State of Minnesota
Office of Emergency Medical Services
335 Randolph Ave Suite 220
Saint Paul, Minnesota 55102
(651) 201-2800

Return completed form to Dave Rogers, Data Manager
David.rogers@state.mn.us
(651) 201-2809

Data Sharing, Use, and Non-Disclosure Agreement Concerning the Access to Data Classified as Private under Minnesota Statutes section 144E.123 and the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13)

Minnesota State Ambulance Reporting System (MNSTAR) Hospital Hub/MNTrauma Integration

Hospital Name:	
Responsible Hospital Representative:	
Street Address:	
City, State, Zip	
Phone:	
Email Address:	

This Data Sharing, Use, and Non-Disclosure Agreement ("Agreement") is entered into by and between Minnesota Office of Emergency Medical Services ("MNOEMS") and HOSPITAL and governs HOSPITAL's use of and access to all prehospital care data to which HOSPITAL has access. MNOEMS and Hospital may be referred to individually as ("Party") or jointly as ("Parties").

The purpose of this Agreement is to facilitate HOSPITAL access to MNOEMS prehospital care data.

RECITALS

In accordance with this Agreement and as allowed by Minnesota Statutes section 144E.123, subdivision 2, prehospital care data is provided by the MNOEMS to HOSPITAL's designated user(s) through the user(s) access to the MNOEMS Hospital Hub and/or MNTrauma System.

Pursuant to Minnesota Statutes Section 144E.123, subdivision 3, prehospital care data is classified as private data on individuals under chapter 13, the Minnesota Government Data Practices Act (MGDPA).

The parties agree to the provisions specified in this Agreement, the Health Insurance Portability andAccountability Act (HIPAA), the MGDPA, Minnesota Statutes Chapter 144E and other applicable laws.

This Agreement neither creates a business associate relationship nor constitutes a business associate agreement as defined in the HIPAA.

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DEFINITIONS

A. "MNOEMS" means the State of Minnesota Office of Emergency Medical Services.
B. "HOSPITAL" means the identified entity(s) receiving Hospital Hub Data from the MNOEMS pursuant to this Agreement.
C. "Hospital Hub" means the interface that disseminates MNOEMS prehospital care data.
D. "MNTrauma" means the interface that integrates with the MNOEMS Prehospital care data through patient registry software systems.
E. "Agent" means HOSPITAL's employees, contractors, subcontractors, other non-employees, and authorized representatives.
F. "Breach" means the acquisition, access, use, or disclosure of Protected Information in a manner not permitted by law, which compromises the security or privacy of Protected Information.
G. "Disclose" or "Disclosure" means the unauthorized release, transfer, provision of access to, or divulging in any manner of Protected Information by the HOSPITAL or Agents.
H. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in this Agreement.
A. "Protected Information" means any prehospital care data accessible or obtained by the HOSPITAL or Agents from the Hospital Hub or Patient Registry interface, regardless of form or format, which is or will be used by HOSPITAL under this Agreement and that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Agreement.
B. "Security Incident" means the attempted or successful unauthorized accessing, use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or use of Protected Information.

1. **Consideration and Payment.**
   There will be no funds obligated by either Party under this Agreement. Each Party will be responsible for its own costs in performing its stated duties.

2. **Hospital Hub/MNTrauma.** HOSPITAL, hereby agrees to:
   a. Maintain the classification of the prehospital care data as private data on individuals under the MGDPA.
   b. Use and disclose the prehospital care data only in accordance with this agreement, the limitations found in Minnesota statutes, or as otherwise required by law.
   c. Limit access to the prehospital care data only to those Agents whose job duties reasonably require access to the data.
   d. Immediately terminate any access Agents have to MNOEMS Prehospital care data upon Agents separation or termination of employment from HOSPITAL.
   e. Notify the MNOEMS within five (5) days of Agents separation or termination from employment.
   f. Use industry standard safeguards and best efforts to prevent any use or disclosure of the Protected Information not authorized by this Agreement.

3. **Responding to Privacy Incidents, Security Incidents, and Breaches**. HOSPITAL will report to the MNOEMS in the most expedient time possible, and without unreasonable delay, of discovery ANY suspected or actual inappropriate use, Privacy Incident, Disclosure, Security Incident, or Breach of information accessed or in any downloaded format from HOSPITAL HUB or MNTrauma:

a. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, Disclosure and/or Breach, HOSPITAL will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Agreement and applicable law.

b. **Mitigation of harmful effects**. Upon discovery of any actual or suspected Privacy Incident, Security Incident, Disclosure, and/or Breach, HOSPITAL will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, Disclosure, and/or Breach. Mitigation may include, but is not limited to, notifying, and providing credit monitoring to affected individuals.

c. **Corrective action**. Upon identifying the root cause of any Privacy Incident, Security Incident, Disclosure, and/or Breach, HOSPITAL will take corrective action to prevent any current and future unauthorized Breach, Disclosure, Privacy Incident, or Security Incident, and prevent or reduce any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.

4. **Notification to Individuals and others; costs incurred**.
a. **Protected Information**. MNOEMS will determine whether notice to individual data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, all Parties will fulfill their obligations under any applicable law requiring notification. HOSPITAL will reimburse any MNOEMS expenses attributed to requiring notification.

b. **Notifications.** HOSPITAL agrees to provide MNOEMS any notifications, including any notice resulting from or involving a Security or Privacy Incident, demand, or other communication. Notifications shall be promptly sent to David Rogers, MNOEMS Data Manager, at David.rogers@state.mn.us or his successor under this Agreement.

c. **Failure to notify**. HOSPITAL will reimburse MNOEMS for any costs, fines, or penalties incurred as a result of HOSPITAL's failure to timely provide appropriate notification to MNOEMS.

5. **Audits.**

HOSPITAL shall audit the user access and permissions of the Hospital Hub quarterly. Such audits will occur on a quarterly cadence from the date of the execution of this Agreement. HOSPITAL agrees that all audits performed, as required by this Agreement, will result in the generation of an audit report which will be provided to the MNOEMS upon completion. To the extent permitted by applicable law, the audit will be deemed not public data under the Minnesota Government Data Practices Act. HOSPITAL will make best efforts to promptly remediate any access control deficiencies identified in any audit report. If at any time the MNOEMS becomes aware that HOSPITAL's controls do not substantially meet the MNOEMS's requirements, the MNOEMS may request remediation from HOSPITAL. HOSPITAL agrees that it will make best efforts to promptly remediate any control deficiencies identified by the MNOEMS or known by HOSPITAL.

6. **Termination and Data Destruction**. HOSPITAL hereby agrees to:
a. Protect and secure copies of Protected Information, in any matter format, in accordance with industry standards, industry best practices and applicable law.

b. Destroy all original and copies of Protected Information, in any format, in accordance with industry standards industry, best practices, and applicable law, when no longer needed.

c. Wipe, sanitize, and/or destroy all digital storage media and electronic storage devices (e.g., computer hard drives) or any device that has stored, accessed, or had access to, any prehospital care data provided under this Agreement. Such destruction shall be performed, prior to disposition of the digital storage medium or electronic storage device, in accordance with HIPAA, industry standards, and best practices, and applicable law, whichever is higher.

d. Not use the data provided to engage in any method, act, or practice which constitutes commercial solicitation or advertisement of goods or services.

The MNOEMS may cancel this Agreement and HOSPITAL's access to Hospital Hub or MNTrauma look-up and import functionality at the MNOEMS's sole discretion.

The unauthorized use or disclosure of private data is a violation of Minnesota law.

RESPONSIBLE HOSPITAL REPRESENTATIVE

I, the Responsible Hospital Representative, have read, understand, and agree to the above conditions. I represent that I have the authority to execute this agreement on behalf of HOSPITAL.

Name (Print):_____

_____	_____	_____
Signature	**Title**	**Date**

(BELOW SECTION COMPLETED BY MNOEMS)

MNOEMS Data Manager

David Rogers
_____
Name of MNOEMS Data Manager

_____   _____
Signature of MNOEMS Data Manager   **Date**

MNOEMS Responsible Authority

Dylan Ferguson   **MNOEMS Executive Director**
_____   _____
Name of MNOEMS Responsible Authority   **Title**

_____   _____
Signature of MNOEMS Responsible Authority   **Date**