

**CONNECTED COLLEGE HEALTH NETWORK
DATA TRANSFER AGREEMENT**

This Data Transfer Agreement ("Agreement") is made and entered into as of this ___ day of _____, 2019 ("Effective Date") by and between _____, with a location at _____ (Participant), and the American College Health Association, with offices at 8455 Colesville Road Silver Spring, MD 20910 ("ACHA"). Throughout this Agreement, Participant and ACHA are individually referred to as "party" and collectively as "parties".

Section 1: SCOPE OF AGREEMENT

This Agreement sets forth the terms and conditions pursuant to which Participant may transfer Participant Data to ACHA for inclusion in the Connected College Health Network (CCHN) centralized research data repository ("CCHN Data Warehouse"); ACHA's obligations and rights to receive, process, use and distribute Participant Data, as part of the CCHN Data Warehouse to CCHN Participants for use in Projects; and the Participant's rights and obligations to receive and use the CCHN Data in Projects.

Section 2: DEFINITIONS

CCHN: The Connected College Health Network for which ACHA is the coordinating center and central repository for data received by CCHN Participants.

CCHN Data Warehouse: The de-Identified aggregate data set ("CCHN Data") provided by ACHA, as the CCHN data coordinating center, to CCHN Participants for use in Projects.

CCHN Participant: An organization participating in the CCHN that has signed a Connected College Health Network Data Use Agreement.

De-identified Records and Information shall be defined as set forth in 34 CFR §99.31(b)(1) and shall constitute education records or information from education records that may be released without the consent required under FERPA after the removal of all personally identifiable information provided that Participant has made a reasonable determination that a student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information.

Disclosure: shall be defined as set forth in 34 CFR §99.3 and shall mean to permit access to or the release, transfer or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

FERPA: The Family Educational Rights and Privacy Act of 1974, as amended, 20 U.S.C. 1232g and regulations promulgated thereunder, 34 CFR Part 99.

HIPAA: The Health Insurance Portability and Accountability Act of 1996 enacted to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers. The goal is to assure that individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being.

Participant Data: The de-Identified data provided by Participant to ACHA for Inclusion in the CCHN Data Warehouse. Participant Data will be obtained from the electronic health records, billing systems, and registration systems of students treated at the student health center or counseling center of Participant and shall contain no Personally Identifiable information.

Personally Identifiable Information ("PII"): shall be as defined in 34 CFR §99.3. the term includes, but is not limited to--

- (a) The student's or other individual's name;
- (b) The name of the individual/student's parent or other family members;
- (c) The address of the individual/student or their family;
- (d) A unique identifier, such as social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
- (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

Section 3: FERPA, HIPAA and COLLECTION OF DATA

1. The parties acknowledge the applicability of FERPA relating to PII and each Party agrees to comply with its respective obligations under FERPA and all applicable federal, state and local privacy laws and regulations. The parties further assert that the information to be shared is devoid of personal medical information, and as such does not contain any information that changes either parties' obligations under the data privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. Participant represents and certifies that (a) the Participant Data is 'De-identified records and information' as specified in 34 CFR §99.31(b)(1) without any PII attached and (b) that it has made a reasonable determination that a student's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonable available information, as required by 34 CFR §99.31(b)(1).

3. Participant represents and certifies that any Participant Data provided to ACHA by Participant was collected pursuant to and in accordance with applicable Institutional Review Board approvals and that all required consents and authorizations have been obtained to permit the receipt, use, processing and distribution of the Participant Data by ACHA to other CCHN participants.

4. Participant represents and certifies that any Participant Data provided to CCHN by Participant was collected from records of Participant's student health center or counseling center and not records of a hospital or clinic that provides services without regard to the person's status as a student and not on behalf of the Participant.

Section 4: PARTICIPANT OBLIGATIONS

Participant agrees to:

1. Provide Participant Data to ACHA, in accordance with frequency, data and upload specifications to be provided by ACHA. Participant is responsible for ensuring the removal of all PII from the Participant Data and ensuring that it is De-identified Records and Information before transfer to ACHA and otherwise complying with its requirements under FERPA, HIPAA and other applicable laws.
2. Grant to ACHA, as the CCHN Data coordinating center, a perpetual, irrevocable license to process and use Participant Data for CCHN activities, including the management and administration of the CCHN Data Warehouse and distribution of Participant Data consistent with CCHN Data Warehouse policies.

Section 5: ACHA OBLIGATIONS ACHA agrees to:

1. Use or disclose Participant Data only for the proper management and administration of the CCHN Data Warehouse, and not use or disclose the Participant Data in a manner inconsistent with FERPA, HIPAA and other applicable laws.
2. Use appropriate administrative, technical and physical safeguards to prevent unauthorized use or disclosure of the Participant Data or the CCHN Data.
3. Not identify, attempt to identify, or contact any individual, or living relative of an individual from which the Participant Data was derived, including using other outside databases or the performance of mathematical or statistical techniques to identify any individuals.

Section 6: GENERAL TERMS

1. *No Waiver*: The parties agree that no failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach.
2. *Relationship of the Parties*: Each party to this Agreement Is an Independently contracting party. Nothing in this Agreement shall constitute or create an employment relationship, partnership, or Joint venture between the parties.
3. *Publicity*: Participant grants ACHA the right to include the institution's name in aggregate materials listing participants. ACHA grants participant the rights to publicly share their participation in the CCHN program. Neither party will, without the prior written consent of the other party, otherwise use in advertising or publicity, the name, trademark, logo, symbol or other image of the party.

4. *Survival:* Any and all provisions of this Agreement which by their nature or effect are required or Intended to be observed, kept, or performed after termination or expiration of this Agreement will survive the termination or expiration of this Agreement, as the case may be, and remain binding upon and for the benefit of the parties hereto.

5. *Compliance with Laws:* in performing their respective obligations under this Agreement, the parties shall at all times comply with all applicable provisions of FERPA, HIPAA and all other applicable state and federal laws and regulations.

6. *Interpretation:* Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the requirements under FERPA and HIPAA, as may be amended from time to time.

7. *Entire Agreement:* This Agreement contains the entire agreement between the parties and may not be amended or modified except through a later written agreement, signed by both parties and expressly referencing this Agreement.

8. *Severability.* If any provision of this Agreement is declared invalid or unenforceable, such provision shall be limited and construed so as to make it enforceable, or if such limitation or construction is not possible, such provisions shall be stricken from this Agreement. In such event, all other provisions shall remain in full force and effect, unless such enforcement would be inconsistent with the purposes of this Agreement.

9. *Notices:* Legal notices or matters of a contractual nature arising out of the terms and conditions of this Agreement may be directed to:

ACHA:
1362 Mellon Road, #180
Hanover, MD 21076
ATTN: Mary Hoban, Chief Research Officer
MHoban@acha.org

PARTICIPANT:

Authorized Signature: _____

Printed Name: _____

Institution: _____

Title: _____

Date: _____