

Alaska Department of Revenue  
Permanent Fund Dividend Division

## Confidentiality Agreement

NEW EMPLOYEE  RECERTIFICATION

I, \_\_\_\_\_ (print), an employee of the State of Alaska's Permanent Fund Dividend Division (PFDD), acknowledge that the following agreement is a condition of new and continued employment with PFDD. I will be asked to re-sign this agreement annually, and successfully complete the annual confidential information certification provided by the division. If I am teleworking, I agree to access the State network using Multifactor Authentication (MFA). Once I have signed this agreement and obtained the certification by a member of PFDD management, I will be granted access to PFDD computer information systems, physical, and verbal confidential information.

As an employee of PFDD, I understand I have access to personal and private information of individuals via PFD, interagency, and third party systems. **With the exception of an individual's name, ALL personal information I observe, handle, process, or transfer is to be considered strictly confidential. Read and initial each section below if you agree and understand them. Sign off on the agreement on the last page when complete.**

**I understand the following is considered confidential information.** These items include, but are not limited to:

- Social Security Numbers
- Date of Birth
- Mailing address/Physical address
- Contact information (phone/email)
- Information disclosed to the division by an applicant (i.e., medical/employment)
- Specific information required to finish processing application
- Letters (RFI/Denial)
- Payments & Payment History
- Garnishment History
- Banking information
- Investigation Cases
- Informants in investigation cases
- Information received from applicants or others in the performance of your duties
- Documents received
- Info System Data (Vital Stats, DMV etc.)

**PFD Employee initial and date** \_\_\_\_\_

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## **Confidentiality Agreement**

**I understand that confidential information I access:**

- will not be printed or otherwise copied, or recorded in any way, such as an image taken in my home.
- will not be shared in whole or in part to any Artificial Intelligence (AI) service or chat bot without written permission by PFDD.
- will not be discussed or shared with anyone outside the PFD division, except with those authorized to receive this information in performing the duties of my position.
- will not be discussed with other employees within the division unless it is necessary to perform the duties of our respective positions.
- will not be used for any personal interest or gain including, but not limited to, using PFDD systems for unwarranted preferential or derogatory treatment of an applicant.
- will not be taken outside of division offices without a work purpose and consent of a supervisor.
- when in paper form will be disposed of in the division's secure shredding receptacle and never in a regular waste receptacle or recycling bin.
- will not be left in plain sight in my working area after I leave my home or business office for the day.
- on the computer is protected by passwords, and I will not share my passwords or leave written passwords in an easy to access area such as under my keyboard.

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**I am aware that any computer program I use within the course of my duties with PFD will contain confidential information, and I will act according to the rules set above when viewing, discussing, printing, or transmitting any data.** These programs include, but are not limited to:

- Dividend Applicant Information System - DAIS (including ANY interagency data, banking information, or other personal information seen in the viewer)
- Alaska Budget System
- Accurint
- myAlaska
- DMV Database
- Dept. of Labor Database
- APSIN (Alaska Public Safety Information Network)
- DAIS Reporting Services and Exported Reports

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## Confidentiality Agreement

**Personal interest or gain includes accessing your own personal information by utilizing any of the systems that you have been granted access to for work purposes, such as DAIS, Mainframe, Labor records, etc. Records in these systems should only be accessed within the course of necessary job duties.**

myPFDInfo allows all Permanent Fund Dividend applicants to check their status and review most information that has been submitted on their PFD application. Employees may use this resource to access information regarding their own application.

During an employee's breaks or lunch time, they may also stand at the front counter like an applicant and inquire about their status or call the PFD queue.

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# Confidentiality Agreement

## Statutes and Definitions

1. State of Alaska Statutes pertaining to PFDD Confidentiality – **Read and initial each section.**

**AS 43.23.110. Applicant Information Confidential.** (a) Except as provided in (c) of this section, information on each permanent fund dividend application, except the applicant's name, is confidential. The department may only release information that is confidential under this section

- (1) to a local, state, or federal government agency;
- (2) in compliance with a court order;
- (3) to the individual who or agency that files an application on behalf of another;
- (4) to a banking institution to verify the direct deposit of a permanent fund dividend or correct an error in that deposit;
- (5) as directed to do so by the applicant; and
- (6) to a contractor who has a contract with a person entitled to obtain the information under (1) - (5) of this section to receive, store, or manage the information on that person's behalf; a contractor receiving data under this paragraph may only use the data as directed by and for the purposes of the person entitled to obtain the information;
- (7) to the division of elections as required by AS 43.23.101.

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## **Confidentiality Agreement**

**AS 11.56.860. Misuse of Confidential Information.**

(a) A person who is or has been a public servant commits the crime of misuse of confidential information if the person

- (1) learns confidential information through employment as a public servant; and
- (2) while in office or after leaving office, uses the confidential information for personal gain or in a manner not connected with the performance of official duties other than by giving sworn testimony or evidence in a legal proceeding in conformity with a court order.

(b) As used in this section, "confidential information" means information which has been classified confidential by law.

(c) Misuse of confidential information is a class A misdemeanor.

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**AS 11.46.484. Criminal Mischief in the Fourth Degree.**

(a) A person commits the crime of criminal mischief in the fourth degree if, having no right to do so or any reasonable ground to believe the person has such a right

- (1) with intent to damage property of another, the person damages property of another in an amount of \$250 or more but less than \$750;
- (2) the person tampers with a fire protection device in a building that is a public place;
- (3) the person knowingly accesses a computer, computer system, computer program, computer network, or part of a computer system or network;
- (4) the person uses a device to descramble an electronic signal that has been scrambled to prevent unauthorized receipt or viewing of the signal unless the device is used only to descramble signals received directly from a satellite or unless the person owned the device before September 18, 1984; or
- (5) the person knowingly removes, relocates, defaces, alters, obscures, shoots at, destroys, or otherwise tampers with an official traffic control device or damages the work upon a highway under construction.

(b) Criminal mischief in the fourth degree is a class A misdemeanor.

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## **Confidentiality Agreement**

**AS 11.46.740. Criminal Use of Computer.**

**(a)** A person commits the offense of criminal use of a computer if, having no right to do so or any reasonable ground to believe the person has such a right, the person knowingly

(1) accesses, causes to be accessed, or exceeds the person's authorized access to a computer, computer system, computer program, computer network, or any part of a computer system or network, and, as a result of or in the course of that access,

**(A)** obtains information concerning a person;

**(B)** introduces false information into a computer, computer system, computer program, or computer network with the intent to damage or enhance the data record or the financial reputation of a person;

**(C)** introduces false information into a computer, computer system, computer program, or computer network and, with criminal negligence, damages or enhances the data record or the financial reputation of a person;

**(D)** obtains proprietary information of another person;

**(E)** obtains information that is only available to the public for a fee;

**(F)** introduces instructions, a computer program, or other information that tampers with, disrupts, disables, or destroys a computer, computer system, computer program, computer network, or any part of a computer system or network; or

**(G)** encrypts or decrypts data.

(2) installs, enables, or uses a keystroke logger or other device or program that has the ability to record another person's keystrokes or entries on a computer; or

(3) uses a keystroke logger or other device or program to intercept or record another person's keystrokes or entries on a computer when those entries are transmitted wirelessly or by other non-wired means.

**(b)** In this section, "proprietary information" means scientific, technical, or commercial information, including a design, process, procedure, customer list, supplier list, or customer records that the holder of the information has not made available to the public.

**(c)** Criminal use of a computer is a class C felony.

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## Confidentiality Agreement

**2. AS Chapter 48 Personal Information Protection Act. Read and initial each section.**

Three sections are important for state agencies and their contractors: **1.** the law requires notification to an individual if a breach of security occurs and personal information on the individual is compromised; **2.** the law restricts the use, request, collection, and disclosure of social security numbers (“SSNs”); and **3.** the law requires records containing personal information to be disposed of in specific ways.

**AS 45.48.010 – AS 45.48.090. Breach of Security Involving Personal Information:**

1. Notification of a security breach.

- Notification is triggered when there is a breach of security of an information system that contains personal information on Alaska residents.
- Must notify each state resident whose personal information was compromised in “most expeditious time possible.”
- Methods of notice: (1) written document to each individual; or (2) electronic means if that is how you normally communicate with the individual; or (3) if the cost will exceed \$150,000, or you need to notify more than 300,000 individuals, by e-mail + posting notice on your website + notice in statewide media.
- If you have to notify at least 1,000 individuals, you must also notify all consumer reporting agencies (Trans Union, Equifax, Experian).
- “Personal information” means non-encrypted information that contains the person’s name (last name plus first name or initial) PLUS one of the following: (1) SSN, (2) driver’s license # or state I.D. #; (3) account, credit card, or debit card #; or (4) personal codes/passwords required to access financial accounts. See definition below in AS 45.48.090(7).

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**AS 45.48.090. Definitions.**

(1) **“breach of the security”** means unauthorized acquisition, or reasonable belief of unauthorized acquisition, of personal information that compromises the security, confidentiality, or integrity of the personal information maintained by the information collector; in this paragraph, “acquisition” includes acquisition by

(A) photocopying, facsimile, or other paper-based method;

(B) a device, including a computer, that can read, write, or store information that is represented in numerical form; or

(C) a method not identified by (A) or (B) of this paragraph;

(...)

(7) **“personal information”** means information in any form on an individual that is not encrypted or redacted, or is encrypted and the encryption key has been accessed or acquired, and that consists of a combination of

(A) an individual's name; in this subparagraph, “individual's name” means a combination of an individual's

(i) first name or first initial; and

(ii) last name; and

(B) one or more of the following information elements:

(i) the individual's social security number;

(ii) the individual's driver's license number or state identification card number;

(iii) except as provided in (iv) of this subparagraph, the individual's account number, credit card number, or debit card number;

(iv) if an account can only be accessed with a personal code, the number in (iii) of this subparagraph and the personal code; in this sub-subparagraph, “personal code” means a security code, an access code, a personal identification number, or a password;

(v) passwords, personal identification numbers, or other access codes for financial accounts.

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## Confidentiality Agreement

### 2. AS 45.48.400 – AS 45.48.480. Protection of Social Security Number:

#### Use, request, collection, sale/rental, and disclosure of SSNs.

- General rule – cannot request, collect, or disclose a SSN in any way, which includes printing it on a card or other material, sending it over the internet, or otherwise making it available to the general public. There are exceptions.
- It is acceptable to do any of the above if you are authorized by law to do so, including a REGULATION ADOPTED BY THE AGENCY. See AS 45.48.470 for regulation authority.
- It is also acceptable if you need to request, collect, or disclose a SSN for the “performance of the person’s duties or responsibilities as provided by law.” This may cover most agency activity that involves the use of SSNs, but if in doubt, ADOPT A REGULATION.
- There are also exceptions for entities regulated by Gramm-Leach-Bliley Financial Modernization Act (GLB) and the Fair Credit Reporting Act (FCRA). If your agency is subject to these federal acts, check the specifics of the statute.

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### 3. AS 45.48.500 – AS 45.48.590. Disposal of Records:

#### Disposal of records with confidential information.

- You and your agency must take “reasonable measures” when disposing of records to protect against unauthorized access or use of PFDD records.
- You or your agency can comply with this requirement by hiring a third party that is in the business of disposing of records to do it for you.
- You or your agency can also comply by implementing and monitoring policies and procedures that require pulverizing, burning, shredding of paper documents, and destruction or erasure of electronic media.
- **CAUTION:** “Personal information” for purposes of records disposal is different than a security breach. Here, it is broader, and does not require a name in most cases. It means a passport, driver’s license, state identified numbers, credit or debit card number, any financial account numbers, and financial account information. It also means a name combined with; medical, insurance, or employment information.

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## **Confidentiality Agreement**

I understand that State of Alaska statutes impose strict penalties on agencies that breach confidentiality of personal information, up to \$50,000 per incident, and that I will conduct my work in a manner that does not jeopardize the operational ability of the Permanent Fund Dividend Division. I also acknowledge that the federal Fair Credit Reporting Act and State of Alaska statutes allow for civil and criminal penalties for individuals who knowingly use confidential information for personal gain or directed harm.

I agree to immediately contact the Director of the Permanent Fund Dividend Division (PFDD) or in their absence the PFDD Operations Manager as soon as I learn that a breach of confidential information has occurred. I realize this is necessary as state law AS 45.48.010 requires an individual whose information has been compromised be notified expeditiously.

Should I fail to comply with the rules of confidential information presented within this agreement, **I am advised that I will be subject to disciplinary action up to, and including, immediate termination.** I also understand that any violation of civil or criminal law relating to confidential information will be brought to the attention of the appropriate authorities.

**By signing this agreement, I acknowledge I have read, understood and initialed all the information presented on this form, and assume responsibility for the protection of confidential information as outlined herein.**

**Signature** \_\_\_\_\_

**Print name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Certification of Management** \_\_\_\_\_

**Print name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_