



DEPARTMENT OF CHILDREN AND FAMILIES

CONFIDENTIALITY STATEMENT AND ETHICS AGREEMENT

Note: For Organizations: Each employee who will have access to clients or client records will sign the confidentiality agreement. It is to be kept by the agency so that DCF and or the Judicial Branch can verify if needed. The Ethics Agreement is to be signed by the Executive Director of the agency and returned to ABH®. Solo Providers are to complete both forms and submit to ABH®.

I. CONFIDENTIALITY STATEMENT:

I, _____, understand that I am being granted access to confidential information that is the property of the adult client or the parent or legal guardian of the minor client which may include the State of Connecticut Department of Children and Families (“DCF”) and/or the Connecticut Judicial Branch. I am a/an:

- consultant
- employee of the following DCF or Judicial Branch service provider

- other authorized user _____

By signing this document, I understand and agree as follows:

1. In the course of providing services to and/or performing my duties I may have access to hard copy and/or electronic confidential DCF, Judicial Branch or family case information. “Confidential information” includes, but is not limited to, client names, client contact information, juvenile court history, documents received from third parties regarding clients’ cases, and all details of clients’ cases whether received in oral, documentary or electronic form.
2. I will not solicit confidential information from any source beyond what is necessary to perform my duties.

3. I will not discuss confidential information in any setting or forum except when performing tasks directly related to my duties.
4. I will not discuss confidential information with any person who is not employed by the referring agency, unless specifically authorized to do so for purposes of performing my duties.
5. I will only discuss confidential information with authorized persons in an area where privacy can be ensured. For example, confidential information will not be discussed in public or semipublic areas including hallways, waiting rooms, elevators and restaurants.
6. I will not distribute confidential information in any written or documentary or electronic format to anyone unless specifically authorized to do so, as appropriate, for purposes of performing my duties. This specifically includes, but is not limited to, use of DCF, family case information, or Judicial Branch information in a research project or written publication.
7. If I recognize the name of an adult or child client with whom I have a personal or business relationship not connected with my duties, I will immediately notify the referral agent and will not read additional information or access the case further without written approval.
8. I will not remove any confidential information, either physically or electronically, from workspace operated by the Department of Children and Families, the Judicial Branch, or any provider, unless expressly authorized in writing.
9. I will return all confidential information in my possession upon the completion of my duties, and I will not keep any copies of any information, in any format, to which I have gained access.
10. I understand that Connecticut General Statutes §17a-28 addresses the confidentiality of DCF case records and states, in part:

“...The information contained in reports and any information relative to child abuse, wherever located, shall be confidential...”

“...Any violation of this section...shall be punishable by a fine of not more than one thousand dollars or imprisonment for not more than one year.”

11. I understand that I may be subject to the above-cited criminal penalty if I illegally disclose confidential information.

12. I understand that I may also be subject to a civil lawsuit if I illegally disclose confidential information.

13. I understand that if I am sued for a willful or negligent breach of confidentiality, DCF or Judicial Branch shall not be responsible for any costs or damages associated with said suit.

14. For DCF and CSSD families, I understand that my access privileges to confidential information will expire twelve (12) months from the date I sign this Agreement unless an authorized DCF Manager requests that my access privileges be renewed for another twelve (12) months. If my access is renewed, the provisions of this Agreement will remain in full force and effect even if I am not asked to sign a new Confidentiality Agreement.

15. I understand that even after my access privileges expire, and even after I am no longer providing services, the provisions of this Confidentiality Agreement remain in full force and effect indefinitely, including my potential civil and criminal liability for breach of confidentiality.

[Signature of person being granted access]

[Print name of person being granted access]

Date

Witness



II. ETHICS AGREEMENT:

I _____ have reviewed the Guide to the Code of Ethics For Current or Potential State Contractors which can be found at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

I agree to comply with those provisions of the Guide that apply to my relationship with DCF and the Judicial Branch.

[Signature of person serving as a DCF or Judicial Branch vendor or contractor]

[Print name of person serving as a DCF or Judicial Branch vendor or contractor]

Date

Witness