**Youth Risk Behavior Survey: Data Use Agreement**

This Data Use Agreement (“Agreement”) between \_\_\_\_\_\_\_\_\_\_\_\_\_ School District (“School District”) and the Sauk County Health Department (“Health Department”) is effective beginning on the 1st day of January, 2020, and will terminate on the 31st day of January, 2021.

**A. Background**The Wisconsin Online Youth Risk Behavior Survey (YRBS) is a surveillance system provided by the Wisconsin Department of Public Instruction (DPI) as part of a national effort by the U.S. Centers for Disease Control and Prevention to monitor health-risk behaviors of students. Wisconsin schools with grades 6-12 are invited by DPI to conduct the YRBS biannually. The survey is anonymous.

The priority behaviors monitored by the Wisconsin YRBS include: traffic safety; weapons and violence; suicide; tobacco use; alcohol and other drug use; sexual behavior; and diet, nutrition, and exercise. These risk behaviors result in the most significant causes of both mortality and morbidity during youth and adulthood.

The School District conducted the YRBS in 2019 and has received school-level report from DPI, available in the DPI portal *Secure Home SAFE* at <https://dpi.wi.gov/sspw/yrbs/online>.

DPI aggregated 2019 YRBS data across participating Sauk County schools at the middle school level, but not at the high school level. The Health Department would like to create a Sauk County YRBS aggregate data set at the high school level. These data will allow our department and community partners to assess youth behaviors in order to prioritize, implement, and evaluate interventions that can improve the lives of Sauk County youth.

**B. Description and Purpose of Data**

**1. Description and** **Permitted Uses**. The School District will provide the Health Department with the raw data files in Microsoft Excel spreadsheets, as well as the school-level report from DPI as a PDF, from the 2019 high school YRBS by February 15, 2020, for the Health Department to collect data for the implementation and evaluation of public health-related programming, including interventions for the prevention or control of disease, injury, or disability.

Any additional use of the data or modification of the use of the data, even by the same individuals, is prohibited and will require a new application or an amendment to this agreement.

**C. Obligations of the Health Department**

1.**Authorized Users of Data Set**. Only individuals who are employees of the Health Department shall have access to the data described in this Agreement.

2.**Safeguards**. The Health Department shall use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of data other than as provided by this Agreement.

**3. Agreement Coordinators**. The School District designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the Agreement Coordinator, assigned to act as communications contact between the School District and the Health Department regarding data sharing.

The Health Department designates the Local Health Officer as the Agreement Coordinator, assigned to act as communications contact between the School District and the Health Department regarding data sharing.

4. **Ownership of Data**. The Health Department acknowledges that all data received in connection with this Agreement shall be and remains the sole property of the School District.

**5. Prohibition against identification of an individual**. Any presentations, reports, and research articles, or drafts of any of these, which are based on data covered by this Agreement, may present data in aggregate form only. No aggregate information that would enable the direct or indirect identification of an individual may be published.

**D**. **Effective Dates and Termination**

1. **Amendments**. Amendments made to this Agreement must be made in writing and signed by authorized representatives of both parties.

**2. Term**. This Agreement shall be effective as of the date first written above and shall terminate as of the second date written above. Limits on the use of products created from the provided data and information are subject to conditions in the agreement as long as the data is in the Health Department’s possession.

**3. Termination.** This Agreement shall continue in effect until terminated by either party by written notice to the other party.

**5. Effects of Termination**. The terms and provisions of this Agreement that protect provided information shall survive the termination of this Agreement, and such information shall be used or disclosed solely for such purpose for which it was intended under this Agreement.

SIGNATURE for the SCHOOL DISTRICT Date Signed

Name:

Title:

Organization:

 SIGNATURE for the HEALTH DEPARTMENT Date Signed
 Tim Lawther, Health Officer
 Sauk County Health Department