

DATA SHARING AGREEMENT BETWEEN THE SOUTH DAKOTA DEPARTMENT OF HEALTH AND THE GREAT PLAINS TRIBAL EPIDEMIOLOGY CENTER

1. INTRODUCTION

The purpose of this agreement to share data is to promote collaboration between two public health entities, to promote healthy behaviors and minimize the impact or poor health outcomes such as disease.

2. PARTIES

The Great Plains Tribal Epidemiology Center (hereinafter referred to as GPTEC) is authorized under 25 U.S.C. § 1621m.

The South Dakota Department of Health (hereinafter referred to as SD-DOH) is a state agency of the State of South Dakota. SDCL § 34-1-1.1; SDCL § 1-43-1. The Department has responsibility for vital records, contagious disease control, prevention of communicable disease, immunization recording, and is authorized to provide copies of vital statistics data to tribal entities. SDCL §§ 34-25-1, 34-22-11, 34-22-9, 34-22-17, 34-25-52.1.

3. PURPOSE

The purpose of this agreement is to facilitate information regarding community testing events by the Tribal Authority, provide record level identifiable data on American Indian/Alaskan Native persons regarding communicable disease reports. The transfer of data assists both public health entities in minimizing disease spread and assisting people to live healthier.

4. DEFINITIONS

“Anonymized data” shall mean data in which the individual to whom the data pertains is not identifiable with reasonable efforts.

“Record level data” shall mean a record that contains unique and non-aggregated data elements that relate to a single identifiable individual.

“Survey data” shall mean the data collected from a sample of individuals through their responses to questions that is anonymized when creating the analysis dataset.

5. TERM

The term of this agreement, unless modified, is from February 1, 2024 to January 31, 2029. This contract has an option to renew under the same terms and conditions. The option to renew can be exercised by either party upon notification to the other party and by acceptance of the other party pursuant to the notice provisions below.

6. SECURITY REQUIREMENTS

GPTEC and SD-DOH agree to the following limitations on the disclosure and use of information provided and shared:

1. GPTEC and SD-DOH agree to not release information that could potentially identify specific recipients to third parties unless this disclosure is necessary for a public health purpose and not otherwise prohibited by law. For purposes of this paragraph the term “third parties” refers to any entity other than SD-DOH, GPTEC and its constituent Tribes, or the person to whom the record pertains and who has not entered into an agreement protecting the confidentiality of the data.
2. GPTEC and SD-DOH agree to the following conditions regarding safeguards to protect data furnished from unauthorized use or disclosure:
 - a. To limit access to the data to those employees and officials who require the data to perform their official duties in connection with this agreement.
 - b. To store data in an area that is physically and electronically safe from access by unauthorized persons; and
 - c. To advise all personnel who will have access to the data of the confidential nature of the information and the safeguards required.

7. DATA SHARING AGREEMENTS OF GPTEC AND SD-DOH

GPTEC shall:

1. To support quality of data received and shared, ensure patient’s contact information (e.g., current address and phone number) is collected and accompanies the lab requisition form to aid in electronic laboratory report completeness and the disease investigation process.
2. Actively participate on monthly calls between DOH and GPTEC.
3. Provide advance notification prior to implementation of case investigation and case management services similar to the SD-DOH Disease Intervention Specialists.
4. Communicate record-level information pertinent to SD-DOH for surveillance purposes using a process and frequency agreed upon by both parties (e.g., updated case’s contact information, partner contacts to the case, treatment information for a person with a reportable STD).
5. Comply with all standard security requirements found within Exhibit A, Bureau of Information and Telecommunications Required IT Contract Terms, attached hereto and fully incorporated herein.

SD-DOH shall:

1. Actively participate on monthly calls between DOH and GPTEC.
2. Provide record-level, identifiable data on all American Indian/Alaskan Native persons living in South Dakota from the Maven electronic disease surveillance system. More specifically this includes:
 - a. Record-level data on all persons, regardless of race, living on Tribal land;
 - b. Record-level, anonymized data (e.g., age range instead of date of birth, remove key identifiers, such as first name and last name) on all non-American Indian/Alaskan Native persons not living on Tribal land from data systems or data sets for rate calculation and comparison purposes.
3. Develop and disseminate a list of services available to community partners that aligns with the SD-DOH syphilis response.
4. Grant the South Dakota Bureau of Information and Telecommunications (BIT) permission to provide access to SD-DOH data that is contemplated by this agreement and that is stored, processed, or maintained by BIT to GPTEC.

8. AMENDMENTS

This contract may be amended by a writing signed by both parties. The writing and signatures may be electronic.

9. TERMINATION

This contract may be terminated by either party for any reason with a fifteen (15) day written notice to the other party in accordance with the notice provisions in section 10.

10. NOTICE TO PARTIES

Any time this agreement requires a notice, for the notice to be effective, it must be provided to:

The GPTEC agency point of contact is:

Tinka Duran, Senior Director
2611 Elderberry Blvd.
Rapid City, SD 57703
605-721-1922

The SD-DOH agency point of contact is:

Josh Clayton, State Epidemiologist
615 E 4th St.
Pierre, SD 57051
605-773-2795

SIGNATORIES



Jerilyn Church, CEO/President
GPTLHB/GPTEC

Date: Feb 13 2024



Melissa Magstadt, Secretary
SD-DOH

Date: February 13, 2024


Jeff Clines 02/20/2024 12:38 CST

Jeff Clines, Commissioner
Bureau of Information and Telecommunications

Date: 02/20/2024

Exhibit A

Bureau of Information and Telecommunications Required IT Contract Terms

Pursuant to South Dakota Codified Law § 1-33-44, the Bureau of Information and Telecommunications ("BIT") oversees the acquisition of office systems technology, software, and services; telecommunication equipment, software, and services; and data processing equipment, software, and services for departments, agencies, commissions, institutions, and other units of state government. As part of its duties as the Executive Branch's centralized IT agency, BIT requires the contract terms and conditions of this Exhibit A. For purposes of this Exhibit, Great Plains Tribal will be referred to as the "GPTEC."

It is understood and agreed to by all parties that BIT has reviewed and approved only this Exhibit. Due to the ever-changing security and regulatory landscape in IT and data privacy, before renewal of this Agreement BIT must review and approve the clauses found in this Exhibit as being the then current version of the clauses and if any additional required clauses are needed. Changes to clauses in this Exhibit must be approved in writing by all parties before they go into effect and a renewal of this Agreement is possible.

In the event of any inconsistency or conflict between the terms of this Exhibit and the terms of the main body of the Agreement or any other exhibit or attachment to the Agreement, the terms of this Exhibit will take precedence.

The Parties agree, when used in this Exhibit, the term "GPTEC" will mean GPTEC and GPTEC's employees, subcontractors, agents, assigns, and affiliated entities.

Section I. Confidentiality of Information

For purposes of this paragraph, "Transferred Information" will include all information disclosed to GPTEC by the State pursuant to this Agreement, but specifically does not include information that:

- A. was in the public domain at the time it was disclosed to GPTEC,
- B. was known to GPTEC without restriction at the time of disclosure from the State,
- C. that was disclosed with the prior written approval of State's officers or employees having authority to disclose such information,
- D. was independently developed by GPTEC without the benefit or influence of the State's information, and
- E. becomes known to GPTEC without restriction from a source not connected to the State of South Dakota.

GPTEC understands that this information is confidential and protected under State law. GPTEC will not disclose information that could potentially identify specific recipients to third parties, unless this disclosure is necessary for a public health purpose and not otherwise prohibited by law. For purposes of this paragraph the term "third parties" refers to any entity other than SD-

DOH, GPTEC and its constituent Tribes, or the person to whom the record pertains and who has not entered into an agreement protecting the confidentiality of the data.

GPTEC shall not make any use of Transferred Information except to further the purposes of this Agreement, and will not make Transferred Information available to any of its employees, officers, agents, or third party consultants except those who have a need to access such information and who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement. GPTEC is held to the same standard of care in guarding Transferred Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Transferred Information in the strictest confidence.

GPTEC acknowledges that the State and its agencies are public entities and thus may be bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with South Dakota open records or open meetings laws.

Section II. Access Attempts

GPTEC will log all access attempts, whether failed or successful, to any system connected to the hosted system which can access, read, alter, intercept, or otherwise impact the hosted system or its data or data integrity. Logs shall be maintained not less than 7 years in a searchable database in an electronic format that is un-modifiable. GPTEC will maintain log files using application and server management utilities for not less than 7 years in a searchable database in an electronic format that is un-modifiable. Logs may be provided to the State upon request with specified date ranges and a statement of justification for the request.

Section III. Adverse Event

GPTEC must notify the State contact within three days if GPTEC becomes aware that an Adverse Event has occurred concerning Transferred Information. An Adverse Event is the unauthorized use of system privileges, unauthorized access to Transferred Information, execution of malware, physical intrusions and electronic intrusions that may include network, applications, servers, workstations, and social engineering of staff. If the Adverse Event was the result of GPTEC's actions or inactions, the State may request that GPTEC undertake a risk assessment. GPTEC agrees to notify and coordinate with State regarding investigation and response concerning Transferred Information.

Section IV. Training Requirements

GPTEC and GPTEC's employee(s) must successfully complete, at the time of hire and annually thereafter, a cyber-security training program. The training must include but is not limited to:

- A. legal requirements for handling data,
- B. media sanitation,
- C. strong password protection,

- D. social engineering, or the psychological manipulation of persons into performing actions that are inconsistent with security practices or that cause the divulging of confidential information,
- E. security incident response, and
- F. Protected Health Information.

Section V. Data Encryption

GPTEC warrants that the data exchanged pursuant to this Agreement will be encrypted in transit (including via any web interface) and at rest at no less than AES256 level of encryption with at least SHA256 hashing.

Section VI. Securing of Data

All facilities used to store and process data exchanged pursuant to this Agreement will employ industry best practices, including appropriate administrative, physical, and technical safeguards to secure such data from unauthorized access, disclosure, alteration, and use.

Section VII. Multifactor Authentication for Hosted Systems

GPTEC shall require Multifactor Authentication (MFA) for access to Transferred Information.