

## **Confidentiality Statement (Vendor)**

**Please read this statement carefully. Be sure to ask DOHMH personnel for clarification about anything you don't understand, before signing this Agreement. Refusal to sign this Agreement will result in immediate denial of access to Department of Health and Mental Hygiene records and could result in the termination of a contract.**

**Everyone who has access to Department medical and personal records is required by law to safeguard the confidentiality of personal health and other information contained in these records (the "Confidential Information"). Unauthorized disclosure of Confidential Information is a violation of New York City Health Code Section 11.11 9d) and state law, subject to civil and/or criminal prosecution, penalties, forfeitures and legal action. See Section 558(e) of the City Charter and Section 3.11 of the New York City Health Code. Former employees of the Contractor, too, must continue to comply with confidentiality requirements after leaving employment with the Contractor.**

**The Citywide Immunization Registry (CIR) will provide EHR Vendors with data from CIR and/or Master Child Index (MCI), in any fields, format or media as may be pertinent to the work required under a procurement contract in accordance with the following terms and conditions:**

1. EHR vendors acknowledge that they and their employees and agents, including subcontractors, have been provided with access to Department of Health and Mental Hygiene information that must be held in the strictest confidence, and agree that they shall continue to hold these data in the strictest confidence, except as provided herein.
2. EHR Vendors shall request data and fields as needed, accompanied by a summary statement of the reason or basis for the request.
3. Each EHR Vendor agrees that no agent, employee, Vendor, subcontractor or other individual to whom she or he provides information obtained from the Department shall attempt to contact any person who is the subject of any DOHMH report or record.
4. Each EHR Vendor agrees that none of his or her agents, employees, subcontractors or any other individuals to whom information obtained from Department records is provided shall at any time disclose the contents of ANY record, report or other data provided by DOHMH, including, but not limited to, personal identifying information of any individual in the CIR database.
5. Each EHR Vendor agrees that, upon completion of the work required pursuant to the procurement, either return to DOHMH all data provided by DOHMH which the vendor has either not loaded onto DOHMH servers or previously returned to DOHMH, or document to the satisfaction of DOHMH that data not loaded onto DOHMH servers have been destroyed.
6. Each EHR Vendor acknowledges that all data given by DOHMH shall remain the property of DOHMH.
7. Neither the EHR Vendors nor any of their agents, employees, or subcontractors shall compile any aggregate data or statistics from the CIR and/or MCI databases, nor publish any reports, based upon, or which are the results or analyses of, DOHMH data or records, in any medium of communication, or repackage any identifiable DOHMH data for offer or sale to or use by any other prospective purchaser, except as expressly authorized in writing by DOHMH.
8. In the event that any EHR Vendor is authorized to use DOHMH data for any publication, the Vendor agrees that such data shall only be published in the aggregate and not include any identifying information about any person, or any information which it is possible to render identifiable in combination with any other data sets or data bases.
9. The terms of this or any other agreement between the EHR Vendor and any entity requiring the Vendors to maintain the confidentiality of DOHMH data shall survive the expiration of the procurement and the completion of the project.
10. The EHR Vendors shall provide each of their agents, employees, Vendors or subcontractors having access to DOHMH data with a copy of this agreement and require that each such person or entity understand and individually agree to comply with all applicable terms and conditions.

### **AGREEMENT**

\_\_\_\_\_ has read and understand the above statement. \_\_\_\_\_ agrees to keep strictly confidential all confidential information received from the records of the Department of Health and Mental Hygiene. \_\_\_\_\_ understands fully the consequences if confidential information is disclosed without proper authorization. \_\_\_\_\_ discussed, and will continue to discuss, with DOHMH personnel any questions about what is confidential or to whom confidential information may be revealed.

DATED: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**FAX completed form to: (347) 396-2559**