by this agreement and applicable law.
- I agree to use appropriate safeguards to prevent disclosure of PHI not permitted by this agreement or applicable law.
- Upon conclusion of my review, I shall return or destroy all PHI received under this Agreement and shall retain no copies of such information.

Staff Member’s Signature	Date
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Staff Member’s Name Printed	Specialty
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