



## Lincoln Trail District Health Department Employee Privacy and Security of Protected Health, Confidential and Sensitive Information Agreement

Please Print:

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Last Name, First Name, & M.I.

I understand that I may be allowed access to confidential information and/or records in order that I may perform my specific job duties. I further understand and agree that I am not to disclose confidential information and/or records without prior consent of the appropriate authority(ies) in the Local Health Department (LHD).

I understand all information pertaining to personal facts and circumstances obtained by health department staff shall be **confidential**. Any information that can be linked to a specific person through the patient's name, patient identifying number which is or contains his/her social security number, his/her address or telephone number is deemed confidential. Further, I understand that information that would lead to identification of an individual must also be protected as Patient Health Information (PHI). Such information may be in the form of a person's personnel record, medical record, excerpts from the medical record, computer generated reports, computer disks, computer screens, copies of computer screens and conversations which identify the patient. All such information shall be safeguarded against access/use by unauthorized persons and shall be stored out of sight when not in use.

I understand that identities of patients I see and patient specific information I learn from conversations or observations as an employee of the local health department are confidential. I will not disclose information about specific individuals without the individual's written consent, except in accordance with written standards or as provided by law. I also understand information may only be disclosed in statistical summarization or another form(s) that does not identify specific individuals. I understand that information provided to external agencies must have the same protections and that persons receiving such information must be aware of governing statutes and regulations.

I understand that all USER ID/Passwords to access computer data are issued on an individual basis. I further understand that I am solely responsible for all information obtained, through system access, using my unique identification. At no time will I allow use of my USER ID/Password by another person.

I understand that accessing or releasing confidential information and/or records, or causing confidential information and/or records to be accessed or released to myself, other individuals, clients, relatives, etc., outside the scope of my assigned job duties would constitute a violation of this agreement and may result in disciplinary action taken against me, up to and including dismissal. I further understand that employees may subject themselves to civil and criminal liability, as well as disciplinary action, for the disclosure of confidential information to unauthorized persons.

I understand that the following is not an exhaustive list of all confidential information, but is an attempt to include most of the major examples of such information. In the event of doubts about whether certain information is covered by confidentiality requirements, I understand that I should consult my supervisor.

Under **HIPPA**, an individual's health care information must be used by the LDH and its employees and agents only for legitimate health purposes like treatment and payment. **45 C.F.R. § 160.101 et seq. and specifically §§ 164.500, 164.501, 164.514** established standards for privacy of health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health information that must be kept private and secure is called Protected Health Information (PHI). HIPAA establishes in Federal Laws the basic principle that an individual's medical records belong to that individual and, with certain exceptions, cannot be used, released or disclosed without the explicit permission of that individual or their legal guardian. This includes disclosing PHI in even casual or informal conversation not related to a legitimate health purpose (like treatment or payment) at any time whether at work or not. HIPAA gives patients/clients of the LHD program and services the right to an explanation of their privacy rights, the right to see their medical records (with some exceptions), the right to request corrections to these records, the right to control the release of information from their records and the right to documented explanations of disclosures by the Cabinet and by others who may have access to this information. Those who violate the rules laid down by HIPAA are subject to federal penalties. For non-criminal **violations of the privacy standards, including disclosures made in error**, there are civil monetary penalties of \$100 per violation up to \$25,000 per year, per standard. Criminal penalties are imposed for violations of the statute that are done knowingly (on purpose) – **up to \$50,000 and one year in prison for obtaining or disclosing protected health information; up to \$100,000 and up to five years in prison for obtaining or disclosing protected health information under "false pretenses;" and up to \$250,000 and up to 10 years in prison for obtaining protected health information with the intent to sell, transfer or use it for commercial advantage, personal gain or malicious harm.**

Under **KRS 214.420**, all information in the possession of local health departments concerning persons tested for, having or suspected of having sexually transmitted diseases, or identified in an epidemiologic investigation for sexually transmitted diseases, is strictly confidential. A general authorization for the release of medical or other information is not sufficient to authorize release of this information. Breach of this confidentiality is considered a violation under KRS 214.990.

Under **KRS 214.181**, no test results to human immunodeficiency virus are to be disclosed to unauthorized persons.

Information collected from patients pertaining to mental health, alcohol and drug abuse and domestic violence is protected and not to be released without specific written permission from the patient as cited in KRS 304.17A-55 Patient's Right to Privacy Regarding Mental Health and Chemical Dependency, and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records. KRS 403.160 allows only the court to determine if domestic violence or child abuse information may be disclosed.

I will \_\_\_ or will not \_\_\_ have access to information, records, or reports concerning persons provided services for Sexually Transmitted Diseases. I understand that data concerning these patients is not to be shared with anyone who is not assigned to STD activities.

Confidentiality of family planning services is required by **42 C.F.R. 59. Section 59.11** states: *"All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and may not be disclosed without the individual's consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical or other form which does not identify particular individuals."* The confidentiality rules applicable to all programs or projects supported in whole or in part by federal financial assistance, whether by grant or by contract, are found at 42 C.F. R. **§ 50.310, which states:** *"Information in the records or in the possession of programs or projects which is acquired in connection with the requirements of the subpart may not be disclosed in a form which permits the identification of an individual without the individual's consent except as may be necessary for the health of the individual or an may be necessary for the Secretary [of Health and Human Services] to monitor the activities of those programs or projects. In any event, any disclosure shall be subject to appropriate safeguards which minimize the likelihood of disclosures of personal information an identifiable form."*

I understand that other types of information may also be protected by confidentiality and that if in doubt as to confidentiality, I should not volunteer information before making certain that the information may be disclosed.

I also understand that this agreement is considered part of the employee evaluation process, will be reviewed at least annually and will be filed in my personnel record. Furthermore, I understand that disclosure or intentional release of personal information against an individual's wishes may also subject me to civil liability, fines and/or incarceration and that I will be prosecuted for any violation of these laws for which I am responsible.

I have read this agreement, understand it and agree to comply with its terms. In addition, it is my responsibility to report violations of this agreement by any employee to my supervisor. I acknowledge I have had an opportunity to ask questions and I understand this information. I further agree it is my responsibility to assure the confidentiality of all information which has been issued to me in confidence even after my employment with the local health department ceases.

By affixing my signature to this document, I acknowledge that I have been apprised of the relevant laws, regulations and policies concerning access, use, maintenance and disclosure of confidential information and/or records which may be made available to me through my employment in the Local Health Department. I further agree that it is my responsibility to assure the confidentiality of all information that has been issued to me in confidence even after my employment with the agency has ended.

I have read the above, received a copy of the Local Health Department Confidentiality Policy and understand my responsibilities.

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Employee's Signature

Date