

OFFICE CONFIDENTIALITY AGREEMENT FOR LICENSED CONSTABLES AND SHERIFFS

Nantucket Sheriff (the "licensed Constable or Sheriff's Office") hereby acknowledges that, in the performance of its duties as a server of process under a Compliance Agreement with the Massachusetts Department of Revenue's Child Support Enforcement Division ("DOR"), the licensed Constable or Sheriff's Office, and its Employees, agents, or associates serving civil process or completing invoices in a case filed by DOR may have access to DOR's confidential information. For the purpose of this Agreement, the term "DOR Information" means any personally identifiable information the licensed Constable or Sheriff's Office receives from DOR or collects on behalf of DOR, including, without limitation, state and federal tax information, health insurance coverage information, wage reporting information, financial institution match information, 14-day new hire information, state and federal child support information, Federal Parent Locator Service information, Registry of Motor Vehicles information, unemployment insurance compensation information, information received from Commonwealth entities, and other states and entities, as well as "personal data" as defined in G.L. c. 66A and "personal information" as defined in M.G.L. c. 93H.

The term Employees for the purpose of this Agreement includes an independent contractor or consultant, and all full and part-time employees, volunteers, trainees, interns, members, directors, officers, principals, partners, or agents of the licensed Constable or Sheriff's Office, or other person under its control or on its premises.

A. REQUIREMENTS

In performance of the Compliance Agreement the Licensed Constable or Sheriff's Office agree(s) to comply with and assume responsibility for compliance by its Employees with the following requirements.

- 1) All services will be performed under the supervision of authorized Employees (defined as an Employee that has a legitimate business reason to access the DOR Information under the Compliance Agreement).
- 2) All DOR Information made available in any format shall be used only for the purpose of carrying out the provisions of the Compliance Agreement. This DOR Information will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of services under the Compliance Agreement. The Licensed Constable or Sheriff's Office shall protect the confidentiality of the DOR Information in accordance with DOR requirements by agreeing to take commercially reasonable steps to ensure the confidentiality of the DOR Information. "Browsing" (defined as an unauthorized willful inspection) by or disclosure to anyone other than an authorized Employee is prohibited.
- 3) The Licensed Constable or Sheriff's Office shall abide by all applicable statutes and regulations that prohibit the unauthorized use, disclosure or browsing (defined as having not legitimate business reason to use, disclose or browse) of the DOR Information. Employees and other persons under the Licensed Constable or Sheriff's Office's control or on its premises who may have access to the DOR Information shall be required to agree that they will also abide by such statutes and regulations. In this regard, the Licensed Constable or Sheriff's Office agrees to take commercially reasonable steps to prohibit Employees or other persons under the Licensed Constable or Sheriff's Office's control or on its premises from unlawfully using, disclosing, or browsing the DOR Information.
- 4) No services involving the DOR Information will be subcontracted without DOR's prior written approval. The Licensed Constable or Sheriff's Office will be responsible for its authorized subcontractor's compliance with applicable statutes, regulations, and DOR requirements.
- 5) The Licensed Constable or Sheriff's Office will maintain an up-to-date list of Employees authorized to access the DOR Information. The Licensed Constable or Sheriff's Office will provide such list to DOR upon request.
- 6) The Licensed Constable or Sheriff's Office agrees that during the term of the Compliance Agreement that it will comply with the notification requirements of M.G.L. c. 93H (Security Breaches) and the regulations promulgated thereunder, Executive Order 504, 201 CMR 17.00 and any subsequent related regulations or amendments.
- 7) DOR shall have the right to send its officers and employees into the offices and facilities of the Licensed Constable or Sheriff's Office to inspect facilities and operations performing any services under the Compliance Agreement for compliance with the requirements outlined in the Compliance Agreement, and/or this Agreement. On the basis of such inspection, corrective actions may be required in cases where the Licensed Constable or Sheriff's Office is found to be noncompliant with the DOR safeguards.

- 8) The Licensed Constable or Sheriff's Office also agrees to apply all confidentiality and security provisions to the DOR Information, even beyond the expiration or termination of the Compliance Agreement.

B. ACKNOWLEDGEMENTS AND SIGNATURES

By signing this Agreement, the Licensed Constable or Sheriff's Office affirms that all Employees, including an Employee hired after the date of this Agreement, who will perform services under the Compliance Agreement, will have undergone background checks satisfactory to DOR in accordance with the Compliance Agreement, and will have signed the "Confidentiality Agreement for Licensed Constables and Sheriffs" before they can perform services under the Compliance Agreement and/or access the DOR Information. The Licensed Constable or Sheriff's Office will store the original signed Confidentiality Agreements, and will return copies to DOR.

The Licensed Constable or Sheriff's Office agrees to comply with and assume responsibility for compliance by its Employees with the requirements detailed in the Compliance Agreement. I agree that I will inform all Employees who may have access to the DOR Information about DOR's confidentiality statutes and regulations relating the unauthorized disclosure or use of the DOR information.

I attest that I am in a position to assume responsibility for, and ensure compliance with, this Agreement and that I am authorized to sign this Agreement on behalf of the Licensed Constable or Sheriff's Office. I am aware that a violation of this Agreement may result in the termination of the Compliance Agreement and prohibiting the Licensed Constable or Sheriff's Office from entering into any future Compliance Agreements with the Commonwealth.

Nantucket Sheriff Dept.
Name of licensed Constable or Sheriff's Office

By: James A. Perelman
Signature of Authorized Official

James A. Perelman
(Print Name)

Nantucket Sheriff
(Print Title)

11/19/19
(Date)