

APPENDIX D

NEW YORK STATE WORKERS' COMPENSATION BOARD CONFIDENTIALITY AGREEMENT FOR VENDORS

The undersigned Vendor, its officers, agents and employees, shall treat all workers' compensation documents and information, with particular emphasis on information relating to claimants, their employers, and their insurance carriers, which is obtained from the New York State Workers' Compensation Board ("Board"), as confidential information to the extent required by the laws of the State of New York and the United States and any regulations promulgated thereunder. Unauthorized disclosure of personal, confidential, and/or medical information may result in civil and/or criminal penalties under New York State and Federal laws.

All individually identifiable information relating to any claimant, employer, or insurance carrier shall be held confidential and shall not be disclosed by the Vendor, its officers, agents and employees without the prior written approval of the Executive Director of the Workers' Compensation Board or a designee.

The use of information obtained by the Vendor in the performance of its duties to the Workers' Compensation Board shall be limited to purposes directly connected with such duties.

The Vendor agrees that its officers, agents and employees shall not disclose, show or otherwise make available any portion of the materials or their contents to any one other than its officers agents and employees in connection with the performance of its duties to the Workers' Compensation Board. The Vendor agrees to require each employee to sign the attached Vendor Employee Agreement and to maintain such agreement for at least three years after the employee's service with the Vendor is terminated.

The Vendor shall advise the Board of all requests made to the Vendor for information described in this Agreement within twenty-four (24) hours of such request.

VENDOR SIGNATURE

_____ Date _____

Print Name _____

Title _____

Company _____

Address _____

City _____

Telephone _____

Federal ID Number _____

VENDOR EMPLOYEE
CONFIDENTIALITY AGREEMENT
AND
CERTIFICATE OF NONDISCLOSURE

New York State Workers' Compensation Board

Vendor Name: _____

Vendor Employee Name: _____

It has been explained to me that in the course of my assigned job duties, I will have access to personal, confidential, or other information regarding persons who have filed claims with the Workers' Compensation Board (Board) and/or employees of the Board.

I have been advised that Workers' Compensation Law (WCL) §110-a prohibits any oral description of any Board record as well as the dissemination, release, disclosure, duplication, or publication of Board claim files except in certain limited situations as set forth therein. Pursuant to WCL §110-a(5), any person found in violation of this statute may be subject to criminal and/or civil prosecution, and such violation may form the basis of disciplinary action up to and including termination.

Therefore, I hereby agree that I will not describe, disseminate, release, disclose, duplicate or publish personal, confidential, or other information contained in Board files, records, or documents, either orally or in writing, and will use the information contained therein only in furtherance of my assigned job duties. I understand that said unauthorized use of any personal, confidential or other information shall be considered a violation of this Agreement.

Signature: _____

Date: _____