



Confidentiality and Security Agreement
For Authorized Uniform Screening Entities - Uniform Screening Project
North Carolina Department of Health and Human Services - Division of Medical Assistance

The undersigned understand and agree that:

All Medicaid applicant and recipient names, Medicaid identification numbers, and medical claim information is confidential "protected health information" that may be used and disclosed only in accordance with DMA, DHHS, State, and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, 45 CFR Parts 160, 162, and 164. Furthermore, all social security numbers, employer taxpayer identification numbers, drivers license numbers, and any other numbers or information that can be used to access a person's financial resources are "personal identifying information" that may be used and disclosed only in accordance with N.C. Gen. Stat. §§ 75-60 through -65 (the NC Identity Theft Protection Act) and N.C. Gen. Stat. § 132-1.10. The Authorized Uniform Screening Entity ("Uniform Screening Entity"), its employees, agents, and contractors must protect all such information against theft and misuse.

The Uniform Screening Entity's Manager ("Manager"), who may be the Uniform Screening Entity's CEO, Executive Director, Office Manager, or Supervising Physician, must designate a staff member to serve as the Uniform Screening Entity's Security Administrator ("Security Administrator"). The Security Administrator shall be responsible for managing user access to the Uniform Screening Entity's automated resources. The Security Administrator may delegate any one or more of the Security Administrator's privileges to other members of the Uniform Screening Entity's staff.

Each of the Uniform Screening Entity's employees, agents, and contractors shall have no more access to the Uniform Screening Entity's automated resources than is necessary for that individual to perform his or her duties. Each individual's access shall be modified or terminated within 48 hours after any change in employment, including promotion, demotion, transfer, resignation, termination, or leave of absence, that renders the pre-change level of access inappropriate.

Logon identifiers and passwords must uniquely identify each user. Logon identifiers and passwords shall be confidential and shall not be divulged or shared. It is a violation of federal and state laws, regulations, and policies to divulge or share logon identifiers and passwords.

The Uniform Screening Entity's Manager and Security Administrator shall ensure that the Uniform Screening Entity adopts written policies and procedures that protect the security and confidentiality of individually identifiable health information and personal identifying information when that information is stored, viewed, and circulated on paper (including delivery by U.S. mail and overnight express) and when it is stored, viewed, and transmitted electronically (including transmission by fax and internet). These policies shall provide that the Uniform Screening Entity's employees, agents, and contractors shall not remove individually identifiable health information and personal identifying information from the Uniform Screening Entity's secure premises except to transport the information to and from screening locations. When removed from the Uniform Screening Entity's secure premises, paper records shall be secured in a locked brief case or file box (when not in use) and electronic records shall be encrypted or password-protected. These policies shall also provide that the Uniform Screening Entity's employees, agents, and contractors shall not access the on-line screening tool from any

location other than the Uniform Screening Entity's secure premises or screening locations. The Manager and Security Administrator shall ensure that the Uniform Screening Entity's employees, agents, and contractors follow these written policies and procedures.

The Uniform Screening Entity shall promptly notify DMA in writing of any unauthorized disclosure or misuse of any protected health information or personal identifying information. If the Uniform Screening Entity discovers a security breach, as that term is defined in N.C. Gen. Stat. § 75-61, the Uniform Screening Entity shall notify all affected persons as required by N.C. Gen. Stat. § 75-65.

The signatures of the Uniform Screening Entity's Manager and Security Administrator signify that they have read this Agreement; that they understand the Uniform Screening Entity's duty to protect the confidentiality of protected health information under HIPAA and to protect the confidentiality of personal identifying information under the NC Identity Theft Protection Act; and that they understand their personal obligations under this Agreement.

The Security Administrator shall review the terms of this Agreement with each of the Uniform Screening Entity's employees, agents, and contractors before granting the employee, agent, or contractor access to the Uniform Screening Entity's automated resources.

The Uniform Screening Entity and DMA shall each retain a copy of this Agreement for the purposes of federal and State audits.

The Uniform Screening Entity shall submit a new Confidentiality and Security Agreement to DMA no later than seven calendar days after the Uniform Screening Entity appoints a new Manager or Security Administrator.

Check this box if this Confidentiality and Security Agreement identifies a new Manager:
Check this box if this Confidentiality and Security Agreement identifies a new Security Administrator:

Authorized Uniform Screening Entity's Organization Registration Code (ORC #): _____

Authorized Uniform Screening Entity's Name: _____

Authorized Uniform Screening Entity's Street Address: _____

Authorized Uniform Screening Entity's City, State and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Security Administrator's Printed Name: _____

Security Administrator's Signature: _____ Date: _____

Uniform Screening Entity Manager: _____
CEO/Executive Director/Office Manager/Supervising Physician

Manager's Signature: _____ Date: _____