

## Agency Memorandum of Understanding for MinnesotaHelp Network™ Tools

***The MinnesotaHelp Network™ is Minnesota's Aging and Disability Resource Center and is designated under federal and state law (MN State Statutes 256.975, Subd. 7 (a) and 256.975 Subd. 7(b)(12)(i)) to serve as a "visible and trusted" source where people can turn for objective information about their long-term services and support options and their Medicare and other health care benefits. A service of the Minnesota Board on Aging and other partners, the MinnesotaHelp Network™ provides "one-on-one" long term care options counseling and advice to help consumers to fully understand how available options relate to their particular needs. The Network provides streamlined access to all long-term services and support programs, some of which are statutorily mandated and others which are offered as a person centered response to a citizen's challenges or questions. This Memorandum of Understanding is an agreement between the Agency and the MinnesotaHelp Network™ about how any staff or volunteers designated by the Agency will (and will not) make use of any of the tools to which they are given access.***

The Memorandum of Understanding establishes protocols for Agencies which employ any staff or volunteers who become end-users of the MinnesotaHelp Network™ tools by installing on any equipment or using on the internet in the form of a web-based application:

- Revation Systems, Link Live & Communicator,
- North Light Web Referral & Web Report (Logi-XML Ad Hoc Reporting),
- Minnesota Board on Aging Extranet.

These Web & software applications hereinafter shall be referred to as the "MinnesotaHelp Network™ tools". The protocols referenced in this memorandum are intended to protect the rights and privacy of MinnesotaHelp Network™ clients and as well as those of MinnesotaHelp Network™ staff, Agency staff and volunteers, state and federal staff, contractors, subcontractors, seasonal employees and certified volunteers.

When assisting MinnesotaHelp Network™ clients, members of the MinnesotaHelp Network™ staff, Agency staff and volunteers, state and federal staff, contractors, sub-contractors, seasonal employees, and certified volunteers shall follow these protocols:

- Use and disclosure of client's personally identifying information (PII) and/or protected health information (PHI) will only be to the extent necessary to perform the work required to assist the client. Particular emphasis should be placed on restricting disclosure only to those persons who have a definite need in order to perform their work on the client's behalf.
- Do not reproduce PII & PHI unless specifically permitted by the client or authorized by law.

- Refrain from disclosing a client's PII & PHI to third parties unless written consent is provided by the client or authorized by law. Return or deliver to the client, when requested, all PII & PHI or copies thereof to the client or their designee.
- Adhere to privacy and security standards provided through Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules and the Minnesota Government Data Practices Act.
- An authorized Agency representative will communicate with their local Senior LinkAge Line® regional contact center representative, which will in turn work with MinnesotaHelp Network™ tool administrative staff to request new or additional user authentication information. End users should work with the local designated staff and follow the process of obtaining access to the tools.
- Promptly contact the local Senior LinkAge Line® regional contact center representative to request removal of authentication information for users who are no longer authorized to use MinnesotaHelp Network™ tools (due to resignation, termination, change of role, end of grant, etc.).

MinnesotaHelp Network™ tools are to be used only for the purpose for which they are authorized and should not be used for personal gain or use. Accounts are to be used for MinnesotaHelp Network™ activities only and must be managed in an effective, efficient, ethical and lawful manner. In the text below, "Agency users" refer to staff members or volunteers of the undersigned Agency who utilize the MinnesotaHelp Network™ Tools:

- Agency users are responsible for protecting any information used and/or stored on or in their accounts.
- Agency users are required to report any weaknesses discovered in any of the MinnesotaHelp Network™ tools, which includes any incidents of possible misuse or violation of this agreement by contacting their local Senior LinkAge® Line regional contact center representative.
- Agency users shall not attempt to access any data or programs contained within any of the MinnesotaHelp Network™ tools unless explicit consent from the Minnesota Board on Aging has been granted.
- Agency users shall protect their system authentication information (e.g. username and password combinations) and should not share or provide this information to other people/users.
- Agency users shall not purposely engage in activity with the intent to: harass users/clients; degrade the performance of the MinnesotaHelp Network™ tools; deprive an authorized user access to the MinnesotaHelp Network™ tools; obtain extra resources, beyond those allocated; circumvent security measures or gain access to MinnesotaHelp Network™ tools for which proper authorization has not been granted.
- Agency users shall not download, install or run software or utilities which reveal weaknesses in the security of a system.

Electronic communications (e.g. instant messaging, desktop/document sharing, VoIP, and Video broadcasting) are for authorized use only. Fraudulent, harassing or obscene messages and/or

materials shall not be sent from, to or stored on any of the MinnesotaHelp Network™ tools. For example, MinnesotaHelp Network™ staff, Agency staff, state and federal staff, contractors and sub-contractors shall not run password cracking programs or attempt to bypass security even if for purposes of noting security gaps, without providing written notice that a security audit is being conducted to the Minnesota Board on Aging. All communications within these tools are recorded for compliance and training purposes and are stored on the MinnesotaHelp Network™ servers which are administered by the Board on Aging and its designated Area Agencies on Aging that act as the lead for the MinnesotaHelp Network™ tools. The Board on Aging is the owner of the data generated on the server and the Minnesota Board on Aging Records Retention policy is followed in relation to the storage of all data.

#### Data privacy

The Minnesota Board on Aging and all members of the MinnesotaHelp Network™ shall protect consumers' privacy and security while using the MinnesotaHelp Network™ tools. By signing this agreement, the agency warrants that it has obtained sufficient consumer permission to share information with the MinnesotaHelp Network™ users. All calls, chats and other usage information are recorded and may be used for monitoring. Approved agency users should be notified of this prior to a tool being installed and used. While rare, any consumers who are transferred into the system by a MinnesotaHelp Network™ member must be given the following warning. This warning must be done verbally prior to making the transfer:

*“Your call [or chat] information is recorded for compliance and training. Ask the Linkage Line specialist if you want to know more about privacy rights.”*

#### Disclosure of information

The MinnesotaHelp Network™ does not sell, rent or publish any users' or consumers' personal or private information and adheres carefully to federal and state standards for data privacy. In addition, the Network endeavors to restrict access to any tools or information except where necessary to perform required duties. Therefore the designated liaison shall alert the Board through the MinnesotaHelp™ Network Response Reporting form located at this URL: <http://publicforms.mnagingproviders.org/en/Forms/TechRequest.aspx> when an employee or volunteer terminates.

A signed Agency Memorandum of Understanding for MinnesotaHelp Network™ Tools will be valid until the agency terminates the agreement or until the agreement is modified, at which time the Minnesota Board on Aging will reissue the agreement with changes and obtain a new Agency signature. This agreement is subject to change at any time.

I have read and understand the Agency MinnesotaHelp Network™ Memorandum of Understanding and agree to comply with all protocols, terms and conditions contained herein.

The original document must be signed, dated, scanned and uploaded to a MinnesotaHelp

Network™ Response Reporting form located on the Web at this URL:  
<http://publicforms.mnagingproviders.org/en/Forms/TechRequest.aspx>. Please do NOT submit  
this form via email, fax, US mail or through any other means than attaching it to a  
MinnesotaHelp Network™ Response Reporting form.

Agency Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature of Agency Representative: \_\_\_\_\_

PRINT name of Agency Representative: \_\_\_\_\_

Title of Agency Representative: \_\_\_\_\_

Agency Representative's Email Address: \_\_\_\_\_

Name of Agency IT Support Person: \_\_\_\_\_

Email Address of Agency IT Support Person: \_\_\_\_\_