

## **Sharing Data Between County Agencies: *Guide to Drafting Data Sharing Agreements***

This document outlines the key components to consider including in data sharing agreements between counties agencies. In some cases, county agencies will agree to share data without formal agreements. This guide may also be helpful in forming data sharing agreements with program providers or outside researchers.

### **Who are the parties to this agreement?**

- Specify parties at the agency level

### **What data will be shared?**

- Specify the level of data to be shared (event, individual, or summary level)
- Specify whether personal identifiers will be included
- Specify the data elements or categories of data
- Specify the time range of the data
- Specify the format(s) of the data (CSV, Excel, SAS, etc.)

### **How will data be transferred?**

- Specify how the data will be transferred
  - Data including personally identifying information will ideally be shared using a secure file transfer protocol (SFTP)
  - Data may also be transferred via hard copy files (DVDs) with appropriate protections surrounding the hand-off and receipt of data
  - It may be adequate to use email to transfer summary data or data not including personally identifying

### **How will the data be stored?**

- Specify how the data will be stored
  - Data including personal identifying information will ideally be stored on a secure, encrypted server

### **Who will have access to the data?**

- Specify which individuals will have access to the data
  - Individuals accessing data including personally identifying information will ideally complete data security training and/or pledges to protect the confidentiality of the data

### **What time period is the recipient agency authorized to use the data?**

- Specify when the data use agreement expires
- Specify how the data should be disposed of at the end of the agreement
- Specify whether the data request may be renewed or extended

### **How can the data be used?**

- Specify the purpose of the data sharing agreement
- Specify any constraints on the use of the data for analysis

### **How can analyses be shared?**

- Specify how the recipient may share findings (internal use only; public-facing presentations, data dashboards, or reports)
- Specify whether the data provider requires a review period before any findings are released
- Specify whether the data provider can stop the release of findings
- Specify the minimum requirements for release of findings to avoid the identification of individuals (for example, a minimum cell size of 30)
- Specify any requirements for disclaimers or source information to be including alongside reported findings

### **What is the process for amending the agreement?**

- Specify the process through which either party may pursue an amendment to the agreement (such as expanding or narrowing staff access, data elements, research questions, etc.)

### **Who will be liable for misuse of the data?**

- Sharing agreements typically place the responsibility for protecting the data on the receiving party and release the sharing party from liability

### **What are the rules governing the termination of this agreement?**

- Specify the reasons the agreement can be terminated
- Specify the timeframe between notice of termination and disposal of data (typically at least 30 days)