

**UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES
INTERNAL DATA SHARING AGREEMENT**

This internal data sharing agreement is by and between the Office of Early Childhood ("**Source Program**"), and the **Office of Informatics & Data Systems ("Recipient")**. The purpose of this agreement is to establish conditions, safeguards, and requirements under which the **Source Program** agrees to disclose data to the **Recipient** and to ensure the confidentiality and security of all such data.

The **Source Program** agrees to provide Personally Identifying Information (PII) from the **Baby Watch Early Intervention Program (BWEIP)** to the **Recipient** for the purpose of de-duplicating records and linking individual-specific records with records from other source programs within the DHHS Master Person Index (DOHMPI) to evaluate the effectiveness of home visiting services along with the effectiveness of other early childhood intervention services and, as applicable, for research approved by an IRB.

This agreement does not grant permission for the **Recipient** to release the **Source Program's** PII data to any party external to the Utah Department of Health and Human Services ("**Department**"). Any release of PII data to external parties shall require a separate agreement as outlined in **Department** policies and procedures.

These datasets cannot be used for making any determination affecting the rights, benefits, or entitlements of any individual to whom the data relates.

1. AUTHORIZING STATUTE:

The Federal Education Records Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, [CFR Title 34/Subtitle A/Part 99/Subpart D/§ 99.35 \(a\)](#) authorizes the **Source Program** to disclose identifiable data for the purpose of an audit and/or evaluation.

The **Recipient** is authorized to collect this information under Utah Code Annotated:

[26B-8-402 Powers of department to collect and maintain health data;](#)
[26B-8-403 Quality and publication of statistics;](#) and
[26B-8-404 Coordination of health data collection activities.](#)

2. DESCRIPTION OF DATA:

"Data" means all records and information created, received, maintained, or transmitted by the **Source Program**, which is accessed or used by, or disclosed to, **Recipient** in connection with the purpose of this agreement.

The **Source Program** obtains consent from the child's parent or legal guardian to use **BWEIP** data for research, program evaluation and/or quality improvement purposes. A complete list of the **BWEIP** data elements to be shared by the **Source Program** are listed in Appendix A.

3. **PERMITTED USES AND DISCLOSURES:**

- 3.1. **Recipient** shall only access, use, or disclose data for identity resolution, record linkages, data analysis, program evaluation and report development. The **Recipient** shall not use the data for any other purpose without prior approval of the department.
- 3.2. **Recipient** shall ensure any access to, or use of the data is limited to authorized individuals who need to access or use the data in the performance of **Recipient's** duties under this Agreement.
- 3.3. Unless specified otherwise, **Recipient** may not disclose or distribute any information from the data that identifies or may be used to identify an individual to any other organizations or persons.
- 3.4. The **Recipient** will link the **Source Program's** data with data from additional data sources, i.e., create matched, integrated data sets.
- 3.5. Integrated data sets may be used to evaluate the home visiting program and early intervention services, report development, research approved by the IRB, and quality improvement purposes.
- 3.6. Limited data sets will be shared with the Department's Early Childhood Integrated Data System (**ECIDS**).
- 3.7. **ECIDS** is a data repository that integrates data from programs that provide early childhood services and/or early childhood benefits.
- 3.8. De-identified and aggregated reports developed and published by **ECIDS** inform decisions about resource allocation and support continuous quality improvement of early childhood programs and services.
- 3.9. The **ECIDS Governing Committee**, composed of the participating data sources, governs access to aggregated ECIDS reports.

4. **METHOD OF DATA TRANSMISSION:**

- 4.1. All transmissions or exchanges of data between parties shall be performed using a secure transfer method.
- 4.2. All data loading transmissions from the Source Program and the **Recipient** must occur via encrypted (e.g., HTTPS, AES or SFTP) or other secure means. The Source Program may transfer the file to the Recipient by secure file transfer protocol (SFTP). The Source Program may also choose to grant select privilege to database tables or views to the Recipient. When available, the Source Program may also choose to provide access to the data via an API. If none of the above options are feasible, the Source Program agrees to send the Recipient a flat file of the data via secure email or upload via the secure

DOHMPI Dashboard website. Once the **Recipient** receives the file and imports it into DOHMPI, the source file will be automatically deleted.

5. SAFEGUARDING THE DATA:

- 5.1. **Recipient** shall implement and maintain administrative, technical, and physical safeguards necessary to protect the confidentiality of the data and to prevent unauthorized use or access. Such safeguards include, as appropriate and without limitation: (i) securing **Recipient's** facilities, data centers, paper files, servers, back-up systems and computing equipment, including all mobile devices and other equipment with information storage capability; (ii) implementing network, device application, database and platform security; (iii) securing information transmission, storage and disposal; (iv) implementing authentication and access controls within media, applications, operating systems and equipment; (v) encrypting identifiable data stored on any mobile media and devices and computers/servers that allow remote access; (vi) encrypting identifiable data transmitted over public or wireless networks; (vii) strictly segregating identifiable data from information of other unauthorized customers so that department data is not commingled with any other types of information where required; (viii) implementing appropriate personnel security and integrity procedures and practices; (ix) providing appropriate privacy and information security training to **Recipient's** employees; and (x) any other measures reasonably necessary to prevent unauthorized use or access.
 - 5.2. **Recipient** shall promptly report to the **Department** and the **Source Program** any unauthorized access, use, disclosure, modification, or destruction of the data or any interference with system operations in a system that involves data of which it becomes aware. **Recipient** agrees to take reasonable steps to mitigate any effects of such incident and limit any further use or disclosure of the data. Upon the **Department's** request, **Recipient** agrees to consult and cooperate with the **Department** regarding appropriate steps for remediation and any applicable reporting requirements.
6. **DATA OWNERSHIP:** The **Source Program** retains all ownership rights to the data. **Recipient** does not obtain any right, title, or interest in any data furnished by the **Source Program**. For purposes of the Agreement, data does not cease to be the **Source Program's** data solely because it was transferred or transmitted beyond the **Source Program's** immediate possession, control, or custody. The **Source Program** makes no representation or warranty, either expressed or implied, with respect to the accuracy of any data disclosed to the **Recipient**.
 7. **ACCESS TO BOOKS AND RECORDS REGARDING DATA:** Upon reasonable request by the **Source Program**, the **Recipient** shall allow the **Source Program** to perform a review of the facilities, systems, books, records, agreements, policies and procedures relating to the access, use, or disclosure of data to determine **Recipient's** compliance with the Agreement. The **Source**

Program may require the **Recipient** to conduct a risk assessment that addresses administrative, technical, and physical risks, if reasonable and appropriate.

8. **TERM AND TERMINATION:** The Agreement is effective upon the signatures of all parties. The term of the agreement begins with the effective date and terminates five years later. Either party may terminate the Agreement with or without cause upon thirty (30) days' prior written notice to the other party. The **Source Program** may terminate the Agreement at any time if deemed necessary because of a requirement of law or policy, upon determination by any party that there has been a breach of system integrity or security by **Recipient**, or by a failure of **Recipient** to comply with the Agreement.
9. **DISPOSITION OF DATA: DISPOSITION OF DATA:** When a child turns 18, the **Source Program's** PII will be deleted from DOHMPI (the ECIDS database does not possess PII). Upon termination of the Agreement, **Recipient** shall extend the protections and limitations agreed to in the Agreement. This provision shall survive termination of the Agreement.
10. **NOTICE:** Any notice or other communications required or permitted to be given under this Agreement shall be sent to:

If to the Source Program:

Dakota Matherly
Office of Early Childhood, Director
Division of Family Health
195 North 1950 West
Salt Lake City, Utah 84116
385.271.7231
dakotamatherly@utah.gov

If to the Recipient Program:

Huaizhong Pan
Office of Informatics and Data Systems, Interim Director.
Division of Data, Systems & Evaluation
288 North 1460 West
Salt Lake City, Utah 84116
801-328-5259
hpan@utah.gov

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed and entered into by their authorized representative.

For the Source Program:

For the Recipient Program:

Signature

Signature

Name

Name

Title

Title

Date

Date

DRAFT

*** Appendix A: DRAFT (version 1)**

Item #	Data Element	DOHMP I	ECIDS	ECIDS Comment
1	child.id	X		
2	Ei_provider_id	X	X	
3	Created_at	X	X	
4	Date_of_Birth	X	X	only the month/year export to ECIDS
5	Gender	X	X	
6	First_Name	X		
7	Middle_Name	X		
8	Last_Name	X		
9	Suffix	X		
10	Enrollment date		X	
11	Line1 (street line 1 address)	X		
12	Line2 (street line 2 address)	X		
13	Us_city	X	X	
14	Us_state_code	X	X	
15	Zip5	X	X	
16	Zip4	X		
17	Exit_date		X	
18	ID (enrollment id)		X	
19	Is_hispanic		X	
20	Child_ethnicity.Name (race value)		X	