

# **Non-Disclosure Agreement**

## **For**

### **NC Department of Public Safety (DPS) Employees and Third-Party Providers<sup>1</sup>**

I have read this agreement and I agree to comply fully with the following terms and conditions.

As a DPS employee or as a Third-Party Provider to the DPS, I agree that signing this Non-Disclosure Agreement and fully complying with all the terms and conditions are requirements for working at the DPS. Further, compliance with this agreement by a Third Party Provider is material to the performance of the contract between the DPS and the Third-Party Provider.

1. Only the appropriate DPS officials or their designates are authorized to release records to the public.
2. Information that belongs to the DPS may include highly sensitive and confidential data. In many instances, improper release or use of agency information by a Third Party Provider is a crime.
3. DPS employees and Third Party Providers are not permitted to release records or information contained in records that belong to other agencies. Requests for such information must be channeled through the DPS supervisor to the DPS Public Affairs Office for action according to DPS policy.
4. SPECIAL PROVISION. PERSONALLY IDENTIFIABLE HEALTH INFORMATION. As part of my duties as a DPS employee or third-party provider and as required by statute, I may be performing tasks involving use or storage of confidential state and federal personally identifiable health information that is protected from disclosure under federal rules adopted under the Health Insurance Portability and Accountability Act of 1996 and state law. As such an employee or third party provider, I acknowledge and agree that I may be subject to substantial civil and criminal penalties imposed by various state and federal statutes (including but not limited to North Carolina G.S. §122C-52 and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 104th Congress) for unauthorized disclosure or inspection of personally identifiable health information as well as personnel disciplinary action. Moreover, I may be requested by other persons to provide access to this health data. Because this may be a violation of the statutes cited above, I agree to seek authorization from appropriate agency officials before granting access to health records to other individuals.
5. SPECIAL PROVISION. CRIMINAL JUSTICE INFORMATION. As part of my duties as a DPS employee or third-party provider and as required by statute, I may be performing tasks involving use or storage of confidential state and federal criminal records information. As such an employee or third party provider, I acknowledge and agree that I may be subject to civil penalties imposed by federal Privacy Act of 1974, 5 U.S.C. § 552a, as amended, for unauthorized disclosure or inspection of criminal record information as well as personnel disciplinary action. Moreover, I may be requested by other persons to provide access to the criminal record information. I agree to seek authorization from appropriate agency officials before granting access to criminal records information.

---

<sup>1</sup>Third party providers are non DPS employees, such as vendors, suppliers, individuals, contractors, and consultants, including their employees and agents, responsible for providing goods or services to the state. In order to perform the requested services, a third party may require access to information technology assets and access to agency information determined to be valuable to operations and/or classified as confidential by law.

6. SPECIAL PROVISION. EDUCATIONAL INFORMATION. As part of my duties as a DPS employee or third-party, I may be performing tasks involving use or storage of confidential educational records that are protected from disclosure under federal rules adopted under the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)). As such an employee or third party provider, I acknowledge and agree that I may be subject to substantial civil and criminal penalties imposed by various state and federal statutes for unauthorized disclosure or inspection of educational information as well as personnel disciplinary action. Moreover, I may be requested by other persons to provide access to this educational data. Because this may be a violation of the statutes cited above, I agree to seek authorization from appropriate agency officials before granting access to educational records to other individuals.

Because of the above restrictions on use of information stored at the DPS, I agree not to release any information that I access at the DPS without proper authority or permission. I agree that I will take appropriate steps to protect confidential data within my custody from inadvertent release. I further agree not to discuss information obtained from the databases and not to use the databases except in compliance with DPS policy.

As a DPS employee, I acknowledge and agree that failure to comply with the non-disclosure agreement may result in personnel action. As a Third Party Provider, I acknowledge and agree that failure to comply with this non-disclosure agreement may be considered a material breach of the contract and will result in denial of access to information at the DPS. As stated above, in some instances failure to comply with the non-disclosure agreement may subject me to criminal prosecution.

AGREED, this \_\_\_\_ day of \_\_\_\_\_, 201\_. I also acknowledge that I have been provided a copy of this agreement.

\_\_\_\_\_  
Employee Name Printed

\_\_\_\_\_  
Employee of Third Party Name Printed

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee of Third Party Provider Signature

Division: \_\_\_\_\_

Company Name: \_\_\_\_\_

Statutory Authority: N.C. §132; 15-207

Regulatory Authority: Statewide Information Security Manual (100104; 100110)

cc: Signatory