**DATA SHARING AGREEMENT**

between

[Company]

and

council on domestic violence and sexual assault

This Data Sharing Agreement is made and entered into on and between the [Company] (hereafter “[Agency Acronym]”), and the Council on Domestic Violence and Sexual Assault (hereafter “CDVSA”).

WHEREAS, [Agency Acronym] may disclose or make available to CDVSA, and CDVSA may use, disclose, receive, transmit, maintain or create from, certain information in conjunction with research, evaluation, and reporting; and

WHEREAS, CDVSA is committed to compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder; and

WHEREAS, CDVSA will only use non-identifying, aggregate data/information for said research and evaluation purposes and reporting; and

WHEREAS, the purpose of this agreement is to satisfy the obligations of Criminal Justice Information (CJI) compliancy; and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of HIPAA and to ensure the integrity and confidentiality of certain information disclosed or made available to CDVSA and certain information that CDVSA uses, discloses, receives, transmits, maintains or creates, from [Agency Acronym]; and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patients) and 45 CFR Parts 160-164(HIPAA Privacy Rule); and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of Confidentiality and Privacy Provisions of the Violence Against Women Act; and

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**
2. Department of Public Safety Battering Intervention Program Data Management: “BIP Database” shall mean Department of Public Safety Battering Intervention Program Data Management, maintained by Department of Public Safety and CDVSA.
3. Designated Record Set: “Designated Record Set” shall mean (i) service sessions, personal details, and incident records maintained by [Agency Acronym] in BIP Database; or (ii) records used, in whole or in part, by [Agency Acronym] to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection or grouping of information that is maintained, collected, used or disseminated by or for [Agency Acronym].
4. EHR: “EHR” shall mean electronic health record containing health related information on an individual that is created, gathered, managed, and consulted by authorized staff of [Agency Acronym].
5. **SCOPE AND PURPOSE**
6. This Agreement sets forth the terms and conditions pursuant to which [Agency Acronym] will use BIP Database as a database system.
7. Except as specified elsewhere in this Agreement, CDVSA may make all uses and disclosures of the designated record set necessary for the following purposes:
   * to maintain BIP Database,
   * public health activities,
   * to comply with federal and state reporting requirements, and
   * to perform its oversight, audit, and evaluation responsibilities specific to individuals who receive services from [Agency Acronym].
8. Only CDVSA employees and business associates are permitted to use or disclose the designated record set for the purposes listed in B(2).
9. Only authorized employees of [Agency Acronym] are permitted to access BIP Database for the purposes of entering data.
10. **OBLIGATIONS OF CDVSA**
11. CDVSA may only use or disclose the designated record set for the purposes listed in B(2).
12. CDVSA shall use appropriate safeguards to prevent the use or disclosure of the designated record set other than as provided for in this Agreement.
13. CDVSA shall provide [Agency Acronym] login and password information to access the BIP Database.
14. If CDVSA is a Qualified Service Organization under the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC 290dd-2 and 42 CFR Part 2 (“42 CFR Pt 2”), it must comply with certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.
15. If CDVSA uses a subcontractor or agent to provide services under this Agreement, and the subcontractor or agent creates, receives, maintains, or transmits [Agency Acronym] 's data, the subcontractor or agent shall sign an agreement with CDVSA containing substantially the same provisions as this Agreement.
16. CDVSA shall report to [Agency Acronym] any use or disclosure of the designated record set, of which it becomes aware, not provided for in this Agreement within 15 days of discovery.
17. **OBLIGATIONS OF** [Agency Acronym]
18. [Agency Acronym] shall safeguard their login and password information to the BIP Database.
19. If [Agency Acronym] operates a drug and alcohol treatment program under 42 CFR Pt 2, it must comply with certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.
20. **GENERAL PROVISIONS**
21. Individuals whose protected health information under HIPAA is the subject of this Agreement are not intended to be third party beneficiaries of this Agreement.
22. Each party is responsible for its own acts and omissions.
23. **TERMINATION**

A breach of a material term of this Agreement by [Agency Acronym] that is not cured within a reasonable period will provide grounds for the immediate termination of this Agreement and [Agency Acronym]’s ability to use BIP Database.

CDVSA may terminate [Agency Acronym]’s use of BIP Database, for any reason upon 90 days’ written notice.

1. **AMENDMENT**

The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this Agreement to ensure compliance with applicable changes in law. Upon receipt of a notification from CDVSA that an applicable change in law affecting this Agreement has occurred, [Agency Acronym] will promptly agree to enter into negotiations with CDVSA to amend this Agreement to ensure compliance with changes in law.

1. **TERM OF AGREEMENT**

This agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this agreement and shall remain in full force and effect until either party terminates the agreement. This agreement may be terminated without cause by either party upon 30 days written notice.

Authorized Signer and Agency Name Date

L. Diane Casto, Executive Director Date

Council on Domestic Violence and Sexual Assault

**Appendix A: Criminal Justice Information Definitions**

# *From the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy, version 5.6*

Criminal Justice Information (CJI) is the abstract term used to refer to all of the FBI CJIS provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data. In addition, CJI refers to the FBI CJIS-provided data necessary for civil agencies to perform their mission; including, but not limited to data used to make hiring decisions. The following type of data are exempt from the protection levels required for CJI: transaction control type numbers (e.g. ORI [originating agency identifier], NIC [National Institute of Corrections], FNU [FBI number], etc.) when not accompanied by information that reveals CJI or personally identifiable information (PII).

# *From the State of Alaska Department of Public Safety (DPS) CJIS Security Policy, version 2015.09*

CJI is the term used to refer to all of the DPS-, FBI-, and Nlets-provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property, and case/incident history data. In addition, CJI refers to the DPS- and FBI-provided data necessary for civil agencies to perform their mission; including, but not limited to data used to make licensing and hiring decisions. Additionally, the Alaska Statutes (AS) provide the following definitions for CJI:

* Alaska Statute (AS) 12.62.900(12) "Criminal Justice Information" means any of the following, other than a court record, a record of traffic offenses maintained for the purpose of regulating drivers' licenses, or a record of a juvenile subject to the jurisdiction of a court under AS 47.12: (A) criminal history record information; (B) non-conviction information; (C) correctional treatment information; (D) information relating to a person to be located, whether or not that person is wanted in connection with the commission of a crime.

# *Additional References*

AS 12.62.900(8) "criminal history record information" [CHRI] means information that contains (A) past conviction information; (B) current offender information; (C) criminal identification information.

28 CFR 20.3(d) Criminal history record information means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

*From the Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and*

*Privacy Provisions of the Violence Against Women Act, as Amended*

1. In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.