

**AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
THE JOHN W. GARDNER CENTER FOR YOUTH AND THEIR COMMUNITIES AT
STANFORD UNIVERSITY**

This Data Exchange and Confidentiality Agreement (“Agreement”) between the City of South San Francisco and The Board of Trustees of the Leland Stanford Junior University by and through its John W. Gardner Center for Youth and Their Communities (hereinafter referred to as “JGC”) describes the means to be used by JGC to ensure the confidentiality and security of information and data exchanged between the City of South San Francisco (hereinafter referred to as “South San Francisco”) and JGC for the purposes stated below.

I. GENERAL TERMS

A. PURPOSE

The JGC has developed the Gardner Center Data Archive (“GCDA”), an archive of matched longitudinal administrative data to facilitate collaborative policy analyses and program improvement studies for agencies and community-based organizations. Policy and program improvement questions to be addressed using the GCDA will be developed in collaboration with participating public agencies and representatives of local community-based organizations.

The Cities of South San Francisco, Daly City, San Mateo, and Redwood City (hereinafter referred to collectively as “Participating Cities”), with San Mateo County acting through the Behavioral Health and Recovery Services (“BHRS”) of San Mateo County Health (hereinafter referred to as “County”), have developed a pilot program to improve the County and Participating Cities’ response to community members experiencing mental health crisis (“Pilot Program”). In furtherance of the Pilot Program, the County and Participating Cities are partnering with JGC to support the Pilot Program’s planning and implementation efforts and have agreed to share the costs of JGC’s work, as set forth in Memorandum of Understanding between the County and Participating Cities. The scope of JGC’s work to support the Pilot Program includes regular data analysis to determine the Pilot Program’s effectiveness, assess outcomes, and consider appropriate adjustments, and South San Francisco is sharing data extracts pursuant to this Agreement to achieve the above stated purpose.

B. NATURE OF DATA

To further the achievement of the above stated purpose, South San Francisco will at its discretion provide JGC with data extracts from South San Francisco’s data systems to include data elements identified in **Attachment A**, as well as any additional items required to answer research questions defined by South San Francisco alone or in collaboration with the County and/or other Participating Cities].

South San Francisco warrants that it has the authority to provide such data to the JGC under the terms of this Agreement, and that South San Francisco will not be in breach of any law or representations to any person by providing such information to the JGC.

These data extracts will include historical information wherever possible. Additional data elements may be provided at the discretion of South San Francisco.

Because the GCDA will match incident-level data with anonymized identifiers of individuals, these data are expected to contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about individuals as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

South San Francisco and JGC shall use a secure, mutually agreed upon means and schedule for transferring confidential information. South San Francisco will create data extracts and validate the data. Extracts will be updated using a mutually agreed upon schedule. At no time will data be sent electronically to or from the parties, except via a mutually agreed and secure file transfer protocol system.

D. PERIOD OF AGREEMENT

This Agreement shall be effective per specifications in **Attachment B**, unless terminated earlier by either party pursuant to Section F.

E. JGC RESPONSIBILITIES

JGC agrees to the following confidentiality statements:

1. JGC acknowledges that these data are confidential data and proprietary to South San Francisco, and agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws which may include but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. JGC is responsible for complying with all District, Local, State and Federal confidentiality applicable laws and regulations.
2. JGC will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement. Servers, laptop and desktop computers, mobile devices, and software applications that will be used for transfer, storage, management, manipulation, and analysis of South San Francisco's data will comply with Stanford University's Minimum Security Standards for High Risk data (accessible at <https://uit.stanford.edu/guide/securitystandards#security-standards-servers>).
3. JGC shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential

information statements of organizational policies and procedures for the protection of human subjects and data confidentiality and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information. JGC will ensure that all staff and subcontractors to whom they provide the limited data sets obtained under this Agreement agree to the same restrictions and conditions that apply to JGC in this Agreement with respect to such information. Other than as provided herein, no confidential data will be released by JGC.

4. JGC shall not assign this Agreement or any portion thereof to a third party without the prior written consent of South San Francisco, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
5. JGC will use any information which could potentially allow the identification of any individual only for the purpose of creating the data sets using aggregate data and analyzing the data. JGC will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law, provided JGC shall provide South San Francisco with prompt written notice of any subpoena, court order, or other legal demand for information covered by this Agreement so as to allow South San Francisco an opportunity to obtain a protective order to prohibit or limit such disclosure..
6. JGC will report aggregate data and statistical results based on aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. This paragraph will survive the termination of this Agreement.
7. JGC will not contact the individuals included in the data sets.
8. JGC agrees to obtain written approval from South San Francisco prior to engaging any subcontractors to perform any services requiring access to any individually identifiable information.
9. JGC shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by South San Francisco.
10. JGC shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
11. JGC shall keep all information furnished by South San Francisco in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. Following stringent security

protocols approved by Stanford IT, no data will be archived on unencrypted laptop computers or other portable computing devices or media, e.g., flash drives, etc.

12. JGC shall permit examination and on-site inspections by South San Francisco upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are met.

F. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - a. By JGC or South San Francisco immediately in the event of a material breach of this Agreement by the other party.
 - b. By JGC or South San Francisco upon 30 days' notice to the other party.
2. Upon ninety (90) days written notice from South San Francisco, JGC shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted. JGC shall also securely destroy all physical media (e.g., data on disks or USB drives) containing confidential and/or sensitive information utilizing a mutually approved method of confidential destruction, which may include shredding, burning, or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. In the absence of such notice, JGC may retain such data and use it, with South San Francisco permission, for research, education program improvement or related purposes.

G. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.
2. This Agreement shall be governed by and construed under the laws of the State of California.
3. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Signed:
FOR SOUTH SAN FRANCISCO

**FOR THE JOHN W. GARDNER
CENTER FOR YOUTH AND THEIR
COMMUNITIES**

Mike Futrell, City Manager

Amy Gerstein, Executive Director

Date

Date

II. ORGANIZATION-SPECIFIC AGREEMENTS: ATTACHMENTS

ATTACHMENT A: SPECIFIC DATA ELEMENTS

Anonymous Identifiers (Crosswalks to identifiers held by South San Francisco)

- Law enforcement officer anonymized identifier (i.e., from employee ID)
- Mental Health clinician anonymized identifier (i.e., from employee ID)
- Dispatcher anonymized identifier (i.e., from employee ID)
- Incident anonymized identifier
- Subject anonymized identifier (i.e., from RIMS agency ID)

Incident-Level Data

- Incident date/time
- Incident beat/area
- Incident type code
- Incident criminal offense code (if applicable)
- Incident call/report source (i.e., officer vs. citizen)
- Disposition information (i.e., officer safety info, mental health disposition indicator)
- Responding law enforcement officer (anonymized)
- Responding mental health clinician (anonymized; if applicable)
- Responding dispatcher (anonymized)
- Indicator of type of incident (i.e., a mental health call vs. other calls)
- If a mental health incident, staff flagging it as such (i.e., dispatcher, responding officer)
- Use-of-force indicator and type code
- Incident outcome type (e.g., citation, 5150, arrest, hospitalization; no action taken)
- Law enforcement officer's time on incident (Dispatch time, en route time, arrival time, clear time)

Subject-Level Data

- Age, sex, race, ethnicity (if available)

Mental Health Clinician Data

- Start date and time of each shift
- End date and time of each shift

ATTACHMENT B: PERIOD OF AGREEMENT

This agreement shall be effective beginning 31 April 2021 through 31 April 2023, unless terminated earlier by either party pursuant to Section F. The effective dates of this agreement may be modified by written amendment subject to acceptance of both parties.

ATTACHMENT C: VARIOUS OTHER ORGANIZATION-SPECIFIC AGREEMENTS

Re E. JGC AND CITY RESPONSIBILITIES

JGC will not conduct any analyses using South San Francisco data without prior approval by an authorized South San Francisco representative. JGC will not publish findings obtained using South San Francisco data without prior review by an authorized South San Francisco representative. South San Francisco shall designate the following person(s) as authorized representatives for the GCDA:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Ver: 3/2021

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