



INTERLOCAL DATASHARE AGREEMENT

DSHS Agreement Number:
1791-88397

Combined Data Share Agreement with OSPI

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:
2005-
Contractor Contract Number:

| | | | |
|---|---|--|--|
| CONTRACTOR NAME Office of Superintendent of Public Instruction | | CONTRACTOR doing business as (DBA) Office of Superintendent of Public Instruction | |
| CONTRACTOR ADDRESS PO Box 47200 Olympia, WA 98504-7200 | | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 342-008-830 | DSHS INDEX NUMBER 2335 |
| CONTRACTOR CONTACT KATIE WEAVER RANDALL | CONTRACTOR TELEPHONE (360) 725-6356 | CONTRACTOR FAX () - | CONTRACTOR E-MAIL ADDRESS katie.weaverrandall@k12.wa.us |
| DSHS ADMINISTRATION Childrens Administration | DSHS DIVISION Division of Children and Family Services | DSHS CONTRACT CODE 2000DC-91 | |
| DSHS CONTACT NAME AND TITLE Richard Morgan Contract Manager | | DSHS CONTACT ADDRESS 1115 Washington Street SE PO Box 45710 Olympia, WA Click here to enter text. | |
| DSHS CONTACT TELEPHONE (360)902-7522 | DSHS CONTACT FAX Click here to enter text. | DSHS CONTACT E-MAIL ADDRESS MorgaRA@dshs.wa.gov | |
| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No | | CFDA NUMBER(S) | |
| AGREEMENT START DATE 09/01/2017 | AGREEMENT END DATE 08/31/2022 | MAXIMUM AGREEMENT AMOUNT No Payment | |
| EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Data Security: Exhibit A – Data Security <input checked="" type="checkbox"/> Exhibits (specify): Exhibit B - Foster Care Indicator; Exhibit C - State and Federal Reporting; Exhibit D - Using Data to Test; Exhibit E - Education Demonstration Site Project; Exhibit F - Data Elements CA to OSPI; Exhibit G - Data Elements OSPI to CA; Exhibit H - Verification File OSPI to CA; Exhibit I - Unique Demonstration Sites Eligibility Data to OSPI from CA; Exhibit J - Historical Data - CA to OSPI. | | | |
| The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS. | | | |
| CONTRACTOR SIGNATURE | | PRINTED NAME AND TITLE Sheryl Turner, Contracts Administrator | DATE SIGNED 10/24/2017 |
| DSHS SIGNATURE | | PRINTED NAME AND TITLE Stephen V. Catter - Contracts U.A. Manager | DATE SIGNED 10.25.2017 |

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. **Billing Limitations.**

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. **Confidentiality.**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

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- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and

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the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

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Contract remains valid and in full force and effect.

- 14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

- 17. Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve,

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through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

19. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be

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limited to the extent which the Contractor has a right to grant such a license.

20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

21. Termination.

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- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

22. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Agreement" means this Interlocal Agreement, including all documents attached or incorporated by reference.
 - b. "CA" means Children's Administration.
 - c. "Confidential Information" means information disclosed, exchanged, and used pursuant to this Contract, which is protected from public disclosure under federal and state law.
 - d. "Contracting Officer" means the Contract Administrator, or successor, of Central Contract Services or successor office.
 - e. "Contractor" or "OSPI" means the Office of Superintendent of Public Instruction and is the entity performing services pursuant to this Interlocal Agreement and includes the Contractor's officers, directors, trustees, employees and/or agents, and all volunteers unless otherwise stated in this Interlocal Agreement. For purposes of this Interlocal agreement, the Contractor shall not be considered an employee or agent of DSHS.
 - f. "Data" means the information that is disclosed or exchanged as described by this Contract and includes all Data defined in the term Confidential Information.
 - g. "Data Provider," as used in the Special Terms and Conditions of this Contract, means the entity that is disclosing their Data for use by the Data Recipient for completion of this contract.
 - h. "Data Recipient," as used in the Special Terms and Conditions of this Contract, means the entity that is receiving the Data from the Data Provider for purposes of completion of this contract.
 - i. "District" means school districts and local educational agencies as defined in 20 U.S.C. §7801 and approved charter schools.
 - j. "DSHS", "the department", or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
 - k. "Extended Foster Care" means youth 18 through 20 who choose to continue in foster care.
 - l. "Children's Administration Automated Child Welfare Information System" is the electronic repository for case management information
 - m. "Foster Care" means twenty-four (24) hour per day temporary substitute care for a child placed away from the child's parents or guardians and for whom the department or a licensed or certified child placing agency has placement and care responsibility. This includes but is not limited to placements in foster family homes, foster homes of relatives, licensed group homes, emergency shelters, staffed residential facilities, and pre-adoptive homes; regardless of whether the department licenses the home or facility and / or makes payments for care of the child.
 - n. "Out of Home Placement" means a placement in a home or a group care facility other than that of the child's parent, guardian, or legal custodian.
 - o. "No longer needed" means data will only be destroyed or returned when data is no longer useful for any of the Statements of Work under this contract.

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- p. "Student Records Exchange (SRX)" is an Education Data System (EDS) Application designed to give schools immediate access to possible transfer student data that is critical for placing said students in the appropriate classes, programs and services.
- q. "SFTP" means Secure File Transfer Protocol.
- r. "Trial Return Home" means a child is residing with a parent, but remains in the care, custody, and control of DSHS-CA through the dependency process, codified at chapter 13.34 RCW, which may only be dismissed once permanency has been achieved.

- 2. **Exhibit A – Data Security Requirements.**
- 3. **Exhibit B – Statement of Work – Foster Care Indicator.**
- 4. **Exhibit C – Statement of Work – OSPI State and Federal Reporting.**
- 5. **Exhibit D – Statement of Work – Using Data to Test the Exchange, Match and Ongoing Verification of DSHS-CA and OSPI Data**
- 6. **Exhibit E – Statement of Work – Education Demonstration Site Project**
- 7. **Exhibit F – Data Elements – CA to OSPI**
- 8. **Exhibit G – Data Elements – OSPI to CA**
- 9. **Exhibit H – Verification File sent by OSPI to CA**
- 10. **Exhibit I – Unique Demonstration Sites Eligibility Data to OSPI from CA**
- 11. **Exhibit J – Historical Data – CA to OSPI**
- 12. **Supremacy Clause**

In the event there is a conflict between this Contract and any other Contract's executed between OSPI and CA with regard to the contents of this Data Sharing Contract, this Contract shall control unless otherwise stated in Interagency Agreement No. 20180181 between the Office of Superintendent of Public Instruction and Department of Social and Health Services Children's Administration.

13. **Purpose.**

The purpose of this Agreement is to create a framework for the transmittal of student data related to foster care children and youth from CA to OSPI, and to ensure the confidentiality of that data, as authorized in 20 U.S.C. § 1232g(b)(1)(L), 34 CFR § 99.33, and RCW 28A.150.510. Additional information is authorized for disclosure under this Agreement due to requirements of Interagency Agreement No. 20180181, as authorized by 20 U.S.C. § 1232g(b)(1)(L) and RCW 28A.150.510. The Statement(s) of Work (SOW) contained in the attached Exhibits specify the use of the data provided under this agreement. OSPI, its employees, agents, assigns, and contractors shall access, use, or disclose the confidential student data only for the purposes specified in a Statement of Work signed by an authorized official representing OSPI, and for no other purposes.

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14. Authority for Data Access.

State of Washington Substitute House Bill 2254, Chapter 162, Laws of 2012; and Fourth Substitute House Bill 1999, Chapter 71, codified as RCW 13.50.010(15). Every Student Succeeds Act (2015).

15. Data Access or Transfer.

OSPI and CA have agreed that CA must have a SSID assigned to a foster care child/youth record before CA sends the record to OSPI. CA will use the process described in Exhibit D to assign a SSID to foster care children/youth and OSPI will use the process described in Exhibit D to verify the foster care student's SSID.

a. Method:

Children's Administration Automated Child Welfare Information System Data, Exhibit E, will be transferred to the Contractor through secure methods in accordance with the data security requirements outlined in Exhibit A. The method of access or transfer shall be through an electronic interface in an agreed upon format (Fixed Width, Flat File, Comma Delimited, XML, Tab Delimited, CrLF Record Delimiter).

b. Timeframe and Frequency for Data Disclosure or Exchange:

Data transmission to OSPI will occur nightly outside regular business hours.

c. Requirements for Access:

(1) Access to Data shall be limited to staff whose duties specifically require access to such Data in the performance of their assigned duties and consistent with use contemplated and detailed in "Use of Data". Data about individuals will only be accessed by those who are assigned to work with the individual(s), or are otherwise legally authorized to access personal information about that individual pursuant to chapter 13.50 RCW.

(2) Prior to making Data available to Education Personnel, OSPI will require viewers of CA data to view and acknowledge information about appropriate data access, nondisclosure and confidential information as is consistent with the Agreement on Nondisclosure of Confidential Information – Non-Employee form (DSHS Form #03-0374F). Anyone accessing CA data will be required to review and acknowledge this upon each and every access to Data.

d. CA will send OSPI a file containing records for all students age 3 through 20 who are under placement and care authority (PCA) of CA on the date of the file creation and those children/youth who have had a change in PCA or out-of-home placement status since the last file exchange. Records contained in the file must have a SSID. This file will contain records from Washington State's CA Case Management System and the data elements specified in Exhibit E.

e. After receipt of the file described in d., OSPI will verify the Washington State's CA Case Management System records with OSPI CEDARS student records using SSID, last name, and date of birth. Verification on each of the named variables is necessary to link the Washington State's CA Case Management System records to the OSPI CEDARS records. From this match, OSPI will provide 2 files back to CA: (1) a verification outcome file (described in (1) below and Exhibit G); and (2) a file containing education data (described in (2) below).

Special Terms and Conditions

- (1) **Verification file:** OSPI will provide to CA a file that contains the student SSID, last name, date of birth, the outcome of the verification process described in e above.
- (2) **Education file:** Under Agreement 20180181, OSPI will provide CA a file containing education data (as specified in Exhibit F) for all children/youth who meet both of the following conditions:
 - (a) Students whom CA has PCA on the date OSPI transmits the education data to CA.
 - (b) Students whom have had their SSID verified by OSPI.

16. Limitations on Use of Data.

- a. Use of Data not specified in this Contract must be approved by an amendment to this Contract, agreed to and signed by both parties.
- b. The Contractor shall not release Data source file to any third party unless expressly included in a SOW.
- c. This Agreement does not constitute a release of the Data for the Contractor's discretionary use. Data may be accessed only for purposes outlined in the specific Statements of Works in this Agreement and in accordance with the legal authority granting the Contractor access as specified in "Purpose" and "Authority for Data Access" sections of the Special Terms and Conditions of this Contract. CA retains its role as primary custodian of the Data. Any ad hoc analysis or other use of CA Data, not specified in this Agreement, is not permitted without the prior written agreement of CA.

17. Confidentiality and Nondisclosure

The Contractor acknowledges the confidential nature of the information in Children's Administration Automated Child Welfare Information System and agrees to comply with all federal and state laws, regulations, and policies that apply to CA regarding the confidentiality of information.

- a. The Data to be shared under this Contract is confidential in nature and is subject to state and federal confidentiality requirements that bind the Contractor and its employees to protect the confidentiality of the personal information contained in CA Data.
- b. The Contractor may use personal Data and other Data gained by reason of this Contract only for the purpose of this Contract.
- c. The Contractor shall maintain the confidentiality of all Children's Administration Automated Child Welfare Information System Data in accordance with the most protective of state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure. The Contractor agrees to keep client information according to Exhibit A.
- d. Use of this information is limited to persons who have a "need to know".
- e. The Contractor shall not disclose nor transfer any information as described in this Contract to any party in whole or in part, or to any individual or agency not specifically authorized by this Contract, except as provided by law.

