**Confidential Access and Confidentiality Directive**

**DIRECTIVE:**

1. As a Grantee of the Department you may have access to confidential information. This access may be part of your direct job duties. It also includes access incidental to your primary job duties. Confidential information is protected by federal and state law. Confidential information may take many forms, including paper, electronic, and verbal. Confidential information includes medical, personnel, financial and demographic information about individuals, health care providers, and facilities, Department employees, and information proprietary to other companies and agencies or persons.
2. Department operations rely heavily on the gathering and proper use of confidential information. Improperly using or disclosing confidential information harms public health efforts and may expose you or the Department to legal liability.
3. You may access and use confidential information only for which you have a need to know to do your work.
4. You may not discuss confidential information, including the names of individuals, health care providers and facilities, Department employees, and information proprietary to other companies or persons, except as necessary to do your work and you must take reasonable measures to safeguard confidential information from improper disclosure.
5. You may not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized by your supervisor.
6. This document may not cover all restrictions on your access to or use of confidential information. Your employing agency and other law or Department policy may also apply to the confidential information provided by the Department. Your employing agency may provide specific training concerning confidential information to which you have access.
7. You are responsible to know the policies and laws governing information to which you have access, including information provided to you by other programs within the Department, and if you have any questions about the confidentiality of information or the appropriateness of its disclosure, you are responsible to ask your immediate supervisor and contract manager. Specific policy and law that apply to information to which you may have routine access are attached to this agreement.
8. You must safeguard and not disclose any personal access code, password or other authorization that allows you to access confidential information.
9. You are encouraged to speak to other employees to promote safeguarding confidential information if you see that their activities or practices may compromise confidential information.
10. A breach of this confidentiality directive may result in corrective or disciplinary action, up to and including termination of contract agreements, as well as possible civil and criminal liability for you and the Department. Your obligations under federal or state law and this agreement continue after termination of your employment.

I have read and understand the above information and agree to abide by the requirements of this agreement.

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Signature Date

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Printed Name Agency Name

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Witness Signature and Printed Name Date

DISTRIBUTION: One-signed copy to the individual **AND** one-signed copy filed at Agency.