

AGREEMENT NUMBER: XXXXXXXX

AGREEMENT TERM: X-X-2024 or date of last signature through X-X-2029

**DATA SHARING AGREEMENT
BETWEEN
IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
XXXXXXXXXXXX**

The Iowa Department of Health and Human Services (“Iowa HHS”) and the **INSERT EXTERNAL USER NAME** (“User”) (collectively the “Parties”) hereby enter into this Data Sharing Agreement (“Agreement”) for the project titled **XXXXXXXXXXXXXXXXXXXX**.

- I. **Agreement Purpose.** Through this Agreement, Iowa HHS agrees to supply the User with required data fields as defined within Appendix A below (hereafter “Data”) on a schedule agreed upon between the Parties. This Agreement establishes the core legal framework for the exchange of Data between Iowa HHS and the User.
- II. **Agreement Term.** The term of this Agreement shall be from **DATE** or date of last signature until **DATE** unless terminated sooner pursuant to Section III(d)(xx), or extended by written and fully executed amendment.
- III. **General Terms for Data Sharing Agreement**
 - a. **Use of Information.**
 - i. **Restrictions on Use.** The User shall not use, further disclose, or permit others to use or disclose the Data received through this Agreement other than as permitted by this Agreement. The User shall allow only those members of its workforce who have a legitimate business need for the Data to access the Data.
 - ii. **Restrictions on Contacting Individuals.** The User shall not contact the individuals identified in the Data or their family members, unless authorized through this Agreement.
 - iii. **Restrictions on Data Linkage.** The User shall not link the data provided by this Agreement to any other dataset, unless authorized through this Agreement.
 - iv. **Restrictions on Disclosure.** The User shall provide written notice to Iowa HHS of all proposed subcontracts or other agreements that in any way seek to authorize an exchange of the Data obtained through this Agreement prior to the time any subcontract or agreement becomes effective. Iowa HHS reserves the right to review and approve all subcontracts or other agreements regarding the Data within this Agreement. No such subcontract or agreement shall be effective until the User receives Iowa HHS’s written approval. All restrictions, obligations, and responsibilities of the User under this Agreement shall also apply to subcontractors and agents, and the User shall include in all such subcontracts or agreements a clause that so states. The User shall maintain written documentation of all agents and subcontractors with access to the Data covered by this Agreement and provide this documentation to Iowa HHS immediately upon request. The User shall not allow commercial exploitation of the Data by or on behalf of the User for any purpose.

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- v. **Modifications.** If during the process of implementing this project there is a modification to the project or if the project is terminated, notice shall be sent to Iowa HHS explaining the modifications or stating date of termination. The User shall not use the Data for any purposes beyond those described in this Agreement without prior written approval from Iowa HHS in the form of an amendment to this Agreement, consistent with Section III(d)(xviii).
 - vi. **Publications.** The User agrees to provide a copy of all publications, presentations, or other release of aggregate or summary data to Iowa HHS. The User shall ensure that public documents created from the use of the Data provided through this Agreement do not identify, directly or indirectly, any individual included in the Data. Any publication of aggregate data, including the release of small counts or counts at small geographic regions, shall comply with Iowa HHS confidentiality policies and guidelines, including [IDPH Disclosure of Confidential Public Health Information, Records, or Data Policy](#).
- b. **Safeguarding Information.**
- i. **Confidentiality.** The User shall maintain the confidentiality of and protect from unauthorized access, use, and disclosure all Data shared through this Agreement. Except as authorized through this Agreement or as required by law, the User shall not disclose, release, sell, loan, or otherwise grant access to the Data shared through this Agreement, either during the period of this Agreement or hereafter. The User may be held civilly or criminally liable for improper use or disclosure of confidential information.

The User agrees that, within the User'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 this Agreement and to those individuals or positions on a need-to-know basis only.

- ii. **Restriction on Responding to a Subpoena.** In the event that a subpoena or other legal process is served upon the User for the Data obtained through this Agreement or records containing identifying client information derived from the Data, the User shall resist such legal process and promptly notify Iowa HHS and cooperate with Iowa HHS in any lawful effort to protect disclosure of client-identifying information.
- iii. **Security.** The User shall use appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the Data shared through this Agreement. The User shall prevent unauthorized access, use, or disclosure of the Data obtained through this Agreement. The User shall comply with Iowa HHS and State information technology standards. Current state information technology standards are accessible online at <https://ocio.iowa.gov/standards>.

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- iv. **Security Audits.** During the Term of this Agreement, Iowa HHS or its third party designee may, but is not obligated to, (1) perform audits of the User's environment and (2) perform audits of the User's practices related to safeguarding and handling of the Data. Such audit rights shall include inspection and tests related to the receipt, maintenance, and use of Data including but not limited to performing inspections of the User's system and access logs, conducting forensic audits of relevant systems, and interviewing the User's personnel. The User agrees to comply with all Iowa HHS recommendations that result from such inspections, tests, and audits within a timeframe agreed upon by both the User and Iowa HHS.
- v. **Reporting of Inappropriate Use or Disclosure.** The User shall immediately report to Iowa HHS any unauthorized access, use, or disclosure of Data shared through this Agreement immediately upon discovery. The User agrees to cooperate fully and to provide any assistance necessary to Iowa HHS in the investigation of any security incident or breach that may involve the User, the User's personnel, or the User's data system(s). The User agrees to comply with all applicable laws that require notification to individuals in the event of unauthorized use or disclosure of confidential information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the User's security obligations or other event requiring notification under applicable law, the User agrees to follow Iowa HHS directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.
- vi. **Foreign Access, Hosting, and Storage Prohibited.** The Data shared through this Agreement shall be accessed, hosted, and stored within the continental United States only.
- vii. **Return and Destruction of Data.** Upon expiration or termination of the Agreement for any reason, the User agrees to destroy all Data received from Iowa HHS through this Agreement and any files created by linking the Data. The User shall comply with this destruction within thirty (30) days unless another timeframe is mutually agreed upon by the Parties. The User agrees to physically and electronically destroy and erase all residual Data regardless of format from the entire User's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and printed copies of information created on any other servers or media and at all other User sites. Destruction of Data must occur in such a manner as to render the information incapable of being reconstructed or recovered. Acceptable means include sanitization, degaussing (i.e., demagnetizing), physical destruction, micro shredding, and data clearing. The person performing the data destruction must have

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suitable technical expertise and will be responsible for certifying that the process has been successfully completed. The User will provide a record of Data destruction to Iowa HHS for inspection and records retention no later than thirty (30) days after destruction.

- c. **Indemnification.** The User and its successors and assignees agree to indemnify and hold harmless the State, Iowa HHS, and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the “Indemnified Parties”), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General’s Office), and the costs, expenses, and attorneys’ fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:
- i. Any breach of this Agreement;
 - ii. Any negligent, intentional, or wrongful act or omission of the User or any agent or subcontractor utilized or employed by the User;
 - iii. The User’s performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the User;
 - iv. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right;
 - v. Any failure by the User to adhere to the confidentiality provisions of this Agreement; or
 - vi. Any failure by the User to comply with all federal, state, and local laws and regulations applicable to this Contract.

The User’s duties and obligations under this subsection shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by Iowa HHS.

d. **Agreement Administration.**

- i. **Independent Contractor.** The status of the User shall be that of an independent contractor. The User, its employees, agents, and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the User nor its employees shall be considered employees of the Iowa HHS or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement. Iowa HHS will not withhold taxes on behalf of the User (unless required by law).

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- ii. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, Iowa HHS, and the User.
- iii. **Assignment and Delegation.** The User may not assign, transfer, or convey in whole or in part this Agreement without the prior written consent of Iowa HHS. The User shall submit a written agreement with a proposed assignee or designee, as directed by Iowa HHS. For the purpose of construing this clause, a transfer of a controlling interest in the User shall be considered an assignment. The User may not delegate any of its obligations or duties under this Agreement without the prior written consent of Iowa HHS.
- iv. **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.
- v. **No Drafter.** No Party to this Agreement shall be considered the drafter of this Agreement for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.
- vi. **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.
- vii. **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. 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.
- viii. **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior contracts or agreements between Iowa HHS and the User for the use and transfer of the Data that is the subject of this Agreement.
- ix. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Iowa HHS and the User, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- x. **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.
- xi. **Authorization.** Each signatory to the Agreement or subsequent Agreement amendments and the User represents and warrants that:
 - 1. The signatory has the right, power, and authority to enter into this Agreement and to bind the Party represented by the

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- signatory to this Agreement, and the User has the right, power, and authority to perform its obligations under this Agreement.
2. 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.
- xii. **Obligations Beyond Agreement Term.** All obligations of the User incurred or existing under this Agreement as of the date of expiration or termination will survive the expiration or termination of this Agreement.
 - xiii. **Immunity from Liability.** Every person who is a Party to the Agreement is hereby notified and agrees that the State, Iowa HHS, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the User's and subcontractors' activities involving third parties and arising from the Agreement.
 - xiv. **Public Records.** The laws of the State require procurement and contract records, including this Agreement and any applications submitted to receive access to Iowa HHS Data, to be made public unless otherwise provided by law.
 - xv. **Use of Name or Intellectual Property.** The User agrees it will not use Iowa HHS's and the State's name or any of their intellectual property, including but not limited to, any State, state agency, board, or commission trademark or logo in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of Iowa HHS.
 - xvi. **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 Iowa HHS or the State of Iowa.
 - xvii. **Compliance with the Law.** The User, 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 use and release of Iowa HHS Data. The User, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business

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permits and licenses that may be required to carry out the work performed under this Agreement.

- xviii. **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.
- xix. **Integration.** This Agreement represents the entire Agreement between the Parties. The Parties shall not rely on any representation that may have been made that is not included in this Agreement.
- xx. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination can be for any reason or no reason at all. In the event that the User breaches this Agreement, Iowa HHS, at its sole discretion, may terminate this Agreement immediately upon written notice to the User. The unauthorized disclosure of confidential information shall be grounds for immediate termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, Iowa HHS shall have the right to terminate this Agreement without any advance notice as a result of any change in the law, including but not limited to changes in confidentiality obligations placed on Iowa HHS, insufficient appropriation, de-appropriation, reduction, or non-allocation of funds sufficient to continue the Agreement, alteration of Iowa HHS's programs or responsibilities, or decisions of any court or administrative tribunal that adversely impact Iowa HHS's ability to fulfill any of its obligations under this Agreement.
- xxi. **Future Requests.** All future data requests relative to the described project shall make reference to the above Agreement number.
- xxii. **Cross outs & Interlineations.** Cross outs and interlineations of this document shall have no force or effect and will not be used by either Party in any way to interpret the Parties' obligations under the Agreement.
- xxiii. **Records Retention & Access.** The User shall maintain accurate, current, and complete records of activity of this Agreement which sufficiently and properly document use of and access to the Data obtained through this Agreement for a period of at least five (5) years following the end of the Agreement term or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The User shall permit Iowa HHS, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other

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records of the User relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The User shall not impose a charge for audit or examination of the User's books and records.

- xxiv. **Monitoring & Review.** Iowa HHS will monitor the User's activity under this Agreement on an ongoing basis. Monitoring may consist of written communication with the User, on-site visits to the User's facilities to confirm compliance with the obligations set forth in this Agreement, or requests for written reports concerning the User's use of the Data obtained through this Agreement for authorized purposes (as set forth in Section IV). The User agrees to promptly respond to Iowa HHS requests for information regarding compliance with this Agreement.
- xxv. **Ownership and Disposition of Iowa HHS Data.** The Parties mutually agree that Iowa HHS retains all ownership rights to the Data referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the Data furnished by Iowa HHS.
- xxvi. **Users Associated with Iowa Regent Institutions or State Agency.** Sections III(c), III(d)(i), and III(d)(vii) of this Agreement shall be of no force and effect if the User is associated with an Iowa regent institution or state agency.
- xxvii. **Notice.** Changes and enhancements to CCMS software will provide a minimum of 30 days advanced notice of material changes. Any other notice permitted or required as provided for herein shall be 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 Iowa HHS:

Signatory Name

Signatory Title

Iowa Department of Health and Human Services

Lucas State Office Building

321 E. 12th Street

Des Moines, IA 50319

Signatory Email

AND

Data Compliance Officer Name

Data Compliance Officer

Iowa Department of Health and Human Services

Lucas State Office Building

321 E. 12th Street

Des Moines, IA 50319

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Data Compliance Officer Email

AND

Data Owner Name

Data Owner Title

Iowa Department of Health and Human Services

Lucas State Office Building

321 E. 12th Street

Des Moines, IA 50319

Data Owner Email

If to the User:

Name

Title

Organization

Address

Address

Address

Email

Each such notice shall be deemed to have been provided:

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

IV. Special Terms for Data Sharing Agreement

- a. **Project Purpose and Background.** Insert description of project and any relevant background information regarding project and data exchange.
- b. **Legal Authority.** Insert description of legal authority for data collection & release. Add any additional legal requirements for the use and handling of these data elements.
- c. **Data Linkage.** The Data provided through this Agreement may be linked with **INSERT DATA SOURCE NAME** for the purpose of **INSERT PURPOSE**.

Consistent with Section I(D) above, the User may re-disclose Iowa HHS Data to research collaborators, provided that each research collaborator executes an Agreement with the User to include but not limited to the restrictions on confidentiality, obligations and responsibilities of the User

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under this Agreement. Iowa HHS shall be provided with the Agreements between the User and collaborators upon request.

- d. **Authorized Data Disclosures.** Consistent with Section III(a)(iv) (GENERAL TERMS) above, the User may re-disclose Iowa HHS Data to **INSERT ENTITY NAME**, provided that **ENTITY NAME** executes an Agreement with the User to include all restrictions, obligations and responsibilities of the User under this Agreement.
- e. **Terms Specific to XXXXXX Dataset.**
- f. **Data Elements to be Provided by Iowa HHS to User.** Refer to Appendix A for the following details:
 - The variables to be shared
 - The geographic region for which the data can be shared
 - The date range of data to be shared
- g. **Agreement Contacts.** The User designates the following individuals to serve as contacts throughout the Term of this Agreement:

User Contacts	
User's Project Lead or Primary Investigator: Name: Insert Name Title: Insert title Email: Insert Email Address	User's Privacy Officer: Name: Insert Name Title: Insert title Email: Insert Email Address
User's Data Custodian: Name: Insert Name Title: Insert title Email: Insert Email Address	User's Security Officer or Information Technology Contact: Name: Insert Name Title: Insert title Email: Insert Email Address

V. Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants and promises hereinafter set forth, as well as other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have executed this Data Sharing Agreement, subject to all terms and conditions attached hereto, effective upon the date last signed below. The Parties represent and warrant that they have the right, power and authority to enter into and perform their respective obligations under this Data Sharing Agreement, and each has taken all requisite action to approve execution, delivery and performance of this Data Sharing Agreement, and this Data Sharing Agreement constitutes a legal, valid and binding obligation.

Iowa Department of Health and Human Services	User
By:	By:

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Title:
Signature:
Date:

Title:
Signature:
Date:

Appendix A:

Dataset:

Date Range:

Geographic area: Statewide

Variables:

EXAMPLE TEMPLATE