Washington State Department of Commerce
FY24 & FY25
Non-disclosure of Confidential Information Agreement – Non Employee

This form is for contractors and other non-Commerce employees.

Confidential Information
"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.   "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, or as otherwise identified in RCW 42.56.230.

Regulatory Requirements and Penalties
State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 42 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to $50,000 per violation and up to $1,500,000 per calendar year, as well as criminal penalties up to $250,000 and ten years imprisonment.

Assurance of Confidentiality

In consideration for the Department of Commerce (Commerce) granting me access to Commerce property, Commerce and DSHS systems, and Confidential Information, I agree that I:

1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason this Agreement against unauthorized use, access, disclosure, modification, or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use Commerce and DSHS systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
6. Will not share Commerce system passwords with anyone or allow others to use the Commerce and DSHS systems logged in as me.
7. Will not distribute, transfer, or otherwise share any Commerce and DSHS software with anyone.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.
10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or Commerce.

Frequency of Execution and Disposition Instructions
This form will be read and signed by each non-Commerce employee who has access to Confidential Information and updated at least annually. Provide the non-Commerce employee signor with a copy of this Agreement and retain the original of each signed form on file for a minimum of six years.

First and Last Name: _____   **Date:** _____

Signature: _____

SUBMIT A COPY OF THE SIGNED FORM TO COMMERCE AND RETAIN THE ORIGINAL IN YOUR RECORDS