

**Arlington County Department of Human Services
Office of the Director**

Departmental Policy-G.1

Subject: Confidentiality Agreement

Effective Date: April 14, 2003 revised 7/1/2017

POLICY

Respecting and protecting the privacy of our clients is a foundational value of the Arlington County Department of Human Services (DHS). DHS workforce members who have access to protected information shall abide by and sign a Confidentiality Agreement.

The Confidentiality Agreement shall address:

1. Workforce members shall access, use and/or disclose information available or acquired for the delivery, coordination, and monitoring of services only.
2. Workforce members shall share information with other workforce members and business associates who are directly involved in the delivery and coordination of services for shared clients.
3. Workforce members shall not willfully document or enter inaccurate data.
4. Inappropriate uses and/or disclosures of information may result in disciplinary action up to and including dismissal.
5. Workforce members shall receive training in roles and responsibilities in protecting confidential information.

APPLICATION

1. This policy applies to Department of Human Services' workforce members, including employees, contractors, students, and volunteers.
2. It is the responsibility of each Division's Leadership Team to ensure that all workforce members within the Division are educated on this policy and adhere to the standards of this policy and corresponding confidentiality policies specific to Division programs.

PROCEDURE

1. Workforce members shall sign the employee confidentiality agreement at time of hire or engagement. Under no circumstances shall access to confidential data be granted without a signed agreement on file.

2. Current workforce members shall review and re-sign the employee confidentiality agreement at least annually.
3. DHS employees' signed confidentiality agreements shall be maintained in the DHS Human Resource (HR) employee files.
4. Contractors', volunteers' and students' signed confidentiality agreements shall be maintained by their designated Supervisors.

FOLLOW-UP AND REVIEW

This policy shall be reviewed annually by the DHS Privacy Officer who will present any proposed changes to the Director of DHS for review and approval.

Attachment

Employee Confidentiality Agreement Form

Approved

Anita E. Friedman
Director, Department of Human Services

5/26/17
Date

**ARLINGTON COUNTY DEPARTMENT OF HUMAN SERVICES
EMPLOYEE CONFIDENTIALITY AGREEMENT**

I, _____, an employee of the Department of Human Services (DHS), recognize my professional, legal, and ethical obligation to maintain confidentiality for the clients of this Department according to all local, state, and federal regulations and County and DHS policies. I further understand that as an employee of DHS, I am responsible for protecting clients' confidential information in any medium, including oral, written, and electronic.

Therefore, I agree and acknowledge that:

1. I shall respect and maintain the confidentiality of all discussions, records, and any other information generated in connection with indirect and direct client services; and
2. I shall only access, discuss, or disseminate confidential client information for purposes directly related to the delivery of client services as appropriate to my job responsibilities, and only in a manner which is consistent with officially adopted policies of DHS and the County, or where no officially adopted policy exists, only with the express approval of the DHS Privacy Officer or designee. I shall make no voluntary disclosure of any discussion, deliberations, client records or any other client service, except to persons authorized to receive it in the conduct of DHS affairs; and
3. I will only share confidential information with individuals within the Department who are directly involved in the delivery of client/family services, supervision of the services, or administration of Department of Human Services' programs, as this constitutes appropriate use of this information. I understand that information obtained shall be used only for the authorized purpose. I will not directly or indirectly reveal, report, publish, copy, disclose, or transfer any of the information to any other person or entity, except for treatment, payment, and/or operations, without prior written authorization of the client(s) or the legal guardian affected; and
4. I will not willfully enter inaccurate data or fail to enter all available information required for the purpose of my job, recognizing the necessity of maintaining accurate and complete client records and information. Upon demand by the department, I will return all information including written notes; and
5. I am prohibited from sharing or knowingly permitting use of my assigned or entrusted access control mechanisms (such as log-in IDs, passwords, user IDs) to co-workers for access to my systems and application. I will only access the minimum necessary information to satisfy my job role or the need of the request; and
6. I agree to document services in a clear, full and accurate manner according to DHS and program policies and procedures. My willful inappropriate use of information, failure to document, or willful entry of inaccurate information in a client record, may result in disciplinary action taken against me up to and including dismissal; and
7. I will attend training regarding the proper methods and procedures for maintaining confidential information; and
8. I agree to discuss confidential information only for job-related purposes and to not discuss such information with those who do not have a need to know about the information; and

9. Confidential communications with or about clients shall not occur, nor confidential information shared, via text message or personal email or any social media application. I agree to adhere to DHS and County policies regarding the use of encryption when using the County's email system to exchange confidential information; and
10. Client records shall not be left unsecured in my workspace, removed from the workplace or stored on any personal electronic device. Appropriate records security in accordance with DHS and County policy will be maintained by me at all times; and
11. My obligation to safeguard client confidentiality continues after I am no longer a DHS/Arlington County employee or contractor; and
12. After I am no longer a DHS/Arlington County employee, I agree to not discuss or otherwise disclose confidential information without the express written authorization of the Director of the Department of Human Services, or designee. In the case of testimony post-employment and only with a valid court order or a proper subpoena, I understand that I am not authorized to speak on behalf of DHS or regarding any client services provided through my work for the County without notification to DHS Director or designee and County Attorney; and
13. I have an obligation to report any variance from this agreement I make or observe others making to my supervisor or the DHS Privacy Officer.
14. This form does not, in any context, replace the confidentiality agreement(s) required by the Commonwealth of Virginia, Federal and local agencies and their sponsors.

By my signature I do hereby certify that I fully understand and accept the conditions stated above as a condition for being provided access to client data. I have received a copy of, read, understand and agree to uphold this agreement. I also understand that in my daily job duties, I will have access to confidential DHS records and any violation of confidentiality, in whole or in part, could result in disciplinary action up to and including termination and/or legal action. I further certify that I have had an opportunity to discuss any questions I have pertaining to the conditions stated above.

Employee Signature

Date

Employee Printed Name