

Data Use Agreement
Data Sharing between Resource and Referral partner agencies,
California Child Care Resource & Referral Network,
AJW Inc

The California Health and Safety Code¹ allows for sharing of data on “all licensed child day care facilities” including small family day care homes for the purposes of “administering the licensing program” and “facilitating the placement of children in these facilities.” To protect the privacy and confidentiality of provider agencies and their clients we are establishing this Agreement for those California agencies not using the My Child Care Plan data application (non MCCP_DB users) in order to share some data as defined below for the purposes of facilitating the placement of children in childcare facilities across the state of California during the COVID-19 crisis.

The prime purpose of this Data Use Agreement is for a temporary sharing of data as defined below and only during this COVID-19 crisis period. The crisis period will be deemed over once the Governor’s office and state agencies provide public notification that California can return to normal functioning.

State and Federal Codes

All parties agree to comply with all applicable Federal and State laws and regulations and with all applicable policies and procedures as set by the State of California, including, but not limited to, the confidentiality and service provisions of the following orders and guidelines:

- Executive Order N-45-20
- CDE Management Bulletin 20-06
- DSS PIN 20-04-CCP
- Health and Safety Code - HSC § 1596.86

This Agreement is designed to complement the existing codes and guidelines already in use between R&R agencies and the California Child Care Resource & Referral Network, the CA Department of Social Services, and CA Department of Education. This Agreement is not to constrain or alter any previously shared information between agencies and CA state departments based on existing state and federal law.

Parties

This Agreement is entered into by and between the participating agencies as follows: the signed Resource and Referral Agency, the California Child Care Resource & Referral Network, and AJW Inc. An agency may be added to this Agreement, at the discretion of the existing signers of this Agreement, by written amendment and signature by participating members and members being added. The parties to this Agreement shall be hereinafter referred to individually as “signatory agency” or “party” or together as “signatory agencies” or “parties.” AJW Inc may also be referred to as “recipient.” This agreement in its entirety is referred to as the “Agreement.”

The parties agree that confidential information received in accordance with this Agreement will only be shared with signatory agencies’ staff, whether employees or agents, where such person’s

¹ Health and Safety Code - HSC § 1596.86

specific job responsibilities cannot be accomplished without access to such confidential information. All employees and agents of the signatory agencies are required to execute a confidentiality and security agreement that conforms with all applicable federal and state confidentiality standards.

Data Uses

The purpose of data sharing under this agreement is to create one data repository that can drive a statewide searchable data repository for essential workers to utilize for finding childcare anywhere in California. Though this is primarily in line with the recent CA Governor's Executive Order this system will also be accessible by the broad public as well. The use of data coming from non MCCP_DB users will only comply with the following guidelines.

- Data coming from non MCCP_DB users will only be used for the purposes of supporting a statewide searchable data set to be made available via digital interface to the California public and to resource and referral agency staff.
- Data fields covered by existing guidelines and laws may be shared with key state agencies in order to facilitate CA citizens and specifically essential workers find child care during this crisis period.
- The data can also be used by the non MCCP_DB user agency to facilitate keeping their own data current and to support referral activities.

Transmittal of Data

The parties agree that any transmittal of data by any means, electronically or otherwise, and all storage of data shall conform strictly with Federal and State laws and policies, including California cyber security guidelines, regarding confidentiality and security. The data fields to be shared will include the list attached in Appendix A.

Data from non MCCP_DB users will be downloaded from the signatory partner or their preferred vendor to be uploaded into the statewide MCCP_DB repository. AJWI will be facilitating this process. Data that may be transferred to the non MCCP_DB user agency may be done by email or by ftp data downloads as requested by the user agency. AJWI has no rights of ownership or use to the data being transferred other than for the purposes intended under this Agreement.

Upon Termination

Any party to this Agreement may terminate the Agreement in writing without cause at any time upon fifteen (15) days notice to all parties.

Upon termination of this Agreement AJWI shall return or destroy, unless otherwise directed by the non MCCP_DB user, all data received from non MCCP_DB users. If destroyed, AJWI will notify all other parties to this Agreement with 48 hours.

Confidentiality Policy

For purposes of this policy, the following definitions of confidentiality will apply:

1. Confidential information: Confidential information is data regarding a childcare provider or a client individual/family that is designated confidential by the parties to this Agreement and are not publicly available prior to this Agreement. This information is shared between parties to this Agreement in order to facilitate providing childcare to CA residents.

2. Confidential Records: Confidential records are handwritten, typed, electronic, or printed documents regarding a childcare provider, family or an individual family member, which is maintained by one of the signatory agencies.

The parties agree to be bound and abide by the confidentiality requirements of all Federal and State laws and regulations which collectively provide that all information and writings pertaining to the providers or clients of the signatory agencies be kept confidential and that all discussions by parties to this Agreement relative to the disclosure or exchange of any such information or writing are confidential and notwithstanding any other provision of law, testimony concerning any such discussion relative to such disclosures or exchanges of information or writing is not admissible in any criminal, civil, or juvenile court proceeding.

As needed to execute the sharing of information between members of the signatory agencies, the parties agree to develop internal policies and cooperative procedures to implement this agreement to the maximum extent possible.

Term

The Term of this Agreement shall begin on the first date following execution by all parties and continue till the CA Governor's office notifies the public that the COVID-19 Crisis is over.

Other Interagency Agreements

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement. Such agreements shall not nullify the force and effect of this agreement. This agreement does not remove any other obligations imposed by the law to share information with other agencies.

Compliance with State or Federal Requirements

Each party to this Agreement will continue to be individually responsible to assure compliance with all State or Federal statutory or regulatory requirements as established, specific to programs or services administered, managed or provided by each party.

Liability

All parties shall indemnify, hold harmless and defend each Party to this Agreement and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by any party, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of the Party against whom indemnification is sought or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by any Party to this Agreement of governmental immunities. This provision shall not require any party to this Agreement to indemnify, hold harmless, or defend any other party to this Agreement for the negligent or intentional acts or omissions of the other party. Each party is solely obligated to indemnify, hold harmless, and defend other parties to this Agreement for its own negligence and intentional acts.

This section shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,

[Partner Agency Name]

California Child Care Resource & Referral Network

APPROVED

APPROVED

By: _____

By: _____

Print name: _____

Print name: Linda Asato

Title: _____

Title: Executive Director

Date: _____

Date: _____

AJW Inc

APPROVED

By: _____

Print name: Andrew Wong

Title: President, AJW Inc.

Date: _____

Appendix A

Form Name	Question Text	Allowed Values
Contact Information	Provider ID	Integer
	Type of Care	Center Family Child Care
	Provider First Name	Short text
	Provider Middle Name	Short text
	Provider Last Name	Short text
	Business/Facility Name	Short text
	Business/Survey Phone	Phone
	Business/Survey Extension	Integer
	Referral/Facility Phone	Phone
	Referral/Facility Extension	Integer
	Cell Phone	Phone
	Public Email	Email
	R&R Communication Email	Email
	Website	Short text
	Street Address Line 1	Short text
	City	Short text
	ZIP Code	Integer (max 5 digits)
	Cross Streets	Short text
Licensing	License Number	Short text
	Infant License Number	Short text
	School Age License Number	Short text
	Regulation	CCL Licensed Exempt
	Ages Served	Infants (0 to 23 months) Preschool (2 to 5 years) School Age (6 years and older)
	Youngest Age Served Years	Integer
	Youngest Age Served Months	Integer
	Oldest Age Served Years	Integer
	Oldest Age Served Months	Integer
	Family Child Care Home Capacity	Integer
	Family Child Care Home Desired Capacity	Integer
	Licensed Infant Capacity	Integer
	Licensed Preschool Capacity	Integer
	Licensed School Age Capacity	Integer
	License-Exempt Enrollment	Integer
	Family Child Care Home Vacancies	Integer
	Infant Vacancies	Short text
	Preschool Vacancies	Short text

Form Name	Question Text	Allowed Values
	School Age Vacancies	Short text
	Vacancies Last Updated	Date
	Referral Status	Give Referrals No Referrals No Web Referrals
	If No Referrals, why not?	Short text
Schedules of Care	Full-time	Yes No
	Part-time	Yes No
	Drop-in	Yes No
	Evening	Yes No
	Overnight	Yes No
	Before School	Yes No
	After School	Yes No
	Rotating schedule	Yes No
	Weekends	Yes No
	Year Schedule	Full year School year only Summer only
Hours/Days of Operation	Monday	Yes No
	Monday Start Time 1	Time
	Monday End Time 1	Time
	Monday Start Time 2	Time
	Monday End Time 2	Time
	Tuesday	Yes No
	Tuesday Start Time 1	Time
	Tuesday End Time 1	Time
	Tuesday Start Time 2	Time
	Tuesday End Time 2	Time
	Wednesday	Yes No

Form Name	Question Text	Allowed Values
	Wednesday Start Time 1	Time
	Wednesday End Time 1	Time
	Wednesday Start Time 2	Time
	Wednesday End Time 2	Time
	Thursday	Yes No
	Thursday Start Time 1	Time
	Thursday End Time 1	Time
	Thursday Start Time 2	Time
	Thursday End Time 2	Time
	Friday	Yes No
	Friday Start Time 1	Time
	Friday End Time 1	Time
	Friday Start Time 2	Time
	Friday End Time 2	Time
	Saturday	Yes No
	Saturday Start Time 1	Time
	Saturday End Time 1	Time
	Saturday Start Time 2	Time
	Saturday End Time 2	Time
	Sunday	Yes No
	Sunday Start Time 1	Time
	Sunday End Time 1	Time
	Sunday Start Time 2	Time
	Sunday End Time 2	Time
Transportation and Meals	Transportation Provided	Car Walking Bus
	Schools	[configurable by agency]
	School District	[configurable by agency]
	Child Care Food Program (CCFP)	Yes No
Payment Info and Subsidies	Accepts Subsidized Payment	Yes No
	Head Start	Yes No
	CDE: State Preschool	Yes No
	CDE: All but State Preschool	Yes No
	Other Public Contract	Yes No

Form Name	Question Text	Allowed Values
Qualifications	Special Needs Experience	Yes No
	Type of Experience	Behavioral/Emotional/Psychological Special Health/Medical Needs Communication/Language Physical Disability Visual/Hearing Developmental Delays Developmental Disability (Except Autism) Autism Spectrum Disorder Learning Disability Requires Special Equipment, Diet or Medication Other Illness or Disorder
	QI Programs	CCIP QRIS EHS Grant Participant QIS Trauma Informed Care FCCHEN
	QRIS Rating	Integer
	Accreditation	National Association for the Education of Young Children National Association of Family Child Care Association of Christian Schools International American Montessori Society Association Montessori Internationale Association of Waldorf Schools North America Other

Form Name	Question Text	Allowed Values
Program	Language of Care	Amharic Arabic Armenian Chinese English Farsi French Hindi Korean Russian Sign Language Spanish Tagalog Tigrigna German Portuguese Vietnamese Other
	If Other, please specify	Short text
	Environment	Has pets No pets Green Pool/Jacuzzi Outdoor play Enclosed play area Air conditioning Wheelchair accessible Other

Form Name	Question Text	Allowed Values
	Programs	Child Development Montessori Waldorf Religious Academic Pre-Kindergarten/Preschool Kindergarten Child Directed High Scope Play-based Developmentally Appropriate Practices Resources for Infant Educators (RIE) Homework/Study time FCC-based preschool Art-based Parent Involvement Special Needs Co-op Potty training Project-based Reggio Emilia Sick care Bilingual Playgroup Other
	Language Immersion	Spanish Swedish Norwegian Chinese French Italian Japanese Russian
	Potty Training Required	Yes No
	Diapers Provided	Yes No