CONFIDENTIALITY AGREEMENT

I understand that in the course of my employment, consultation, contractor or subcontractor relationship, internship, externship, or other academic or pre-professional engagement (any of which is defined as "employment" for the purposes of this Confidentiality Agreement (this "Agreement")) with the Rhode Island Department of Health ("RIDOH"), I may receive, have access to, or be exposed to certain documents, records, and other information (including electronically stored information), that are confidential, privileged, sensitive, proprietary, or otherwise protected from disclosure, including, but not limited to: Protected Health Information (as such term is defined by the Health Insurance Portability and Accountability Act, as amended, and the regulations promulgated thereunder, collectively "HIPAA"); personnel information; records sufficient to identify an applicant for, or recipient of, government benefits; preliminary drafts, notes, impressions, memoranda, working papers, and work product of State employees; passwords for State email addresses (includes permanent, temporary, or seasonal employees (regardless of classification)) and for non-State email addresses whose use may allow the user to access the State data referenced hereby; passwords for software owned or leased by the State; codes that grant access to buildings, doors, or other locations owned or leased by the State; any other records, reports, opinions, information, and statements permitted or required to be kept confidential by State or Federal law, regulation, or rule of court, including but not limited to the Access to Public Records Act (R. I. Gen. Laws Chapter 38-2), the Confidentiality of Health Care Information Act (R. I. Gen. Laws Chapter 5-37.3), the Identity Theft Protection Act of 2015 (R. I. Gen. Laws Chapter 11-49.3), or the Mental Health Law (R. I. Gen. Laws Chapter 40.1-5) (collectively, "Confidential Information").

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, I, the undersigned, agree as follows:

1. I will protect the confidentiality of any Confidential Information that I view, receive, or am exposed to during my employment. If it is unclear to me whether certain material is defined above as Confidential Information, I will submit such material to my immediate supervisor for assessment who may, in turn, seek the advice of his or her supervisor or Legal Services.
2. I will not disclose Confidential Information to any unauthorized person(s), and will consult my immediate supervisor prior to disclosure, if I have any question concerning the authority to disclose Confidential Information.
3. If I disclose Confidential Information to one or more authorized person(s), I will notify each person to whom disclosure is made that such disclosure is made in confidence and that the contents of the disclosure must be kept private to the extent permissible by law. I will not remove Confidential Information from RIDOH premises (as defined in Paragraph 9 below) without prior authorization. This prohibition applies equally to any mode of Confidential Information, whether digital or hard copy, original, printed, or otherwise reproduced. Ensure proper safeguard for PHI paper documents disposal through shredding, burning, pulping, or pulverizing the document. The PHI needs to be rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed. This includes handwritten notes on pieces of paper.
4. As soon as I am aware that a breach, suspected breach, or attempted breach of Confidential Information has taken place, I will report the matter to my immediate supervisor and RIDOH Legal Services on the fourth floor in suite 404.
5. As of the time my employment ends or upon request, I will return all Confidential Information and all state-issued electronic devices in my possession, custody, or control to the proper State official(s).
6. I will not use Confidential Information for personal purposes or benefit.
7. I will only use Confidential Information for the purpose(s) requested of me by my RIDOH point of contact. If I am interested in using Confidential Information for any other purpose(s), I will follow the RIDOH data request process, which may include a data request form, an IRB application, and/or a data use agreement (or documents with similar provisions).
8. I will access Confidential Information only while on RIDOH premises and will not remove any Confidential Information from RIDOH premises. For the purposes of this Agreement, "RIDOH premises" includes real property owned, rented, licensed, or otherwise under the direction of RIDOH and any location where I am

authorized to access Confidential Information virtually, such as my use of computers and other electronic devices issued by or on behalf of RIDOH, or in accordance with any policies or procedures pertinent to my use of technological work tools.

9. If I (i) represent an entity that contracts with RIDOH, (ii) have more than one employee or subcontractor (total) who may be deployed for the contracted project, and (iii) was asked by RIDOH to execute and return this Agreement on behalf of the entity, then I certify that I have also secured and delivered to RIDOH executed copies of this Agreement from all such employees or subcontractors.

I certify by signing below that (i) I have read, understand, and agree to abide by all the terms and conditions of this Agreement during **and after** my employment, (ii) I am entering this Agreement voluntarily as of the date written below, and **(iii) I have been provided with a copy of this Agreement.**

I acknowledge that my failure to abide by all the terms and conditions of this Agreement may result in negative consequences to me, including but not limited to (1) discipline (including termination), (2) criminal prosecution, which may result in a fine, imprisonment, or both, and/or (3) civil penalties.

_____	_____
Signature	Date
_____	_____
Print Name	Phone Number / Email Address