

**Delaware Health and Social Services
Division of Management Services, Information Resource Management**

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Biggs Data Center

Non-Disclosure Agreement

Important. Please read all sections below. If you have any questions regarding this Agreement, please discuss them with your supervisor or security administrator before signing. You should make a copy of this Agreement for your own records.

As a condition of receiving access to DHSS and other State of Delaware information systems, I hereby agree to the following:

1. I understand and agree that this Agreement will continue in force even after the end of my term as a DHSS employee, vendor representative, or user of a DHSS system, whichever is applicable.
2. I understand and support the Department's firm commitment to avoid unauthorized disclosure of confidential information. This applies even though the Employee, vendor representative, or user of a DHSS system, whichever is applicable, does not take any direct part in or furnish the services performed for these clients.
3. I understand that, in addition to confidential client information, any information I have access to is also confidential, Including, but not limited to personnel information.
4. I agree not to disclose confidential information unless authorized.
5. I, a DHSS employee, (if applicable), agree not to permit any person to examine or make copies of any reports or documents that have in any way to do with the clients or individuals for whom the Department has access to information. I agree to consult with my immediate supervisor or the next level of management prior to disclosure if there is any question concerning the authority to release specific confidential information.
6. I agree to safeguard from disclosure any passwords or security codes assigned to me.
7. I understand and agree that all material that contains personal identifying information about DHSS clients received in the course of my work with DHSS is government property and that I will not disclose such information except as required by law or by applicable professional standards. Unless prohibited by law, I will promptly notify DHSS when such disclosure is made. Such notice shall be directed to DHSS Information Security Officer.
8. I understand that violation of this Agreement or violation of the privacy rights of individuals through unauthorized discussion or disclosure of confidential information can give rise to irreparable injury to the person or to the owner of such information, and that accordingly, makes me subject to civil and/or criminal penalties, as well as disciplinary action, if appropriate.
9. I agree to comply at all times with all security regulations, applicable federal and state laws; DHSS policies and procedures; and all professional standards. In addition, non DHSS employees may be required to comply with their organization's policies and procedures.

All users: The Employee understands that the Federal tax information received from the IRS and Social Security Administration can be accessed only by agency personnel. Any vendor or contracted personnel accessing this information would be subject to the civil and criminal penalties of the Internal Revenue Service Code sections 7213, 7213(A) and 7431 for unauthorized inspection. These penalties include fines, not to exceed \$5000 and/or five (5) years imprisonment, plus any cost of prosecution.

I have read all of the above sections of this Agreement and I understand them. I agree with the above provisions.

User Signature _____

User Name (printed) _____ Date _____

I agree to notify the security administrator of any change in this individual's privileges or employment status.

Supervisor or Organization's Authorized Representative Signature _____

Supervisor or Organization's Authorized Representative Name (Printed) _____ Date _____