

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT - CONTRACTOR

I have a legal and ethical responsibility to protect the confidentiality and security of all protected data and information to which I have access in carrying out my job or contract duties involving the Department of Health Services. Confidential information may include, but is not limited to: financial, client/patient identifiable information, protected health information, intellectual property, financially non-public, and contractual information. It may be from any source or in any form (oral, written or electronic). This information may be protected by state and federal laws and by policies of DHS. The intent of these laws and policies is to ensure that such information remains protected and confidential and that any use of confidential information is necessary to accomplish the organization's mission.

I will conduct myself in strict conformance to all applicable laws and DHS policies governing confidential information. This means, among other things, that:

1. I will take all reasonable precautions to safeguard confidential information such as: using lockable file cabinets and/or desk drawers; securing data disks, tapes or CDs; using a password protected screen saver; preventing it from being inappropriately disclosed to others (whether orally, in writing, electronically, or by fax) and making efforts to avoid conversations from being overheard.
2. I will not in any way access, use, divulge, copy, release, sell, loan, review, alter, or destroy any confidential information except as properly and clearly authorized within the scope of my job and all applicable DHS policies and procedures and laws.
3. I will report to my contract administrator or department management any conditions or activities that I reasonably believe may potentially compromise confidential information.
4. I will comply with department policy regarding computer systems and network access including the following:
  - a. Safeguarding and not disclosing user IDs and passwords to anyone unless there is a business need to do so and authorized by the designated department Security Officer.
  - b. Not requesting access to or using any other person's passwords or access codes.
  - c. Never leaving unattended a computer to which I have logged on without first either locking it or logging off the workstation.
  - d. Immediately changing my password and informing a DHS Security Officer if I have reason to believe that the confidentiality of my password has been compromised.
5. When my association ends with DHS, I will not take any confidential information with me, and I will return all such information to DHS. Consistent with records retention policies, I will ensure that any DHS information I may have in my own possession (including notes, copies, or documents and info on my personal computer) is either returned to DHS or destroyed in a manner that renders it unreadable and unusable by anyone.
6. At the department's direction, I will participate in training to fully understand all confidentiality and privacy requirements that apply to my work.

*NOTE:* To access information regarding privacy and security issues, please refer to the Department's Work Web [<http://dhsweb/security/>].

*By my signature below, I acknowledge that I have read and understand the terms and conditions of this Confidentiality and Non-Disclosure Agreement, and I accept responsibility to safeguard the privacy and confidentiality of all data and information I manage. I will maintain a copy of this agreement for my records.*

\_\_\_\_\_  
Name- Contractor

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
Date