

This document contains a sample template for a data sharing agreement and use and disclosure of client information. Within the data sharing agreement there are important areas to consider for inclusion. At a minimum the agreement should specify the following: parties involved, including contact information; the purpose or need for the data sharing agreement; nature of the data to be collected; access and confidentiality of data; how the data is to be used; how and in what situations the agreement can be severed by either party; and relevant legal authorities (tribal, state, local, federal).

DATA SHARING AGREEMENT

between
<Organization Title>
and
<Organization Title>

I. ENTITIES RECEIVING AND PROVIDING DATA

ENTITY RECEIVING DATA: OFFICE:

CONTACT PERSON:

TITLE:

ADDRESS:

PHONE NUMBER:

EMAIL:

FAX NUMBER:

ENTITY PROVIDING DATA:

CONTACT PERSON: TITLE:

ADDRESS:

PHONE NUMBER:

EMAIL:

FAX NUMBER:

II. PURPOSE, AUTHORITY AND TERM OF AGREEMENT

A. PURPOSE

To facilitate the health of <specify population or group> X agency or organization and Y Health Department are entering into an agreement which will allow the exchange of data and specification of data access and utilization. Y will provide data collected to X for the purposes of <specify >.

B. LEGAL AUTHORITY

1. X is a <health department, etc.> whose mission is...

2. Y is an <organization, agency, health department, etc.> whose mission is for public benefit.

C. PERIOD OF PERFORMANCE

This Agreement shall be effective when signed by both parties and shall continue until terminated pursuant to the termination clause contained herein.

III. DESCRIPTION OF DATA/DATA WORKPLAN

The following data will be provided under this agreement: <list of specific data items and agreement parameters>

If applicable, all data generated by this project shall be approved for dissemination by the <specific IRB> Institutional Review Board and <any other relevant approvals, including health departments>.

IV. ACCESS TO DATA

A. METHOD OF ACCESS AND TRANSFER

Data will be obtained and/or accessed in the following manner:

B. PERSONS HAVING ACCESS TO DATA

All persons who will have access to data must complete a data privacy training through < specify >.

Prior to the transfer of any data, staff members and researchers who will have access to the data shall sign <relevant confidentiality statement/assurances>, (signed copies shall be provided to X).

C. FREQUENCY OF DATA EXCHANGE

Data will be exchanged as needed to meet reporting requirements as well as on an ongoing basis between X and Y staff for the entire length of the project.

V. SECURITY OF DATA

Datasets containing protected health information (PHI) shall be encrypted or otherwise protected as specified. All reasonable precautions shall be taken to secure the data from individuals who do not specifically have authorized access. Data shall be kept on a password-protected file server located in a secure environment. Data will be kept in a separate directory on server which is also password-protected and will be accessible only by Y evaluators or staff members specifically authorized access as provided in this Agreement.

VI. CONFIDENTIALITY

A. REGULATIONS COVERING CONFIDENTIALITY OF DATA

The use and disclosure of information obtained under this contract shall be subject to <specific legal authority>. X and Y shall maintain the confidentiality of any information which may, in any manner, identify individual subjects.

Confidentiality of all data must be ensured.

B. NON-DISCLOSURE OF DATA

Y shall not disclose, in whole or in part, the data described in this agreement to any individual or agency not specifically authorized by this agreement.

Data shall be provided on a timely basis. Y will document uses and users of the data and will report this information routinely back to the X <designated official>.

- C. Y will not disclose directly to, or use for the benefit of, any third party confidential information, knowledge or data acquired by virtue of its relationship with the other party named in this Agreement, without the prior written approval of the other party. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration of termination of this Agreement.

VII. PROPERTY RIGHTS

Original materials prepared by Y, including, without limitation: reports, proposals, analysis, writings, sound recordings, pictorial reproductions or materials of any type whatsoever, are and shall remain the <sole and exclusive or joint property> of <stipulate organization, or health department>. Y will assert no right, claim or interest of any nature whatsoever with respect thereto, including specifically but, without limitation, any claim to statutory copyright.

Data Use and Ownership

X shall be cited as the source of the data in all tables, reports, presentations, and scientific papers, and Y shall be cited as the source of interpretations, calculations, and/or manipulations of the data.

VIII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

IX. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

X. RIGHT OF INSPECTION

Y shall provide X the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

XI. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Organization X <health department>

Name/Title

Date

Name/Title

Date

Organization Y <agency/health department receiving data>

Name/Title

Date

Name/Title

Date

USE AND DISCLOSURE OF CLIENT INFORMATION

Staff with access to confidential client information are responsible for understanding rules for use rules of behavior with respect to disclosure of the information. Outlined below are key elements for staff to remember:

A. CONFIDENTIALITY OF CLIENT DATA

1. Individually identifiable patient data is confidential and is protected by various state and federal laws.
2. Confidential patient information includes all personal information (e.g., name, birth date, social security number, diagnosis, treatment, etc.) which may, in any manner, identify the individual.

B. USE OF CLIENT DATA

1. Client data may be used only for purposes directly described in the data sharing agreement between X and Y
2. Any personal use of patient information is strictly prohibited.
3. Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

C. DISCLOSURE OF INFORMATION

1. Identified patient information may not be disclosed to other individuals or agencies.
2. Questions related to disclosure are to be directed to X.
3. Any disclosure of information contrary to 1 above is unauthorized and is subject to penalties identified in law.

Name (print): _____

Signature: _____

Date: _____

Approved By: _____

Authorizing Official, X <health department>

Signature: _____

Date: _____