

DATA SHARING AND USER AGREEMENT NO. 51074X07054

BETWEEN

San Bernardino, County of

AND

MATHEMATICA INC.

1. INTRODUCTION

- 1.1 This Data Sharing and User Agreement ("Agreement") is entered into by and between Mathematica Inc. and its subcontractor(s) and/or consultants ("Mathematica") and San Bernardino, County of ("Grantee"), each a "Party" and collectively, "Parties", on the date of execution by the last signing Party below ("Effective Date").
- 1.2 Grantee is one (1) of one hundred and thirteen (113) recipients of Healthy Marriage and Responsible Fatherhood (HMRF) grants awarded in 2020 by the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS). The HMRF grants support program activities aimed at promoting and sustaining healthy relationships and marriages, fostering economic stability and job and career advancement, and promoting responsible parenting for individuals and couples ("Program Clients"). Organizations received "READY4Life", "FRAMEWorks," or "Fatherhood FIRE" grants in response to HMRF funding opportunity announcements (FOAs). As a condition of receiving an HMRF grant, Grantee is required to collect, store, and report data on standardized performance measures ("Performance Data") in a management information system (MIS) called Information, Family Outcomes, Reporting, and Management 2.0 ("nFORM 2.0 2.0").
- 1.3 Mathematica is a contractor to ACF under contract number HHSP233201500035I executed September 28, 2020; this is the Building Usage, Improvement, and Learning with Data in HMRF programs (BUILD HMRF) project (the "Project"). As part of the Project, ACF has tasked Mathematica with managing the nFORM 2.0 system and providing training and technical assistance to grantees as they use nFORM 2.0 for collecting, storing, and reporting Performance Data. Under the Project, ACF has also tasked Mathematica with storing and analyzing grantees' Performance Data to support program improvement and cross-site research. ACF may also task Mathematica with analyzing additional grantee data stored outside of nFORM 2.0 ("Supplemental Project Data").
- 1.4 The purpose of this Agreement is to describe the collaborative partnership between Grantee and Mathematica and their respective roles and responsibilities with regard to nFORM 2.0, Performance Data, and Supplemental Project Data, particularly the uses of Performance Data and Supplemental Project Data described herein.

2. OVERVIEW OF DATA ROLES AND RESPONSIBILITIES

2.1 Mathematica

- 2.1.1 Mathematica will have continuous access to Grantee's Performance Data via nFORM 2.0 in order to complete the Project as tasked by ACF, and in adherence to the data security and confidentiality provisions in sections 4 and 5 of this Agreement.

2.1.2 Mathematica will analyze the Performance Data that HMRF grantees will provide via nFORM 2.0. These data include HMRF program operations data and, for HMRF program clients, their applicant characteristics, enrollment and participation in HMRF program services, and outcomes before and after services. More specifically, the Performance Data about HMRF program clients includes:

- (a) Client personally identifiable information (PII): first, middle, and last name; date of birth; full address (street, city, state, zip); cell, landline, and work phone numbers; email address; Facebook, Twitter, and other social media contacts;
- (b) Similar PII information for additional client contact(s).
- (c) Client intake date, program (HM or RF), population (HM adult couples, individuals, and youth, and RF reentering fathers, fathers in the community, and couples), an indicator of whether the client was screened for intimate partner violence, case manager(s) assigned to each client, each client's activity in Grantee's HMRF program, the sessions and workshops clients attend, and data about client outcomes from the Grantee's HMRF program. The same data are collected for both members of a couple who enroll in a program to receive couple services.
- (d) A unique identification number will be automatically generated in nFORM 2.0 for each client and will be used to identify all Performance Data and Supplemental Project Data on a particular client. No Social Security numbers will be included in the Performance Data.

2.1.3 Mathematica will store all Grantee Performance Data in an nFORM 2.0 data warehouse to facilitate program improvement and research purposes approved by ACF.

2.1.4 At ACF's direction, Mathematica may also prepare restricted use files (RUF) of Performance Data to support future research on HMRF grant services and outcomes. To create the RUFs, the Performance Data will first be stripped of identifiers that can be used to identify individual HMRF program clients. At ACF's direction, the RUF may be stored at a data archive approved by ACF, such as the Inter-University Consortium for Political and Social Research at the University of Michigan.

2.2 Grantee

2.2.1 nFORM 2.0 is designed to manage all Performance Data required for Grantee's grant. ACF provides nFORM 2.0 free of charge to Grantee. In accordance with its grant award, Grantee is expected to use grant funds to cover the full cost of collecting and reporting Performance Data using nFORM 2.0, including:

- Equipment, hardware, and maintenance for audio-computer assisted self-interview (ACASI) on-line Applicant Characteristics, Entrance, and Exit surveys, including headphones and desktop/laptop computer or tablet purchase. Grantee must have budgeted for sufficient computers (laptops, desktop, tablets) that meet the minimum system requirements outlined in the nFORM 2.0 user manual and other nFORM 2.0 instruction and inFORM 2.0ation;
- Staff training;

- Ongoing data collection, data entry, and data quality reviews by staff;
- Staff monitoring and reporting of performance data, including costs for staff to analyze data, create and review reports, and plan and monitor adjustments. (nFORM 2.0 will include a query tool and other reporting features to facilitate Grantee's monitoring of Performance Data.); and
- For Grantees providing data outside of nFORM 2.0, creation and submission of secure data extracts to Mathematica.

2.2.2 To collect Performance Data, Grantee will be required to ask HMRF program clients to complete the Applicant Characteristics, Entrance, and Exit surveys via ACASI web surveys, which are enabled online surveys on a computer or a specified tablet that will link to the nFORM 2.0 system. At enrollment, and before each survey, Grantee staff will be required to offer a standardized privacy statement to each HMRF program client advising them of their data privacy rights. A paper and pencil version of Applicant Characteristics, Entrance, and Exit surveys will be available in those rare instances in which technology is unavailable—for example in some correctional facilities or due to power outages or an absence of sufficient connectivity.

2.2.3 As required by ACF, Grantee will complete quarterly program operations surveys and will report aggregated Performance Data in Quarterly Performance Reports (QPRs) and semi-annual Performance Progress Reports (PPRs). Each grant year, Grantee will submit a QPR after month 3 (due January 30) and month 9 (due July 30), and a PPR after month 6 (due April 30) and month 12 (due October 30). nFORM 2.0 will generate these reports using data input by the Grantee and surveys completed by clients. The Grantee then will submit the QPRs and PPRs via a process determined by ACF. The complete set of performance measures may be found at <https://www.hmrfgrantresources.info/>. After Office of Management and Budget approval, the complete set of performance measures will be available on nFORM 2.0's Help page.

2.2.4 Grantee may be asked to provide Mathematica with additional data that Grantee has collected outside of nFORM 2.0 (Supplemental Project Data). At ACF's request, Supplemental Project Data may be used under the Project to support cross-site analyses, special topic reports, and technical assistance to Grantees on continuous quality improvement (CQI) processes.

(a) Supplemental Project Data may include but not be limited to:

- Additional HMRF program operations data.
- Additional client characteristics, service, performance, and outcomes data.
- Data collected from Grantee documents, and via site visits and telephone interviews, such as organizational structure, mission, characteristics, resources, and supports; target population; marketing, recruitment, and engagement strategies; quality of program content; staff recruitment and retention; intended outcomes; implementation plans and experiences, including adherence to implementation

plans, drivers and successes, self-monitoring and management, challenges and mitigation strategies.

- (b) The specific Supplemental Project Data variables to be provided by Grantee to Mathematica may be specified, communicated and revised by the Parties at any time without the requirement of formal amendment of this Agreement.

2.2.5 This Agreement does not authorize the transfer of or govern any requests for Performance Data, Supplemental Project Data, or other types of data made to Grantee by any person or organization that is not a Party to this Agreement ("Non-Parties"). Grantees participating in local and federal evaluations who receive Non-Party data requests for federal or local evaluations (including Grantees participating in the Strengthening the Implementation of Responsible Fatherhood Programs and Strengthening the Implementation of Marriage and Relationship Programs (SIRF and SIMR) efforts sponsored by ACF) should consult with their evaluation partners regarding the requirements for and development of separate data sharing agreements with Non-Party data requesters.

3. DATA SECURITY AND CONFIDENTIALITY

3.1 The Parties shall maintain all Performance Data and Supplemental Project Data in strict confidence.

3.2 Mathematica will deploy the nFORM 2.0 system to the Amazon Web Services (AWS) cloud which is FedRAMP-certified to ensure effective, repeatable cloud security. Safeguards that will be used to protect sensitive data stored within the nFORM 2.0 system are consistent with the Privacy Act, the Health Insurance Portability and Accountability Act, the Federal Information Security Management Act (FISMA), and National Institute of Standards and Technology security and privacy standards. Identifiable data will be encrypted at all times (in transit and at rest) using cryptographic modules that are compliant with Federal Information Processing Standard 140-2, and will be securely deleted from the system when no longer needed for the Project.

3.3 Access to the nFORM 2.0 system will be controlled via multifactor authentication mechanisms and will be limited for Grantee, Mathematica, and ACF staff.

3.3.1 **Grantee Staff:** Grantee is permitted to provide individual grantee staff with nFORM 2.0 user accounts up to the number of accounts agreed upon with ACF, and following security requirements and guidelines for nFORM 2.0 users as specified by ACF. Based on FISMA requirements, only one staff person can be assigned to an individual user account. Sharing of nFORM 2.0 user accounts is not permitted.

3.3.2 **Mathematica Staff:** Access to Grantee's Performance Data will be limited to authorized Mathematica Project staff on a need-to-know and least privilege basis.

3.3.3 **ACF Staff:** ACF staff will have limited access to nFORM 2.0.

4. IRB APPROVAL

4.1 Mathematica will obtain approval of the Project's research protocol as well as a Waiver of Informed Consent from an authorized Institutional Review Board (IRB). This waiver will permit Mathematica to access Grantee's Performance Data in nFORM 2.0 without consent from Grantee's clients. A copy of the IRB approval letter will be provided to Grantee upon request.

- 4.2 Grantee is responsible for determining whether IRB approval is necessary for its HMRF program and local evaluation (if applicable), and, if so, for pursuing such approval. Grantee is further responsible for ensuring that its clients provide any required consents to participate in Grantee's HMRF program and for Grantee to collect information from clients. Grantee must review its governing body's rules to determine whether Grantee is required to obtain IRB approval to enroll clients in the HMRF program and to collect Performance Data.

5. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue through completion of the BUILD HMRF Project which is anticipated to occur on or around September 30, 2025.

6. CONTACT PERSONS/AUTHORIZED OFFICIALS

Each Party hereby designates the below listed individuals within its organization as its point(s) of contact responsible for managing performance of the Party's necessary functions and responsibilities under this Agreement.

6.1 For Mathematica:

<u>For BUILD HMRF/nFORM 2.0 Issues:</u> Mathew Stange, Deputy Project Director Mathematica Inc. 220 East Huron Street, Suite 300 Ann Arbor, MI 48104-1912 Phone: (734) 205-3093 Email: MStange@mathematica-mpr.com	<u>For Agreement Issues:</u> Simon Choi, Contract Manager Mathematica Inc. 1100 1st Street, NE, 12th Floor Washington DC, 20002-4221 Email: schoi@mathematica-mpr.com Phone: (202) 484-5272
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6.2 For Grantee:

<u>For BUILD HMRF/nFORM 2.0 Issues:</u> San Bernardino County Preschool Services Dept _____ [Grantee Name] _____ Arlene Molina _____ Deputy Director Operations Phone: _____ 909-383-2050 Email: Arlene.Molina@psd.sbcounty.gov	<u>For Agreement Issues:</u> San Bernardino County Preschool Services Dept _____ [Grantee Name] _____ Jacquelyn Greene _____ Director Phone: _____ 909-383-2005 Email: jgreen@psd.sbcounty.gov
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7. MISCELLANEOUS

- 7.1 **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which shall constitute an original, and all of which collectively shall constitute one agreement. This Agreement

may be executed by facsimile or scanned image (PDF). Said facsimile or scanned image shall be deemed an original and fully enforceable and admissible in any legal proceeding.

7.2 Modification. This Agreement may be modified at any time by mutual agreement of the Parties. Except as otherwise provided for herein, all modifications shall be in writing and signed by both Parties.

7.3 Entire Agreement. This Agreement, including any exhibits incorporated herein by reference, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives below:

MATHEMATICA INC. By (Signature): _____ Lisa Sheldone Director, Contract Administration Date: _____	[GRANTEE NAME] By (Signature): _____ Jacquelyn Greene [Print Name] Director [Print Title] Date: _____
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SAN BERNARDINO COUNTY

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy