**Appendix C**

**DEDO16101-EMPLOY\_SVCS**

**EMPLOYMENT SERVICES PROGRAM**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is to clarify contract processing for Contract DEDO16101-EMPLOY\_SVCS (“Agreement”), between Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Vendor”), and the Delaware Economic Development Office (“DEDO”) effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The terms, words, and phrases used in this Amendment shall have the same meaning as set forth under the Agreement, unless expressly stated otherwise. If there is a direct conflict between a term of this Amendment and the terms of the Agreement with respect to the subject matter of this Amendment, the terms of this Amendment shall prevail.

WHEREAS, DEDO desires to obtain certain employment related services of an Employment Services Program.

WHEREAS, VENDOR desires to provide such software and services to DEDO on the terms set forth below;

WHEREAS, DEDO and VENDOR represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DEDO and VENDOR agree as the Agreement may be amended as follows:

Business Associate Agreement

1. This Amendment constitutes a Business Associate Agreement undertaken pursuant to the Agreement by and between the Delaware Economic Development Office by and Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Vendor”)
2. PURPOSE
   1. Provide a third party data extract to Vendor on an ad hoc basis as identified in the contract scope of work. The data contained in the files is to be used exclusively to populate the Vendor EMPLOYMENT SERVICES PROGRAM. It is not to be used for any other purpose.
3. DEFINITIONS
   1. State of Delaware Secret: Information that, if divulged, could compromise or endanger the people or assets of the State; such as Public Safety Information. Data that is specifically protected by law (e.g. HIPAA)
   2. Personally Identifiable Information (PII): Information which can be used to identify or contact a person uniquely and reliably, or can be used with other sources to uniquely identify an individual. Examples include but are not limited to full name, full social security number, full date of birth, street address, telephone number, email address, and fingerprints or other biometric data.
4. CLASSIFICATION OF DATA
   1. The data being provided under the Agreement is classified “State of Delaware Secret” in accordance with the Department of Technology and Information (“DTI”) Data Classification Policy. The combination of the data elements in the file meet the definition of Personally Identifiable Information (PII) as defined in the DTI Data Classification guideline.
5. METHOD OF DATA ACCESS AND TRANSFER
   1. [Method of delivery of data to Vendor shall be announced here]
   2. FREQUENCY OF DATA EXCHANGE

Data will be exchanged on an ad hoc basis as required to fulfill the contract needs.

1. RETENTION/LIFECYCLE OF DATA
   1. Data transmitted pursuant to this Agreement shall be retained so long as necessary to achieve its intended purpose. Vendor agrees to secure such data until such time as it may be destroyed or deleted.
2. NON-DISCLOSURE OF DATA
   1. Vendor employees or contractors shall not disclose, in whole or in part, the data described in this agreement to any individual or organization not specifically authorized by the Agreement.

* 1. Vendor is required to comply with all applicable confidentiality-related Federal, State and Local laws.
  2. Notwithstanding any other provision of this agreement, DEDO shall be considered the custodian of the data it provides to Vendor for the purposes of the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. All requests pursuant to FOIA for data subject to this agreement in the possession of Vendor must be referred to PHRST. To the extent that Vendor modifies the form or content of data disclosed by PHRST, Vendor shall be considered the custodian of such information for the purposes of the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100.

1. DATA BREACH
   1. Any breach in the security or confidentiality of the data being shared shall be reported immediately to DEDO and to the DTI Security Office.

No clause of this Amendment shall be considered a waiver of any portion of the Professional Services Agreement as executed between Vendor and the Delaware Economic Development Office.

This Agreement was drafted with the joint participation of the undersigned parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

|  |  |
| --- | --- |
|  | **DELAWARE ECONOMIC DEVELOPMENT OFFICE** |
|  |  |
|  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Witness |  |
|  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Date |
|  |  |
|  |  |
|  | **VENDOR** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name |
| Witness | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Title |