

INTERDEPARTMENTAL STUDENT DATA PRIVACY AGREEMENT

This Interdepartmental Student Data Privacy Agreement dated August 3rd 2018 (hereinafter "Agreement") is by and between the following departments of the City of Cambridge ("City"), the City of Cambridge School Department ("School Department") and the City of Cambridge Public Health Department ("CPHD"). Pursuant to this Agreement, the School Department will provide CPHD with access to confidential student records and/or confidential student record information for the purposes of collecting or performing statistical analyses of student data and/or providing school health services, including without limitation the School Health Program and the Dental Services Program, pursuant to and consistent with the Cambridge School Committee's October 17, 2000 Order No. C00-49 regarding school health services and mandated screening programs, G.L. c. 71, § 57 and the Essential School Health Services Grant, which require student data in order to perform such services and functions (the "Services").

1. In the course of performing the Services, CPHD will obtain the data referenced in the above introductory paragraph, which contain personally identifiable student records, data and/or personally identifiable information and/or other non-public information, including but not limited to, student data, meta data and user content ("Data Files"). The School Department and CPHD acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974, 29 U.S.C. §1232g ("FERPA") and any regulations promulgated thereunder, including without limitation 34 C.F.R. §99.31(a)(1)(i)(B), and Massachusetts student record regulations, 603 C.M.R. 23.00 ("State Regulations"). The Data Files will be used by the CPHD's employees to populate student data for the purpose of delivering the Services described above, which are institutional services and functions of the School Department. CPHD further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Agreement shall not under any circumstances transfer from CPHD to any other party. CPHD further represents and warrants that it utilizes Snap Cloud for the use and maintenance of the Data Files in connection with the provision of the Services described above and that CPHD has required Snap Cloud to adhere to the student data privacy protections as set forth in this Agreement such that the School Department may, upon CPHD's request, directly upload the Data Files to Snap Cloud for CPHD's use in connection with the delivery of the Services, described above. The School Department and CPHD acknowledge and agree that this Agreement does not govern any confidential information that CPHD may obtain directly from the student and/or his/her parents/guardians, including data gathered by the Cambridge Health Alliance, of which CPHD is a part, (hereinafter "CPHD Data"), and that all CPHD Data is governed and managed in accordance with the CPHD's own data maintenance and privacy procedures and the provisions of the Health Insurance Portability and Accountability Act of 1996, 29 U.S.C. §1181 et. seq. ("HIPPA") and any regulations promulgated thereunder.
2. CPHD acknowledges and agrees that it will provide the Services. CPHD further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law applicable to the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. CPHD also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of the School Department. Additionally, CPHD agrees that only authorized employees of the CPHD directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data,

meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that CPHD and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of the School Department and their authorized agents cannot identify any students.

3. CPHD also acknowledges and agrees to:

- (i) use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services.
- (ii) subject to any and all applicable laws, not copy, reproduce or transmit the Data Files or any portion thereof, except as necessary to fulfill the Services.
- (iii) not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and any appropriate federal regulations and/or any appropriate state laws and state regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable data from any entity under FERPA and/or any appropriate federal and/or state regulations.
- (iv) upon receipt of a request from the School Department, immediately provide the School Department with any specified portion of the Data Files.
- (v) in the event that the CPHD and/or any of its subcontractors or agents to which the CPHD may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. CPHD also will provide the School Department with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.
- (vi) upon receipt of a litigation hold request from the Cambridge Law Department, immediately implement a litigation hold and preserve all documents and data relevant identified by the Cambridge Law Department and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
- (vii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of the School Department.

4. The designated representative for the CPHD for this Agreement is:

Claude-Alix Jacob
Chief Public Health Officer
Cambridge Public Health Department
119 Windsor Street
Cambridge, MA 02139
Phone: 617-665-3800
Facsimile: 617-665-3888

and

The designated representative for the School Department for this Agreement is:

Steve Smith
Chief Information Officer
Cambridge Public Schools
Information, Communications & Technology Services
459 Broadway
Cambridge, MA 02138
Phone: 617-349-3055
Facsimile: 617-349-6880
Email: ssmith@cpsd.us


5. CPHD represents that it is authorized to bind to the terms of this Agreement, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.

6. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.


IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

CAMBRIDGE PUBLIC HEALTH
DEPARTMENT

CAMBRIDGE PUBLIC SCHOOLS

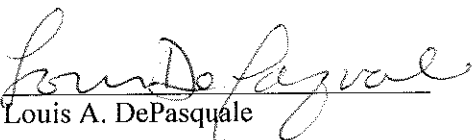


Claude Alix Jacob
Chief Public Health Officer



Kenneth N. Salim, Ed.D.
Superintendent of Schools


CITY MANAGER



Louis A. DePasquale

APPROVED AS TO FORM:

CITY SOLICITOR



Nancy E. Gowa