



## Tennessee Department of Children's Services Confidentiality Agreement

*(This document must be reviewed by DCS legal before it is signed by the parties)*

\_\_\_\_\_ has requested that the Department of Children's Services copies of all of the records in the file that pertain to her/him for the time that she/he was in the custody and/ or guardianship of the Department of Children's Services State of Tennessee.

The Department of Children's Services wants to respect the need \_\_\_\_\_ has expressed to review those records so that she/he can find out what happened to her/him during her/his stay in foster care and has agreed to do so providing that \_\_\_\_\_ agrees to this confidentiality agreement.

\_\_\_\_\_ agrees that the records of the Department of Children's Services are confidential and are not to be disclosed by her/him for any reason.

\_\_\_\_\_ understands and agrees that the Department of Children's Services is not required to make the records covering his/her stay in the department's custody and/or guardianship available and may not be able to release some protected information.

It is \_\_\_\_\_'s expressed need to understand what is in the record covering her/his stay in the custody of the Department of Children's Services and her/his agreement to keep the information and records confidential that has resulted in that record being made available to her/him.

Based on the foregoing, the needs expressed by \_\_\_\_\_, and her/his agreement to maintain the strict confidentiality of the records being provided to her/him, the Department of Children's Services has agreed to provide a copy of the file covering her/his stay in the custody and/or guardianship of the Department of Children's Services to her/him.

\_\_\_\_\_ further agrees that she/he will insure that the records are kept safely and securely so that no other person has access to the records. She/He agrees that in the event she/he can no longer keep the records in a manner that will prevent their disclosure or others from having access to them that she/he will return the records to the Department of Children's Services immediately. She/He agrees that she/he will not further copy, make available, summarize or in any way disclose either directly or indirectly the copies of the record being provided to her/him or the information contained therein.

\_\_\_\_\_ agrees that the copies being provided to her/him remain the property of the Department of Children's Services for the State of Tennessee and that the Department of Children's Services may demand their return at any time. Upon such demand the records shall be immediately surrendered to the Department of Children's Services.

In consideration thereof, the Department agrees to make the Department of Children's Services records covering the stay of \_\_\_\_\_ while she/he was in the custody of the Department of Children's Services stay of \_\_\_\_\_ available to \_\_\_\_\_ for the sole purpose of allowing \_\_\_\_\_ to review those records so that she/he can understand what is contained in that record.

This agreement between \_\_\_\_\_ and the Department of Children's services is evidenced by the signatures of \_\_\_\_\_ and counsel for the Department of Children's Services, which are set forth below:

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_:

\_\_\_\_\_  
Person requesting the record

\_\_\_\_\_  
Assistant General Counsel, Department of Children's Services