



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

SACHI A. HAMAI
Chief Executive Officer

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MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 22, 2015

To: Supervisor Michael D. Antonovich, Mayor
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Don Knabe

From: Sachi A. Hamai 
Chief Executive Officer

NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO ENTER INTO A DATA USAGE AGREEMENT AND SUBSEQUENT FUNDING AGREEMENT WITH THE UNIVERSITY OF PENNSYLVANIA FOR A HOMELESS SERVICES STUDY TO EVALUATE THE COST OFFSETS ASSOCIATED WITH SUPPORTIVE HOUSING

The Chief Executive Office (CEO) is providing notice of its intent to utilize the delegated authority granted by the Board on March 20, 2012, which allows the CEO to negotiate and enter into various research agreements and to accept funds up to a total of \$200,000 for services of the CEO's Research and Evaluation Services (RES) unit and use of de-identified data from the County's Enterprise Linkages Project (ELP) data warehouse.

Under this authority, our Office entered into a Data Use Agreement (DUA) with the University of Pennsylvania (UPENN) in July 2015 (Attachment 1). A funding agreement entered into prior to execution of the DUA has expired due to delays UPENN experienced in obtaining necessary signatures. Together with the DUA, the terms established in the new funding agreement submitted here (Attachment 2) provide the framework for RES to conduct a series of data matches for the study titled "Return on Investment?: The Cost Offsets Associated with Supported Housing in Los Angeles." This project will evaluate the extent to which supportive housing placements are associated with cost offsets in other services paid for by Los Angeles County. These cost offsets could be used to estimate the potential returns on investment in future housing placements.

UPENN.GETTY.RES

"To Enrich Lives Through Effective And Caring Service"

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Each Supervisor
October 23, 2015
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De-identified data from the County's ELP data warehouse will be used, upon consent of participating departments and their respective County Counsels, along with housing agency and homeless service data provided by UPENN for this project. UPENN will pay a sum of \$20,000 to the County from a grant awarded by the Aileen Getty Foundation to conduct the data matches. The Statement of Work describing the tasks to be performed by RES under this agreement, and which will be included with the financial agreement between UPENN and the CEO, is provided with the attached supporting materials (Attachment 2). The due dates for the deliverables will be determined upon the Board's approval of the DUA.

To date, RES has accepted \$75,000 of the \$200,000 authorized by the Board for various research agreements, leaving a balance of \$125,000. With acceptance of the \$20,000 to be paid to the County for this match, our office will have a balance of \$105,000 remaining on this delegated authority.

As with our prior agreements with UPENN, the Agreement for this project will be governed by the Commonwealth of Pennsylvania and will not contain several Board-required terms for this reason. A list of the omitted requirements, as well as of the terms and conditions stipulated in UPENN's agreement, can be made available upon request.

If we do not receive any objections to this study by November 9, 2015, we will move forward with the DUA and funding agreement, obtaining County Counsel's approval as to form, and executing the agreements.

If you have any questions, please contact Jim Jones at (323) 267-2101, or via email at jjones@ceo.lacounty.gov.

SAH:JJ
CT:MS:km

Attachments

c: Executive Office, Board of Supervisors
County Counsel

UPENN.GETTY.RES 102315

[File Name]

AGREEMENT FOR DATA EXCHANGE BETWEEN LOS ANGELES COUNTY AND THE UNIVERSITY OF PENNSYLVANIA

Purpose:

This Agreement establishes the terms and conditions under which Los Angeles County will provide data, and University of Pennsylvania (UPENN) will use the encrypted (de-identified) data for the project entitled "Return on Investment?: The Cost Offsets Associated with Supported Housing in Los Angeles" to inform the extent to which housing placement is associated with cost offsets in other services paid for by Los Angeles County. Cost offsets could be used to estimate the potential returns on investment of future housing placements by private or public funders.

Any other uses will be subject to prior approval by both the County and UPENN.

TERMS OF THE AGREEMENT:

1. This Agreement is by and between the County by and through UPENN and the County.
2. This data transfer agreement covers the transfer, exchange and use of data by the County and UPENN, for the project specified in this Agreement.
3. The terms of this Agreement can be changed only by a written, signed amendment of the Agreement by the parties' signatories (or their designated representatives) to this Agreement or by the parties adopting a new agreement in place of this Agreement.
4. The County retains all ownership rights to the data file(s) provided to UPENN under this Agreement. UPENN will electronically transfer a SAS-encrypted file of approximately 103,000 Los Angeles Homeless Services Authority (LAHSA) clients who were placed in permanent supportive housing between 2006 and 2012. (Exhibit A, Study Data List, identifies the data contained in the study dataset). The County will match the UPENN file to records in the Enterprise Linkages Project (ELP) data warehouse of services and benefits provided through the departments of Health Services (DHS), Mental Health (DMH), Public Health (DPH), Public Social Services (DPSS), and the Sheriff. Exhibit B, the County Project Data List, identifies the data elements to be sent to As stipulated under the terms of the master MOU for ELP, the County will obtain data sharing authorizations from each of these agencies and their County Counsels in advance of commencing the matches. UPENN will use the same encryption logic used by the County, which enable the encryption codes in the UPENN file to link to the encryption codes in the UPENN file. Upon completion of the matches, the County will electronically transfer the encrypted/de-identified match results to UPENN in a protected file. The County file will not contain any identifiable data. Exhibit B, the County Project Data List, identifies

the data elements to be sent to UPENN.

5. UPENN will be designated as custodians of the de-identified (encrypted) County dataset. Each entity will be responsible for complying with all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use and disclosure of the owner's data provided under this agreement. The parties agree to notify each other within fifteen (15) calendar days of any change of custodianship. Any such change must be approved by the owner of the data.

Technical Representative for the County

Max Stevens, Research and Evaluation Services Unit, Chief Executive Office, Los Angeles County, e-mail: mstevens@ceo.lacounty.gov

Custodian for UPENN

Dennis Culhane, PhD, The Dana & Andrew Stone Professor of Social Welfare, The School of Social Policy & Practice, University of Pennsylvania, 215-573-5827.

6. The following named individuals are designated as their agencies' Points of Contact for performance of the terms of the Agreement.

Point-of-contact on behalf of the County

Max Stevens, Research and Evaluation Services Unit, Chief Executive Office, Los Angeles County, e-mail: mstevens@ceo.lacounty.gov

Point-of-contact on behalf of UPENN

Dennis Culhane, PhD, The Dana & Andrew Stone Professor of Social Welfare, The School of Social Policy & Practice, University of Pennsylvania, 215-573-5827.

7. Except as the parties shall authorize in writing, the parties shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to data covered by this Agreement to any other agency or individual.

The parties agree that, access to the data covered by this Agreement shall be limited to the minimum number of individuals who need the access to perform the tasks covered by this Agreement.

8. The parties agree that any derivative data or file(s) created from the original data may be retained by the User until the project specified in this Agreement has been completed. The use of the data will be for the time period covered by

the project entitled "Return on Investment?: The Cost Offsets Associated with Supported Housing in Los Angeles" (April 1, 2013-December 31, 2015). At the end of this period, UPENN is authorized to keep the data on its system in a secure encrypted partition in accordance with FIPS 140-2 validation.

9. The Agreement may be terminated by either party at any time for any reason upon thirty (30) calendar days written notice. Upon such notice, the parties will notify each other to destroy or return such data at the user's expense using the same procedures stated in Paragraph 8.
10.
 - a. The parties will provide appropriate administrative, technical, and physical safeguards to ensure the confidentiality and security of the data each receives and to prevent unauthorized use or access to it.
 - b. The parties agree that data must not be physically moved or transmitted in any way from the site indicated in Paragraph 5 without first being encrypted and obtaining prior written approval from the data owner.
 - c. If UPENN becomes aware of the theft, loss, or compromise of any device used to transport, access, or store information, or of the theft, loss, or compromise of any data outlined in this Agreement, they must immediately report the incident to his or her supervisor. That supervisor must within one Business hour inform:

For theft, loss or compromise of the County data:

Max Stevens, Research and Evaluation Services Unit, Chief Executive Office, Los Angeles County, e-mail: mstevens@ceo.lacounty.gov

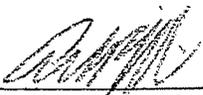
The appropriate Information Security Officer will promptly determine whether the incident warrants escalation and comply with the escalation requirements for responding to security incidents.

11. Authorized representatives for each party, as agreed upon by the parties, will be granted access to premises where their data are kept by the user for the purpose of confirming that the user is in compliance with the security requirements defined in Paragraph 10.
12. No findings, listing, information, or any reports derived from the data may be released if such findings, listing, information or reports contain any combination of data elements that might lead to the identification of an individual, unless authorized by law. Examples of such data elements include, but are not limited to: name, date of birth, social security number, address or other geographic indicator, age, sex, diagnosis, procedure, admission/discharge date(s), medical record numbers, or date of death. The data owner shall be the sole judge as to whether any finding, listing, information, or report or any combination of data

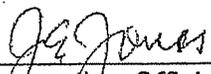
extracted or derived from its files provided under this Agreement identifies or would, with reasonable effort, permit one to identify an individual or to deduce the identity of an individual. The data owner's review of the findings is for the sole purpose of assuring that data confidentiality is maintained and that individuals cannot be identified from the findings. The data owner agrees to make this determination about approval and to notify the data user within two (2) weeks after receipt of findings. The data owner may withhold approval for publication only if it determines that the format in which data are presented may result in identification of an individual.

13. The parties may not reuse each other's original or work file(s) for any other purpose.
14. In the event that a party determines or has a reasonable cause to believe that the other party disclosed or may have used or disclosed any part of the data or information as described in Paragraph 12, the offending party may be required, at the other party's discretion, to: (a) promptly investigate and report to the data owner the data user's determinations regarding any alleged or actual unauthorized use or disclosure; (b) promptly resolve any problems identified by the investigation; (c) if requested by the data owner, submit a formal response to an allegation of unauthorized disclosure; and/or (d) if requested, return the data owner's data files to the data owner. If the data owner reasonably determines or believes that unauthorized disclosures of owner's data in the possession of data user have taken place, the data owner may refuse to release further data to the data user for a period of time to be determined by the data owner, or may terminate this Agreement pursuant to Paragraph 9.
15. The parties shall maintain the confidentiality of all its records, including but not limited to ~~billing, the County records, case records and patient records,~~ in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. Parties shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. The parties hereby acknowledge that criminal and/or civil penalties may apply for violating any applicable laws, regulations, ordinances and directives for improper disclosures of information or data.

IN WITNESS WHEREOF, Los Angeles County has executed this Agreement, or caused it to be duly executed, and University of Pennsylvania, by authority delegated to its Office of Research Services, has caused this Agreement to be executed on its behalf on ___ day of ___, 2015.



Responsible Official Date
University of Pennsylvania
Adam P. Rifkind
Associate Director, Pre-award
Office of Research Services
Concur/Non-Concur



Responsible Official Date
Los Angeles County



APPROVED AS TO FORM
Name: Thomas P. Fagan
Title Dep. County Counsel

Agency ISO Name Date
Organization

By _____
Name Date
Title

Study Data List

The de-identified (encrypted) dataset brought into the County will contain the following data elements from 2006-2012 from Los Angeles County Housing Agencies and the Los Angeles Homeless Services Authority.

DATA SOURCE	DATA ELEMENTS
Housing Agencies	Encrypted Name
	Encrypted Date of Birth
	Encrypted SSN
	Entry Date
	Exit Date
	Project ID
	Sex
DATA SOURCE	DATA ELEMENTS
LAHSA	Encrypted Name
	Encrypted Date of Birth
	Encrypted SSN
	Entry Date
	Exit Date
	Project ID
	Sex
	Vulnerability Index Summary Scores

EXHIBIT B

Los Angeles County Data List

The study will use the following data elements from years 2006-2012 from the County. No identifiable data will leave the County.

DATA SOURCE	DATA ELEMENTS
Los Angeles County Enterprise Linkages Project (All public services provided by the Departments of Health Services, Public Social Services, Mental Health, Public Health, Probation, and the Sheriff in the County)	System/department name
	Type of Services Provided
	Entry Date
	Exit Date
	Service costs (for Dept of Mental Health and Hospitals)
	Encrypted Name
	Encrypted Date of Birth
	Per diem cost (Public Social Services General Relief and food stamps)
	Inpatient/outpatient (Hospitals only)
	Medical/non-medical (for Sheriff Dept)
	Encrypted SSN
	Sex
	Diagnosis & Procedure (for Depts of Mental Health and Health Services)
Project ID	

Tasks, Deliverables, Timetable, and Cost

Task / Deliverable	Due Date	Remarks
UPENN will send the SAS encrypted file to CEO/RES.	8/31/15	Complete
SIB/CEO will match the program and control groups against de-identified records stored in ELP. The agencies included in the match will be DHS, DMH, DPH, DPSS and the Sheriff.	11/30/15	The data match will be conducted in accordance with all confidentiality and privacy laws and regulations. The matched files will retain the encrypted history of all public services provided by DPSS, DHS, DMH, DPH and the Sheriff to the program and control groups.
SIB/CEO will send the encrypted/de-identified match files electronically to UPENN in a protected file	11/30/15	
Payment from the UPENN to Los Angeles County SIB/CEO for completion of the tasks and deliverables assigned here:	TBD	\$20,000