

**DATA SHARING AGREEMENT BETWEEN
<RESEARCH ORGANIZATION>
<COMMUNITY ORGANIZATION> AND
<LOCAL PUBLIC SCHOOL DIVISION>**

<RESEARCH ORGANIZATION>, <STREET ADDRESS>, <TOWN>, <STATE>, <ZIP CODE>; <COMMUNITY ORGANIZATION>, <STREET ADDRESS>, <TOWN>, <STATE>, <ZIP CODE>; <LOCAL PUBLIC SCHOOL DIVISION>, <STREET ADDRESS>, <TOWN>, <STATE>, <ZIP CODE> hereby enter this agreement for the sharing of <COMMUNITY ORGANIZATION> and <LOCAL PUBLIC SCHOOL DIVISION>, collectively the "Providers" data ("shared data") with the <RESEARCH ORGANIZATION> subject to the following terms and conditions:

1. PURPOSE AND LEGAL AUTHORITY

The purpose of this agreement is to enable the Providers to share with the <RESEARCH ORGANIZATION> confidential information obtained by it through its administration of the Provider's official duties for the <RESEARCH ORGANIZATION>'s use in matching data across providers to allow for providers to make data driven decisions about the continuous quality improvement to their education services. This data sharing agreement is authorized for such purposes by, is subject to, and shall be construed in a manner consistent with relevant federal and Virginia regulations regarding data privacy and confidentiality and others as appropriate for Provider's official duties.

Specific state and federal regulations regarding providers' shared data:

The <RESEARCH ORGANIZATION> will adhere to all requirements of the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), and applicable state regulations.

2. CUSTODIAN

<RESEARCHER NAME>, <TITLE>, <RESEARCH ORGANIZATION>, shall be the <RESEARCH ORGANIZATION>'s "Custodian" of the shared data and shall be personally responsible for assuring the <RESEARCH ORGANIZATION>'s compliance with the terms and conditions of this data sharing agreement. The Custodian also shall serve as a principal contact for the <RESEARCH ORGANIZATION> and as a liaison with the Providers regarding the implementation of this data sharing agreement and the <RESEARCH ORGANIZATION>'s obligations hereunder.

The <RESEARCH ORGANIZATION> shall immediately notify the Providers of its designation of a new Custodian. The <RESEARCH ORGANIZATION>'s designation of a new Custodian shall be subject to Providers' approval, which approval the Providers shall not unreasonably withhold.

3. AUTHORIZED USERS

Only the Custodian and authorized users of the <RESEARCH ORGANIZATION> shall have access to shared data. The Providers reserve the right to limit the number of authorized users to the number of authorized users that it determines is necessary to fulfill the data sharing objective. The <RESEARCH ORGANIZATION> acknowledges that the Providers will expect the <RESEARCH ORGANIZATION> to establish

methods of using shared data that minimize the number of persons having remote or other access (for example, allowing one person in a workgroup access rather than permitting access to the entire workgroup).

The Custodian shall be responsible for providing the Providers with the names and other identifying information, as required by the Providers, for each authorized user. All authorized users also shall be required to execute confidentiality agreements provided by the <RESEARCH ORGANIZATION>, which the Custodian shall be responsible for providing to the Providers. The Custodian shall also be responsible for promptly notifying the Providers whenever an authorized user no longer requires access to shared data and when new persons become authorized users. Use of an authorized user's access to shared data by another of the <RESEARCH ORGANIZATION>'s employees or by any other person is prohibited and shall be grounds for the immediate termination of this Agreement.

3. DATA TO BESHARED

The Providers agree to share the following information pursuant to this Agreement, which shall be referred to as "shared data" in this Agreement:

- a. geographic and demographic characteristics of <QRIS> programs, and afterschool programs
- b. program/school records data, including formal assessment and child outcome data, and data related to services provided, including duration and intensity

4. USE OF SHARED DATA

All shared data shall be used by the <RESEARCH ORGANIZATION> solely and exclusively for the following purpose(s):

<COMMUNITY ORGANIZATION> desires to assist funded projects to engage in continuous quality improvement with the overall goal of maximizing the positive impact that individual projects and <COMMUNITY ORGANIZATION> are having in the <REGION>.

One step toward this goal is to collect and analyze data about programs that have education as a primary outcome. To facilitate the data analytic activity, we intend to examine 3 domains of information for each participant:

- 1) Child and family characteristics
- 2) Program participation rates
- 3) Academic and social indicators of children's performance

The goal is to identify trends and/or groups - not individuals. This overall effort is a partnership involving families, schools, programs, <RESEARCH ORGANIZATION>, and <COMMUNITY ORGANIZATION>. The effort builds upon successful pilot work over the past <#> years.

The resulting data analyses, which are fully compliant with all existing laws and regulations regarding, data sharing, data management, and reporting, will be supervised by <RESEARCHER NAME>, of the <RESEARCH ORGANIZATION>. The data will be shared with programs with a focus on developing

insights into program effectiveness and the likelihood of subgroup differences in participation and outcomes.

The <RESEARCH ORGANIZATION> shall not use the shared data in any manner not permitted by appropriate governing federal and state regulations. Access to the information received by the <RESEARCH ORGANIZATION> pursuant to this agreement shall be limited to those with a need to access it for these purposes.

5. WARRANTY AND INDEMNIFICATION

The <RESEARCH ORGANIZATION> represents and warrants that, in receiving shared data from the Providers, such data shall be used solely for purposes authorized by law and described in this Agreement. The <RESEARCH ORGANIZATION> acknowledges that the Providers have entered into the data sharing agreement in reliance upon this warranty and agrees to not use the Providers' shared data for any other purpose.

In providing the shared data to the <RESEARCH ORGANIZATION>, the Providers make no representations or warranties of any kind regarding said data, including specifically but not by way of limitation, any warranty of fitness for the <RESEARCH ORGANIZATION>'s use for any purpose, or any warranty as to the quality or correctness of the shared data. The <RESEARCH ORGANIZATION> shall indemnify and hold harmless the Providers against any suits, claims, actions, complaints, or liability of any kind, including legal costs, which relate to the <RESEARCH ORGANIZATION>'s use of or reliance on shared data.

6. CRIMINAL AND CIVIL PENALTIES

The <RESEARCH ORGANIZATION> acknowledges that criminal penalties may be imposed on it and/or its employees for the wrongful use or disclosure of the shared data. As provided under governing Virginia code, violations of this confidentiality requirement may result in the imposition of a fine, or imprisonment, or both; additionally, civil penalties may be awarded.

The <RESEARCH ORGANIZATION> agrees to inform all of its employees having access to shared data of these criminal penalties.

7. METHOD OF SHARING

The Providers agree to transfer the shared data to the <RESEARCH ORGANIZATION> in the following manner:

<COMMUNITY ORGANIZATION>, will transfer data from preschool and afterschool programs to password-protected Excel and PDF files which will be delivered to <COMMUNITY ORGANIZATION>'s contracted data consultant, where <COMMUNITY ORGANIZATION> data will be matched to <LOCAL PUBLIC SCHOOL DIVISION> records.

8. CONFIDENTIALITY SAFEGUARDS

The shared data is confidential pursuant to appropriate state and federal regulations, and all confidentiality requirements thereby required are hereby incorporated into and made a requirement of this Agreement.

The <RESEARCH ORGANIZATION> agrees to establish appropriate administrative, technical, and physical

safeguards to safeguard the confidentiality of the shared data supplied by the Providers and to prevent unauthorized use of or access to it. Only the Custodian and authorized users shall be allowed access to the shared data, and their access shall only be for the purposes authorized by law and described in this agreement.

The <RESEARCH ORGANIZATION> agrees to store all shared data in a place that is physically secure from access by unauthorized persons. Additionally, the <RESEARCH ORGANIZATION> agrees to store and process shared data supplied in an electronic format, such as magnetic tapes or diBCPS, in such a way that unauthorized persons cannot obtain the data by any means. The <RESEARCH ORGANIZATION> shall undertake precautions to ensure that only authorized personnel are given access to shared data stored in computer systems. If the data is shared via access to a computer data base, the <RESEARCH ORGANIZATION> agrees not to store or allow its employees to store any confidential information received from the Providers on any portable storage media or peripheral device (*e.g.*, laptops, thumb drives, hard drives, etc.) or to print out any shared data except to the extent that printed data is essential to the <RESEARCH ORGANIZATION>'s authorized use of shared data.

The <RESEARCH ORGANIZATION> shall instruct all personnel having access to shared data about the confidentiality and security requirements affecting the shared data and shall ensure that they adhere to those requirements and procedures required under the terms of this Agreement.

The <RESEARCH ORGANIZATION> shall be responsible and liable for ensuring that the confidentiality of shared data received is maintained as required under both federal and state laws, and shall indemnify and hold harmless the Providers against any suits, claims, actions, complaints, liability of any kind, or legal costs, related to or arising from any breach of the confidentiality of shared data or the misuse of shared data.

Under no circumstances shall shared data be used for any type of solicitation without the express written approval of the Providers for that specific purpose.

The <RESEARCH ORGANIZATION> shall dispose of shared data, including all copies thereof, after the purpose for disclosure has been served. This provision shall not be construed to restrict the <RESEARCH ORGANIZATION>'s retention of said information to the extent required by any applicable laws, regulations, rules, and needs, or other requirements applicable to the <RESEARCH ORGANIZATION> that directly or indirectly require the retention of shared data by the <RESEARCH ORGANIZATION>. "Dispose" means the return of the information to the Providers or the destruction of the information in a manner approved by the Providers.

The <RESEARCH ORGANIZATION> agrees to fully and promptly report to the Providers any infraction or violation of the confidentiality or security requirements set forth in this data sharing agreement, and agrees to take appropriate disciplinary action against anyone found to have violated the terms of this Agreement or applicable federal or state law.

9. SHARING OF DATA WITH OTHERS

The <RESEARCH ORGANIZATION>, including all persons working for it or on its behalf, shall not disclose any specifically-identified data with others without the Providers' prior written approval.

The <RESEARCH ORGANIZATION> acknowledges that, under state law, shared data generally is exempt from subpoena. The <RESEARCH ORGANIZATION> shall immediately notify the Providers of any subpoenas or similar demands served on or otherwise received by it which seek to compel the production of shared data. The <RESEARCH ORGANIZATION>

shall cooperate with the Providers in the Providers' efforts, at the Providers' expense, to intervene or otherwise seek to quash, limit or resist the production of shared data.

10. AUDITS, MONITORING AND INVESTIGATION

The <RESEARCH ORGANIZATION> shall maintain a system of compliance with the confidentiality and other requirements of this Agreement sufficient to permit an audit of compliance, and shall permit and cooperate with such periodic compliance audits as the Provider may require, subject to reasonable <RESEARCH ORGANIZATION> security procedures.

The <RESEARCH ORGANIZATION> acknowledges the Providers may be required to audit the <RESEARCH ORGANIZATION>'s data sharing compliance with the confidentiality requirements and restrictions on the use of shared data contained therein. The <RESEARCH ORGANIZATION> agrees to permit the Providers or any other designated agent of the Providers to audit, monitor and/or investigate the <RESEARCH ORGANIZATION>'s compliance with this data sharing agreement through on-site visitation or other reasonable means at the <RESEARCH ORGANIZATION>'s premises. The Providers may periodically audit a sample of transactions of the shared data to ensure compliance with this Agreement. The <RESEARCH ORGANIZATION> will make the records and/or data received from the Providers available for review by staff of the Provider at the time of any on-site visitation. The <RESEARCH ORGANIZATION> shall fully and promptly cooperate, assist and comply with such audit, monitoring, investigative and related activities, and the <RESEARCH ORGANIZATION>'s failure to perform this duty shall be grounds for the immediate termination of the <RESEARCH ORGANIZATION>'s access to shared data.

11. TERM OF AGREEMENT

This Agreement shall begin upon the last date of signature by the Parties to this Agreement and shall terminate on <MONTH> <DAY>, <YEAR>.

All provisions of this Agreement concerning confidentiality and restrictions on data use shall survive the expiration of this Agreement.

12. TERMINATION OF THIS AGREEMENT

Any party may terminate their participation in this Agreement by giving thirty (30) day written notice, with or without cause. Any party may terminate their participation in this Agreement by giving less than thirty (30) days' notice for good cause. Good cause includes, but not by way of limitation, emergency; insufficient appropriations; changes in governing state and/or federal laws or regulations, or in interpretations thereof, that render performance hereunder by either party illegal, impractical, or impossible; or a breach of this Agreement by the <RESEARCH ORGANIZATION> that impairs the confidentiality safeguards it provides. Termination of this Agreement without cause will not pertain to data already shared or data analysis performed under this Agreement.

All provisions of this Agreement concerning confidentiality and restrictions on data use shall survive any termination of this Agreement.

13. AMENDMENT OF THIS AGREEMENT

All or part of this Agreement may be amended by written amendment signed by both parties.

14. DISCRIMINATION

The <RESEARCH ORGANIZATION> agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Investment Act of 1998 (WIA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

The <RESEARCH ORGANIZATION> agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the <RESEARCH ORGANIZATION>, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this agreement.

15. ENTIRE AGREEMENT

This Agreement is complete and contains the entire understanding between the parties relating to the sharing of confidential data maintained by the Providers. This Agreement supersedes any and all other agreements between the parties regarding the release/receipt of data maintained by the Provider.

The <RESEARCH ORGANIZATION> agrees to abide by all provisions set out in this Agreement for protection of shared data and acknowledges having received notice of potential criminal, administrative, and/or civil penalties for violation of the terms of this Agreement.

16. ACKNOWLEDGEMENT

By signing this Agreement, the <RESEARCH ORGANIZATION> acknowledges that all personnel who will have access to shared data have been instructed about the confidentiality requirements of this Agreement, that they will adhere to these confidentiality requirements and procedures, and hereby agrees to report any infraction of these requirements fully and promptly.

THUS DONE AND SIGNED on the date(s) shown below.

BY: <RESEARCH ORGANIZATION>

<NAME> Date

BY: <COMMUNITY ORGANIZATION>

<NAME> Date

BY: <LOCAL PUBLIC SCHOOL DIVISION>

<NAME> Date