

## Agreement on Nondisclosure of Confidential Information Non-DCYF Employee

This form is for contractors, subcontractors, and other non-DCYF employees.

I understand I am not an employee of the Department of Children, Youth, and Families (DCYF). I also understand that I must sign this Agreement on Nondisclosure of Confidential Information (Non-Employee) for me to be allowed access to DCYF data and records that contain Confidential Information as defined below. Please indicate below which of the three options applies to you.

Option 1: \_\_\_ Contractor's Employee. I am employed by \_\_\_\_\_ (Contractor) who has entered into a contract with the Department of Children, Youth, and Families. The DCYF contract number is \_\_\_\_\_.

Option 2: \_\_\_ Subcontractor's Employee. I am employed by \_\_\_\_\_ (Subcontractor) who has entered into a subcontract with \_\_\_\_\_ (Contractor). The Contractor has entered into a contract with the Department of Children, Youth, and Families. The DCYF contract number is \_\_\_\_\_.

Option 3: \_\_\_ Other. I am not employed by DCYF, a DCYF contractor, or a subcontractor but will be allowed access to DCYF data and records that contain Confidential Information as defined below.

### DEFINITIONS

"Agreement" means this Agreement on Nondisclosure of Confidential Information Non-DCYF Employee. If you are a Contractor's Employee or Subcontractor's Employee the definition of "Agreement" shall also include the definition of Contract or Agreement as described in the Contract or Subcontract that is between your employer and DCYF or between your employer and the entity who is a DCYF Contractor.

"Confidential Information" means information or data that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Category 3 and Category 4 data as described in [Policy No. 141.10](#) of the Washington State Office of the Chief Information Officer, "Personal Information" as defined in [RCW 42.56.590](#), "Sensitive Personal Information" as defined in [RCW 42.56.640](#), and "Health Care Information" as defined in [RCW 70.02.010](#).

### REGULATORY REQUIREMENTS AND PENALTIES

State and federal laws (including but not limited to chapter 13.50 RCW and chapter 70.02 RCW) and regulations prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws and regulations may result in criminal or civil penalties or fines.

### ASSURANCE OF CONFIDENTIALITY

1. In consideration for the Department of Children, Youth, and Families (DCYF) granting me access to DCYF Confidential Information that is the subject of this Agreement, I agree that I:
  - a. Must access, use, sell, transfer, or otherwise disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
  - b. Must not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
  - c. Must not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
  - d. Must protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss.
  - e. Must employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
  - f. Must not make copies of Confidential Information, or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from

facility premises, unless the information is encrypted and I have obtained prior permission from DCYF or my supervisor.

- g. Have an authorized business requirement to access and use DCYF systems or property, and view its data and Confidential Information.
  - h. Must access, use and/or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties.
  - i. Must not share DCYF system passwords with anyone or allow others to use the DCYF systems logged in as me.
  - j. Must not distribute, transfer, or otherwise share any DCYF software with anyone.
  - k. Understand that at any time, DCYF may audit, investigate, monitor, access, and disclose information about my use of the Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the Confidential Information, disciplinary actions against me, or possible civil or criminal penalties or fines.
  - l. Must immediately forward all requests that I may receive to disclose Confidential Information to the DCYF Public Disclosure Unit and my supervisor for resolution and must immediately inform DCYF or my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
  - m. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or DCYF.
2. I understand that if I am a Contractor’s Employee or Subcontractor’s Employee I must also comply with the Contract or Subcontract that is between my employer and DCYF or between my employer and the entity who is a DCYF Contractor. I represent and warrant that I have been provided with a copy of the Contract or Subcontract that is between my employer and DCYF or between my employer and the entity who is a DCYF Contractor.

**FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS**

This form must be read and signed by each non-DCYF employee who has access to Confidential information, and updated at least annually. Provide the non-DCYF employee signor with a copy of this Agreement and retain the original of each signed form on file for a minimum of six years.

**SIGNATURE**

TYPE/PRINT NAME	NON- DCYF EMPLOYEE'S SIGNATURE	DATE