



OFFICE OF ANALYTICS

Helping DHHS staff and stakeholders help people by providing reliable analytics and data to make a difference.

CONFIDENTIALITY AND DATA SHARING AGREEMENT FOR DATA CONTAINING INDIVIDUAL IDENTIFIERS BETWEEN

Nevada Department of Health and Human Services (DHHS), Office of Analytics (OOA)
For and on behalf of the Nevada Division of Child and Family Services (DCFS)
4126 Technology Way, Suite 200
Carson City, Nevada 89706

and

WASHOE COUNTY
For and on behalf of WASHOE COUNTY JUVENILE SERVICES (WCJS)
650 Ferrari-McLeod Blvd, Reno, NV 89512

Washoe County Juvenile Services (WCJS) agrees to provide the Division of Child and Family Services (DCFS) with data containing individual identifiers, as specified in this Agreement. In exchange, DCFS agrees to use the data only for purposes that support the purpose, referenced herein, which has been determined by WCJS to be a legitimate purpose, relating to public health research, epidemiology or legal proceedings. In order to ensure the integrity, security, and confidentiality of information maintained by WCJS, and to permit appropriate disclosure and use of such data as permitted by law, WCJS and DCFS enter into this Agreement and agree to comply with the following specific paragraphs.

1. This Agreement is by and between WCJS and DCFS, a division of the Nevada Department of Health and Human Services (hereinafter "User").
2. This Agreement addresses the conditions under which WCJS will disclose and the User will obtain, use, reuse and disclose the WCJS data files specified in Section 5 and any derivative files that contain individual identifiers or elements that can be used in concert with other information to identify individuals. This Agreement supersedes any and all agreements between the parties with respect to the use of data from the files specified in Section 5. The terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by the WCJS point-of-contact or the WCJS signature to this Agreement.
3. The parties mutually agree that WCJS retains all ownership rights to the data files referred to herein and that the User does not obtain any right, title, or interest in any of the data furnished by WCJS.

The User represents, and in furnishing the data files specified in Section 5, WCJS relies upon such representation, that such data files will be used solely for the following purpose(s).	Brief Description of Purpose and Objective(s)
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Name of Data Sharing Arrangement	
Statewide Juvenile Justice Standard Data Sharing Agreement	The User is requesting these data in accordance with NRS 62H.025, in order to conduct statewide research and analysis of Nevada’s Juvenile Justice system, for the purpose of ensuring the safety, permanent placement, rehabilitation, educational success and well-being of a child or the safety of the public, and to measure effectiveness of programs and client outcomes.

The User represents that the facts and statements made relating to the purpose of the study or project submitted to WCJS are complete and accurate.

The User agrees to not disclose, use, reuse, sell, rent, lease, loan or otherwise grant access to the data covered by this Agreement, except as specified by this Agreement or except as WCJS shall authorize in writing or as otherwise required by law. The User affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The User agrees that access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the above stated purpose.

4. The following WCJS data files are covered under this Agreement

File Description	Fields/Variables Included	Year(s)	To Be Sent:
Referral to placement (Secure detention or DCFS Commitment including probation related data)	Reporting Date Individual ID First Name Middle Name Last Name Gender Sexual Orientation Gender Identity DOB Race Ethnicity SSN Resident Address – street Resident Address – city Resident Address – county Resident Address – zip Education Status/Diploma/GED Credits earned while in facility IEP Status (Y/N) Judicial District Court Agency/County Facility Name Facility Address – county Facility Address – zip Arrest Date Arrest Time Offense Date	2019-Most Current Quarter, and ongoing	<input type="checkbox"/> Once <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Other: <u>Quarterly</u>

	<p>Offense Charge Offense Code Section NRS Offense Code Section NAC Offense Type (status offense, VOP, or Delinquency offense - M/GM/F, administrative) Primary Offense (Y/N) Booking Date Booking Time Release Date Release Time Release Destination Release Reason Referral Type Referral Date Petition Filed (Y/N) Petition Filed Date Referral Status/Disposition? Referral Status/Disposition Date Restitution Needed (Y/N) Community Service (Y/N) YLS Assessment Score YLS Assessment Date (most recent) YLS Supervision Level YLS Override (Y/N) Individual Flags:</p> <ul style="list-style-type: none"> • Gang Flag at time of Report (Y/N) <ul style="list-style-type: none"> ○ Gang Association ○ Gang Verified • Warrant Flags at time of Report (Y/N) <ul style="list-style-type: none"> ○ Active Writ ○ Pending Writ • CSEC/NRIT At Risk (Y/N) • Dual Custody (Y/N) • History of Substance Use (Y/N, no diagnosis necessary) • History of Substance Abuse (Y/N, as defined by a diagnosis) • Electronic Monitoring/House Arrest at time of Report (Y/N) • History of Homelessness (Y/N) • History of Juvenile Sex Offender (JSO) (Y/N) • Juvenile Sex Offender at time of Report (JSO) (Y/N) 		
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	<ul style="list-style-type: none"> • History of Mental Health (Y/N, as defined by a diagnosis) • History of AWOL/Missing/Absconded (Y/N) • History of Child Welfare Involvement (Y/N) • Pregnant at time of Report (Y/N) • History of Suicidal Ideation (Y/N) • Suicide Watch at time of Report (Y/N) 		
<p>Placements (all units/caseloads in state and out of state; not detention or DCFS State Facilities; includes youth camps, RTC's, PRTF's, foster home, etc.)</p>	<p>Reporting Date Individual ID First Name Middle Name Last Name Gender Sexual Orientation Gender Identity DOB Race Ethnicity SSN Resident Address – street Resident Address – city Resident Address – county Resident Address – zip Judicial District Court Agency/County Placement ID Placement/Facility Name Placement Address – street Placement Address – city Placement Address – county Placement Address – zip Funding Source (private insurance, Medicaid, Cash pay) Placement Reason 1 Placement Reason 2 Placement Reason 3 Placement Start Date/Admission Date Placement End Date/Discharge Date/Release Date Discharge Destination</p>	<p>2019-Most Current Quarter, and ongoing</p>	<p><input type="checkbox"/> Once <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Other: <u>Quarterly</u></p>

5. Parties mutually agree that the data shared and any derivative files, including those files that directly identify individuals or contain elements that can be used in concert with other information to identify

individuals, may be retained by User for five years (hereinafter “Retention Date”), or until completion of the project, whichever occurs sooner. The User agrees to notify WCJS within 30 days of the completion of the purpose specified in Section 4 if the purpose is completed before the Retention Date. Upon such notice or the Retention Date, whichever occurs sooner, the User agrees to destroy or return the data and provide written certification of destruction to WCJS within 30 days. The User agrees to not retain WCJS files or any parts thereof after the Retention Date unless WCJS grants written authorization.

6. The Agreement may be terminated by either party at any time for any reason upon 30 days written notice. Upon notice of termination by User, WCJS will cease releasing data covered by this Agreement to the User and User will destroy or return the data to WCJS.
7. The User agrees to establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access. The safeguards shall provide a level and scope of security and confidentiality that is not less than the level and scope of the security requirements established by the State of Nevada as set forth in the following policies:

S.5.06.01 Cloud Services

S.5.04.01 Border Security

The above policies are available online at:

https://it.nv.gov/Governance/Security/State_Security_Policies_Standards_Procedures/ User and storage of the data will comply with relevant federal and state law, including Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) Chapters 205, 239, 239A, 597, 603, 603A, 62H, 432B.290 and 232.357; as well as any future changes of these requirements. User will maintain the data in a secure network, with access limited to authorized staff. Data will not be stored on laptops or other removable electronic media such as jump drives. Data will only be accessed by those authorized by WCJS. Authorized staff must have unique usernames for logging into systems containing WCJS Data. Data must be encrypted whenever possible. Hard drives for computers that store or utilize the datasets will be reformatted before further use or destroyed.

8. The User agrees that any use of the WCJS data in the creation of any document (manuscript, table, chart, study, report, database, etc.) concerning the purpose specified in section 4 (regardless of whether the report or other writing expressly refers to such purpose to WCJS, to the files specified in section 4 or any data derived from such files) must adhere to DHHS’s Office of Analytics Suppression Policy. This policy stipulates that no individual cell size less than 5 with a risk for re-identification greater than 5% should be displayed, where the risk for re-identification is calculated as the individual cell size divided by the total number of events (see details at link). The User agrees not to disclose direct findings, listings or information derived from the data specified in Section 5 with or without direct identifiers, if such findings, listings or information can, by themselves or in combination with other data, be used to deduce an individual’s identity. Only aggregated information may be released. User will not report numbers or rates on any cell which could threaten confidentiality, or which do not maintain statistical reliability. By signing this Agreement, you hereby agree to abide by these rules.
9. The User agrees to grant access to the data to the authorized representatives of WCJS at the site indicated in Section 13 for the purpose of inspecting to confirm compliance with the terms of the Agreement.
10. The User understands and agrees that it may not reuse original or derivative data files without prior written approval from WCJS. The User agrees that under no circumstances shall it pass on any of the data it receives from WCJS in whole or in part to any third-party unless WCJS agrees in advance to the

involvement of any third-party and is satisfied by the security and confidentiality procedures the User and the third-party have established.

11. All records received under this agreement will be treated by User as confidential.
12. The User agrees that in the event WCJS determines or has a reasonable belief that the User has made or may have made a use, reuse or disclosure of the data shared pursuant to this Agreement that is not authorized by this Agreement or through written authorization by WCJS, WCJS may require the User to: (a) promptly investigate and report to WCJS the User’s determinations regarding any alleged or actual unauthorized use, reuse or disclosure; (b) promptly correct any problems identified by the investigations; (c) if requested, submit a formal response to an allegations of unauthorized use, reuse or disclosure; (d) if requested, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested, return data files to WCJS or destroy the data files it received under this Agreement.

The User agrees to immediately report any use or disclosure of the data not provided for in this Agreement of which the User becomes aware. The User further agrees to immediately report any breach of the data files shared under this agreement. The User further agrees to take reasonable steps to limit any further use or disclosure, in the event of an unauthorized use, reuse or disclosure or a breach. While WCJS retains all ownership rights to the data while entrusted to the User, the User shall bear the cost and liability for any breaches of personally identifiable information from the data files while they are entrusted to the User. Furthermore, if WCJS determines that the risk of harm requires notification of affected individual persons of the security breach or other remedies, the User agrees to carry out these remedies without cost to WCJS.

13. The parties mutually agree that the following named individual is designated as Custodian of the file(s) on behalf of the User and will be the person responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify WCJS within fifteen (15) days of any change custodianship. The parties mutually agree that the Custodian will be the designated point-of-contact for the Agreement on behalf of User.

Name of Custodian		
Devin Gamboa		
Company/Organization		
DHHS Office of Analytics		
Street Address		
5126 Technology Way, Suite 200		
City	State	ZIP Code
Carson City	Nevada	89706
Office Telephone	E-mail Address	
775-684-2215	d.gamboa@dhhs.nv.gov	

14. The parties mutually agree that the following individual will be designated as the point-of-contact for the Agreement on behalf of WCJS.

Name of Custodian	
Elizabeth Florez	
Company/Organization	

Washoe County Juvenile Services		
Street Address		
650 Ferrari-McLeod Blvd		
City	State	ZIP Code
Reno	Nevada	89512
Office Telephone	E-mail Address (if applicable)	
775-325-7873	eflorez@washoecounty.gov	

15. The parties hereby attest that the undersigned individuals are authorized to enter into this Agreement and agrees to all the terms specified herein.

WASHOE COUNTY FOR AND ON BEHALF OF WASHOE COUNTY JUVENILE SERVICES –

_____	_____	<u>Chairperson Alexis Hill</u>
User Signature	Date	Title

DIVISION OF CHILD AND FAMILY SERVICES – ADMINISTRATION

_____	_____	<u>Deputy Administrator, Juvenile Justice Services</u>
Sharon Anderson	Date	Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES – OFFICE OF ANALYTICS

_____	_____	<u>Bureau Chief, Office of Analytics</u>
Alexia Benshoof	Date	Title