



MePCA PSO Safe Table Participant Confidentiality Agreement

This Confidentiality Agreement (the "Agreement") is entered into by and between Maine Primary Care Association Patient Safety Organization with its principal offices at Augusta, ME and [Enter Org Name] [Enter Employee Name] located at [Enter Org Location] for the purpose of preventing the unauthorized disclosure of Confidential Information and Patient Safety Work Products ("PSWP") as defined below.

The Safe Table Program provides a confidential and legally protected forum in which to exchange case studies and best practices to improve quality and patient safety.

By participating in this Safe Table Program, I agree to perform Patient Safety Activities, such as presenting, reviewing, analyzing, and participating in deliberations about PSWP within the MePCA PSO Patient Safety Evaluation System; provided, however, the intent is that such discussions shall not involve identifiable PSWP. To the extent any identifiable PSWP is shared, I shall be considered MePCA PSO work-force for purposes of the program. I understand that this Program is conducted in a non-punitive culture of safety. All PSWP is confidential and shall not be disclosed to third-parties not involved in the Program, except to provide feedback for quality improvement purposes, such as, but not limited to, using the newly learned tools, best practices and improved process, in my healthcare facility, if applicable. I understand that I will be participating in confidential conversations about sensitive and confidential data intended to improve the quality of care in my organization.

If I am providing case studies, analysis, policies/procedures or data from my facility, I represent that I have been designated by my facility to participate in the Safe Table Program and that I have been authorized to share such information on behalf of my facility. I will not be sharing Protected Health Information ("PHI") or the identity of any individual practitioners or patients.

If I am a qualified expert that analyzes data and other documentation regarding the treatment, care or services provided to a patient by healthcare providers, in order to inform provider recommendations, or to otherwise assess patient safety and other quality improvement objectives, I agree to maintain the confidentiality of PSWP, or any other information, disclosed by the participants during the Safe Table Program.

I understand that confidentiality training and other rules for participating in the Program will be provided to me at the beginning of the program. I agree that the confidentiality protections of PSWP shall survive after the program is adjourned.

During the Safe Table Program, I agree not to identify individual patients or healthcare providers by name, and will seek to preserve their anonymity.

I will not make audio, or video recordings of the Program, or make copies or take written notes of any confidential documents, confidential data or other confidential material from the Safe Table Program. I will also not permit any unauthorized, attendance of any non PSO or other parties at any of the Safe Table meetings.

I agree to comply, at all times, with the applicable and ongoing privacy, confidentiality, privilege and security requirements of the Patient Safety Act. I also agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH") and the regulations promulgated thereunder.

I recognize that 21 CFR. Part 3 provides for penalties that I can be personally responsible for of up to \$11,000 for each Disclosure of Patient Safety Work Product other than to provide feedback to my facility, if applicable, for quality improvement purposes.

I agree to, and understand, the terms and conditions in this agreement.

Signature **Print Name**

Title **Date**