

Center for Behavioral Health Innovation
Antioch University New England
New Hampshire System of Care Data Sharing Agreement

Data Partners

This data sharing agreement (“Agreement”) is made and entered into as of this 1st day of October, 2018 (“Effective Date”), by and between Laconia School District and Antioch University, dba Antioch University New England (“BHI/Antioch”).

Purpose of data sharing

The New Hampshire System of Care (NHSoC) project is designed to improve State, district, and school infrastructure and support for districts and schools to implement NH’s Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) model, NH’s Wraparound care coordination model, and to improve the System of Care for youth with behavioral health needs and their families. Laconia School District is one of the implementation sites for this project and the Center for Behavioral Health Innovation (BHI) at Antioch University New England is the external evaluator. BHI/Antioch will use the requested data to support the implementation, evaluation, and improvement of the project.

Functions of this agreement

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

Definitions

Data shall mean information shared with BHI/Antioch by Laconia School District for the purposes of evaluating the NHSoC project.

Sensitive information shall mean any data shared with BHI/Antioch that, if divulged or otherwise accessed by the general public, could potentially be embarrassing or damaging to the reputation of Laconia School District and/or staff, students, or families associated with Laconia School District.

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 project is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA). The grant recipient is the NH Department of Education (NHDOE). Both Laconia School District and BHI/Antioch are funded for their data-related work via separate subcontracts with the NH Department of Education (NHDOE).

Data overview

Three types of data will be shared between Laconia School District and BHI/Antioch:

Infrastructure data: Measures of collaboration, training, policy development, and other system supports.

School/MTSS data: Measures of school practice (e.g., MTSS-B fidelity) 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. These data are collected from and shared with BHI/Antioch at the individual level (e.g., youth/families and wraparound coordinators). In addition, office discipline referrals, suspensions, attendance rates, out-of-district placements, and academic performance will be collected at the individual level and shared with BHI/Antioch.

For a detailed overview of NHSoC data and evaluation, see Attachment A.

Data access

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

Jim Fauth and Megan Edwards (BHI/Antioch Lead Evaluators)

John Erdmann, Johanna Wilson-White, Lisa Dotson, Kate Evarts, George Tremblay (BHI/Antioch Evaluators)

BHI/Antioch doctoral student evaluation assistants

Patrick Roberts, NAMI NH, and the Institute for Health Practice and Policy at the University of New Hampshire (BHI/Antioch contractors)

Privacy

The protection of student, staff, and family personal information is critical to our work. We have taken measures to protect this information and ensure that individually identifiable information remains private. BHI/Antioch will enforce security policies and procedures that are reasonably designed to protect the security, privacy, confidentiality, and integrity of school, student, and family personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.

Data Use

NHSoC data will be analyzed and used to improve the project, disseminated to internal and external stakeholders, and reported as required to the funder (SAMHSA). All DSII and PII will be removed before we share Infrastructure or School/MTSS information with anyone outside Laconia School District without Laconia School District's prior written authorization. All DSII and PII will be removed before we share any Youth/Family data beyond the wraparound staff and team members at Laconia School District's, without the prior written authorization of Laconia School District and the relevant individuals.

Data Storage

The **Infrastructure data** are not sensitive, do contain DSII, but do not contain PII. They will be collected using BHI/Antioch's Quick Base account. Quick Base is an encrypted, cloud-based data entry, storage, and reporting platform. For information on Quick Base's storage and file recovery capabilities, please see: <http://www.quickbase.com/security-and-compliance>. These data will be exported from Quick Base as Excel files and stored within BHI/Antioch's Dropbox account. For information on Dropbox's storage and file recovery capabilities, please see: <https://www.dropbox.com/business/trust>. These files will be accessible to the aforementioned BHI/Antioch personnel.

The **School/MTSS data** are sensitive and contain DSII but not PII. They will also be collected and stored on Quick Base, an encrypted, cloud-based platform suitable for sharing PII in a secure and HIPAA- and FERPA-compliant manner. All data will be stored by BHI/Antioch in Dropbox and Box online, a cloud-based storage system suitable for sharing PII in a secure and HIPAA- and FERPA compliant manner. For more information about BOX online, please see: <https://www.box.com/industries/healthcare> and <https://www.box.com/security>.

The **Youth/Family data** are sensitive and contain DSII and PII. All Youth/Family data will be collected and stored on Quick Base or Box online, both of which are encrypted, cloud-based platforms suitable for sharing PII in a secure and HIPAA- and FERPA-compliant manner.

Security

Quick Base is a secure, cloud-based data entry, storage, and reporting platform. We adhere to the National Institute of Standards and Technology's cybersecurity recommendations in our configuration and implementation of Quick base whenever possible. Users in our Quick Base applications can only be added by persons with administrative privileges. All users access Quick Base by logging in with their personally assigned username and password. All users are automatically logged out after a period of inactivity, regardless of role/permissions. Users are temporarily prevented from logging in after several consecutive failed login attempts. Data stored in Quick Base is secured as follows: "Quick Base encrypts customer data in motion and at rest. All communications over non-trusted Internet networks are encrypted via a 256 bit (SHA2) TLS certificate, TLS 1.0, 1.1, 1.2. Quick Base encrypts data at rest at the application layer including app data and file attachments using AES256." - Quick Base <https://www.quickbase.com/security-and-compliance>.

Human subjects and informed consent

The NHSoC evaluation is not considered human subjects research, as per federal guidelines and BHI/Antioch's consultation with SAMHSA's National Evaluators and Antioch University's Institutional Review Board (IRB). As such, neither IRB approval nor oversight is necessary.

Since the Infrastructure do not contain PII, informed consent is not required. The School/MTSS data collected contain PII data (i.e., office discipline referrals) and falls under the FERPA audit or evaluation exception. The audit or evaluation exception allows educational agencies Laconia School District to share personally identifiable information without consent with authorized representatives of the agency (in this case BHI/Antioch) for the purpose of auditing or evaluating a federal- or state-supported education program.

Informed consent for Youth/Family PII data will be obtained from Youth/Families at the point of enrollment in Wraparound. See Attachments B, C, and D for the relevant informed consent forms.

Ownership of data

All of Laconia School District's NHSoC data shall be and will remain the exclusive property of Laconia School District. BHI/Antioch will not share or disclose any of Laconia School District's data to unauthorized individuals or entities without 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 BHI/Antioch might conceive or make during the Term of this agreement (see "Term," below) developed in whole or part on the basis of Laconia School District' data, shall be the shared intellectual property of both Laconia

School District and BHI/Antioch. Either party may use, reproduce, publish, or distribute those Work Products provided they acknowledge the contributions of both Laconia School District and BHI/Antioch. Laconia School District and BHI/Antioch 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.

Training

BHI/Antioch will provide all NHSoc evaluation training, as part of their subcontract with NH DoE, for Laconia School District.

Timing and plan for destroying data

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). BHI/Antioch will then have an additional three months (barring no cost extensions, 3/31/21) to provide Laconia School District with a copy of their data for archival purposes, at which point this agreement will be considered closed.

Upon completion of the contract, BHI/Antioch will destroy all DSII and PII data by 3/31/21 barring no cost extensions. BHI/Antioch will destroy the DSII and PII data using a secure overwrite utility that overwrites the data files with random information, thus rendering the entirety of the data unrecoverable.

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. Entire Agreement. This Agreement constitutes the entire Agreement between the parties, replacing all other written and/or previous agreements except those attached hereto, which shall become a part of this Agreement.

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:

Antioch University New England
Attention: Office of the Provost
40 Avon Street
Keene, New Hampshire 03431
sfitzgerald3@antioch.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

Antioch University

Signature

Signature

Name:

Name: Shawn Fitzgerald, PhD

Title:

Title: Provost and CEO, Antioch
University New England