THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Employee Confidentiality Agreement for Personal Identification and Protected Health Information

Print or Type

Employee ID # _____ School/Department _____

Employee First Name _____ MI _____ Last Name _____

I, above named employee, have accepted a position or currently hold a position with the Palm Beach County School District. As a condition of my employment or continued employment with the School District, I understand and agree with the following provisions governing the confidentiality of personal identification information and protected health information (confidential information), to which I am bound as an employee:

1. I will only access, use, or disclose confidential information, during the course of my employment or after my employment ends, as required and permitted in the performing of duties and responsibilities for which I have been hired with the School District. I understand that this obligation extends to any confidential information that I may acquire during the course of my employment or association with the School District, whether in oral, written or electronic form and regardless of the manner in which access was obtained. I understand confidential includes:

    a. Personal identification information which means an individual's first name, first initial and last name, or any middle and last name, in combination with and linked to any one or more of the following, when not encrypted or redacted: social security number; driver's license number or Florida Identification Card Number; or financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.

    b. Protected Health Information which means information collected from an employee, retiree or student that is created or received by the School District, in electronic media or any other form or medium, that relates to the past, present or future physical or mental health or condition of an employee, retiree or student in the provision of health care to the employee, retiree or student and that identifies the employee, retiree or student individually or which reasonably can be used to identify the employee, retiree or student. Protected health information does not include individually identifiable health information in education records covered by the Family Education Rights and Privacy Act (FERPA).

2. I agree to safeguard all confidential information I access in the course of my employment and to keep it confidential as required by law and in accordance with School Board Policies 2.035 (Breach of Personal Identification Information) and 2.036 (Protected Health Information).
3. I understand unauthorized use or disclosure of confidential information will result in disciplinary action, up to and including the termination of my employment or association with the Palm Beach County School District, and the imposition of possible civil or criminal actions.
4. If I become aware that a breach of confidential information has occurred due to my own or others' acts or omissions, I agree to immediately report the breach of confidential information to the Privacy Officer/Data Owner in my work area (or my department head, if my work unit does not have a Privacy Officer/Data Owner), as required by School Board Policies 2.035 and 2.036. I understand that should I fail to report a breach or to comply with this agreement or Board Policies, I will be subject to disciplinary action, up to and including termination of my employment. In addition, I understand that the District reserves the right to take further action, including referral to the appropriate internal or law enforcement authorities for investigation, adjudication or prosecution, or the pursuit of civil remedies.
5. Upon termination of my employment or as requested by my supervisor, I will return any and all material containing confidential information to my supervisor or designee.
6. I understand that this obligation will survive the termination of my employment or end of my association with the Palm Beach County School District regardless of the reason for such termination.

By signing and dating this Agreement in the spaces below, I certify that I have read and understood this Agreement in its entirety, and that I agree to be bound by its terms during my employment and after I leave my position with the School District.

_____ _____

Signature of Employee *Date*