

# Institute on Disability at University of New Hampshire

## New Hampshire System of Care Data Sharing Agreement

### **Data Partners**

This data sharing agreement ("Agreement") is made and entered into as of this May 11th of 2018 ("Effective Date"), by and between the Laconia School District and the Institute on Disability at the University of New Hampshire ("IOD/UNH").

### **Purpose of data sharing**

The New Hampshire System of Care Fast Forward 2020 (FF2020) project is designed to support districts and schools to implement Multi-Tiered Systems of Support for Behavioral Health and Wellness (MTSS-B) and NH's Wraparound care coordination model, and to improve the System of Care for youth with behavioral health needs and their families. [School District Name] is one of the implementation sites for this project and the Institute on Disability at the University of New Hampshire (IOD/UNH) is the trainer and technical assistance provider for schools staff to implement MTSS wraparound coordinators. IOD/UNH will use the requested data to support the implementation, evaluation, and improvement of MTSS-B implementation and wraparound care coordination.

### **Functions of this agreement**

This Agreement is intended to fulfill the privacy obligations of the Laconia School District and to ensure the integrity and protection of sensitive information disclosed or made available to IOD/UNH, as well as information that IOD/UNH uses, discloses, receives, transmits, maintains or creates, from the Laconia School District.

### **Definitions**

**Data** shall mean information shared with IOD/UNH by the Laconia School District for the purposes of training and providing technical assistance for the FF 2020 project.

**Sensitive information** shall mean any data shared with IOD/UNH that, if divulged or otherwise accessed by the general public, could potentially be embarrassing or damaging to the reputation of the Laconia School District and/or staff, students, or families associated with the Laconia School District. This includes data covered by the Family Educational Rights and Privacy Act (FERPA) and school- and district-specific data on school discipline.

**District/School Identifiable Information (DSII)** shall mean any information about a district or a school contained in the data set that can be traced to or linked with specific school districts or schools.

**Personally Identifiable Information (PII)** shall mean any information about a student or a student's family member contained in the data set, including (1) any information that can be used to distinguish or trace a student or family member's identity, such as name, identification number, and date of birth and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and public assistance benefits.

### **Funding**

The FF 2020 project is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA). The grant recipient is the NH Department of Education (NHDOE). Both the Laconia School District and IOD/UNH are funded to implement MTSS-B and wraparound coordination. As a subcontractor with the Laconia School District the IOD/UNH is bound by this data sharing agreement as well as any other applicable statutes or policies at the school, state or federal level.

### **Data overview**

Three types of data will be shared between the Laconia School District and IOD/UNH:

**Infrastructure data:** Measures of collaboration, training, implementation, and other system supports.

**School/MTSS data:** Measures of school practice (e.g., MTSS fidelity), SWIS discipline data, and outcomes (e.g., school climate, family engagement, etc.).

**Youth/Family data:** Measures of the background characteristics, services and supports, experience, and outcomes of youth/families that enroll in Wraparound care coordination, including videos of wraparound meetings. These data are collected from and shared with IOD/UNH staff at the individual level (e.g., youth/families and care coordinators).

### **Data access**

Individuals from IOD/UNH who are permitted to use or receive data for purposes of this project are:

JoAnne Malloy (IOD/UNH Project Director)

School IOD/UNH Wraparound Coach: Maureen Gross

### **Data storage and security**

The **Infrastructure data** contain DSII, but no sensitive or personally identifiable information. They will be collected using Normed MTSS-B instruments and stored in a password-protected UNH BOX folder.

The School/MTSS data includes DSII but not PII. The IOD/UNH Coach will enter MTSS-B fidelity measures into PBISapps (a secure, password-protected database) and will access school discipline data by being given a password from the school district SWIS Coordinator. All hard copies of these data will be kept in locked file folders in the IOD/UNH Concord office.

The Youth/Family data contain sensitive DSII and PII data. To access wraparound video files, each IOD/UNH wraparound coach will be given access to the BHI/Antioch folder specific to the wraparound coordinator in Antioch's BOX files.

#### **Human subjects and informed consent**

The NHFF 2020 data are not subject to rules governing human subjects research, as per federal guidelines. As such, neither IRB approval nor oversight is necessary.

Since the Infrastructure and School/MTSS data do not contain PII, neither requires informed consent. Informed consent for Youth/Family PII data will be obtained from Youth/Families at the point of enrollment in Wraparound.

#### **Privacy**

MTSS-B and FF 2020 data will be analyzed and used to improve the project, disseminated to internal stakeholders, and reported as required to the funder (NH DOE Office of Student Wellness). All DSII will be removed before we share Infrastructure or School/MTSS information with anyone outside the Laconia School District without the Laconia School District's prior written authorization. All DSII and PII will be removed before we share any Youth/Family data beyond what is delivered to the Laconia School District's Wraparound Coordinator, without the prior written authorization of the Laconia School District and the relevant individuals.

#### **Ownership of data**

All of the Laconia School District's MTSS-B and FF 2020 data shall be and will remain the exclusive property of the Laconia School District. IOD/UNH will not share or disclose any of [School District Name]'s data to unauthorized individuals or entities without the Laconia School District's prior written consent, unless it is already or becomes generally known to and available for use by the public.

#### **Intellectual property rights**

Any products, deliverables, inventions, or other information ("Work Products") that IOD/UNH might conceive or make during the Term of this agreement (see "Term," below) developed in whole or part on the basis of the Laconia School District's data, shall be the shared intellectual property of both the Laconia School District and IOD/UNH. Either party may use, reproduce, publish, or distribute those Work Products provided they acknowledge the contributions of

both the Laconia School District and IOD/UNH. The Laconia School District and IOD/UNH shall have the right to use Work Products for any non-commercial purpose, including but not limited to providing public access to the Work Product and using it for teaching, research, and publication.

### **Timing**

Data collection will terminate at the end of the funding period (barring no cost extensions, that date will be 9/30/2020). Data analysis and reporting will conclude three months beyond the funding period (barring no cost extensions, 12/31/20). IOD/UNH will then have an additional three months (barring no cost extensions, 3/31/21) to provide the Laconia School District with a copy of their data for archival purposes, at which point this agreement will be considered closed.

### **Term**

The "Term" of this Agreement shall be effective as of the Effective Date. It will conclude six months beyond the end of the period of grant funding.

### **Termination**

Either party may terminate this Agreement for any reason upon 30 days written notice to the other Party of termination. The other terms of this agreement and all obligations of confidentiality/privacy of data shall survive the Agreement.

### **Mutual indemnification**

Each party shall protect, indemnify and save harmless the other party, and the other party's trustees, directors, officers, employees, agents and representatives, from and against any and all claims, causes of action, damage and expense occasioned by or arising out of any occurrence causing or inflicting injury or damage from its negligent, reckless or intentional acts or omissions, or those of its employees, agents or invitees.

### **Miscellaneous**

- A. This Agreement constitutes augments language about sharing data already present in Contractual Agreements between the Laconia School District and IOD/UNH.
- B. Severability. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, the latter shall prevail. If any provision of this Agreement shall be declared to be invalid in whole or part by a court of competent jurisdiction, it shall not affect the remaining provisions, which shall remain in full force and effect.

C. Section Headings. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

E. Notice. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person, or deposited in U.S. mail, postage prepaid, or delivered electronically, addressed as follows:

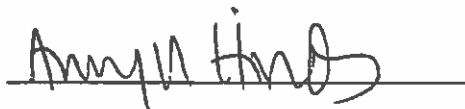
Institute on Disability, University of New Hampshire  
Attention: Business Office  
10 West Edge Drive  
Durham, New Hampshire  
Jennifer.docuhue@unh.edu

F. Waiver. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

G. Amendment. This Agreement shall not be modified or amended except in a writing signed by a duly authorized representative of both Parties.

H. Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the parties. Facsimile and/or electronic signatures shall have the same force and effect as manual signatures delivered in person. The following signatures are of legal representatives of the parties.

**Laconia School District**



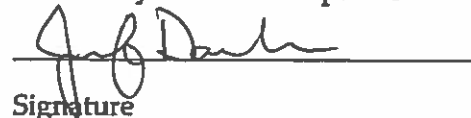
Signature

Name: Amy Hinds

Title: Assistant Superintendent

**Institute on Disability**

**University of New Hampshire**



Signature

Name: Jennifer Donahue

Title: Finance Manager  
IOD/University of New Hampshire

