



THE GREAT LAKES BORDER HEALTH INITIATIVE

Michigan • Minnesota • New York • Ohio • Ontario • Pennsylvania • Wisconsin

Public Health Data Sharing Agreement

Purpose of the Agreement

The purpose of this Agreement is to facilitate sharing of public health related data, both individually identified and population-related, between **signatories** for the purpose, and no additional purpose, of preventing, detecting or responding to a **public health event**, thus assuring prompt and effective identification of infectious disease and other agents that could affect public health in the Great Lakes Region, and to prevent further spread of disease.

Scope and Effect

In any question that arises pursuant to this Agreement, **signatories** will be bound by their own local law. **Signatories** are free to withdraw from this Agreement; nothing in this Agreement is intended to create binding international law. This Agreement does not create any right in, or responsibilities to, third parties.

This Agreement is subject to the laws of the United States of America, Canada and the several **signatories**. This Agreement is not to be applied in derogation of any superseding law of the United States or Canada.

Nothing in this Agreement is to be construed as an encroachment on the full and free exercise of U.S. federal authority, as an interference with the just supremacy of the U.S. over its several states, as affecting the federal structure of the United States or as enhancing the political power of the party states at the expense of each other or other U.S. states.

Notice of Withdrawal

Withdrawal of any signatory from this Agreement is effective 30 days after written notice of intent to withdraw is sent to the other **signatories**.

Definitions

When used in this Agreement, the following terms have the meanings ascribed below:

“**Health data**” is written, electronic, oral, telephone, or visual information, **identifiable** or population based, that relates to an individual’s or population’s past, present or future physical or mental health status, condition, treatment, service or products purchased and includes, but is not limited to, laboratory test data or samples;

“**Identifiable data or information**” is specific to an individual and may include elements such as demographic information, address, date of birth, etc. Data or information is “**identifiable**” if it directly identifies an individual or there is a reasonable basis to believe it could be used to identify an individual. Information may also be “**identifiable**” if it meets the definition as contained in an applicable law. This type of

information is defined by applicable federal, provincial and state laws and the definitions in those laws may vary from **jurisdiction to jurisdiction**;

An “**infectious disease agent**” is the causative agent of an illness or health condition that may trigger reporting requirements or requests under the governing law or regulations of any of the **signatories’ jurisdictions** or of the Governments of the United States or Canada or implementation of public health protection measures and/or emergency response procedures;

A “**public health event**” is an occurrence or imminent threat of an illness, communicable disease or health condition with the potential for cross-border implications that could trigger implementation of emergency health response procedures or reporting requirements or requests under the governing law or regulations of any of the **signatories’ jurisdictions** or of the Governments of the United States or Canada;

A “**signatory**” is a **jurisdiction** participating in this Agreement; a “**receiving signatory**” is a **signatory** to this Agreement which collects, uses, or discloses **health data** from another **signatory**; a “**sending signatory**” is a **signatory** to this Agreement which sends or delivers information to the **jurisdiction** of another **signatory**;

A “**jurisdiction**” is a governmental unit having a territory of control as or in a First Nation, Tribal, state, province or other government unit, including agencies and ministries.

Regional cross-border communication and coordination

The **signatories** will maintain a joint working group to confer at least annually for the purpose of reviewing and maintaining the procedures by which to share the information necessary for an effective response to a **public health event** and to conduct joint communication and coordination of information before and during a **public health event**. Such procedures are set out in the most recently approved “Great Lakes Border Health Initiative Infectious Disease Emergency Communications Guideline.”

Document repository

As designated by the joint working group, each **signatory** should provide copies of their respective statutes or regulations related to **public health events, infectious disease agents** and other relevant material as needed to every other **signatory**. Each **signatory** should ensure that the copies so provided are accurate and current. The **signatories** should jointly identify and maintain in common a set of materials, which they agree reflect the applicable laws and regulations of the Governments of the United States and Canada.

Dissemination of health data

The **signatories** recognize that, in order to safeguard the health of their populations and facilitate emergency preparedness and response, their respective agencies or ministries charged with the protection of public health should exchange individual and/or population-level or epidemiological **health data**, consistent with all applicable laws in their respective **jurisdictions**.

Each **signatory** will endeavor to provide **health data** regarding an **infectious disease agent** or **public health event** to every **signatory** to which it is relevant. Exchange of data will occur

according to the policies and procedures that are adopted by the working group and contained in the most recently approved “Great Lakes Border Health Initiative Infectious Disease Emergency Communications Guideline.”

Protection of health data

The **signatories** recognize the importance of safeguarding individuals’ privacy in exchanging and using **health data** while simultaneously recognizing a compelling interest on the part of the **signatories** to share **health data** to prevent, detect and respond to **public health events** for the protection of public health and safety.

Health data will be maintained and kept by receiving **signatories** according to the law by which the receiving **signatories** are bound and for the reason intended by the sending **jurisdiction**. **Signatories** will furthermore endeavor to protect data received from another **signatory** to the fullest extent permissible under law. **Signatories** will endeavor to notify a sending **signatory**, at the earliest possible time, if a request for **health data** provided by that **jurisdiction** is made under the receiving **signatory**’s Freedom of Information Act or the equivalent of such an act under that **jurisdiction**’s law, or the receipt of a subpoena. Nothing in this Agreement is to be construed so as to require any **signatory** to transmit **health data** in contravention of the law under which the sending **signatory** is bound.

Additional signatories

Nothing in this Agreement precludes additional **jurisdictions** with public health responsibilities in the Great Lakes region from becoming **signatories**, subject to approval of the working group.