

TRAUMA-INFORMED PRACTICES DATA-SHARE AGREEMENT

BETWEEN

LAKE STEVENS SCHOOL DISTRICT, CONTINUA CONSULTING GROUP LLC AND SNOHOMISH COUNTY

This Data Share Agreement (Agreement) is entered into by and between the Lake Stevens School District (the District), Continua Consulting Group LLC (the Consultant), and Snohomish County (the County).

I. PURPOSE

The purpose of this Agreement is to allow the parties to share negotiated data to determine whether the coaching and interventions provided to the District pursuant to the Trauma-Informed Practices Interlocal Agreement improve outcomes for students and to what degree. To this end, the District, the Consultant, and County agree to share certain student-level and aggregate data.

The District, the Consultant, and the County will protect students and their families against unauthorized access to and disclosure of personally identifiable student information and will ensure the confidentiality of student records and information in accordance with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, its accompanying regulations, and state law.

II. DATA

A. For the purposes of this Agreement, data is defined as: de-identified data uploaded by the District further detailed in Section II, E.

B. The District will share with the County and the Consultant the data identified below in order to evaluate the effectiveness of the academic, instructional, and behavioral health interventions drawn from the Trauma-Informed, Multi-Tiered Systems of Support model. The data shall be used only for this purpose.

C. Access to data is for the exclusive purpose of educational research as authorized by 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6). Reports generated from the data will not contain personally identifiable information and will be shared only by and between the District, the Consultant, and the County. Express written permission to share the data or reports generated from the data with any other audience will be required from both the District and the County.

D. Student-level data will be de-identified by the District to remove personally identifiable information, but will have a re-identification code which will remain with each individual student over the course of the project. Such code will not replicate students' District or State identifiers.

restrain prohibited or unauthorized disclosure or use of the data by anyone receiving the data from or through the County.

H.t To ensure the continued confidentiality and security of the student data processed,t stored, or transmitted under this Agreement, the Consultant and the County shallt establish a system of safeguards that will at minimum include the following:t

- 1.t Transmission of data will occur through a secure SharePoint site maintainedt by the County. SharePoint External User Access is provided only for authorizedt use in accordance with Snohomish County Code (SCC) Chapter 2.50,t specifically 2.50.140 and 2.50.160. These requirements are enforced by SCC Chapter 3A.12.10 (i). Access to the site will only be granted to authorize Laket Stevens School District staff who have signed the SharePoint External usert Request form. Authorized staff will be granted access to the SharePoint site byt the County Network Administrator via a User ID and Password.t
- 2.t For the purposes of this Agreement, each party will designate Contractt Managers and authorized staff who will have access to the data and thet SharePoint site. A current list of Contract Managers and authorized staff will bet listed on the SharePoint site. Any changes to the authorized user list must bet reported to the County within fifteen (15) days and will be updated on thet SharePoint site within fifteen (15) days of notification.t
- 3.t An alternate designee may be specified in writing with appropriate notice to thet other parties. The temporary custodians will be responsible for transmitting allt data and maintaining a log of all data requested and received pursuant to thist Agreement, including confirmation of the return or destruction of the data. Thet District or its agents may, upon request, review the records Continua and thet County are required to keep under this Agreement.t
- 4.t Procedures and systems that shall require the use of secured passwords tot access computer databases used to process, store, or transmit data providedt under this Agreement.t
- 5.t Procedures and systems that ensure that all data processed, stored, and/ort transmitted under the provisions of this Agreement shall be maintained in at secure manner that prevents the interception, diversion, or other unauthorizedt access to said data.t
- 6.t The procedures and systems developed and implemented to process, store,t or transmit data provided under this Agreement shall ensure that any and allt disclosures of confidential student data comply with all provisions of FERPA,t its regulations, and Washington law relating to the privacy rights of students.t
- 7.t Data shall not be stored on external or mobile storage devices such as thumbt drives, flash drives, external hard drives, etc.t

- I. The security, confidentiality, and privacy requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement.

IV. RESPONSIBILITIES OF EACH PARTY

All parties shall comply with the data security policies and procedures, as laid out in this Agreement.

- A. The District agrees that de-identified data under this Agreement shall be compiled and provided to the District by Washington School Information Processing Cooperative (WSIPC). The District shall be responsible uploading de-identified data, as provided by WSIPC, to the SharePoint site at minimum twice per calendar year over the course of this Agreement.
- B. The Consultant shall be responsible for the following over the course of this Agreement:
 1. Determining with the District and the County a schedule for data transfers. These will be, at minimum, twice per calendar year. Special data requests outside of the scope of the aforementioned data elements will be negotiated between the District and the Consultant.
 2. Analyzing the de-identified data elements provided and providing the District and the County with aggregate, outcome-based reports at a minimum twice per calendar year. Reports shall be provided to the County and the District within eight (8) weeks of receipt of the de-identified data via the SharePoint site.
- C. The County shall be responsible for the following over the course of this Agreement:
 1. Creation and maintenance of a secure SharePoint site, including providing any needed technical assistance around use of the site.
 2. Collaborating with the Consultant and the District on the schedule for data transfers to the SharePoint site.

V. INDEMNIFICATION

Each party to the Agreement, to the extent allowed by law, agrees to defend, indemnify, and hold the other parties, and their officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, and/or its officers, employees or agents.

VI. ENTIRE AGREEMENT

This document states the entire agreement between the parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

VII. EXECUTION

Each of the persons signing this Agreement on behalf of a party represents that he or she has authority to sign on behalf of and to bind such party.

VIII. ASSIGNMENT

None of the parties to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other parties to this Agreement.

IX. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provisions(s) are not material to the overall purpose and operation of this Agreement.

X. WAIVER

Waiver by any party to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.

XI. MODIFICATIONS AND AMENDMENTS

A. This Agreement may be amended or modified at any time by mutual agreement of the authorized representatives of the parties to this Agreement. The parties further agree to amend this Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to a party or parties are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the parties to this Agreement shall meet within 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

- B. The termination of this Contract may be made by the Lake Stevens School District immediately in the case of misuse or insecure handling of data provided by or generated under this Contract. In this event or in the event the Consultant is sold, purchased, foreclosed, or files for bankruptcy, this Data Share Agreement will automatically terminate and all data and/or work will be destroyed or returned to the District. Written notification to the District shall be made in writing at the time of return or destruction.

XII. TERM OF THE AGREEMENT

This Agreement shall be in effect for the period commencing September 1, 2019 until August 31, 2021. Any party to this Agreement may terminate its participation by delivering 30-day written notice via certified mail or personal delivery to the other parties. Such notice shall be sent to the persons named as Contract Managers for the parties listed on the SharePoint site. The provisions of Section III. Data Security, Confidentiality, and Protection of Privacy, and Section IV. Indemnification, shall survive termination or expiration of this Agreement, and each party shall be relieved of liability only upon destruction of all remaining shared data held by that party.

XIII. COOPERATION AND COMMUNICATION

The parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. Each party hereby designates persons to act as Contract Managers. A current list of Contract Managers will be maintained on the SharePoint site.

XIV. EFFECTIVE DATE

The District, the Consultant, and the County hereby agree to enter into this Agreement, effective as of the last date signed on the Agreement Amendment Face page, and be bound by all its terms and conditions. Said Agreement shall be executed by an authorized officer of each party.

FOR LAKE STEVENS SCHOOL DISTRICT:



Amy Beth Cook, Superintendent



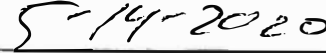
(Date)

RECEIVED
MAY 18 2020
HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION

FOR CONTINUA CONSULTING GROUP, LLC:



Christopher Daikos, Co-Founder

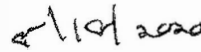


(Date)

FOR SNOHOMISH COUNTY:



Mary Jane Brell Vujovic, Director
Human Services Department



(Date)

