



Confidentiality Agreement
Between
State of Washington
Department Of Health
And
State of Washington
State Auditor's Office

This Confidentiality Agreement is entered into by and between the Washington State Department of Health (DOH) and the Washington State Auditor's Office (SAO) for the purpose of facilitating the execution of a performance audit of the DOH Health Professions Quality Assurance Division.

The SAO is responsible for ensuring that its subcontractors and agents comply with all terms and conditions set forth in this agreement. For the purposes of this agreement, the term SAO shall mean both SAO and its contractors and agents.

Access to DOH Information

Subject to the terms and conditions of this agreement, DOH agrees to provide the SAO access to DOH information as is necessary for executing a performance audit. Physical and electronic access to information is subject to DOH policies and procedures.

Safeguarding Information

The SAO acknowledges that while executing the performance audit, it may come into contact with information (written or verbal), that is exempt from disclosure under chapter 42.56 RCW, other state statutes or federal statutes and regulations. Such information, for the purposes of this agreement, is "confidential information."

The SAO is responsible for knowing what information is confidential and protecting confidential information. The SAO agrees to hold confidential information in strict confidence and shall use it only for the specific purposes necessary to perform the audit. The SAO will not release, divulge, publish, transfer, sell, disclose, or otherwise make the confidential information known to any other entity or person without the express written consent of the Secretary of Health, or as required by law.

The SAO agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to confidential information. The SAO agrees to encrypt all confidential information stored on devices not owned by DOH. Prior to receiving any confidential information electronically, the DOH Information Technology Security Officer, Sherie McAfferty, must confirm that the encryption is acceptable. The SAO shall maintain a log which, at a minimum, documents what confidential information it received and who received, used, and secured it. For performance audits conducted in

accordance with Government Auditing Standards, tests of evidence should be sufficient, competent and relevant to support a sound basis for audit findings, conclusions and recommendations. Auditors are not required to include copies of documents they examined as part of the engagement, nor are auditors required to list detailed information from those documents. Except for evidence necessary to support audit findings, conclusions and recommendations, upon completing the audit, the SAO shall return all confidential information in its original format to DOH, and destroy all copies of confidential information in any format. Upon a breach or suspected breach of confidentiality, the SAO shall immediately notify the DOH Chief Information Officer.

Responsibility for Actions

The SAO acknowledges that unauthorized release or use of confidential information, or inappropriate use of state resources may result in DOH denying access to information, and could result in SAO being subject to civil damages or criminal penalties.

Site Security

While on DOH's premises, the SAO shall comply with all safety and security policies and procedures.

Indemnification

The SAO agrees to promptly defend and indemnify, and to hold harmless from, against and in respect of, and pay or reimburse for, any and all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, of the State of Washington, its employees, arising from, relating to or in connection with an alleged or actual breach by the SAO of its obligations under this Agreement. SAO further agrees to cooperate fully with DOH and its legal counsel in resolving any claim or dispute.

Term

This Agreement shall become effective the date of the last signature and will remain in effect through June 30, 2007.

Survivorship

The terms and conditions in this Agreement, that by their sense and context are intended to survive completing, canceling or terminating this Agreement, shall in fact, survive.

IN WITNESS WHEREOF: DOH and the SAO have signed this agreement.

The attached documents are integral part of this agreement:

DOH 10.002 Information Technology Security

DOH 15.003 Workplace Security

DOH 17.005 Employee Responsibilities with Confidential Information

DOH Building Use Guidelines

DOH IT Security Program Standards – Patch Management Standards

DOH IT Security Program Standards – Anti-virus

Governor's Executive Order 00-03 Public Records Privacy Protections

**Washington State
Department of Health**

Name

Contracts Officer

Title

Date

**Washington State
Auditor's Office**

Name

Title

Date