



KDHE Bureau of Community Health Systems KS-CRA User Confidentiality Agreement

I have been granted access to the Kansas Countermeasure Response Administration (KS-CRA) as a registered user due to my current status as a public health professional. I understand that as a user, I will have access to sensitive and confidential information, including, but not limited to protected health information, and that this information has been shared with me in a strictly professional capacity, in order to assist in the performance of my official professional responsibilities.

Definitions.

- 1. Health Information.** Health information means any information, whether oral or recorded in any form or medium, that: (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and, (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or the past, present, or future payment for the provision of health care to an individual.
- 2. Confidential Information.** Confidential information means individually identifiable health information that is: (1) Transmitted by electronic media; (2) Maintained in electronic media; or (3) Transmitted or maintained in any other form or medium.
- 3. Breach of Confidentiality.** Breach of confidentiality means the unauthorized disclosure of confidential information by any means.
- 4. Local User.** Local User means any person with authorized access to KS-CRA who is not a direct employee of KDHE.
- 5. Agency.** Agency means the KDHE-approved public health partner agency employing the Local User.
- 6. KS-Countermeasure Response Administration (KS-CRA).** KS-CRA means a secure, web-based online inventory management, tracking, and reporting system for Kansas. The KS-CRA module is a confidential computer system that collects and selectively discloses information to authorized persons about the identity, demographics, and vaccination/medication history in the persons in the State of Kansas. KS-CRA allows limited access to a centralized database to Kansas Department of Health and Environment (KDHE) approved Local Users, based on their job position and agency of employment.

I therefore agree to the following provisions:

- 1.** I agree to abide by and follow all of the requirements set forth in this document and such other rules and regulations as are adopted by the Agency and such other federal and state

laws, regulations and rules concerning confidential information which are applicable to confidential information which may come into my possession. Said laws, regulations and rules include, but are not limited to: The Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act of 1974 (FERPA), K.S.A. 65-101, K.S.A. 65-102b, K.S.A. 65-118, K.S.A. 65-119, K.S.A. 65-153f, K.S.A. 65-177, K.S.A. 65-1,106, K.S.A. 65-1,116, K.S.A. 65-1,157a, K.S.A. 65-1,163 *et seq.*, K.S.A. 65-1,168 *et seq.*, K.S.A. 65-436, K.S.A. 65-525, K.S.A. 65-531, K.S.A. 65-2422d, K.S.A. 65-2438, K.S.A. 65-6001 *et seq.* and K.S.A. 65-67a05.

2. If I receive a username and security token, whether temporary or permanent, I understand that they are provided to me for my use only and are strictly prohibited from being shared with other individuals, including my co-workers. Sharing of my username or security token will result in immediate termination of my access to these systems. I understand that I am responsible for protecting the privacy of my username and security token so as to prevent unauthorized individuals from gaining access to these systems system. I further understand that attempts to circumvent or avoid the security measures set up to protect these systems from unauthorized use will result in immediate termination of my access to these systems. If I become aware that another agency staff member requires, and does not have access to KS-CRA, I will advise him or her to contact the KDHE Helpdesk at KDHE by calling (785) 296-5655 to request system access.
3. I will provide my name and contact information to the KS-CRA support staff by registering through the Kansas Personal Health Information Exchange (KANPHIX) system, and permit the use of this information in the various user directories that are available to registered users through these systems.
4. I will notify KDHE Helpdesk support staff of any changes in my job position or responsibilities, to allow for the evaluation of the appropriateness of my continued status as a registered user. I understand that a change in my job position or responsibilities may make me ineligible for further access to KS-CRA.
5. I understand that my access to this system, and my eligibility to become or remain a user, is determined solely at the discretion of the KS-CRA staff, and may be terminated at any time, with or without cause.
6. I will participate and provide the necessary data to KDHE in a timely and accurate manner. I will not knowingly enter invalid/false data or falsify any document or data obtained through KS-CRA. I will use KS-CRA to access information and generate documentation only as necessary to properly monitor the medication status of Kansas citizens, assess practices employed by health care, preparedness and response providers, identify target populations at high risk due to the introduction and/or spread of communicable and infectious disease and document/assess coverage during outbreaks or emergencies.

7. I will treat all information I receive via this system as sensitive and confidential information. I will share this information only with person(s) or organization(s) who are authorized by law to receive this information and who need this information in order to perform their public health responsibilities. I will use the information that I receive through these systems solely for the purposes authorized by law in performing my duties as a public health professional. I acknowledge that my employer and I are each responsible for the protection of the confidential information I have access to and obtain from KS-CRA and I shall take all steps necessary to ensure that such confidential information is protected. I understand that my duty pursuant to this paragraph includes, but is not limited to, using caution in email messages and verbal communication even when directed towards my co-workers.
8. I will not transmit confidential information using unsecured electronic communications such as e-mail. I agree that electronic communication between KDHE and me or between me and another Local User will contain only the patient initials or KS-CRA patient ID number, rather than patient identifiers such as names and dates of birth.
9. I will limit the amount of information from this system that I download, print or photocopy to those items that are essential to the performance of my professional duties. I agree to destroy all downloaded, printed and photocopied information (electronic and hard copy) as soon as it is no longer needed. This prohibition includes accessing confidential information about myself, family member(s) or friend(s) for personal reasons without which is not required in the performance of my professional duties.
10. I will log off of the KS-CRA system each time I leave my computer.
11. I will enter information into this system that is accurate to the best of my knowledge at the time of submission and I will update the system when I become aware of changes to the information contained there.
12. I will immediately report all breaches of confidentiality related to KS-CRA confidential information to the KDHE Helpdesk at KDHE by calling (785) 296-5655.

STATEMENT FOR PROTECTION OF CONFIDENTIAL INFORMATION

I have read, understand and agree to comply with all of the above requirements.

I understand that protecting confidential information is a public trust, and that unauthorized and /or illegal disclosure of confidential information not only threatens the ability of KDHE to serve the public, but is a violation of state and federal law.

I understand that the unauthorized disclosure of confidential information, whether by negligence or intent, may result in loss of KDHE information system privileges, possible disciplinary action by my employer (including possible dismissal), and/or civil liability and criminal prosecution.

Name (Print) _____

Signature _____

Agency _____

Date _____

Return Signed Statement to:

**Kansas Department of Health and Environment
ATTN: Laura Ross
Bureau of Community Health Systems
1000 S.W. Jackson St., Suite 340
Topeka, KS 66612**