

RESEARCH AGREEMENT
BETWEEN
IOWA DEPARTMENT OF PUBLIC HEALTH
AND

Institution, on behalf of Primary Investigator Name

This Agreement is made and entered into on by and between the Iowa Department of Public Health (IDPH) and ***Institution, on behalf of Primary Investigator Name*** (the Researcher).

- I. **Purpose.** IDPH supports research activities which benefit the health and well-being of Iowans. IDPH recognizes that conducting research for new insights and innovative solutions to health problems is one of the ten essential public health services. It is the mutual desire of IDPH and the Researcher to provide the Researcher with limited access to ***name of dataset(s)*** (IDPH Records) for the purpose of enabling the Researcher to implement the research project titled, "***insert title from question 1 of application***". The details of the research project are described in the Application for Access to Public Health Data for Research Agreements ("Application," attached as Attachment 1).
- II. **Legal Authority.** ***Insert description of legal authority for data collection & release.***
- III. **Term.** The term of this Agreement shall be from ***Month, Day, 2017***, until ***Month, Day, 2019***, unless terminated early in accordance with the termination section below.
- IV. **Duties of the Parties.**
 - A. **Duties of IDPH.** Following a review of the Application, IDPH through its Research and Ethics Review Committee has found the IDPH Records requested in the Application to be essential for the research project described, has found such project to be for bona fide research purposes, and has found that such project is not for private gain. IDPH therefore agrees to release to Researcher the IDPH Records, ***name of dataset(s)***, as presented in the Appendix A.
 - B. **Duties of Researcher.** The Researcher agrees to the following:
 1. **Use.** All IDPH Records shall be used only for bona fide research purposes as set forth in the Application. The Researcher shall not use or permit others to use the IDPH Records in any way except for statistical reporting and analysis.
 - a. **No personally identifiable data provided.** If IDPH has not provided Researcher with personally identifiable data, the Researcher shall not use

nor allow anyone else to use the IDPH Records to learn the identity of any person contained in the certificates or data provided. If the identity of any person is discovered inadvertently the Researcher will not make use of this knowledge; will immediately notify the IDPH; will safeguard or destroy the information which led to the identification of the individual as requested by the IDPH; and will inform no one else of the discovery.

- b. *Personally identifiable data provided.* If IDPH has provided Researcher with personally identifiable data, such data or information from the IDPH Records shall not be used to establish contact with the named person or his/her family without prior written approval from IDPH, except as described in Appendix C.

2. **Storage.** The Researcher agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. All IDPH Records received pursuant to this Agreement shall be stored in a secure locked area with access restricted to project personnel for research purposes only as set forth in the Application. The IDPH Records will be stored in compliance with the standards of *Security Rules for Public Health Data.* The Researcher shall comply with Department and State information technology standards.

(1) Data Backup Standard: Applicable to Researchers which utilize data systems to process, store, transmit or monitor IDPH information.

(2) Data Stewardship Standard: Applicable to Researchers which utilize data systems to process, store, transmit or monitor IDPH information.

(3) Interconnectivity Standard: Applicable to Researchers which utilize data systems to process, store, transmit or monitor IDPH information.

(4) Laptop Data Protection Standard: Applicable to Researchers which utilize laptops to process, store, transmit or monitor IDPH data.

(5) Removable Storage Encryption Standard: Applicable to Researchers which utilize removable storage devices to process, store, transmit or monitor IDPH information.

Current state information technology standards are accessible online at <https://ocio.iowa.gov/home/standards>.

3. **Confidentiality.** The Researcher shall maintain the confidentiality of all IDPH Records. The Researcher shall not disclose, release, sell, loan, or otherwise grant access to any confidential information contained in the IDPH Records, including but not limited to names and other identifying information of persons who are the subject of such records, either during the period of this Agreement or hereafter. All identifiable and personal indicators shall be kept strictly confidential and shall not be used or released for any purpose.

The Researcher shall provide upon request to IDPH a written description of its policies and procedures to safeguard confidential information. The Researcher shall designate one individual who shall remain the responsible authority in charge of all IDPH Records collected or used by the Researcher in connection with this Agreement. The Researcher agrees that, within the Researcher's

organization, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in the Application and to those individuals on a need-to-know basis only.

Information from the IDPH Records shall not be used to establish contact with the named person or his/her family without prior written approval from IDPH. The Researcher may use IDPH records to establish contact with individuals for the purposes of the research outlined in this agreement following the protocol described in Appendix C. (*Appendix C should contain contact scripts, processes etc specific to this research project.*)

The Researcher shall immediately report to IDPH any unauthorized disclosure of confidential information, and shall take further action regarding the use or disclosure as directed by IDPH. Such disclosure shall be grounds for immediate termination of this Agreement.

4. **Data Linkage.** The Researcher may not link the data provided by this Agreement to any other dataset except as described in the Application without express written permission from IDPH.
5. **Destruction.** The Researcher shall destroy all data received from IDPH and any files created by linking these data files at the termination of the project or in any case within two years, unless need for further retention is explained in the project description and approved in writing by IDPH through addendum to this Agreement. Destruction shall be by means which render the IDPH Records unidentifiable and useless. Acceptable means include sanitization, degaussing (i.e., demagnetizing), physical destruction, and data clearing. The person performing the data destruction must have suitable technical expertise and will be responsible for certifying that the process has been successfully completed. The Researcher shall provide notification to IDPH of the destruction of the records by completing and returning the *Confirmation of Destruction* form. Any biological specimens provided by IDPH and personal identifiers will be returned to the State Hygienic lab at the end of the term of this agreement.
6. **Fees.** The Researcher shall reimburse IDPH in accordance with the attached fee schedule (Appendix B). The fee per copy or index search may change, as Iowa law requires that fees be collected sufficient to cover the actual cost of providing the certificates, records, or data. The Researcher shall receive thirty (30) day written notice prior to any fee changes.
7. **Future Requests.** All future requests, relative to the described project, shall make reference to the above Agreement number.
8. **Modifications.** If during the research study there is a modification to the project or if the project is terminated, notice shall be sent to IDPH explaining the modifications or stating date of termination. The Researcher shall not modify the use of IDPH records or data from that contained in the Application without prior written approval from IDPH.

9. **Ownership.** The parties mutually agree that IDPH retains all ownership rights to the data referred to in this Agreement, and that the Researcher does not obtain any right, title, or interest in any of the data furnished by IDPH.
10. **Re-release.** The Researcher may not re-release data provided by this Agreement without express written permission from IDPH. Data provided by this Agreement is for use solely by the Researcher only for the purposes outlined in this Agreement.
11. **Aggregate Data Publication.** If the Researcher is associated with an Iowa regent institution, the Researcher agrees to comply with the conditions regarding publications and presentations contained in Section 8(b) of the General Conditions for Contracts with State Universities, effective March 15, 2017. If the Researcher is not associated with an Iowa regent institution, the Researcher agrees to provide a copy of all proposed publications to IDPH at least thirty (30) days in advance of the proposed dissemination date. The publication shall not be published in any format without the prior written consent of IDPH. Any publication of aggregate data shall comply with IDPH confidentiality guidelines, including [IDPH Disclosure of Confidential Public Health Information, Records, or Data Policy](#).

V. Indemnification. The Researcher agrees to indemnify and hold harmless the State of Iowa and IDPH, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or IDPH related to or arising from:

- Any breach of this Agreement;
- Any negligent, intentional or wrongful act or omission of the Researcher or any agent or subcontractor utilized or employed by the Researcher;
- The Researcher's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Researcher;
- Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- Any failure by the Researcher to adhere to the confidentiality provisions of this Agreement.

VI. Agreement Administration

A. Independent Contractor. The status of the Researcher shall be that of an independent contractor. The Researcher, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the

Researcher nor its employees shall be considered employees of the Agency or the State of Iowa for federal or state tax purposes.

- B. Compliance with the Law.** The Researcher, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including without limitation, all laws applicable to the release of IDPH Records. The Researcher, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement.
- C. Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.
- D. Third-Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, IDPH, and the Researcher.
- E. Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDPH or the State of Iowa.
- F. Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Researcher shall be considered an assignment.
- G. Integration.** This Agreement represents the entire Agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
- H. Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- I. Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless

otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

J. Supersedes Former Contracts or Agreements. This Agreement supersedes all prior Contracts or Agreements between the Researcher and IDPH governing this project.

K. Notice. Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency:

If to the Researcher:

Each such notice shall be deemed to have been provided:

1. At the time it is actually received; or,
2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
3. Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

L. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

M. Authorization. Each party to this Agreement represents and warrants to the other parties that:

- It has the right, power and authority to enter into and perform its obligations under this Agreement.
- It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- N. Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- O. Termination.** Either party may terminate this Agreement upon thirty days written notice to the other party. The unauthorized disclosure of confidential information shall be grounds for immediate termination of this Agreement.
- P. Researchers Associated with Iowa Regent Institutions or State Agency.** Sections V, VI(A), and VI(I) of this Agreement shall be of no force and effect if the Researcher is associated with an Iowa regent institution or state agency.
- Q. Security Audits by IDPH.** During the Term of this DSA, the IDPH or its third party designee may, but is not obligated to, (1) perform audits of the Researcher's environment, and (2) perform audits of the Researcher's practices related to safeguarding and handling IDPH's confidential records and data. Such audit rights shall include inspection and tests related to the receipt, maintenance, and use of IDPH's confidential records and data including but not limited to performing inspections of the Researcher's system and access logs, conducting forensic audits of relevant systems, and interviewing the Researcher's personnel. The Researcher agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
- R. Custodianship.** The parties mutually agree that the following named individual is designated as "Custodian" of the file(s) on behalf of the Researcher and will be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in the Agreement to prevent unauthorized use. The Researcher agrees to notify IDPH within fifteen (15) days of any change of custodianship. The parties mutually agree that IDPH may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

Custodian:

VII. Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Appendix A: Datasets, date range, and variables requested from each dataset.

Dataset:

Date Range:

Geographic Area:

Variables listed below:

DRAFT