

**APPENDIX D**  
**ETO Partner Data Privacy Terms and Conditions**  
**(Only Applicable if Partner Accesses and Uses Efforts to Outcomes)**

1. ETO Data. Efforts to Outcomes (“ETO”), a product of Social Solutions, is a cloud-based case management system to help schools and community partners exchange information that will assist them in coordinating services for students to help them achieve academic outcomes.
  - 1.1. UWSL has purchased ETO for use by Partners. Partner may use ETO (i) as a direct user, inputting data into ETO via such Partner’s authorized users (“**Authorized Users**”) in the relevant Promise Partnerships, who have been trained by UWSL, have signed an ETO End User Agreement (Appendix K) (an “End User Agreement”) or (ii) as a bridge user, supplying data via such Partner’s Authorized Users via secure file transfer to UWSL’s Data Integration Manager, who will transfer such data into ETO. UWSL and the Partner will define the fields of data to be entered into ETO. ETO contains Personally Identifiable Information (as defined below) and Non-Personal Information (as defined below) related to Clients receiving services from all Partners within all Promise Partnership communities. The current list of Partners in the relevant Promise Partnerships (along with the contact person for each Partner in charge of the management, processing, and distribution of Data for such Partner) will be provided upon request and may be amended by UWSL at any time, in writing or by electronic means, without the consent of Partner. Clients may be students, parents or other individuals accessing services offered by one or more of the Partners in the Promise Partnerships.
  - 1.2. The Parties recognize that collection, storage, use, and sharing of data may be subject to certain federal and state laws, including, but not limited to, [the Family Educational Rights and Privacy Act](#) (“**FERPA**”), a federal law designed to protect the confidential information of individuals related to education, the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), a federal law designed to protect the confidential information of individuals related to their medical care and history and the Utah Government Records Access and Management Act (“**GRAMA**”). If and to the extent such laws apply to such Party, each Party agrees to comply with all applicable federal and state laws when uploading Client information to ETO and when allowing other Partners in each relevant Promise Partnership to access and use such Client information in ETO.
  - 1.3. For purposes of this Agreement, “**Personally Identifiable Information**” is defined as data, information, or records (including educational records) that contain protected or personally identifiable data, information, and records (“**PII**”) and/or protected health information as defined by HIPAA (“**PHI**”), and “**Non-Personal Information**” is defined as data, information or records that do not contain Personally Identifiable Information, because such data, information or records (a) do not contain PHI (for information subject to HIPAA), (b) have been rendered anonymous or non-identifying, (c) have been aggregated or (d) are statistical in nature so as to protect the privacy and safety of Clients.

**1.4. ETO will serve as the sole data system for non-school partners to have real-time access to educational records. Any other data systems that contain educational records will be for review and analysis in specified meetings only, and only for the duration of such meetings.**

2. Partner is Responsible to Obtain Appropriate Consents, Waivers or Authorizations.

**2.1. Partner must obtain authorization from each Client** (or the Client's parent or guardian if the Client is under 18) of Partner to disclose and share in ETO such PII with the other Partners in each relevant Promise Partnership by obtaining a written, signed waiver in compliance with FERPA (a "**FERPA Release**"). The FERPA Release is (i) a release by the Client (or the Client's parent or guardian if the Client is under 18) of certain protections under FERPA, (ii) a consent for the Client's PII to be entered into ETO, and (iii) a consent to the sharing of the Client's PII with the other Partners in each relevant Promise Partnership, provided that such Partners have entered into a substantially similar agreement to this Agreement, and (iv) a further consent to the sharing of PII gathered by the Partner and the relevant Promise Partners to other Promise Partners and to school officials. The FERPA Release will remain in effect until and unless it is revoked by the parent, guardian or adult 18 years or older who signed it, or if signed by a parent or guardian, at the time the student turns 18.

2.2. In addition, a staff member employed by Partner shall inform each Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) about the purposes for which information is being obtained and about how it may be shared and used by the relevant Promise Partnerships. If Partner is not subject to FERPA, Partner shall supply such information through each of the following methods:

2.2.1. Posting the Privacy Notice (Appendix H) (the "**Privacy Posting**") or a substantially similar posting at all locations where Partner has Client interaction. The Privacy Posting must be posted in the most common languages of population groups in Promise Partnerships (Arabic, Burmese, English, French, Karen, Nepali, Persian, Somali, Spanish, and Swahili). UWSL will provide Privacy Postings in these languages. It is Partner's responsibility to translate the posting into any languages not provided by UWSL that it feels necessary.

2.2.2. Screening the Promise Partnership Data Sharing Video in English and/or Spanish at locations where Clients and their parents are likely to be present. Videos are available upon request.

2.3. Partner will not deny services for which a Client would otherwise be eligible or provide a different quality of service if the Client chooses not to sign a FERPA Release.

2.4. Partner shall:

2.4.1. Deliver the original copy of a signed FERPA Release to the student's school to be entered into the district's database by the school secretary within 5 business days.

2.4.2. Provide a copy of the FERPA Release to any Client who requests a copy of their Waiver.

2.4.3. Immediately inform UWSL Data Integration Manager upon the expiration of revocation of any client's FERPA Release.

2.4.4. Make reasonable efforts to review with and explain to each Client (or the Client's parent, guardian or Personal Representative as necessary and as allowed by applicable law for each Client under the age of 18) data that is being collected on the Client and trends in that data.

3. Personally Identifiable Information Requirements.

3.1. Partner acknowledges that Educational Records imported into ETO with a FERPA Release contains information from the educational record for each Client that will be shared with relevant Promise Partnerships, provided that each Client (or the Client's parent or guardian if the Client is under 18) has provided a signed FERPA Release. Data shared shall be limited to the data elements specifically defined and authorized in accordance with the requirements of FERPA, 20 USC 1232g. Specifically, the data will be shared under provision 20 U.S.C. § 1232g; 34 CFR Part 99 of FERPA which allows schools to disclose records if a "parent or eligible student shall provide a signed and dated written consent before an educational agency or institution discloses personally identifiable information from the student's education records."

3.2. Certain reports and queries will be built by UWSL to help facilitate and advance continuous improvement around shared community goals. Such stock reports may be accessed, used, and disclosed only in accordance with this Appendix D.

3.3. At the time that UWSL and Partner work to implement Partner into ETO, the parties will create a data plan designating what personally identifying information Partner will maintain in ETO. Partner acknowledges and agrees that, in order to continuously measure progress toward shared community-level goals, Partner must maintain the Personally Identifiable Information as outlined in the data plan created with UWSL. Partner must upload any client Personally Identifiable Information to ETO within 5 business days of collecting such Personally Identifiable Information or providing the relevant intake/service; provided, that Partner should take reasonable steps to ensure such Personally Identifiable Information is entered within 24 hours of collecting such Personally Identifiable Information, when possible. Partner further agrees to provide appropriate staff support to perform Partner's duties and responsibilities set forth in this subsection 3.3 and as otherwise set forth in this Appendix.

4. Gathering, Entering, and Transferring Accurate and Secure Data. Partner shall:

4.1. Only use ETO (i) in accordance with applicable law and (ii) in accordance with this Agreement and any other applicable license agreement or terms of use.

- 4.2. Ensure that data entry is done only by Authorized Users.
- 4.3. Appoint one Authorized User who will (i) monitor/audit data for accuracy, completeness, correctness and for compliance with the terms of this Agreement
- 4.4. Store data collection tools (i.e. intake forms, attendance sheets, FERPA Releases that are onsite temporarily before being transferred to the CS Director, and other documentation) in secure, locked locations.

4.5. Authorized Users shall:

- 4.5.1. If using ETO as a direct user, gather and enter any new data into ETO as promptly as practicable, but in any event no later than 10 business days, after collecting such new data or providing the relevant intake/service. If using ETO as a bridge user, provide to UWSL on a schedule to be established by UWSL and the Partner and via secure file transfer, of mutually agreed-upon data points for upload to ETO.
- 4.5.2. Not alter or modify data that is gathered and/or stored in ETO, unless doing so is for the purposes of making factual updates or corrections.
- 4.5.3. Not intentionally omit or augment data.
- 4.5.4. Ensure that any transfers of Personally Identifiable Information or other sensitive information happen via secure transfer methods. Files themselves must be password protected. No Personally Identifiable Information (with the exception of student names that have no other identifiers) will be transferred within Partner or between Partner and UWSL or the other Partners via any other format than secure file transfer.

5. Resolving Complaints/Consumer Protections. Partner shall:

- 5.1. Resolve complaints from each Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) of improper disclosure of information in violation of this Agreement and/or applicable laws.
- 5.2. Provide reasonable access to each Client (or the Client's parent, guardian or Personal Representative if the Client is under 18 (unless Partner has been advised that such parent, guardian or Personal Representative does not have the authority under applicable law governing such matters to access such records and or information) who wishes to see his/her records and information. When providing a Client with access to his/her records, Partner should provide either a screen visual (without allowing direct access to input devices) or a hard copy printout, to protect the confidentiality of all other records.
- 5.3. Respond to any reasonable requests from a Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) for amendments to information that the Client (or the

Client's parent, guardian or Personal Representative if the Client is under 18) believes is inaccurate, misleading, or in violation of the privacy or other rights of the Client.

5.4. If a Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) requests in writing that such Client's information be removed from ETO, Partner shall contact UWSL to request that the data be removed (subject to UWSL's right to keep archival copies of such information without Personally Identifiable Information). Partner will inform the Client (or the Client's parent, guardian or Personal Representative if the Client is under 18) that (i) the data fields that could be used to identify the Client will be altered to obscure that identity and that (ii) only data entered directly or bridged into ETO can be removed. To remove the Client's data from the other Partners in the relevant Promise Partnership, Partner must contact the entity that manages ETO with Client's request.

6. Changes to ETO. Partner shall:

6.1. Notify the UWSL Data Integration Manager if any Partner Authorized User terminates his/her employment with Partner or poses a threat to the security of the system or its data, so that UWSL can withdraw access to ETO immediately.

6.2. Notify the UWSL Data Integration Manager of any staffing changes/new hires within 1 week of the change and arrange any new hire's schedule so that they can attend one ETO training.

7. UWSL's Responsibility for Building ETO Capacity. UWSL will:

7.1. Provide Partner a finite number of licenses to the Authorized Users, at a value of <<\$472.90>> per license, with each license being permission-based and providing access only to the information that the Authorized User requires to perform job functions; provided that Partner may assign or transfer a license or obtain an additional license upon the written consent of UWSL. UWSL will assign permissions to these licenses.

7.2. Coordinate initial end-user training (including confidentiality training that reviews the procedures in this document) on the use of ETO for each Authorized User. Until such a training and until each Authorized User signs an End User Agreement, such Authorized User will neither receive login credentials/system access nor be able to input data into ETO.

7.3. UWSL will provide support of its staff for the following. Maintain reports, queries, dashboards, or forms in ETO that (a) help partners recruit students into initiatives, (b) provide them with targeted supports, (c) track their progress and outcomes in rapid-time, and (d) support the development of individualized instruction, service plans, and otherwise support their academic, health and family financial stability outcomes.

7.4. Support Partner in the development of performance measures related to ETO for the purpose of short-cycle continuous improvement and to observe replicable strategies to scale in geographies outside of Promise Partnerships.

- 7.5. Offer additional trainings based on partner input and need.
- 7.6. Provide notification of any planned changes to subsequent agreements that will replace this Agreement.
8. Partner's Responsibility for Building ETO Capacity. Partner staff will:
  - 8.1. In regular meetings with the other Partners in relevant Promise Partnerships, discuss evolving issues and critical components of this Agreement.
  - 8.2. Report in rapid-time all relevant information (i.e. software glitches, potential database breaches, training needs, etc.) to [etohelp@uw.org](mailto:etohelp@uw.org)
  - 8.3. Attend introductory, refresher, and special trainings on topics chosen by UWSL and Partners.
9. Maintaining Security of ETO Usernames/Passwords. Authorized Users will:
  - 9.1. Choose a password that is different from the Authorized User's other passwords and meets ETO's specifications.
  - 9.2. Change their password anytime they feel it has been compromised.
  - 9.3. Maintain their username and password in a secure, discreet location.
  - 9.4. Log off of ETO if circumstances require them to leave their computer terminal while logged into ETO.
  - 9.5. Use a monitor privacy screen or other reasonable methods to prevent passers-by from viewing information stored in ETO.
  - 9.6. Refrain from sharing user identification and passwords with any other partner, business, or individual.
  - 9.7. Not intentionally cause any manner of corruption to ETO.
  - 9.8. Users may be asked to use two-factor authentication to log into ETO
10. Misuse and Restrictions
  - 10.1 If a user fails to comply with any responsibilities listed above UWSL has the right to remove or restrict their access to ETO.

10.2. ETO access can be restored after the End User meets with UWSL to review their responsibilities as outlined in the ETO End User Agreement and completes additional training provided by UWSL.

11. UWSL may make the following information from an educational record of a student visible to all ETO users, to reduce duplication of record creation: student's first, middle, and last name; student's district ID; school name; birthdate; and gender, provided that the Client's school district has given public notice to such Client (or his/her parent or guardian if the Client is under 18) in an Annual Notification according as described in 34 CFR Part 99.37. No other data elements will be available globally to ETO users.

<sup>[1]</sup> While we recognize that the data we discuss may be available in the public domain, such public data is often difficult to find and interpret. Because we have *formatted* this data in ways not previously done, we consider it Promise Partnership data. As such, it should not be shared outside of this meeting/project/communication.

<sup>[2]</sup> The guidance above applies to data collected by organizations *other than your own*.

<sup>[3]</sup> Data on proficiency, growth, school grades, and demographics (including mobility and low-income rates), and more is available in the Utah State Board of Education (USBE)'s Data Gateway. Reports on graduation rates by school and by certain sub-categories and other education outcomes are also available on USBE's website. Census data is available on the [Utah Community Data Project](#)'s website, and at [census.gov](#). Data on health insurance, health access, healthy system factors, risk and resiliency factors, and community health indicators and other health outcomes are available on the Utah Department of Health's website. Reference in particular [IBIS-PH Indicator-Based Information System for Public Health](#) and [Utah Behavioral Risk Factor Surveillance System](#).