

TERMS OF USE AGREEMENT

Data Application and Integration Solution for the Early Years

Iowa Department of Public Health

This Terms of Use Agreement (“Agreement”) is between the Iowa Department of Public Health (IDPH) and an authorized agency or entity identified as a Participating Agency (PA) in the IDPH Family Support Statewide Database.

If any PAs are FERPA Covered Entities, include: Whereas, PAs may be a Covered Entity authorized to collect and maintain student educational records consistent with applicable state and federal laws and subject to the Kansas Student Data Privacy Act (SDPA), K.S.A. 72-6215, *et seq.*, and the federal Family Educational Rights and Privacy Act (FERPA) as authorized by 20 U.S.C. §1232g and 34 CFR Part 99. FERPA requires a Data Sharing Agreement in connection with the disclosure of data by a Covered Entity to IDPH. This Terms of Use Agreement sufficiently fulfills the requirements of a Data Sharing Agreement and serves as such.

If any PAs are HIPAA Covered Entities, include: Whereas, PAs may be Covered Entities under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its associated regulations at 45 C.F.R. Part 160 and 164 (Privacy Rule) which may require a Data Use Agreement in connection with the disclosure of data by a Covered Entity to IDPH. This Terms of Use Agreement sufficiently fulfills the requirements of a Data Use Agreement and serves as such.

Whereas, The University of Kansas Center for Public Partnerships and Research (KU-CPPR) is contracted by IDPH as a Business Associate to provide and maintain Data Application Integration Solution for the Early Years (DAISEY). KU-CPPR may have incidental contact with data entered by PAs in fulfilling its contract to provide system support and technical assistance for DAISEY.

There is no cost to the PA for this agreement.

1. Purpose

IDPH is working with service providers to build upon existing efforts and infrastructure to ensure Iowa communities can effectively coordinate, improve and track health outcomes across Iowa.

1.1 IDPH has contracted with the University of Kansas Center for Public Partnerships and Research (KU-CPPR) to utilize Data Application Integration Solution for the Early Years (DAISEY), a web-based shared measurement application for integrating information across participating agencies in a community. DAISEY will consolidate these data for the purpose of centralized data storage and single-source reporting. DAISEY provides PAs the capacity to fulfill funder reporting requirements and provides access to shared data for reporting and analysis to improve practice and services to children and families.

1.2. KU-CPPR will maintain the DAISEY data management system on a HIPAA compliant server, create, maintain and secure access to the system for PAs, and provide technical assistance in using the application per its contractual terms with IDPH.

1.3. Use of DAISEY is contingent upon your acceptance of this Terms of Use Agreement.

2. Terms

In order to meet contractual obligations and function as a PA within the IDPH FHCS, you are required to meet the following terms.

2.1. *Transmission of Data*

PA's shall enter data as required by IDPH into DAISEY, a secure web-based system, where IDPH can access the data. *FSSD Demographic data is due upon enrollment. Quarterly Report Data is due on the 5th calendar day after a quarter ends (Oct. 5, Jan. 5, April 5, July 5). Initial LSPs or PFSs are due within two weeks of enrollment; LSPs are then due every six months following and upon exit (if ≥ 6 weeks has passed since the Initial LSP) and PFSs are due every June 30 and upon exit (if ≥ 6 weeks has passed since the Initial PFS). MIECHV Demographic data is due upon enrollment. Quarterly Report Data is due on the 15th calendar day after a quarter ends (Jan. 15, April 15, July 15, Oct. 15). All assessments are due according to MIECHV assessment schedule in training manual.*

2.2. *Custodian of Data*

As vendor of DAISEY, KU-CPPR is the custodian of the PA's data.

2.3. *Data Ownership*

PA's and IDPH share ownership of any data entered into DAISEY by the PA.

2.4. *Confidentiality*

DAISEY users shall sign and update annually a DAISEY Confidentiality Agreement provided by IDPH. This is to ensure that users keep information confidential. Breach of confidentiality will result in termination of user accounts. PA shall maintain copies of all user Confidentiality Agreements and provide them to IDPH upon request.

2.5. *Notification/Consent/Authorization*

2.5.1. PAs that are HIPAA Covered Entities agree to provide appropriate notification to any individual whose data will be entered into DAISEY. This may be through the PAs Notice of Privacy Practices (NPP).

2.5.2. PAs that are FERPA Covered Entities agree to provide individuals an opportunity to consent for their data to be entered into DAISEY as required by FERPA.

2.5.3. PAs that are not Covered Entities (under HIPAA or FERPA) agree to provide appropriate Information Use Notice to individuals whose data will be entered into DAISEY.

2.5.4. PA shall retain copies of these documents for documentation and data security purposes and provide them to IDPH upon written request.

3. **Data**

DAISEY input consists of personally identifiable demographic information, which may constitute protected health information (PHI) on children, families, and households; information contained in measurement and assessment instruments; and aggregate information from organizational reports (herein referred to as "Data"). The PA shall follow all federal, state and local laws and regulations applicable to your collection, sharing and distribution of the Data.

4. **How Data May Be Used**

PA agrees to use and access DAISEY solely for the purposes stated in this Agreement.

- 4.1. To fulfill IDPH requirements and provide IDPH with program data for use as determined by IDPH.
- 4.2. To generate de-identified, aggregate level reports to improve service delivery, coordination, and client satisfaction.
- 4.3. By PAs for internal Continuous Quality Improvement and other service and program improvement initiatives.
- 4.4. For purposes of scholarly research and analysis, including use in professional presentations and publications by IDPH, KU, and/or PAs, using only de-identified and aggregate level data. Reports, presentations or other materials produced by PAs using DAISEY data shall include the following disclaimer, “*The views expressed and conclusions drawn are solely those of the authors/presenters and do not reflect an endorsement by or view of the [Initiative Funding Agency].*”

5. Data Security

DAISEY provides secure data entry, integration and storage for early childhood program data. It is maintained on a secure, HIPAA/FERPA-compliant server housed at the secure data center within the KU Price Computing Center. This server must be certified HIPAA compliant to fulfill the install requirements and is maintained on a server that addresses three areas in the HIPAA Security Standards Matrix to protect covered entities using or storing protected health information (PHI). The system has the necessary safeguards in place for administrative, technical, and physical security of data to ensure the proper handling, access, storage and recovery of PHI. It is also configured to restrict access to users to protected information residing in the database.

6. Data Governance

DAISEY is governed by established KU-CPPR data governance policy and procedures and all relevant KU privacy and security policies are available upon written request. IDPH retains the right to apply its own data governance policies as appropriate.

7. Protection of Data

IDPH and its contractor (KU-CPPR) will:

- 7.1. Ensure that all employees with access to the Data understand and acknowledge the confidentiality of program data, and the trust and confidence placed with them by providing access and contact to this information.
- 7.2. Exercise the utmost diligence to protect and safeguard confidential information as well as personally identifiable client level information.
- 7.3. Notify the PA within ten (10) days upon discovering any breach or suspected breach of security or of any disclosure of the data to any unauthorized individual or entity.

8. Limitations on Disclosure

- 8.1. To the extent permitted by law, IDPH and its contractor will not use or disclose the Data for any purpose not expressly stated in this Agreement without advance written approval of the PA.

8.2. IDPH will notify the PA within ten (10) days upon receipt of any request or demand for disclosure of the Data. IDPH, through KU-CPPR, will maintain Data associated with this funding stream for a minimum of five years post entry.

8.3. *Conditions for Release of Data to a Third Party*

Parties to this agreement shall not disclose data obtained under this agreement in any manner that could identify any individual, except as authorized by [FERPA and/or HIPAA] to any entity other than to KU-CPPR as custodian of data and vendor of DAISEY

8.4. *Conditions for Release of Data for Analysis*

Any contractor or person participating in approved projects on behalf of the Parties to this Agreement shall neither disclose or otherwise release data and reports relating to an individual, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual.

9. Term and Termination

9.1. This Agreement is effective upon the signature of PA contract with IDPH and shall continue as long as IDPH retains the data, unless otherwise terminated by applicable law or regulation.

9.2. PA may terminate this agreement at any time by providing thirty (30) days prior written notice to IDPH at which time IDPH will engage with PA in mutually agreeable terms for the return or destruction of data entered into DAISEY by PA.

9.3. IDPH reserves the right to immediately revoke this Agreement and PA's access to DAISEY upon the PA's failure to comply with any term or provision of this Agreement *or the community Memorandum of Agreement (if initiative is data-sharing)*.

10. Miscellaneous Terms

10.1. The PA may not assign this Agreement without the prior written consent of IDPH. This Agreement may only be amended in writing and signed by both parties.

10.2. All terms of this Agreement extend to any and all agents acting on behalf of PA.

10.3. PA and IDPH understand and agree that individuals who are the subject of Protected Health Information (PHI) are not intended to be third party beneficiaries of this agreement.

THE PARTIES, through their duly authorized representatives, assent to the terms and conditions of this Agreement and have executed it as of the date shown below.

[PA Name]

By:

[Initiative Funding Agency]

By:

[Insert Name]

[Insert Title]

[Insert Name]

[Insert Title]

Date

Date