State of Rhode Island, Division of Information Technology

"DoIT" Employee / Consultant Non-Disclosure & Confidentiality Agreement

The Parties. This is an agreement between the Rhode Island Division of Information Technology and I concerning the sensitive or confidential information relating to the Division of Information Technology. References in this agreement to "DoIT" mean the Rhode Island Division of Information Technology and all associated employees, systems and data.

Recognition of a Compelling Need for confidentiality. I realize that DoIT has a compelling need to maintain confidentiality, and further recognize that my employment or contract with DoIT will place me in a position of special trust and confidence with access to sensitive or confidential information concerning DoIT and its operations.

Consideration. For the reasons explained above, I agree and covenant with DoIT as follows:

1. **Agreement to Maintain Sensitive or confidentiality.** I agree that neither I nor anyone operating on my behalf will disclose or use, in any manner, any sensitive, confidential, or proprietary information or material concerning DoIT or its operations, unless:
    1. Required to do so to conduct the business of DoIT in its ordinary course of duties or
    2. Expressly authorized to do so by the Director of DoIT or his/her representative in writing
    3. Expressly ordered to do so by a court of law and upon the direction of DOA Legal

2. **Agreement to Return Sensitive or confidential Materials.** I further agree, upon the completion or termination of my employment or contract with DoIT, to deliver promptly to DoIT all documents and other materials relating to DoIT, all copies either electronic or photographic records thereof, within my custody or control or within the custody or control of anyone operating on my behalf that I, or anyone operating on my behalf, produced or obtained in the course of my employment or contract, or in the course of discussions with DoIT in anticipation of my employment or contract.

3. **Agreement to Notify about a Request.** I further agree that if any person or entity requests, subpoenas, or otherwise attempts to obtain sensitive, confidential, or proprietary information or material relating to DoIT within my custody or control, or within the custody or control of anyone operating on my behalf, I will notify DoIT immediately and will cooperate fully in any legal action by DoIT seeking protection against disclosure, on the understanding that the DoIT will bear the reasonable cost of attorney's fees and expenses incurred by me in connection with the action.

4. **Agreement to Assign Interest.** I further agree to assign to DoIT, and do hereby assign to DoIT, all right, title, and interest in any royalty or remuneration, or anything else of value, that I, or anyone operating on my behalf may acquire because of any disclosure or use of information or material in breach of this Agreement. This assignment does not limit any other remedy to which DoIT may be entitled.

5. **Protection of Sensitive or confidential Information.** I further agree to not directly

or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of DoIT, any of DoIT's sensitive or confidential information, either during or after my employment with DoIT. I acknowledge that I am aware that the unauthorized disclosure of sensitive or confidential Information of DoIT may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of information.

6. **HIPAA Provision**. Sensitive or confidential health care information shall not be released or transferred, without the written consent of the patient or except as authorized by RIGL 5-37.3-4(b)(1)-(22) or the Code of Federal Regulations entitled 42 CFR 2, Part 2.

7. **Location and Reproduction**. I shall maintain at my workstation and/or any other place under my control only such sensitive or confidential Information as I have a current "need to know." to perform computer or network maintenance, or application development projects, or programming maintenance, I shall return to the appropriate person or location or otherwise properly dispose of sensitive or confidential information once that need to know no longer exists. I shall not make copies of or otherwise reproduce sensitive or confidential information unless there is a legitimate business need of DoIT for reproduction.

8. **State of Rhode Island Ownership**. All right, title and interest in and to all subject ideas, source code, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the State of Rhode Island, and where applicable, all subject ideas shall be considered works made for hire. I shall mark all subject ideas, or source code paper/electronic documents and files with the State of Rhode Island proprietary notice as directed by DoIT and shall take all actions deemed necessary by DoIT to protect the State of Rhode Island's rights therein. In the event that the subject ideas shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any subject ideas I agree to assign to the State of Rhode Island, without further consideration, my entire right, title and interest in and to each and every such subject idea and source codes.

9. **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all subject ideas, source codes and their development made by me (solely or jointly with others) during the term of my employment with DoIT. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by DoIT. These records will always be available to and remain the sole property of the State of Rhode Island.

10. **Effect of Breach.** I realize that a breach of this Agreement would cause substantial harm to the administration, operations, and goodwill of DoIT.

11. **Remedies.** I acknowledge that I have been informed that if I breach this Agreement, DoIT, in addition to disciplining or terminating employment or contract of a contract employee, and taking other actions available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from me an amount equal to the damages caused by the breach and the revenues I or anyone operating on my behalf derived from the breach, together with all costs and expenses, including the attorney's fees, incurred by DoIT in taking such actions. If the DoIT

formally initiates the legal action but is unsuccessful in obtaining legal relief for an alleged breach of this Agreement by me, then I shall be entitled to recover costs and expenses incurred in the defense of such action, including my reasonable attorney's fees.

12. **Effect of Waiver.** The Parties agree that the waiver by either Party of a breach of this Agreement does not constitute a waiver of any prior or subsequent breach.

13. **Entire Agreement.** This agreement relating to confidentiality contains the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, understandings, whether oral or in writing, between DoIT and I with respect hereto.

Explanation of Terms. As used in this agreement:

a) The terms "sensitive", "confidential" or "proprietary information or material" means all information or material that is not in the public domain and that is disclosed or otherwise made available by DoIT to I; or that comes to the attention of I in the course of my employment or contract with DoIT, or in the course of my discussions with DoIT for such employment or contract; or in the course of such discussions; and specifically includes, but is not limited to, information or material concerning:

b) DoIT's information material concerning business practices and procedures, competitive bids, designs, blueprints, plots, and drawings; research and test results, practical and theoretical knowledge and techniques; product development plans; technical specifications, inmate criminal, medical and psychological records, network security practices, network IP addresses and routes; employee personnel files and compensation information and

c) DoIT's ability to provide protection, or its efforts to provide protection against unlawful activities directed against DoIT's data and telecommunications networks.

d) The term "anyone operating on my behalf" means any person or entity subject to my supervisor (including any associate, employee, contractor, agent, or representative of I) who is not an employee of DoIT and to whom I provide access to sensitive, confidential, or proprietary information relating to DoIT.

The Parties acknowledge that this document has been duly executed by all parties.

I have read this document, and I understand and agree to abide by its provisions.

Date

Has informed me that he/she has read this document and understands its importance to the Division of Information Technology and agrees to abide to its provisions.

Date

Enter Job Title

Department of Administration | Division of Information Technology

RIDOC Staff, Contractor and Volunteer
PREA Information Acknowledgment Form

The Rhode Island Department of Corrections mandates zero tolerance of inmate sexual abuse and sexual harassment!

- If you have any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment, all RIDOC staff, contractors and volunteers are mandatory reporters.

- All allegations of sexual abuse and sexual harassment shall be reported immediately to the nearest Superior Officer, Shift Commander, Special Investigations Unit or the Office of Inspections.

    - Special Investigations Unit (401) 462-2282
    - Office of Inspections (401) 462-2551

Acknowledgment

By signing below, I acknowledge that RIDOC notified me of RIDOC's zero-tolerance policy regarding sexual abuse and sexual harassment and informed me how to reports such incidents. My signature indicates that I understand the training I received.

Print Name: _____

Signature: _____ Date: _____

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Corrections
Medical Records Unit
PO Box 8249
Cranston, Rhode Island 02920

CONFIDENTIALITY STATEMENT

Pursuant to § 5-37.3-4(c)(3)

The security and confidentiality of health care information is important so as to generate open communication between the patient and health care provider. Health care issues would not be manageable if patients withheld pertinent medical data due to the lack of confidentiality.

Confidential health care information shall not be released or transferred, in accordance with RIDOC Policy # 18.59-5 DOC "Confidentiality of Inmate Health Information to Include Electronic Medical Record (EMR) and Paper Documents" without the written consent of the patient or except as authorized by RIGL § 5-37.3-4(b)(1) – (22) of the chapter "Confidentiality of Health Care Communications and Information Act" or the Code of Federal Regulations entitled 42 CFR 2, Part 2.

I agree only to disclose information requested from confidential records to an authorized person or persons.

I understand that an unauthorized disclosure of information from confidential records may, under certain circumstances, be punishable, upon conviction, by criminal penalties or fine, or imprisonment, or both; and may, in addition, be the subject of civil penalties. I understand that if I violate this Agreement, such a violation may be considered grounds for dismissal.

If I have any questions about releasing confidential health care information, I will contact my supervisor or the Medical Program Director or designee.

Signature below acknowledges receipt of the above information. I may retain a copy of this signed agreement.

_____ _____

Signature Date

_____

Printed Name

Original – Employer
Copy – Employee

Revised03/2012

IT Services Request Form

Please complete all fields on from and email to ent.servicedesk@ri.gov. Form must be emailed by authorized person named in Authorized By Section.

Date Requested:	RIFANS Account # 3050111

O365 license could take up to 24 hours to be received and up to 5 working days to be provisioned.

Person Receiving Account or Service

Check Type of Person:	☐ State Employee	
	☐ Contractor – (.CTR) / Vendor – (.VDR)	☐ Intern – (.INT) / Temp Employee – (.TMP)

First Name:		Last Name:					
Department:		Office/Division:					
Title:		Building:					
Street Address:		City:	Cranston	State:	RI	Zip:	02920
Phone:		Fax:					
Email Address:							

Contractor/Vendor/Temp Employee Company Information:

Company Name:		Start Date:		End Date:	
Street Address:		City:		State:	Zip:

Authorized By (Must be State Employee Responsible for Service Request)

First Name:		Last Name:	
Department:		Office/Division:	
Title:		Building:	
Phone:		Fax:	

Requested Services:

Authentication (login) Account:	☐ Add	☐ Delete	☐ Change	Account Name:	
If Change (Describe Change)					

Email Account:	☐ Add	☐ Delete	☐ Change	Email Name:	
Email Category	☐ Shared Mailbox W/Litigation Hold			☐ Office 365 User Account	
	☐ Free Shared Mailbox			☐ Distribution List	
If Change (Describe Change)					

Shared Folder Access:	☐ Add	☐ Delete	☐ Change	Access Level:	☐ Read	☐ Read/Write
Folder Name:						
If Change (Describe Change)						

Mainframe Access:	☐ Add	☐ Delete	☐ Change	Session ID:	
Replacing Employee:	☐ Yes	Whom:			
If Change (Describe Change)					

*STARS form for Payroll and Personnel Access must be accompanied (Form Location at http://operations.doit.ri.gov/forms.php)

Remote SSL Access:	☐ Add	☐ Delete	☐ Change	Account Name:	
Server/Service Name:					
Describe Request:					

Rhode Island Department of Corrections

MIS Unit

Internet/Intranet/Electronic Mail User Acknowledgement

I, _____, acknowledge that I have received a written copy of the Internet/Intranet & Electronic Mail Use and Standards policy for the Department of Corrections. I understand the terms of this policy and agree to abide by them. I realize that the Department's MIS Unit, utilizing network security software, may monitor, record and store for management use the e-mail messages I send and receive, the Internet address of any site that I visit, and any network activity in which I transmit or receive any kind of file. I understand that any violation of this policy may lead to disciplinary action or possible criminal prosecution.

By my signature below, I acknowledge that I have read and understand the Internet/Intranet/Electronic Mail Use and Standards policy and agree to abide by all of the provisions set forth in this policy.

_____ _____

Signature Date

_____

Printed Name

_____

Facility/Unit

_____

Telephone

State of Rhode Island
Department of Corrections
Management Information Systems

USER REQUEST FORM

NAME: _____ **DATE:** _____ **TELEPHONE:** _____

UNIT: _____ **BUILDING/LOCATION:** _____

SERVICES REQUESTED:

☐ *NEW* **WINDOWS LOG ON (State Confidentiality Agreement need to be signed)**

☐ **INTERNAL EMAIL (Electronic Mail and Internet User Ack. Form)**

☐ **EXTERNAL EMAIL (IT Service Request Form)**

☐ **INTERNET ACCESS (This is included in the Electronic Mail and Internet User Ack. Form)**

****Please justify need for external Email and Internet services below**

☐ **CRHI formerly BCI (Ag Conf Agreement)**

☐ **RILETS (Rules of Behavior and Rilets Agreement)**

☐ **INFACTS** (Same access as current user: ☐ **TPCDS** (TPCDS Ack. Form)

☐ **COURT PORTAL** (Data Sub Agreement Court Portal) ☐ Othe

Supervisor Signature

Please fill out form and attachment (if required) for request. Send to the Enterprise Service Desk at ent.servicedesk@ri.gov. If you have any questions, please call 462-3910.

Thank you.