

Memorandum of Understanding to Establish a Secure Electronic Data Collection System

Parties to This Memorandum of Understanding

This Memorandum of Understanding is entered into this first day of July, 2016 by and between The City of Oakland, and _____ a grantee of the City of Oakland receiving Oakland Fund for Children and Youth (OFCY) funds to provide children and youth services (hereafter “Grantee”).

Purpose

The City of Oakland, Grantee, and individuals served by Grantee will benefit from Cityspan’s access to personally identifiable information for the purpose of conducting reporting and other data compilations in support of contract monitoring and program evaluation. This MOU sets out the terms and methods for secure and consensual handling of this information.

The OFCY Cityspan database allows the City of Oakland to support the valuable work that Grantee provides to clients who receive a comprehensive array of services funded by OFCY.

The database benefits both Grantee and The City of Oakland by:

- Eliminating redundancy in data collection and reporting.
- Reducing time and paperwork required for Grantee to submit invoices, progress reports, and evaluation data to The City of Oakland.
- Improving the quality of program analysis through the use of a limited set of core data elements shared across funded programs.
- Making available free database technical support to Grantee during all regular business hours.

The database also ensures that high quality information about service delivery is available to demonstrate the impact of OFCY implementation for the clients that are served. The database helps fulfill the goals of evaluation, making it possible to:

- Identify and analyze the effectiveness of existing practices and strategies to support continuous quality improvement in OFCY funded programs.
- Longitudinally track and analyze data to identify best practices, service patterns, gaps, and participant outcomes in relation to their level of service participation.
- Demonstrate how the intensity of services provided to clients, and the overlapping of services from multiple funded programs, leads to improved client outcomes.

Cityspan shall protect the confidentiality of all protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Confidentiality of Medical Information Act (CMIA). The protocol for data security established for OFCY Grantees is set up to ensure that grantee agency data can be shared only if the identity of the individual client is protected, or as required by City, State, or Federal rules, regulations, or laws.

Data Collection Procedure

1. Grantee data will be collected via an online database administered by Cityspan. Personally identifiable client data will only be visible to the grantee that enters that data, to Cityspan, and to designated OFCY evaluator(s).
2. Grantee will be required to collect some individual level data such as client program participation. Identifying information – specifically, client first and last name and date of birth – will be collected in the Cityspan database.
3. Access to the online database is password protected. An authentication protocol prevents access to the database without a secure ID and password issued by Cityspan. Each grantee will determine which members of its agency have access to the database and what level of access they will have.
4. Electronic procedures will be implemented that terminate an electronic session after a predetermined time of inactivity, pursuant to HIPPA or CMIA standards, whichever is stricter. All accounts on the OFCY database will automatically log out if left idle for a designated period.

Data Matching Procedure

In order to support the evaluation of OFCY programs and the progress of individual clients, the evaluator may match Grantee data with data provided by the Oakland Unified School District (OUSD). There are two principles to the data matching procedure:

1. OUSD will not have access to Grantee's data from the Cityspan database. The only exceptions are OFCY Grantees in the School-based after school strategy who are jointly funded by OFCY and OUSD and are using the hybrid OFCY/OUSD Cityspan system.
2. The evaluator will not use individually identifiable information for anyone during program analysis.

Steps Involved in Data Matching Process:

- Grantee will enter names and dates of birth directly into the Cityspan database for each client.
- Cityspan will generate a unique “**Cityspan ID**” for each client.
- Cityspan sends the evaluator participant service data, Cityspan ID and identifying information.
- The evaluator matches participants to other data source records such as OUSD, using first name, last name, date of birth, ethnicity and gender – without OFCY service data.
- The evaluator strips the matched data records of any identifying information, keeping only the Cityspan ID intact before conducting data analysis of program impact.

Prohibition on Data Sharing

Absolutely no sharing of Grantee program data in the Cityspan OFCY database is allowed other than that specified in this MOU. However, if data is ordered by any City, State, or Federal agency/body, pursuant to applicable rules, regulations or laws, such data shall be provided.

Procedure for Obtaining Prior Written Consent from Clients

An Authorization to Release Confidential Information (“Consent Form”) must be signed by each client before client data is collected and input or transferred into the Cityspan database. Grantee is responsible for discussion of confidentiality protocols with clients and parent/guardians and ensuring that they are informed about their rights.

In every case the original signed Consent Form will be kept by the Grantee and a copy will be provided to the client as well as the parent/guardian (if applicable). Authorization may be withdrawn at any time.

Grantee is expected to explain the Authorization process in a language understood by the client. If parent/guardian of the client does not speak the languages spoken by the Grantee staff, or cannot adequately read in the languages in which the Consent Form is available then it is the responsibility of the Grantee to provide an interpreter, or to read the form to the client or parent/guardian, and to sufficiently explain any difficult wording. Grantee shall respond fully, appropriately, and in a timely manner to the questions and concerns of the client and/or parent/guardian related to the forms or the confidentiality policy and procedures.

If the parent/guardians’ ability to adequately understand and make decisions about their child’s and their own participation in services is uncertain (e.g., due to age, cognitive impairment, extreme stress, or other factors), and a legally authorized representative is not available, the Grantee shall not release or disclose confidential information.

The authorization may be revoked at any time by the client or parent/guardian. To revoke the authorization, the client or parent/guardian should revoke the authorization in writing and submit it to the Grantee, who will then inform Cityspan as soon as is practicable. Actions taken by Cityspan or The City of Oakland prior to the revocation of the authorization may not be revoked. All confidential information on clients who have revoked their authorization will have identifying information removed from the Cityspan database in a timely manner.

Refusal to authorize sharing of confidential client information shall not preclude the client’s receipt of Grantee’s services. However, these clients will not be counted toward the achievement of Scope of Work projected benchmarks for unduplicated participants served and service hours (Units of Service).

Limitation on Disclosure of Confidential Information

Only aggregated data or non-personally identifiable individual data will be shared with the City of Oakland. De-identified information may be shared which neither identifies nor provides a reasonable basis to identify an individual. De-identified data may include the removal of specified identifiers of the individual and of the individual’s relatives, household members, and employers, and is adequate only if Cityspan has no actual knowledge that the remaining information could be used to identify the individual.

City of Oakland and its auditors, including the City Auditor, will have access only to aggregated data or individual data stripped of personally identifying information. The City and its auditors, including the City Auditor will not have access to personally identifying information, including names and birth dates of a particular client being served by a Grantee. The City and its auditors, including the City Auditor will have access to anonymized data on a particular client or aggregate data about a program if that program is serving a small number of clients who could be identified simply by race, gender or age.

Each Grantee will be responsible for carefully monitoring the data collection and reporting of confidential Client information maintained in the Cityspan database. The original, signed copy of the Client's Consent Form- and any other information regarding the Client collected at any point in time on paper, printed from electronic files, or stored electronically- will be placed in a personal paper or electronic file folder, and stored in a location accessible only to Grantee staff who can document a direct, specific, and time-limited need for the confidential information to which they request access.

Cityspan has agreed to maintain the database as follows:

- Cityspan shall keep all confidential information in the strictest confidence.
- Cityspan will provide for the protection of confidential information with the most advanced security technology available, and will meet all applicable rules, regulations, and laws, including but not limited to, those set out in HIPAA and CMIA, and all other California and federal privacy regulations.
- Cityspan shall maintain a database that is compliant with HIPAA, CMIA, and shall follow all HIPAA and CMIA privacy requirements in the handling of personally identifiable information.
- Cityspan will report its data compilations in such a manner so as not to permit the release of personally identifiable information to persons other than those identified in this MOU.
- Cityspan will not disclose any personally identifiable information to any requesting person or entity aside from the evaluator, without prior written authorization from the Grantee, with the exception of any directive or order for information from any City, State or Federal agency/body pursuant to applicable rules, regulations or laws.
- Cityspan shall keep all data in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way such that unauthorized persons cannot retrieve or alter the information by using a computer, remote terminal, or other means.
- Cityspan shall instruct all staff with access to confidential information about the requirements for handling confidential information.
- Cityspan shall provide all staff having access to confidential information with statements of organizational policies and procedures for the protection of human subjects and data confidentiality.
- Cityspan agrees to defend, indemnify, and hold harmless the City of Oakland, its Councilmembers, officers, partners, agents, and employees, and all Grantees from and against

any and all liabilities resulting from injury or death to persons, unauthorized or negligent use or disclosure of confidential information,, and damage to or loss of tangible property of third parties, arising out of or resulting from the performance of Cityspan's services under this MOU to the extent attributable to the negligent acts or omissions of, or intentional injury by, Cityspan or its employees or agents.

- Cityspan agrees to return or destroy any Protected Health Information it receives from any Grantee inputting data into the online database as requested by Grantee or City, or as required by HIPAA or CMIA.
- Cityspan will comply with requirements for managing student education records as set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
- Cityspan will provide technical support to all Grantees using the OFCY Cityspan database. Toward this end, Cityspan will operate a Help Desk by phone during all regular business hours, Monday through Friday excluding holidays from 9:00 a.m. to 5:00 p.m.

Responsibilities of the Parties:

Grantee:

- Grantee is responsible for maintaining password security to its own agency database user accounts. Each Grantee will have the ability to create user accounts and passwords that allow individuals to access the personally identifiable information entered into the database by their own agency.
- If a database user account assigned to a Grantee requires additions, amendments, or deletions, then the Grantee is responsible for contacting Cityspan during normal business hours to make those changes.
- Grantee will obtain a signed Consent Form from individuals (or from their parent or guardian if they are a minor) to input their personal information into the database and to participate in OFCY evaluation. Grantee will follow the procedure outlined above.
- Grantee will enter relevant information into the database and participate in the OFCY evaluation as a condition of funding.
- Grantee agrees to defend, indemnify, and hold harmless the City of Oakland, its Council Members, officers, partners, agents and employees from and against any and all liabilities resulting from injury or death to persons, unauthorized or negligent use or disclosure of confidential information, and damage or loss of tangible property of third parties arising out of or resulting from the performance of Grantee's obligations under this MOU to the extent attributable to the negligent acts or omissions of, or intentional injury by Grantee or its employees or agents.

The City of Oakland:

- The City of Oakland will not use its contractual relationship with Cityspan to compel Cityspan to deliver personally identifiable information.

Term

The term of this MOU shall be from July 1, 2016 to June 30, 2019. Any party may remove their data from the Cityspan OFCY database at any time with written notice to Cityspan. As soon as is reasonably practicable, any data owned by that party will then be returned or destroyed by Cityspan.

ACKNOWLEDGMENT

I have read and agree to the terms and methods for secure and consensual handling of OFCY participant data as outlined above.

Agency: _____

Print Name: _____

Title: _____

Signature: _____ Date: _____