

North Carolina Department of Health and Human Services

Intradepartmental Memorandum of Understanding

1. Purpose of Document

The intradepartmental memorandum of understanding (“IMOU”) documents the vision, mission, and governance process of data sharing and integration across the North Carolina Department of Health and Human Services (“NCDHHS”) for business intelligence and operational data needs. The IMOU will be signed by the Office of the Secretary and contributing Data Owners and will govern intradepartmental data access and use not otherwise covered under a current agreement.

The IMOU references the Data Sharing Agreement (“DSA”), an agreement signed by the Data Owner, the Data Office, and Information Technology Division (“ITD”); the Data Use Agreement (“DUA”), an agreement signed by the Data Recipient and Data Owner(s); and the NCDHHS Data Sharing Guidebook, which outlines guidelines for data access and use.

NCDHHS works to advance the health, safety, and well-being of all North Carolinians in collaboration with a wide array of partners and stakeholders. Much of this work involves managing the delivery of services to North Carolina’s most vulnerable populations, including children, seniors, people with disabilities, and low-income individuals and families. NCDHHS touches the lives of millions, and our goals for strategic data access and use reflect the wide range of programs we administer and populations we serve.

Data sharing is an indispensable component of cross-department collaboration needed to achieve optimal services for the residents of North Carolina. For this reason, the NCDHHS Data Office (“Data Office”) and the Data Governance Council were created to support intradepartmental data access and use. A collaboratively created process supports efficient data sharing that in turn facilitates more analyses and cross-department insights, while maintaining and strengthening privacy safeguards.

This IMOU supports the Office of the Secretary, including the NCDHHS Data Office, in its vision to enable NCDHHS and its partners to quickly and easily make data-driven strategic and operational decisions by providing access to integrated, trustworthy, well-governed, and managed data.

This IMOU is in alignment with NCDHHS values and data strategy principles, including:

Teamwork: Democratize data to help more people across NCDHHS access data they need to do their work and the analyses/insights derived from it, with fewer gatekeepers and bottlenecks.

Transparency: Give business users the ability to more easily access and work with data they need to carry out their jobs, no matter where the data are located or which application created the data.

Stewardship: Just as it is important to be good stewards of financial resources and time, it is important to be good stewards of NCDHHS data, managing and overseeing data assets in a way that provides high-quality, accessible data that can have a positive impact on those we serve. Good stewardship also involves maintaining the public’s trust by ensuring the security, protection, and use of NCDHHS data is in accordance with applicable State and federal law and regulations.

People-focused: The well-being of the people we serve is paramount, including safeguarding the privacy and security of their personal information.

This IMOU supports the NCDHHS Data Governance Council in being able to strategize, prioritize, and have visibility into activities across NCDHHS that relate to data governance. Data governance encompasses the people, processes, and information technology required to ensure data quality, integrity, availability, usability, and security throughout its lifecycle.

This IMOU serves to facilitate an efficient culture of robust, data-driven cross-department collaboration that shields against unauthorized disclosure and misuse of protected data.

2. Parties

This IMOU is entered into by the undersigned entities, each hereinafter individually referred to as a “Party” and collectively as the “Parties.” In order for any entity to be added as a Party to the IMOU, a joinder in the form of Exhibit A shall be executed. Such joinder does not constitute an amendment to the terms of the IMOU. The sole effect of a joinder to this IMOU is to add an additional entity as a Party and bind such entity to the terms of the IMOU.

3. Purpose of the IMOU

The Parties share a mutual vision of effective and responsive policies and programs for North Carolina residents supported by timely and cost-efficient data analysis, public health surveillance, research, and evaluation using integrated data. The Parties have concluded that the IMOU is necessary to achieve this mutual vision. This collaboration of the Parties, facilitated by the Data Office, includes participation in the governance framework described in this IMOU.

The Data Office may use a hybrid approach to data management to facilitate data integration, with data either being federated (where each Party maintains their own data and data are only transferred to a data integration platform) or unfederated (where data is managed and stored by the Data Integration Staff as needed for linking and integration).

This IMOU does not obligate Parties to use the Data Office to coordinate data sharing if a different pathway for project approval and data linkage is preferred by the Parties whose data are requested.

The Parties have concluded that the IMOU and Data Office facilitation of data governance processes can help support data sharing by:

- Creating a data sharing governance framework and establishing consistent data sharing processes that adhere to all applicable state and federal laws, rules, policies, and guidelines
- Reducing the repetitive or redundant burdens on Parties’ legal counsel and data management teams
- Taking a person- or family-centered approach to data use as opposed to an exclusively division-centered approach
- Building capacity for routine cross-department and cross system data-driven collaboration

- Increasing the efficiency of data sharing for cross-department analytic needs
- Enhancing privacy and security through standard processes, agreements, and structured communication

4. Definitions

- a. Access Request: procedure by which an individual or entity may request data.
- b. De-identified Data: Data that has been modified by removing personally identifiable information to prevent the identification of the individuals to whom the data pertain. Standards for data deidentification may vary based on the source of the data and the laws, regulations, and/or policies that may apply to the data.
- c. Confidential Data: Data for which access, use, or disclosure of the data is restricted according to state or federal law, regulation, or policy.
- d. Chief Data Officer (CDO): The individual who is responsible for oversight of Data Office activities, including but not limited to facilitating Data Governance committees, developing and managing partnerships with the Parties, overseeing Data Office staff, overseeing technical implementation activities, consulting with Data Recipients, monitoring requests, and managing the inventory of documents associated with operations and Projects.
- e. Data Access List: List of individuals or entities that have been approved to access data.
- f. Data Custodian: Staff and employees charged with overseeing the safe transport, storage, and disposition of data, including infrastructure, activities, and safeguards required to maintain the confidentiality, integrity, and availability of the data.
- g. Data Governance Council: The group comprised of representatives from each Party that shall be responsible for establishing, reviewing, and implementing this IMOU. This committee will also be responsible for appointing members of relevant committees, identifying data access and use priorities, and general oversight of data governance activities. The Chief Data Officer or designee will chair the Data Governance Council.
- h. Data Integration Staff: The individuals within the NCDHHS Data Office and NCDHHS Information Technology Division (“ITD”) who have responsibility for the handling and securing Data from the Parties for approved uses. The Data Integration Staff will consult with Party staff, clean data, link data, and prepare data for approved use.
- i. Data Owner: One or more individuals, or their designee, with signatory authority to legally bind a Party and who is empowered to authorize the release of data owned by the Party for a specific Project.
- j. Data Sharing Agreement (DSA): An agreement between each Party, the Data Office, and ITD that documents the specific terms and conditions for intradepartmental data sharing of Confidential Data. The DSA will include a description of the lawful purpose of the data sharing and will include how data is transferred and secured for Data Recipients and refer to this IMOU as needed.
- k. Data Recipient: The individual or entity that makes a request for data intended for NCDHHS operational and business intelligence purposes, research, or approved use. (Also referred to as Requestor)

- l. Data Stewards Group: A committee composed of representatives from each Data Source who have programmatic experience with and data expertise on their respective Data Source. When the Data Stewards Group reviews data requests and proposed Projects, the designated representative (Data Steward) from each Data Source will be tasked with making a recommendation about whether a request for the Data Source's data contemplates a use case that is methodologically and analytically sound. The designated representative for the Data Source shall be selected by the Data Owner. The Chief Data Officer or designee will facilitate the Data Stewards Group.
- m. Data Source: A discrete data set or data system owned by a Party. Each Data Source shall have its own Data Owner.
- n. Data Use Agreement (DUA): Agreement between the Data Recipient and Data Owner(s) that outlines the terms and conditions under which the Data Owner(s) will provide the Data Recipient with access to the data. The DUA may include the objectives of the request, methodology, data description, permitted uses, data security plan (including access), completion date, reporting requirements, data privacy requirements, and terms for data destruction. A standard DUA with terms will be developed and updated by the Data Office, and approved by the NCDHHS Data Governance Council, as needed. Parties, at the discretion of Data Owner with input from Legal Counsel, may use the standard DUA or a different agreement at the Data Owner's discretion.
- o. High Value Data Assets: Identified by each Division and Office, and includes any Data Source the Division or Office owns that:
 - a. Is critical to the operations of NCDHHS
 - b. Serves the strategic goals of NCDHHS
 - c. Can improve public knowledge of NCDHHS and its operations
 - d. Is frequently requested by the public
 - e. Responds to a need and demand as identified by the Department through public consultation; or
 - f. Is used to satisfy any legislative or other reporting requirements
 The High Value Data Asset inventory lists these assets and is updated annually.
- p. HIPAA: The Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended, and its implementing regulations.
- q. IRB: institutional review board.
- r. Legal Counsel: As defined by the NCDHHS Office of General Counsel.

5. Financial Understanding

Services provided by Data Integration Staff to fulfill data requests made by parties external to NCDHHS may be supported through a cost-based model, to the extent permitted by law and policy. When the fee is applicable, the fee will only be charged to Data Recipients who are not staff, employees, or contractors of NCDHHS. This fee may include the actual costs incurred by Parties to this agreement for their efforts to provide data. The detailed fee structure will be developed by the Chief Data Officer and approved by the Data Governance Council and the NCDHHS Office of General Counsel prior to implementation.

6. Guidelines for Data Access and Use

The NCDHHS Data Sharing Guidebook provides an overview of guidelines and key considerations for the data request process. Continuous quality improvements to data sharing processes are expected. Regular updates to the Guidebook will be facilitated by the Data Office, with oversight by the Data Governance Council, the Data Stewards Group, and Legal Counsel, with updates to this IMOU, as applicable.

A. Data Request Process

The request process is intended to be transparent, efficient, and provide NCDHHS with the information needed to utilize data as a strategic asset, which includes review for appropriate data access and use. This process is structured to increase data flow for strategic use of data across the Department. The request process will consist of two steps (1) initial review of data request pathways (see Guidebook) to determine appropriate channel of request, with Data Office consultation as needed and, if applicable (2) submission of a Data Request to the Data Office, which shall indicate whether the request is operational, for an extract of a dashboard, or a research request. Requests may be made outside of this process and directly to the Party whose data are requested when the request does not involve linkage or integration of data held by multiple Parties.

Updates to the data request forms will be facilitated by the Data Office, with oversight by the Data Governance Council and Data Stewards Group and review by Legal Counsel.

B. Data Request Approval Process

For requests submitted to the Data Office, including requests for amendments to existing agreements, the Data Office will first perform an initial review of the request and then forward the request for review by the Data Stewards in accordance with the following process:

1. Data Office initial review. The purpose of the initial review is to ensure that only complete and responsive project submissions are forwarded to Data Steward(s). The initial review will include the following:
 - a. Confirming that the request form is complete (i.e., no blank fields) and accurate.
 - b. Confirming that all required supporting documentation has been submitted, such as IRB protocols and approvals, where applicable.
 - c. Confirming the request addresses at least one established NCDHHS priority.
 - d. Ensuring that this request is permissible according to the relevant Data Sharing Agreement(s). Determination may include consultation with Legal Counsel and Privacy Security Officers.
 - e. Consulting with Legal Counsel to determine whether the proposed use case for the requested data is permitted under state and federal laws and regulations.
 - f. Confirming the data security plan meets requirements of the relevant DSA(s) or that a new DSA may be executed to meet requirements.

Non-conforming requests that are incomplete or inaccurate will be returned with feedback to the requestor. Conforming requests will be forwarded to the Data Steward(s) whose data is being requested.

2. Data Steward review and decision. The Data Office may regularly convene the Data Stewards Group, and requests may be discussed during meetings.

Each Data Owner will nominate at least one representative to the Data Steward Group who will be responsible for reviewing data requests. The Data Owner may nominate different representatives for different Data Sources. The recommendation of the Data Steward does not require legal review or approval by the Data Owner, as the scope of a Data Steward's review is limited to assessing the methodology and analytic plan associated with the data request. Each Data Steward included in a request will make a recommendation, in consultation with the Data Owner, as necessary, to reject, request modifications to, or approve a data request.

Data Owners may accept or deny the recommendation made by the Data Steward and the Data Steward Group regarding the Data Source for which the Data Owner is responsible.

A Data Steward may make the following recommendations:

Approve: Does not require substantive changes or clarification to the request proposal. The Data Steward may require minor changes or offer suggestions to strengthen the request. The revised proposal does not need review of full committee and the Data Office can oversee the required minor changes and update the Data Steward Group.

Revise: Requires changes or clarification to the proposal that necessitate further consideration. Relevant Data Stewards will typically consider revised proposals and discuss at the next monthly meeting as needed.

Reject: The potential benefits of the request do not outweigh identified concerns. Except as required by law and unless the recommendation to reject is overruled by the Data Owner, there is no appeal process and decisions are final.

Recommendations made by the Data Steward(s) will be documented in writing.

- a. Following review by the relevant Data Stewards, the request and Data Steward recommendation shall be reviewed by all impacted Data Owners for concurrence. Should one or more Data Owners reject a request of their data, the request can be revised to remove the data that was not approved and be resubmitted. All data requests that are approved by the Data Owner shall also be reviewed by Legal Counsel to determine whether the requested data can be released for the proposed use case. Review by Legal Counsel and the approval of all Data Owners whose data is involved in the request shall be a prerequisite to the execution of any agreements pertaining to the data sharing and to the release of the data.

The CDO or designee shall send Data Steward Group and Data Governance Council members a summary of data request decisions annually, or as requested. The CDO will consult as needed with the Data Governance Council to prioritize requests.

If applicable, the CDO or designee shall communicate to the requestor via email and convey the decision, summarize reviewer comments, and outline next steps. A timeline and final cost estimate shall also be provided for approved projects, as applicable.

C. NCDHHS Data Access Request Procedure

Department staff, employees, and contractors who require access to dashboards or self-service data sets, or who need to pull data directly from the Data Source tables for specific approved use(s), may request access to this data through the process outlined below (“Access Request”).

- a. Requestor will contact the relevant Data Custodian (e.g. project owner of a specific dashboard), Data Steward, or the Data Owner, who will initiate the approval process as described in the Requesting Data Access and Use section of the Guidebook.
- b. If the requestor does not know the relevant Custodian, Steward, or Owner(s), then the requestor will contact the Data Office. The Data Office will initiate the approval process and contact the appropriate Data Custodian, Steward, and Owner.
 - When a new access request is received, the Data Office will review the request and contact the requestor to discuss and document user requirements to determine access.
 - As needed, Data Office Staff and the requestor will meet with Data Owners, Data Stewards, and Legal Counsel to review the request, data elements, and data use collaboratively.
- c. Granting Access
 - Once an Access Request is reviewed and approved by all Data Owners, access privileges will be assigned to the requestor. The requestor will be required to have signed and abide by a confidentiality agreement and may be required to sign and abide by additional agreements or other documents to gain access, at the discretion of the Data Owner.
 - As needed, relevant staff will meet with the data recipient to provide credentialing information and an overview of the data table(s) or dashboard(s) to which the user has been granted access.
 - The Data Owner for all Data Sources for which the user has been given access will be notified that access has been given.
 - Contact information for the data recipient will be added to the Data Access List, maintained by the Data Office, with the appropriate date to revisit or terminate access (e.g. due to end of contract).
 - All access that is granted to data recipient will be the minimum necessary based on needs of the request, not to exceed 12 months, with the option to renew the request at that time.

d. Terminating Access

- The Data Office shall be responsible for initiating the review of Data Access Lists within Data Sources with Data Custodians quarterly and ensuring that individuals' access has been appropriately terminated, as necessary.

D. Request and Data Documentation Process

The Request and Data Documentation Process outlined below applies only to Data Office-involved requests. All aspects of the Request and Data Documentation Process outlined below are initiated by Data Office staff.

1. The Data Office shall retain a copy of the fully executed Data Use Agreement (DUA) between the Data Recipient and Data Owner.
2. Data Office staff shall follow the terms of the Data Sharing Agreement(s) entered into with the Data Owners whose data are included in the request. The process for electronically retrieving or transferring data may vary by Data Owner and by data type and will be detailed in the DSA(s).
3. Data Office and Data Integration Staff shall adhere to all applicable state and federal laws, regulations, and policies when accessing or using data. Data Integration Staff will be responsible for securely receiving and storing all data received from each Party as outlined in the DSA(s).
4. As needed and approved by applicable Data Owners, Data Integration Staff shall use standardized and replicable identity resolution strategies to integrate the data as needed for projects. Data Owners and/or Data Recipients may consult with the Data Integration Staff about preferred approaches to data integration.
5. Data Integration Staff will securely transfer data to the Data Recipients in accordance with the terms of the DSA and any applicable DUA.

E. Oversight of Intradepartmental Data Requests

Oversight processes for intradepartmental requests are intended to facilitate transparency and mutualism. Transparency ensures that all stakeholders have information about compliance with legal and ethical requirements as well as the outcome of projects. Mutualism refers to all Parties, the Data Office, and Data Recipients having consistent and timely communication so that strategic data use can benefit NCDHHS and the lives of North Carolinians.

Should a Data Recipient use the data for purposes that were not approved pursuant to Section 6(B) of this MOU, a Data Owner may take action consistent with the terms of the DUA or, if no DUA applies, immediately terminate the Data Recipient's access to the data, notify the NCDHHS Privacy and Security Office, require destruction of applicable data, and take other actions, including but not limited to any action that is required by law. It is the responsibility

of the CDO or designee to communicate and confirm this terminated access or data destruction.

Data Office Staff shall monitor timely completion of the following documents from Data Recipients: (1) Project Reports, (2) Change Requests, (3) Key Findings and Interpretations Release Request, (4) Data Request Updates and Announcements, and (5) Certification of Project Completion and Destruction of Data.

1. Project Reports (recommended): Strongly recommended for research requests, but dependent upon terms of the DUA, Data Recipients will submit project reports to the Data Steward Group annually. The report will include:
 - Copies of any updated IRB documents, including annual letters of approval issued by the reviewing IRB
 - Summary of progress to date
 - How data request is informing policy or practice
 - Description of unanticipated findings
 - Description of challenges encountered and how they are being resolved
 - Products and key findings publicly released to date
 - Project funding source (if applicable)

2. Change Requests (as needed): Data Recipients will initiate, when necessary, a change request. Minor requests (e.g., change in key personnel, a first-time extension of up to six months) will be reviewed by the Data Office. Major requests (e.g., additional research questions, change in the individual or organization conducting analyses, a request for additional data fields) will be reviewed by Legal Counsel for the Data Owners and the Data Steward(s) and/or Data Steward Group. Changes may require an amendment to the DUA.

3. Key Findings and Interpretations Release Request (Required for Research Requests and any request related to COVID-19 or Substance Use Disorder): Consistent with the terms of the DUA and/or DSA, Data Recipients may be required to share publications, presentations, or publicly shared work product that contain or have been derived from NCDHHS data with the Data Steward Group prior to publication or other public release. Data Steward(s) for the data that has been used by the Data Recipient to produce the publication, presentation, or other publicly shared work shall review the materials and consult with Legal Counsel and the Privacy Office as necessary to ensure that the privacy and confidentiality of the individuals whose data was used is maintained and to ensure that any required attribution or disclaimer language has been included in the materials. The Data Stewards may also provide feedback to the Data Recipient about findings, conclusions, and any data idiosyncrasies, which Data Recipients who are external to NCDHHS may implement at their discretion. The Data Stewards shall document completion of their review using a standard form. The Data Steward Group members can request product specific reviews (e.g., presentations, publications).

4. Certification of Project Completion and Destruction of Data (Required): This is a standard form that is automatically distributed by the Data Office and shall require confirmation of data destruction consistent with the terms of the DUA.

F. Communication Around the Data Request Process

1. All communications with the requestor regarding recommendations made by the Data Stewards Group, including the need for revisions to an application, shall come from the CDO, or designee.
2. The CDO or designee shall provide updates to the Data Steward Group at regular intervals on (a) Data Requests, (b) Major Change Requests, and (c) summary of Minor Change Requests, and (d) Destruction of Data.
3. At each meeting of the Data Governance Council, the CDO or designee shall provide to the Data Governance Council an update on high interest data requests, review results, key findings, and opportunities to learn more about requests (particularly research requests).
4. If the Parties, members of the Data Stewards Group, or member of the Data Governance Council have concerns about the fulfillment of a data request, a specific Project, or the governance process outlined herein, then the concerned individual(s) will work together in good faith to resolve the concern. The CDO or designee will be responsible for working with the Parties to resolve any concerns.

7. Counterparts.

This IMOU may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Furthermore, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Form (PDF) document shall be deemed original for all purposes.

8. IMOU Effective Date and Terms.

The effective date of the IMOU shall be Click here to enter text., 20 Click here to enter text.. The IMOU will remain in effect for a term of three (3) years from the effective date unless otherwise terminated as provided for in this IMOU. A Party to this IMOU may terminate its participation in the IMOU by providing written notice signed by the Party to the CDO.

IN WITNESS WHEREOF, the Parties hereto have caused this IMOU to be executed by their duly authorized representatives.

[NCDHHS SIGNATURE]

Dated: Click here to enter text.

[NCDHHS Office of the Secretary]

[NCDHHS SIGNATURE]

Dated: Click here to enter text.

[NCDHHS Data Office]

EXHIBIT A

(Sample Form) Joinder Agreement

Pursuant to, and in accordance with the NCDHHS Intradepartmental Memorandum of Understanding (IMOU), effective [Click here to enter text.](#), 20[Click here to enter text.](#), the entity signing this Joinder Agreement (the “New Party”) hereby acknowledges that it has received and reviewed a complete copy of the IMOU. The New Party agrees that upon execution of this Joinder, it shall become a Party, as defined in the IMOU, to the IMOU and shall be fully bound by and subject to all of the terms and conditions of the IMOU. In witness thereof, the New Party has caused its duly authorized representative to execute this Joinder Agreement, as follows:

[New Party’s Name]

By: [Click here to enter text.](#)

[Name of Official, Title]

Date: [Click here to enter text.](#)