

DATA USE AGREEMENT

This Data Use Agreement (“Agreement”) is by and between the Board of Trustees of the University of Illinois, on behalf its Children and Family Research Center (“CFRC”), and the State of _____, on behalf of its Department _____ (“State”).

Whereas CFRC is interested in obtaining Adoption and Foster Care Analysis and Reporting System (“AFCARS”) and National Child Abuse and Neglect Data System (“NCANDS”) data from the child welfare systems of each state for purposes of data collection and data analysis;

Whereas CFRC desires to make analyses of the AFCARS and NCANDS data available to third parties, including but not limited to courts and child welfare agencies through the Fostering Court Improvement Project;

Whereas the State is willing to provide AFCARS and NCANDS data for such purposes;

Now, therefore, in consideration of the mutual obligations set forth below, the parties agree as follows:

1. The State agrees to provide CFRC with AFCARS data on a semi-annual basis and NCANDS data on an annual basis (collectively the “Data”) promptly after such Data is provided to the U.S. Department of Health and Human Services.
2. CFRC may use the Data to (a) create a longitudinal data set; (b) produce aggregate secondary analyses of child welfare outcomes; and (c) publish such analyses and reports regarding such analyses, including but not limited to the Fostering Court Improvement website (“FCI Website”), currently located at <http://www.fosteringcourtimprovement.org/stateaccess.html>.
3. If the State desires that access to the analyses and reports based on its Data appearing on the FCI Website be limited to users who have a password, the State will notify CFRC and will provide CFRC with the applicable password. CFRC will cause the password protection to be implemented on the FCI Website. The State will be responsible for providing users with the applicable password.
4. CFRC agrees:
 - (a) To provide third parties with access only to the aggregated Data and not to any individual-level Data;
 - (b) To not use the Data to identify any individual or to contact any individual whose information is contained in the Data;
 - (c) To require employees or consultants of CFRC to agree to the restrictions on the use of the Data contained in this Agreement as a condition of receiving access to the Data;
 - (d) To notify the State, if CFRC becomes aware of any unauthorized disclosure or other unauthorized use of the Data.

(e) Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. Section 210 *et seq.*), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, 164).

5. Contacts. The individuals designated below will serve as contact persons for coordinating the submission of Data pursuant to this Agreement. A party may change its designated contact by notifying the other party.

(a) For the State of:

Name:
Title:
Department:
Address:
Telephone:
Fax:
E-mail:

(b) For CFRC:

University of Illinois
Attn: Robert Laseter, Associate Director
Children and Family Research Center
150 North Wacker, Suite 2120
Chicago, IL 60606
Telephone: 312-641-2505 x13
Fax: 312-641-2337
Email: laseter@illinois.gov

6. Miscellaneous. This Agreement, including any attachments or exhibits, represents the entire agreement between the parties relating to the subject matter hereof. This Agreement may not be amended or modified, in whole or in part, except by a written agreement executed by an authorized representative of each party. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that right or future enforcement of that or any other provision.

7. Termination and Return or Destruction of Data. Either party may terminate this Agreement for convenience by providing 30 days' written notice to the other party. CFRC agrees that any Data it receives from the State, in tangible form, shall be returned to the State not later than 90 days following termination and CFRC shall certify that no copies of the Data have been retained. Data communicated in electronic or other computer retrievable form, including any Data posted on the FCI website, will be deleted or destroyed within the 90 day period following notice of termination, however, each of the parties acknowledges that Data communicated in electronic or other computer retrievable form may be routinely

backed up for archival purposes such that its return or destruction would not be practical or feasible, in which case CFRC will use reasonable efforts to keep copies of the Data on back-up media in confidence until such time as the back-up media is recycled or destroyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

(INSERT NAME OF STATE)

Walter K. Knorr
Comptroller

Authorized Signatory
Title

Date

Date

ATTEST:

Michele M. Thompson, Secretary

UNDERSTOOD AND AGREED:

Dr. Robert Laseter,
Associate Director, Children and Family Research Center