



South Carolina Department of Health and Human Services/BabyNet Individual User Confidentiality Agreement

BabyNet is South Carolina's early intervention system under Part C of the Individuals with Disabilities Education Act (P.L. 108-446), and is implemented by the South Carolina Department of Health and Human Services under the authority of South Carolina Executive Order 2009-12 and South Carolina State Act 41. I understand that as such, the South Carolina Department of Health and Human Services (SCDHHS) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of SCDHHS employees, service vendors, contractors, BabyNet clients, or other citizens given or made available to SCDHHS in administration of the BabyNet program and services.

SCDHHS BabyNet Confidentiality Policy states that information about personal facts and circumstances of SCDHHS BabyNet employees, service vendors, contractors, clients and other citizens will be kept confidential and will not be disclosed without the individual's authorization, except as required by law or as required to perform BabyNet responsibilities. Neither personally identifiable information (PII) nor protected health information (PHI) that identifies an individual generally can be released unless properly authorized by the client or his/her legal representative; or, pursuant to a specific exception under either the Individuals with Disabilities Education Act (34 CFR §§ 300 and 303), the Family Educational Rights Protection Act (20 U.S.C. § 1232g; 34 CFR Part 99), or the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act and other state and federal laws may place additional limitations on disclosure of personal information.

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: Protected personally identifiable information of job applicants, SCDHHS BabyNet employees, service vendors, contractors, BabyNet clients, or members of the public, such as names; social security numbers, addresses, telephone numbers, financial status and information, account or identification numbers issued by government agencies or private financial institutions, confidential business information, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, provision of vendor services, or contract performance with the BabyNet Division of SCDHHS, I may see or hear confidential personally identifiable information and/or protected health information. By signing this agreement, I understand and agree that I will not disclose personally identifiable information or protected health information unless the disclosure complies with SCDHHS BabyNet Confidentiality policies, including all applicable state and federal laws, and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification. I will immediately report any unauthorized disclosure of personally identifiable information and/or protected health information as required by SCDHHS BabyNet Confidentiality Policy, or as required by terms in any contract or agreement with SCDHHS and BabyNet to which I am a party.

I will not discuss any personally identifiable information or protected health information obtained in the course of my relationship with SCDHHS or BabyNet with any person or in any location outside of my area of responsibility in the BabyNet Early Intervention System, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected educational and health information will continue after termination of my employment/vendor services/contract affiliation with the BabyNet Division of SCDHHS.

I understand that violation of this Agreement may result in termination of my vendor services, contractual and/or work relationship with SCDHHS and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

Additionally, BabyNet uses a web-based database, the BabyNet Reporting and Intervention Data Gathering Electronic System (BRIDGES). All information in the BRIDGES system is subject to the same confidentiality legal standards of written PII/PHI. Users who violate these laws will have access to BRIDGES immediately revoked by the BabyNet Data Manager. An incident report will be filed, and following investigation, appropriate action taken, which may include civil and/or criminal penalties pertaining to all state and federal privacy and security statutes and regulations. All BRIDGES users shall safeguard his/her user name and password, and agree to neither share user name and/with password to others, nor to post the user name and/or password on any place. **When an authorized user leaves the system, the supervisor or designee must notify the BabyNet Data Manager within twenty-four (24) hours of the employee's last day of employment.**

I further understand and agree to be held to the following conditions:

- a. I have read and agree to abide by the SCFR/BabyNet Individual User and Confidentiality Agreement.
- b. Information contained in BRIDGES is confidential and can only be used for those purposes outlined in this Individual User and Confidentiality Agreement.
- c. Child specific information is only available to authorized BRIDGES users.
- d. BRIDGES' passwords should be changed regularly to protect security.
- e. The computer should not be left unattended when a BRIDGES session is open.
- f. Always log off and close the browser when you are finished with a BRIDGES session.

I have read the above Agreement, and agree to comply with all of its terms.

NAME OF PROVIDER COMPANY:

PROVIDER PRINTED NAME

SIGNATURE

DATE

SUPERVISOR PRINTED NAME

SIGNATURE

DATE

WITNESS PRINTED NAME

SIGNATURE

DATE