

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

DATA SHARING CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

I _____ am:

- a contractor of the Office of Children and Family (OCFS),
- an employee of such a contractor,
- a volunteer with such a contractor,
- a subcontractor to such a contractor,
- an employee of such a subcontractor,
- a volunteer of such a subcontractor,

(Enter Contract/Program Name)

(Enter Program Location/Address)

and;

I understand that as part of performing my duties under the contract or subcontract, I may have access to, see or hear confidential or proprietary information or data (all hereinafter referred to as "confidential information"). I understand and agree that all such information or data (oral, visual or written, including both paper and electronic) which I see or to which I have access may not be released, copied or disclosed, in whole or in part, unless properly authorized by OCFS.

I understand and agree that access to and the use of confidential information obtained in the performance of my duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by OCFS. When access to such information or data also results in access to confidential information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that confidential information needed for the purpose for which access was given.

When I no longer require access to confidential information, whether because of termination of employment, reassignment of duties or otherwise, I agree that I will not access or attempt to access any OCFS confidential information, or any confidential information in State systems or other sources to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, and other confidential information or data developed, received, compiled by or delivered to me in order to carry out functions under the contract or subcontract, regardless of the source of the confidential information or data.

I understand that the law forbids releasing or disclosing such confidential information, in whole or part. I agree that I will not copy, disclose or share confidential information in whole or in part in any form to anyone unless I am specifically directed to do so by my supervisor. I further understand that if I am unsure as to what information is confidential, I will immediately and prior to any such disclosure consult with OCFS or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the confidential information unless authorized. I understand that my access to the confidential data may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of OCFS or my supervisor.

I will comply with all applicable Federal and State laws and regulations and with all applicable policies and procedures as set by the State of New York, including, but not limited to, the confidentiality provisions of sections 372, 422, 444, 459-g and 473-e of the New York State Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7; 18 NYCRR 357.3, 423.7, 431.7, 432.7, 452.10, 457.16 and 465.1; Section 74 of the Public Officer's Law; and relevant provisions of the Social Security Act, the Health Insurance Portability and Accountability Act (HIPAA), and the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 USC Section 552a.

I will promptly report to my supervisor any activities by any individual or entity that I suspect may compromise the availability, integrity, security or privacy of the confidential information. I will immediately notify OCFS or my supervisor of any request for confidential information or data that does not come from an individual involved in the project.

I agree not to attach or load any additional hardware or software to or into State equipment unless properly authorized to do so. I will use only my access rights to, and will access only those systems, directories, confidential information or data authorized for my use by OCFS.

I will **not use OCFS** telecommunications, Internet, or E-mail services or equipment for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that would jeopardize the legitimate interests of the State.

I agree not to knowingly take any actions may which intrude upon, disrupt or deny OCFS services.

I agree to store confidential information received in secure, locked containers or, where data is stored on a computer or other electronic media, in accordance with OCFS' computer security policy that protects confidential information from unauthorized disclosure.

I agree not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding my employment by, or my relationship with, OCFS or my employer, without the advance approval of OCFS.

I understand and agree that the terms of this Confidentiality and Non-Disclosure Agreement shall continue even when I am no longer an OCFS contractor or subcontractor, or an employee or volunteer of an OCFS contractor or subcontractor, and that I will abide by the terms of this Confidentiality and Non-Disclosure Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination and/or criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of New York, unless otherwise required by the Federal Supremacy Clause.

(INDIVIDUAL's Signature)

(INDIVIDUAL's Printed Name)

(Entity of which INDIVIDUAL is an employee, subcontractor or volunteer)

(Date)