



**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC HEALTH**

Pledge of Confidentiality

**Agreement for the Use of Confidential Information
Department of Public Health**

I, the undersigned, understand that in the course of my work for _____, (name or organization) relating to a contract with the Massachusetts Department of Public Health (MDPH), I may have access to confidential information--including personal data about individuals or security information--either provided by MDPH or created on its behalf. This information may be contained in paper forms, computerized data bases or other media.

I understand that access to this confidential information is provided for the sole purpose of the work covered by the MDPH contract. I understand that this confidential information is protected from unauthorized disclosure under state law and that its use for this contract is limited by law and MDPH Confidentiality Policy and Procedures.

I recognize that the unauthorized use or disclosure of any confidential information may cause serious harm to individuals and damage to the mission of the Massachusetts Department of Public Health. Such unauthorized use is inconsistent with the terms of the contract, is against the ethical standards of my profession, may be a violation of state and/or federal law, and may be sufficient cause for MDPH to terminate this contract, bar future participation in MDPH contracts or take other legal action.

In order to preserve the confidentiality of the MDPH confidential information and the integrity of the data systems to which I have access, I acknowledge and agree that:

DATA USER INITIALS BELOW:

1. _____ Regardless of how obtained, I will respect the confidentiality of all MDPH confidential information to which I have access. I will not disclose any confidential information unless authorized to under the contract with the MDPH and I will not attempt to access confidential information to which I am not entitled.
2. _____ I will conduct any related activities, including but not limited to: analysis, discussion with others authorized to access this confidential information, and report writing performed with computerized data/information or paper

form resources, in accordance with all applicable policies and procedures and best practices.

3. _____ I will ensure the physical security of all MDPH confidential data when I leave my work area unattended through the use of locked files, locked workstations, locked offices, and similar methods. This applies to the security of medical records, case review forms, computerized printouts, computer diskettes and other materials relevant to my project duties.
4. _____ Any passwords and/or identification codes assigned to me for access to computers containing MDPH confidential information are intended for my professional project-related use only. I understand that I will be accountable for all data, reports, and other activities performed under my assigned passwords and identification codes. I will not disclose my passwords/ID codes to others and will be responsible for assuring that any employees that I supervise are assigned their own passwords/codes.
5. _____ I will report to my supervisor or the MDPH contact any misuse of computing resources or MDPH confidential information, or anything which leads me to suspect that the security of my own passwords has been compromised.
6. _____ I will report to my supervisor, or if I am the supervisor, to the MDPH contact, any inappropriate disclosure of confidential information provided by MDPH or created by this contract.
7. _____ I will not discuss MDPH confidential information except in the performance of contract-related duties and only if authorized.
8. _____ I will not remove any MDPH confidential information from the work place unless explicitly authorized by MDPH and my supervisor.
9. _____ I will not place confidential information on a laptop or transmit the information electronically unless explicitly authorized by MDPH and my supervisor and shall be responsible for following all relevant standards if approved to use a laptop or transmit confidential information.
10. _____ I understand that infringement of these rules could result in the denial of future authorization of access to MDPH confidential information.
11. _____ I understand that all confidential information provided by or created on behalf of MDPH are owned by the MDPH and no findings derived from the data provided or created pursuant to this contract may be published or publicly released without prior submission and written approval by MDPH.

I have read the Confidentiality Agreement that is part of the contract with the Massachusetts Department of Public Health and I agree to abide by the conditions therein.

Confidential Information User's Signature

Date

Confidential Information User's name (printed or typed)

Vendor