Confidentiality and Data User Agreement – PSAP Director/Manager

Purpose

In accordance with Executive Order 20-34 ("EO 20-34"), the Minnesota Department of Health ("MDH") is directed to share limited private health data (addresses only) with the Minnesota Department of Public Safety ("DPS") and the state's Public Safety Answering Points ("PSAPs").

Prior to use/receipt/distribution of this data, this Agreement must be signed by the PSAP Director/Manager, and other agreements will be signed by any PSAP employees who use/receive/distribute this data. Upon execution, this Agreement remains in effect until EO 20-34 expires or the peacetime emergency is terminated, whichever occurs first.

Definitions

For the purposes of this Agreement, the following terms have these assigned definitions:

- "Protocol" means the protocol established in accordance with EO 20-34 and distributed to PSAPs on April 17, 2020.
- "PSAP" means the Public Safety Answering Point receiving the data.
- "Recipient" means any DPS or PSAP employee receiving, using, or distributing the data.

The data being shared by MDH contains private information on individuals and must be treated in a manner that preserves their privacy.

Conditions of Use

- A precondition for DPS providing the data relevant to the area covered by my dispatch center is my acknowledge that the dispatch center I am responsible for will follow a screening protocol ("COVID-19 screening protocol") that includes asking, when feasible, a variation of the following questions, if anyone at the call location:
    1. 1) is experiencing the symptoms associated with COVID-19;
    2. 2) is COVID-19 positive; or
    3. 3) has been in contact with someone who is COVID-19 positive.
- The Recipient will follow the Protocol developed by MDH and DPS, which is incorporated into and attached to this Agreement;

- The Recipient will protect this data in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable federal or state law;

- The Recipient will not disclose this data and address information to any unauthorized person, nor release it to anyone who does not have a right and need to know;

- The Recipient will not use this data for any purpose other than protection from the further spread of COVID-19 incident to carrying out of emergency response activities;

- The Recipient will not remove, sell, or further release any data described herein, either in whole or in part;

- The Recipient will not release any private MDH data that could identify an individual either directly or indirectly, except as permitted by the Interagency Agreement signed by MDH and DPS and the Protocol; and

- Upon the expiration of EO 20-34 or the termination of the peacetime emergency, whichever occurs first, any remaining data disclosed by MDH to the Recipient pursuant to these guidelines must be destroyed.

Ensuring Data Privacy and Security

- I, in my role as PSAP Director/Manager, agree to take the appropriate measures to ensure no private data provided by MDH is improperly/Inadvertently disclosed or released.

- My dispatch center uses and will continue to use a COVID-19 screening protocol, as described above.

- I will immediately report to MDH and DPS contact any improper or inadvertent disclosure or "privacy incident" of which I become aware. For purposes of this Agreement, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minn. Stat. §13.3805) or the Minnesota Immunization Data Sharing Law (Minn. Stat. §144.3351). This includes, but is not limited to, "improper and/or unauthorized use or disclosure of not public information, improper or unauthorized access to or alteration of data, and incidents in which the confidentiality of the information maintained by the user has been breached." A privacy incident will have occurred when MDH information is disclosed for any purpose other than those described in the Interagency agreement or 13.3805, Subd. 1 (b) (3) or as otherwise authorized by law.

- I acknowledge that I will reinforce with my employees that willful violation of this Agreement and its terms is grounds for MDH terminating access to the data.

- I acknowledge that Minnesota Statutes section 13.09 states the penalties for unauthorized disclosures by governmental entities or governmental providers, and includes possible misdemeanor charges and payment of damages, including reasonable attorney fees. I acknowledge that willful violation of Chapter 13 by any public employee also constitutes just cause for suspension without pay or dismissal of the public employee.

- I acknowledge that willful violation of this Agreement and its terms by one of my employees will result in termination of that employee's access to the data.

_____
Name of Recipient

_____
Title

_____   _____
        Signature   Date

April 17, 2020