

NCDHHS Data Sharing Guidebook

Appendix C. NCDHHS Confidentiality Agreement

Ensuring the confidentiality of all health reports, records, and files containing patient names and other individually identifying or sensitive information is of critical importance to the North Carolina Department of Health and Human Services (NCDHHS). Breaches of confidentiality can undermine public trust in NCDHHS and thereby obstruct efforts to improve the health, safety, and well-being of North Carolinians.

The NCDHHS Data Office and the Information Technology Division (ITD) shall designate individual staff members (“designated staff members”) who will be permitted to view, access, and/or use data belonging to other NCDHHS Divisions or offices (the “Owner”) consistent with the terms of the Data Sharing Agreement (DSA) entered into by the Owner, the NCDHHS Data Office, and ITD and the Interdepartmental Memorandum of Understanding (IMOU) (“the Purpose”). Before a designated staff member may be given access to the Owner’s data, the designated staff member shall sign the Confidentiality Agreement included within the NCDHHS PSO Acceptable Use for DHHS Resources and/or the form below. Copies of signed Confidentiality Agreements shall be kept on file by the Employee Supervisor, NCDHHS Data Office, and/or ITD and shall be furnished to the Owner upon request.

The data to which the designated staff member will have access may include information that is confidential under State and federal law and regulations, including but not limited to the protections set forth in 45 C.F.R. parts 160 and 164, subparts A and E, (“the Privacy Rule”), 45 C.F.R. Parts 160, 162 and 164, subparts A and C (“the Security Rule”), the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH), and N.C.G.S. §§ 75-65 and 75-66.

Confidentiality Agreement Acknowledgement:

- I understand that I may have access to Owner’s data that is confidential under State or federal law. I will maintain the confidentiality of Owner’s data in accordance with this agreement and applicable State and federal law as well as the requirements set forth in the NCDHHS Privacy and Security Policies and Manuals¹ and the NC Statewide Information Security Manual.² I understand that unauthorized access or disclosure may be a violation of State and/or federal law.
- I will limit my access and use of the Owner’s data to that which is minimally necessary to accomplish the Purpose set forth in this agreement.
- I will keep any account credentials granted by the Owner private. I will not share my account credentials with other users or any unauthorized individual. I will neither request

¹ Located at <https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security/manuals>

² Located at <https://it.nc.gov/statewide-information-security-policies>

nor use another person's account credentials, other credentials, or other unauthorized means to access Owner's data.

- I will provide Owner with notice no later than twenty-four (24) hours from the termination of this agreement, my departure from employment with NCDHHS, or my assignment to different duties within NCDHHS that do not require access to Owner's data.
- I will provide Owner with notice of any violations of this confidentiality agreement, including suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or destruction of Owner's data, including a breach of any account credentials. Notice shall be provided within twenty-four (24) hours after the incident is first discovered.
- I understand that my failure to abide by the terms set forth in this Confidentiality Agreement may result in consequences that include, but are not limited to, the immediate termination of my access and/or the termination of the NCDHHS Data Office or ITD's access to the Owner's data.

By signing below, I affirm that I have read this Confidentiality Agreement and agree to be bound by the terms therein.

Print Name: _____

Signature: _____

Date: _____

**Division /
Office:** _____

Supervisor: _____