



DCF-4200
12/2014 (New)

Office for Research and Evaluation

DATA USE AGREEMENT

This Agreement is entered into by and between the State of Connecticut Department of Children and Families ("DCF") and ("Recipient") of _____ as principal investigator or evaluator of the following study, research, evaluation or project entitled, "**(IRB#:** _____) and addresses the conditions under which DCF will disclose and Recipient will obtain, use, reuse and disclose limited data sets or data file(s) and/or any derivative file(s) and the conditions under which DCF will grant security access to confidential client level or child protection data and information covered under this Agreement.

By signing this Data Use Agreement, the Recipient certifies his or her understanding that limited data sets or data file(s) and/or confidential client level or child protection data and information as defined in the attached Schedule A of this Agreement and relevant to the Recipient's study, research, evaluation or project as defined in Schedule B of this Agreement, will be released to the Recipient and/or that the Recipient will be granted security access to said data and information by the DCF through the DCF Office for Research and Evaluation for the express limited activities and purposes as defined in the attached Schedule B of this Agreement.

This Agreement supersedes any and all agreements between the parties with respect to the use of the data specified in Schedule A of this Agreement and preempts and overrides any instructions, directions, agreements or other understanding in or pertaining to other prior communication from DCF or any of its offices or divisions with respect to the data specified herein.

The parties do hereby agree as follows:

1. The term of this Agreement shall commence as of the Effective Date and shall continue for so long as Recipient retains the data specifically to fulfill the activities and purposes defined in the attached Schedule B of this Agreement unless sooner terminated as set forth in this Agreement. The parties mutually agree that the limited data sets or data file(s) and/or security access to confidential client level or child protection data and information stated in the attached Schedule A of this Agreement and/or any derivative file(s) may be retained by the Recipient until _____, hereinafter known as the "retention date."
2. The Recipient agrees to use the limited data sets or data file(s) and/or security access to confidential client level or child protection data and information only for purposes reasonably related to and that support the above-referenced study, research, evaluation or project. Recipient's use of the data is restricted specifically to the activities and purposes defined in the attached Schedule B of this Agreement. The Recipient understands and agrees that original or derivative limited data sets, data file(s) or confidential client level or child protection data and information may not be reused without prior written approval from the DCF. "Confidential information" includes, but is not limited to client names, client contact information, juvenile court history, documents received from third parties regarding clients' cases, and all details of clients' cases.
3. All data provided or derivatives and/or security access given to limited data sets or data files(s) or confidential client level or child protection data and information by DCF pursuant to this Agreement may only be used for the purpose as defined in the attached Schedule B of this Agreement and any other or additional use or disclosure of the data and information may result in immediate termination of this Agreement by DCF. The Recipient agrees not to disclose, use or reuse the data and information covered by this Agreement except as specified in the attached Schedule B of this Agreement or except as DCF shall authorize in writing or as otherwise required by law.

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4. The Recipient agrees that use of a DCF operated workspace by Recipient, and Recipient's employees or agents, will be properly documented and approved in a separate Assumption of Risk and Release and Indemnification Agreement, if the use is appropriate and supports the purposes and activities of the study, research, evaluation or project as defined in the attached Schedule B of this Agreement.
5. When accessing confidential client level or child protection data and information and the Recipient recognizes the name of a DCF adult or child client with whom the Recipient and/or the Recipient's employees or agents have a personal or business relationship not connected with the purposes as defined in the attached Schedule B of this Agreement, the Recipient will immediately notify DCF and will not read additional information or access the case further without written DCF approval. The Recipient will abide by the Code of Ethics and DCF Policy as they apply to DCF employees.
6. DCF or Recipient may terminate this Agreement at any time for any reason by providing thirty (30) days prior written notice. Upon notice of termination by Recipient, DCF will cease releasing or allowing access to the data and information by the Recipient under this Agreement and will notify the Recipient to destroy such limited data sets, data file(s) or derivate(s) and/or other data obtained through access of confidential client level or child protection data and information.
7. All data provided by and/or obtained from DCF pursuant to this Agreement is the sole property of DCF and may not be copied or reproduced in any form or manner. The Recipient shall not distribute confidential data and information in any written, documentary or electronic format to anyone who is not employed by DCF. No data sets, file(s) or derivatives may be distributed unless specifically authorized by DCF for purposes of performing duties and activities related to the study, research, evaluation or project as defined in the attached Schedule B of this Agreement. Further, the Recipient shall not remove data sets, file(s) or derivatives and/or confidential data and information, either physically or electronically, from workspace operated by DCF unless expressly authorized in writing by DCF.
8. The Recipient agrees to properly destroy all data and all copies and reproductions of the data upon fulfillment of the purpose as defined in the attached Schedule B of this Agreement, termination of the Agreement and/or by the retention date, whichever occurs sooner. Should the Recipient desire to keep the data for a longer period, the Recipient shall submit justification in writing to DCF, by and through DCF's Office for Research and Evaluation., at least thirty (30) days prior to the date the data, copies and reproductions are scheduled to be destroyed.
9. The Recipient and and the Recipient's employees or agents shall agree to negotiate in good faith to amend this Agreement to comport with changes in federal law and/or state statute or regulation that materially alter either or both parties' obligations under this Agreement, provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulation, either party may terminate this Agreement as aforementioned.
10. The Recipient and the Recipient's employees or agents shall comply with all federal and State of Connecticut laws and regulations relating to the use of protected health information, including but not limited to the federal Health Insurance Portability and Accountability Act, and comply with all federal and State of Connecticut laws and regulations relating to the handling of personally identifiable information or information that may be used to deduce the identify of a specific individual. When using or disclosing protected health information or personally identifiable information obtained under this Agreement, the Recipient agrees to make reasonable efforts to limit the information to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.
11. Any and all data and/or information that may lead to the identity of any child or youth, parent, research subject, foster parent or other person, is strictly privileged and confidential, and the Recipient agrees to keep all such data strictly confidential at all times. Recipient agrees to respect clients' rights to privacy and shall not solicit confidential information from any source or from any file beyond what is necessary to perform the study, research, evaluation or project as defined in the attached Schedule B of this Agreement. At no time will attempts be made to link the data

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with individually identified records in another database, link the data to another individually identifiable source of information [including attempts to link the data to other DCF limited data sets or data file(s)] or to contact the individuals who are data subjects absent express written authorization from the DCF.

12. The Recipient shall not discuss confidential information in any setting or forum except when performing duties and activities relevant to the study, research, evaluation or project as defined in the attached Schedule B of this Agreement. Further, the Recipient shall not discuss confidential information with any person who is not employed by DCF, unless specifically authorized to do so by DCF, except that the Recipient has authorization from DCF to discuss confidential information in contexts directly related to Recipient's study, research, evaluation or project as defined in the attached Schedule B of this Agreement. The Recipient shall only discuss confidential information with authorized persons in areas where privacy can be ensured. Therefore, confidential information shall not be discussed in public or semipublic areas including hallways, waiting rooms, elevators and restaurants.
13. All Recipient officers, agents and employees shall keep all data strictly confidential, shall communicate the requirements of this Agreement to all Recipient officers, agents, and employees, shall establish and use appropriate administrative, technical and physical safeguards to prevent unauthorized access, use, reuse or disclosure of the data except as permitted in the attached Schedule B of this Agreement. The safeguards shall provide a high level and scope of security including, without limitation, (i) maintaining adequate physical controls and password protections for any server or system on which the data may reside; (ii) ensuring that data is not stored on any mobile device (e.g., laptop, smartphone, tablet) or transmitted electronically unless encrypted; and (iii) taking any other measures reasonably necessary to prevent any unauthorized access, use, reuse or disclosure of the data or data derivative other than as provided in this Agreement.
14. The Recipient acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information derived from the data file(s) specified in Schedule A of this Agreement is prohibited. Further, the Recipient agrees that the data must not be physically moved, transmitted or disclosed in any way from the approved site without written approval from DCF unless such movement, transmission or disclosure is required by law.
15. The Recipient agrees to report any breach of personally identifiable information from DCF data file(s), loss of these data or disclosure to any unauthorized persons to DCF, by and through DCF's Office for Research and Evaluation, by e-mail notification at dcf.ore@ct.gov within one hour and to cooperate fully in the state security incident process. While DCF retains all ownership rights to the data file(s), as outlined above, the Recipient shall bear the cost and liability for any breaches of personally identifiable information from the data file(s) while they are entrusted to the Recipient. Furthermore, if DCF determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the Recipient agrees to carry out these remedies without cost to DCF.
16. The Recipient agrees that in the event the DCF determines or has a reasonable belief that the Recipient has made or may have made a use, reuse or disclosure of the data that is not authorized by this Agreement, DCF, at its sole discretion, may require the Recipient to: (a) promptly investigate and report to the DCF, by and through the DCF's Office for Research and Evaluation, the Recipient's determinations regarding any alleged or actual unauthorized use, reuse or disclosure; (b) promptly resolve any problems identified by the investigation; (c) submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) return data files to the DCF or destroy the data files it received from the DCF under this Agreement. The Recipient understands that as a result of the DCF's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, the DCF may refuse to release further the DCF data to the Recipient for a period of time to be determined by the DCF.
17. The Recipient agrees to notify the DCF, by and through the DCF's Office for Research and Evaluation, within thirty (30) days of the completion of the purposes or activities specified in the attached Schedule A of this Agreement if the purpose or activity is completed before the aforementioned retention date. Upon such notice or retention date,

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whichever occurs sooner, the Recipient agrees to destroy such data. The Recipient agrees to destroy and send written certification of the destruction of the files to the DCF within thirty (30) days. The Recipient agrees not to retain the DCF data sets or files or any parts thereof, after the data sets or files are destroyed unless the DCF grants written authorization. The Recipient acknowledges that the date of destruction is not contingent upon any action by the DCF.

18. The Recipient agrees not to disclose direct findings, listings or information derived from the data file(s) specified in the attached Schedule A of this Agreement, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to, geographic location, age, sex, diagnosis, admission/discharge date(s) and date of death.
19. The Recipient agrees that any use of the DCF data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose specified in the attached Schedule B of this Agreement (regardless of whether the report or other writing expressly refers to such purpose, to the DCF, or to the files specified in the attached Schedule A of this Agreement or any data derived from such files) must adhere to the DCF current cell size suppression policy. This policy requires that no cell (e.g., entries, discharges, patients, services) size of 10 or less may be displayed. In addition, no use of percentages or other mathematical formulae may be used if they result in the display of a cell size of 10 or less. By signing this Agreement the Recipient hereby agrees to abide by this cell size suppression policy and, therefore, will not be required to submit any written documents for DCF review compliance review except when expressly requested to do so.
20. When analyses or summaries of the data are disclosed in a grant application, newsletter, manuscript, report, conference or meeting abstract, peer-reviewed publication or other presentation that is made to an audience including attendees not affiliated with the Recipient, statement(s), disclaimers and/or acknowledgements shall appear within the body of the work. Examples include, but are not limited to:
 - For independent work: *"These data were provided by the DCF Office for Research and Evaluation from the DCF's data system(s). DCF specifically disclaims responsibility for any analyses, interpretations or conclusions."*
 - For collaborative work with the DCF: DCF staff making minor contributions (e.g., supervised data analysis, advising on statistical issues) shall be acknowledged and DCF staff making significant contributions (e.g., formulation of research hypotheses, research design, design and conduct of major data analyses, interpretation of findings, contribution to writing a major section) shall be acknowledged as co-authors.
21. Any breach of any of the provisions of this Agreement shall render the Agreement voidable at the discretion of DCF. The Recipient shall notify the DCF, by and through the DCF's Office for Research and Evaluation, in writing within twenty-four (24) hours of any violation of this Agreement, including full details of the violation and corrective actions to be taken. The DCF shall afford the Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to reach mutually agreeable terms for cure shall be grounds for the immediate termination of this Agreement by the DCF. In that case, all data previously provided by the DCF, including any copies of the data, regardless of form, shall be returned to the DCF immediately and/or access given to confidential client level or child protection data and information will be suspended immediately. No further data shall be released, no further security access shall be permitted and no further Agreements shall be entered into with the Recipient and collaborators for a period of time to be determined by the DCF.
22. The Recipient understands that Connecticut General Statutes §17a-28 addresses the confidentiality of DCF case records and states, in part:

"...The information contained in reports and any information relative to child abuse, wherever located, shall be confidential..."

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"...Any violation of this section... shall be punishable by a fine of not more than one thousand dollars or imprisonment for not more than one year."

23. Recipient understands that all Recipient officers, agents and employees are bound by these same statutory obligations and provisions and shall not disclose any confidential information through any means which includes but is not limited to verbal, written or electronic means to anyone who is not employed by DCF and has a business need to know unless specifically authorized to do so by DCF for purposes of performing duties and activities as defined in the attached Schedule B of this Agreement.
24. Recipient understands that all Recipient officers, agents and employees may be subject to the above-cited criminal penalty and may also be subject to a civil lawsuit if confidential DCF information is illegally disclosed. The Recipient further understands that if sued for willful or negligent breach of confidentiality, DCF will not be responsible for any costs or damages associated with said suit.
25. This document, including the attached Schedules A and B constitute the Agreement in its entirety and there shall be no deviation from the terms unless expressly agreed and executed to by the parties by way of written amendment or modification to this Agreement or by the parties adopting a new Agreement.
26. This Agreement and the resulting release of or security access to data constitute a license to Recipient to use the data solely for the study, research, evaluation or project purposes and expressed activities set forth in the attached Schedule B to this Agreement. Recipient agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the data for any products or processes for profit-making or commercial purposes. The data will not be used in research that is subject to consulting or licensing obligations to another recipient, corporation or business entity unless written permission is obtained from the DCF.
27. This Agreement is not a contractual or a resource obligation instrument. Nothing in this Agreement shall obligate DCF to expend resources or to enter into any contract or other obligation or be cited as the basis for the promise of resources. All commitments made by DCF in this Agreement are subject to the availability of resources and priorities.
28. Collaboration under this Agreement shall be in accordance with the terms and does not restrict DCF or Recipient from participating in similar activities or arrangements with other entities. Recipient understands and acknowledges that this Agreement in no way affects, alters, or otherwise constrains DCF's right to provide similar (or identical) services to, or establish similar (or identical) relationships with, any other entity. Recipient understands that DCF's participation in this Agreement does not constitute an endorsement, express or implied, of (a) any policy, study, research, evaluation or project advocated by Recipient or (b) any services purchased, offered or utilized by Recipient in the accomplishment of any of the activities and purposes of the study, research, evaluation or project described in the attached Schedule B of this Agreement.
29. Nothing in this Agreement shall confer upon any person other than the Recipient and respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
30. The Recipient understands that after the study, research, evaluation or project has concluded, the provisions shall remain in full force and effect indefinitely, including the potential civil and criminal liabilities for breach of confidentiality.
31. By signing this Agreement, the Recipient agrees to abide by all provisions set forth in this Agreement and acknowledges having received notice of potential administrative, civil and criminal penalties for violation of the terms of the Agreement.

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Entered into and agreed to by the following and effective upon whichever signatory date is the latter.

FOR THE DEPARTMENT OF CHILDREN AND FAMILIES:

First Last
Title
Connecticut Department of Children and Families

Date

FOR THE RECIPIENT:

First Last
Title
Institution

Date

DATA USE AGREEMENT

SCHEDULE A

This Schedule A to this Data Use Agreement certifies that the following limited data sets or data file(s) are to be released or the following confidential client level or child protection data and information are to be given security access to the Recipient by the DCF to conduct the aforementioned study, research, evaluation or project described herein .

Limited Data Sets or Data File(s)

The following DCF limited data set(s) or data file(s) is/are covered under this Agreement (please specify the file and years(s) and system of record).

Confidential Client Level or Child Protection Data and Information:

The parties mutually agree that the DCF retains all ownership rights to the limited data sets or data file(s) and/or data and information obtained through access of confidential client level or child protection data and information referred to above in this Schedule A of this Agreement, and that Recipient does not obtain any right, title or interest in any of the data furnished by the DCF.

The Recipient affirms that the requested limited data sets or data file(s) and/or access to confidential client level or child protection data and information as specified above is the minimum necessary to achieve the purposes and activities stated in Schedule B of this Agreement. The Recipient agrees that, within the Recipient organization and the organizations of its agents, access to the data covered in Schedule A of this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose and activities stated in Schedule B of this Agreement (*i.e.*, individual's access to the data will be on a need-to-know basis).

There shall be no deviation from or addition to the above list of limited data sets, data files or confidential client level or child protection data and information unless expressly agreed to and executed by the parties by way of written amendment.

FOR THE RECIPIENT:

First Last
Title
Institution

Date

DATA USE AGREEMENT

SCHEDULE B

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This Agreement is entered into by and between the **Connecticut Department of Children and Families ("DCF")** and **("Recipient")** as principal investigator or evaluator of the following study, research, evaluation or project entitled, " _____," (IRB#: _____).

This Schedule B to this Data Use Agreement certifies the following limited purposes and activities for which the Recipient may use the limited data sets or data files released by the DCF to conduct the aforementioned study, research, evaluation or project.

Limited Purposes and Activities for Limited Data Sets or Data File(s):

This Schedule B to this Data Use Agreement certifies the following limited purposes and activities for which the Recipient may use the confidential client level or child protection data and information to which Recipient has been given security access by the DCF to conduct the aforementioned study, research, evaluation or project.

Limited Purposes and Activities for Access to Confidential Child Protection Data and Information:

The Recipient understands that, by furnishing the limited data sets or data file(s) and/or allowing access to confidential client level or child protection data and information specified in Schedule A of this Agreement, the DCF relies upon the Recipient's representation that such limited data sets or data file(s) and access to confidential client level or child protection data and information will be used solely for the above-stated purposes and activities.

The Recipient represents further that the facts and statements made in any Institutional Review Board application, study or research protocol or project plan submitted to the DCF are complete and accurate. The Recipient further represents that any Institutional Review Board application, study or research protocol or project plan that has been approved by the DCF represents the total use(s) to which the limited data sets or data file(s) and/or access to confidential client level or child protection data and information specified in Schedule A of this Agreement will be used.

There shall be no deviation from or addition to the above list of purposes and activities for the limited data sets, data file(s) or access to confidential client level or child protection data and information unless expressly agreed and executed to by the parties by way of written amendment.

First Last
Title
Institution

Date