



PINELLAS COUNTY HUMAN SERVICES HIPAA EMPLOYEE CONFIDENTIALITY AGREEMENT

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule (Code of Federal Regulations, Title 45, Part 164) governs how Covered Entities, such as Pinellas County Human Services, may use and disclose Protected Health Information (PHI).

This Confidentiality Agreement is intended to help protect PHI that may be included in documentation, communication or correspondence in any form, i.e. paper, magnetic or optical media, conversations, film, etc. The intent is to assure that individually identifiable client information will remain confidential and its use will be limited to the minimum necessary as necessary to accomplish Human Services' mission.

I understand and acknowledge that, while performing my assigned duties for Human Services, I may have access to, use, or disclose PHI. I hereby agree to handle such information in a confidential manner and consistent with the limitations provided in HIPAA at all times during and after my employment and commit to the following obligations:

- A. I will comply with all federal and Human Services departmental policies and procedures relating to the confidentiality of spoken, written or electronic PHI.
- B. I will use and disclose PHI only for the purpose of performing my assigned duties, in accordance with federal and Human Services policies.
- C. I will request, obtain, or communicate only the PHI necessary to perform my assigned duties and shall refrain from requesting, obtaining, or communicating more health information than is necessary.
- D. I understand that records accessed via any data source may contain sensitive and confidential information which should only be disclosed to those authorized to receive it.
- E. I will respect the confidentiality of any reports and handle, store, and dispose of these reports appropriately.
- F. I will take all reasonable care to properly secure PHI on my computer and will take steps to ensure that others cannot view or access such information. When I am away from my workstation I will lock my workstation in order to prevent access by unauthorized users. I will not leave a secured computer application unattended while signed on.
- G. I will not disclose my personal password(s) to anyone or post in an accessible location without the express written permission of my Department head and I will refrain from performing any tasks using another's password. I further understand that I am responsible if another individual accesses confidential information using my password and I am responsible for all entries made and all retrievals accessed under my password, even if such action was made by me or by another due to my intentional or negligent act or omission.
- H. I understand that my use of an electronic information system may be periodically monitored to ensure compliance with this agreement.
- I. If I have reason to believe that the confidentiality of my user password has been compromised, I will immediately change my password and notify my Human Services supervisor and Business Technology Services (BTS).
- J. The use of the Pinellas County internet connection is owned and controlled by the County and my user privilege may be revoked at any time, for any reason, and my abuse or improper usage may be the basis for termination or corrective action.

- K. I understand that I have no right or ownership interest in any client or staff information.
- L. I will immediately report any unauthorized use or disclosure of PHI that I become aware of to the Human Services Privacy Officer.
- M. I will refer public records requests through the Human Services Public Records Liaison.
- N. I agree that disclosure of confidential information is prohibited even after termination of employment or business relationship, unless specifically waived in writing by the authorizing party. The confidentiality requirements of this agreement shall survive its termination, expiration or cancellation.

I acknowledge that I have been trained in the requirements of the privacy provisions of HIPAA and the breach provisions of HITECH. I understand that the HIPAA law itself provides for criminal penalties for its violation and I also understand and agree that my failure to fulfill any of the obligations set forth in this agreement and/or my violation of any terms of this agreement shall result in my being subject to appropriate disciplinary actions under County Personnel Rules and Policies.

Print Name

Employee ID Number

Job Title

Department

Signature

Date