

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Raul Pino, M.D., M.P.H.
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

CT WiZ CONFIDENTIALITY AGREEMENT

WHEREAS, the Recipient entity identified below desires to obtain, within the scope of its authority, certain confidential information from the State of Connecticut Department of Public Health (the “Department”) under the terms hereof; and

WHEREAS, Department wants to provide Recipient entity with such information under the terms hereof so that Recipient entity can properly exercise its duties and obligations under, among other laws, Chapter 368e of the General Statutes.

NOW, THEREFORE, in consideration hereof and for other good and valuable consideration the parties agree as follows:

I. **Definitions:**

- a. “Authorized person” is a Recipient employee that Recipient Entity’s point-of-contact has identified to the Department’s point-of-contact, in accordance with Section IV.c, as a person who is approved to access confidential information for the purpose specified below and anyone who receives confidential information in accordance with Section VI.c and d.
- b. “Confidential information” means an individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation or personally identifiable information to the extent such information is obtained from or through the Department. It also includes “identifiable health data” as defined in Conn. Agencies Regs. § 19a-25-1(7) and “health information,” as defined in 45 C.F.R. § 160.103.

Confidential information also includes any information that the Department identifies as confidential to Recipient.

Except as otherwise provided herein, confidential information does not include information that may be lawfully obtained from publicly available sources or from federal, state or local government records that are lawfully made available to the general public;

- c. “Confidential information breach” means an instance where an unauthorized person or entity accesses confidential information that is subject to or otherwise used in conjunction with any part of this Agreement in any manner, including, but not limited to, the following occurrences: (A) Any confidential information that is not encrypted or secured by any other method or technology that renders the personal information unreadable or unusable is misplaced, lost, stolen or subject to unauthorized access; (B) one or more third parties have accessed, or taken control or possession of, without prior written authorization from the state, (i) any confidential information that is not encrypted or protected, or (ii) any encrypted or protected confidential information together with the confidential process or key that is capable of compromising the integrity of the confidential information; or (C) there is a substantial risk of identity theft or fraud of the Department client, the Recipient, Department or the state.
- d. “Department” means the State of Connecticut Department of Public Health, including its Commissioner and employees.
- e. “Party” means Recipient entity or the Department, as appropriate given the context. Parties means the Recipient entity and the Department.
- f. “Point of contact” means the person identified below who shall act as the liaison for the respective party.

Program: Immunization Section

For the Department:

Kathy Kudish, Immunization Program Manager, HelpDesk.DPH@ct.gov

For Recipient Entity:

(Clinic Director or Equivalent, Clinic Name, Contact Information)

- g. “Portable devices” are any non-fixed equipment containing an operating system that may be used to create, access or store data including, but not limited to personal



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computers, home-based computers, laptops, notebook computers, stand-alone computers, personal digital assistants (PDAs) and smart phones.

- h. “Purpose” is for compliance with the Connecticut Immunization Registry requirements under Conn. Agencies Regs §§ 19a-7h-1 through 19a-7h-5, as periodically amended.
- i. “Recipient” means an individual, business or other entity including, without limitation, a recipient employee or recipient entity, which receives confidential information from the Department under this Agreement.
- j. “Recipient employee” is an employee, agent, subcontractor or other person who acts by or through Recipient entity to obtain, access, use, store or disclose confidential information.
- k. “Recipient entity” is the company, local health department, local health district or other legal entity that is the signatory to this Agreement.
- l. “Removable media” includes, but is not limited to compact disks (CDs), digital video disks (DVDs,), MP3 players, external and removable hard drives, flash cards, flash drives (e.g., USB drives, thumb drives, etc.) and all other removable memory devices of any kind.

II. **Term and Termination:**

- a. This Agreement shall be effective from the last date signed below, and shall terminate on February 1 2021, unless terminated sooner as permitted hereunder.
- b. Either Party can terminate this Agreement without cause by providing written notice of such intention to the other party with thirty (30) days advance notice.
- c. The Department may immediately terminate this Agreement if Recipient entity or any Recipient breaches any provision of this Agreement.
- d. The confidential information obligations under this Agreement and Recipient’s duty to protect confidential information and maintain it in confidence shall survive the termination of this Agreement for any reason until all of obligations in section X, Data Destruction, have been satisfied.

III. **Recipient General Requirements:** A Recipient shall:

- a. Only obtain, access, use, store and disclose confidential information for the purpose, as defined above, and as expressly permitted by this Agreement;



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- b. Not copy, reproduce or transmit confidential information except as permitted by this Agreement and as necessary for the purpose, as defined above; and
- c. Not permit an unauthorized person to access confidential information.

IV. **Recipient Entity General Requirements:** Recipient entity shall:

- a. Ensure that any authorized person accessing confidential information is properly trained and instructed regarding the requirements of this Agreement before such person accesses such information;
- b. Ensure that any authorized employee accessing confidential information complies with the requirements of this Agreement;
- c. Submit a written request to the Department's point of contact identifying the name of any proposed authorized person that Recipient entity desires to become an authorized person. Such written request shall fully identify the person, his or her title, the purpose for which the person needs access and the scope of the requested access;
- d. Immediately (within one business day) send the Department's point of contact notice that a person is no longer an authorized person upon (1) the authorized person's separation or prospective separation from Recipient entity; (2) learning that the authorized person has or may have violated any provision of this Agreement; (3) the authorized person's lack of need for the access for the previously specified purpose; or (4) Recipient entity's desire for any reason to remove the person from the authorized person list; and
- e. Ensure that all Recipients comply the requirements of this Agreement.

V. **Compliance with Applicable Statutes:** Recipient shall comply with the requirements of all applicable statutes and regulations, including, without limitation, Conn. Gen. Stat. §§ 19a-25, 19a-215 and Conn. Agencies Regs. § 19a-25-1 et seq.

VI. **Policy Requirements:** Recipient entity shall, at its own expense:

- a. Establish and maintain effective administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent a confidential information breach;



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- b.** Implement and maintain a comprehensive data-security program for the protection of confidential information. The safeguards contained in such program shall be consistent with and comply with the safeguards for the protection of confidential information as set forth in all applicable federal and state law and written policies of the state contained in the agreement. Such data-security program shall include, but not be limited to (1) a security policy for Recipient employees related to the storage, access and transportation of data containing confidential information; (2) reasonable restrictions on access to records containing confidential information, including the area where such records are kept and secure passwords for electronically stored records; (3) a process for reviewing policies and security measures at least annually; and (4) an active and ongoing employee security awareness program that is mandatory for all employees who may have access to confidential information provided by Department that, at a minimum, advises such employees of the confidentiality of the information, the safeguards required to protect the information and any applicable civil and criminal penalties for noncompliance pursuant to state and federal law;
- c.** Limit access to confidential information to Recipient's authorized people and its employees and agents, as necessary for the purpose of this Agreement.
- d.** Ensure that confidential information that is included in the CT WiZ immunization information system is not disclosed in any manner, except to the following:

 - i. The respective patient's health care provider;
 - ii. The Director of Health of the health department or district that serves the town in which the patient resides and any of said health department or district's outreach staff;
 - iii. Staff duly designated by the Director of Health to track children late for immunizations;
 - iv. The individual patient him/herself

 - v. The patient's parents (unless the parent's rights have been terminated pursuant to a court order) or legal guardian, if the patient is a minor;
 - vi. A child's school nurse; and
 - vii. Other individuals only with the written permission of the patient or the minor patient's parent or legal guardian.
- e.** Maintain all electronic confidential information obtained under this Agreement (1) in a secure server; (2) on secure drives; (3) behind firewall protections and monitored by intrusion detection software; (4) in a manner where access is restricted to authorized employees and their authorized agents; and (5) as otherwise required under state and federal law;
- f.** Implement, maintain and update security and breach investigation procedures that are appropriate given the nature of the information disclosed and that are reasonably



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designed to protect the confidential information from unauthorized access, use, modification, disclosure, manipulation or destruction; and

- g. Implement written policies and procedures that ensure compliance with the provisions of this Agreement and provide the Department with a copy of such policies and procedures upon the execution of this Agreement, upon the amendment of any such policies and procedures and upon the Department's request.

VII. **Additional Security Requirements:** No Recipient shall download, store or otherwise place confidential information on a portable device or removable media without using password protection and encryption methods that comply with Department approved standards, as defined herein, which standards Department, in its sole discretion, may periodically amend. Such encryption methods must be FIPS-140 compliant and include Advanced Encryption Algorithm (AES) that use a minimum of 128-bit key size.

VIII. **Breach Notification:** Recipient entity shall:

- a. Notify the Department's point of contact and the Attorney General as soon as practical, but in no case later than twenty-four (24) hours after a Recipient becomes aware of or has reason to believe that any confidential information that Recipient possesses, controls or obtained under this Agreement has been subject to a confidential information breach;
- b. Immediately cease all use of the data provided by Department or developed internally by Recipient based on information obtained under this Agreement if so directed by Department;
- c. Within seven (7) business days, submit to the office of the Attorney General and Department (1) a report detailing the breach or suspected breach, including a plan to mitigate the effects of any breach and specifying the steps taken to ensure future breaches do not occur; or (2) a report detailing why, upon further investigation, the Recipient believes no breach has occurred. For purposes of Conn. Gen. Stat. § 1-210(b)(5)(B), such report shall be deemed to have been given in "confidence" and required by this Agreement rather than any statute;
- d. If a Confidential information breach occurs, Recipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, Department and the Connecticut Office of the Attorney General for review and approval. Such credit monitoring or protection plan shall be made available by Recipient at its own cost and expense to all individuals affected by the confidential information breach. Such credit monitoring or protection plan shall include, without limitation, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Conn. Gen. Stat. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with



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this Section and shall cover a length of time commensurate with the circumstances of the confidential information breach. Recipient's costs and expenses for the credit monitoring and protection plan shall not be recoverable from Department, any State of Connecticut entity or any affected individuals;

- e. Recipient shall incorporate the requirements of this Agreement in all subcontracts to require each subcontractor to safeguard confidential information in the same manner as provided for in this Agreement; and
- f. Nothing in this section shall supersede in any manner Recipient's or its subcontractor's obligations under the Health Insurance Portability and Accountability Act (HIPAA).

IX. **Materials containing confidential information:** All materials containing confidential information of any type, including, but not limited to those containing copies, modifications or additions to the original data containing confidential information obtained under this Agreement are subject to the provisions of this Agreement in the same manner as the original data containing confidential information obtained under this Agreement.

X. **Data Destruction:**

- a. Within thirty (30) calendar days of completing the purpose, terminating this Agreement or receiving written notice from the Department requesting such destruction, whichever is earlier, Recipient entity shall destroy all materials containing confidential information obtained under this Agreement.
- b. For paper materials, Recipient entity shall shred, burn, pulp or pulverize all paper records so that confidential information obtained under this Agreement is rendered unreadable, indecipherable and otherwise cannot be recompiled.
- c. For electronic or digital materials, Recipient entity shall clear (using software or hardware products to overwrite media with non-sensitive data), purge (degaussing or exposing the media to a strong magnetic field in order to disrupt the recorded magnetic domains) or destroy the media (disintegration, pulverization, melting, incinerating, or shredding) containing electronic confidential information in a manner that complies with the National Institute of Standards and Technology (NIST) Special Publication 800-81, as periodically revised.
- d. Within five (5) calendar days of destroying the data, Recipient entity shall submit to the Department point of contact a written statement certifying that Recipient entity has destroyed all the materials containing confidential information in accordance with this section.



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- XI. **Relationships:** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- XII. **Severability:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- XIII. **Entire Agreement:**
- a. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings.
 - b. This Agreement may not be amended except in a writing signed by both parties.
 - c. . Either party may amend its point of contact by sending the other party written notice thereof.
- XIV. **Waiver:** The Department’s failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- XV. **Choice of Law and Choice of Forum:** Recipient entity shall be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this Agreement shall be construed and interpreted in accordance with Connecticut law.
- XVI. **Settlement of Disputes:** Any dispute concerning the interpretation or application of this Agreement shall be decided by the Department’s Commissioner or the Commissioner’s designee whose decision shall be final. In appealing a dispute to the Commissioner pursuant to this provision, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final resolution of a dispute, the Recipient shall abide by the terms of the Agreement.
- XVII. **Right to Equitable Relief:** Any unauthorized use of confidential information by Recipient will cause the Department irreparable harm for which its remedies at law would be inadequate. Therefore, in addition to any other rights it may have at law, the Department shall be entitled to seek and obtain equitable relief in any court of competent jurisdiction.
- XVIII. **Binding effect:** This Agreement is binding on Recipient entity and its employees, agents, representatives, successors and assigns.

The Undersigned represents that he or she is duly authorized by the Recipient entity to enter into this Agreement on behalf of the Recipient entity.



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THE STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Janet M. Brancifort, MPH, Deputy Commissioner

Date

RECIPIENT ENTITY

Printed Name of Recipient Entity

(Clinic name)

By:

Printed Name

(Clinic Director or Equivalent)

Title

Signature

(Clinic Director or Equivalent)

Date

Type of Facility:

____ Private Practice (Individual or Group)

____ Federally Qualified Health Center (FQHC)

____ Hospital Clinic

____ Other (please specify) _____

____ Local Health Department/District

____ School Based Health Center (SBHC)

____ School Nurse

*DPH: Each pediatric health care provider and local director of health must sign this confidentiality agreement every two years.
Date to be renewed: 02/01/2021*



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