

**DATA SHARING AGREEMENT BETWEEN
<PRIVATE COMMUNITY ORGANIZATION A>, <COMMUNITY HOME VISITING ORGANIZATION A>, <COMMUNITY HOME VISITING ORGANIZATION B>, <COMMUNITY HEAD START PROGRAM>, <LOCAL VPI PROGRAM A>, <SCHOOL DIVISION A>, <LOCAL VPI PROGRAM B>, <SCHOOL DIVISION B>**

<PRIVATE COMMUNITY ORGANIZATION A>, <address>; <LOCAL COMMUNITY FOUNDATION>, <address>; form the <DATA SHARING PROJECT> by partnering with <PRIVATE COMMUNITY ORGANIZATION A>, <address>; <COMMUNITY HOME VISITING ORGANIZATION A>, <address>; <COMMUNITY HOME VISITING ORGANIZATION B>, <address>; <COMMUNITY HEAD START PROGRAM>, <address>; <LOCAL VPI PROGRAM A>, <address>; <SCHOOL DIVISION A>, <address>; <LOCAL VPI PROGRAM B>, <address>; and <SCHOOL DIVISION B>, <address>, collectively the <“DATA SHARING PARTNERS”>. The <DATA SHARING PROJECT> hereby enters this agreement for the sharing and combining of data from <LIST OF PARTNERS’ PROGRAMS FROM WHICH DATA WILL BE SHARED> with the <PRIVATE COMMUNITY ORGANIZATION A> subject to the following terms and conditions:

1. PURPOSE AND LEGAL AUTHORITY

The purpose of this agreement is to enable the Partners to share with the <PRIVATE COMMUNITY ORGANIZATION A> confidential data obtained by it through its administration of its official duties for such that these data may be used in matching individual client data across Partners in such a way as to allow Partners to make data-driven decisions about the continuous quality improvement to their continuum of 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 each Partner’s official duties.

Specific state and federal regulations regarding Partners’ shared data:

Once the data is delivered to the <PRIVATE COMMUNITY ORGANIZATION A>, the <PRIVATE COMMUNITY ORGANIZATION A> 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

The <TITLE>, <PRIVATE COMMUNITY ORGANIZATION A>, shall be the <PRIVATE COMMUNITY ORGANIZATION A>’s “Custodian” of the shared data and shall be responsible for assuring the <PRIVATE COMMUNITY ORGANIZATION A>’s compliance with the terms and conditions of this data sharing agreement. The Custodian also shall serve as a principal contact for the <PRIVATE COMMUNITY ORGANIZATION A> and as a liaison with the Partners regarding the implementation of this data sharing agreement and the <PRIVATE

COMMUNITY ORGANIZATION A>'s obligations hereunder.

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

3. AUTHORIZED USERS

Only the Custodian and authorized users at the <PRIVATE COMMUNITY ORGANIZATION A> shall have access to identified, shared data. The Partners reserve the right to limit the number of authorized users to the number it determines is necessary to fulfill the data sharing objective. The <PRIVATE COMMUNITY ORGANIZATION A> acknowledges that the Partners will expect the <PRIVATE COMMUNITY ORGANIZATION A> to establish methods of using shared data that minimize the number of persons having any access to the shared data (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 Partners with the names and other identifying information, as required by the Partners, for each authorized user. All authorized users also shall be required to execute confidentiality agreements provided by the <PRIVATE COMMUNITY ORGANIZATION A>, which the Custodian shall be responsible for providing to the Partners. The Custodian shall also be responsible for promptly notifying the Partners 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 <PRIVATE COMMUNITY ORGANIZATION A>'s employees or by any other person is prohibited, and shall be grounds for the immediate termination of this Agreement.

4. DATA TO BE SHARED

The Partners agree to share the following information pursuant to this Agreement, which shall be referred to as "shared data" in this Agreement. <SCHOOL DIVISION A> and <SCHOOL DIVISION B> agree also to share data on a de-identified comparison group of children (who did not participate in services provided by Partners) of a sufficient number to draw statistical conclusions or to match the number of children in the study group (whichever is smaller); the comparison group will be matched on Free and Reduced Lunch Status, as well as other applicable demographic variables. All data of interest, as described below, will be provided for the comparison group EXCEPT identifying information. <SCHOOL DIVISION A> will determine the specific consent needed and methodology required for identifying children included in the comparison group; these methodologies will be articulated to the <DATA SHARING PROJECT>. <SCHOOL DIVISION B> will utilize active consent for identifying children included in the comparison group.

Data will be provided and merged as outlined in the <REPORT> dated <MONTH> <YEAR>. Additional data may be provided as it becomes available or deemed important, at the discretion of the <DATA SHARING PROJECT>, in accordance with privacy laws and in accordance with

the parameters of this document.

The following data will be shared:

Data to be provided by <HOME VISITING PROGRAM A>

- Identifiers [parent(s) and child(ren) names, dates of birth and address]
- Genders of family members
- Demographics including
 - Recent immigration
 - Marital status of mother
 - Last grade mother completed
 - Maternal current enrollment in education
- <OTHER DATA ELEMENTS>

<HOME VISITING PROGRAM A> considers the following data points to indicate a risk factor, and these factors would be of particular interest in data analysis:

- Teen Parents (Parent(s) under the age of 20 years during the program year)
- Child with disabilities or chronic health condition (Child being served has a physical, cognitive, emotional or health-related condition or impairment that substantially limits one or more major life activities or qualifies the child for services under IDEA Part C)
- Parent with mental illness (Parent has been diagnosed with a thought, mood, or behavior disorder (or some combination) associated with distress and/or impaired functioning)
- <OTHER DATA POINTS>

Data to be provided by <HOME VISITING PROGRAM B>

- Parent(s) and Child (ren) names, dates of birth and locality
- Child's gender
- Child's race
- Last grade of Primary caretaker
- <OTHER DATA ELEMENTS>

Data to be provided by <SCHOOL DIVISION A> and <SCHOOL DIVISION B>

- Identifying information for all students with releases from other Partners, including school identification number, names and dates of birth and parents' names
- Gender
- Date of birth
- Grade level, teacher
- Participation in <VPI>
- <OTHER DATA ELEMENTS>

Data to be provided by <LOCAL VPI PROGRAM A> and <LOCAL VPI PROGRAM B>

- Identifying information for all students with releases from other Partners, including school identification number, names and dates of birth and parents' names
- Pre-K PALS
- Teacher
- <OTHER DATA ELEMENTS>

Data to be provided by <COMMUNITY HEAD START PROGRAM>
To Be Determined.

Data point to be provided by <PRIVATE COMMUNITY ORGANIZATION A>
To Be Determined.

5. USE OF SHARED DATA

All shared data shall be used by the <PRIVATE COMMUNITY ORGANIZATION A> solely and exclusively for the following purpose:

The primary project goal is to learn what kind of effects early childhood services have on school success indicators in kindergarten through 12th grade by linking children who were enrolled in < COMMUNITY HOME VISITING ORGANIZATION A>, <COMMUNITY HOME VISITING ORGANIZATION B>, <COMMUNITY HEAD START PROGRAM>, <LOCAL VPI PROGRAM A>, <LOCAL VPI PROGRAM B>, and/or the <PRIVATE COMMUNITY ORGANIZATION A>, with their <SCHOOL DIVISION A> or <SCHOOL DIVISION B> school records. The study is designed to inform the <DATA SHARING PROJECT> about what kinds, duration, and intensity of services have specific effects on the school readiness of children enrolled in their programs for the purposes of continuous quality improvement and advocacy of programs and services.

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

The <DATA SHARING PROJECT> will unanimously agree on a specific 3rd party evaluator (“evaluator”) hired by the <PRIVATE COMMUNITY ORGANIZATION A> (funded by <PRIVATE COMMUNITY ORGANIZATION A> and <LOCAL COMMUNITY FOUNDATION>). <PRIVATE COMMUNITY ORGANIZATION A> will make de-identified data available to the evaluator (e.g., data not including names and addresses); these data will be made available to the evaluator in a secure fashion. The evaluator will use the data solely and exclusively for the purposes noted herein. The evaluator will sign a data analysis and confidentiality agreement with the <PRIVATE COMMUNITY ORGANIZATION A> and return all data and analyses files to the <PRIVATE COMMUNITY ORGANIZATION A> via <METHOD> after data analysis. The evaluator will not keep any files, or copies of files, in their possession.

The evaluator will provide and explain data analysis to the <DATA SHARING PROJECT> as requested. The evaluator will facilitate the <DATA SHARING PROJECT> in interpreting the data analysis. The evaluator will provide written summaries of the data analysis and interpretation, as well as consult with the <DATA SHARING PROJECT> in writing a final report for publication. In the final report, no data will be presented that would put students at risk for being identified. All data analysis, summaries and report drafts will be marked with

“Draft – Not for Distribution.” No data report will be made publically available that is not unanimously agreed upon by the Executive Directors of the Partners in the <DATA SHARING PROJECT> (or his/her designee).

6. WARRANTY AND INDEMNIFICATION

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

In providing the shared data to the <PRIVATE COMMUNITY ORGANIZATION A>, the Partners 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 <PRIVATE COMMUNITY ORGANIZATION A>'s use for any purpose, or any warranty as to the quality or correctness of the shared data. The <PRIVATE COMMUNITY ORGANIZATION A> and the Partners shall indemnify and hold harmless each other against any suits, claims, actions, complaints or liability of any kind, including legal costs, which relate to the <DATA SHARING PROJECT>'s use of or reliance on shared data. Additionally, the evaluator shall indemnify and hold harmless each member of the <DATA SHARING PROJECT> against any suits, claims, actions, complaints or liability of any kind, including legal costs, which relate to the evaluator's use of or reliance on shared data.

7. CRIMINAL AND CIVIL PENALTIES

The <PRIVATE COMMUNITY ORGANIZATION A> acknowledges that criminal penalties may be imposed on it and/or its employees for the wrongful use or disclosure of the shared data. Violations of this confidentiality requirement may result in the imposition of a fine, or imprisonment, or both; additionally, civil penalties may be awarded.

The <PRIVATE COMMUNITY ORGANIZATION A> agrees to inform all of its employees, including the evaluator, having access to shared data of these criminal penalties.

8. METHOD OF SHARING

Partners will provide identified data to <PRIVATE COMMUNITY ORGANIZATION A> (via password-protected Excel, or tab delimited, files on physical media) bi-annually or annually for all families with signed consent/releases of information. Annually, in the summer, <PRIVATE COMMUNITY ORGANIZATION A> will provide a list of names, dates of birth and parents' names and dates of birth of children expecting to be entering Kindergarten in <SCHOOL DIVISION A> or <SCHOOL DIVISION B> so that they can be flagged in the <SCHOOL DIVISION A>/<SCHOOL DIVISION B> data systems as having received Partner services in the past. Only the <SCHOOL DIVISION A> or <SCHOOL DIVISION B> student information system staff will have access to the flag indicating that a student has received Partner services in the past.

<SCHOOL DIVISION A>/<SCHOOL DIVISION B> will isolate the Partners' children's school data and will transfer that (identified) data to password-protected Excel (or tab delimited) files on physical media, to the <PRIVATE COMMUNITY ORGANIZATION A> where shared data will be matched with Partners' data and de-identified prior to sharing it with the evaluator for analysis.

<SCHOOL DIVISION A>/<SCHOOL DIVISION B> will additionally identify cohorts of students with similar demographic characteristics as the Partners' flagged students. De-identified data for these students will be similarly transferred to the <PRIVATE COMMUNITY ORGANIZATION A> and used as a comparison group in data analysis.

9. 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 <PRIVATE COMMUNITY ORGANIZATION A> agrees to establish appropriate administrative, technical and physical safeguards to safeguard the confidentiality of the shared data supplied by the Partners and to prevent unauthorized use of or access to it. Only the Custodian and <PRIVATE COMMUNITY ORGANIZATION A> authorized users shall be allowed access to the identified, shared data, and their access shall only be for the purposes authorized by law and described in this agreement.

<PRIVATE COMMUNITY ORGANIZATION A> will keep the shared data stored on a HIPAA and FERPA compliant platform that is password protected and kept physically secure. Additionally, the <PRIVATE COMMUNITY ORGANIZATION A> agrees to store and process shared data supplied in an electronic format, such as magnetic tapes or jump drives, in such a way that unauthorized persons cannot obtain the data by any means. The <PRIVATE COMMUNITY ORGANIZATION A> shall undertake precautions to ensure that only authorized personnel are given access to shared data. <PRIVATE COMMUNITY ORGANIZATION A> agrees not to store or allow its employees to store any confidential information received from the Partners 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 <PRIVATE COMMUNITY ORGANIZATION A>'s authorized use of shared data. All printed data will be kept physically secure and shredded after use.

The <PRIVATE COMMUNITY ORGANIZATION A> shall instruct all personnel, including the evaluator, 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.

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

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

The <PRIVATE COMMUNITY ORGANIZATION A> agrees to fully and promptly report to the Partners 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.

10. SHARING OF DATA WITH OTHERS

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

The <PRIVATE COMMUNITY ORGANIZATION A> acknowledges that, under state law, shared data generally is exempt from subpoena. The <PRIVATE COMMUNITY ORGANIZATION A> shall immediately notify the Partners of any subpoenas or similar demands served on or otherwise received by it which seek to compel the production shared data. The <PRIVATE COMMUNITY ORGANIZATION A> shall cooperate with the Partners in the Partners' efforts, at the Partners' expense, to intervene or otherwise seek to quash, limit or resist the production of shared data.

11. AUDITS, MONITORING AND INVESTIGATION

The <PRIVATE COMMUNITY ORGANIZATION A> 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 Partner may require, subject to reasonable security procedures.

The <PRIVATE COMMUNITY ORGANIZATION A> acknowledges the Partners may be required to audit the <PRIVATE COMMUNITY ORGANIZATION A>'s data sharing compliance with the confidentiality requirements and restrictions on the use of shared data contained therein. The <PRIVATE COMMUNITY ORGANIZATION A> agrees to permit the Partners or any other designated agent of the Partners to audit, monitor and/or investigate <PRIVATE COMMUNITY ORGANIZATION A>'s compliance with this data sharing agreement through on-site visitation or other reasonable means at <PRIVATE COMMUNITY ORGANIZATION A>'s premises. The Partners may periodically audit a sample of transactions of the shared data to ensure compliance with this Agreement. The <PRIVATE COMMUNITY ORGANIZATION A> will make the records and/or data received from

individual Partners available for review by staff of the specific Partner at the time of any on-site visitation. The <PRIVATE COMMUNITY ORGANIZATION A> shall fully and promptly cooperate, assist and comply with such audit, monitoring, investigative and related activities, and the <PRIVATE COMMUNITY ORGANIZATION A>'s failure to perform this duty shall be grounds for the immediate termination of the <PRIVATE COMMUNITY ORGANIZATION A>'s access to shared data.

12. TERM OF AGREEMENT

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

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

13. 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 <PRIVATE COMMUNITY ORGANIZATION A> 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.

14. AMENDMENT OF THIS AGREEMENT

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

15. DISCRIMINATION

The <PRIVATE COMMUNITY ORGANIZATION A> 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 <PRIVATE COMMUNITY ORGANIZATION A> 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 <PRIVATE COMMUNITY ORGANIZATION A>, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this agreement.

16. ENTIRE AGREEMENT

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

The <PRIVATE COMMUNITY ORGANIZATION A> 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.

17. ACKNOWLEDGEMENT

By signing this Agreement, the <PRIVATE COMMUNITY ORGANIZATION A> 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.

<SCHOOL DIVISION A BOARD>

<NAME>
Superintendent of Schools

Date: _____

<SCHOOL DIVISION B BOARD>

<NAME>
Superintendent of Schools

Date: _____

<PRIVATE COMMUNITY ORGANIZATION A>

<NAME>, <TITLE>

Date: _____

<LOCAL COMMUNITY FOUNDATION>

<NAME>, <TITLE>

Date: _____

<COMMUNITY HOME VISITING ORGANIZATION A>

<NAME>, <TITLE>

Date: _____

<COMMUNITY HOME VISITING ORGANIZATION B>

<NAME>, <TITLE>

Date: _____

<COMMUNITY HEAD START PROGRAM>

<NAME>, <TITLE>

Date: _____