

**IDAHO DEPARTMENT OF LABOR (IDOL)  
 THIRD PARTY CONFIDENTIALITY AGREEMENT**

**1. PROVIDE THE NAME OF THIRD PARTY RECEIVING RECORDS:** \_\_\_\_\_, (RECIPIENT).

**2. ACCESS TO THE RECORDS REQUESTED WILL BE LIMITED TO THE FOLLOWING INDIVIDUALS WHO HAVE A NEED TO ACCESS THE RECORDS**  
 (Identify by name and title):

**3. ACKNOWLEDGEMENT**

RECIPIENT acknowledges that the employment security information disclosed by IDOL may not be discussed or revealed to anyone, in any manner, except the individuals specified above and only for purposes authorized by law and as specified above.

RECIPIENT agrees to pay IDOL's costs of disclosure, including staff time and processing costs, in advance, and further agrees to pay any costs of performing audits to ensure compliance with this agreement and with state and federal law.

**SAFEGUARD REQUIREMENTS:** RECIPIENT agrees to safeguard the information disclosed and agrees that: (1) the information will be used only for purposes authorized by law and as specified in the informed consent release provided by RECIPIENT with this agreement; (2) the information will be stored in a place physically secure from access by unauthorized persons; (3) any information stored or maintained in an electronic format will be secured to prevent unauthorized persons from gaining access by any means; (4) precautions will be taken to ensure that only the authorized persons listed above are given access to the information stored in computer systems; (5) every individual with access to the information will be instructed about the confidentiality requirements specified in this agreement and the civil and criminal penalties in Sections 72-1372 and 72-1374, Idaho Code, for the unauthorized disclosure of the information and sign an acknowledgement that this has been done and that all individuals with access to the information will adhere to the confidentiality requirements and will promptly report any breach of confidentiality; (6) the disclosed information will be disposed of after the purpose of the disclosure has been served, except when possessed by any court, by destroying the information or returning it to IDOL as directed by IDOL; and (7)

re-disclosure of the information will only occur as authorized under the Informed Consent Release for the purposes specified in the Informed Consent Release or as required by state or federal law.

RECIPIENT agrees to allow on-site audits by IDOL of the RECIPIENT as IDOL may deem necessary to ensure compliance with state and federal law and the requirements of this agreement.

RECIPIENT agrees to the immediate surrender of the disclosed information obtained under this agreement, including copies of it in any form, if IDOL determines that RECIPIENT is not adhering to the requirements of this agreement.

RECIPIENT acknowledges that this agreement is governed by the laws of the State of Idaho and that the civil and criminal penalties in Sections 72-1372 and 72-1374, Idaho Code, apply to any unauthorized disclosure of the information no matter where the unauthorized disclosure may occur.

RECIPIENT acknowledges that IDOL may take any remedial action permitted under state or federal law to enforce this agreement, including seeking damages, penalties, restitution, attorney's fees and costs incurred by IDOL for any breaches of this agreement.

Signator attests that he/she is authorized by RECIPIENT to bind the RECIPIENT to the terms of this agreement and has read, understands and agrees to all of its requirements.

**THIS AGREEMENT EXPIRES TWELVE MONTHS FROM THE DATE OF SIGNING.**

\_\_\_\_\_  
 (Signature of Third Party Representative) (date)

\_\_\_\_\_  
 (Printed name of Third Party representative)

STATE OF IDAHO )  
 ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_ , before me personally appeared \_\_\_\_\_ known or identified to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he/she voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_