

TERMS OF USE AGREEMENT

Data Application and Integration Solution for the Early Years

Kansas Department of Health and Environment

This Terms of Use Agreement (“Agreement”) is between the Kansas Department of Health and Environment (KDHE) and an authorized agency or entity identified as a Participating Agency (PA) in the KDHE Family Health Comprehensive System (FHCS).

1. Purpose

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

1.1 KDHE 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 KDHE.

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 KDHE FHCS, you are required to meet the following terms.

2.1. MOA

If data will be shared with other community agencies, PA shall sign the Memorandum of Agreement (MOA) established within your FHCS Community of Care. All PAs within a community are required to sign the FHCS Community MOA provided by KDHE. This MOA ensures that all PAs agree to and follow through with standard data governance requirements. This ensures that shared data will be protected consistently across PAs.

2.2. Confidentiality

DAISEY users shall sign and update annually a DAISEY Confidentiality Agreement provided by KDHE. 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 KDHE upon request.

2.3. Authorization/HIPAA Notification

2.3.1. PA shall obtain appropriate data sharing authorizations from any individual whose data is shared in DAISEY. KDHE will provide Authorization for Release of Information and Information Use Notice forms and guidance on the use of the forms.

2.3.2. PA shall ensure that only data from individuals who consent to share their data with other PAs will be shared. PAs shall ensure that their staff follow the DAISEY Individual Data Sharing Declined Protocol.

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

3. Data

DAISEY input consists of personally identifiable demographic information 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 KDHE requirements and provide KDHE with program data for use as determined by KDHE.

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 KDHE, 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 Kansas Department of Health and Environment.”*

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. KDHE retains the right to apply its own data governance policies as appropriate.

7. Protection of Data

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

9. Term and Termination

- 9.1. This Agreement is effective upon the signature of PA contract with KDHE and shall remain in effect until the completion of KDHE's contract with KU-CPPR which will continue through June 30, 2016.
- 9.2. KDHE reserves the right to immediately revoke this Agreement and PA's access to the DAISEY data management system upon the PA's failure to comply with any term or provision of this Agreement or the community Memorandum of Agreement

10. Miscellaneous Terms

- 10.1. The PA may not assign this Agreement without the prior written consent of KDHE. 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.

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.

Sedgwick County, Kansas

By:

Richard L. Ranzau, Chairman
Sedgwick County Board of County Commission

Date

Kansas Department of Health and Environment

By:

Susan Mosier, MD
Secretary

Date

ATTEST:

KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:

JUSTIN M. WAGGONER,
Assistant County Counselor