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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute a Data Collaboration and Sharing Agreement with the University of Miami and in partnership with members of the Miami-Dade Integrating Data for Effectiveness Across Systems (IDEAS) Consortium for Children, for a term ending no later than January 1, 2027, and to exercise the provisions set forth therein, including amendment and modification and extension; authorizing the County Mayor to execute other agreements and documents for this purpose and to execute the provisions set forth therein; further authorizing the County Mayor to apply for, receive, and expend future available grant funding for this and similar future data sharing initiatives pertaining to the Head Start and Early Head Start Program for up to 10 years should such funds become available, to execute any agreements and documents required for such grant funding, and to exercise the provisions set forth therein

Resolution No. R-117-24

The accompanying resolution was prepared by the Community Action and Human Services and placed on the agenda at the request of Prime Sponsor Housing, Recreation, Culture and Community Development Committee.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: February 6, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution authorizing the County Mayor or the County Mayor's Designee to Execute a Five-Year Data Collaboration and Sharing Agreement with the University of Miami in Partnership with Members of the Miami-Dade Integrating Data for Effectiveness Across Systems (IDEAS) Consortium for Children

Executive Summary

On July 18, 2017, the Board of County Commissioners (Board) approved Resolution No. R-771-17 authorizing Miami-Dade County, through the Community Action Human Services Department ("CAHSD"), to become a partner to a data sharing agreement that included the University of Miami ("UM"), The Children's Trust ("The Trust"), The Early Learning Coalition of Miami-Dade/Monroe ("ELC"), and Miami-Dade County Public Schools ("MDCPS"). The purpose of that data sharing agreement, since expired, was to create an integrated data system to link data from the main organizations that served children in the early care and education field in Miami-Dade County in order to identify gaps and opportunities where data could drive planning, decision-making, service coordination and advocacy to promote successful transitions to kindergarten for children at greatest risk. Consistent with the Roadmap for Child Success published by the Mayor's Children's Commission, a group of dedicated child experts and parents, CAHSD is requesting to execute a new data sharing agreement with these and other partners to continue the work started under the previous agreement.

Recommendation

It is recommended that the Board:

1. Approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute a five-year Data Collaboration and Sharing Agreement ("Agreement"), attached to the resolution as Exhibit 1, with UM, and members of the Miami-Dade Integrating Data for Effectiveness Across Systems ("IDEAS") Consortium for Children, including The Trust, ELC, MDCPS, and the Florida Department of Children and Families ("DCF"), and to exercise the provisions set forth therein.
2. Authorize the County Mayor or County Mayor's designee to execute other agreements and documents that may be required for the County's participation in the IDEAS Consortium for Children, following approval for form and legal sufficiency by the County Attorney's Office, and approvals by the Board if such agreements or documents propose to commit funding from the County (other than in-kind match funding), and to execute the provisions contained within such agreements and documents.
3. Authorize the County Mayor or County Mayor's designee to apply for, receive, and expend grant funding for this and future similar initiatives related to the sharing of information and data pertaining to the County's Head Start and Early Head Start

Program Participants, and execute agreements and documents that may be required for the receipt of such grant funds, following approval for form and legal sufficiency by the County Attorney's Office, and subject to approvals by this Board if such grants or agreements propose to commit funding from the County (other than in-kind match funding), and to execute the provisions set forth therein.

Scope

The research and this data sharing agreement will have a countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to: execute the Agreement with UM and members of the Miami-Dade IDEAS Consortium for Children, for a term ending no later than January 1, 2027, and exercise the provisions set forth therein, including amendment and modification and extension provided that such modifications do not alter the purpose of the Agreement or extend the term thereof beyond 10 years from the effective date of this resolution and following approval by the County Attorney's Office; execute other agreements and documents in furtherance of the County's participation in the IDEAS Consortium for Children, and to execute the provisions set forth therein; apply for, receive, and expend future available grant funding for this and future similar initiatives related to the sharing of information and data pertaining to Head Start and Early Head Start Program Participants, for up to 10 years should such funds become available, subject to subsequent approvals by this Board if such grant proposes to commit funding (other than in-kind match funding) from Miami-Dade County, and to execute any and all agreements and documents required for the grant, and to exercise the provisions set forth therein.

Fiscal Impact/Funding Source

There is no fiscal impact on the County by entering into this Agreement.

Track Record/Monitor

CAHSD has a history of managing data sharing agreements with these partners since 2017. Dr. Maria T. Riestra, Assistant Director, or other CAHSD supervisory staff, will be responsible for monitoring the Agreement and serving on the Governance Committee that governs all aspects of the collaborative relationship between the parties, as specified in section 4 of the Agreement. UM will serve as the custodian of the identified data contributed by the members of the IDEAS Consortium for Children. UM will be responsible for linking data across programs, maintaining a secure system, and providing assistance in data analysis to address policy-relevant questions of member agencies. A representative from County's CAHSD will serve on the Governance Committee as specified on section 4.2 of the Agreement.

Background

Head Start Program Performance Standards (HSPPS) require Head Start programs to take an active role in promoting coordinated systems of comprehensive early childhood services to low-income children and families in their community through communication, cooperation, and the sharing of information among agencies and their community partners, while protecting the privacy of child records.

On July 18, 2017, the Board approved resolution number R-771-17 authorizing the County to become a partner to a data sharing agreement that included UM, The Trust, ELC, and

MDCPS. This data sharing agreement was funded by a grant from the United States Department of Education, Institute for Education Sciences, to create an integrated data system (IDS) that would link data from the main organizations that served children in the early care and education field in the County. The IDS data was maintained at and administered by UM. Though this grant agreement expired, the parties wish to continue the work started under that agreement through the Miami-Dade IDEAS Consortium for Children.

The Miami-Dade IDEAS Consortium for Children is currently composed by the four leading direct service provider systems that impact early care and education outcomes in Miami-Dade County:

- CAHSD, Head Start and Early Head Start Program
- ELC
- The Trust
- MDCPS

Collectively, these four agencies provide early childhood services to more than 80 percent of young children (birth to age five) residing in the county. Through collective action, the Miami-Dade IDEAS Consortium for Children is building a holistic learning network that connects the expertise of academics, service systems, and communities to strengthen early childhood research, practice, and policy. The Agreement proposed in this resolution is the umbrella agreement that governs the review, approval, and execution of specific integrated data projects. Each party will contribute data to the project which will be de-identified and made available to each party, as well as additional licensees that enter into data use license agreements with UM. Data will be used only for public benefit, research, program evaluation or continuous quality improvement purposes with the goal to inform policy and practice related to services provided to children, as well as to improve educational outcomes for children in Miami-Dade County.

The Mayor's Children's Commission was inspired by the late Dr. Wil Blechman, a tireless early childhood advocate. Inspired by Dr. Blechman's legacy, the Commission was established in April 2022 to build upon the work of organizations such as The Children's Trust, The Children's Movement of Florida, the Early Learning Coalition of Miami-Dade/Monroe, United Way Center for Excellence, the Healthy Start Coalition of Miami-Dade, the Head Start and Early Head Start Programs, Juvenile Justice Services, the Department of Children and Families, and the Fatherhood Task Force of South Florida. These partners know that a right early start for a child is essential to them leading a healthy and productive life.



Morris Copeland
Chief of Community Services



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 6, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

- _____ “3-Day Rule” for committees applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor’s report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
2-6-24

RESOLUTION NO. R-117-24

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE A DATA COLLABORATION AND SHARING AGREEMENT WITH THE UNIVERSITY OF MIAMI AND IN PARTNERSHIP WITH MEMBERS OF THE MIAMI-DADE INTEGRATING DATA FOR EFFECTIVENESS ACROSS SYSTEMS (IDEAS) CONSORTIUM FOR CHILDREN, FOR A TERM ENDING NO LATER THAN JANUARY 1, 2027, AND TO EXERCISE THE PROVISIONS SET FORTH THEREIN, INCLUDING AMENDMENT AND MODIFICATION AND EXTENSION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE OTHER AGREEMENTS AND DOCUMENTS FOR THIS PURPOSE AND TO EXECUTE THE PROVISIONS SET FORTH THEREIN; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND FUTURE AVAILABLE GRANT FUNDING FOR THIS AND SIMILAR FUTURE DATA SHARING INITIATIVES PERTAINING TO THE HEAD START AND EARLY HEAD START PROGRAM FOR UP TO 10 YEARS SHOULD SUCH FUNDS BECOME AVAILABLE, TO EXECUTE ANY AGREEMENTS AND DOCUMENTS REQUIRED FOR SUCH GRANT FUNDING, AND TO EXERCISE THE PROVISIONS SET FORTH THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves and authorizes the County Mayor or County Mayor’s designee to execute a Data Collaboration and Sharing Agreement (“Agreement”), as attached hereto and made a part hereof as Exhibit 1, with the University of Miami (“UM”) and members of the Miami-Dade Integrating Data for Effectiveness Across Systems (“IDEAS”) Consortium for Children, for a term

ending no later than January 1, 2027, and further authorizes the County Mayor or County Mayor's designee to exercise the provisions set forth therein, including amendment and modification and extension, provided that such amendments, modifications, and extensions do not alter the purpose of the Agreement or extend the term thereof beyond 10 years from the effective date of this resolution, and following approval for form and legal sufficiency by the County Attorney's Office.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute other agreements and documents in furtherance of the County's participation in the IDEAS Consortium for Children, and to exercise the provisions set forth therein, following approval for form and legal sufficiency by the County Attorney's Office.

Section 3. Authorizes the County Mayor or County Mayor's designee to (a) apply for, receive, and expend future available grant funding for this and future similar initiatives related to the sharing of information and data pertaining to Head Start and Early Head Start Program Participants, for up to 10 years should such funds become available, subject to subsequent approvals by this Board if such grant proposes to commit funding (other than in-kind match funding) from Miami-Dade County, and (b) execute any and all agreements and documents required for the grant, and to exercise the provisions set forth therein, following approval for form and legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of February, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS



JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski

Exhibit 1

MIAMI-DADE INTEGRATING DATA FOR EFFECTIVENESS ACROSS SYSTEMS (IDEAS)
CONSORTIUM FOR CHILDREN

DATA COLLABORATION AND SHARING AGREEMENT

This Miami-Dade Integrating Data for Effectiveness Across Systems Consortium For Children ("IDEAS Consortium") Data Collaboration and Sharing Agreement (this "Agreement") is entered into by and among the School Board of Miami-Dade County, Florida ("M-DCPS"), a political subdivision of the state of Florida whose principal place of business is 1450 NE 2 Avenue, Miami, Florida 33132, Miami-Dade County, a political subdivision of the state of Florida, through its Community Action and Human Services Department ("CAHSD"), whose principal place of business is 701 NW 1st Court, North Building – 10th Floor, Miami, Florida 33136, the University of Miami (the "University"), a Florida Non-Profit Corporation whose principal address is 1320 S. Dixie Highway, Gables One Tower #650, Locator Code 2960, Coral Gables, Florida 33146, the Early Learning Coalition of Miami-Dade/Monroe, Inc. ("ELC"), a Florida Non-Profit Corporation whose principal place of business is 2555 Ponce de Leon Boulevard, Suite 500, Coral Gables, Florida 33134, The Children's Trust (the "Trust") whose principal place of business is 3150 SW 3 Avenue, Eighth Floor, Miami, Florida, and the Florida Department of Children and Families ("DCF") on behalf of its local lead agency, the Citrus Health Network, Inc. ("CHN") whose principal address is 4175 W 20th Avenue, Hialeah, Florida 33012. M-DCPS, CAHSD, the University, ELC, the Trust, and DCF/CHN, may be referred to individually as "Party" and are referred to collectively as the "Parties."

WHEREAS, M-DCPS, the University, ELC, and the Trust entered into a Data Sharing Agreement on August 16, 2016, (the "2016 DSA") for the purpose of establishing a Miami-Dade County Integrated Data System ("IDS") that linked data contributed by each entity to identify and address children's school readiness needs and to improve services and resources needed to meet the needs of children, to achieve continuous improvement across programs, and to make informed public policy decisions; and

WHEREAS, on October 11, 2017, CAHSD became a party to the 2016 DSA; and

WHEREAS, the primary intent of data sharing was to enable cross-sectional and longitudinal research activities to identify the factors that facilitate favorable educational and lifelong well-being outcomes for children; and

WHEREAS, the 2016 DSA has expired; and

WHEREAS, currently the IDS data shared amongst M-DCPS, CAHSD, the University, ELC, and the Trust pursuant to the 2016 DSA is maintained at the University and the Parties wish the University to continue as the administrator of the IDS and IDS data; and

WHEREAS, the Parties wish to maintain and further develop the IDS to improve services in Miami-Dade County for children from birth through age eight, by building upon the 2016 DSA and permitting other governmental and non-governmental entities to become parties

to this Agreement and contribute data to the IDS; and

WHEREAS, this Agreement is established pursuant to Florida Statutes, chapter 163, Intergovernmental Programs, Part VI Collaborative Client Information Systems, which allows for the establishment of a collaborative client information system related to education, health, and human services among state and/or local government agencies and other private agencies; and

WHEREAS, each Party has a legitimate educational interest and will contribute data to the IDS pursuant to the terms and conditions of this Agreement; and

WHEREAS, the IDS Data will include educational data, as permitted by Florida Statutes, chapter 163, and the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g and its implementing regulations at 34 CFR Part 99.31(a), which permits the disclosure of personally identifiable information ("PII") in the specific instances set forth therein; and

WHEREAS, IDS data contributed pursuant to the 2016 DSA and this Agreement is collectively referred to as "IDS Data;" and

WHEREAS, the Parties wish to establish a process whereby IDS Data that has been de-identified in accordance with the requirements for de-identification under 34 CFR Part 99.31(b) can be made available to each Licensee (defined as any Party, individual or organization approved through a Data Use License Agreement ("DULA") with the University to utilize de-identified IDS Data); and

WHEREAS, "Licensed IDS Data" shall mean IDS Data that constitutes de-identified information that the University prepares for transfer under any and all DULAs in accordance with 34 CFR 99.31(b); and

WHEREAS, the Parties wish to also establish a steering committee pursuant to Florida Statutes, section 163.63, called herein a Governance Committee (defined as the governing body, comprised of one member from each of the Parties, which oversees all aspects of the collaborative relationship between the Parties contemplated hereunder, the IDS Data and related data uses) to: (1) govern all aspects of the collaborative relationship between the Parties; (2) establish the rules and processes governing entities authorized to access Licensed IDS Data; and (3) set priorities, make decisions, assess progress of requests and projects, resolve disputes and keep approved requests and projects in alignment with the Parties' overall goals under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

The above whereas clauses and definitions are incorporated herein by reference and are made a part hereof.

1. Term & Authority. The Effective Date of this Agreement shall be January 1, 2022. The

term of this Agreement is for five (5) years from the Effective Date. A Party's decision not to renew shall not affect the ability of the other Parties to renew this Agreement.

2. Rights and Obligations.

2.1 The Parties agree that Licensed IDS Data shared amongst them and with any Licensee pursuant to an applicable DULA (Appendix C) will be used only for public benefit, research, program evaluation or continuous quality improvement purposes with the goal to inform policy and practice related to services provided to children, as well as to improve educational outcomes for children, in Miami-Dade County.

2.2 Each Party will execute and deliver a "Joinder and Acceptance" of this Agreement, as shown on the final page of this document. The "Joinder and Acceptance" will identify: (i) the Party's respective government, public and/or other purpose, (ii) the Party's legal authority to enter into this Agreement, (iii) the scope of data the Party may contribute to the IDS, and (iv) and the Party's contact information for any notices under this Agreement.

2.3 The Governance Committee may approve additional government or non-governmental organizations that wish to become a party to this Agreement and participate by contributing data to the IDS. Approval of the addition of any such party is subject to final approval or rejection by the University in its capacity as IDS administrator of the IDS and IDS Data ("Veto"). Each additional party approved by the Governance Committee and University as IDS administrator shall execute the "Joinder and Acceptance" and, thereafter, will become a party to and subject to the terms and conditions of this Agreement, and said party shall have access to the Licensed IDS Data upon execution of the DULA described herein.

2.4 Each Party may contribute data to the IDS pursuant to the terms and conditions of this Agreement. The University will serve as the IDS administrator, and also will be contributing data as a Party with all rights attendant thereto. Each Party has the right to prohibit the data it contributes to the IDS from being used by a particular Licensee, provided that such prohibition is technologically feasible at a commercially reasonable cost, as determined by the Governance Committee and the University. Licensed IDS Data may only be accessed, utilized or disclosed as permitted by the Governance Committee and subject to the terms of this Agreement and any DULA.

2.5 Any Licensee seeking to utilize Licensed IDS Data must apply for a data use license that is subject to review and approval by the Governance Committee, which, in its sole discretion, may approve, reject or place additional conditions on the data use license pursuant to the Governance Committee's written policy (which may be updated from time to time), and consistent with the formal research-review policies of any Party whose data is to be utilized. Once approved, the Licensee must enter into a DULA with the University prior to being provided access to the Licensed IDS Data.

2.6 The University agrees to abide by the provisions applicable to a "Licensee" with respect to University's use of Licensed IDS Data in accordance with Sections 1, 2, 3, 4, 6,

7, 8, 9, and 10 of the DULA set forth in Appendix C attached hereto and made a part hereof.

2.7 Each Party will retain ownership of the raw data it contributes to the IDS and will have ownership of any new data element generated from data it provides. New data elements that are generated from data provided by more than one Party will be owned by the Parties that contributed the original data elements. Data that is contributed, used, disclosed, or otherwise made available pursuant to this Agreement or any DULA, regardless of the form or format of the data, including whether de-identified, may not be used, sold, transferred, transmitted, or otherwise made accessible for any purpose, including without limitation for any commercial, for-profit purpose whatsoever, other than as required by law or as expressly agreed to between the Parties. This paragraph shall survive termination or expiration of this Agreement and any related agreements, including but not limited to any DULA.

2.8 Each Party represents and warrants that it will not include any data for submission in the IDS without first obtaining any necessary signed informed consent form(s), signed HIPAA authorization form(s), and any other documents from the children and/or their respective parent or guardian, as may be required by applicable laws, regulations, or any standard of care, including but not limited to all applicable federal and state laws concerning the privacy and confidentiality of individually identifiable information. For clarity, informed consent is not necessary to provide administrative data to the IDS so long as the records as the data were legally obtained by the Party and are used in accordance with 34 CFR 99.31. Each Party further represents and warrants that in the event that a child and/or a parent or guardian submits a legally valid revocation of his/her consent to have their data included in the Party's dataset, such Party will immediately notify the University, as the IDS administrator, so that the University can take all necessary steps to effectuate revocation. For clarity this section shall apply to the IDS Data but shall not apply to the de-identified Licensed IDS Data which can no longer be linked to an individual. Each Party shall individually be required to comply with any required return or destruction of IDS Data in its possession per the instructions from the University and/or the Governance Committee, and the University will take the necessary steps to delete and destroy the subject IDS Data consistent with the revocation. Each Party further represents and warrants that all data contributed by that Party to the IDS was obtained and provided to University pursuant to applicable law.

2.9 The Parties agree that the IDS Data will be maintained and kept secure as required by all applicable federal and state laws or regulations concerning the privacy and confidentiality of individually identifiable information. Each Party represents that any data for inclusion in the IDS will be collected, retained and used in accordance with this Agreement, any related DULA, and all applicable laws and regulations, including all applicable federal and state laws concerning the privacy and confidentiality of individually identifiable information.

2.10 Each Party (and not University in its capacity as IDS Administrator), will maintain the IDS Data it collects for such time as required to comply with applicable law.

2.11 The Parties agree that the University is a private entity not subject to Florida's Public Records Law, chapter 119, Florida Statutes. If the University receives a public records request related to this Agreement or the IDS or IDS Data, it will forward such requests to the other Parties, which will take responsibility for responding to the requests, to the extent that Parties are subject to Florida's Public Records Law and are in possession of responsive documents.

3 Permitted Uses and Disclosure.

3.1 The Parties agree that IDS Licensed Data shared amongst them and with respect to any Licensed IDS Data with any Licensee pursuant to an applicable DULA will be used only for public benefit, research, program evaluation or continuous quality improvement purposes with the goal to inform policy and practice related to services provided to children, as well as to improve educational outcomes for children, in Miami-Dade County.

3.2 Each Party agrees that it will not use the IDS Licensed Data to contact or attempt to contact any data subjects about whom the data pertains, except as expressly permitted by applicable consent form(s) and the Governance Committee, as documented in meeting minutes. Each Party further agrees that it will not seek to re-identify any individual whose information is included within de-identified or aggregated IDS Data. Notwithstanding the foregoing, University, as the IDS administrator, may re-identify data as needed to effectuate an individual's revocation of consent to have their data included in the IDS.

3.3 IDS Licensed Data provided to a Party will be used only by an authorized user and those individuals under his/her direct supervision in accordance with this Agreement, and, as applicable, the consent form(s). Each Party, by and through its authorized user, is responsible for informing the employees or other individuals under his/her supervision of the provisions and restrictions contained herein and to secure documentation of their agreement to abide by such provisions and restrictions before providing those individuals with access to the IDS Licensed Data.

3.4 The University may engage one or more cloud service or other third-party providers to host the IDS and may provide third party service providers access to the IDS, as may be necessary from time to time for maintenance, quality control, and other administration and management of the IDS. If any IDS Data are stored using third party servers, the servers must be located on U.S. soil. The University may take such measures as it deems necessary from time to time for proper management and security of the IDS, which may include downtime for servicing or maintenance purposes and may include imposition of access restrictions. Use of such third-party service providers shall be in compliance with the security requirements as set forth herein and University agrees use of such third-party service providers with respect to the IDS Data shall be subject at all times to the terms and conditions provided in this Agreement.

3.5 For the avoidance of doubt, notwithstanding anything to the contrary in this Section 3, a use or disclosure of IDS Data is not permitted unless it is expressly permitted by this Agreement, any related DULA, and, as applicable, the consent form(s).

4 Governance Committee.

4.1 The Parties will form and maintain during the term of this Agreement a Governance Committee, which governs all aspects of the collaborative relationship between the Parties contemplated hereunder. The Governance Committee's responsibilities include, but are not limited to: review and approval of proposed licensees; oversight of proposed projects to set priorities; resolution of disputes; ensuring compliance with federal and state laws or regulations concerning the privacy and confidentiality of individually identifiable information; and proposing amendments, as needed, to this Agreement and any related agreements. The Governance Committee shall exercise its responsibilities in accordance and alignment with the Parties' overall goals under this Agreement as well as section 163.63, Florida Statutes.

4.2 Members. The initial Governance Committee will be comprised of no more than one (1) representative of each Party. The University, as IDS administrator, is entitled to two (2) additional non-voting representatives. Resource experts, subject-matter experts, or Licensee representatives may be selected by consensus agreement of the Governance Committee from time to time to become advisors to the Governance Committee. The Governance Committee will not have the power to bind the Parties to any legal obligations and is intended only to be a governing body of the IDS Data as contemplated in this section unless there is agreement, in writing, by the Parties to the contrary. The Governance Committee shall meet whenever necessary and no less than quarterly. The Governance Committee may be convened at any time by any member with ten (10) business days' prior notice to the other members and without any delay if there is a quorum. Each representative shall serve at the pleasure of the Party that appointed such representative. A representative of a Party may resign or be removed or replaced at any time and his/her successor shall be appointed by the Party that appointed such representative by written notice delivered via email to the Governance Committee. Each Party representative on the Governance Committee shall be responsible for reporting all details back to the Party which he/she represents. Governance Committee members shall not be compensated. Each Party shall bear its own costs in connection with the Governance Committee meetings. The Governance Committee shall have only such powers as are specifically delegated to it hereunder, and, notwithstanding the creation of the Governance Committee, each Party to this Agreement shall retain the rights, powers and discretion granted to it hereunder, and the Governance Committee shall not be vested with any such rights, powers or discretion except as expressly provided herein or as expressly agreed to by the Parties in writing. The Governance Committee may propose amendments to this Agreement and any related agreements, but shall not have the power to amend such agreements, which may be amended only by the Parties.

4.3 Temporary Members and Additional Representatives. Any Governance Committee member may designate a temporary (for no more than two (2) subsequent meetings) substitute member. Said temporary substitute member shall have comparable experience and seniority to attend and perform the functions of that Governance Committee member at any Governance Committee meeting. The Governance Committee member shall advise the Governance Committee that a temporary substitute member will attend and identify said member in advance of that Governance Committee meeting. Any temporary substitute

member serving at more than two (2) consecutive meetings must be appointed by the respective Party. Each Party may invite additional non-voting representatives to attend Governance Committee meetings as observers or to make presentations, with advance notice to the other Parties of no less than five (5) calendar days prior to the Governance Committee meeting. Temporary substitute members and additional non-voting representatives are expected to behave cordially and professionally. The Governance Committee reserves the right to ask non-voting representatives to leave a meeting.

4.4 Governance Committee Responsibilities. Unless otherwise agreed by the Parties, during the term of this Agreement, the Governance Committee shall meet regularly on a schedule determined by the Governance Committee; provided, however, that the Governance Committee shall meet whenever a discussion or vote is deemed necessary or reasonable by one of the Parties, including, by way of example and without limitation, to resolve a dispute, advance a project, or propose revisions to the terms of an agreement related to IDS Data for submission and approval by the authorized representative of each Party. Any Governance Committee member may participate in a meeting of the Governance Committee by means of conference, telephone, video/web conferencing, or other communications equipment irrespective of platform, by means of which all individuals participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. The Governance Committee will be responsible for and provide advice and assistance on long-term strategy and overall direction of the relationship of the Parties under this Agreement, including without limitation:

- 4.4.1 Establish priorities to be pursued by the Parties in furtherance of the collaboration;
- 4.4.2 Review and approve additional Parties and/or amendments to this Agreement (subject to the University's Veto as set forth herein);
- 4.4.3 Perform all administrative, compliance and operational tasks, duties, and decisions related to the IDS Data;
- 4.4.4 Review, make recommendations on, and approve (or reject) data use license applications, pursuant to the Governance Committee's written policy (which may be updated from time to time), and consistent with the formal research-review policies of any Party whose data is to be utilized;
- 4.4.5 Undertake good faith efforts to ensure that a Party's prohibition on its data being utilized by a particular Licensee is implemented; and
- 4.4.6 Review, confer and work in good faith to resolve any disputes related to the IDS or IDS Data.

4.5 Quorum and Voting. A majority of the Governance Committee members, represented in person, as defined in 4.4, shall constitute a quorum for the transaction of business; provided however that no quorum shall exist at any meeting of the Governance Committee without University being represented in person. The act of a majority vote of the Governance Committee members present at a meeting at which a quorum is present

shall be the act of the Governance Committee, except under the following circumstances:

- 4.5.1 The addition of a member or advisor to the Governance Committee from time to time, including, without limitation, resource experts, subject-matter experts, licensee representatives and others, shall require an affirmative vote from all voting members of the Governance Committee.
- 4.5.2 The creation of an ad hoc committee and the delegation of Governance Committee duties to any ad hoc committee shall require an affirmative vote from all voting members of the Governance Committee.
- 4.5.3 Any act that affects one Party differently than the other Parties shall require the consent of the Governance Committee member(s) representing the Party affected.
- 4.5.4 Any act that affects, includes or analyzes the IDS Data of a Party shall require the consent of the Governance Committee member(s) representing the Party affected.

4.6 Approval of Data Use Licenses. The Governance Committee will direct the University, as the IDS administrator, to execute and deliver, and the University is authorized to execute and deliver, a DULA as and when a data use license application is approved by the Governance Committee.

4.7 Ad Hoc Committees and Delegation of Duties. The Governance Committee may form any ad hoc committee it deems necessary and appropriate and may delegate any of its own responsibilities to such ad hoc committee(s). Ad hoc committees shall be subject to the quorum and voting requirements specified in Section 4.5 above.

5 Safeguards.

5.1 All transfers of data will be done via encrypted and authenticated data transfer. Each Party agrees to employ technical, physical and other safeguards to maintain data to and from the IDS in a secure and confidential manner that prevents uses or disclosures of the data not permitted by this Agreement or any other agreement between the Parties. No Party shall be responsible for the security of the data held or maintained by another Party.

5.2 Access to the IDS, and transfer of IDS Data by one Party to another Party, will be limited only to those authorized users identified by each Party in a written notice sent to the Governance Committee by a designated authorized representative of the Party.

5.3 The University, as the IDS administrator, agrees to maintain and store the IDS Data on a secure server in accordance with standards promulgated by the National Institute of Standards and Technology. Further, the University, as the administrator of the IDS, may take such actions as it believes necessary or appropriate for proper administration of the IDS, at its sole reasonable determination, including without limitation, determining and administering processes for issuance of accounts and passwords for authorized access to the IDS; determining and issuing standard operating procedures for security incident

response within the IDS; and restricting or suspending any Party's or other individual's access to data in the IDS. A Party's or IDS authorized users' failure to comply with the standard operating procedures or Governance Committee's instructions regarding incident response, as may be issued and modified from time to time by the University and/or the Governance Committee, and with the terms of this Agreement, may give rise to a restriction or suspension of access to the IDS.

5.4 The safeguards and procedures to protect the IDS Data ("IDS Governance and Information Security Plan"), in particular any personally identifiable information, must be reviewed annually by the Governance Committee, and updated if necessary. This includes a review of each Party's contributed data fields (the current versions of which are as specified in Appendix A and are subject to updates to be considered by the Governance Committee as described in the preceding sentence). Following the review and any needed procedural updates, each Party will provide agreed upon (including by University in its capacity as IDS Administrator) data updates to the University for integration within the IDS Data. A representative summary of the IDS Governance and Information Security Plan is attached hereto as Appendix B. For clarity, this may be modified by University at any time after review by the Governance Committee to protect the confidentiality and integrity of the IDS Data, provided that the level of security is not materially degraded.

6 Confidentiality.

6.1 Confidential Information shall mean any classified, restricted, or proprietary data including but not limited to business information, financial information, operational information, trade secrets, confidential information, IDS Data, personally identifiable information, or any other sensitive data or data that is of a nature that a reasonable person would understand is of a confidential and non-public nature. Confidential Information shall be deemed covered whether in oral form, machine-readable form, written, digital, electronic or other tangible form, and whether designated as confidential or unmarked.

6.2 Subject to and to the extent permitted by chapter 119, Florida Statutes, the Parties agree that Confidential Information provided by one Party ("Disclosing Party") to the other Party ("Receiving Party") will be used only in accordance with the purpose set forth in this Agreement. The Receiving Party will protect the Confidential Information according to and no less rigorously than it protects its own personally identifiable information, sensitive data, and confidential information. Confidential Information will not be disclosed to other entities, whether located within or outside of the United States, except as permitted herein.

6.3 Nothing in this Agreement will prohibit or limit the Receiving Party's use of information which the Receiving Party can show by written documentation was: (a) known to the Receiving Party prior to disclosure by the Disclosing Party, (b) independently developed by the Receiving Party without reference to the Confidential Information, or (c) became publicly available through no breach of this Agreement by the Receiving Party.

6.4 Notwithstanding anything herein to the contrary, should any Party become legally required pursuant to applicable law or regulation or regulatory, legal or judicial process (including, without limitation, by deposition, interrogatory, request for documents,

subpoena, civil investigative demand, government investigation or similar process) to disclose any of the Confidential Information provided to it or the information referred to above, the Disclosing Party shall (where legally possible) provide the other party with prompt prior written notice of such requirement so the other party may seek a protective order or other appropriate remedy and/or waive in writing compliance with the provisions of this agreement. If such protective order or other remedy is not obtained and such a written waiver has not been received from the non-disclosing party that would permit such required disclosure, the Disclosing Party (and its respective representatives) agrees to disclose (and shall be permitted without liability to disclose) only that portion of the Confidential Information which it is advised in the opinion of its counsel is legally required to be disclosed and to take all reasonable steps to preserve the confidentiality of the Confidential Information.

6.5 Each Party ("Reporting Party") agrees to report to the University and the Governance Committee any use or disclosure of Confidential Information, including IDS Data, not authorized by this Agreement or in writing by the Parties. Reporting Party shall make the report to the University and the Governance Committee not less than five (5) business days after Reporting Party learns of such use or disclosure. Reporting Party's report shall identify:

- 6.5.1 The nature of the unauthorized use or disclosure,
- 6.5.2 The Confidential Information used or disclosed,
- 6.5.3 In the event of a disclosure of personally identifiable information, the identities of any and all affected individuals,
- 6.5.4 Who made the unauthorized use or received the unauthorized disclosure,
- 6.5.5 What Reporting Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- 6.5.6 What corrective action Reporting Party has taken or shall take to prevent future similar unauthorized use or disclosure.

Reporting Party shall provide such other information, including a written report, as reasonably requested by the University and the Governance Committee.

6.6 Each of the Parties acknowledge and agree that the obligations of confidentiality and trust herein provided are in addition to and not in substitution of any duties or obligations of secrecy, confidence or trust arising from or implied by any statute or rule of law. Each of the Parties agree to exercise at least those measures taken to protect their own highly confidential information to fulfill their obligations of confidentiality hereunder, and in no event less than reasonable care.

6.7 Notwithstanding anything to the contrary in sections 6.1 – 6.6, unless any information or records, irrespective of medium, are confidential or exempt pursuant to state or federal law, all such information and records of parties who are subject to chapter 119, Florida Statutes are subject to the provisions of chapter 119, Florida Statutes.

7 Notification of Collaborative Participation. If required by law, each Party's representative will ensure that they provide notification of their participation through whatever protocol is appropriate for their organization that is involved in the data sharing collaborative, pursuant to section 163.63, Florida Statutes.

8 Termination.

8.1 A Party may terminate its participation in this Agreement for any reason upon thirty (30) days' written notice to the University (as the IDS administrator) and the Governance Committee, and in the case of University in its capacity as IDS administrator, thirty(30) days' written notice to the Governance Committee. A Party may terminate its participation immediately upon breach of this Agreement by another Party if such breach reasonably impedes the purpose of this Agreement. This Agreement shall terminate immediately in the event changes in either applicable state or federal law or regulations render performance illegal, impracticable, or impossible.. Notwithstanding the foregoing, a Party's termination of this Agreement shall result in that Party's termination of any DULA to which it is also a party.

8.2 Notwithstanding any termination, expiration or cancellation of this Agreement and any related agreements, obligations with respect to the ownership, treatment, security, disclosure, destruction and retention of IDS Data, or with respect to the payment or reimbursement of outstanding amounts or damages due and payable to a Party, shall survive any termination, expiration or cancellation of this Agreement and any related agreements.

8.3 Should one or more Parties hereto terminate this Agreement, or if the Agreement is not renewed by all Parties upon its expiration, the Party or Parties no longer a party to this or future Amendments to this Agreement shall have the option to request that University return or permanently destroy that Party's IDS Data within a commercially reasonable timeframe (which shall be 45 days unless otherwise agreed to). Should the University terminate its participation in this Agreement in its role as IDS administrator should the University not enter into future amendments of this Agreement to renew its status as a Party hereto upon expiration, University reserves the right to return or permanently destroy other Parties' IDS Data, provided that advance notice is provided to each Party whose IDS Data University wishes to return or destroy and each Party is given the option to have the University return or destroy the data, in a commercially reasonable manner and timeframe. For clarity, the University shall not have the obligation to return or destroy Licensed IDS Data pursuant to this section 8.3. Parties may agree to amend this Agreement to allow for the transfer of IDS Data and IDS administrator status to a new entity. Notwithstanding anything herein to the contrary, a Party hereto may request that University permanently destroy or return to the providing Party any and all IDS Data upon written request. University shall return or permanently destroy such applicable IDS Data within a commercially reasonable timeframe. [

9 No Representation or Warranty. The IDS Data outbound from the University will be contributed "as is, where is," subject to limitations of each Party's data quality and the probabilistic nature of data linkage. As such, each Party understands that there is no

representation, warranty or guarantee as to the accuracy of any IDS Data the University provides or any research, disclosures, results, findings, reports, end products or dispositions generated thereby or in connection therewith. The University will make good faith efforts to achieve quality outputs.

10 Liability.

10.1 Each Party will be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors in the performance of this Agreement, to the extent allowable by law.

10.2 One or more of the Parties and/or the Licensees are political subdivisions, taxing district or other agency created by the state of Florida and as such, principles of sovereign immunity may apply. Each such Party or Licensee may be liable for certain tortious acts of its agents, officers, and employees to the extent and limit provided in section 768.28, Florida Statutes. Provided, however this provision shall not be construed as a waiver of any right or defense that such Party or Licensee may possess, and all such rights and/or defenses are reserved, as against any and all claims that may be brought as a result of this Agreement or any related Data Use License Agreement.

10.3 UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE TO ANOTHER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF SUCH LOSS OR DAMAGE) ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT. THE UNIVERSITY'S (AS THE IDS ADMINISTRATOR) AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY TO ANY PARTY FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED \$300,000.00 IN TOTAL.

10.4 The entirety of this Section shall survive termination or expiration of this Agreement and any related Data Use License Agreement.

11 Intentionally Deleted.

12 Publications. Any publications or presentations, whether in print, in person, or electronic, resulting from or related to the use of the aggregated IDS Data shall not, under any circumstances, identify any person, school, household, family, or student, without express written consent from the individual(s) being identified. Publications must include a disclaimer that credits the IDEAS Consortium and a respective Party's authors for any analysis, interpretations, or conclusions reached, and must specify that the conclusions expressed therein are solely those of the authors and should not be considered as representing the policy of the other Parties. Publications shall include the proposal approval number generated by the University for tracking purposes. Copies of publications or dissemination material or summaries of verbal presentations shall be submitted to the Governance Committee for review and comment prior to publication or presentation.

13 Use of Name. No Party will, without the prior written consent of the other Party, use in

advertising, publicity, or otherwise, the name, trademark, logo, symbol, image or likeness of the other Party or that Party's employee or agent. This clause shall survive termination of this Agreement.

- 14 Governing Law. This Agreement shall be considered as having been entered into in the state of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state. In any action or proceeding arising out of or relating to this Agreement (an "Action"), each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Miami, Florida, and further agrees that any Action shall be heard and determined in such Florida federal or state court. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Miami, Florida. This paragraph shall survive termination or expiration of this Agreement. Each Party shall be responsible for their own attorneys' fees and costs excluding statutory attorneys' fees.
- 15 Notice. Any notice to be given under this Agreement shall be in writing, signed by the Party serving the notice, sent to the Party at the address shown on the "Joinder and Acceptance" pages of each Party or to such other address as any Party may designate to the others in writing as a place for the service of such notice. Such notices shall be sent either via email, via facsimile, via registered or certified United States mail (return receipt requested), or via air courier service, and shall be deemed given when actually received at the email, fax number, or address shown on the email, fax, postal or air courier receipt.
- 16 Conflict with Laws. Nothing in this Agreement is intended to conflict with the current laws, regulations, or policies applicable to any Party. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms shall remain in full force and effect.
- 17 Assignment. A Party may assign this Agreement and/or its rights thereunder to a wholly owned subsidiary at any time upon written notice to the other Parties.
- 18 Severability. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- 19 Waiver. A waiver of any term or provision of this Agreement by any Party shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms hereof.
- 20 Survivability. Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, liability, governing law and forum.
- 21 University Fee. The University shall have the right to charge IDS Data Licensees a reasonable fee to recover costs incurred by the University for additional work not contemplated by this Agreement in preparing, transmitting and/or licensing any Licensed

IDS Data subject to the approval of the Governance Committee.

- 22 Representation by Counsel. Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.
- 23 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument. The electronic signature of any party hereto shall be as binding as the original signature of such party for all purposes; and the copy of any party's signature to this Amendment delivered by facsimile, e-mail, or such other electronic means shall be as binding and enforceable as the party's original signature to this Agreement.

IN WITNESS WHEREOF, each Party has caused to be executed and delivered the Joinder and Acceptance attached hereto to be effective as of the date specified therein.

[Signature Pages Follow]

JOINDER AND ACCEPTANCE OF SCHOOL BOARD OF MIAMI-DADE COUNTY

SCHOOL BOARD OF MIAMI-DADE COUNTY ("M-DCPS") hereby joins in the Data Collaboration and Sharing Agreement and does hereby represent, warrant and agree as follows:

- Meeting the educational needs of the children, youth, and adults of Miami-Dade County is the primary function of Miami-Dade County Public Schools (M-DCPS).
- M-DCPS has the legal authority to enter into this Data Collaboration and Sharing Agreement (and the person signing this Agreement on behalf of M-DCPS has the authority to so bind M-DCPS) and to share data with the IDS, including disclosure and re-disclosure of de-identified data to Licensees as described herein.
- The IDS Data contributed (or to be contributed) by M-DCPS, and the timeframes and manner in which such IDS Data will be (or has been) contributed, are described in Appendix A to this Joinder and Acceptance.
- The contact information for M-DCPS is:

Omar Riaz, Ed.D.
Assistant Superintendent
Assessment, Research, & Data Analysis
Miami-Dade County Public Schools
omarriaz@dadeschools.net

- The address for notice to M-DCPS pursuant to Section 15 of the Data Collaboration Agreement is:

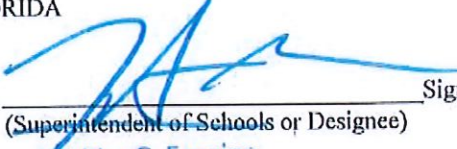
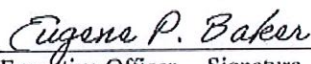
The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 NE 2nd Avenue, Room 912
Miami, FL 33132
Fax: 305-995-1488

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
School Board Administration Building
1450 NE 2nd Avenue, Room 912

Miami, FL 33132
Fax: 305-995-1412
Attn: School Board Attorney
Email: Walter.Harvey@dadeschools.net

IN WITNESS WHEREOF, M-DCPS has caused to be executed and delivered this Joinder and Acceptance to the Data Collaboration and Sharing Agreement to be effective as of _____, 20____.

SUBMITTED BY: ASSESSMENT, RESEARCH, AND DATA ANALYSIS  12/02/2022 Assistant Superintendent Signature Date	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY:  Signature (Superintendent of Schools or Designee) Tabitha G. Fazzino DESIGNEE 12/23/2022 (Name Typed) Date
APPROVED BY INFORMATION TECHNOLOGY SERVICES  12/2/2022 Executive Officer Signature Date	APPROVED AS TO RISK AND BENEFITS  Digitally signed by Elizabeth L. Soto Location: Office of Risk and Benefits Management Date: 2022.12.09 15:05:07 -05'00' Risk Management Signature Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY  Digitally signed by Aili Graupera Date: 2022.12.14 14:35:22 -05'00' School Board Attorney - Signature Date

JOINDER AND ACCEPTANCE OF MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through its Community Action and Human Services Department

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through its Community Action and Human Services Department (“CAHSD”) hereby joins in the Data Collaboration and Sharing Agreement and does hereby represent, warrant and agree as follows:

- CAHSD provides comprehensive services to support the school readiness of the children and families it serves through the Head Start and Early Head Start programs (“Head Start”).
- CAHSD has the legal authority to enter into this Data Collaboration and Sharing Agreement (and the person signing this Agreement on behalf of CAHSD has the authority to so bind CAHSD) and to share data with the IDS, including disclosure and re-disclosure of de-identified data to Licensees as described herein.
- The IDS Data contributed (or to be contributed) by CAHSD, and the timeframes and manner in which such IDS Data will be (or has been) contributed, are described in Appendix A to this Joinder and Acceptance.
- The contact information for CAHSD is:

Miami Dade County Community Action and Human Services Department
Attention: Sonia Grice, Director
701 NW 1st Court, North Building – 10th Floor
Miami, FL 33136

- The address for notice to CAHSD pursuant to Section 15 of the Data Collaboration Agreement is:

Miami Dade County Community Action and Human Services Department
Attention: Maite Riestra-Quintero, Assistant Director
701 NW 1st Court, North Building – 9th Floor
Miami, FL 33136

IN WITNESS WHEREOF, CAHSD has caused to be executed and delivered this Joinder and Acceptance to the Data Collaboration and Sharing Agreement to be effective as of _____, 20____.

Date: _____

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida,
through its Community Action and
Human Services Department

By: _____

Name: _____

Title: _____

Date: _____

JOINDER AND ACCEPTANCE OF UNIVERSITY OF MIAMI, a Florida not for profit corporation

UNIVERSITY OF MIAMI, a Florida not for profit corporation ("UM") hereby joins in the Data Collaboration and Sharing Agreement and does hereby represent, warrant and agree as follows:

- The University of Miami is a private not-for-profit nondenominational and coeducational university with 11 schools and colleges and several centers and institutes offering undergraduate, graduate, and professional fields of study and offering healthcare services at University owned hospitals and other hospitals and clinics in South Florida.
- UM has the legal authority to enter into this Data Collaboration and Sharing Agreement (and the person signing this Agreement on behalf of UM has the authority to so bind UM) and to share data with the IDS, including disclosure and re-disclosure of de-identified data to Licensees as described herein.
- The IDS Data contributed (or to be contributed) by UM, and the timeframes and manner in which such IDS Data will be (or has been) contributed, are described in Appendix A to this Joinder and Acceptance.
- The contact information for UM is:

University of Miami, Office of Research Administration
1320 South Dixie Highway, Suite 1200
Coral Gables, Florida 33146

The address for notice to UM pursuant to Section 15 of the Data Collaboration Agreement is:

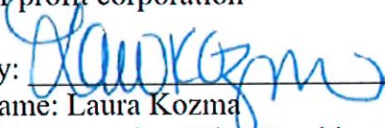
Same as above

With a copy to: University of Miami
Office of General Counsel
1320 South Dixie Highway, Suite 1200
Coral Gables, Florida 33146

IN WITNESS WHEREOF, UM has caused to be executed and delivered this Joinder and Acceptance to the Data Collaboration and Sharing Agreement to be effective as of January 1, 2022.

Date: January 4, 2022

UNIVERSITY OF MIAMI, a Florida not for profit corporation

By: 

Name: Laura Kozma

Title: Associate Vice President, Research Administration

JOINDER AND ACCEPTANCE OF EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC., a Florida not for profit corporation

EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC ("ELC"), a Florida not for profit corporation hereby joins in the Data Collaboration and Sharing Agreement and does hereby represent, warrant and agree as follows:

- ELC is created for the purposes of planning and implementing a school readiness program pursuant to Florida Statutes Chapter 1002, Part VI, as amended from time to time, and the Voluntary Prekindergarten Education Program, Florida Statute Chapter 1002, Part V, as amended from time to time.
- ELC has the legal authority as authorized by and strictly in adherence with and limited by §F.S. 1002.97, (3)(b) for the records of children in the School Readiness Program and by §F.S. 1002.72 (3)(a)(2) for the records of children in the Voluntary Pre-K Program to enter into this Data Collaboration and Sharing Agreement (and the person signing this Agreement on behalf of the ELC has the authority to so bind the ELC) and to share data with the IDS, including disclosure and re-disclosure of de-identified data to Licensees as described herein.
- The IDS Data contributed (or to be contributed) by ELC, and the timeframes and manner in which such IDS Data will be (or has been) contributed, are described in Appendix A to this Joinder and Acceptance.
- The contact information for ELC is:

[INSERT CONTACT INFORMATION]
- The address for notice to ELC pursuant to Section 15 of the Data Collaboration Agreement is:

IN WITNESS WHEREOF, ELC has caused to be executed and delivered this Joinder and Acceptance to the Data Collaboration and Sharing Agreement to be effective as of _____, 20____.

Date: July 12, 2022

EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC., a Florida not for profit corporation

By: Evelio Torres
Digitally signed by Evelio Torres
DN: cn=Evelio Torres, o=Early Learning
Coalition of Miami Dade-Monroe
and Jefferson County, email=evelio@elcinc.org,
c=US,
Date: 2022.07.12 16:42:18 -0400

Name: Evelio Torres

Title: President & CEO

JOINDER AND ACCEPTANCE OF The Children's Trust (the "Trust") hereby joins in the Data Collaboration and Sharing Agreement and does hereby represent, warrant and agree as follows:

- The Children's Trust is a dedicated source of local revenue established by voter referendum and aims to partner with the community to plan, advocate for and fund strategic investments that improve the lives of all children and families in Miami-Dade County. The Trust envisions a community that works together to provide the essential foundations to enable every child to achieve their full potential. Funding supports community-based organizations across the county to serve children, youth and caregivers through parenting, early childhood development, youth development, health and wellness, family and neighborhood supports, as well as community awareness, advocacy and professional development supports.
- The Trust has the legal authority to enter into this Data Collaboration and Sharing Agreement (and the person signing this Agreement on behalf of the Trust has the authority to so bind the Trust) and to share data with the IDS, including disclosure and re-disclosure of de-identified data to Licensees as described herein.
- The IDS Data contributed (or to be contributed) by The Trust, and the timeframes and manner in which such IDS Data will be (or has been) contributed, are described in Appendix A to this Joinder and Acceptance.
- The contact information for The Children's Trust is:
3150 SW 3rd Avenue, 8th floor
Attn: Dr. Lori Hanson
Miami, FL 33129
305-571-5700
- The address for notice to The Children's Trust pursuant to Section 15 of the Data Collaboration Agreement is the same as contact information for The Children's Trust above.

IN WITNESS WHEREOF, James R. Haj, President and CEO, has caused to be executed and delivered this Joinder and Acceptance to the Data Collaboration and Sharing Agreement to be effective as of January 1, 2022.

Date: Dec 15, 2021

THE CHILDREN'S TRUST

By: James Haj
James Haj (Dec 15, 2021 15:01 EST)

Name: James R. Haj

Title: President and CEO

Approved as to form and legal sufficiency

By: Leigh C Kobrinski
Leigh C. Kobrinski (Dec 14, 2021 11:18 EST)
Leigh C. Kobrinski, Assistant County Attorney

Dec 14, 2021

Date

Appendix A

Inventory of Early Childhood Data Elements and Sources

The following describes the categories of data elements that will be contributed by each participating partner agency. Following are examples of specific data fields noting that the names may change over time, and related new data may be available, as policy and program practices shift to adapt to changing state and local mandates.

1. Miami-Dade County Public Schools
 - a. Shall agree to share information based on a separate research agreement entered into on a case by case basis.
2. Miami-Dade County Community Action and Human Services Department, Head Start Program/Early Head Start Program
 - a. Child and family demographic variables, early childhood enrollment and assessment data collected programmatically and housed in administrative databases.
3. Early Learning Coalition of Miami-Dade/Monroe, Inc.
 - a. Child and family demographic variables, early childhood enrollment, participation and assessment data collected programmatically and housed in administrative databases.
4. The Children's Trust
 - a. Aggregated neighborhood and community indicator information.
 - b. Information about early child care programs participating in the Thrive by Five Quality Improvement System (QIS), such as program location, capacity and enrollment, observational program quality data, financial supports provided, work force supports, and formative child assessments.
 - c. Information about additional Trust-funded early childhood development, parenting, family services and youth development programs, such as program location and enrollment.
 - d. Child and family demographic variables, book club enrollment, participation and survey data collected programmatically and housed in administrative databases.
 - e. Child and family demographic variables, early intervention program enrollment, participation and assessment data collected programmatically and housed in administrative databases.

ELEMENTS TO BE PROVIDED BY CHRIS FOR CHILDREN RESIDING IN MIAMI- DADE COUNTY

Part C & B Screening result (screening and evaluation info in CHRIS refer to Part B)

- First Contact with FDLRS Date [ReferralFirstContactDate] - The very first date that the child became known to or was referred to FDLRS. This date documents the first contact regarding the child.
- Referral Reason [ReferralFirstContactReason] - Reason the child was initially referred to FDLRS.
- Date of Final Result [ScrFinalScreeningResultDate] – the date the final result of the screening was decided.
- Final screening result [ScrFinalScreeningResult] – the final screening result based on the review of all screening results.
- Individual screening assessment results (“P” passed, “F” failed/could not assess, “A” at risk, “N” no screening attempted) and date (The date that the records were reviewed or the screening took place)
 - Adaptive: ScrAdaptivePF, ScrAdaptiveDate
 - Behavioral: ScrBehaviorPF, ScrBehaviorDate
 - Cognitive: ScrCognitionPF, ScrCognitionDate
 - Developmental: ScrDevelopPF, ScrDevelopDate
 - Hearing: ScrHearingPF, ScrHearingDate
 - Language: ScrLanguagePF, ScrLanguageDate
 - Motor: ScrMotorPF, ScrMotorDate
 - Observation: ScrObsrvPF, ScrObsrvDate
 - Parent Conference: ScrParentCnfPF, ScrParentCnfDate
 - Professional Report: ScrProfRprtPF, ScrProfRprtDate
 - Record Review: ScrRcrdRevPF, ScrRcrdRevDate
 - Social/Emotional: ScrSocialEmPF, ScrSocialEmDate
 - Speech: ScrSpeechPF, ScrSpeechDate
 - Vision: ScrVisionPF, ScrVisionDate
- Completion Date [EvlFinalEvalDate] - the date of the last evaluation used for determination of eligibility. Evaluations including Record Review can occur on different dates, but this date is the date of the last evaluation report received for determination of eligibility or the date of the multidisciplinary report.
- Evaluation date (The date the evaluation was completed.) for individual evaluations:
 - Adaptive: EvlAdaptiveCompleted
 - Audiological: EvlAudiologCompleted
 - Behavioral: EvlBehObsrvCompleted
 - Communication: EvlCommunCompleted
 - Developmental: EvlDevelopmentalCompleted
 - Educational: EvlEducationCompleted
 - Emotional/Behavioral: EvlEmBhvrCompleted
 - Functional Vision: EvlFuncVsnCompleted
 - Intellectual: EvlIntellectualCompleted
 - Language: EvlLanguageCompleted

- Medical: EvlMedicalCompleted
- Motor: EvlMotorCompleted
- Social Developmental History: EvlSocDevHCompleted
- Speech: EvlSpeechCompleted
- Vision: EvlVisionCompleted
- Instruments Used [EvlInstrumentsUsed] - Instruments used for evaluation. Evaluation instruments, such as the Battelle Developmental Inventory-2.

ESE eligibility

- ESE Eligibility Date [ESEEligibilityDate] - The date the determination of eligibility or ineligibility was made.
- Exceptionality Status [ESEExceptionalityStatusCalc] - Indicates the child's status regarding eligibility for an IDEA Part B program.

Primary exceptionality

- Primary Exceptionality [ESEPrimaryExceptionality] - Eligibility status according to Part B guidelines.
- Secondary Exceptionality (Eligibility status according to Part B criteria. More than one secondary exceptionality can be designated.) fields:
 - ASD: ESEASD
 - Deaf or Hard of Hearing: ESEDeaforHardofHearing
 - Developmentally Delayed: ESEDevelopmentallyDelayed
 - Dual Sensory Impaired: ESEDualSensoryImpaired
 - Emotional/Behavioral Disability: ESEEmotionalBehavioralDisability
 - Established Conditions: ESEEstablishedConditions
 - Hospital Homebound: ESEHospitalHomebound
 - Intellectual Disability: ESEIntellectualDisability
 - Language Impaired: ESELanguageImpaired
 - Orthopedically Impaired: ESEOrthopedicallyImpaired
 - Other Health Impaired: ESEOtherHealthImpaired
 - Specific Learning Disabled: ESESspecificLearningDisabled
 - Speech Impaired: ESESpeechImpaired
 - Traumatic Brain Injured: ESETraumaticBrainInjured
 - Visually Impaired: ESEVisuallyImpaired
- Occupational Therapy [ESEOccupationalTherapy] – Indicates whether child meets Part B criteria for Occupational Therapy.
- Physical Therapy [ESEPhysicalTherapy] - Indicates whether child meets Part B criteria for Physical Therapy.
- Language Therapy [ESELanguageTherapy] - Indicates whether child meets Part B criteria for Language Therapy.
- Speech Therapy [ESESpeechTherapy] - Indicates whether child meets Part B criteria for Speech Therapy.

ESE services

- IEP/IFSP Date [IEPIFSPDate] – The date of the IEP or IFSP meeting following eligibility determination.
- Parent Consent for Placement Date [IEPIFSPParentConsentDate] - The date the parent signed the informed consent for Part B services.
- Service Initiation Date [IEPIFSPServiceInitiatedDate1, IEPIFSPServiceInitiatedDate2] - The

date the service described in the plan begins or was scheduled to begin.

- Educational Environment [IEPIFSPEducationalEnvironment1, IEPIFSPEducationalEnvironment2] - Specific service for which the child has been determined eligible and through which the child receives direct or indirect service. This is not the program, school, or placement in which the child is served, but rather the agency or provider authorizing the service.
- Service Location [IEPIFSPServiceLocation1, IEPIFSPServiceLocation2] - The location where authorized services are to be implemented. This may be a day care center, school, hospital, home, or other service location where authorized services are provided to the child.
- Service Type [IEPIFSPServiceType1, IEPIFSPServiceType2] - Refers to the service delivery system.

Linkage Elements

First Name [FirstName], Middle Name [MiddleName], Last Name [LastName]

Date of Birth [DOB]

Gender [Sex]

Race [Race]

Ethnicity [Ethnicity]

**Agency Source: Miami-Dade County Community Action and Human Services Department,
Head Start/Early Head Start Program**

Description of data set. Child and family demographic variables including address for linking to census tract, early childhood enrollment and assessment data collected programmatically and housed in administrative databases.

Child participation data will include years of Early Head Start and Head Start participation, attendance.

Early childhood assessment data will include readiness and screening assessments, such as:

- Health screening, disability information
- Acuscreen developmental screening
- Social, Emotional Assessment: Devereux Early Childhood Assessment (DECA)
- School Readiness Assessment: Galileo
- VPK Assessment(s)

Early childhood classroom/program data will include programmatic assessments of classroom and program quality, such as:

- Classroom Assessment Scoring System (CLASS) and Environmental Rating Scale-Revised (ERS-R)

Linkage Elements

- First Name, Middle Name, Last Name
- Date of Birth
- Gender
- Race
- Ethnicity

Agency Source: Early Learning Coalition (ELC) of Miami-Dade and Monroe Counties

Description of data set. Child and family demographic variables including address for linking to census tract, early childhood enrollment, participation and assessment data collected programmatically and housed in administrative databases.

Child participation data will include years of participation in ELC-administered programs such as Voluntary Pre-Kindergarten (VPK), School Readiness, and Early Head Start childcare, attendance. In addition, participation in Thrive by Five programs is included.

Early childhood assessment data will include school readiness and screening assessments, such as:

- Developmental/health screeners such as Ages and Stages Questionnaire (ASQ)
- VPK Assessment(s)
- Learning Accomplishment Profile (LAP-D and E-LAP)

Early childhood classroom/program data will include programmatic assessments of classroom and program quality, such as:

- Classroom Assessment Scoring System (CLASS) and Environmental Rating Scale-Revised (ERS-R)
- Thrive by Five QIS participation and rating, program receipt of Thrive by Five services, teacher credentials and education stored in WELS database.

Linkage Elements

- First Name, Middle Name, Last Name
- Date of Birth
- Gender
- Race
- Ethnicity

Any data from ELC may only be used in accordance with F.S.1002.97(3)(b) and F.S.1002.72(3)(a)(2) as applicable.

Agency Source: The Children's Trust

Description of datasets. The datasets will include aggregated community information, early childhood education programs and staff, Trust funded program information, as well as child-level information about The Children's Trust Book Club members and early intervention program participants.

Aggregated neighborhood and community indicator information will inform neighborhood and community needs and child well-being, such as the US Census and other administrative data sources related to child health, education, child welfare and juvenile justice.

Thrive by Five Quality Improvement System (QIS) early childhood education classroom/program data will include program location, capacity and enrollment, observational program quality data, financial supports provided, work force supports, and formative child assessments, such as:

- Florida Department of Children and Families (DCF) license data, capacity and enrollment/ attendance information,
- Classroom Assessment Scoring System (CLASS) observational program quality data,
- Formative child assessments using Teaching Strategies GOLD,
- QIS participation and program quality tier ratings and financial supports provided,
- Teacher/child care staff credentials and education, professional development and wage incentives.

Trust-funded program data will include program locations and aggregated enrollment/participation information for funded early childhood development, parenting, family services and youth development programs.

The Children's Trust Book Club mails monthly books and reading guides to children from birth until their fifth birthday. Information to be provided will include child and family demographic variables, enrollment, participation, and survey data collected programmatically and housed in administrative databases.

Trust-funded Early Intervention Programs will include child and family demographic variables, program enrollment, participation, and assessment data collected programmatically and housed in administrative databases.

Linkage Elements

- Child First Name, Last Name
- Parent First Name, Last Name
- Child Date of Birth
- Child Gender
- Child Race
- Child Ethnicity

Appendix B

Representative IDS Governance and Information Security Plan

Decision making authority

Consortium data will be stored and managed by the University of Miami Institute for Data Science and Computing (IDSC). In addition to following all University policies and guidelines regarding the security and protection of sensitive data, the Governance Committee and IDSC will jointly maintain a list of all IDSC personnel who will have access to the data stored on IDSC systems. Furthermore, IDSC will designate a Data Custodian who will be responsible for ensuring that all safeguards put in place to ensure unauthorized access to the data stored on IDSC systems are observed. Notification of change of custodianship or to the authorized list of personnel will be made in writing (email is acceptable) to the Governance Committee.

Standard policies and procedures

Consortium data will be managed through a documented governance process and committee as formalized by this Agreement, the data use and license application process and the accompanying Data Use and License Agreement.

Data content management

Data content is managed through annual review by the Governance Committee's written policies, which may be updated from time to time. This begins with a review of each Party's contributed data fields (as specified in Appendix A). Following the review and any needed procedural updates, each Party will provide agreed upon data updates to the University for integration within the IDS Data.

Data records management

Data records will be managed by IDSC on behalf of the University which has documented data security procedures and policies. In addition to following all University policies and guidelines regarding the security and protection of sensitive data, the Governance Committee and IDSC will jointly maintain a list of all IDSC personnel who will have access to the data stored on IDSC systems. Furthermore, IDSC will designate a Data Custodian who will be responsible for ensuring that all safeguards put in place to ensure unauthorized access to the data stored on IDSC systems are observed. Notification of change of custodianship or to the authorized list of personnel will be made in writing (email is acceptable) to the Governance Committee.

Data quality

The Governance Committee and IDSC will work together to establish minimum quality standards and quality control practices for data shared with the consortium. These standards and practices will help to ensure that sensitive information are not inadvertently shared with consortium or redistributed by the consortium without proper authorization.

Data access

Data access is limited as set forth above and as set forth by the data use and license application process and the accompanying Data Use and License Agreement.

Recordation

Contributing partners are responsible for maintaining adequate IDS data for release of information to the Consortium with redisclosures of Licensed IDS Data documented through the data use and license application and agreement process.

Data security and risk management

All servers used by the University to manage the IDS Data will be co-located at the NAP of the Americas hosting facility. The NAP maintains a 24x7 armed security presence. Physical access to IDSC systems are limited to a list of named personnel, which is enforced by local onsite NAP security personnel. All consortium data will be encrypted according to U.S. Federal Information Processing Standards (FIPS). At rest, data is encrypted using AES encryption with 128 bit keys. In motion, all transfers are encrypted using FIPS 140-2 compliant AES with 256 bit keys. All data is encrypted and decrypted on access automatically. Systems managing IDS Data will be entirely contained within the Research Network at the University. These systems are behind the University perimeter firewall, and also behind the Research Network firewall which includes SPI (stateful packet inspection) and integrated IDS/IPS services. All servers used for consortium data will have an OS-based firewall on top of the perimeter security, and all access will be controlled by VPN, providing an added layer of user-based network security and enabling auditing and attestation where needed. All systems will be kept up to date in accordance with industry best practices. In accordance with standard practices for all systems maintained by IDSC, all systems will be patched to current release schedules with appropriate security patches applied as they are distributed. All systems will be scanned weekly for vulnerabilities as well as verify best practices are being followed. All scanning will be performed by the University's Chief Information Security Office and validated by 3rd parties. Security scan/Best Practice review reports are prepared for all IDSC systems.

Appendix C
Data Use and License Agreement

MIAMI-DADE INTEGRATING DATA FOR EFFECTIVENESS ACROSS SYSTEMS
CONSORTIUM FOR CHILDREN

DATA USE AND LICENSE AGREEMENT

This Miami-Dade Integrating Data for Effectiveness Across Systems Consortium For Children ("IDEAS Consortium") Data Use and License Agreement (the "DULA"), effective _____ (the "Effective Date"), is entered into by and between the University of Miami (the "University"), located at Coral Gables, Florida, and _____ ("Licensee"), located at _____. For the purposes of this DULA, University and Licensee may be referred to individually as a "Party" and are referred to collectively as the "Parties."

WHEREAS, the IDEAS Consortium created the Miami-Dade County Integrated Data System ("IDS") to function as a centralized data repository for cross-sectional and longitudinal research activities to identify the factors that facilitate favorable educational and lifelong well-being outcomes for children; and

WHEREAS, the University serves as the administrator for the IDS that links data contributed by each IDS participating institution to identify and address children's school readiness needs and to improve services and resources needed to meet the needs of children, to achieve continuous improvement across programs, and to make informed public policy decisions; and

WHEREAS, the University also serves as a member of the Governance Committee for the IDEAS Consortium; and

WHEREAS, the Licensee desires to use the Licensed IDS Data for non-commercial designated public benefit, program evaluation, quality improvement, or research purposes provided these are used to identify and address children's school readiness needs and to improve services and resources needed to meet the needs of children, to achieve continuous improvement across programs, and to make informed public policy decisions for children in Miami-Dade County; and

WHEREAS, the Licensee has submitted a Data Use and License Application that has been reviewed and approved by the IDEAS Consortium Governance Committee and University as IDS Administrator, attached as Exhibit 1.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. The Parties agree that the following terms when used in this Agreement shall have the following meanings and that the terms set forth below shall be deemed to be modified to reflect any changes made hereafter to such terms by law or regulation.

- 1.1. "De-identified Information" shall have the same meaning that the term has under applicable law. "De-identified Information" shall include without limitation (i) information that has been de-identified in accordance with the requirements for de-identification under 34 CFR § 99.31(b).
- 1.2. "IDS Data" shall mean data inputs relating to the IDEAS Consortium, housed in the IDS.
- 1.3. "Licensed IDS Data" shall mean IDS Data that constitutes de-identified information that the University prepares for transfer under any and all DULAs in accordance with 34 CFR 99.31(b).
- 1.4. "Governance Committee" is defined as the governing body, comprised of one member from each of the institutions contributing the IDS Data, which oversees all aspects of the collaboration relationship between the Parties contemplated hereunder, the IDS Data, the Licensed IDS Data, and related data uses.
- 1.5. "Licensee" is defined as any Party, individual or organization approved through a Data Use License Agreement with the University to utilize Licensed IDS Data.
2. Approved Use and Data Elements. The Licensee's Data Use and License Application was approved by the Governance Committee on _____, 20__ and the approved application form is attached as Exhibit 1. The application details the permitted use(s) of the Licensed IDS Data as well as the approved data elements to be disclosed by the University. Licensee may use the Licensed IDS Data for non-commercial designated public benefit, operations program evaluation, quality improvement, or research purposes provided these are used to identify and address children's school readiness needs and to improve services and resources needed to meet the needs of children, to achieve continuous improvement across programs, and to make informed public policy decisions for children in Miami-Dade County. If the Licensee is using Licensed IDS Data for designated research, the use of the Licensed IDS Data shall be solely limited to data use in accordance with the IRB approved protocol (if applicable) titled _____ (the "Project"). Licensee represents that it shall only provide the Licensed IDS Data to authorized individuals with a need to know such information and who are employed by Licensee. Licensee further agrees not to use the Licensed IDS Data for any purpose independent of, separate from, or not directly connected to the purpose(s) specifically approved by the Governance Committee, as shown in the approved Data Use and License Application in Exhibit 1.
3. Scope of Agreement. The Licensee shall only receive de-identified information and will not be permitted to receive any information that identifies an individual. The Parties agree that this DULA is valid only if the data received is de-identified information. Should any individual identifiers, direct or otherwise, be listed, provided, or otherwise disclosed, Licensee acknowledges and agrees that it shall promptly notify University and immediately comply with all attendant legal and regulatory requirements related to such information.
4. Intellectual Property. Licensee acknowledges that it has no ownership rights with respect

to the Licensed IDS Data, and that it may only receive and use the Licensed IDS Data for the purposes approved by the Governance Committee and in accordance with this DULA. No right, title, license or interest in or to the Licensed IDS Data is granted or implied to Licensee hereunder except as stated herein. Each IDEAS Consortium partner contributing IDS Data will retain ownership of the raw data contributed and will have ownership of any new data element generated as a result of data it provides. New data elements that are generated from data provided by more than one entity will be owned by the partners that contributed the original data elements. Notwithstanding the foregoing, Licensed IDS Data that is used, disclosed, or otherwise made available to Licensee pursuant to this DULA, regardless of the form or format of the data, including whether de-identified or aggregated, may not be used, sold, transferred, transmitted, or otherwise made accessible for any purpose, including without limitation for any commercial, for-profit purpose whatsoever, other than as expressly agreed to between the Parties or as required by law and evidenced by written authorization for same. For any approved research that is produced in whole, or in part, based on the Licensed IDS Data received herein, Licensee grants the IDEAS Consortium partners a non-exclusive license to reproduce and distribute final work products for the purposes of identifying and addressing children's school readiness needs, improving services and resources needed to meet the needs of children, achieving continuous improvement across programs, or making informed public policy decisions.

5. No Representation or Warranty. The Licensed IDS Data will be provided "as is, where is." As such, Licensee understands that there is no representation, warranty, or guarantee as to the accuracy of any Licensed IDS Data the University provides or any research, disclosures, results, findings, reports, end products or dispositions generated thereby or in connection therewith.
6. Data Transfer. Licensed IDS Data will be transferred to Licensee through a Secure File Transfer Protocol (SFTP) provided or approved by the Governance Committee. The Licensee will be provided secure access to the SFTP and will be allowed to download the Licensed IDS Data file(s) for a limited period of time after which access to the SFTP will be removed.
7. Safeguarding the Data. Licensee agrees to employ technical, physical and other measures to safeguard Licensed IDS Data in a secure and confidential manner that prevents uses or disclosures of the Licensed IDS Data not permitted by this DULA. The University shall not be responsible for the security of the data held or maintained by Licensee. Licensee may disclose the Licensed IDS Data to an agent, contractor, or employee with a need to know and involvement in the approved Data Use and License Application; provided, however, that the disclosure and subsequent use is pursuant to a written agreement with said agent, contractor, or employee containing the same restrictions, terms and conditions as set forth in this DULA; provided, further, that Licensee does not and does not allow said agent, contractor, or employee to store, create, maintain or transmit Licensed IDS Data outside the United States without prior written consent by an authorized representative of the University and the Consortium Governance Committee.
8. Re-identification. Licensee will not re-identify, or attempt to re-identify, or allow to be re-identified, any individuals who are the subject of the Licensed IDS Data, or their relatives,

family or household members. In doing so, Licensee shall not link any other data elements to the Licensed IDS Data without written authorization of the University and the Consortium Governance Committee. Further, Licensee shall not use the Licensed IDS Data in an attempt to track individuals, link to an individual's data from other data sources, determine real or likely identities, gain information about an individual or contact any individual (or next-of-kin) who is the subject of the IDS Data. Any use or re-disclosure of data not permitted by this DULA shall result in the immediate suspension of access to the Licensed IDS Data, possible termination of the DULA, and possible legal action.

9. Breach Notification. Licensee agrees to report to the University and the Governance Committee any use or disclosure of Licensed IDS Data not authorized by this DULA. Licensee shall make the report to University and the Governance Committee not less than five (5) business days after Licensee learns of such use or disclosure. Licensee's report shall identify:

- 9.1. The nature of the unauthorized use or disclosure,
- 9.2. The Licensed IDS Data used or disclosed,
- 9.3. Who made the unauthorized use or received the unauthorized disclosure,
- 9.4. What Licensee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- 9.5. What corrective action Licensee has taken or shall take to prevent future similar unauthorized use or disclosure.

Licensee shall provide such other information, including a written report, as reasonably requested by University and the Governance Committee.

10. Publications. Licensee may not use Licensed IDS Data in a publication without first obtaining the express approval of the IDEAS Consortium Governance Committee or such review/approval process as may be outlined by the Governance Committee in a formal policy to promote research integrity as created and/or modified by the Governance Committee from time to time. If Licensee desires to publish or otherwise distribute or use, in whole or in part, any aggregate data or reports provided hereunder, Licensee must first submit copies of draft publications or dissemination material or summaries of verbal presentations to Governance Committee for review and comment and the form of any trademarks and attribution must be approved by the Governance Committee prior to publication. Publications must include a disclaimer that credits the IDEAS Consortium and a respective Party's authors for any analysis, interpretations, or conclusions reached, and must specify that the conclusions expressed therein are solely those of the authors and should not be considered as representing the policy of the other Parties. Publications shall include the proposal approval number generated by the University for tracking purposes.

11. Use of Name. The Licensee agrees that it will not, without the prior written consent of the

University and the Governance Committee, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, image or likeness of the University or any other IDS participating institution.

12. Term and Termination. This DULA shall become effective on the Effective Date identified herein on page 1 and shall continue for so long as Licensee or third parties to which Licensee disclosed the Licensed IDS Data retain the Licensed IDS Data, unless sooner terminated as set forth in this DULA. University may terminate this DULA immediately if University makes the determination that Licensee has materially breached this DULA or otherwise violated any other applicable laws. University may terminate this DULA, at its sole discretion, upon thirty (30) days' advanced written notice to Licensee. In the event of termination of this DULA for any reason, Licensee agrees to return or destroy all Licensed IDS Data in its possession within thirty (30) days, if it is feasible to do so. If it is not feasible for the Licensee to return or destroy said data, Licensee will notify University in writing within five (5) days of University's notice. Upon mutual agreement of the Parties that return or destruction of data is infeasible, Licensee agrees to extend any and all protections, limitations and restrictions contained in this DULA to Licensee's use and/or disclosure of any data retained after the termination of this DULA, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Licensed IDS Data infeasible. Licensee must require all subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this DULA to the subcontractors' and/or agents' use and/or disclosure of any Licensed IDS Data retained after the termination of this DULA. The obligations contained herein shall survive the termination or expiration of this DULA.
13. Indemnification. Licensee shall indemnify, defend and hold harmless the all of the parties to that certain Data Collaboration and Sharing Agreement dated _____, 2021 and University and its respective trustees, officers, directors, agents, employees, faculty, students and representatives from and against any and all losses, liabilities, penalties, demands, suits, judgments, claims, fines, actions, damages and expenses arising from any violation of this DULA, including but not limited to the negligent or intentional act or omission of Licensee, its employees, contractors, representatives, agents, or other members of its workforce with respect to their use and/or disclosure of Licensed IDS Data, even if the liability is not directly to the third party, but imposed as a penalty. The indemnification includes but is not limited to any costs to the University based on Licensee's conduct or other actions University needs to take to avoid being penalized or to mitigate damages. Accordingly, on demand, Licensee shall reimburse University for any and all damages, losses, liabilities, lost profits, fines, penalties, credit monitoring costs, notification costs, audit costs, marketing costs, consultant fees, and other costs or expenses which may be incurred by reason of any suit, claim, action, proceeding or demand by any third party or any governmental agency which results from Licensee's breach hereunder. Nothing in any underlying agreement or any other agreement between the Parties, terms of service or other instrument, warranties or any limitation of liability, shall be construed in any way to limit or exclude Licensee's obligation to indemnify hereunder or its liability for damages caused by any acts in violation of this DULA and/or the negligence, willful misconduct or fraud on the part of Licensee. Notwithstanding the above, if applicable, the provisions of section 768.28, Florida Statutes shall limit any claims, judgment, losses, penalties, fines, liabilities, actions, damages and expenses arising from any violation of this

DULA.

14. Liability. The University's and its affiliates' total aggregate liability to Licensee or any third party for any damages, losses, fees, charges, expenses and/or liabilities arising out of or in connection with this DULA shall not exceed fifty thousand dollars (\$50,000.00) in total.
15. Notification. Service of all notices under this DULA shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt. While copies of notices may be sent via electronic mail, it shall not constitute effective notice under this DULA.

To University:

University of Miami
Office of Vice Provost for Research & Scholarship
Research Administration
1320 South Dixie Highway, Suite 650
Miami, FL 33146

With a copy to:

University of Miami
Attn: Rebecca Bulotsky Shearer, Ph.D, Associate Professor
Department of Psychology, Child Division
5665 Ponce de Leon Blvd
Coral Gables, FL 33146

With a copy to:

University of Miami
Office of the General Counsel
1320 S. Dixie Highway, Suite 1250
Coral Gables, FL 33146
Telephone: 305-284-2700
Facsimile: 305-284-5063

To Licensee:

Licensee Name

Attn:

Address:

Telephone:

Facsimile:

Email:

16. Assignment. University, subject to approval of the Governance Committee, may assign this DULA and/or its rights thereunder at any time upon written notice to Licensee.
17. Amendment. No amendment of this DULA will be effective unless it is in writing and signed by the Parties.

In Witness Whereof, the Parties hereto have duly executed this Agreement as of the dates set forth below.

University of Miami

Licensee Name

By: _____

By: _____

Name

Name

Title

Title

Date

Date

Exhibit 1

Data Use and License Application

MIAMI-DADE INTEGRATING DATA FOR EFFECTIVENESS ACROSS SYSTEMS (IDEAS) CONSORTIUM FOR CHILDREN

DATA USE LICENSE APPLICATION

The data use license application policy for the Miami-Dade IDEAS Consortium for Children is established by the Governance Committee, pursuant to the IDEAS Consortium Data Collaboration and Sharing Agreement (effective ____). Applications to conduct research using data held within the IDEAS Consortium must be reviewed and approved by the Governance Committee.

The application consists of the following elements:

- 1) Applicant contact information and IDEAS Consortium sponsoring agency(ies)
- 2) Statement of the research, program evaluation or continuous quality improvement need or problem to be addressed
- 3) Value of the research to the IDEAS Consortium and/or to Consortium partners
- 4) Brief rationale supporting the specific research problem and the questions/hypotheses to be addressed
- 5) Explicit statement of the questions/hypotheses to be addressed and the variables to be analyzed. Include specific data fields currently maintained by the IDEAS Consortium which will be used in the study, as well as any data that is proposed to be added or updated
- 6) Description of the research design and methods of analysis to be employed
- 7) Anticipated uses and dissemination strategies for results

The applicant must agree to execute and uphold all provisions of a related Data Use License Agreement.