BOARD OF EDUCATION OF HOWARD COUNTY
MEETING AGENDA ITEM

Memorandum of Understanding between the Howard County Health Department and the Howard County Public School System

DATE: September 6, 2018

PRESENTER(S): Mary Schiller, Manager, Community Partnerships
Caroline Walker, Executive Director, Program Innovation and Student Well-being

OVERVIEW:

The Howard County Public School System recognizes the importance of partnerships with government agencies to enhance student health and well-being in Howard County. The attached Memorandum of Understanding continues Howard County Public School System’s partnership with the Howard County Health Department and clarifies how aggregate student data is shared between the partners.

RECOMMENDATION/FUTURE DIRECTION:

Recommend approval of the Memorandum of Understanding.

SUBMITTED BY:
Mary E. Schiller
Manager
Partnerships Office
Theodore Hartman
Coordinator, Data Governance and Privacy
Caroline Y. Walker, Ph.D.
Executive Director, Program Innovation & Well-being
William J. Barnes
Chief Academic Officer

APPROVAL/CONCURRENCE:
Michael J. Martirano, Ed.D.
Superintendent
Karalee Turner-Little
Deputy Superintendent
Mark Blom
General Counsel
Jahantab Siddiqui
Chief Communication, Community Workforce/Engagement Officer
DATA SHARING AGREEMENT BETWEEN
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
AND
THE HOWARD COUNTY HEALTH DEPARTMENT

This Data Sharing Agreement ("the Agreement") is entered into by and between the Howard County Public School System and the Howard County Health Department for the purpose of identifying student health needs, tracking health outcomes, and planning health programs aimed at increasing the health of Howard County students (the "Program").

I. PARTIES. The Howard County Public School System ("HCPSS") is a local educational agency.

➢ For the purposes of this agreement, the HCPSS designates Caroline Walker, Ph.D. as the primary contact. Dr. Walker can be reached at caroline_walker@hcpss.org and 410-313-7136.

The Howard County Health Department ("HCHD") is a department of the Howard County government, authorized to collect and maintain private health information (PHI) consistent with applicable state and federal laws and subject to the federal Health Insurance Portability and Accountability Act (HIPAA), as authorized by 42 U.S.C. § 132 et seq and 45 CFR Parts 160, 162, and 164.

➢ For purposes of this agreement, The Howard County Health Department designates Jacqueline Dougé, M.D. as the primary contact. Dr. Dougé can be reached at jdouge@howardcountymd.gov and 410-313-7569.

II. PURPOSE. The purpose of the Agreement is to: (1) specify the terms under which the HCPSS will provide the Howard County Health Department with aggregate data reports; (2) specify the terms under which the Howard County Health Department may use the aggregate data reports; and (3) specify the individual indicators that will be used to compile the data reports.

III. DEFINITION OF "PROGRAM EVALUATION DATA": Aggregate data compiled by the HCPSS to fulfill the purpose of this Agreement. Program evaluation data shall not include personally identifiable information protected under the federal Family Education Rights and Privacy Act (FERPA), information protected by HCPSS Policy, nor student directory information.

IV. PROGRAM EVALUATION DATA: For the purpose(s) as described in Section II, HCPSS shall provide at least bi-annually, to the best of its ability, the HCHD with the following PROGRAM EVALUATION DATA:
Output For All Categories:
- **By school, aggregated by grade:** K-2, 3-5, 6-8, 9-10, 11-12
- **With disclosure avoidance techniques applied. Specifically, all population and cell sizes that represent fewer than 10 individuals will be suppressed.**

Behavior Health
- **HCPSS DATA Elements**
  - Number of students with alcohol/drug violations
    - Broken down by categories if we track (e.g. stimulants, opioids, marijuana)
  - Number of students with alcohol/drug violations referred to treatment
    - Broken down by categories if we track
  - Number of students with tobacco violations
    - Broken down by categories if we track (e.g. e-cigarettes, chewing tobacco)

Access to Care
- **HCPSS DATA Elements**
  - Number of students that need EpiPen orders
  - Number of students receiving glasses and/or hearing aids
  - Number of students with documented follow-up care for hearing and/or vision services
  - Number of students that need asthma medicine orders
  - Number of students excluded from school due immunization gaps
  - Number of students whose parents reported a physician
  - Number of students whose parents reported having/not having insurance
  - Number of health room visits by tracked categories
  - Number of students with documented follow-up care for hearing and/or vision services

Attendance
- **HCPSS DATA Elements**
  - Absenteeism counts broken down by reason
  - Chronic Absenteeism

Mental Health
- **HCPSS DATA Elements**
  - Crisis, Threats, and Suicide reporting counts broken down by category

System-wide Student Health Evaluation Reports
- Aggregated data reports conducted by or on the behalf of the HCPSS regarding student health needs.

V. **TERMS AND CONDITIONS.** To effect the sharing of aggregated PROGRAM EVALUATION DATA, The Howard County Health Department agrees:
1. To use aggregated PROGRAM EVALUATION DATA shared under the Agreement for no purpose other than the assessing the impact and effectiveness of the program described in this Agreement. Nothing in the Agreement shall be construed to authorize The Howard County Health Department to have access to additional PROGRAM EVALUATION DATA that is not included in the scope of the Agreement or to govern access to PROGRAM EVALUATION DATA by entities other than the Parties.

2. Not to share PROGRAM EVALUATION received under the Agreement with any other entity without prior written approval from HCPSS. The Howard County Health Department understands that the Agreement does not convey ownership of PROGRAM EVALUATION DATA to The Howard County Health Department.

3. To require all employees, contractors, and agents of any kind to comply with the Agreement with respect to the PROGRAM EVALUATION DATA shared under the Agreement.

4. Any requested amendment or alteration not consistent with the scope and purpose of this Agreement requires a new Data Sharing Agreement and approval by the Board of Education of Howard County.

5. Not to copy, reproduce, or transmit PROGRAM EVALUATION DATA obtained pursuant to the Agreement except to The Howard County Health Department’s employees, contractors, or agents acting for or on behalf of HCPSS and as necessary to fulfill the purpose of the programs described herein.

6. Not to publish or present findings from the PROGRAM EVALUATION DATA in any manner, including online, without the express written consent of the HCPSS. If the HOWARD COUNTY HEALTH DEPARTMENT receives the express written consent of the HCPSS, it will:

   a. Provide HCPSS any proposed publications, reports, presentations or other documents which are to make public any findings for HCPSS’s review and approval at least thirty (30) days prior to submission of a manuscript or abstract for publication, or the date of the presentation.

   b. Provide HCPSS with an electronic copy of the final versions of all reports and other documents associated with the program. HCPSS reserves the right to distribute, publish, and otherwise use the final report and associated documents as it wishes, in sum or in part.

7. To implement administrative, physical and technical safeguards that actively and appropriately protect the confidentiality, security, and integrity of PROGRAM EVALUATION DATA obtained pursuant to the Agreement and that prevent use and disclosure of such PROGRAM EVALUATION DATA other than as permitted under the Agreement.
a. Immediately inform HCPSS when The Howard County Health Department either (1) knows, or has reason to know, of a breach of security with respect to the PROGRAM EVALUATION DATA provided under this Agreement, or (2) when The Howard County Health Department knows, or has reason to know, that any of the PROGRAM EVALUATION DATA described in section was acquired or used by an unauthorized person or used for an unauthorized purpose.

b. Notice shall be given by telephone and by email to Theodore Hartman, Coordinator of Data Privacy, theodore_hartman@hcpss.org, 410-313-6647 and to the Howard County Board of Education, boe@hcpss.org. In addition to informing HCPSS as provided herein, The Howard County Health Department shall cooperate with HCPSS and such other county, state and federal entities as necessary in the investigation and further reporting of such breach.

8. To be financially responsible for all claims, actions, suits, and proceedings from the breach of any obligations of The Howard County Health Department, its employees, contractors, or agents under this Agreement. The Howard County Health Department shall be responsible for all losses, damages, liabilities, attorney’s fees, judgments, penalties, fines, and expenses incurred by HCPSS in any such claim, action, suit, or proceedings.

9. To allow the HCPSS the access necessary to audit The Howard County Health Department use of PROGRAM EVALUATION DATA to ensure compliance with the terms of this agreement.

10. To obtain prior written consent by both parties prior to any outreach with the news media for the purposes of promoting the PROGRAM. Additionally, each party will ensure that any contact with the media reinforces that the PROGRAM is a partnership between The Howard County Health Department and HCPSS, and that both parties should be consulted for any news story. Each party will promptly alert the other party if a media inquiry may result in a story mentioning the PROGRAM.

VI. RELATED PARTIES. The Howard County Health Department represents that it is authorized to bind the terms of the Agreement, including security, confidentiality, maintenance, and publication of PROGRAM EVALUATION DATA disclosed by HCPSS to it, all related or associated institutions, individuals, employees, contractors, or other agents. The signatory below on behalf of The Howard County Health Department is authorized to bind The Howard County Health Department to the terms of the Agreement.

VII. TERM. This Agreement takes effect upon the signature by the representative of each party named below and shall remain in effect until canceled by either party upon 30 days written notice.

VIII. This Agreement expresses the entire data sharing agreement of the parties and shall not be modified or altered except in writing executed by the Board of Education of Howard
County and The Horizon Foundation authorized to bind the parties, and in a manner consistent with applicable state and federal laws.

______________________________  ______________________________
Michael J. Martirano, Ed.D.  Date
Superintendent
Howard County Public School System

______________________________  ______________________________
Cynthia Vaillancourt  Date
Chairman
Board of Education of Howard County

______________________________  ______________________________
Jacqueline Dougé, M.D.  Date
Medical Director; Bureau of Child Health
Howard County Health Department