



# Confidentiality and Data User Agreement – PSAP Employee

## 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”).

This Agreement must 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

- I will follow the Protocol developed by MDH and DPS, which is incorporated into and attached to this Agreement;
- I 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;
- I 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;
- I 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;

- I will not remove, sell, or further release any data described herein, either in whole or in part; and
- I 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.

## Ensuring Data Privacy and Security

- I agree to take the appropriate measures to ensure no private data provided by MDH is improperly/Inadvertently disclosed or released.
- I will immediately report to my PSAP Director/Manager any improper or inadvertent disclosure or “privacy incident” of which I become aware.
- I acknowledge 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 will result in termination of my access to the data.

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Name of Recipient

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Title

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Signature

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Date

April 17, 2020