Confidentiality Oath

All Department of Health, Division of Family and Community Health, personnel including career service, exempt, contractors, and interns who have access to confidential medical or epidemiological information must be knowledgeable of SD Codified Laws 34-22-12, 34-22-12.1, 34-22-12.2, 22-18-31, and SD Department of Health Administrative Policies and Procedures, Statement No. 25, revised: April 22, 2016, Title: HIPAA- Business Associates, and Data Security and Confidentiality Guidelines.

I acknowledge the following:

1. I have read and received a copy of SDCL 34-22-12.1, SDCL 34-22-12.2, and SD Department of Health, Administrative Policies and Procedures, Statement No. 25, revised: April 22, 2016, Title: HIPAA –Business Associates.
2. Release of any data or information with identifiers (confidential information) will be in accordance with SDCL 34-22-12.1.
3. Any confidential information to be disposed of will be shredded.
4. All confidential information, on paper or other storage media, will be kept in a locked file cabinet when not being used.
5. All confidential information that I am working with will be locked up when I leave my workstation unattended or receive unauthorized visitors at my workstation.
6. I will conduct telephone conversations requiring the discussion of identifiers in my work area or other confidential area only.
7. When working with confidential information on a computer, I will log off when I am finished to prevent unauthorized access to that information.
8. I will not disclose my computer passwords or lend my file or office keys to unauthorized persons.
9. The confidential information generated and used while employed by the State of South Dakota, Division of Health and Medical Services, is the property of the Division of Health and Medical Services.
10. I will not discuss any identifying information except in the performance of job-related duties and will be mindful that these discussions do not occur in public areas such as hallways, elevators, restrooms, lunchrooms, or other public areas.
11. Violation of this Confidentiality Oath may result in termination of my employment and/or legal penalties. Legal penalties may apply even after termination of my employment.
12. Personnel who are authorized to work with surveillance information with identifiers will be supplied a copy of the Data Security and Confidentiality Guidelines. I have reviewed, understood and had opportunity to seek clarification regarding all content provided in this document and how it applies to my authorized use of data and information for my position.
13. I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of confidential information.

_____ / _____ / _____

Employee, Contractor, or Intern Signature Print Name Date

I hereby certify that the above person received copies of the pertinent statutes and policy described above.

_____ _____

Director, Division of Family and Community Health Date
Overall Responsible Party (ORP)

Revised June 3, 2019