

## **EXHIBIT A**

### **STATE OF SOUTH DAKOTA**

#### **Information Sharing and Confidentiality Agreement**

Nothing in this Exhibit A to the Interagency Multidisciplinary Team (“Team”) Memorandum of Understanding (MOU) is intended to prevent the sharing of information between interagency multidisciplinary Team Members for the purpose of investigating a crime or providing services to victims, as defined in SDCL 23A-28C-4 (Victim), in the course of the team member’s specialty or occupation. For the purpose of this Exhibit A, “Team Member” shall mean the individual members of the Team.

1. Confidential information shall mean all information disclosed or shared among the Team Members, including all written or oral forms or formats, for the purpose of investigating a crime or providing services to Victims, as defined in SDCL 23A-28C-4, in the course of the Team Member’s specialty or occupation (“Confidential Information” hereinafter). Confidential information shall not include information that:
  - a. Was in the public domain at the time it was disclosed among Team Members;
  - b. that is disclosed with the prior written approval of all of the Team Members;
  - c. was independently developed by a Team Member without the benefit or influence of other team members;
  - d. becomes known to Team Member without restriction from a source not connected to the team.
2. Each Team Member may use Confidential Information as necessary to perform the scope of their duties and as necessary to accommodate an emergency situation as determined by the team member who wishes to make the disclosure. Nothing in this Exhibit A is intended to restrict a Team Member’s ability to investigate a crime or provide services to a Victim.
3. The Team Members shall not:
  - a. Disclose any Confidential Information to any third person unless otherwise allowed under this Agreement. For purposes of this Exhibit A, “third person” does not include employees, officers, or agents who have a need to know the information;
  - b. make any use of Confidential Information except to exercise rights and perform obligations as a member of the Team as contemplated in SDCL 23A-28C;
  - c. make Confidential Information available to any of its representatives, employees, agents, sub-contractors, or any person within the direction or control of the Team Member who do not have a need to know such information.
4. Notwithstanding any other provision in this Exhibit A, the Team Members may use Confidential Information as necessary to do their jobs in a manner consistent with the standard operating procedures of their individual Agencies or in a manner otherwise allowed by law.

5. The Team Members are held to the same standard of care in guarding Confidential Information as they apply to other confidential information to which they have access in the course of their duties.
6. The Team Members shall protect the privacy of the Confidential Information from the time of receipt to the time that such information is either returned to the disclosing party, destroyed to the extent that it cannot be recalled or reproduced, or maintained in the same manner that the Party maintains its own confidential information.
7. The Team Members understand that the Confidential Information is confidential and protected and not open for inspection or copying pursuant SDCL 1-27-1.5 and agree to immediately notify the other Team Members if the information is disclosed, either intentionally or inadvertently.
8. The Team Members shall ensure compliance with this Agreement by its representatives, employees, agents, sub-contractors, or any person within the direction or control of the Team Member having access to Confidential Information, and agree not to provide such Confidential Information to any of its representatives, employees, agents, sub-contractors, or any person within the direction or control of the Team Member who does not have a need to know such Confidential Information.
9. The provisions of this Exhibit A are binding on a Team Member as long as they are participating on the Team and continue even if the Team member leaves the Team. At no point in time is a Team Member authorized or allowed to disclose the Confidential Information except as described in this Exhibit A.
10. This Exhibit A contains the entire obligations of the Team Members concerning information sharing and Confidential Information.
11. This Exhibit A is not intended to, and does not, authorize a use or disclosure of information otherwise prohibited by law.