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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND LOCAL FIRST RESPONDERS' CALL CENTERS/DISPATCHES**

A. PURPOSE – The purpose of this Memorandum of Understanding is to ensure the confidentiality of COVID-19 data disclosed by the Division of Public Health to local first responders' call centers/dispatches under the current declared state of emergency in Executive Order 2020-04. Such data is being disclosed pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and guidance issued by the United States Department of Health and Human Services, Office of Civil Rights – *COVID-19 and HIPAA: Disclosures to law enforcement, paramedics, other first responders and public health authorities.*

Not all calls for assistance to local first responders are received through E911. Disclosure of the COVID-19 data to the approximately 67 local first responders' call centers/dispatches is necessary to prevent or control the spread of COVID-19 as well as to prevent or minimize the threat to the health and safety of first responders, receiving medical facility personnel, and corrections personnel in the discharge of their duties. Distributing the COVID-19 data through the local call centers/dispatches will also assist in maintaining, to the greatest extent possible, the confidentiality and privacy of the individuals who have tested positive.

B. RELEASE AND CONFIDENTIALITY OF COVID-19 DATA

1. The Division of Public Health will share COVID-19 data with local first responders' call centers/dispatches ("call centers/dispatches") through a mechanism created by the State agencies, such as a secured download site. The data will be shared each day during the Term. This information will also be shared, through the call centers/dispatches with first responders, receiving medical facility personnel if an individual is transported to a medical facility, and corrections personnel if an individual is transported to a correctional facility. Such data shared with these individuals may include the names and addresses of individuals who have tested positive for COVID-19.
2. The term "first responders," as used in this Memorandum, includes police, emergency medical services/paramedics, and fire personnel.
3. The term "COVID-19 data" includes, but may not be limited to:
 - a. Name of the individual who tested positive for COVID-19;
 - b. Date of COVID-19 test or "Investigation Begun" date;
 - c. Address, if available;
 - d. City/Town, if available; and
 - e. Zip Code, if available.
4. Protocols for sharing the COVID-19 information are attached as Exhibit A. All call centers/dispatches and first responder recipients of the information shall comply with the protocols.

5. Each call center/dispatch shall maintain the COVID-19 data in a secured electronic system, such as a CAD system, where access to the information shall be limited to specific employees involved in the dispatching of information to first responders.
6. Pursuant to RSA 141-C:10, COVID-19 data shall remain confidential and shall not be shared except as outlined in this Memorandum.
7. Pursuant to RSA 106-H:12 and :14, COVID-19 data shall remain confidential and shall not be shared except as outlined in this Memorandum.
8. COVID-19 data shall only be used in the delivery of emergency services and shall only be shared with first responders, receiving medical facility personnel, and corrections personnel directly involved in the care and/or the transport of the infected individual.
9. No person shall use or disclose COVID-19 data except as necessary for the protection of first responders, receiving medical facility personnel, and corrections personnel.
10. COVID-19 data received by call centers/dispatches shall only be maintained in electronic form. No paper copies or duplicate electronic copies shall be made.
11. COVID-19 data may also be received by call centers/dispatches through E911 calls. Any COVID-19 data received through E911 calls shall be protected under the terms of this Memorandum
12. COVID-19 data for each individual shall remain in the call centers/dispatches' systems for a time period of 21 days from the test/"investigation begun" date. On day 22, the COVID-19 data shall be purged and permanently deleted from the call centers/dispatches' systems. Neither the call centers/dispatches nor any first responder department shall retain COVID-19 data in any form after day 22 of its receipt.

C. RIGHT-TO-KNOW LAW – COVID-19 data shall not be subject to disclosure under New Hampshire's right-to-know law, RSA 91-A.

D. TERM – This Memorandum shall be in effect for the duration of the state of emergency declared in Executive Order 2020-04 plus 21 days.

E. AMENDMENT – This Memorandum may be amended in writing as deemed necessary by the parties.

**CALL CENTER/DISPATCH
COMMUNITY(IES) NAME(S):**

April __, 2020

Name:
Title:
Duly Authorized

DEPARTMENT OF HEALTH & HUMAN SERVICES

April __, 2020

Name:
Title: