



**STATEWIDE INCIDENT MANAGEMENT SYSTEM (SIMS) USER SECURITY AND
CONFIDENTIALITY AGREEMENT**

Individually identifiable information relating to applicants/clients/recipients of the Louisiana Department of Health (LDH) is confidential and must be safeguarded in accordance with applicable legal requirements, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations governing the privacy and security of individually identifiable health information, federal Medicaid law and regulations, Louisiana law, and the rules, policies, and procedures of LDH, as applicable. Such information shall not be shared with anyone outside LDH except in compliance with those legal requirements.

Falsification of any document or information is strictly prohibited.

Federal penalties may be imposed in addition to state penalties. Any person who knowingly discloses individually identifiable health information in violation of the HIPAA Privacy Rule shall be subject to punishment pursuant to the HIPAA statute. In addition to criminal penalties, disciplinary action including dismissal from employment may result.

Information from any and all computer systems and/or agency files shall not be obtained for purposes other than official business; will not be shared except in the official performance of agency duties; and confidential data such as computer printouts and agency forms will not be removed from the workplace without written authorization from LDH and will be kept out of the view and reach of unauthorized personnel at all time. LDH users working offsite and non-LDH users shall ensure appropriate physical safeguards are in place to protect Confidential and Restricted Data. When data is not in use, the data shall be stored in locked filing cabinets, a separate home office with locking door, closets with locking doors, or other reasonable physical controls that prevent access by unauthorized individuals.

All access to, or uses or disclosures of, confidential information by an employee shall have the sole purpose of serving applicants/clients/recipients of LDH and shall not have any other purpose. This includes obtaining, using, or changing information from agency files or information from other agencies or the use of any information for personal gain. The data usage must comply with the Office of Technology (OTS) Information Security Policy (ISP). Report any intentional or non-intentional violations of the ISP to the OTS Information Security Team.

The user shall not share his/her user log-in and/or password information with any other person, and shall not save passwords in the browser. Disciplinary action, as applicable, may be imposed for any violation of this policy.

SIGNATURES

I have read, understand, and agree to adhere to all security and confidentiality agreements.

USER'S NAME AND JOB TITLE/POSITION (PRINTED):

AGENCY/FACILITY/(# if applicable):

USER'S SIGNATURE:

DATE:

I certify that the individual named herein requires access to SIMS for the purpose of performing his/her current job duties. I further certify that I will notify LDH immediately when the individual no longer requires access to SIMS for any reason including changes in duties or employment termination.

MANAGER/SUPERVISOR NAME AND JOB TITLE/POSITION (PRINTED):

MANAGER/SUPERVISOR SIGNATURE:

DATE: