



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Department of State Health Services (DSHS) authorizes _____ (*name of facility gaining access*) to access and use the services of _____ (*name of system(s) accessed*). Certain designated facilities (laboratories, hospitals, healthcare providers, etc.) have a legitimate need to access this system in order to review, record, and/or edit data. The facility’s authorized personnel will be provided access to information and data that is sensitive, confidential, protected health information, or is otherwise protected from disclosure to unauthorized individuals. To ensure the integrity, security and confidentiality of DSHS information and data, all individuals who obtain access to DSHS information resources agree to treat all information and data as highly sensitive, confidential and protected from disclosure. Except as authorized by state and federal law, (including, but not limited to, the Health Insurance Portability and Accountability Act), publication, disclosure or discussion of any information or data observed during the use of this service is strictly prohibited.

Each person who will have access to DSHS Information Resources is required to sign this agreement.

I _____ a representative of _____ am using this service on behalf of the named facility for the limited purpose of the agreement between DSHS and the facility. I understand and agree to the limited terms and conditions of this agreement.

I also understand that DSHS is required by law to protect the confidentiality and security of its network and the data and information maintained by the department from outside disclosure, and that even an inadvertent disclosure could result in serious security or confidentiality breaches resulting in the loss, destruction or disclosure of sensitive and confidential information maintained by the department. I understand that I am also responsible for the confidentiality of the system’s configuration and network architecture. I further understand that my breach of this agreement could result in violation of state and federal laws, under which civil and criminal penalties could be assessed for each violation.

I agree that I will not disclose nor release my username and password to anyone at any time. In the event my username and password have been compromised, I will immediately contact DSHS so that my account can be inactivated immediately. A new account will be issued to me with a new username and password.

State and federal law provides civil and/or criminal penalties for use or disclosure beyond the limited purpose of the performance of this service.

Signature

Date