DATA SHARING AGREEMENT

Between

xxxxxxxxxxx

And

XXXXX HIGHER EDUCATION ON BEHALF Of XXXXXXXX UNIVERSITY

1. **ENTITIES RECEIVING AND PROVIDING INFORMATION AND DATA**

ENTITY RECEIVING DATA: xxxxxxxxxxUNIVERSITY

OFFICE: Center for xxxxxx

CONTACT PERSON: xxxxxxxx

TITLE: Executive Director

ADDRESS: xx Street

PHONE NUMBER: xxx-xxx-xxxx

EMAIL: xxxxxxedu

FAX NUMBER: xxx-xxx-xxxx

ENTITY RECEIVING DATA: xxxxx Tribal Organization

CONTACT PERSON: xxxxxxxxxx

TITLE: Principal Investigator

ADDRESS: Street

PHONE NUMBER: xxx-xxx-xxxx

EMAIL:

FAX NUMBER: xxx-xxx-xxxx

(NARA)

1. **PURPOSE, AUTHORITY AND TERM OF AGREEMENT**
2. PURPOSE

To facilitate the workforce development and health of Indian tribes and Individual American Indians and Alaska Natives in the xxx, xxx University , the xxxxxxxx Tribal Organization) are entering into an agreement that will allow the exchange of data and clarification of data access and utilization. Contractor will provide all data collected and training materials and results of evaluation to Tribal Organization. UNIVERSITY may request TRIBAL ORGANIZATION approval for use specified data. Because the TRIBAL ORGANIZATION ’s work contributes to the overall mission of improving the quality of health for the American Indians and Alaska Natives , the TRIBAL ORGANIZATION agree to make specified data available to approved UNIVERSITYresearchers.

LEGAL AUTHORITY

1. The TRIBAL ORGANIZATION is an Indian Organization as defined by federal law in the Indian Self-determination and Education Assistance Act, 25 U.S.C. S45 0b(1).
2. UNIVERSITY is a member of the xxxx University System, a state agency under the authority of the Board of Higher Education whose mission is teaching, research and dissemination of knowledge for public benefit.

C. PERIOD OF PERFORMANCE

 This Agreement shall be effective when it signed by both designated 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:

Data collected by the UNIVERSITY Center XXXXX includes any instruments mandated by the XXXXX Grant Award, training materials/manuals, as well as protocols for the local training evaluation (to be determined based on community engagement/input during the course of the grant). This data will be used to enhance workforce development to assist in the improvement of the mental health outcomes of children and youth enrolled in the XXXXX program in the three participating counties XXXX, XXXXX, XXXXX.

Data also includes writings, sound recordings, pictorial reproductions or other materials gathered or produced in the course of the XXXXXX Project. This information will facilitate enhanced workforce development and training to improve the impact and success of a culturally relevant wraparound system of mental health care for AI/AN children and youth in the XXXX metro area. This information will be especially useful for targeting effective mental health interventions and training those working with AI/AN children and youth’s mental health in the XXXXX metro area.

All data generated by this project shall be approved for dissemination by the XXXX Area Indian Health Service Institutional Review Board and TRIBAL ORGANIZATION.

**IV**. **ACCESS TO DATA**

1. METHOD OF ACCESS AND TRANSFER

Data will be collected by the UNIVERSITY Center XXXXX in the course of its provision of services. UNIVERSITY Center XXXXXXX training staff will conduct training and collect subsequent evaluation data to assist in formation of a sustainable system of care with qualified professionals. Data will also be collected by staff using questionnaires approved by the XXXXX Area Indian Health Service Institutional Review Board, housed at the TRIBAL ORGANIZATION. All HIPAA compliant data forms will be sent to TRIBAL ORGANIZATION via secure computer fax and/or Fed Ex.

1. PERSONS HAVING ACCESS TO DATA

All persons who will have access to data must complete a data privacy training provided by TRIBAL ORGANIZATION.

The TRIBAL ORGANIZATION Principal Investigator and authorized UNIVERSITY agency staff who specifically require access to such data in the performance of their assigned duties shall have access to these data. Prior to any data transfer under this Agreement, all staff members who will have access to the information will be notified of the use and disclosure requirements. Also prior to the transfer of any data, staff members and researchers who will have access to the data shall sign the Use and Disclosure of Client Information (Attachment A), which signed copies immediately shall be provided to TRIBAL ORGANIZATION.

1. FREQUENCY OF DATA EXCHANGE

Data will be exchanged as needed to meet reporting requirements as well as on an ongoing basis between UNIVERSITY, AND TRIBAL ORGANIZATION for the entire length of the project.

V. **SECURITY OF DATA**

The UNIVERSITY Project data will be password-protected. UNIVERSITY will not attempt to identify individuals’ records by any method. Datasets containing individual participant responses shall be encrypted for participant protection. 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. Project data will be kept in a separate directory on the server, which is also password-protected and will be accessible only by UNIVERSITY evaluators or staff members specifically authorized access as provided in this Agreement.

**VI. CONFIDENTIALITY**

1. REGULATIONS COVERING CONFIDENTIALITY OF DATA

The use and disclosure of information obtained under this contract shall be subject to 42 CFR Subpart 476. UNIVERSITY shall maintain the confidentiality of any information that in any way may identify individual subjects.

Further, UNIVERSITY shall not link the data with individually identifiable data from any other source unless specifically authorized in this Agreement.

As this project is specific to AI/AN children and youth, all data collected will have the potential to identify XXXXX metro area AI/AN children and youth. Confidentiality of all data therefore must be ensured.

1. NON-DISCLOSURE OF DATA

 UNIVERSITY 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. UNIVERSITY will document uses and users of the data and will report this information routinely back to the TRIBAL ORGANIZATION Principal Investigator.

1. UNIVERSITY 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 TRIBAL ORGANIZATION, without the prior written approval of TRIBAL ORGANIZATION. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration of termination of this Agreement.

**VII. PAYMENT**

 Addressed in accompanying contract

**VIII. DATA USE**

UNIVERSITY may request data use approval from TRIBAL ORGANIZATION for development of papers or reports. Such papers or reports must have the specific written approval of the XXXX Area Office Indian Health Service’s Institutional Review Board and TRIBAL ORGANIZATION before such products are submitted for presentation or publication.

Data includes all sources of the data in all tables, reports, presentations, and scientific papers from the XXXXXProject.

 At least forty five (45) days prior to submission or presentation at a meeting/conference, Contractor will furnish a copy of a proposed publication or presentation to XXXX Area Office Indian Health Service’s Institutional Review Board and TRIBAL ORGANIZATION for review and comment. TRIBAL ORGANIZATION will have thirty (30) days after receipt of the proposed materials to request that Contractor remove confidential or sensitive information from the materials or rewrite the materials to protect confidential information from disclosure. Contractor may use, reuse and analyze, for teaching and research purposes, the data and findings reviewed by and approved by TRIBAL ORGANIZATION.

**IX. 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.

**X**. **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

No data may be used by the Contractor after the termination of this Agreement

**XI. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Contracting Officer, or Executive Director of TRIBAL ORGANIZATION and attached to the original Agreement.

**XII. HOLD HARMLESS**

 To the extent permitted by the XXXXX Tort Claim Act (XX 30.260 through 30.300) and the XXXX Constitution, Article XI, Section 7, UNIVERSITY shall defend, protect and hold harmless TRIBAL ORGANIZATION or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of UNIVERSITY or its employees in the use or disclosure of any data or material provided to UNIVERSITY by TRIBAL ORGANIZATION under this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

**XIII. RIGHT OF INSPECTION**

 UNIVERSITY shall provide TRIBAL ORGANIZATION 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.

**XIV. 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.

Name:

Signature: Date:

 Contract Officer, UNIVERSITY

Approved By-Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Executive Director, TRIBAL ORGANIZATION

ATTACHMENT A

**USE AND DISCLOSURE OF CLIENT INFORMATION**

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

A. CONFIDENTIALITY OF CLIENT DATA

1. Individually identifiable client data is confidential and is protected by various state and federal laws.

2. Confidential client 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 TRIBAL ORGANIZATION, NARA and UNIVERSITY

2. Any personal use of client 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 client information may not be disclosed to other individuals or agencies.

2. Questions related to disclosure are to be directed to XXXXXX.

3. Any disclosure of information contrary to 1. above is unauthorized and is subject to penalties identified in law.

Name:

Signature: Date:

Approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_