

DISEASE OUTBREAK CONTROL DIVISION ACCESS AND CONFIDENTIALITY AGREEMENT

In the course of your affiliation with the Disease Outbreak Control Division (DOCD), Hawaii State Department of Health, you may have access to what this agreement refers to as “confidential information.” The purpose of this agreement is to help you understand your duty regarding confidential information.

Confidential information includes patient information, employee information, financial information, other information relating to DOCD, and information proprietary to other companies or persons. You may learn of or have access to some or all of this confidential information through a computer system or through your work duties. Confidential information is valuable and sensitive and is protected by law and by strict policies. The intent of these laws and policies is to assure that confidential information will remain confidential—that is, that it will be used only as necessary to accomplish DOCD mission.

You are required to conduct yourself in strict conformance to applicable laws and DOCD policies governing confidential information. Violation will subject you to discipline, which might include, but is not limited to, loss of privileges to access confidential information, and to **legal liability**. Confidential information is not to be discussed, shared or disclosed beyond the extent and purpose of performance of work duties. If you have any question about what information is confidential, consult your supervisor or assume that the information is confidential unless informed otherwise.

I understand that I will have access to confidential information that may include, but is not limited to, information relating to:

- Patients (such as records, conversations, financial, and demographic information, etc.),
- Employees (such as salaries, employment records, disciplinary actions, etc.),
- Program information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.), and
- Third-party information (such as computer programs, client and vendor proprietary information source code, proprietary technology, etc.).

Accordingly, as a condition of and in consideration of my access to confidential information, I promise that:

1. I will use confidential information only as needed to perform my legitimate duties as an employee, contractor, or volunteer affiliated with DOCD. This means that:
 - a. I will only access confidential information for which I have a need to know; and

- b. I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential information except as properly authorized within the scope of my professional activities as an employee, contractor, or volunteer affiliated with DOCD; and
 - c. I will not misuse confidential information or carelessly care for confidential information.
2. I will safeguard and will not disclose my access code or any other authorization I have that allows me to access confidential information. I accept responsibility for all activities undertaken using my access code and other authorization.
 3. I will report activities by any individual or entity that I suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 4. I understand that my obligations under this Agreement will continue after termination of my affiliation with DOCD.
 5. I understand that I have no right or ownership interest in any confidential information referred to in this Agreement. DOCD may at any time revoke my access code, other authorization, or access to confidential information. At all times during my affiliation with DOCD, I will safeguard and retain the confidentiality of all confidential information.
 6. I will be responsible for any misuse or wrongful disclosure of confidential information and for my failure to safeguard my access code or other authorization access to confidential information. I understand that my failure to comply with this Agreement also may result in loss of privileges to access confidential information and to **legal liability**.

I have read the information above and agree to protect the confidentiality of information, and to consider all information confidential unless otherwise informed.

Signature: _____

Printed Name: _____

Title in Organization: _____

Company Name: _____

Date: _____