Data Handling Agreement for (Phlebotomy Vendor for ECLS)

This Secure Protection and Data Handling Agreement (“Data Handling Agreement”) is made and entered into by and between the New Jersey Department of Health (“DOH”), and _________________ (Vendor), (each individually a “Party”, and collectively “Parties”) on this ___ day of September 2023.

RECITALS

A. The Parties hereto entered into a certain contract award whereby Vendor agrees to perform phlebotomy, collect urine samples, take vital measurements and related sample processing in connection with a study being conducted by ECLS of the Public Health and Environmental Laboratory of the DOH, whereby Vendor will have access to, obtain, and document certain information about study participants.

B. The parties hereto wish to set forth the conditions for the protection of personally identifiable information (“PII”) that is or may be disclosed in the course of the provision of services by Vendor to DOH.

C. This Data Handling Agreement provides further specificity regarding the process and procedures for handling PII and confidential information that may be obtained by Vendor during the course of providing services under the contract award.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Recitals: The foregoing Recitals are incorporated by reference as if set forth at length herein.

2. Data Classification and Confidentiality: Data shall mean PII and other data or information which Vendor receives or otherwise has access to pursuant to its provision of services under the Agreement and shall be classified as confidential and secured as such, as set forth in the State of New Jersey Executive Branch, Statewide Information Security manual (“SISM”), effective 2/21/2021, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf.

3. Compliance with the Law for the Use and Disclosure of Confidential Information: Vendor agrees to preserve the confidentiality, integrity and accessibility of Data collected, accessed or obtained pursuant to the Agreement and shall be classified as confidential and secured as such, as set forth in the State of New Jersey Executive Branch, Statewide Information Security manual (“SISM”), effective 2/21/2021, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf.

4. Information Security, Privacy and Generally Recognized Industry Standards: Vendor agrees to ensure the security and privacy of State information systems is aligned with the administrative,
physical and technical controls and objectives, as documented in the SISM, including but not limited to secure Data storage and encryption. The SISM is derived from applicable State and federal laws; industry best practices including, but not limited to, National Institute of Standards and Technology ("NIST") Cybersecurity Framework for Improving Critical Infrastructure; NIST Special Publication 800-52, the international security and privacy practices aligned with ISO 27001 series, Center for Internet Security (CIS) Top 20 Critical Security Controls; the Cloud Security Alliance ("CSA") Cloud Controls Matrix (CCM); lessons learned; and other applicable laws and standards of the State Government of New Jersey.

5. **Security Breach Notification**: Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of any unauthorized release of Data or other event requiring notification as determined by DOH. In the event of a breach of any of Vendor’s security obligations, unauthorized release of Data, or other event requiring notification under applicable law, Vendor agrees to notify immediately upon discovery the DOH privacy officer at privacy.officer@doh.nj.gov and DOH Information Security office at iso@doh.nj.gov.

Agreed and Accepted by and on behalf of ___________________(Vendor)

__________________________________________________________
Signature Date

__________________________________________________________
Print Name & Title

Authorized by and on behalf of the New Jersey Department of Health

__________________________________________________________
Signature Date

__________________________________________________________
Print Name & Title