

# CONFIDENTIALITY AGREEMENT

I \_\_\_\_\_ (Receiving Party) hereby enter into this Confidentiality Agreement for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. I understand that I may learn or have access to Confidential Information and agree to protect Confidential Information against unauthorized access or disclosure.

1. **Definition of Confidential Information.** For the purpose of the Confidentiality Agreement, Confidential Information shall include but is not limited to the identifying information (e.g., name, birthdate), offense, social, medical, psychiatric, and psychological reports and records of individuals, whether identifiable or non-identifiable, who are or have been (i) before the court, (ii) under supervision, or (iii) receiving services from a Court Service Unit or who are or have been committed to DJJ (COV § 16.1-300). Confidential Information also specifically includes arrest information DJJ receives from other agencies for the purposes of evaluating recidivism of DJJ-served populations.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is:
  - (a) Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; or
  - (b) Learned by the Receiving Party through legitimate means other than from AMIkids/EBA, DJJ or DJJ's representatives (Disclosing Parties).
3. **Obligations of Receiving Party.** Receiving Party shall:
  - (a) Adhere to all federal and state laws and regulations regarding Confidential Information;
  - (b) Use the Confidential Information only for the purpose of fulfilling the goals of the proposed project;
  - (c) Hold and maintain the Confidential Information in strictest confidence;
  - (d) Agree to store all data on a password-protected computer or in a secure location;
  - (e) Require any employee or any other individual associated with this project that has or potentially could have access to the Confidential Information to sign this Confidentiality Agreement;
  - (f) Agree to destroy or return to the Disclosing Party all Confidential Information or data within ten days of any request by any of the above-mentioned entities;
  - (g) Agree not to publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information (however, this does not preclude publication of aggregate data with prior permission of DJJ);
  - (h) Agree to refer any person requesting access to Confidential Information to DJJ;
  - (i) Agree not to publish, disclose, or associate DJJ's name with any publications arising from information received from DJJ without the express written permission of the Director of DJJ; and
  - (j) Agree that any publication, presentation, or disclosure of information received from DJJ will present the results or findings in aggregate form.

**Time Periods.** The nondisclosure provisions of this Confidentiality Agreement shall survive the termination of the Subcontractor Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information is destroyed.

This Confidentiality Agreement and the Receiving Party's obligations shall be binding on the representatives, assigns, and successors for the Receiving Party.

**Project Name** VA DJJ Transformation Initiative

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTENTION:** ALL PERSONNEL THAT HAVE CONTACT WITH INDIVIDUALS IN THE CUSTODY OF DJJ, UNDER SUPERVISION OF DJJ, OR OTHERWISE RECEIVING SERVICES UNDER THIS AGREEMENT MUST SIGN THIS CONFIDENTIALITY AGREEMENT. PROVIDER SHALL KEEP SIGNED COPIES OF THIS DOCUMENT ON FILE, AND SHALL PROVIDE SUCH COPIES TO PRIME CONTRACTOR, UPON REQUEST.