

**DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES**



SUBJECT: DESIGN/CONSTRUCTION AND MAINTENANCE RISK ASSESSMENT:
POLICIES AND PROCEDURES
OATH OF CONFIDENTIALITY POLICY

POLICY NO: 918.2

PURPOSE: To promote confidentiality of information and records maintained by the County of Los Angeles Department of Health Services (DHS), including but not limited to: patient records; employee personnel records; business records; and non-patient Public Health records (RECORDS) during the design, construction or maintenance of buildings, and retrofit, and remodeling projects at DHS facilities.

POLICY: All County contractors, including, but not limited to independent contractors, sub-contractors, consultants, engineers, architects, vendors, inspectors and their employees and agents herein (CONTRACTOR) while performing services at DHS facilities, are required to comply with all federal and State laws and regulations governing the confidentiality of such RECORDS or information contained in those RECORDS.

CONTRACTOR must agree not to obtain, inspect, copy any RECORDS or divulge the content of any RECORDS to any unauthorized person or entity.

PROCEDURE: CONTRACTORS are required to complete, sign and submit the attached CONTRACTOR'S OATH OF CONFIDENTIALTY FORM to the DHS facility Project Manager prior to accessing and beginning work in the facility.

EMPLOYEES are required to complete, sign and submit the attached EMPLOYEE'S OATH OF CONFIDENTIALTY FORM to the DHS facility Project Manager prior to accessing and beginning work in the facility.

APPROVED BY:

EFFECTIVE DATE: February 16, 2004

SUPERSEDES:

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CONTRACTOR'S OATH OF CONFIDENTIALITY

I, (Contract Manager) _____, am the _____ for _____(CONTRACTOR) and am authorized to bind the corporation in contractual matters. _____ CONTRACTOR hereby agrees not to divulge, obtain, inspect or copy any information or records maintained by the County of Los Angeles Department of Health Services (DHS), including, but not limited to: patient medical records; patient records; employee personnel records; business records; and non-patient Public Health records, herein (RECORDS). Such RECORDS are confidential and are considered private under California Law.

CONTRACTOR including, but not limited to its Independent Contractors, Sub-contractors, Consultants, Engineers, Architects, Vendors, Inspectors and its employees and agents herein after CONTRACTOR while performing services under the County of Los Angeles Agreement # _____ shall comply with all federal and State laws and regulations governing confidentiality of such RECORDS. In no event are confidential RECORDS to be obtained, inspected, copied, or released by CONTRACTOR without prior patient or other legally appropriate authorization.

CONTRACTOR expressly acknowledges and agrees that the provision of services under this agreement does not require or permit access by CONTRACTOR to any RECORDS. Accordingly, CONTRACTOR shall instruct its agents and employees that they are not to attempt to obtain or gain access to any RECORDS for any reason whatsoever.

Notwithstanding the foregoing, the CONTRACTOR acknowledges that, in the course of the provision of services under the County of Los Angeles Agreement # _____, CONTRACTOR or its employees or agents may gain access inadvertently to such RECORDS. CONTRACTOR understands and agrees that neither it nor its agents and employees are to exploit such access for any purpose whatsoever, and that CONTRACTOR shall instruct its employees and agents that they are not to obtain, inspect, copy, or divulge any information contained within any RECORDS for any reason whatsoever.

Additionally, in the event of any access to such RECORDS, CONTRACTOR and its agents and employees shall maintain the confidentiality of any RECORDS obtained or accessed and shall immediately notify the DHS facility supervisory personnel and the County's Contract Administrator that such access has been gained. CONTRACTOR agrees to provide appropriate training to its agents and employees regarding their obligation to immediately report access to confidential RECORDS.

In the event of any access, whether inadvertent or intentional, CONTRACTOR shall indemnify, defend, and hold harmless DHS, its officers, employees, and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with CONTRACTOR'S or its agents' or employees' access to or inspection, copying, communication or distribution of the RECORDS or unauthorized disclosure of information contained within the RECORDS.

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CONTRACTOR recognizes the unauthorized release of confidential RECORDS may make it, and its individual employees and agents subject to a civil action under State and federal laws.

Contractor Name

Contractor Signature

Date



EMPLOYEE'S OATH OF CONFIDENTIALITY

I, the undersigned, am an employee of _____, providing _____ services at _____ under County Contract #_____. I, hereby, agree not to obtain, inspect, divulge or copy any information or records maintained by the County of Los Angeles Department of Health Services (DHS), including but not limited to: patient medical records, patient records, employee personnel records, business records, and non-patient Public Health records are herein known as (RECORDS). Such RECORDS are confidential and are considered private under California Law.

I expressly acknowledge and agree that the provision of services under this agreement does not require or permit me to have access to such RECORDS. Accordingly, I have been instructed by my employer, _____, that I am not permitted to access, review, copy, divulge, keep or remove any RECORDS for any reason whatsoever.

In the event that I gain access to any RECORDS, whether inadvertent or intentional, I shall maintain the confidentiality of the information contained in the RECORDS and shall immediately notify my supervisor that such access has been gained. I understand that the unauthorized release of confidential information contained in such RECORDS may make me subject of a civil action under State and federal laws.

As a condition of performing my duties as an employee or agent of _____, I agree not to obtain, inspect, keep, remove or copy any RECORDS or divulge the content of any RECORDS to any unauthorized person or entity.

Employee Name

Employee Signature

Date

Supervisor Name

Supervisor Signature

Date