

OHIO STATEWIDE DATA SHARING COMPACT

This Ohio Statewide Data Sharing Compact (Compact) is entered into between the Participating Agencies on the signature page(s) below and is effective for each Participating Agency on the date the Participating Agency signs this Compact.

Any specific sharing of information among the Participating Agencies under this Compact is further subject to a written Ohio Data Sharing Agreement (DSA) between the applicable Participating Agencies substantially in the form of the template DSA in Attachment 1 to this Compact.

ARTICLE 1. PURPOSE

1.1 This Compact will help facilitate disclosure of, access to, or sharing of Confidential Data between the Participating Agencies to the extent permitted by law; and

1.2 This Compact describes each Participating Agency's rights and obligations with respect to the Confidential Data and the limited purposes for which a receiving Participating Agency may use or have access to Confidential Data.

ARTICLE 2. DEFINITIONS

These definitions as well as those found in State's IT-13 Data Classification policy and State's IT-19 Data Governance policy will apply to this Compact.

"Agency Data" means the data provided by a disclosing Participating Agency as described in each DSA (whether identifiable or de-identified, as applicable) and includes the de-identified data created from the Agency Data, if applicable, and any copies thereof.

"Authorized Purpose" means the specific purpose or purposes described in a DSA for the specific Participating Agencies that are parties to the DSA.

"Authorized User" means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Agency Data pursuant to a DSA;
- (2) For whom a specific Participating Agency represents has a demonstrable need to create, receive, maintain, use, disclose, or have access to the Agency Data;
- (3) Who has agreed in writing to be bound by a Participating Agency's requirements regarding disclosure and use of Agency Data as required by a DSA; and
- (4) Who has completed training in privacy, security, and breach response.

"Confidential Data" means data that is required to be protected by law or regulation, is intended for confidential use, and may not be copied or removed from an agency's operational control without authorized permission. This classification includes Data that, if compromised, may result in loss of life, serious injury, or other harm to an individual or group, or disruption to critical agency operations.

"Data" means coded representation of quantities, objects and actions. It also includes data that takes on the characteristics of information including data sets, relationally combined data, and data with metadata. The word, "data," is often used interchangeably with the word, "information," which is data processed into a form that has meaning and value to the recipient to support an action or decision. "Data" includes information or data that is regulated under applicable law.

“Participating Agency” means a state of Ohio agency that has signed this Compact.

“Security Incident” means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of state information resources. Privacy incidents are a subset of Security Incidents. Examples of security incidents include ransomware, exfiltration of data, denial-of-service, account compromise, loss or theft of a computing or data storage device, improper usage or access, information spillage, and successful social engineering.

ARTICLE 3. DATA SHARING AGREEMENTS AND THE SCOPE OF DATA SHARING

3.1 The DSAs under this Compact establish the specific Authorized Purposes for shared data and incorporate the terms and requirements of this Compact by reference. For every DSA entered into under this Compact, each Participating Agency agrees to the requirements in this Compact.

3.2 The DSA defines the scope and terms authorizing the use of data being shared and may also assist the Participating Agencies with collecting information, if needed, for compiling a Privacy Impact Assessment as required by sections R.C. 125.18 and 1347.15. The Participating Agenc(ies) identified in a DSA each must certify to being a Participating Agency to this Compact.

3.3 The Participating Agencies must formalize the scope of data sharing in the DSA, including how the data is to be disclosed, used, released, or shared.

3.4 The Participating Agencies agree that any DSA established under this Compact must use the template in Attachment 1.

3.5 The Participating Agencies agree that federally owned or controlled data is outside the scope of this Compact.

3.6 The establishment of this Compact is consistent with R.C.125.32 and supports cross-agency sharing of information for purposes of R.C. 125.32.

ARTICLE 4. DUTIES OF A DISCLOSING PARTICIPATING AGENCY

4.1 Legal Compliance. The disclosing Participating Agency must comply with all laws and regulations applicable to the type of data in the Agency Data.

4.2 Confidentiality. The disclosing Participating Agency must ensure that the Agency Data it authorizes to be shared and disclosed complies with all confidentiality requirements.

4.3 Data Ownership and Classification. A disclosing Participating Agency retains ownership and control over the shared Agency Data pursuant to R.C. 125.32. Also pursuant to R.C. 125.32, the sharing of data between Participating Agencies does not change the original classification of the data, including data classified as confidential by law and in accordance with the Office of Information Technology IT-13 Data Classification policy.

4.4 Grant of Access. Each Participating Agency agrees that it is authorized under applicable state or federal laws to provide access to its Agency Data under this Compact and any DSAs and further authorizes the receiving Participating Agency to access and use its Agency Data for purposes of the Authorized Use(s) set forth in a DSA.

4.5 Minimum Necessary Disclosure. Each Participating Agency must provide the receiving Participating Agency access to Agency Data related to the scope of the DSA. The disclosing Participating Agency must take reasonable care to disclose the minimum necessary data to accomplish the use and purposes set forth in the applicable DSA.

4.6 Secure Transmission. Each Participating Agency must transmit its Agency Data to the receiving Participating Agency in a secure manner as specified in the DSA.

4.7 Data Access Requests. Pursuant to R.C. 125.32, each Participating Agency is responsible for responding to data requests regarding its Agency Data and must coordinate with a receiving Participating Agency to respond to such data requests, including public records, data access requests, audits, and any other requests that the receiving Participating Agency receives for the Agency Data.

4.8 Accuracy, Timeliness, and Completeness of Data. Each Participating Agency must ensure that its Agency Data is accurate, complete, and timely before disclosure to another Participating Agency.

4.9 Consent Management. Each disclosing Participating Agency agrees that it has obtained consent, if required, from data subjects. Any consent management requirements must be identified in the DSA.

ARTICLE 5. DUTIES OF A RECEIVING PARTICIPATING AGENCY

5.1 General Duty. Each Participating Agency acknowledges that in receiving, using, maintaining, processing, or otherwise dealing with Agency Data, it is fully bound by this Compact, any DSAs entered into under this Compact, and the provisions of applicable state and federal law and regulation set forth in this Compact and related DSAs.

5.2 Use Limitation. Each receiving Participating Agency must only use the disclosing Participating Agency Data for the Authorized Purpose described in the DSA and only in accordance with this Compact, the DSA, applicable federal and state laws and regulations, and as otherwise directed by a disclosing Participating Agency in writing.

5.3 Limited Disclosure. Each receiving Participating Agency must only disclose Agency Data to Authorized Users to the extent necessary to accomplish the Authorized Purpose and as permitted by law.

5.4 Duty to Protect. Each receiving Participating Agency must exercise reasonable care to protect Agency Data from being used in a manner other than the Authorized Purpose or by other than an Authorized User. Each receiving Participating Agency must establish, implement, and maintain administrative, physical, and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Agency Data.

5.4.1 If a receiving Participating Agency transmits or stores Agency Data that includes Confidential Data via electronic means, the receiving Participating Agency must utilize encryption in motion and at rest and other applicable security controls in accordance with applicable State of Ohio Administrative IT Policies and the most current version of the National Institute of Standards in Technology, Special Publication 800-53.

5.4.2 Each Participating Agency must treat the Agency Data it receives as confidential.

5.5 Duty to Protect – Policies. Each Participating Agency must maintain updated privacy, security, and breach response policies and procedures as required by law or State or internal policies.

5.6 Enforce Workforce Rules. Each Participating Agency must establish, implement, and maintain corrective actions against any member of its workforce or a contractor who fails to comply with this Compact. The Participating Agency must ensure that all persons who have access to the Agency Data are fully apprised of the confidential nature of the Agency Data, the safeguards required to protect the Agency Data, and the sanctions and penalties associated with unauthorized access or disclosure as set forth in this Compact.

5.7 Application to Contractors. Each Participating Agency is responsible for the compliance of its contractors with this Compact and any enforcement of this Compact with respect to its contractors.

5.8 Data Subject Requests. For Agency Data received, each Participating Agency must promptly notify the applicable disclosing Participating Agency of any requests for amendments to personal information, access to personal information by the individual subject of personal information, or record of disclosures of personal information.

5.9 Accounting of Disclosures. Each receiving Participating Agency must maintain an accounting of all disclosures of Agency Data.

5.10 Reporting for Incidental or Inadvertent Disclosure. If a receiving Participating Agency discovers that it has been provided access to any Agency Data that is outside of the scope of the Authorized Purpose, the receiving Participating Agency must promptly notify the applicable disclosing Participating Agency and DAS in writing and must protect the Agency Data as confidential and subject to all applicable protections set forth herein and in the DSA.

5.11 Combining Data. Each receiving Participating Agency may use the Agency Data alone or link to other Agency Data made available to it for purposes of the DSA, subject to the limitations stated in this Compact and the DSA. Each receiving Participating Agency must not combine Agency Data with any other non-Agency Data or information not identified in the DSA without the prior consent of the applicable Participating Agency(ies). Except as set forth in the DSA, the receiving Participating Agency will not attempt to link, or permit others to link, Agency Data to individually identified records in another database, file, or other information source without the written permission of the disclosing Participating Agency. Inclusion of Agency Data into a persistent, long-term, or permanent dataset, regardless of the purpose for the dataset or deidentification, is not permitted unless specifically agreed to in the DSA or otherwise consented to in writing by the disclosing Participating Agency.

5.12 Summary Data. Each receiving Participating Agency may include Agency Data in reports for purposes of the Authorized Purpose only in summary form in which Agency Data has been rendered non-identifiable/de-identified and cannot be re-identified.

5.13 Record and Data Access Requests.

5.13.1 The receiving Participating Agency must send all data requests it receives for Agency Data in its possession to the applicable disclosing Participating Agency for it to respond, including public records requests, subpoenas, warrants, and investigatory requests.

5.13.2 The receiving Participating Agency agrees to resist any efforts in judicial proceedings to obtain access to Agency Data except as expressly permitted in State and federal laws and regulations and the DSA. The receiving Participating Agency also agrees, to the extent permitted by applicable law or regulation, to promptly notify the applicable disclosing Participating Agency of such an effort to obtain access to Agency Data.

5.15 Artificial Intelligence. Each receiving Participating Agency must disclose the use of generative artificial intelligence (AI) to the disclosing Participating Agency when producing work that must be owned by the Receiving Agency or the integration of generative AI in products or services used by the State. The Receiving Agency must work with the Disclosing Agency to ensure the use of generative AI is reviewed, approved, and complies with the State IT Policy IT-17, Use of Artificial Intelligence, prior to utilizing the generative AI components. The Receiving Agency is not permitted to utilize Agency Data in training generative AI models except as specifically approved by the Disclosing Agency.

5.16 Privacy and Security Contacts. Each Participating Agency must designate a privacy official and a security official, who may be the same individual, authorized to act on behalf of the Participating Agency with respect to implementing the privacy and security requirements in this Compact and such contacts must be identified in each DSA.

5.17 Audits and Regulatory Reviews. The receiving Participating Agency must timely cooperate with any request for information, documentation, audit, inspection, or investigation by any applicable regulatory authority or as required by the disclosing Participating Agency to comply with its regulatory requirements.

ARTICLE 6. SECURITY INCIDENT RESPONSE, REPORTING, AND CORRECTIVE ACTION

Participating Agencies must report a Security Incident to the Office of Information Security and Privacy at the DAS Customer Service Center (CSC) by phone at 877-644-6860 or by email at csc@ohio.gov. Additionally, Participating Agencies must promptly notify the applicable disclosing Participating Agency(ies) of any Security Incident using the notification information provided in each DSA. The Participating Agencies must comply with the Security Incident reporting, notification, and corrective action requirements in accordance with the applicable laws in Article 8 or to any specific requirements specified in a DSA, including notification to an institutional review board, if applicable.

ARTICLE 7. APPLICABLE DATA PROTECTION LAWS

The Participating Agencies agree to identify applicable data protection laws in each DSA and comply with the identified data protection laws in a DSA. The data protection laws may include the following:

- (1) Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. § 1320d, et seq.) and corresponding regulations in 45 C.F.R. Parts 160 and 164, including all subsequent amendments and guidance issued;
- (2) Family Educational Records Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99;
- (3) R.C. 125.32 establishing the enterprise data management and analytics program;
- (4) R.C. 1347.01 through 1347.10 governing personal information systems;
- (5) R.C. 1347.12 governing agency disclosure of a security breach of computerized personal information data; and
- (6) R.C. 1347.15 governing access rules confidential personal information access.

In the event of a conflict between the Compact, a DSA, or any applicable data protection laws, the most stringent standard will prevail.

ARTICLE 8. GENERAL PROVISIONS

8.1 Certification. The Participating Agencies certify that:

8.1.1 The services or resources specified in the applicable DSA are necessary and authorized for activities that are properly within the statutory functions and programs of each Participating Agency; and

8.1.2 The Authorized Purposes identified in the DSAs promote the effective, efficient, and best use of State resources and identify, prevent, or eliminate the fraudulent use of State funds, resources, or programs.

8.2 Notice. Notice must be given to the parties specified in each DSA by email.

8.3 Termination. This Compact remains in effect with respect to each Participating Agency as long as the Participating Agencies have the requisite authority to enter into this Compact or until this Compact is terminated by all Participating Agencies. A Participating Agency may terminate its participation in the Compact with 30 days' notice to all other Participating Agencies and the designated DAS Compact Administrator. Should a Participating Agency terminate its participation in this Compact or otherwise cease to be a party to this Compact, the Compact will remain in full force and effect with respect to the remaining Participating Agencies.

8.4 Management of Agreements.

8.4.1 DAS must manage the Compact and any amendments to the Compact. This Compact may not be amended without written agreement from all Participating Agencies.

8.4.2 Participating Agencies must manage the content of their DSA's under the Compact and any amendments to their DSAs.

8.4.3 Each DSA must include and incorporate by reference the Compact.

8.4.4 Any agency may join the Compact with the agreement of DAS and by signing this Compact, but the signature of any other Participating Agency is not required.

8.5 Human Research Study and Institutional Review Board Review. If applicable, Participating Agencies agree that any use of Agency Data under a DSA that constitutes a human research study is subject to review and approval by the State Institutional Review Board (IRB). When an IRB approval is required, the applicable Participating Agencies must designate in the DSA that the State IRB is conducting the review.

8.6 Winding Down.

8.6.1 Whenever Agency Data sharing under a DSA ends, Participating Agencies must make a good faith effort to wind down the Authorized Purpose. Specifically, the Participating Agencies must address the following in the DSA:

- 8.6.1.1** The termination of the transmission and technical processes that disclose Agency Data;
- 8.6.1.2** The revocation of access to Agency Data or systems by anyone who no longer needs access;
- 8.6.1.3** The destruction or return of Agency Data and any accompanying certification;
- 8.6.1.4** The retention period for any Agency Data that cannot be returned;
- 8.6.1.5** The provision and retention of records that provide an accounting of disclosures;
- 8.6.1.6** The retention of any required audit documentation; and
- 8.6.1.7** Upon request, a certification that these winding down provisions have been completed.

8.6.2 Upon termination or expiration of a DSA, the receiving Participating Agency must return or destroy any Agency Data received under the DSA to the extent reasonably feasible and permitted by law. If a receiving Participating Agency is required by law or litigation hold to retain any Agency Data beyond the termination or expiration of the DSA, the receiving Participating Agency must maintain the confidentiality of the Agency Data and continue to comply with this Compact and the applicable DSA for the Agency Data.

By their authorized signatures, the Participating Agencies agree to the terms set forth in this Compact as of the dates of signatures below.

[PARTICIPATING AGENCY]

OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES

NAME: Click or tap here to enter text.

NAME: Click or tap here to enter text.

TITLE: Click or tap here to enter text.

TITLE: Click or tap here to enter text.

DATE: Click or tap to enter a date.

DATE: Click or tap to enter a date.

ATTACHMENT 1
OHIO DATA SHARING AGREEMENT TEMPLATE

(template on next page)

STATE OF OHIO DATA SHARING AGREEMENT FOR
[ENTER PROGRAM OR FUNCTION NAME]

This Data Sharing Agreement (DSA) is entered into as of the latest date of signature below between the Participating Agencies listed herein for the sharing of Agency Data for the Authorized Purpose. This DSA incorporates the terms of the Ohio Statewide Data Sharing Compact (Compact) by reference. Any capitalized but undefined terms in this DSA have the meaning set forth in the Compact.

Participating Agency reference numbers: Click or tap here to enter text.

1. Participating Agencies:

Disclosing

Receiving

Click or tap here to enter text.

☐☐

Click or tap here to enter text.

☐☐

Click or tap here to enter text.

☐☐

Click or tap here to enter text.

☐☐

2. Statutory Authority and Applicable Laws, Rules, Regulations, Contract Numbers, or Change Requests, Including Specific Use Limitations or Security Controls:

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

3. Agency Data to be Shared:

Click or tap here to enter text.

Click or tap here to enter text.

4. Authorized Purpose:

Click or tap here to enter text.

5. Secure Method of Sharing, Transmission, and/or Storage of Agency Data:

Click or tap here to enter text.

6. Frequency of Agency Data Sharing:

Click or tap here to enter text.

7. Participating Agency Contact Information:

[Participating Agency]

General notice name: Click or tap here to enter text. Title: Click or tap here to enter text.

Privacy contact name: Click or tap here to enter text. Title: Click or tap here to enter text.

Security contact name: Click or tap here to enter text. Title: Click or tap here to enter text.

[Participating Agency]

General notice name: Click or tap here to enter text. Title: Click or tap here to enter text.

Privacy contact name: Click or tap here to enter text. Title: Click or tap here to enter text.

Security contact name: Click or tap here to enter text. Title: Click or tap here to enter text.

8. Term and Amendment of DSA:

The term of this DSA is effective on the latest date of signature below and continues until **[date]**. This DSA may only be extended or amended by written agreement of all Participating Agencies to this DSA. A Participating Agency may terminate its participation in this DSA by providing written notice to all other Participating Agencies.

9. Retention and Destruction of Agency Data:

Click or tap here to enter text.

10. Participating Agency Specific Requirements:

Click or tap here to enter text.

Click or tap here to enter text.

11. Fees:

Click or tap here to enter text.

By their signatures below, each Participating Agency certifies that it is a party to the Compact and agrees to abide by the provisions of the Compact and this DSA.

[PARTICIPATING AGENCY]

NAME: Click or tap here to enter text.

TITLE: Click or tap here to enter text.

DATE: Click or tap to enter a date.

[PARTICIPATING AGENCY]

NAME: Click or tap here to enter text.

TITLE: Click or tap here to enter text.

DATE: Click or tap to enter a date.