1. **PARTIES**

This Agreement is made between **[Insert Name of Data Recipient]** (hereinafter “Data Recipient”) and the County of Allegheny (hereafter the “County,”) on behalf of the Allegheny County Department of Human Services, (hereafter “Department”) either or both of which may be referred to hereinafter as a “Party” or the “Parties,” respectively.

1. **TERM OF AGREEMENT; EFFECTIVE DATE**

Unless terminated earlier as provided below, this Agreement shall be for a term of **[Insert #] year(s)** from the effective date of **[Insert Effective Date].**

1. **INTRODUCTION**

Both Parties to this Agreement are obligated to comply with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act, state and federal regulations governing the confidentiality of substance abuse records (including 42 CFR Part 2, 4 Pa. Code § 255.5), the Commonwealth of Pennsylvania’s regulations governing Mental Health Records (55 Pa. Code Chapter 5100), and all other applicable regulations governing the sharing of sensitive or protected client/patient information.

1. **PURPOSE**

The purpose of this Agreement is to set forth each Party’s responsibilities in sharing information necessary for the program and/or activities specified in this Agreement. Data that either Party shares with the other Party pursuant to this Agreement may only be used as described below. Hereinafter in this Agreement, the term “Data Recipient” will refer to the Party receiving data under the terms of this Agreement, and the term “Discloser” will refer to the Party transmitting data. In a mutual data-sharing relationship, both Parties shall be a Data Recipient and a Discloser and must comply with all applicable obligations as set forth herein.

Neither Party may use any data disclosed under this Agreement for any commercial or political purpose.

**[Please provide language detailing the purpose for which data will be shared, and whether only one party or both will be sharing data.]**

1. **OBLIGATIONS OF DATA RECIPIENT**

As a condition of receiving data under this Agreement, Data Recipient agrees to comply with the obligations outlined in this Section. The obligations of this Section will survive the expiration and termination of this Agreement.

* 1. **Designated Points of Contact** – Data Recipient and Discloser shall designate a single point of contact for the sharing of data under this Agreement. Data Recipient shall only solicit data under this Agreement from that contact. Parties shall notify each other by letter of point of contact changes.
	2. **Confidentiality -** Data Recipient understands that all information disclosed pursuant to this Agreement is confidential and agrees not to disclose any information obtained without express written approval of the Discloser. Further, Data Recipient acknowledges that the use or disclosure of this information for research or any other purpose other than detailed in this Agreement is strictly prohibited by state and federal law. Data Recipient is responsible for ensuring all employees with access to data shared pursuant to this Agreement comply with all confidentiality obligations and understand that failure to do so could result in criminal prosecution.
	3. **Assignment -** Data Recipient shall not assign or otherwise transfer any of its rights or obligations under this Agreement without prior written consent of the Discloser.
	4. **Appropriate Safeguards -** Data Recipient shall establish and maintain appropriate safeguards to prevent any use or disclosure of information. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic information that is created, received, maintained, or transmitted pursuant to this Agreement and limiting use and disclosure to the minimum necessary to accomplish the stated purpose of this agreement. Data Recipient and Discloser agree to secure all electronic communications (e.g. encrypted email or similar security measures) when sending or receiving data.
	5. **Limitations -** This Agreement imposes no obligation upon Data Recipient with respect to proprietary information which (a) was in Data Recipient’s possession before receipt under this agreement; (b) is or becomes a matter of public knowledge through no fault of Data Recipient; (c) is rightfully received by Data Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Data Recipient; (f) is disclosed under operation of law provided that the Data Recipient has promptly notified the Discloser of such legal proceedings and upon the request of the latter, shall cooperate with the Discloser in contesting such disclosure; (g) is disclosed by the Data Recipient with the Discloser’s prior written approval.
	6. **Intellectual Property -** Data Recipient shall not acquire any intellectual property rights to any data shared under this Agreement.
	7. **Opportunity to Review -** Data Recipient shall provide Discloser an opportunity to review research findings and reports based on data shared under this Agreement prior to publication or release.
	8. **BREACH NOTIFICATION: Data Recipient shall report any unauthorized use or disclosure of data shared under this Agreement to Discloser within two days of discovery via email/phone as listed below. Data Recipient shall comply with all federal and state breach notification requirements, including those applicable to Business Associates and those applicable to the Department if a breach of this information occurs while it is in the possession of Data Recipient.**

Department: Allegheny County Privacy Officer

 412-350-2887

 DHS-PrivacyOfficer@alleghenycounty.us

 Data Recipient:

 **[Insert contact info]**

* 1. **Destruction of Data -** Upon termination or expiration of this Agreement, Recipient shall refrain from any further use of the data. Within 14 days after termination or expiration of this Agreement, Data Recipient shall destroy or return, as directed by Discloser, all data provided under this Agreement. Destruction of data must be certified in writing by the Data Recipient.
1. **GENERAL PROVISIONS**
2. **Modification -** All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
3. **Material Breach -** Any material breach of the terms of this Agreement, including but not limited to, misrepresentation by the Department or Data Recipient, or a breach of data confidentiality, shall allow the non-breaching Party to immediately terminate this Agreement.
4. **Termination of Access -** Department or Data Recipient must immediately terminate access to shared data by any employee who releases or discloses information in a manner that is not consistent with the purpose of this Agreement or not permitted by state and federal laws.
5. **No Warranties -** Any data furnished by either Party under this Agreement is provided as-is, with “all faults.” No warranties are provided in terms of accuracy, completeness, currency, or presence of malware. Neither Party will be liable for any damages incurred by the use of this data should it be inaccurate, incomplete, not current or contain malware. .
6. **Termination for Convenience -** For reasons other than material breach, either Party may terminate this Agreement for any reason with thirty-day written notice to the other Party.
7. **Applicable Law** This Agreement is made under and shall be construed according to the laws of the Commonwealth of Pennsylvania.
8. **CONTACT PERSONS**

The Contact Person for the Department is:

[Name]
[Title]
[Address]
[City, State, Zip]
[Email]
[Phone]

The Contact Person for the Data Recipient is:

[Name]
[Title]
[Address]
[City, State, Zip]
[Email]
[Phone]

1. **EXECUTION**

**[Name of Data Recipient]**

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[Name] Date [Name] Date

[Title] [Title]

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name] Date [Name] Date

[Title] [Title]

**Allegheny County Department of Human Services**

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Erin Dalton Date Date

Executive Director County Manager or Their Designee

APPROVED AS TO FORM:

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 Date Date

County Solicitor Assistant County Solicitor