



PEER REVIEW CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is between a Nurse Practitioner provider who desires to be the subject of a peer review assessment of clinical practice and skills and another provider who is a nurse practitioner, physician or physician assistant and who is serving in the role of a peer reviewer. This agreement is for the purpose of accessing and reviewing information that is considered to be protected health information and governed by the rules of the Health Insurance Portability and Accountability Act (HIPAA). The peer reviewer does not have an established provider relationship with the patients being reviewed and this review is for the purpose of conducting a professional peer review to evaluate the adequacy of care provided by another provider. The records reviewed may or may not be blinded and may contain specific patient identification information.

The peer reviewer agrees to the following permitted and required access, use and disclosure:

I will access, use or disclose confidential patient information only for express purposes of reviewing the evaluation, assessment, diagnosis, treatment, patient care, and outcomes of care provided by another provider who is the subject of a specific peer review process, or for performing other health care operations functions permitted by HIPAA and I will only access, use or disclose the minimum necessary amount of information needed to complete this peer evaluation responsibility.

I will protect all confidential information to which I have access, or which I otherwise acquire, from loss, misuse, alteration or unauthorized disclosure, modification or access including:

- making sure that paper records are not left unattended in areas where unauthorized people may view them;
- using password protection, screensavers, automatic time-outs or other appropriate security measures to ensure that no unauthorized person may access Confidential information from my workstation or other device;
- appropriately disposing of confidential information in a manner that will prevent a breach of confidentiality and never discarding paper documents or other materials containing confidential information in the trash unless they have been shredded;
- safeguarding and protecting portable electronic devices containing confidential information including but not limited to computers, smartphones, PDAs, CDs, and USB drives.
- I will disclose confidential information only to individuals who have a need to know to fulfill their job responsibilities and business obligations.

My signature below acknowledges that I have read, understand and accept this agreement.

REVIEWER SIGNATURE _____ DATE _____

Print Name and Address _____