



# **Kansas Early Childhood Data Trust Agreement**

Last updated: June 10, 2022

# Kansas Early Childhood Data Trust

This Data Trust Agreement (the "Agreement") is entered into on April 12, 2021 ("Effective Date") by and between, Kansas Department for Children and Families, Kansas Department of Health and Environment, Kansas State Department of Education, and Kansas Children's Cabinet and Trust Fund ("Member" and "Trustee"), on behalf of the Kansas Early Childhood Data Trust ("Data Trust"). The Kansas Department of Corrections entered the Agreement on June 10, 2022. Members and Trustee may each individually be referred to herein as a "Party" and collectively as the "Parties".

## 1. AUTHORITY FOR DTA

In support of the Governor's Education Council recommendation and in compliance with the terms out-lined in the State Interagency Memorandum of Understanding among the Kansas Department of Health and Environment, the Kansas State Department of Education, the Kansas Department for Children and Families, and the Region VII Department of Health and Human Services, Administration for Children and Families, this Data Trust Agreement is made to enable the secure sharing of data among Parties for the express purposes of enacting Early Childhood Integrated Data efforts that are intended to improve the coordination and delivery of services among Parties to families and children prenatally through kindergarten entry and improve outcomes of service recipients.

The Kansas Children's Cabinet statutory responsibilities (K.S.A. 38-2103, b) state that "Kansas children's cabinet shall study and shall initiate studies, assessments and evaluations, by contract or otherwise, through institutions of higher education and other appropriate research entities to identify best practices and to measure and otherwise determine the efficiency and efficacy of practices that are utilized in programs, projects, improvements, services and other purposes for which moneys are allocated or appropriated from the children's initiatives fund". This DTA establishes the Kansas Children's Cabinet as the Trustee of this agreement and provides Parties with the governance structure and interagency understanding to fulfill this responsibility.

WHEREAS the parties to this Agreement have mutually reinforcing interest and distinct responsibilities for oversight and administration of services and programs for prenatal mothers, infants, and families with children birth to five.

WHEREAS, the Trustee acts on behalf of all Members to support the creation and ongoing maintenance of the Data Trust.

WHEREAS, Members may contribute data -- including protected health data, personally identifiable data, or other protected data -- to the Data Trust in compliance with applicable State and Federal laws, including, but not limited to, the Student Data Privacy Act (K.S.A. § 72-6312 through 72-6320), The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191. Stat. 1936).

WHEREAS, Trustee and Members may access and use data resulting from the combination of one or more Members' contributed data, as allowable by state or federal law and in accordance with the terms and provisions of this Agreement.

WHEREAS, Trustee and Members desire to establish a Data Trust for the purposes of ethically and sustainably sharing data ranging from programmatic aggregate data and personally identifiable data in order to: increase understanding of the populations served by Trustee and Members; improve services provided by Trustee and Members and their partners to populations served; identify new services needed by populations served; to undertake or facilitate the performance of audits and evaluations of Federal or State education programs; to initiate studies, assessments, or evaluations of services, programs, and practices, and/or otherwise improve societal outcomes for the populations served.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto hereby agree as follows:

## 2. Definitions

In this Agreement:

**"Aggregate Data"** means values which have been generated by performing a calculation across all individual units as a whole, and where it is not possible to trace the identity of any individual through the analysis of a dataset, even when the dataset is combined with other available data.

**"Authorized Project"** means a project involving the utilization of Sensitive Information for research, analysis, audit, or evaluation purposes in accordance with this Agreement, allowable use designations and other requirements adopted by the Governance Board, and applicable law. Authorized Projects include both Pre-authorized Uses and other projects approved pursuant to Section 5 of this Agreement.

**"Confidential Information"** means non-personal information that holds value and importance for organizations, such as business plans and proprietary research or other intellectual property, or that is otherwise regularly protected from disclosure by a Member. The disclosure or loss of

such confidential information can have potential negative impact on organizations, but it does not constitute a breach of laws governing student education records or personal health information because it does not involve the handling of Personal Information. Confidential Information does not include information that is: (i) known by the Trustee or other Members prior to disclosure to them; (ii) generally available to the public other than as a result of breach of this Agreement; (iii) made available to the Trustee or other Members by any independent third party who has the right to disclose the information; (iv) information that is published; (v) is independently developed by the Trustee or other Members; or (vi) is required to be disclosed by a court of competent jurisdiction, law, or government rule or regulation.

**"Data Access Levels"** means the type of data a Party and/or approved Data Trust User may access, such as Aggregate Data, De-identified Data, Personal Information, or Raw Data. Data Access Levels will be defined by the Governance Board and documented in Exhibit B attached hereto.

**"Data Trust Governance Board"** or **"Governance Board"** means the decision-making body, composed of the Governance Board Representative of each Member, and of Trustee, responsible for the development and deployment of the Data Trust in accordance with this Agreement.

**"Data Trust Technical Infrastructure"** means any legal agreements, electronic registries, computer code, or other technology used to support, maintain, and govern the Data Trust, its Member-contributed Data Resources, and Trust-managed Data Resources.

**"Data Trust User"** means any organization, collaborative, initiative, or individual that has expressly received permission in accordance with procedures and requirements adopted by the Data Trust Governance Board to use specified Trust-managed Data Resources for an Authorized Project.

**"De-identified Data"** means data that includes a re-identification code but does not include name, social security numbers, or any state or local identification numbers. De-identified Data may include other information such as demographic information and birthdates that facilitate valid research, evaluation, and analytics.

**"Derived Data"** means any data or information that results from combining, aggregating, or otherwise processing Member-contributed Data Resources via calculation combining, aggregating, or otherwise processing the shared data via calculation.

**"Governance Board Representative"** means the designated individual representing a Data Trust Member on the Data Trust Governance Board, who is empowered to vote on behalf of the Data Trust Member, if applicable. A Data Trust Governance Board Representative may be an employee of the Data Trust Member, or an employee of another organization who has been delegated to perform this duty on behalf of the Data Trust Member.

**"Member-contributed Data Resources"** means any data owned by or stewarded over by one or more Data Trust Members provided to the Trustee for use by the Data Trust.

**"Non-sensitive Information"** means Trust-managed data or other information contributed to the Data Trust by Members that do not include any Personal Information or Confidential Information.

**"Personal Information"** (also known as personally identifiable information or "PII") means any information that can be used, on its own or in combination with other available data, to trace the identity of an individual person and includes, but is not limited to, names, addresses, birthdates, social security numbers, Federal Identification Numbers, and direct personal identifiers used by a Member for administrative purposes. PII also includes De-identified Data that are not Aggregate Data, but in combination could reveal an individual's identity.

**"Pre-authorized Uses"** means the allowable uses of Trust-managed Data Resources set forth in the use cases attached to Exhibit C and the other pre-authorized uses of Trust-managed Data Resources described in Exhibit C.

**"Raw Data"** means any data that have not yet been processed, altered, or combined with other data to form new data or metrics.

**"Sensitive Information"** means Trust-managed Data or other information contributed to the Data Trust by Members that include either Personal Information or Confidential Information.

**"Trustee Affiliate"** means any organization, other than the Trustee, contracted to provide or assist in services related to Data Trust Technical Infrastructure on behalf of the Data Trust. Trustee Affiliate will not be construed as a Member of the Data Trust and has no rights or responsibilities as such.

**"Trust-managed Data Resource"** means any data resource, including Derived Data or Aggregate Data, generated by the combination of one or more Member-contributed Data Resources and managed on behalf of the Trust by Trustee or its Affiliates in support of the agreed upon goals of the Trust, or one or more Authorized Projects.

### 3. Procedures

- A. Trustee, on behalf of the Governance Board, and Members will use Exhibits to document the following information relating to the Data Trust as outlined below:
  - a. Trustee will document ethical principles approved by the Governance Board in Exhibit A hereto.
  - b. Trustee will document Governance Board structure and procedures, Trust-managed data resources resulting from the data shared for all use cases approved by the Governance Board in Exhibit B hereto.
  - c. Trustee will document Data Trust goals, Authorized Project titles, and outcomes approved by the Governance Board in Exhibit C hereto.
  - d. Trustee will document each Authorized Project and Data Sharing Protocol approved by the Governance Board in Exhibit D (each, a "Authorized Project"), including:
    - i. Authorized Project title
    - ii. Authorized Project description
    - iii. List of Data Files Requested and to be Provided, by Data Trust Member
    - iv. Authorized Project terms, including duration of data sharing, confidential/secured manner to transport data, manner of storing data, data archiving, return or disposal policies, if applicable, and any additional, necessary miscellaneous terms
    - v. Approved Users, Uses, and Access Level (e.g. Agency Staff, Application Developers, Researchers, Institutes, and Consortia)
    - vi. Data Management and Technical Infrastructure, the technical specifications of the Data Trust, and Sensitive Information procedures approved by the Governance Board Trustee will document additional conditions, memoranda of understanding, or agreements governing Member- contributed Data Resources in Members and Trustee will individually document applicable confidentiality laws and regulations by party.
  - e. Members will individually document all Member-contributed Data Resources contributed, respectively, to the Data Trust along with each data element's Data Access Level and any limitations on usage, in the Member-contributed Data resources section of Exhibit B, attached hereto.

- B. Exhibits A-D may be amended at any time by approval of the Governance Board. Exhibit B, other than the Member-contributed Data resources section of such Exhibit, may be amended at any time by approval of the Governance Board. Amendments to the Member-contributed Data Resources section of Exhibit B require approval of each Member, with respect to that Member's Data resources, and the Trustee. On behalf of the Data Trust, Trustee will document all decisions made by the Governance Board or by a Member and the Trustee, with respect to the Member-contributed Data Resources section of Exhibit B, that result in amendments to one or more Exhibits in the Exhibits Change Management Log located in Exhibit G hereto. Amendments to the Exhibits will be effective upon receiving the required approvals in this Section and documentation in the Exhibits Change Management Log, and do not require any further approvals or executed amendments to the other terms and provisions of this Agreement. Exhibit F may be amended or updated at any time by Trustee or Members to contain any additional State or Federal laws or regulations relevant.

#### **4. Member Responsibilities**

- A. Confidentiality must be maintained. Members are the stewards of information on children and families and share only information necessary for their shared work, and as permitted by state and federal statutes and regulations, including but not limited to the Health Insurance and Portability and Accountability Act (HIPAA) of 1996, the Family Educational Rights and Privacy Act (FERPA), and the Kansas Student Data Privacy Act.
- B. Members are responsible to ensure that their individual programs and activities are administered, supervised, and monitored in accordance with statute, regulations, and policies and procedures. Self-assessment and monitoring procedures have been developed to ensure effective program evaluation and compliance with statute and regulations.
- C. Each Member agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties or the results thereof.
- D. Members agree to clearly identify and label Member-contributed Data Resources provided to Trustee for use by the Data Trust hereunder with the appropriate Data Access Levels, including designating data deemed to be Sensitive Information. Members agree to update and maintain the classification of their Member-contributed Data Resources as needed.
- E. Members will collectively agree, via the Governance Board, on the Data Access Levels to be used by the Data Trust.
- F. Members will be responsible for obtaining all necessary consents and otherwise complying with all applicable laws and other rules and regulations prior to sharing Sensitive Information with the Trustee for use by the Data Trust. Necessary consents may include, but not be limited to, consent for Sensitive Information to be used for research purposes, if research is an approved use of Member-contributed Data Resources and/or Trust-managed Data Resources.

- G. Members represent and warrant that they have secured all necessary approvals from any third parties -- such as organizations or individuals from which the data originates (if applicable) -- and have the legal right to provide Trustee with Sensitive Information in acting on behalf of the Data Trust for the purposes contemplated by this agreement. Further, Members assume all responsibility for damages and costs to the extent resulting from its breach of the representation and warranty.
- H. Members will determine the process and procedures to transmit, will have access to, and will have the ability to request removal at any time all data contributed to the Data Trust. All transmissions will be in accordance with the requirements adopted by the Governance Board as set forth in Exhibit B. Removal of Member-contributed Data Resources will occur within the timeframe for removal agreed upon by the Governance Board, must account for the utilization of such data for pending Authorized Projects, and must be consistent with federal and state requirements.
- I. Members will have the ability to change or revoke access and use of Member-contributed Data Resources at any time, subject to the continued availability of such data for pending Authorized Projects. Access may be revoked at the field, row, or element level and on a user-by-user basis.
- J. Members may share additional data with the Trustee for use by the Data Trust at any time in accordance with requirements for transmission adopted by the Governance Board.
- K. Members will designate a Governance Board Representative to participate in Data Trust Governance Board responsibilities, as written in Section 4 herein.
- L. If Members classify data as Non-sensitive Information and public access of Non-sensitive Information is listed as a Pre-authorized Use in Exhibit C or otherwise approved by the Governance Board, Members acknowledge that once Non-sensitive Information is contributed by any Member, Trustee will have the right to immediately disclose and publicize such information.
- M. Members acknowledge and agree that their Member-contributed Data Resources may be combined with those of other Members. All data, including copies of data, provided by Members will be stored, maintained, and monitored using the agreed upon secure Data Trust Technical Infrastructure. Members will be able to access the complete audit log of all access and use of data outlined in Exhibits any time, including the names of the parties to which information is disclosed under the terms of this Agreement. Storage of data files and codes used in Exhibits will be determined by authorized representatives of Parties and/or affiliated subject matter experts for an Authorized Project.



## 5. Trustee Responsibilities

- A. Trustee is responsible for providing the necessary legal, technical, and organizational infrastructure to support the creation, use, and maintenance of the Data Trust. In conjunction with the Data Trust Governance Board, Trustee will also ensure all Members, Data Trust Users, Trustee and Trustee Affiliates are and remain in compliance with the terms and conditions of this Agreement.
- B. Trustee will appoint members of the Data Trust Governance Board.
- C. Each Member hereby designates and recognizes the Trustee as the authorized representative of the Data Trust and as the authorized representative of the Member for the purposes and services described in this Agreement. Each Member acknowledges and agrees that the Data Trust and related services provided by the Trustee will facilitate future audits or evaluations of various state and federal programs that the Member has the authority to carry out, and otherwise support the performance of the Member's official duties.
- D. Trustee agrees to not disclose Member-contributed Data Resources designated by Member to be Sensitive Information except as authorized under this Agreement subject to any limitations imposed as a condition of such contribution at the time such data resources were contributed by the Member.
- E. For purposes of administration and maintenance of the Data Trust Technical Infrastructure, Trustee agrees to only disclose Member-contributed Data Resources to its employees and/or Trustee Affiliates who need access in order to meet Trustee's obligations and requirements for the purposes contemplated by this Agreement. All Trustee Affiliates accessing Sensitive Information must agree by written contract to all provisions of this Agreement and directives of the Governance Board pertaining to data protection, privacy, security, and compliance. Further, Trustee represents and certifies that no Member nor third party will have access to Raw Data without express written approval by Member.
- F. Trustee will ensure that no data identified and classified as Sensitive Information will be published or otherwise exported from the Data Trust except as expressly permitted by this Agreement.
- G. Trustee will ensure Members have the opportunity to inspect Aggregate Data to verify no data classified as Sensitive Information is included before such data is published.
- H. The Trustee will maintain records of access and utilization of all data deemed to be Personal Information received pursuant to this Agreement. The records will record the names of the persons and organizations accessing the data, and the description of the data accessed.

## 6. Data Trust Governance Board

- A. Designated representative(s) of Members, along with Trustee's designated representative(s), collectively form the membership of the Data Trust Governance Board.
- B. The Governance Board's responsibilities include, but are not limited to, overseeing the Data Trust to ensure that it is developed and managed in accordance with this Agreement, adopting a Data Access Level framework to be used for all Member-contributed and Trust-managed Data Resources, approving Trust-managed Data Resource access and use, developing necessary policies and privacy standards for Trust-managed Data Resources, creating and overseeing Subcommittees to address specific Data Trust needs or issues, and overseeing the Trustee in its duties in accordance with this Agreement.
- C. The Governance Board will have oversight responsibility for the following levels of data:
  - a. **Level I:** Publicly available data sources (e.g., Census, service locations, funding allocation, provider information, public health informatics, agency reports)
  - b. **Level II:** Programmatic aggregate data derived from primary data sources (e.g., numbers served, screening rates, service slots available, workforce demography)
  - c. **Level III:** Personally Identifiable information (PII) or Protected Health Information (PHI) contained in primary systems of record, electronic files, or documents.
- D. The Governance Board chair is responsible for scheduling Governance Board meetings, maintaining the list of Governance Board members, maintaining record of Governance Board vote tallies and decisions, and other duties as needed. The Director of the Children's Cabinet will act as chair, and may establish procedures for limiting the term of the chair or rotating the position among Members.
- E. By default, each Member and the Trustee have one equal vote on the Governance Board. The Governance Board may, however, vote to classify non-data contributing members as "non-voting" and/or "advisory" only as identified in Exhibit B attached hereto. Members contributing data to the Data Trust may not have their voting rights revoked by the Governance Board or by any other party or means. The affirmative vote of a majority of the Governance Board Members with voting rights is required for any action of the Governance Board.
- F. An electronic registry of all Governance Board representatives will be maintained by the Governance Board chair and updated at the request of any Member.
- G. One or more subcommittees of the Governance Board (each, a "Subcommittee") may be formed and disbanded at the pleasure of the Governance Board. The Governance Board will authorize Subcommittee action, including whether decisions of the Subcommittee are binding without Governance Board approval, or must be approved by the Governance Board before becoming official. Subcommittee membership must consist of at least one Governance Board member; other members will be nominated by Governance Board members and must be approved by the Governance Board.

## 7. Authorized Projects

- A. The Data Trust and Trust-managed Data Resources may be used to conduct Authorized Projects as specified in Exhibit D. The Trustee may obtain or provide to a Member the Trust-managed Data Resources necessary for an Authorized Project using secure methods approved by the Governance Board. The Governance Board will establish a process for approving one or more Parties or Data Trust Users (each, an "Analyst") to access Trust-managed Data Resources through the approved methods for Authorized Projects. Approved methods of access will be managed by the Trustee or its Trustee Affiliate(s).
- B. Except for Pre-authorized Uses, a prospective Analyst must submit a proposal in a form approved by the Governance Board for accessing Trust-managed Data Resources for an Authorized Project. The form shall include, without limitation, the information included within the Authorized Project and Data Sharing Form attached as Exhibit D.
- C. Each proposal for an Authorized Project must be approved by the Trustee and all Members whose Member-contributed Data Resources are proposed for access as part of the project in accordance with timelines and procedures approved by the Governance Board. However, an Authorized proposal that only requires access to Non-sensitive Information for the performance of the project may be reviewed and approved by only the Trustee using an expedited review process defined by the Governance Board and does not require the review by or approval of any Members. For proposals involving Sensitive Information, the Trustee or Members may consult with subject matter experts, including researchers, representatives of relevant interest groups, and/or other technical experts, to advise their decision on a proposal.
- D. Upon its approval of a proposal using only Non-Sensitive Information, the Trustee may permit secure access to the information via approved methods or may transmit the Non- Sensitive Information to the Analyst.
- E. Following the receipt of all required approvals for a proposal using Sensitive Information, the Analyst must enter into a written Authorized Project data sharing agreement with the Trustee in a form approved by the Governance Board. The Trustee will enter into the data sharing agreement on behalf of the Trust and all Members with Member-contributed Data Resources accessed for the Authorized Project, and through their approval of the project proposal, all such Members designate the Trustee as their authorized representative for entering into and administering the data sharing agreement with the Analyst. The agreement must stipulate the data to be used, purpose, permissions, use, analyses approved, timeline, ethical guidelines, reporting of data breach or accidental misuse, required training, approved publications, and assurances that Sensitive Information will only be used by the Analyst to carry out the project and for no other purposes. The agreement must also specify the internal controls and data security measures that will be used for the project.
- F. An Analyst that is affiliated with a state agency, not-for-profit organization, or research organization, including a university, with an Institutional Review Board (IRB), or an equivalent, will be required to get IRB approval prior to accessing any Sensitive Information.

- G. The Trustee will record and make publicly available all approved Analysts and Authorized Projects after the disclosure-proofing of all Sensitive Information involved with such projects.
- H. Publication of Research
- a. An Analyst may publish the results of an Authorized Project as stipulated in their individual data sharing agreement with the Trustee, provided such publication has been subjected to the review procedures in this Section and does not disclose Sensitive Information.
  - b. Aggregate Data generated through an Authorized Project may be published by an Analyst. However, prior to any such publication, the Trustee and all Members with Member-contributed Data Resources accessed for the Authorized Project will be able to review the Aggregate Data in accordance with timelines and procedures adopted by the Governance Board to verify no Sensitive Information is revealed.
  - c. In addition to the review described in Paragraph (H)(b) above, an Analyst will submit any proposed publication resulting from an Authorized Project to the Trustee for a feedback review process in accordance with timelines and procedures adopted by the Governance Board. During the feedback review process, the Trustee and all Members with Member-contributed Data Resources accessed for the project may assess the analyses, methods, use of data, and evaluation conclusions. The Trustee may require the inclusion of a rejoinder in the publication if the Trustee determines the Analyst has not adequately addressed feedback in the final proposed publication.
- I. Members will have thirty (30) days to determine whether a patent application or other intellectual property protection should be sought prior to the Analyst publishing their results in order to protect the Member's proprietary interests in any product or invention developed in connection with the Authorized Project.
- J. The Trustee agrees to withhold approving publication for an additional sixty (60) business days, if required, to allow Members to obtain patent protection. Upon the expiration of the sixty (60) business days, the Trustee will allow the Analyst to submit the manuscript and publish results in any manner consistent with academic standards.

## 8. Proprietary Rights

- A. Each Member will maintain ownership over any methodologies and code developed using only its own data, except for the code, software, or algorithms developed by the Trustee or Trustee Affiliate(s) specific to Member-contributed Data Resources necessary to support and maintain the Trust and Authorized Projects and Use Cases.
- B. To the extent practicable and if appropriate, Trustee and Trustee Affiliate(s) will release all software and algorithms developed or managed under Authorized Projects on behalf of the Trust as open source software within the Trust Parties unless otherwise determined by a vote of the Governance Board. In the event such software cannot be made available as open source software due to technical or other limitations, Trustee will grant Member a non-exclusive, royalty-free license to use the software for Authorized Projects and other purposes of the Data Trust. Notwithstanding anything to the contrary, Trustee is not required to license or incorporate anything into software that Trustee reasonably believes would infringe another Member's intellectual property rights or that Trustee is not authorized to license.
- C. Approved Data Trust Users will maintain ownership over any methodologies developed during the course of their Authorized Projects, unless otherwise agreed upon in the data sharing agreement with the Trustee. At no time will Trustee convey ownership rights of Member contributed data or member contributed work product without Member's consent.
- D. All developments, discoveries, inventions, improvements, and modifications (whether or not patentable) conceived and reduced to practice in carrying out Authorized Projects conducted under this Agreement (the "Inventions") will be promptly disclosed by each Party to each other Party. Inventions made solely by employees, agents, consultants, independent contractors or other representatives of the Trustee or Trustee Affiliates will be solely owned by Trustee. Inventions made solely by employees, agents, consultants or other representatives of Member, will be owned solely by Member. Inventions made jointly by employees, agents, consultants, independent contractors or other representatives of the Trustee or Trustee Affiliates, and/or employees, agents, consultants or other representatives of Member will be owned jointly by the jointly contributing Parties.
- E. This Agreement does not transfer from one Party to any other Party any intellectual property rights that existed prior to this Agreement or that are created independently of this Agreement. To the extent any such intellectual property is incorporated into the Data Trust, the owner of the intellectual property provides to all Parties a non-exclusive, royalty-free license to use the intellectual property for purposes of the Data Trust.

## 9. Liability

Each Party represents and certifies that:

- A. It has the right and necessary corporate authority to enter into this Agreement.
- B. It has obtained all necessary consents, waivers, and permission to fulfill the purposes contemplated by this Agreement. For the avoidance of doubt, each Member will be solely responsible for obtaining all necessary consents and otherwise complying with applicable law in transmitting data to the Trustee and to permit the Trustee to perform its obligations pursuant to this Agreement.
- C. ANY DERIVED DATA, AGGREGATE DATA, TRUST-OWNED DATA, AND AUTHORIZED PROJECT OUTPUTS CREATED UNDER THIS AGREEMENT ARE PROVIDED "AS IS". THE TRUSTEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR PRODUCTS OF WORK CREATED UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF NON- INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATA GENERATION, RESEARCH OR ANY INVENTION OR PRODUCT.
- D. Each Party will be responsible for its negligent acts or omissions and the negligent acts or omissions of its officers, directors, employees, and affiliates to the extent allowed by law. Except with respect to: (i) any Party's breach of applicable law, or (ii) any Party's negligence or willful misconduct, no Party will be liable hereunder for consequential, exemplary, or punitive damages (including lost profits or savings).
- E. Any Parties found to be non-compliant with the terms of this Agreement may have their Data Trust membership and/or their access to and their ability to use Trust-managed Data Resources suspended or revoked by the Governance Board. If Membership is revoked, the non-compliant Member may choose to have their associated Member-contributed Data Resources removed from the Data Trust subject to the continued availability of such data to complete any pending Authorized Projects. Restrictions and requirements imposed by any data sharing agreement(s) in place shall survive any such membership termination.

## 10. Confidentiality

- A. In performance of this Agreement, the Parties may disclose to each other, either in writing or orally, Confidential Information that is not shared with the Data Trust, but may be necessary for the Trustee to perform its duties. Such information will be marked "Confidential" by the disclosing Party.
- B. Confidential Information will be maintained in confidence during the term of this Agreement and for a period of three (3) years following the termination of this Agreement, except to the extent that it is required to be disclosed by law, regulation or judicial or administrative process. Data destruction and/or return procedures will be agreed upon by the Governance Board before any such data is shared, and documented in Exhibit B attached hereto. After such time, Confidential Information will be destroyed or returned

per the terms described in Exhibit B hereto.

- C. In such a case where legal notice of disclosure is received, the Trustee will advise the Member prior to disclosure so that the Member will have an opportunity to seek a protective order or other appropriate relief.
- D. Each Member will be responsible for disclosing their own data as required of them under relevant Federal, state, or local law. Each Member will have all responsibility for responding to any request to access Member-contributed Data Resources through public information or open records laws, and will hold the Trustee harmless for any costs or expenses incurred by the Trustee as the result of a determination made by the Member in response to any such request.
- E. No Party will disclose Confidential Information to any third party, and each Party will keep strictly confidential all Confidential Information of the other. Using reasonable means, each Party will protect the confidentiality thereof with at least the same level of effort that it employs to protect the confidentiality of its own proprietary and confidential information of like importance. Each Party receiving any such Confidential Information of the other Party may, however, disclose any portion of the Confidential Information of the other Party to such representatives of the receiving Party as are engaged in a use permitted by this Agreement and have a need to know such portion, provided that representatives: (i) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted hereby or subsequently approved by Member, and (ii) are subject to a legal duty to maintain the confidentiality thereof. No receiving Party will use the Confidential Information of a disclosing Party except solely to the extent necessary in and during the performance of this Agreement, as expressly licensed hereunder, or subsequently through electronically approved updates to this Agreement by a disclosing party. The receiving Party will be responsible for any improper use or disclosure of any of the disclosing Party's Confidential Information by any of the receiving Party's current or former representatives.

## **11. Ethical Use**

- A. Parties agree to abide by the ethical principles included in Exhibit A hereto around Data Trust creation, management, and use. Violation of these ethical principles may result in immediate revocation of Data Trust membership, revocation of access and use by approved Data Trust Users, or revocation of Trustee status by the Governance Board.
- B. Trustee or Trustee Affiliate agrees to include and maintain all directed acyclic graphs (DAGs), methods, and algorithms in a publicly available DAGs, Methods, and Algorithms registry with plain language descriptions of all relevant algorithms and models used by Trustee or its Affiliates, Members, or other Data Trust Users for informing decision making by an individual or organization using any Trust-managed Data Resource to promote and maintain algorithmic transparency.
- C. Ethical principles enumerated in this Agreement may be updated by the Governance Board. Any approved changes or additions by the Governance Board are applicable to all.

- D. Members, Trustee, Trustee Affiliate, and Data Trust Users within thirty (30) days of modification. Trustee must update the online registry of ethical principles within 7 Data Trust Users of the changes to the ethical obligations within 14 days of approval.

## 12. Term and Termination

- A. The initial term of this Agreement will commence on the Effective Date and will remain in effect until all Members agree to terminate. The Agreement will automatically renew each year unless the Governance Board votes to terminate it. The Parties may also jointly renew this Agreement for an additional term longer than one year if the work necessary to achieve the purposes of the Data Trust is not complete. Any Member may withdraw from this Agreement without cause upon thirty (30) days' prior written notice to the other Parties. Upon withdrawal, the withdrawing Member may elect to have the Trustee return or destroy its Member-contributed Data Resources or allow the Trustee to continue to work with such data subject to the terms of this Agreement.
- B. Notwithstanding anything contained in this Agreement to the contrary, each Member's rights and obligations under this Agreement may be expressly subject to an annual appropriation being made by the Member in an amount sufficient to allow Member to perform its obligations under this Agreement. If sufficient funds are not appropriated the Trustee may provide notice that they have 30 days to provide sufficient funds or they will be withdrawn from the Agreement. Members' obligations under this Agreement do not constitute a general obligation for indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the relevant State.

## 13. Miscellaneous

- A. **Amendments.** Except as otherwise expressly provided herein, including but not limited to Section 3.B, this Agreement may not be modified, amended or altered in any way except by a written agreement signed by the Parties.
- B. **Assignment.** No Party may assign this Agreement or delegate any of its duties, in whole or in part, without the prior written or electronic consent of the other Parties; provided, however, that: (i) the Trustee may assign this Agreement and delegate its duties to a Trustee Affiliate; and (ii) any Party may assign this Agreement to an entity that acquires all or substantially all of the assets or business of such Party. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment will be null and void and of no force or effect.
- C. **Counterparts.** This Agreement, and any amendments thereto, may be executed in multiple counterparts, each of which will be deemed an original and all of which together will be deemed the same agreement. For purposes of this Agreement, a facsimile copy, a scanned printable document format (pdf) of a Party's signature, or other similar electronic means will be sufficient to bind such Party.



- D. **Force Majeure.** No Party will be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, terrorist activities, riots, fires, pandemics, and similar causes beyond such Party's control.
- E. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the internal substantive laws of Kansas.
- F. **Publicity.** No Party will make reference to the Data Trust or any other Party's participation in the Data Trust in a press release or any other written statement without the other Party's prior consent, which consent will not be unreasonably withheld, if it is intended for use in the news media. If there is no notice or disapproval within 48 hours after delivery to the other Parties for their review, the material will be deemed approved. Notwithstanding the foregoing, Trustee will be permitted to use Member's name in a list of Data Trust Members that may also include a brief description of the Trust goals and priorities.
- G. **No Third Party Beneficiaries.** This Agreement is entered into solely among, and may be enforced only by, the Parties. This Agreement will not be deemed to create any rights or causes of action in or on behalf of any third parties, or to create any obligation of a Party to any such third parties.
- H. **Entirety.** This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements, or communications, whether written or oral, that have been made by any Party.
- I. **Severability.** In case any provision in this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected.
- J. **Non-waiver.** Failure of a Party to insist on performance of any term or condition of the Agreement, or to exercise any right or privilege hereunder, will not be construed as a continuing or future waiver of such term, condition, right, or privilege.
- K. **Authority to Execute.** Each Party represents and warrants to the other Parties that this Agreement has been duly authorized, executed, and delivered by and on behalf of each such Party, and constitutes the legal, valid, and binding agreement of said Party.
- L. **Survival.** Those obligations under the Agreement, which by their nature are intended to continue beyond the termination or expiration of the Agreement, will survive the termination or expiration of this Agreement. This includes, without limitation, the obligations relating to the protection of Confidential and Personal Information and the hold harmless agreements.

## 14. Signatories

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by proper

persons thereunto duly authorized.

**Kansas Children's Cabinet and Trust Fund**

By: Melissa Rooker

Name: Melissa Rooker

Title: Executive Director

Date: 4.19.2021

**Kansas Department of Health and Environment**

By: Lee A. Norman M.D. aly

Name: Lee A. Norman, M.D.

Title: Secretary

Date: 4/14/2021

**Kansas Department of Children and Families**

By: Laura Howard

Name: Laura Howard

Title: Secretary

Date:

**Kansas State Department of Education**

By: Randy Watson  
Name: Randy Watson

Title: Commissioner

Date: 4.15.2021

**Kansas Department of Corrections**

By: Jeff Zmuda  
Jeff Zmuda (Jun 10, 2022 17:54 CDT)

Title: Secretary

Date: Jun 10, 2022

## **EXHIBIT A**

# **Kansas Early Childhood DATA TRUST Values and Ethical Principles**

### Values

The Data Trust including, Trustee, Members, and Data Trust Users, commit to the following key values in developing and maintaining the Data Trust-managed Data Resources, Authorized Projects, and other uses and functions of the Data Trust.

### Equity

Equitable life outcomes start with an early childhood system that acknowledges children and families experience disproportionate access and opportunity across race, ethnicity, socio-economic status, gender identity, sexual orientation, physical and developmental abilities, home language, and geography. Parties are committed to:

- meeting the diverse and unique needs of all Kansas families by integrating systems-wide approaches to ensure basic needs are available and accessible
- elevating family voice and choice
- utilizing data in ethical, timely, and responsive ways in partnership with communities and a broad array of experts
- equitably funding programs

### Fairness

Parties are committed to understanding, mitigating and communicating any known presence of bias in both data practice and consumption.

## Benefit

Parties are committed to recognizing the needs of people before data and to being responsible for maximizing social benefit and minimizing harm when using data derived from individuals' experiences or perceptions.

## Openness

Parties are committed to practicing humility and openness when enacting data trust functions. This includes being transparent about practices, engaging with communities and their unique needs, and holding parties responsible to communicate clearly and without bias regarding actions taken as a data trust.

## Reliability

Parties will ensure that every effort is made to glean a complete understanding of data, where it came from, and how it was created. This effort includes future users of all data and derivative data.

## Empathy

Parties will have empathy for partners in the Data Trust, and for the individuals and their experiences from which the data is derived.

## Ethical Principles

All Data Trust Members, Trustee and Affiliates, Evaluators and other Data Trust Users commit to:

1. Consider collecting informed and purposeful consent of individuals for all projects, regardless of legal requirements, putting procedures in place when individuals do not consent for their data to be used, and discarding data when consent period expires.
2. Make best efforts to guarantee the security of data, subjects, and algorithms to prevent unauthorized access, disclosure of sensitive information, policy violations, tampering, or harm to individuals.
3. Make best efforts to protect anonymity of individuals, and any associated data, against any attempts to reverse-engineer, de-anonymize, or otherwise expose confidential information.
  - A. This includes all intermediate results, working with individuals or entities to help them maintain the anonymity of all data and parties involved, and supporting the rights to explanation, recourse, and rectification for any individuals directly impacted by data work conducted under this Data Trust.

4. Practice responsible transparency as the default where possible, throughout the entire data lifecycle.
  - A. This includes providing enough context and documentation to enable other trained practitioners to understand and evaluate the use of data.
5. Foster diversity and openness by making efforts to ensure inclusion of individuals from a variety of communities and socioeconomic backgrounds and with a broad representation of viewpoints.
  - A. This can be achieved by: being conscious of, and owning the results of actions, regardless of intent; promoting the voices of marginalized groups; acknowledging and self-checking privilege; accepting checks of privilege by others in good faith, and using privilege to advocate for equity.
  - B. The data trust community will not remain silent when witnessing others behaving in a manner that is not accessible, open, welcoming and inclusive.
6. Acknowledge and mitigate unfair bias throughout all aspects of data work.
  - A. This includes but is not limited to providing details and methodologies around data collection, processing and storage; and actively working to identify and disclose bias in algorithms, training data, and test data.
7. Respect the needs of all stakeholders as they relate to privacy and data ownership.
8. Take great care to communicate clearly, responsibly and accessibly.
  - A. This includes: acknowledging and disclosing caveats and limitations to the process and outputs; considering and providing clear opportunities for feedback from all stakeholders; considering and discussing whether something should be done (not just if it can be done); and clearly identifying and communicating who may be impacted, and how they are impacted, in order to minimize any potential harm from data work.
9. Ensure that all data practitioners associated with this Data Trust take responsibility for exercising ethical imagination in their work, including considering the implication of what came before and what may come after, and actively working to increase benefit and prevent harm to others.

## **Exhibit B**

# **Early Childhood Data Trust Governance Board Structure and [Draft] Policies and Procedures**

### Data Trust Governance Board Structure

The Kansas Early Childhood Data Trust Governance Board (Governance Board) will consist of, at a minimum, one voting representative from each data contributing State Agency and will function under the purview of the Kansas Children's Cabinet. The Governance Board manages, monitors, and sustains the Data Trust over time and serves as the Data Trust's decision-making body, ensuring the development and deployment of the Data Trust adheres to the data, technical and acceptable use specifications outlined in this DTA.

The Governance Board will be responsible for determining which entities (e.g., research partners, state agencies, contractors, etc.) will carry out key activities such as data management, matching, analysis, tool/dashboard development, reporting findings, etc. for each approved Authorized Project under the DTA.

The Governance Board will be chaired by the Kansas Children's Cabinet Executive Director. Each Member will designate their Governance Board representative. Additional members may be recommended by the Trustee and Governance Board members and will be approved by a vote of the Governance Board. The Governance Board as a whole will report directly to the Kansas Children's Cabinet.

The Governance Board will meet semi-annually, or as determined by pending requests. The Governance Board will approve all policies and procedures related to data trust managed resources, data classification and sharing, and membership in the Data Trust.

Until or if rescinded by the Chair, the University of Kansas Center for Public Partnerships and Research (CPPR) will serve as Trustee Affiliate. CPPR will support the Governance Board Chair in facilitating Governance Board meetings. Additionally, CPPR's responsibilities as Trustee Affiliate include, but are not limited to:

- Trustee Affiliate, in consultation with Parties and Board Members, will develop approved policies and procedures related to data access classification schema, data archiving/return/disposal, onboarding and exiting of data users and Parties within the Trust, and data transmissions.

- Trustee Affiliate, at the direction of the Trustee, will be responsible for providing oversight on selecting and coordinating appropriate vendor(s) to build the technical infrastructure necessary for cataloging or integrating member-contributed data resources for the purpose of creating trust-managed data resources.
- Trustee Affiliate, at the direction of the Trustee, may provide guidance and support for reviewing all Authorized Project requests to ensure that the applicant has addressed all technical requirements for data management, storage, and processes for inclusion in the Data Trust resource directory.

## Approved Policies and Procedures

[Approved policies should include, at a minimum, Data Access Classification Schema, Data Archival/Return/Disposal, On-boarding of New Users, Data Trust Member Exit Policy and Procedures, Data Transmissions.]

## Member-Contributed Data Resources

[This section will be completed by Data Trust Members when they have an understanding of the data elements they will be contributing to the Data Trust as separate attachments to Exhibit B]

Member-contributed Data Resource (Data elements being provided by Members)	Source of Data	Limitations on Use or Access	Description of Data Resource (Metadata associated with the Data Resource, such as definition, format, etc.)

## Trust-Managed Data Resources

[This section will be completed by Trustee Affiliate as Trust-managed Data Resources are approved by the Governance Board]

Trust-Managed Data Resource (Data resources resulting from the combination of Member- contributed data resources)	Associated DAGs, Methods, & Algorithms	Limitations on Use or Access	Description of Data Resource (Metadata associated with the Data Resource, such as definition, format, etc.)



# EXHIBIT C

## Data Trust Goals, Authorized Projects and Allowable Uses

### Goals

The overarching goal of the Kansas Early Childhood Data Trust is to improve the coordination and delivery of services among Parties to families and children prenatally through kindergarten entry and improve outcomes for those children and families. High quality data regarding the experiences of children in our ECCE system is key to meeting the needs of vulnerable and underserved populations. We cannot achieve equity, access, and quality within our early childhood system without data, analytics, monitoring, and governance. This Data Trust seeks to:

Improve the quality of data within and across early care and education organizations to ensure equitable access and availability of high-quality services for children birth to five.

Maximize existing data resources and/or leverage new technical infrastructure to conduct cohort, program, and policy analysis and research that informs decision making by policymakers and program administrators.

Provide an annual state-level analysis of children and families receiving services across the state to identify needs and gaps in the delivery of early childhood services resulting in an unduplicated count of children/families served.

### Authorized Projects

All Authorized Projects initiated by Trustee or reviewed and approved by the Data Governance Board will be listed here and updated.

## Exhibit D.1

# Kansas Early Childhood Investments to Prevent Child Maltreatment - Oct 2020

### Other Pre-authorized Uses

Data classification levels determine pre-authorized use.

- **Level I:** Publicly available data sources (e.g., Census, service locations, funding allocation, provider information, public health informatics, agency reports)
- **Level II:** Programmatic aggregate data derived from primary data sources (e.g., numbers served, screening rates, service slots available, workforce demography)
- **Level III:** Personally Identifiable information (PII) or Protected Health Information (PHI) contained in primary systems of record, electronic files, or documents.

All Level I data provided by agencies or publicly available is pre-authorized for use by Data Trust Members and the public.

All Level II data provided by Members is pre-authorized for use by Data Trust Members and Authorized Project analysts unless otherwise noted for restriction; public use may be restricted. Data Trust Members must declare restrictions on any Data Trust Managed Resource containing Level II data. Level II data may be used for Authorized Projects by analysts or by other Data Trust Members to carry out the goals of the Data Trust or to improve internal communication, service analysis, or quality improvement activities.

There are no pre-authorized uses of Level III by Data Trust Members or public.

Member Added Pre-Authorized Uses

[Parties may add restrictions to Level II data resources here

## EXHIBIT D

### Authorized Project Information and Interagency Data Sharing Request Form

This application is a formal request to create a data sharing project as part of the Kansas Early Childhood Data Trust Agreement. Participating parties will submit this application, along with a project-specific data sharing agreement, to be approved or reviewed by the Trustee or Early Childhood Data Governance Board.

### Title Background

(Provide a summary of the project focus, including the need, purpose, and research/policy questions to be addressed by this Authorized Project)

### Rationale for Resources and Effort

(Provide anticipated benefits and intended use of this information to Parties, policymakers, service providers, children/families, or general public)

### Analyst, Organization or Party Responsible for Conducting Project

(Provide name(s), organization(s) responsible for carrying out project)

#### Protection of Human Participants

(Will this Authorized Project require additional consent procedures or Institutional Review Board IRB approval; if so, describe how will this be obtained)

### Data Trust Member(s) or Data Sources Involved

(Provide information on agencies or data trust members who may contribute or share data for this Authorized Project; describe any other data sources that may be included or used in this Authorized Project outside of Data Trust Members)

## Data Classification Level

(Please specify which classification of data this Authorized Project will require, select all that apply)

- Level I: Publicly available data sources (e.g., Census, service locations, funding allocation, provider information, public health informatics, agency reports)
- Level II: Programmatic aggregate data derived from primary data sources (e.g., numbers served, screening rates, service slots available, workforce demography)
- Level III: Personally Identifiable information (PII) or Protected Health Information (PHI) contained in primary systems of record, electronic files, or documents.

## Description of Data Management Infrastructure, Technical Specifications or Procedures, and Personal information Procedures

(Please provide description of how data sources will be managed, technical specifications or procedures required to carry out this project including matching, merging, storing, and analytic tools to be used. Please describe procedures for protecting any Level III Personal Information, including collecting, aggregating, anonymizing, securing, and sharing Personal Information among Parties)

## Data Sharing Agreement Process

(Will an interagency data sharing agreement be needed for this Authorized Project? If so, complete the form below with data source specifications, elements, and conditions. If not, describe how and where data resources will be obtained)

## Interagency Data Sharing Agreement Form Template

This Authorized Projects and Interagency Data Sharing Request Form (this "Form") is made as of [DATE] by and between ("Member") and ("Member) and Kansas Children's Cabinet and Trust Fund, ("Trustee") on behalf of the Kansas Early Childhood Data Trust (the "Data Trust"). Member, Trustee, Data Trust may each individually be referred to herein as a "Party" and collectively as the "Parties."

### Background

The Parties are parties to a Data Trust Agreement dated as of October 1, 2020 (the "Agreement") pursuant to which the Parties agreed that its Authorized Users may access and use certain data and other information from the Data Trust. This Addendum is an Authorized Projects and Interagency Data Sharing Request Form as that term is defined in the Agreement.

## Defined Terms

Capitalized terms used and not defined in this Addendum have the meanings set forth in the Agreement.

## Requested Data

Within 30 days following the date of this Authorized Projects and Interagency Data Sharing Request Form, Member and Trustee will provide the Analyst identified in Exhibit D. I with access to, or a copy of, the data outlined below.

## Analyst/Authorized User Obligations

### *Confidentiality*

Analyst and each Authorized User will maintain the Approved Data in strict confidence, and not disclose the Approved Data to any other person or entity. Analyst and each Authorized User will protect the Approved Data using the same level of efforts that it employs to protect similar sensitive, proprietary, or confidential information in its possession, but in any event will use a reasonable level of efforts. The foregoing shall not apply to the extent that the Approved Data: (i) was in the public domain or otherwise enters the public domain through no fault of Analyst or any Authorized User; (ii) was already in the possession of Analyst or a Authorized User at the time of receipt from the Trustee without a duty of confidentiality; (iii) was received from a third party that was not under a duty of confidentiality with respect to the Approved Data; or (iv) was independently developed by Analyst or any Authorized User without reference to the Approved Data.

### *Non-Commercial Research Use*

Analyst and each Authorized User will not use, share, copy, distribute, or otherwise exploit any Approved Data except for the purpose of the Authorized Project Use(s).

Compliance with Applicable Laws and Terms. Analyst and each Authorized User will

- i. access, store, maintain, disclose, secure and use the Approved Data in accordance with all Applicable Laws, and
- ii. comply with the terms and conditions of the Agreement and this Authorized Projects and Interagency Data Sharing Request Form, including, without limitation, those terms and conditions set forth on Exhibit C, E, and F of Data Trust Agreement.

*Data Removal and Destruction*

Analyst is responsible for following data removal and destruction policies and procedures as outlined in the Terms section below. In addition, if a Member is removed from the Data Trust and desires their data be deleted from existing calculation, Analyst acknowledges and is responsible for removing or deleting data form already calculated data sets as outlined by data providers in this event.

*Data classification level requested*

- Level I: Publicly available data sources (e.g., Census, service locations, funding allocation, provider information, public health informatics, agency reports)
- Level II: Programmatic aggregate data derived from primary data sources (e.g., numbers served, screening rates, service slots available, workforce demography)
- Level III: Personally Identifiable information (PII) or Protected Health Information (PHI) contained in primary systems of record, electronic files, or documents.

*Description of Data Requested*

Data Contributor	Data System and File	Data Variables	Timeframe

*Approved Users, Uses, and Access Level*

[Data Trust Members should insert any approved users, uses, and access levels for their member-contributed data Resources. Trustee should do so for Trust-managed Data Resources.]

User Name	Data Trust Resource	Access Level	Approved Use

# Description of Data Management Infrastructure, Technical Specifications or Procedures, and Personal information Procedures

[Please provide description of how data sources will be managed, technical specifications or procedures required to carry out this project including matching, merging, storing, and analytic tools to be used. Please describe procedures for protecting any Level III Personal Information, including collecting, aggregating, anonymizing, securing, and sharing Personal Information among Parties.]

## Terms

[Data Trust Members may add additional terms and conditions to the Data Sharing Agreement]

Duration of data sharing:

Confidential/secured manner to transport data: Manner of Storing Data:

Data archiving, return or disposal policies, if applicable: Miscellaneous:

## Signatories

[Data Trust Trustee Name]	[Data Trust Member Name]
By:	
Name:	Name:
Title:	Title:
Date:	Date:

[Data Trust Member Name]	[Data Trust Member Name]
By:	
Name:	Name:
Title:	Title:
Date:	Date:

## **Exhibit E**

### **Additional Conditions, Memoranda of Understanding, or Existing Data sharing agreements Governing Member Contributed Data**

[Data Trust Members should include copies of any existing Memoranda of Understanding, or Data sharing agreements]

Supporting Documents:

1. State Interagency Memorandum of Understanding: Collaboration and Coordination of Services for Families and Children Prenatally through Kindergarten Entry (2017)



# **State Interagency Memorandum of Understanding**

Collaboration and Coordination of Services for Families and  
Children Prenatally through Kindergarten Entry

Kansas Department of Health and Environment Kansas State Department of Education

Kansas Department for Children and Families

Region VII Department of Health and Human Services,  
Administration for Children and Families

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) among the Kansas Department of Health and Environment, hereinafter referred to as KDHE, the Kansas State Department of Education, hereinafter referred to as KSDE, the Kansas Department for Children and Families, hereinafter referred to as DCF, and the Region VII Department of Health and Human Services, Administration for Children and Families, hereinafter referred to as the ACF Regional Office, and collectively referred to as Collaborative Partners, is made to assure attainment of a mutual goal among agencies and their programs for the provision of services to families and children prenatally through kindergarten entry.

## 1. AUTHORITY FOR MOU

As a condition of receiving federal funds, Part C of the Individuals with Disabilities Education Act (IDEA), 34 CFR 303, and the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, Social Security Act, Title V, Section 511(c)(42 U.S.C. 711(c)), as added by Section 2951 of the Patient Protection and Affordable Care Act (P.L. 111-148), requires the lead agency to ensure cooperation and coordination among State agencies involved in identifying and delivering services to eligible children and their families through the development of memoranda of understanding with these State agencies. The Department Secretaries, the Commissioner of Education, and the ACF Regional Office are authorized to enter into agreements and make commitments which shall be binding on the operation of the programs of the agencies.

WHEREAS, authority exists in law for Collaborative Partners to work together for the benefit of families and children prenatally through kindergarten entry;

WHEREAS, the KDHE is a Collaborative Partner and the designated Lead Agency for the administration of the Title V Maternal and Child Health Services Block Grant; Kansas Special Health Care Needs Program; Part C Infant-Toddler Program under IDEA; Child Care licensing; Early Childhood Comprehensive Systems; and the Maternal, Infant and Early Childhood Home Visiting Program;

WHEREAS, the KSDE is a Collaborative Partner and the designated Lead Agency for the administration of Part 8 Section 619 of IDEA; Parents as Teachers; the State Pre-Kindergarten Program; Kansas Preschool Program; and Education for Homeless Children and Youth (McKinney-Vento) Program;

WHEREAS, the DCF Is a Collaborative Partner and the designated Lead Agency for Kansas Early Head Start; the Head Start Collaboration Office; Child Care Subsidy; Prevention and Protection Services; and Title II of the Child Abuse Prevention and Treatment Act (CAPTA);

WHEREAS, the ACF Regional Office Is a Collaborative Partner and Lead Agency for administration of the Federal Head Start Program and Child Care Program;

WHEREAS, this MOU is guided by the Head Start Program Performance Standards; state and federal regulations implementing Part B, Section 619 and Part C of the IDEA, Section 504 and the Rehabilitation Act of 1973; Child Abuse Prevention and Treatment Act (CAPTA); Americans with Disabilities Act (ADA); and the McKinney-Vento Homeless Assistance Act of 1986;

NOW THEREFORE, the Collaborative Partners agree to all of the following sections of this MOU and its Appendices.

## **2. STATEMENT OF COMMON PURPOSE**

The purpose of this MOU is to facilitate the development of a cooperative relationship enhancing coordination among the Collaborative Partners. The parties to this MOU are committed to:

- Maximize the use of federal, state and local resources.
- Support a comprehensive system of services for all children, including those with developmental delays and/or disabilities, and their families.
- The coordination of screening, referrals, follow-up and service coordination, transition, systems and data coordination, and other common practices among partners including encouraging the development of local level interagency agreements to address coordination.
- Promote Inclusion of all children through the integration of services in the natural/least restrictive environment.
- Enhance the awareness of the needs of children and families to promote coordination among programs.
- Coordinate and participate In project planning, implementation, and/or evaluation.

### **3. OPERATING PRINCIPLES FOR DELIVERING SERVICES**

#### **A. CONFIDENTIALITY**

Confidentiality must be maintained. Collaborative Partners are the stewards of information on children and families and share only Information necessary for their shared work, and as permitted by state and federal statutes and regulations, including but not limited to the Health Insurance and Portability and Accountability Act (HIPPA) of 1996, the Family Educational Rights and Privacy Act (FERPA), and the Kansas Student Data Privacy Act.

Further, the Collaborative Partners recognize the parent holds the authority for release of information.

#### **B. PARENT/FAMILY ENGAGEMENT**

Valuing parents and families as full partners and decision-makers in their children's care, development, and learning, the Collaborative Partners support embedding policies and practices in all aspects of program and community work to help ensure families are fully involved in strengthening services, and that programs are meaningfully and intentionally supporting families and children (i.e., Kansas Family Engagement and Partnership Standards for Early Childhood).

#### **C. COORDINATION ACROSS PROGRAMS**

The Collaborative Partners facilitate coordination of local programs to develop information that is shared with families to aid in easy access to services prenatally and birth through kindergarten entry that is respectful of parent choice in program participation.

#### **D. BEST PRACTICES**

The Collaborative Partners support the use of best practices including the Kansas Early Learning Standards, the Kansas Family Engagement and Partnership Standards for Early Childhood, and the National Standards for Systems of Care for Children and Youth with Special Health Care Needs.

#### **E. SCREENING, REFERRAL AND FOLLOW-UP**

Understanding that early Identification of children who have health or developmental concerns is a shared value, the expectation is that all Collaborative Partners facilitate the early identification of children that may have disabilities through screening activities using valid and reliable tools and a shared understanding of criteria that merits a referral. If the screening conducted by a primary referral source (i.e., home visiting program, early childhood education program, physicians, health department, etc.) indicates the child is suspected of having a developmental delay or a diagnosed condition known to result in a developmental delay, the child must be referred to Infant-Toddler Services/tiny-k network within 7 days according to Part C of the IDEA (CFR 303.303(a)(2)(1).

When a case of substantiated child abuse or neglect by DCF is made regarding a child victim less than three years old, a referral will be made to the Infant-Toddler Services/tiny-k network pursuant to the federal mandate of the Child Abuse Prevention and Treatment Act (CAPTA).

**F. TRANSITION**

To ensure seamless services, avoid lapses in services or confusion for children and families, the Collaborative Partners recommend that all types of transitions at the local level be done collaboratively, timely, and include the family and all service providers.

**G. DATA**

The Collaborative Partners value valid and reliable data in guiding decisions about the effectiveness, efficiency and efficacy of program service delivery models. Collaborative Partners will strive to improve methods of data collection based on child specific data element matches to generate aggregate information on program or service outcomes.

**H. PROFESSIONAL DEVELOPMENT**

A competent workforce is essential to ensuring quality, appropriate services, therefore the Collaborative Partners will strive to coordinate and improve effective training and professional development for service providers.

**I. SYSTEMS IMPROVEMENT**

To promote shared results for children and families, the Collaborative Partners will facilitate cross-agency efforts to support the continued development and improvement of a comprehensive, unified early childhood system.

**4. PROCEDURE FOR RESOLUTION OF DISPUTES**

Agencies recognize the complexity of interagency collaboration of comprehensive programs. The Collaborative Partners will keep communication open and frequent at formal and informal levels.

**A. Intra-agency Disputes**

Intra-agency disputes shall be resolved within each individual agency. Each state agency is responsible for procedures regarding resolution of internal disputes following department policies.

**B. Interagency Disputes**

Interagency disputes which develop in the course of this MOU shall be resolved by discussion between the concerned parties at the organizational level closest to the problem. If the disagreement cannot be resolved informally at this level, it shall be referred to and resolved by the Secretaries or designees of KDHE, DCF, the Commissioner of Education or designee, and the ACF Regional Office or designee. This will be done by a letter outlining the problem and circumstances with a request for a meeting between the Secretaries, the Commissioner, the ACF Regional Office or their designees, and other affected parties.

## 5. SUPERVISION AND MONITORING

The Collaborative Partners are responsible to ensure that their individual programs and activities are administered, supervised, and monitored in accordance with statute, regulations, and policies and procedures. Self-assessment and monitoring procedures have been developed to ensure effective program evaluation and compliance with statute and regulations.

## 6. PROVISION FOR PERIODIC REVIEW OF THE MOU

This MOU shall be in effect upon signature by the Secretaries of KDHE and DCF, the Commissioner of Education, and the ACF Regional Office. It is continuing in nature until such time as it is terminated by any party. This MOU is not invalidated by a change in the Secretary of KDHE or DCF, the Commissioner of Education, or the ACF Regional Office.

The MOU will be reviewed annually and revised when laws and regulations are amended or when any party requests a formal change.

## 7. TERMINATION

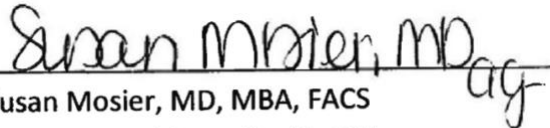
This MOU may be terminated by a written notice to all parties three months prior to the termination. Termination of the MOU by KDHE or DCF must be approved by the Governor. Termination of the MOU by KSDE must be approved by the State Commissioner of Education. Termination of the MOU by the ACF Regional Office must be approved by the designated official representative of this office.

## 8. ADDENDA

Any attached Individual program addenda shall be considered with this MOU. Revisions of an individual program addendum may be made without affecting the terms of this MOU.

This MOU shall become effective after signatures are affixed by the Commissioner of KSDE, the Secretary of KDHE, the Secretary of DCF, and the ACF Regional representative.

Kansas Department of Health and Environment

  
Susan Mosier, MD, MBA, FACS  
Secretary and State Health Officer

Date: 2-9-17

## 9. SUPERVISION AND MONITORING

The Collaborative Partners are responsible to ensure that their individual programs and activities are administered, supervised, and monitored in accordance with statute, regulations, and policies and procedures. Self-assessment and monitoring procedures have been developed to ensure effective program evaluation and compliance with statute and regulations.

## 10. PROVISION FOR PERIODIC REVIEW OF THE MOU

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The MOU will be reviewed annually and revised when laws and regulations are amended or when any party requests a formal change.

## 11. TERMINATION

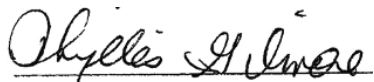
This MOU may be terminated by a written notice to all parties three months prior to the termination. Termination of the MOU by KDHE or DCF must be approved by the Governor. Termination of the MOU by KSDE must be approved by the State Commissioner of Education. Termination of the MOU by the ACF Regional Office must be approved by the designated official representative of this office.

## 12. ADDENDA

Any attached individual program addenda shall be considered with this MOU. Revisions of an individual program addendum may be made without affecting the terms of this MOU.

This MOU shall become effective after signatures are affixed by the Commissioner of KSDE, the Secretary of KDHE, the Secretary of DCF, and the ACF Regional representative.

Kansas Department for Children and Families



Phyllis Gilmore

Secretary

4/20/17

Date

## 13. TERMINATION

This MOU may be terminated by a written notice to all parties three months prior to the termination. Termination of the MOU by KOHE or OCF must be approved by the Governor. Termination of the MOU by KSDE must be approved by the State Commissioner of Education. Termination of the MOU by the ACF Regional Office must be approved by the designated official representative of this office.

#### 14. ADDENDA

Any attached Individual program addenda shall be considered with this MOU. Revisions of an Individual program addendum may be made without affecting the terms of this MOU.

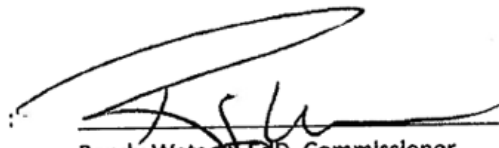
This MOU shall become effective after signatures are affixed by the Commissioner of KSDE, the Secretary of KDHE, the Secretary of DCF, and the ACF Regional representative.

Signature:

Date:

Susan Mosler, MD, MBA, FACS,

Secretary Kansas Department of Health and Environment

  
\_\_\_\_\_  
Randy Watson, EdD, Commissioner  
Kansas State Department of Education

Date: 8/3/17

Signature:

Signature:

Date:

Phyllis Glimore, Secretary

#### Kansas Department for Children and Families

Signature:

Date:

Clarence Small, Regional Program Manager  
Administration for Children and Families Regional Office

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Kindergarten Entry-KDHE, KSDE, DCF, HHS

Kansas Department of Health and Environment



Program Name	Description	Governing Statutes
Part C Infant-Toddler Services	<p>The purpose of Kansas Infant-Toddler Services is: To enhance the development of infants and toddlers with disabilities, to minimize their potential for developmental delays and to recognize the significant brain development that occurs during the child's first three years;</p> <p>To enhance capacity of families to meet the special needs of their Infants and toddlers with disabilities. KDHE provides grants to local networks to assist in maintaining and Implementing a statewide system of coordinated, comprehensive, multidisciplinary early intervention services for infants and toddlers with disabilities (birth through 2) and their families. The law requires that services be provided in places where a child would be if he or she did not have a developmental delay or a disability, including child care, in their home and community.</p>	<p>Individuals with Disabilities Act (IDEA), 2004 CFR, Title 34, Volume 2 (revised July 1, 1999) K.A.R. 28-4; 550-572 K.S.A. 75-5648 - 5649</p>
Maternal, Infant, and Early Childhood Home Visiting Program	<p>The Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program is funded by the Health Resources and Services Administration, U.S. Department of Health and Human Services in partnership with the Administration for Children and Families. The MIECHV Program is designed to implement evidence-based, voluntary programs for pregnant women and families with children birth to kindergarten entry, and improve the coordination of comprehensive services in at-risk communities toward the following goals:</p> <ul style="list-style-type: none"> <li>• Improve maternal and child health,</li> <li>• prevent child abuse and neglect,</li> <li>• encourage positive parenting, and</li> <li>• promote child development and school readiness.</li> </ul>	<p>Social Security Act, Title V, Section 511(c)(42 u.s.c. 711(c)), as added by Section 2951 of the Patient Protection and Affordable Care Act (P.L. 111-148)</p>
Early Childhood Comprehensive Systems Impact	<p>The purpose of Early Childhood Comprehensive Systems Impact, funded by the Health Resources and Services Administration, U.S. Department of Health and Human Services, is to enhance early childhood systems building and demonstrate improved outcomes in population-based children's developmental health (i.e., surveillance, screening, referral, and follow up to ensure linkages and early intervention services for children birth through kindergarten entry) and family well-being (i.e., prevention, screening, referral and follow-up of services related to maternal depression and trauma-informed care) indicators using a Collaborative Innovation and Improvement Network (CoIIN) approach.</p>	<p>Social Security Act, Title V, section 501(a)(3)(c) as amended (42 u.s.c. 701(a)(3)(c))</p>

Program Name	Description	Governing Statutes
Title V Maternal and Child Health Services	Title V's mission is to improve the health and well-being of the mothers, infants, children and youth, Including children and youth with special health care needs and their families. Specifically, state Title V Maternal and Child Health (MCH) programs assure access to family-centered, community based systems of coordinated care, especially for people with low-Incomes or limited availability of care, and provide assistance in the reduction of infant mortality. The program is funded through Health Resources and Services Administration's Maternal and Child Health Bureau. Title V MCH Block Grant funds support the provision of maternal and child health services distributed to a number of organizations and programs across the state which target the improvement of the health of all women and Infants, children and adolescents, and children with special health care needs.	Title V of the Social Security Act
Kansas Special Health Care Needs Program	The Kansas Special Health Care Needs (KS-SHCN) Program promotes the functional skills of persons, who have or are at risk for a disability or chronic disease. The program is responsible for the planning, development, and promotion of the parameters and quality of specialty health care in Kansas in accordance with state and federal funding and direction. KS-SHCN provides specialized medical services to infants, children and youth up to age 21 who have eligible medical conditions. Additionally, the program provides services to persons of all ages with metabolic or genetic conditions screened through the Newborn Screening. Services may include diagnostic evaluations, treatment services or care coordination. This program assures that medical specialty services are accessible through a contractual system and provides diagnostic evaluations, case management, treatment services, and financial assistance to individuals with qualifying conditions and income, and their families, across the state.	Social Security Act, Title V, Section 501(a)(1)(d) K.S.A. 65-Sa01 through K.S.A. 65-Sa16 K.A.R 28-4-401 through K.A.R. 28-4-408.
Child care Licensing Program	<p>The purpose of the Child Care Licensing Program is to ensure the health, safety and wellbeing of children in out-of-home child care by:</p> <ul style="list-style-type: none"> <li>• Establishing and enforcing requirements for the operation of child care facilities.</li> <li>• Increasing the state-wide availability of regulated facilities that meet or exceed standards.</li> <li>• Reducing predictable health and safety risks to children in child care.</li> <li>• Providing consumer protection for children and families.</li> <li>• Providing public awareness of the need for quality child care.</li> <li>• Conducting timely and accurate inspections.</li> </ul>	K.S.A. 65-501, K.S.A. 65-12

Program Name	Description	Governing Statutes
	<ul style="list-style-type: none"> <li>Conducting complaint investigations.</li> </ul>	

## Kansas State Department of Education

Program	Description	Governing Statutes
Part B, Section 619	Section 619 of Part B of IDEA, defines the preschool program which guarantees a free appropriate public education to children with disabilities ages three through five. Under this program preschool children who have disabilities are entitled to Special Education and Related Services in the Least Restrictive Environment. It addresses Individual needs within the context of developmentally appropriate activities, including early learning experiences in language, pre-reading and writing skills, play, and other social emotional areas.	Individuals with Disabilities Education Improvement Act (IDEA 2004) 34 CFR Part 300 KSA 72-1204 K.A.R. 91-40-7 Child Find
Parents as Teachers	Kansas Parents as Teachers is a home-based program of parent education for families with children prenatal up to 3 years of age designed to give children the best possible start in life and to prepare them for school success by supporting parents in their role as children's first and most important teachers. The PAT program includes regularly scheduled personal visits, group meetings, monitoring of children's progress and a referral network.	K.S.A. 72-3603 et seq.
State Pre-Kindergarten Program	The State Pre-Kindergarten Program is for children who meet one or more of eight specified criteria: single parent; free lunch; English Learner; parent without high school diploma; teen parents; migrant status; DCF referral; academically or developmentally delayed based on valid assessments. The purpose of the program is to promote the children's readiness for success in Kindergarten.	Fiscal statute only. The statute is part of the school funding bill.
Kansas Preschool Program	The focus of the Kansas Preschool Program (KPP) is to use research-based and intentional practices to improve the quality of the early learning experiences provided to participating children resulting in increased readiness for success as they enter kindergarten and the elementary school years. The KPP Model has four components:	This is a fiscal statute only. Currently funded with TANF.

Program	Description	Governing Statutes
	<ul style="list-style-type: none"> <li>• Community Collaboration</li> <li>• Family Engagement</li> <li>• High Quality Early Learning Experiences</li> <li>• Successful Children</li> </ul>	
McKinney- Vento Program	<p>The McKinney-Vento Education of Homeless Children and Youth Assistance Act is a federal law that ensures immediate enrollment and educational stability for homeless children and youth, defined as "individuals who lack a fixed, regular, and adequate nighttime residence." McKinney-Vento provides federal funding to states for the purpose of supporting district programs that serve homeless students. The KSDE through a competitive grant process has awarded funding for programs. All funded districts are required to have liaisons who make sure that school districts are implementing the law.</p>	<p>Subtitle VII-B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301et seq.) and reauthorized under the Every Student Succeeds Act, Title IX, Part A</p>

## Kansas Department for Children and Families

Program	Description	Governing Statutes
Kansas Early Head Start	Kansas Early Head Start, (KEHS) is a social service and child development program. In the home visitation model, KEHS serves primarily pregnant women and families with infants and toddlers who meet the Federal poverty guidelines. In the child care partnership model, KEHS serves families with Infants and toddlers who meet the federal poverty guidelines. KEHS home visitation is modeled after the Federal Early Head Start program. All KEHS programs follow Head Start Performance Standards that require at least ten percent of the total number of the enrollment be made available to children with disabilities. KEHS grants are awarded to early learning programs serving children from birth to age four and their families.	Head Start Program Standards and Other Regulations of the Head Start Act
Head Start Collaboration Office	The Kansas Head Start Collaboration Office {KHSCO} receives funding from the federal Office of Head Start, Administration for Children and Families, U.S. Department of Health and Human Services. The mission of the KHSCO is to create a visible presence for Head Start at the state level while assisting in the development of significant, multi-agency and public-private partnerships. Partnership Initiatives support and enhance the capacity of early childhood programs, and improve the opportunities that affect low-income children and families in Kansas. Five federal priority areas include: <ul style="list-style-type: none"> <li>• Partner with state child care systems emphasizing Early Head Start-Child Care Partnerships Initiatives</li> <li>• Work with state efforts to collect data regarding early childhood programs and child outcomes</li> <li>• Support the expansion and access of high quality workforce and career development opportunities for staff</li> <li>• Collaborate with State Quality Rating Improvement Systems</li> <li>• Work with state school systems to ensure continuity between Head Start and Kindergarten Entrance Assessment</li> </ul>	Head Start Program Standards and Other Regulations of the Head Start <b>Act</b>
Child Care Subsidy or Assistance	The Child Care Subsidy Program helps pay for child care costs. It helps many types of families including: <ul style="list-style-type: none"> <li>• Families who receive TANF (Temporary Assistance for Needy Families)</li> <li>• Low-income, working families.</li> <li>• Some families in education or training activities</li> <li>• Teen parents completing high school or GED.</li> </ul>	Child Care & Development Fund (Part 98 and 99 under Title 45 of the Code of Federal Regulations {CFR})
Prevention and Protection Services	Prevention and Protection Services is responsible for administering the State's child welfare programs. The State administers child welfare services through	Kansas Code for care of Children [KSA 38-2201et

Program	Description	Governing Statutes
	<p>regional offices and contracts. The provisions of the following Acts are Incorporated Into and Implemented through the Kansas Code for care of Children:            Title IV-B, subpart 1, Stephanie Tubbs Jones Child Welfare Program;</p> <ul style="list-style-type: none"> <li>• Title IV-B, subpart 2, Promoting Safe and Stable Families;</li> <li>• The Adoption and Safe Families Act, P.L. 105-89;</li> <li>• Title IV-E, Federal Payment for Foster Care and Adoption Assistance, P L. 96-272;</li> <li>• The John H. Chafee Foster Care Independence Program, and</li> <li>• The Child Abuse Prevention and Treatment Act (CAPTA)</li> </ul>	seq.]

## Region VII Department of Health and Human Services, Administration for Children and Families

Program	Description	Governing Statutes
Federal Head Start	The Head Start Regional Program Unit: (1) Guides the day- to-day management of Head Start programs in its jurisdictions; (2) provides technical assistance, resources, and information to the various entities responsible for administering these programs; and (3) represents Head Start to State, county, city, and Tribal governments, grantees, and public and private organizations.'	Head Start Program Standards and Other Regulations of the Head Start Act
Federal Child Care	The Office of Child Care (OCC) supports low-income working families by providing access to affordable, high-quality early care and afterschool programs. The OCC administers the Child Care and Development Fund (CCDF; also known as the Child Care and Development Block Grant) by overseeing the Implementation of State, Territorial, and Tribal CCDF programs. The OCC provides support in establishing child care policies and programs that take advantage of the flexibility that CCDF offers and that respond to the needs of low-income working families. In addition, OCC provides a variety of technical assistance and professional development services targeted to meet the needs of CCDF administrators in the States, Territories, and Tribes.	Child Care & Development Fund (Part 98 and 99 under Title 45 of the Code of Federal Regulations (CFR)

## EXHIBIT F

### Applicable Confidentiality Laws and Regulations by Party

[Data Trust Members should include applicable confidentiality laws and regulations for their respective party]

Kansas Department for Children and Families, Early Education and Childcare Services

K.S.A. § Supp. 38-220 I through 38-2283 Revised Kansas Code for Care of Children

Kansas State Department of Education, Early Childhood Education

K.S.A. § 72-6312 through 72-6320 Kansas Student Data Privacy Act

20 U.S.C. § 1232g; 34 CFR Part 99 Family Educational Rights and Privacy Act

Kansas Department of Health and Environment, Bureau of Family Health

K.S.A § 65-6801 through 65-6836 Kansas Care Data

Kansas Children's Cabinet and Trust Fund

#### **Other Pertinent Statutes:**

K.S.A. § 50-7a01 through 50-7a04 Protection of Consumer Information;  
Data breach notification requirements

K.S.A. § 50-6,139b Requirements for Holders of Personal Information; Disposal of records

K.S.A. § 84-1-201 (31) General Definitions; "Record"

Federal Statutes and Regulations:

42 U.S. Code § 201 et seq. Health Insurance Portability and Accountability Act (HIPAA)

20 U.S. Code § 1232g 34 CFR Part 99.1 through 99.8 Family Educational Rights and Privacy Act (FERPA)

20 U.S.C. § 1232h Protection of Pupil Rights Amendment



## EXHIBIT G

### Data Trust Agreement and Exhibits Change Management Log

[Trustee will include any additions or changes to the underlying Data Trust Agreement or to Exhibits A, B, C, D, E, and F approved by the Governance Board. Members may make additions and/or changes to their Member-contributed Data Resources at any time and such changes do not require approval of the Governance Board]

Date of Change	Exhibit Changed	Intent of Change	By Whom
9.25.20	All	Initial Drafts Created for Review	Trustee Affiliate

### Data Trust Agreement Pre-Signature Change Log

Date	Initiator	Section	Change
2.5.21	Scott Gordon, KSDE	1, paragraph 1	Delete: and as authorized by the Student Data Privacy Act (K.S.A. § 72-62),
2.5.21	Scott Gordon, KSDE	6.D	Replace: "Governance Board members will select one member to be" with "Director of the Children's Cabinet will act as"
2.5.21	Scott Gordon, KSDE	7.E	Replace: "data use agreement" with "data sharing agreement"

Date	Initiator	Section	Change
2.5.21	Scott Gordon, KSDE	8.C	Add: "At no time will Trustee convey ownership rights of Member contributed data or member contributed work product without Member's consent."
2.5.21	Scott Gordon, KSDE	12.A	Delete: The return or destruction of Member- contributed Data Resources in the preceding sentence shall be subject to its continued availability for the completion of any pending Authorized Projects.
2.5.21	Brighthive	13.A	Add for clarity: including but not limited to Section 3.B,
2.5.21	Teri Garstka	Exhibit D, Interagency Data Sharing Request From	Add: Data Removal and Destruction. Analyst is responsible for following data removal and destruction policies and procedures as outlined in the Terms section below. In addition, if a Member is removed from the Data Trust and desires their data be deleted from existing calculation, Analyst acknowledges and is responsible for removing or deleting data form already
2.5.21	Scott Gordon, KSDE	7.E	Replace: "data use agreement" with "data sharing agreement"
2.5.21	Scott Gordon, KSDE	8.C	Add: "At no time will Trustee convey ownership rights of Member contributed data or member contributed work product without Member's consent."
2.5.21	Scott Gordon, KSDE	12.A	Delete: The return or destruction of Member- contributed Data Resources in the preceding sentence shall be subject to its continued availability for the completion of any pending Authorized Projects.
2.5.21	Brighthive	13.A	Add for clarity: including but not limited to Section 3.B,
2.5.21	Teri Garstka	Exhibit D, Interagency Data Sharing Request From	Add: <b>Data Removal and Destruction.</b> Analyst is responsible for following data removal and destruction policies and procedures as outlined in the Terms section below. In addition, if a Member is removed from the Data Trust and desires their data be deleted

Date	Initiator	Section	Change
			from existing calculation, Analyst acknowledges and is responsible for removing or deleting data form already calculated data sets as outlined by data providers in this event.
2.5.21	Scott Gordon, KSDE	Exhibit F, Kansas State Department of Education, Early Childhood Education	Add: 20 U.S.C. §1232g; 34 CFR Part 99 Family Educational Rights and Privacy Act
2.23.21	Scott Gordon, KSDE	4.F (original)	Delete: Members agree to defend and hold harmless the Data Trust and Trustee as well as their respective trustees, officers, agents, and employees from any damages, liabilities, claims, and expenses (including reasonable attorney's fees) that result from the mislabeling of data provided to Trustee hereunder.
2.23.21	Scott Gordan, KSDE	5.D	Delete: and in accordance with procedures and requirements established by the Governance Board. Replace: subject to any limitations imposed as a condition of such contribution at the time such data resources were contributed by the Member.
2.25.21	Scott Gordan, KSDE & Melissa Rooker, KCCTF		Add: Restrictions and requirements imposed by any data sharing agreement(s) in place shall survive any such membership termination.
3.25.21	Kathy Armstrong, DCF	14	Add: "Kansas" before "Department for Children and Families"
3.25.21	Kathy Armstrong, DCF	Exhibit E	Edit: Under the heading "Additional Conditions... Governing Member Contributed Data" on page 34, corrected to add "f" to "Memorandum of Understanding."
4-8-21	Katelyn Radloff, KDHE	11	Corrected: Section 7, Paragraph (H), subsection (c), line 1 to change reference Paragraph (1)(2) to Paragraph (H)(b)

**Trustee:** Kansas Children's Cabinet and Trust Fund

**Member:** Signatory Parties

**Trustee Affiliate:** KU Center for Public Partnerships and Research