

ADPH Patient Data Confidentiality and Remote Access Agreement

This Patient Data Confidentiality and Remote Access Agreement applies to workforce members who are authorized to access electronic information systems, including but not limited to:

I understand that because of my own or my employer's relationship (contractual or otherwise) with the Alabama Department of Public Health involving access to or exchange of patient information, I have a legal and/or ethical responsibility to safeguard the confidentiality and integrity of electronic medical records, protected health information (PHI) and/or other proprietary data, including financial information, to which I come in contact. I will access, use or disclose this confidential information ONLY when it is necessary, appropriate and lawful to do so in the performance of my duties and in accordance with the Department's use and disclosure policies.

I understand that if I fail to adhere to the provisions of this confidentiality agreement or the Department's use and disclosure policies, I may be subject to remedial action, such as termination of my employment or contract, formal warning, suspension and/or permanent revocation of authorization to access electronic information systems.

Additional Terms and Conditions

1. I will access the Department's electronic information systems and the data within ONLY if I am authorized to do so AND I have a work-related reason based on my job or position. I will not access these systems or the data within for personal reasons of any kind.
2. I will access PHI ONLY after having received prior authorization, or when appropriate and lawful based on the Department's use and disclosure policies, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and/or other state and federal laws.
3. I will not in any way divulge, copy, release, alter or destroy any confidential information, including PHI, except as authorized by the Department or as required by law.
4. I will avoid inappropriate disclosure of confidential information, including PHI, by using appropriate security measures. These measures may include, but are not limited to: locking up laptops, electronic media (such as CDs and USB flash drives) and mobile devices containing electronic media (including smart phones, tablets and other handhelds) when not in use, using password-protected screen savers, and positioning computer or mobile device screens that show confidential information away from the view of unauthorized persons.
5. I understand that the Department reserves the right to log, access, review, monitor, and audit or otherwise utilize information stored on or passing through its electronic information systems in order to manage and enforce patient data privacy and security policies.
6. When accessing electronic information systems, I will use ONLY those credentials assigned to me, which may include a User ID and password. I will NOT:
 - a. Share, disclose or publicly display my credentials; or
 - b. Use tools or techniques to break, exploit or otherwise circumvent established security measures.

7. I will IMMEDIATELY notify my supervisor or the security officer if:

- a. My credentials, which may include a User ID and password used to access electronic information systems have or may have been disclosed or otherwise compromised;
- b. I know or suspect that activities that violate this confidentiality agreement the Department's use and disclosure policies have occurred; or
- c. I misplace or otherwise lose possession of any device, such as a laptop or handheld, containing the Department's electronic information.

8. I agree that my obligations under this confidentiality agreement will continue indefinitely, even after termination or expiration of my employment, contract or relationship with the Department.

9. Upon termination of my employment, expiration of my contract or other termination of my relationship with the Department, I will immediately return any confidential information owned by the Department.

By completing the electronic signature, I acknowledge that I have read this Patient Data Confidentiality and Remote Access Agreement and I agree to comply with all the terms, conditions, and policies stated or listed herein.

User Signature

Date