

**AGREEMENT BETWEEN NORTHERN KENTUCKY INDEPENDENT DISTRICT HEALTH DEPARTMENT
AND DISPATCH CENTERS IN NORTHERN KENTUCKY FOR DISCLOSURE OF PROTECTED HEALTH
INFORMATION DURING COVID-19 STATE OF EMERGENCY**

WHEREAS, the President of the United States and the Governor of Kentucky have each declared states of emergencies in response to the novel corona virus (COVID-19) pandemic; and

WHEREAS, in order to mitigate the spread of COVID-19, individuals showing symptoms of illness are directed to self-isolate, and all individuals in the Commonwealth are encouraged to stay home and practice social distancing; and

WHEREAS, COVID-19 presents a severe and complex threat to the public health, safety, and welfare of citizens such that extraordinary emergency measures by first responders are warranted and necessary; and,

WHEREAS, it is necessary for the Northern Kentucky Independent District Health Department to coordinate emergency efforts with national, state, county and other local agencies and first responders for maximum effective response; and

WHEREAS, in order to protect the safety of first responders, many of whom will be called upon to enter in and about the premises of persons who may be infected with the virus that causes COVID-19, it is necessary for the Northern Kentucky Independent District Health Department to share with said first responders, confidential information such as personal health information (PHI) that is not commonly available to the general public and is otherwise protected under the Health Insurance Portability and Accountability Act (HIPAA);

NOW THEREFORE, BE IT AGREED BETWEEN THE NORTHERN KENTUCKY INDEPENDENT DISTRICT HEALTH DEPARTMENT AND THE AGENCY IDENTIFIED BELOW AS FOLLOWS:

1. "Confidential information" means information provided by the Health Department to the Agency that is not available to the general public, or is required by law or regulation to be protected from disclosure to third parties not considered part of the Health Department's "workforce" as that term is defined by federal and state health information privacy regulations such as the Health Information Portability and Accountability Act (HIPAA). Confidential information provided will include address and diagnosis of COVID-19. Such information provided by the Health Department by electronic fax shall be subject to this Confidentiality Agreement. Information the Health Department shares in writing, verbally or any form is also subject to this Confidentiality Agreement.
2. Agency, its employees, agents and assigns, understands that this data provided only represents the addresses where lab confirmed COVID -19 cases reside that have been reported to the Health Department. It does not include addresses of people who may have been clinically diagnosed by a health care provider without a test. Nor does it include addresses of people who are symptomatic but have not sought health care. Therefore, first responders should continue to take appropriate precautions including the use of Personal Protective Equipment (PPE) and follow their agency's Standing Operating Procedures (SOPs) for responding to events for which they are dispatched.
3. Agency, its employees, agents, and assigns, agrees that it will not share, disclose or discuss Confidential Information with anyone or any entity that does not have a legitimate, business-related interest in such information. Agency shall abide by <https://www.hhs.gov/sites/default/files/covid-19-hipaa-and-first-responders-508.pdf>.
4. Agency will maintain and protect the privacy of any address which the Health Department has record of being diagnosed with COVID-19 and Agency and its agents will not misuse, make public or be careless with the information. Agency may not disclose the PHI shared with it by the Health Department with any other entity or person other than first responders with a need to know; nor shall Agency post the information on any social media or discuss it or share it in any forum accessible to the general public.

Agency shall consult with the Health Department if there are any questions as to whether the information can be shared with another third party, other than a first responder with a need to know.

5. Agency understands that the PHI disclosed by the Health Department is exempt from public disclosure under the Kentucky Open Records Act under KRS 61.878(1)(k).
6. Agency understands that any violation of this Agreement by the Agency, its employees, agents, and assigns may result in significant legal ramifications to the Agency.
7. In reliance upon the above, the Northern Kentucky Independent District Health Department shall share addresses of laboratory confirmed persons known by the Health Department to be diagnosed with COVID-19. Said information shall be shared with Agency and may be communicated by Agency to its first responders through dispatch operations, with the understanding that the Agency shall maintain the confidentiality of these addresses as PHI, and consistent with this Agreement.
8. Agency acknowledges that it has reviewed all of the information above. Agency understands that compliance with the terms of this Agreement is a condition to its access to and use of PHI maintained by the Health Department.
9. This Agreement shall remain in force until the termination of the Governor's Declaration of a State of Emergency in Kentucky for COVID-19.

Have Seen and Agreed on this the 27th day of March, 2020.

NORTHERN KENTUCKY INDEPENDENT DISTRICT HEALTH DEPARTMENT

By: Lynne M. Saddler, MD, MPH
Lynne M Saddler, MD, MPH
District Director of Health

BOONE COUNTY PUBLIC
AGENCY: SAFETY COMMUNICATION CENTER

By: [Signature]
Signature

JEFFREY S. EARLWINE
Printed Name

COUNTY ADMINISTRATOR I -
DEPUTY JUDGE EXECUTIVE
Title

cc: JIM STAVELMAN, PSCC DIRECTOR
BOB NEACE, COUNTY ATTORNEY
MIKE HELMIG, SHERIFF
MARK IHARIG, F.E.M. DIRECTOR