

Monterey County Health Department



Confidentiality and Non-Disclosure Acknowledgment

Monterey County Health Department's information systems contain confidential records pertaining to business operations, patients, business associate vendors or subcontractors, and Monterey County employees. Federal and state laws protect all individually identifiable information pertaining to our patients (for example, HIPAA and HITECH regulations, the Lanterman-Petris-Short Act, and California Confidentiality of Information Act to name a few). Numerous other federal and state laws, and specific Monterey County policies, govern the access, use, and disclosure of Protected Health Information, Electronic Protected Health Information, and Personal Identifiable Information (PHI, e-PHI, PII), as well as other personal and/or confidential information about Monterey County programs, staff, contractors, vendors and others. Collectively this information will be referred to as Protected Information (PI).

If you are given access to any of this information, you have the responsibility to protect it and abide by all laws, policies and procedures that govern its use, access or disclosure. **This acknowledgment is not intended, and should not be construed, to limit, prevent, or prohibit the signer from complying with or exercising their rights under any applicable federal, state, or local law.**

The purpose of this acknowledgment is to provide you with information (to assist you) in understanding your duty and obligations relative to confidential information.

I acknowledge and agree that the information contained herein has been explained to me (as required via 45 C.F.R. Section 164.530(b)(1)), I received a copy of this document, I had a chance to ask questions, and I understand the rules set forth. By signing this document I acknowledge and agree:

1. To respect the privacy and confidentiality of any information I may have access to through Monterey County's records rooms, files, or computer network.
2. That I will access or use only that information necessary to perform my job.
3. To not (whenever possible) speak about a patient in a manner that would allow others to overhear such information.
4. To not share patient's information with anyone who doesn't have access to such information in accordance with Monterey County Health Department policies and procedures or without that patient's consent.
5. To disclose confidential patient information **ONLY** to those authorized to receive it.
6. Not to use, release or disclose the contents of any patient records, or reports, except to fulfill my work assignment.
7. Not to remove or copy any PI or reports from their storage location except to fulfill my work assignment.
8. Not to sell, loan, alter or destroy any PI or reports except as properly authorized within the scope of my job assignment.
9. Not to access or request any PI that is not necessary to perform my assigned job function.
10. To report **immediately** any suspected or known unauthorized access, use, or disclosure of PI.
11. To abide by Monterey County Health Department's "Notice of Privacy Practices," any other policies and procedures set forth by Monterey County, and any federal, state, and/or local regulations governing privacy issues.
12. Not to remove, copy, or disclose confidential information regarding Monterey County Health Department employees, such as performance or disciplinary records, social security numbers, financial information (including bank and credit card numbers), PII, PHI, ePHI, including, but not limited to medical insurance numbers, except as needed to fulfill my duties in my position with Monterey County Health Department.
13. To keep my workstation secure (i.e. lock up disks or files when not in use, that contain confidential information; locking

my computer when I leave the station; and other practices as described in the Monterey County Information Technology Policies and training).

14. To follow all policies for portable County issued devices and personal devices that I have been authorized to use for work purposes (i.e. enabling personal devices to be disabled if lost or stolen, maintaining security standards and patches on personal devices, synching County issued devices to the County Network at least every three weeks, and using County issued devices for work purposes only).
15. To never share any access codes or passwords given to me to access Monterey County systems.

Upon separation of my employment or services with Monterey County Health Department, I shall give back all PI and documents, including, but not limited to, such things as medical information, manuals, notebooks, reports, vendor lists and information, and anything else owned by Monterey County or to which Monterey County is entitled to and which is in my possession or under my control.

In the event of a breach or a threatened breach of any of the preceding provisions, Monterey County Health Department shall, in addition to the remedies provided by law, have the right and remedy to have such provisions specifically enforced by any court having jurisdiction, it being an agreement and agreed that any breach of any of these provisions will cause irreparable injury to Monterey County Health Department.

This acknowledgment supersedes and replaces any prior or existing understanding between Monterey County Health Department and the signer relating generally to the same subject matter. Monterey County Health Department Bureaus may have additional agreements specific to their work function and the specific confidentiality requirements of that Bureau.

If any of the above numbered provisions, in whole or in part, of this acknowledgment is declared void or unenforceable by a court of competent jurisdiction, the remainder of this acknowledgment or the remainder of such provisions shall remain in full force and effect. If any provision of this acknowledgment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as enforceable.

This acknowledgment shall be governed by and construed in accordance with the laws of the State of California.

I further understand that the duties and obligations set forth in this document will continue after the termination, expiration, and cancellation of this agreement to include my termination of employment (required via 45 CFR § 164.530 (e)(1) and 45 CFR § 164.308(1)(i)(ii)(C)) .

I understand that penalties for violating one of the above limitations may include disciplinary action, civil or criminal prosecution.

Signature: _____ Employee # _____

Printed Name: _____

Title, Bureau and Unit: _____

Date: _____

This form should be completed when you start work with MCHD and each April. The employee and supervisor should each keep a copy of the completed form. Send the signed original to Human Resources. Supervisors must provide any additional bureau specific confidentiality/privacy policies to employees. This form should be signed by any volunteer, vendor, subcontractor or other individual who is given access to Protected Information on behalf of Monterey County Health Department.