

DATA USE AND SECURITY AGREEMENT

This Data Use and Security Agreement (hereafter referred to as “Agreement”) effective as of Date (“Effective Date”), is made by and between **Department of Social Services** (the “Data Provider”) and **Agency** (hereafter referred to as the “Data Recipient”). Data Provider and the Data Recipient will be collectively referred to as the “Parties.”

As a non-profit research organization, Data Recipient, under the Name of project will receive and analyze administrative child welfare data for research purposes. Specifically, Data Recipient, will be collecting the administrative child welfare data for the purpose of researching the implementation and outcomes of the project.

Data Recipient is bound by a variety of Government regulations and laws, as well as contractual obligations with all its clients, to be accountable for information confidentiality, integrity and security. Similarly, individual consultants and vendors, including their subcontractors, in the employ of Data Provider must be accountable for data security in the performance of Data Provider’s work.

This Agreement addresses the terms and conditions under which Data Provider will disclose the data to Data Recipient and the terms in which Data Recipient may use the data to carry out the terms of the scope of work pursuant to the contract noted above.

Data Recipient agrees to protect the data provided by Data Provider in accordance with all applicable laws and regulations, which may include, but not be limited to the requirements detailed below. By signing this Agreement, The Data Recipient acknowledges that violation of this Agreement may have potential criminal, administrative, monetary and/or civil penalties.

And in accordance with a Data Use Agreement, Data Recipient has agreed to protect the confidentiality of the data and to ensure that any other authorized users of the data create, receive, maintain, or transmit confidential information with the same restrictions, conditions, and requirements that apply to the Data Recipient with respect to such information.

And in accordance with consent provided by participants and approved by the applicable Institutional Review Board (IRB), Data Recipient has agreed to protect the confidentiality of the data and to ensure that any other authorized users of the data create, receive, maintain, or transmit confidential information with the same restrictions, conditions, and requirements that apply to the Data Recipient with respect to such information.

And this data may be covered and protected under The Data, Technical and Privacy Standards of the McKinney-Vento Homeless Assistance Act of 1987, as amended, Title VII, Subtitle B; 42 U.S.C. 11431-11435. Data Recipient has agreed to protect the confidentiality of this data and to ensure that any other authorized users of the data create, receive, maintain, or transmit confidential information with the same restrictions, conditions, and requirements that apply to the Data Recipient with respect to such information.

This Agreement supersedes all agreements between the Parties with respect to the use of data specified in this Agreement and provided by Data Provider. The terms of this Agreement can be changed only by written modification to this Agreement or by the Parties adopting a new Agreement.

To this end, the Parties agree to the following terms regarding the release and use of data provided by Data Provider hereunder.

1. Data to be Exchanged:

- a) Data Recipient shall provide Data Provider with a “Finder File” that includes the following information:
 - i. Study Participant Identifier- The identifier is a unique record of the study participant that does not contain any personal identifying information

Data Provider will use this “Finder File” solely for the purpose of generating the data files requested by Data Recipient. Immediately upon completion of the Project or, if sooner, upon termination of this Agreement, Data Provider will destroy all PII and all copies or portions thereof provided by the Data Recipient.

- b) Under this Agreement, the Data Recipient will be provided the following data files:

All historical data for each child participating in the project, as well as information for each kinship caregiver providing care for the child. The data includes the following elements:

- Maltreatment allegations
 - Hotline calls or other reports of concerns about maltreatment, with dates of allegations.
- Disposition of maltreatment allegations, including:
 - Recommendations made as a result of the maltreatment allegation, including referral to services, that did not include removal of the child.
 - Recommendation for removal of the child from their home.
- In the case of a removal
 - Start and end dates of the out-of-home placement.
 - Type of placement
 - Kinship care
 - Foster care
 - Congregate care
 - Placement changes that occurred during the removal episode, with start and end dates of each placement.
 - Permanency goal for the child
 - Including reunification, adoption, any other plan.
 - Exits to permanency.

Appendix A, which is attached hereto and incorporated into this Agreement, includes data from forms (*specify state data forms, if applicable*).

- c) The Parties mutually agree that the Data Recipient does not obtain any right, title, or interest in any of the data provided by Data Provider other than that allowed by the Contract Number noted above.
- d) The Parties mutually warrant that the data provided will be used solely for the purposes described in the scope of work under the terms of the contract and for no other purpose.

- e) The Data Recipient agrees not to attempt to link or merge records in an attempt to seek the identity of or to contact individuals when the Data Recipient is provided with de-identified data and the scope of work does not require further identification.

Insert the paragraphs below as applicable to your project

- f) Data Recipient may link or merge records with its own survey data and with other records it has created or obtained related to study participants for research purposes.

2. Data Custodian & Point of Contact:

- a) The Parties mutually agree that the following named individual is designated as the “Custodian” of the data on behalf of the Data Recipient and will be responsible for observing the security and privacy arrangements specified in this Agreement.
- b) The Parties mutually agree that the following named individual will be designated as the point-of-contact for this Agreement on behalf of Data Provider.

	Custodian for Data Provider		Point of Contact for Data Recipient
Name		Name	
Title		Title	
Organization		Organization	
Street Address		Street Address	
City/ State/ Zip		City/ State/ Zip	
Phone Number		Phone Number	
E-Mail Address		E-Mail Address	

3. Authorized Users of the Data:

- a) Data Recipient agrees that access to the data provided under this agreement will be limited to the minimum number of individuals necessary to perform the work.
- b) With the exception of Data Recipients Client, the data shall not be shared or made available to any unauthorized personnel or other third party. If the sensitivity of the data warrants it, and at the request of Data Provider, Data Recipient agrees to provide a roster of the names of the individuals having access to the data.
- c) The Data Recipient agrees to ensure that any agents, including subcontractors, to who it provides the data, agree to the same restrictions and conditions that apply to the Data Recipient with respect to such information.

Insert the paragraphs below if applicable to your project

- d) The Parties mutually agree that the data provided under this Agreement and/ or any derivative file(s) may be submitted to the Data Recipient. Any data submitted to the Client **will not** contain any personal identifiable information (PII) that would allow for simple identification of the study participants information.

4. Term of Agreement:

This Agreement will commence on the Effective Date noted above and will expire on **Date**, the last date of Data Recipient's contract with Client. Notwithstanding the foregoing, this will terminate before the expiration of the stated term upon written agreement of the Parties. Any use of the data beyond the expiration date above shall require both Parties to execute a modification to this Agreement.

5. Data Destruction:

The Parties mutually agree that the data provided under this Agreement and/or any derivative file(s) may be retained only for the duration of this Agreement. At the end of this Agreement, the Data Recipient must return or destroy all original data files and any derivative files as specified in the scope of work. Notwithstanding the foregoing, Data Recipient may retain a copy for archival purposes for a period of twelve (12) months after expiration of this Agreement.

6. Data Security:

- a) The Data Recipient agrees to use appropriate administrative, technical and physical safeguards to protect the data. Authorizations should be based on the principals of need to know, least privilege and separation of duties. Secured storage should be used to protect the data and encryption should be used when transmitting the data over unsecured means (such as e-mail). Data must be stored at the site specified and not moved without notifying Data Provider's point-of-contact.
- b) The Data Recipient agrees to notify Data Provider promptly of any unauthorized disclosure of the data.

7. Inspection:

The Data Recipient agrees that authorized representatives of Data Provider will be granted access to the Data Recipient's premises where the data files are kept for the purpose of inspecting security arrangements to confirm compliance with this Agreement.

8. Scope of Relationship:

This Agreement will not constitute a partnership, agency or joint venture, and neither party may bind the other to any contract, arrangement or understanding except as specifically stated herein or otherwise mutually agreed to in writing by the parties.

9. Publication and Use of Name:

- a) Under Data Recipient's prime contract with Client, Data Recipient may publish reports discussing their research and findings under the Program. In such reports, Data Recipient may disclose and publish the aggregated statistics based on the data files provided under this Agreement. Under no circumstances shall Data Recipient publish the raw, quantitative data or PII in connection with that data provided under this Agreement.
- b) Data Recipient is authorized to use Data Provider's name as the source of the data provided in this Agreement in any future public presentation(s) or report(s) without prior written consent.

10. Headings:

Descriptive headings used in this Agreement are for convenience only and must not be used to interpret this Agreement.

11. Limitation of Liability and Indemnification:

It is the intent of the Parties that each Party shall remain liable, to the extent provided by law, regarding its own acts and omissions. In no event shall either Party be liable under any provision of this Agreement for special, indirect, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits

12. Compliance:

- a) The Parties mutually acknowledge that certain types of personal, health and financial data are protected by Government regulations and laws, including but not limited to the Privacy Act of 1974 (5 U.S.C. 552a et seq.), the Sarbanes-Oxley Act and the Gramm-Leach-Bliley Act of 1999. The Parties further mutually acknowledge that there are administrative, civil, or criminal penalties for disclosure or misuse of these data.
- b) By signing this agreement, the Data Recipient agrees to abide by the provisions noted in this Agreement for the protection of the data file(s) noted, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement.

The signatories below hereby attest that he or she is authorized to commit to this Agreement on behalf of their respective organization and further agrees to abide by all of the terms specified in this Agreement.

DATA RECIPIENT:

_____	_____
Name	Title
_____	_____
Signature	Date

DATA PROVIDER:

_____	_____
Name	Title
_____	_____
Signature	Date

APPENDIX A

We will accept the data in the format that works best for you. We would like the following data elements for children receiving services:

- County
- County case #
- Date of initial report
- Date that CPS assessment was initiated
- Date of decision
- Child ID
- Date of birth (just year)
- Sex
- Race/ethnicity
- In school
- Grade
- Living arrangement
- Perpetrator relationship
- Services
- Maltreatment type reported
- Maltreatment type found
- Findings Reason
- Type of maltreatment found
- Beginning date
- Reason for termination of DSS placement authority
- Termination date
- Family structure
- Family preservation services
- # of children in home
- Relationship of first/second caretaker
- Date plan realized
- Living arrangement types
- Living arrangement begin dates
- Living arrangement end dates