

**UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES
DATA SHARING AGREEMENT**

This Data Sharing Agreement (the "Agreement") is by and between the Utah Department of Health and Human Services (UDHHS), on behalf of its Office of the Medical Examiner (OME), and the University of Utah ("University"), a body politic and corporate of the State of Utah, on behalf of its Utah Suicide Mortality Research Study (USMRS) research team. The purpose of this Agreement is to memorialize conditions, safeguards, and requirements under which the OME will disclose data to the University and to ensure the confidentiality and security of all such data.

The data sharing contemplated by this Agreement is necessary to facilitate USMRS's study of factors associated with suicide death, which USMRS is conducting to further the public health objectives of the State of Utah. Examples of these studies include analyses to identify genetic factors, environmental and social factors, aspects of geographical spatial clustering, studies of risk and resilience factors, and studies of health policy related to suicide. USMRS anticipates that discoveries of specific aspects regarding risk and protective factors and high-risk subgroups may drive future, more effective, targeted prevention efforts to save lives.

1. **AUTHORIZING STATUTES:** The UDHHS is authorized to disclose the Data to the University pursuant to Utah Code 26B-8-229 which allows data collected by the Psychological Examiner to be shared with the University of Utah Department of Psychiatry or other University operating units conducting research on suicide.

2. **DESCRIPTION OF DATA:** "Data" means information about individuals, whether identifiable or non-identifiable, within the possession, custody, or control of the UDHHS that the UDHHS has disclosed to University pursuant to this Agreement as more specifically identified in Appendix A, which is attached and incorporated by reference. In the event of any conflict or inconsistency between the terms and conditions specified in this Agreement and those specified in Appendix A, the terms and conditions specified in Appendix A will govern.

3. **PERMITTED USES AND DISCLOSURES:**
 - 3.1. The University shall only access, use, or disclose Data to support research designed to facilitate identification of factors associated with suicide death, inclusive of both risk factors and factors contributing to resilience.
 - 3.2. The University may not use the Data for any other purpose without prior approval of the UDHHS.
 - 3.3. The University shall ensure any access to, or use of Data is limited to authorized individuals within the University who need to access or use the Data in the performance of the University's duties under this Agreement. The University will not share Data with any third party without UDHHS approval.
 - 3.4. Unless specified otherwise, the University shall not disclose or distribute any Data that identifies or shall be used to identify an individual to any third party. If Data received by authorized individuals within the University does not include sufficient information to allow a person to identify the individual described in it or an organization that supplied such Data, such authorized individuals may not attempt to identify or contact an

individual whose information is included in such Data through linkage to other databases or through any other methods or process without UDHHS approval.

- 3.5. Pursuant to Utah Code section 26B-8-217(5)(c)(i)(F), the University will allow the OME to review any research manuscript resulting from the efforts facilitated by this Agreement prior to publication. Additionally, pursuant to Utah Code section 26B-8-217(5)(c)(i)(G), the University will allow the OME reasonable access to any database in which Data is being stored for the purpose of audit and to ensure compliance with all applicable expectations associated with Data storage and usage.
- 3.6. The University shall not enter any Data received under this Agreement into any generative artificial intelligence tool or website without UDHHS approval.
- 3.7. The University shall not store, transmit, dispose, or access Data outside of the United States without UDHHS approval.

4. **METHOD OF DATA TRANSMISSION:** All transmissions of Data between the OME and the University will be performed using a secure transfer method mutually agreeable to the University and UDHHS. The OME agrees to prepare and send Data at regular intervals. More details regarding Data transmissions is included in Appendix A. The University agrees to maintain IRB approvals of the Data transmissions contemplated by this Agreement.

5. **PROCESS FOR RESEARCHERS TO USE DEPARTMENT DATA:** Data shared pursuant to this Agreement is considered “high-risk” under Government Data Privacy Act, UCA 63A-19-101(17). Therefore, the University must submit to the UDHHS’s privacy team for review and approval any proposed change in Data elements or the use (e.g. new question for research, study, or quality improvement), access, or disclosure of the Data (collectively “Proposed Data Change”). The request for approval must include, where applicable, the University of Utah and UDHHS IRB applications, approval letters or exemption approvals, and the specific data elements from Data as well as data elements that will be linked to the Data (collectively “Required Documentation”). The UDHHS will provide the University with a letter indicating that the Proposed Data Change has been approved and under what conditions, if any. However, if the Proposed Data Change will be reviewed by the Utah Resource for Genetic and Epidemiologic (RGE) committee, UDHHS’s privacy team will review the Proposed Data Change as part of the RGE review process, and the University must provide the Required Documentation to the RGE committee rather than to the UDHHS’s privacy team.

6. **SAFEGUARDING THE DATA:**

- 6.1. The University will implement and maintain administrative, technical, and physical safeguards necessary to protect the confidentiality of the Data that are designed to prevent unauthorized use or access. Such safeguards include, as appropriate and without limitation: (i) securing the University’s facilities, data centers, paper files, servers, back-up systems, and computing equipment, including all mobile devices and other equipment with information storage capability; (ii) implementing network, device

application, database, and platform security; (iii) securing information transmission, storage, and disposal; (iv) implementing authentication and access controls within media, applications, operating systems, and equipment; (v) encrypting identifiable Data stored on any mobile media and devices and computers/servers that allow remote access; (vi) encrypting identifiable Data transmitted over public or wireless networks; (vii) if required by UDHHS, strictly segregating identifiable Data from information of third parties; (viii) implementing appropriate personnel security and integrity procedures and practices; (ix) providing appropriate privacy and information security training to the University's employees; and (x) any other measures reasonably necessary to prevent unauthorized use or access.

6.2. The University shall promptly report to the UDHHS any unauthorized access, use, disclosure, modification, or destruction of the Data or any interference with system operations in a system that involves Data of which it becomes aware. The University agrees to take reasonable steps to mitigate any effects of such incident and limit any further use or disclosure of the Data. Upon request from the UDHHS, the University agrees to consult and cooperate with the UDHHS regarding appropriate steps for remediation and any applicable reporting requirements.

7. **DATA OWNERSHIP:** The UDHHS retains all ownership rights to the Data. The University does not obtain any right, title, or interest in any Data furnished by the UDHHS other than the permission to use such Data as contemplated by this Agreement. For purposes of the Agreement, Data does not cease to be the UDHHS's data solely because it was transferred or transmitted beyond the UDHHS's immediate possession, control, or custody. The UDHHS makes no representation or warranty, either expressed or implied, with respect to the accuracy of any Data disclosed to the University. The University will utilize Data to perform research activities as contemplated by this Agreement, which may include the development of analyses, models, or other information or products derived, aggregated, or otherwise developed from the Data. Nothing in this Agreement will be construed as limiting the University's ability to utilize and share such materials provided that any sharing or other use of such materials complies with applicable law and there is no reason to believe identification of individuals will be possible.

8. **ACCESS TO BOOKS AND RECORDS REGARDING DATA:** Upon reasonable request by the UDHHS, the University will allow the UDHSS to perform a review of the facilities, systems, books, records, agreements, policies, and procedures relating to the access, use, or disclosure of Data to assess the University's compliance with the Agreement. The UDHHS may require the University to conduct a risk assessment that addresses administrative, technical, and physical risks, if reasonable and appropriate.

9. **TERM AND TERMINATION:** The Agreement is effective upon the signatures of all parties (Effective Date). The term of the Agreement is from the Effective Date, through October 31, 2030. Either party may terminate the Agreement with or without cause upon thirty (30) days' prior written notice to the other party. The UDHHS may terminate the Agreement at any time if deemed

necessary because of requirements of or changes to applicable law or upon determination by the UDHHS that there has been a breach of system integrity or security by the University relative to the Data, or other material failure of the University to comply with the Agreement.

10. **DISPOSITION OF DATA:** Upon termination of the Agreement, except as otherwise provided for in this Agreement, the University shall securely return or destroy all identifiable Data, including any and all copies, compilations, or derivatives. If such return or destruction is not feasible, the University will promptly notify the UDHHS of the reasons in writing. The University will extend the protections and limitations agreed to in the Agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the Data infeasible. This provision shall survive termination of the Agreement.
11. **INDEMNIFICATION:** The UDHHS and the University are both governmental entities and agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for the Agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act of Utah.
12. **NOTICE:** Any notice or other communications required or permitted to be given under this Agreement shall be sent to:

If to the UDHHS:

Michael J. Staley, PhD
Clinical Services and Support, Office of the Medical Examiner
4451 South 2700 West
Taylorsville, Utah 84129
801-816-3869
mstaley@utah.gov

If to the University:

Caren J. Frost, PhD, MPH
Associate Vice President of Research
75 S 2000 E room 108
Salt Lake City, Utah, 84112

with a copy to:

USMRS Governance Committee Representative
USMRS Program Manager
Emily.Sullivan@hsc.utah.edu

Any approvals from the UDHHS or the OME contemplated by this Agreement may be obtained through established processes, e.g., review and approval processes of the Resource for Genetic and Epidemiologic Research, IRB, and may be informally sought and received without compliance with the notice requirements of this section.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed and entered into by their authorized representative.

For the UDHHS:

For the University:



[Kyle Lunt \(Oct 31, 2025 14:36:23 MDT\)](#)

Signature



[Caren J. Frost, PhD, MPH \(Oct 31, 2025 14:31:50 MDT\)](#)

Signature

Kyle Lunt

Name

Caren J. Frost, PhD, MPH

Data, Systems & Evaluation director

Title

Associate Vice President for Research Integrity
& Compliance

10/31/2025

Date

10/31/2025

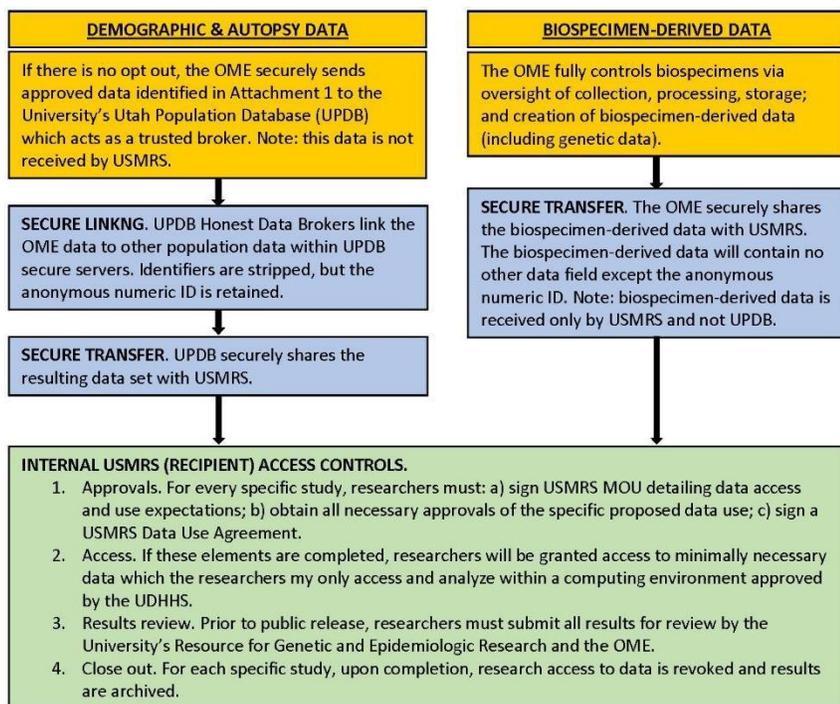
Date

APPENDIX A

DATA TRANSMISSION AND PROTECTION REQUIREMENTS

The Data the OME will provide to the University pursuant to this Agreement is described in more detail in Attachment 1 to this Appendix A, attached and incorporated by reference. The Data originates from two primary sources: (1) routinely collected demographic and autopsy data prepared or collected by the OME, and (2) data derived from biospecimens, inclusive of genetic information, collected by the OME in the regular performance of its duties. Notification of data use will exist on the OME website with a link for the decedent's next-of-kin to opt the decedent out of the study if they wish. If opt out is selected, OME personnel will not share any data for the opted out decedent. If the opt-out is received after decedent information is shared, the University will undertake best efforts to remove such information from any data sets. A more detailed description of the process of obtaining, transferring, and using the Data follows.

DESCRIPTION OF DATA SHARING PIPELINE



This pipeline will occur unless opt out was selected.

DEMOGRAPHIC AND AUTOPSY DATA

The OME will securely send approved data fields (not including any data derived from biospecimens) from suspected suicide deaths and non-suicide deaths to the Utah Population Database (UPDB), an authorized agent of the Resource for Genetic and Epidemiologic Research (RGE), which will serve as an honest broker. The demographic and autopsy data fields approved for transfer are more specifically

described in Attachment 1. Limited demographic data is provided to UPDB to enable necessary linking with other data sources. Demographic data that is used only to facilitate the linking process, as denoted in Attachment 1, is not shared with USMRS. The UPDB links data from all suicide deaths and all non-suicide deaths provided by the OME. This linking is necessary to enable effective epidemiological studies capable of comprehensibly discovering risks associated with suicide mortality. Data fields highlighted in Attachment 1 facilitate linking and are removed before resulting data sets are sent from the UPDB to approved University researchers. Researchers only have access to identifiable data with approval of the UDHHS.

BIOSPECIMEN-DERIVED DATA

DHHS External Data Sharing Agreement Template, Version 10.1.2

Additional data to inform suicide mortality research are derived from biospecimens collected by the OME as part of its routine operations. Data derived from the biospecimens is considered “data regarding suicide deaths” under UCA 26B-8-229(2)(a). The OME will securely transfer to USMRS approved biospecimen-derived data from suicide deaths and non-suicide deaths. The OME retains custodianship of biospecimens at all times and oversees and fully controls the processing of biospecimens to generate data. Specifically, the OME (a) collects biospecimens from decedents as part of its routine operations and ensures proper storage prior to timely processing; (b) implements protocols to process biospecimens to allow for generation of data relevant to efforts to identify suicide mortality factors, (c) securely stores biospecimens and implements methods to mitigate risk of damage due to equipment failure or other potential causes of damage; (d) implements protocols to generate biospecimen-derived data, including generation of genetic/ genomic data from DNA, experiments regarding differences in behavior of cells, and/or spectroscopy to determine presence of substances (e.g., toxins, drugs, cortisol, hormones).

ADDITIONAL DATA PRIVACY AND SECURITY EXPECTATIONS

In addition to the requirements and expectations set forth in the main Agreement, the University agrees to implement the additional expectations below regarding its access and use of Data.

1. Each USMRS researcher will sign a Memorandum of Understanding setting forth expectations to ensure the responsible conduct of research.
2. Formally proposed uses of Data (defined as uses that are expected to result in public facing scientific analysis that contribute to generalizable knowledge) by USMRS researchers will undergo a rigorous internal review including involvement of USMRS leadership, members of the University's Office of Research Integrity and Compliance who are familiar with this Agreement, community representatives and those with lived experience, and OME. Reviews will ensure alignment with UDHHS priorities and will assess regulatory, scientific, ethical, and privacy issues.
3. Each research study must have an IRB approval or exception. All USMRS researchers requesting access to Data must be included in a protocol approved by the University's IRB and identify the sections from the protocol that document IRB approval of access to the requested Data.
4. Approval of a specific public facing project will be followed by completion of an internal USMRS Data Use Agreement (DUA) that is approved and tracked by the University's Office of Research Integrity and Compliance.
5. Only those authorized via an internal USMRS DUA for each specific public facing proposed project will be authorized to access Data (and will receive minimally necessary data to achieve the proposed project goals).
6. Specific project analyses will only be allowed within computing environments approved by the UDHHS.
7. Results of each specific project must be reviewed by the USMRS and by UDHHS representatives and UDHHS Privacy Officers. Reviews will ensure scientific rigor, compliance with ethical standards, alignment with UDHHS priorities, and anonymity of research results to ensure any subjects of Data cannot be re-identified.
8. Publication of results will be reviewed by UDHHS's privacy team for review of privacy issues and confidentiality precautions.
9. With the completion of each specific project, the research team's access to Data will be removed and study details and protocols securely archived. This step will assure that

potentially identifiable data will only exist within secure environments approved by the UDHHS.

10. The University will undertake best efforts to secure and maintain a National Institutes of Health Certificate of Confidentiality covering research activities facilitated by this Agreement. USMRS activities related to this Agreement currently operate under a Certificate of Confidentiality.
11. Protocols governing research efforts facilitated by this Agreement will be reviewed annually by Institutional Review Boards (IRBs) at the University, UDHHS, and Intermountain Health.

**ATTACHMENT 1
APPROVED DATA**

DEMOGRAPHIC AND AUTOPSY DATA

| Data Fields | Field Description | NOTES |
|-----------------------------|---|-----------------------|
| ME Case Number | Medical examiner case number | Identifiable |
| State File Number | State file number | FOR UPDB Data Linking |
| First Name | first name | FOR UPDB Data Linking |
| Middle Name | middle name | FOR UPDB Data Linking |
| Last Name | last name | FOR UPDB Data Linking |
| Age In Years | Age of decedent in years | |
| Gender | Gender of decedent | |
| UMED_race | Race of decedent | |
| Overall race variable | collapsed race variable (White/Black/Asian/etc.) | |
| Residence Zip | Residence Zip code of Decedent | |
| Residence County | Residence County of Decedent | |
| Residence State | Residence State of Decedent | |
| BirthYY | year of birth | |
| BirthMM | month of birth | FOR UPDB Data Linking |
| BirthDD | day of birth | FOR UPDB Data Linking |
| DeathYY | year of death | |
| DeathMM | month of death | FOR UPDB Data Linking |
| DeathDD | day of death | FOR UPDB Data Linking |
| COD | final Manner of Death (suicide/accident/undetermined/natural) | |
| Drug Related | Drugs related to manner of death | |
| Immediate Cause of Death | Immediate Cause of Death | |
| Additional Cause of Death 1 | Additional Cause of Death 1 | |
| Additional Cause of Death 2 | Additional Cause of Death 2 | |
| Underlying Cause of Death | Underlying Cause of Death | |
| Death Zip | Zip code for place of death | Identifiable |
| Weapon Type | Type of weapon used | |
| Education | Education level of decedent | |
| Armed Forces | Veteran Status of decedent | |
| MVA | Motor vehicle involved (Driver, Passenger, Pedestrian) | |
| Rx 1 | Current prescriptions for decedent | |
| Rx 2 | | |
| Rx 3 | | |

| | | |
|--|--|--------------|
| Rx 4 | | |
| Rx 5 | | |
| Rx 6 | | |
| Rx 7 | | |
| Rx 8 | | |
| Rx 9 | | |
| Rx 10 | | |
| Rx 11 | | |
| Rx 12 | | |
| Histology | Histology was completed | |
| Underlying COD | Underlying COD Code | |
| Contrib COD 1 | Contributing COD 1 Code | |
| Contrib COD 2 | Contributing COD 2 Code | |
| Contrib COD 3 | Contributing COD 3 Code | |
| Contrib COD 4 | Contributing COD 4 Code | |
| Contrib COD 5 | Contributing COD 5 Code | |
| Contrib COD 6 | Contributing COD 6 Code | |
| Contrib COD 7 | Contributing COD 7 Code | |
| Contrib COD 8 | Contributing COD 8 Code | |
| Contrib COD 9 | Contributing COD 9 Code | |
| Injury Description | Description of injuries to decedent | |
| Other Significant Conditions (Part II of D.C.) | Other significant conditions of the decedent | |
| Deceased Height Cm | Height of Decedent in Cm | |
| Deceased Height In | Height of Decedent in inches | |
| Deceased Weight Kg | Weight of Decedent in Kg | |
| Deceased Weight lbs | Weight of Decedent in pounds | |
| Tobacco | Smoking status of decedent | |
| Employment Status | Employment status of decedent | |
| ResCityFips | | Identifiable |
| ResCountyFips | | Identifiable |
| ResStateFips | | |
| ResCountryFips | | |
| Data derived from biospecimens, which may include genetic data | | Identifiable |
| Toxicology | Aggregated toxicology data | |