

DATA SHARING AGREEMENT

I. PARTIES

This Agreement is made between the [Name of tribe] as represented by [Name of tribal child welfare agency], and the University of Washington-an agency of the State of Washington ("UW").

II. INTRODUCTION

The [name of tribe] support the use of available child welfare data for purposes of research. No study may contain the name or other information by which a subject of a report in [name of tribal child welfare agency] Rite Track System, the Adoption and Foster Care Reporting and Analysis Reporting System ("AFCARS"), and the human resource administrative data may be identified. The information to be released pursuant to this Agreement is necessary to conduct a robust analysis of QIC-EY, which is expected to bring systemic change that will be reflected through intentional policies, practices, and culture shifts – at first, within the selected pilot sites and, later, to the nation at large. The new center is expected to raise awareness, and to change the mindsets of caregivers, social work professionals, families, court personnel and other support agencies in order for youth to be recognized as competent, knowledgeable parties who deserve to have input and decision making power about their lives.

The purpose of this document is to set forth the scope of each party's responsibilities and set forth the conditions regarding the use of data from the Rite Track System, AFCARS and human resource administrative data for the purpose of evaluating the impact of the QIC-EY curriculum on placement stability, permanency, and child well-being among children and youth exposed to the youth engagement model. In addition, child workforce retention and satisfaction will also be evaluated. These data will be compared to a similar size sample of children and youth served by the {tribal child welfare agency] who have not been exposed to the QIC-EY intervention.

[Tribal Child Welfare Agency] and the UW, agree that this effort is an important project that will require their collaborative effort as defined in this Agreement.

III. RESPONSIBILITIES OF [Tribal Child Welfare Agency]

1. Designation of staff contact – The tribal child welfare agency shall designate one liaison to support and facilitate the data request, The functions of the liaison will be as follows:
 - a. Serve as the single point of contact for the evaluation partner, the UW in the School of Social Work; and
 - b. Coordinate all data requests.

2. [tribal child welfare agency name] will transfer the de-identified data in the attached document to [research name], the lead evaluator, and Associate Professor, at UW via a secure server.
 - a. The survey data (computer assisted and paper surveys) in encrypted form will be sent to [name of evaluator] (PI for the evaluation team at UW) for data cleaning, running of initial analyses, development of scales and syntax files, and general examination of descriptive information to ensure data quality and accuracy. Upon cleaning the data at UW, a copy of the data will be immediately transferred to the (tribal child welfare agency) data repository unit for data access and storage by the (tribal child welfare agency) team, if requested by the tribal child welfare agency.
 - i. De-identified files are transferred from the study site to UW via "Sharepoint". Sharepoint uses modern encryption methods to both transfer and store your data and Secure Sockets Layer (SSL) and AES-256-bit encryption. Sharepoint allows for: 1) in the event of limited internet connectivity/bandwidth in some of the rural locations. Sharepoint allows the research coordinator to simply drag and drop files without tying up bandwidth and possibly locking up the computer or shutting down the system; 2) staff at the UW are notified immediately when the files are transferred to Sharepoint and are able to pick them up and place them on the UW server immediately.
 - ii. The ease of transferring files reduces the time files are left on laptops.
 - b. The survey data will be co-housed at tribal child welfare agency and at UW until 6 years post termination of project in compliance with University of Washington record retention procedures. This allows both research teams to have access to the data and to ensure completion of all data analytic strategies required to fulfill the aims of the grant and to fulfill tribally sanctioned dissemination activities. Upon completion of the project unless the UW researchers receive tribal approval for continued access to the data, the data housed at UW must be destroyed at 6 years post termination of the project.
3. Name of Tribal child welfare agency reserves the right to request at any time that the Tribal name as well as all potential identifiers of the tribe be excluded or changed to protect tribal confidentiality for dissemination purposes. In other words, although the tribal child welfare agency may agree to publishing some findings because they would be beneficial to tribal peoples, they may determine that it is in the best interests of the Tribe to not be identified in that particular publication or presentation to protect tribal interests; and, if so, then all identifying information will be changed to protect the Tribes' confidentiality in the publication or public presentation.

IV. RESPONSIBILITIES OF the UW.

1. Designate a staff contact —the UW designate, [name of researcher], and UW administrative and technical team, to support and facilitate the data request. The functions of the designate will be as follows:
 - Serve as a single point of contact for tribal child welfare agency; and
 - Coordinate all data requests.
2. The UW will provide tribal child welfare agency with information on study design and will provide tribal child welfare agency with the final report.
 - Only Designees from the UW evaluation team - and the tribal child welfare agency will have access to the Sharepoint folder. Sharepoint files are deleted immediately after transfer to UW servers, and the trash is purged.
 - i. No names or identifying information will ever be stored in the UW server encrypted database or data files that will later be used for statistical analyses. All information transferred between client and server machines will be secured using 128bit encrypted Secure Sockets Layer (SSL). This is the same level of encryption used for most banking transactions and offers the highest degree of protection available for data transfer. The server is physically located in a secure, commercially protected co-location facility with 24-hour locked and monitored key-card access, within a locked room, within a locked server rack, with a locking face-plate protecting the server itself from physical access without authorization. Electronic protection is provided by a commercial-grade firewall, with continuous monitoring of the server for any attempts at electronic invasion. We have previously used these procedures to conduct web-based assessment of sensitive and illegal behaviors.
3. The tribal child welfare agency reserves the right to require the deposit of raw materials or data and working papers or preliminary reports in their tribally designated repository, with specific safeguards to preserve confidentiality. Duplicates of data will be required to be stored in the tribal data archive as soon as the data is prepped and cleaned. Tribal child welfare agency has authority to designate UW to temporarily house duplicates of the data (as noted above) in order to complete the data analyses to fulfill the aims of the grant and to prepare for dissemination. All duplicate data housed at UW will be destroyed at the termination of the study unless otherwise specified by the Tribe.

4. Six years after termination of the grant and upon completion of the time allotted to fulfill tribally approved publication and dissemination activities, all data housed at UW must be returned to the tribe or destroyed per the Tribes' request and per pre-approved human subject procedures. If UW researchers want continued access to data beyond the approved time period, then the researchers must submit written justification and a timeline to the Tribe and receive tribal approval before continuing to use the data.

V. CONFIDENTIALITY

Tribal child welfare agency and the UW must protect client confidentiality while sharing the data necessary to complete the study. The use of this information is confined to the activities that are essential to the study. The UW may have access to this information only for the purposes of completing the study described herein.

1. All information disclosed by tribal child welfare agency is confidential and their evaluators from the UW agree not to disclose any identified information obtained from the tribe to any persons not directly involved in the study unless it obtains express written approval by the tribe.
2. All findings and analyses shall be provided to the tribe for review via preliminary reports. Upon receiving the reports, the tribe shall review and, within thirty (30) days of receiving the reports, let UW, know if any confidential information or information deemed to be sacred by definition of the tribal nation is included in the reports. UW may publish or disseminate in conferences or meetings the findings and analyses that do not contain any confidential information or information deemed to be sacred by definition of the tribal Nation. Further, UW knows that use or disclosure of this confidential information for any purpose other than as intended by this Agreement is strictly prohibited by state and federal law.
3. Except as otherwise provided herein, no party acquires any intellectual property rights of any other party under this Agreement. Nothing in this Agreement grants any party any right to use any confidential information or any information deemed to be sacred by definition of tribal Nation, for any purpose other than those stated in this Agreement. Neither party shall make, have made, use, or sell for any purpose any product, service, or other item using, incorporating, or derived from any confidential information of another party.
4. UW understand and agrees to all provisions of this Agreement.
5. UW will use the information only for the purpose of the study.
6. Non-tribal Nation investigators interested in accessing the data for dissertation purposes, secondary analytic purposes, or publication purposes that were not already approved by the tribe or listed on the research grant must follow the Research Protocol guidelines and provide a written plan and timeline to the

tribe, and must receive tribal approval prior to receiving the data for analytic purposes (per the Research Protocol guidelines).

7. UW will properly instruct their employees having access to this information as to security requirements, and obligations and will inform that they are bound by the confidentiality provisions of this Agreement.
8. UW agrees to maintain all data supplied by the tribe in a secured area, which is not accessible to unauthorized persons.
9. By signing this agreement, UW recognizes and accepts responsibility to ensure appropriate investigator conduct in relation to the data; recognizes the sovereignty of the Tribe in owning the data; and acknowledges that co-housing of the data is predicated upon UW's acknowledgement that the tribal Nation has control over and is the sole owner of the data.
10. The tribal Nation understands and agrees that, as a state agency, UW is bound to follow all Washington laws, including Revised Code of Washington Chapter 42.56.
11. Spaulding for Children and UW are aware that violation of this Agreement may result in criminal prosecution if the information is knowingly used for purposes other than as provided under this Agreement.
12. Once the information supplied by Nak Nu We Sha is used for the purpose described in this Agreement, Spaulding for Children and UW will make sure that all information, which identifies individuals in its possession is destroyed.
13. Information supplied by Nak Nu We Sha may not be used for political or commercial purposes.

VI. GENERAL PROVISIONS

1. Any breach of this Agreement may prevent the tribal child welfare agency from any further cooperation with UW and prevent any use of the disclosed information. Except to the extent prohibited by law, UW assumes liability for each Party's own acts or omissions for any damages which may arise from this Agreement. For the avoidance of doubt, neither Party shall be responsible for the other Party's acts or omissions. Once the UW uses the information supplied by the tribal child welfare agency for the purpose described in this Agreement, and has disposed of the information as specified in Section IV 4 above, or five (5) years from the last date of signature below, whichever comes first, this Agreement will expire. The tribal nation and their sub-contractor, University of Washington, agree to extend the terms of this Agreement for up to an additional year contingent on the approval of a no-cost extension by the Children's Bureau.

2. If the UW fails to comply with any provisions of this Agreement, the tribe may suspend the Agreement and the further disclosure of data hereunder until the tribe is satisfied that corrective action has been taken. In the absence of satisfactory corrective action, upon thirty (30) days written notice, the tribe may terminate the Agreement.
3. No party shall use any other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

VII. CONTACT PERSONS

The Contact Person for the tribal Nation is:

Name:
Title:
Address:
Phone:
Email:

The authorized Contact Person for the UW is:

Name:
Title:
Address:
Phone:
Email:

The Contractual Contact Person for the UW is:

Name:
Title:
Address:
Phone:
Email:

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the dates indicated below.

Signature of the UW Representative

Name and Title

Signature of tribal Nation Representative

IN WITNESS WHEREOF, the UW Principal Investigator hereby certifies that they have read and acknowledged this Agreement:

Signature of the UW Representative
