

Utah Department of Health Confidential Access and Confidentiality Directive

This document provides each grantee with the Utah Department of Health (DEPARTMENT) with guidelines regarding confidential information. The individual GRANTEE may elect to develop a more detailed description of how confidential information shall be maintained.

The GRANTEE shall ensure that each employee, agent and volunteer who provides HIV Prevention Services under the terms of this Grant Agreement shall annually sign the Utah Department of Health Confidential Access and Confidentiality Directive.

- Directive 1: Confidential information is protected by federal and state law.
- Directive 2: Confidential information includes but is not limited to; medical, personal, financial, client demographic information, health care providers, facilities, agency staff, volunteers and proprietary information about other companies, agencies and/or persons.
- Directive 3: Public health work, rely heavily on gathering and proper use of confidential information. Improperly using or disclosing confidential information harms public health efforts and may expose you or the agency to litigation.
- Directive 4: You may access and use confidential information only for which you have a need to know.
- Directive 5: You may not discuss confidential information, including the names of individuals, health care providers and facilities, DEPARTMENT employees and information proprietary to other company or persons, except as necessary to do your work and must take reasonable measures to safeguard confidential information from improper disclosure.
- Directive 6: You may not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly disclosed by GRANTEE staff.
- Directive 7: You are responsible to know the policies governing information to which you have access, including information provided to you by GRANTEE employees, agents or volunteers.
- Directive 8: You must safeguard and not disclose any personal access code, password or other authorization that allows you to access confidential information.
- Directive 9: A breach of the Confidential Access and Confidentiality Directive may result in termination of funding for this Grant with the DEPARTMENT, personal sanctions to include up to six months imprisonment and fines up to \$1,000.
- Directive 10: Your obligation under federal and/or state law and this agreement continue after separation with this GRANTEE.

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

Signature

Date

Printed Name

Agency Name

Witness Signature and Printed Name

Date

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