

***COMMONWEALTH of VIRGINIA***

***Department of Health***

**VDH Data Sharing Agreement (DSA)**

**Article I: Business Justification and Scope of Services**

**Entity Receiving Data in the Data Sharing Agreement**

1. Entity Receiving Data: { }

 Authorized Recipient Name: { }

 Title: { }

Address: { }

Phone Number: { }

Email: { }

**(\*If more than one entity is receiving data complete Section II below)**

1. Entity Receiving Data: { }

Authorized Recipient Name: { }

Title: { }

Address: { }

Phone Number: { }

Email: { } 

**Entity Providing Data in the Data Sharing Agreement**

III. Entity Providing Data: Virginia Cancer Registry (VCR)

Data Steward: Nikkia Ray, MPH

Title: Director

VDH Affiliation: Office of Family Health Services, Division of Population Health Data

Phone Number: 804-864-7873

Email: Nikkia.Ray@vdh.virginia.gov

**(\*If more than one entity is providing data complete Section IV below)**

1. Entity Providing Data: { }

Authorized Recipient Name: { }

Title: { }

Address: { }

Phone Number: { }

Email: { }

*Business Justification:*

*VDH adheres to the principle of least privilege, meaning that recipients of data and information should receive no more information that is absolutely required in order to complete an assigned project, job, task, or responsibility.*

*Scope of Services:*

VCR agrees to:

* Provide an estimate of the time required to fulfill the request within 5 business days of this agreement being finalized

{Recipient} agrees to:

* Utilize the data provided by VCR only for the purpose outlined in the business justification (above).
* {include additional items as necessary}

**Article II: Term Agreement**

The terms and conditions contained herein shall be binding once this Agreement is signed by all parties.

1. VCR does not guarantee the completeness or accuracy of provided data.
2. This agreement shall continue to be in force until all parties agree to its termination under the provisions in **Article V**.
3. Authorization by VDH’s Institutional Review Board (IRB) is required. If IRB authorization **is** required, data will not be transferred to {Recipient} until and unless such authorization is obtained. Information on the VDH IRB can be found at: <http://www.vdh.virginia.gov/institutional-review-board/>.
4. Upon termination of this agreement, {Recipient} must destroy, delete, or otherwise permanently remove all copies of the data transferred by VCR, whether in electronic or physical format. This includes copies in raw form to which additional data have been added, but does not include aggregated output, final analyses, or any reports, charts, graphs, etc. resulting from the analyzed data. {Recipient} must provide written proof of destruction to VCR within 5 working days of termination.
5. {Recipient} will not share, publish, or otherwise release any original data obtained from VCR without VCR’s prior review. Within 30 days of estimated potential publication (including presentations), {Recipient} will submit proposed publication to VCR for review and comment. If necessary, VCR reserves the right to require the following disclaimer in any publication: ‘the views expressed in this PUBLISHED ITEM are those of the AUTHOR and do not necessary reflect the position of the Virginia Cancer Registry under the Virginia Department of Health.’ Prior to publication, {Recipient} will suppress any counts between 1 and 16 as well as suppress any rates derived from these counts. {Recipient} should not contact patients.
6. This agreement shall be reviewed annually, and as required to satisfy changing requirements.
7. The cost associated with this Agreement is broken down as follows:
	1. Due to the additional time and effort required for our staff to prepare data linkages outside of normal working hours and in addition to primary duties, the Virginia Cancer Registry has a policy to charge a fee upfront for each request. For ongoing data sharing collaborations (with the same VDH IRB number), we only charge an initial fee upfront, but no fee for subsequent linkages in that agreement. The cost associated with this Agreement is as follows:

( ) $2000 for a single request

() $3000 for an ongoing data sharing collaboration request

( ) Waived for VPR (Virtual Pooled Registry) related linkage

**{Recipient} is responsible for submitting a proof of payment to VCR before data release.**

* 1. {Recipient} will be invoiced and pay the fee before each data transfer.

**Article III: Data Specification**

*Section 1: {Recipient} will supply the following data to VCR:*

Frequency: { }

Method of Transfer: { }

File Format: { }

Provider Name: { }

Recipient Name: Shuhui Wang

Date Range: { }

Other Filters: { }

*Section 2: VCR will supply the following data to {Recipient}:*

Frequency: { }

Method of Transfer: VDH SFTP (see article VII for VDH SFTP account setup)

File Format: prefer Excel/Text

Provider Name: Shuhui Wang

Recipient Name: { }

Date Range: { }

Other Filters: { }

**(Please insert the list of variables here. Use the table format shown below**):

|  |  |
| --- | --- |
| **Proposed Variables Requested** | **NAACCR item**  **number** |
| Patient ID number | 20 |
| Type of reporting source | 500 |
| County at diagnosis | 90, 94, 95, 96, 97 |

**Article IV: General Provisions**

Nothing in this Agreement shall be construed as authority for any party to make commitments that will bind any other party beyond **Article I** contained herein.

All parties agree to:

1. Adhere to all security standards as for secure data storage and transmission as expressed in Virginia’s ITRM Standard SEC501-10.1 (or subsequently adopted standard) or NIST’s Special Publication 800-53 Rev. 4
2. Prohibit and prevent re-disclosure of any other party’s data to any entity not covered by this agreement
3. Prohibit and prevent storage of any party’s data on mobile or portable data storage media without:
	1. Documented business necessity approved in writing by the data stewards of all parties
	2. Documentation that all data storage media are physically and logically secured and acknowledged by the VDH Information Security Officer

4) Provide 24 hour notification to all other parties if a breach, loss, theft, or other compromise of sensitive electronic or physical data (paper) is suspected

**Article V: Termination**

Any party may opt out of this Agreement without cause upon 30 days’ written notice to all other parties.

Any party may opt out of this Agreement immediately, via written notice, upon discovery of a data breach suffered by any other party.

Any party may suspend their involvement in this Agreement immediately upon discovery of a data breach suffered internally. Suspension of this Agreement shall not last more than 30 days, and must either be reinstated or terminated per the terms of this Agreement by the end of that period. Suspension and reinstatement / termination must include written notice to all other parties.

This Agreement shall automatically be terminated upon:

1. Fulfillment of all terms; or
2. When superseded; or
3. After a period of five (5) years

This Agreement may be re-negotiated or renewed upon termination, following an appropriate review of all terms and conditions.

**Article VI: Integration, Modification, and Assignment**

This document represents the entire Agreement between all parties. Any modification of these terms must be in writing and signed by all parties. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia. Signed copies of this agreement, and any modifications, shall be kept on file with the VDH Office of Information Management.

**Article VII: VDH SFTP account setup**

To get SFTP access, please provide First Name, Last Name, Email, and Phone number to us.

IPV4 address: - please go to [https://whatismyipaddress.com/](https://www.google.com/url?q=https%3A%2F%2Fwhatismyipaddress.com%2F&sa=D&ust=1595708612965000&usg=AOvVaw1nALxJiAtMCgcdh8zp3mGB), copy your **IPv4 address**, and send that to us, and we will update our server to allow your computer to access it.

SFTP Address: - [https://vdhftpsecure.vdh.virginia.gov/login](https://www.google.com/url?q=https%3A%2F%2Fvdhftpsecure.vdh.virginia.gov%2Flogin&sa=D&ust=1595708612965000&usg=AOvVaw1mJL2HOJa1IEMLrcxV63g5)

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**Signatures**

The undersigned hereby acknowledge and accept the responsibilities, terms, and conditions laid out in this Data Sharing Agreement:

**Entity Receiving Data:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_

 Name & Title:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_

Name & Title:

**Virginia Cancer Registry:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_

 Name & Title: Nikkia Ray, MPH, Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_

 Name & Title: Shuhui Wang, MS, Epidemiologist Sr.

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