

Illinois
Department of Human Services

Certificate of Understanding and Confidentiality Agreement

IGA/DSA # _____

I understand that all information and data received from the Illinois Department of Human Services (IDHS) under the IGA/DSA listed above is confidential and must be protected from unauthorized use and disclosure.

I understand and agree that all such information or data (oral, visual or written, including both paper and electronic) which I see or to which I have access may not be released, copied or disclosed, in whole or in part, unless authorized by IDHS.

When I no longer require access to confidential information, whether because of termination of employment, reassignment of duties or otherwise, I agree that I will not access or attempt to access any IDHS confidential information, or any confidential information in IDHS systems or other sources to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, and other confidential information or data developed, received, compiled by or delivered to me in order to carry out functions under the contract or subcontract, regardless of the source of the confidential information or data.

I understand that the law forbids releasing or disclosing such confidential information, in whole or part. I further understand that if I am unsure as to what information is confidential, I will immediately and prior to any such disclosure consult with IDHS or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the confidential information. I understand that my access to the confidential data may be revoked at any time for any other reason at the discretion and direction of IDHS or my supervisor.

I will comply with all applicable Federal and State laws and regulations and with all applicable policies and procedures as set by the State of Illinois, including, but not limited to, the Illinois Public Aid Code (305 ILCS 5/1 *et seq.*), the Health Insurance Portability and Accountability Act (45 CFR Parts 160, 162, and 164), IRS Code (26 U.S.C. 1 *et seq.*), and other applicable state and federal laws.

I will promptly report to my supervisor or IDHS Information Security and Audit Compliance Bureau any activities by any individual or entity that I suspect may compromise the availability, integrity, security or privacy of the confidential information. I will immediately notify my supervisor of any request for confidential information or data received from an individual or entity not authorized to receive the data under the IGA/DSA listed above.

I agree not to attach or load any additional hardware or software to or into IDHS equipment/applications unless authorized to do so. I will use only my access rights to, and will access only those systems, directories, confidential information or data authorized for my use by IDHS.

I agree to store confidential information received in secure, locked containers or, where data is stored on a computer or other electronic media, in accordance with IDHS' computer security policy that protects confidential information from unauthorized disclosure.

I understand and agree that the terms of this Confidentiality Agreement shall continue even when I am no longer employed by the agency which is covered by the IGA/DSA indicated above, and that I will abide by the terms of this Confidentiality Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, monetary penalties and criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of Illinois, unless otherwise required by the Federal Supremacy Clause.

Signature

Date

Name (Printed)