



Delaware Health and Social Services
 Division of Management Services
 Information Resource Management
 Biggs Data Center
 1901 N. DuPont Highway
 New Castle, DE 19720
 (302) 255-9150 Fax (302) 661-7213

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.
2. I understand and support the Department's firm commitment to avoid unauthorized disclosure of confidential information. This applies even though I do 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 agree not to permit any person to examine or make or retain copies of any confidential material, including reports or documents that have in any way to do with the clients or individuals for whom the Department has information. I agree to consult with the DHSS Chief Security Officer prior to disclosure if there is any question concerning the authority to release specific confidential information. The only exception is for an auditor, who may retain copies for audit purposes only and excluding Federal Tax Information (FTI), which cannot be viewed, copied or retained for any reason by the auditor.
6. I agree to safeguard from disclosure any passwords or security codes assigned to me.
7. I understand and agree that all confidential material received in the course of my work with DHSS is government property, and that I will not retain copies and will relinquish such material to the Department upon my termination.
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 any professional ethical standards.
10. I understand that the FTI received from the IRS and Social Security Administration can be accessed only by authorized DHSS personnel. This includes File Transfers, Email, FAX, and Scanned Information. 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 DHSS Chief Security Officer of any change in this individual's privileges or employment status.

Supervisor or
 DHSS Data Owner Signature _____ Date _____