

OAK PARK AND RIVER FOREST HIGH SCHOOL

201 NORTH SCOVILLE AVENUE □ OAK PARK, IL 60302-2296

Date: September 18, 2018
To: Committee of the Whole
From: Dr. Joylynn Pruitt-Adams
Subject: Data Share Agreement with Housing Forward

BACKGROUND

Housing Forward is a part of the Oak Park Homelessness Coalition. Their aim to make homelessness rare, brief, and one time. The Oak Park Homelessness Coalition consists of 30-plus organizations working to end homelessness in Oak Park. They are funded through the Community Mental Health Board of Oak Park. Oak Park and River Forest Dist. 200 is a member of the Oak Park Homelessness Coalition. Housing Forward serves as a component of the coalition. The mission of Housing Forward is to transition people from housing crisis to housing stability by providing comprehensive “housing = services” solution for transitioning individuals and families out of homelessness. The core of services provided include outreach, shelter, employment, housing, and emergency services. There are 12 shelter locations associated with the Oak Park Housing Forward.

SUMMARY OF FINDINGS

The Data Sharing Agreement and Parent Consent Form authorizes the District to share the following categories of student information with Housing Forward: (a) student name; (b) grade; (c) school; (d) parent name; and (e) parent contact information. Parents may withdraw their consent at any time. Involvement in the program is on a voluntary basis and not mandatory for the school district or family. Housing Forward and its agents will not share any information that identifies me or my child with any other person, organization, agency or school without my further permission, or use my child’s information for commercial or any other unauthorized purposes

The intent of the data share agreement is to proactively identify and enroll homeless families identified by District 200 and connect them to Housing Forward for assessment for diversion services and, if needed, development of a housing plan, financial counseling, stability services, for which they may be eligible.

The overarching goal is to:

1. To connect homeless families to Stability Services offered by Housing Forward (primary)
2. To connect families to Housing Forward who the District learns may be experiencing a housing hardship within 8 weeks so the family can be screened for Homeless Prevention Services (secondary)

Strategic Plan: Goal 1 Holistic Community Education
Goal 3 Supportive Learning Environment

Board Goals:

District Policy:

AREA (708) 383-0700

TTY/TDD (708) 434-3949

<http://www.oprfhs.org>

FAX (708) 434-3910

OAK PARK AND RIVER FOREST HIGH SCHOOL

201 NORTH SCOVILLE AVENUE □ OAK PARK, IL 60302-2296

RECOMMENDATION

It is recommended that the Board of Education approve the Data Share Agreement with Housing Forward during the September 18, 2018 Special Board Meeting.

Strategic Plan: Goal 1 Holistic Community Education
Goal 3 Supportive Learning Environment

AREA (708) 383-0700

TTY/TDD (708) 434-3949

Board Goals:

<http://www.oprfhs.org>

District Policy:

FAX (708) 434-3910

OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT NO. 200
DATA SHARING AGREEMENT

1. **Nature of the Transaction.** This Data Sharing Agreement (“Agreement”) is entered into between Oak Park and River Forest High School District No. 200 (“Customer”) and Housing Forward (“Vendor”) (collectively, the “Parties”). The primary purpose of this Agreement is to permit the sharing of information related to students and their families to enable referrals for homelessness support and improved housing stability.
2. **Term of Agreement.** This agreement is in effect from September ____, 2018 through June 30, 2019. This agreement can be extended for an additional one-year term, at mutual written agreement of both Parties.
3. **Data to Be Disclosed.** Customer and Vendor to determine the Customer Data, as defined in Section 10, to be disclosed prior to executing this Agreement. The Parties shall identify all data to be disclosed on an addendum which shall be incorporated into this Agreement.
4. **Constraints on Use.** Vendor cannot advertise or use, publish, or otherwise make public or disclose any Customer Data or any analysis, results, compilations, or summaries of Customer Data (collectively “Data Summaries”), except as provided herein. All Data Summaries will be shared with Customer as it is the owner of the Customer Data as stated in Section 10. Vendor is permitted to use the Customer Data and Data Summaries strictly in providing the Services under this Agreement.
5. **Consent to Release Information.** Prior to sharing Confidential Information with the Vendor, Customer will obtain and retain all necessary consents and permission required by applicable law to disclose information identified in Addendum A to the Vendor. Customer will retain and maintain all such signed consents and permissions for at least one (1) year from the last date such consents and permissions are effective, or longer if required by law.
6. **Security.** Vendor agrees to employ commercially reasonable security measures that comply with all applicable federal and state laws and regulations regarding data security and privacy for the Customer Data that Vendor shall receive pursuant to this Agreement, including testing of its servers for viruses at reasonable intervals and maintaining backup copies of all content. Vendor shall maintain complete and accurate records of these security measures and produce such records to client for purposes of audit upon reasonable prior notice during normal business hours. Except as expressly provided in this Section, neither Vendor nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the negligence or intentional conduct of Vendor or its employees.
7. **Compliance with Applicable Law.** Vendor shall comply with all applicable local, county, state and federal laws and regulations, including without limitation those regarding the provision of educational software, copyright, student records, and student confidentiality, the Illinois School Student Records Act and the Family Educational Rights and Privacy Act. Vendor shall indemnify and hold Customer harmless for any claims made against Customer for breaches of this Section arising from the negligence of Vendor.
8. **Family Educational Rights and Privacy Act.** Vendor may receive education records

from Customer only as an incident of service or training that it is required to provide to Customer pursuant to the terms of this Agreement. In the event Customer provides Personally Identifiable Information (“PII”) (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Vendor, Vendor shall be deemed a “contractor” under 34 CFR 99.31(a)(1)(B), and Vendor shall fully comply with all requirements of 34 CFR 99.31(a)(1)(B)(1) through (3). Vendor acknowledges that PII is the confidential information of Customer and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Vendor agrees to abide by the requirements of applicable federal and state law pertaining to the protection and disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to its employees and personnel to the extent necessary to fulfill its obligations under the terms of this Agreement, Vendor shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Vendor agrees to promptly return to Customer any and all PII in Vendor’s possession.

9. **Third Party Equipment and Software.** Unless otherwise indicated in the SOW, Vendor will be responsible for the purchase of, and entering into appropriate licensing agreements concerning, any third party equipment and software necessary for the performance of the data management. Ownership and/or licenses for the third party equipment and software shall be in the name of Vendor. Customer shall not be responsible for the purchase, license, or any other cost of said third party equipment or software. If such equipment or software will be used to store or secure any Customer Data under Section 3, Customer’s written pre-approval of such purchases and subcontracting are required before use under this Agreement.
10. **Ownership.** All Customer PII (including but not limited to personally identifiable student information as defined by applicable state and federal law), and other data received by Vendor from Customer, including but not limited to that information disclosed on Addendum A (collectively, “Customer Data”) will remain Customer’s property, and upon the expiration or termination of this Agreement for any reason, all Customer Data will be returned to Customer or, if Customer is not willing to receive such data within six (6) months after expiration or termination of this Agreement, Vendor shall destroy the Customer Data. Vendor may use aggregate data from Customer that is not personally identifiable, for marketing purposes only. Vendor shall own any and all license rights, intellectual property rights, including copyright, trademark, patent and trade secret rights in and to any software or equipment that it uses in performing its services under this Agreement (“Software”), and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.
11. **Termination.** Customer shall have the right to terminate this Agreement immediately upon written notice to Vendor if Vendor is in material breach of this Agreement. In the event of termination, Sections 4, 6, 7, 8, 10, 13, 14, 15, 18, 20, 21, 22, and 23 shall survive any expiration or termination of this Agreement. Upon expiration or termination, Customer shall cease to use the Customer Data and return Customer Data to Vendor along with any proprietary materials provided to Customer in performance of this Agreement. At any time prior to expiration or termination of this Agreement, and also upon expiration or termination of this Agreement, Customer may demand return of the Customer’ Data provided to Vendor.
12. **Disclaimer of warranty.** The limited warranties set forth herein are exclusive and in lieu

of all other warranties and conditions, express or implied (including, but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement, statutory or otherwise). Customer acknowledges that Vendor is not the manufacturer of the equipment and expressly waives any claim against Vendor based upon any infringement or alleged infringement of any patent with respect to the third party equipment.

13. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless Customer and its board of education, individual board members, officers, directors, administrators, employees, agents, attorneys and assigns, against any third party claims, demands, causes of action, arbitrations, losses, liabilities, damages, and penalties, including reasonable attorneys' fees and court costs, to the extent arising from (1) any breach of this Agreement by Vendor; or (2) any negligent act or omission of Vendor or any of its employees, consultants, subcontractors or suppliers. Vendor shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by Vendor in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.
14. **Infringement Claim.** Vendor warrants that any Software will not infringe any valid United States patent, trademark, or copyright. Vendor shall defend, hold harmless, and indemnify Customer from and against any and all claims, actions, and liabilities brought by any third party alleging that the Software infringes upon a trade secret, or a registered patent or copyright in the United States and Vendor shall pay all costs and damages arising out of any such claim.
15. **Insurance.** Vendor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause Customer's board of education, individual board members, officers, administrators, employees, agents, attorneys, and assigns, to be named as additional insured on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Customer. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to Customer prior to any termination, cancellation or material amendment to that policy. Upon execution of this agreement and on an annual basis thereafter during the term of this agreement or any extension thereof, Vendor shall furnish to Customer certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

Type	Limits
1. Commercial General Liability	
1. Per Occurrence:	\$1,000,000
2. Aggregate:	\$2,000,000

2. Workers' Compensation:

Statutory Minimum

16. **Viruses.** Vendor will run a commercially available virus protection program against the Software prior to delivery to Customer and eliminate any viruses detected in that process.
17. **Damage to Property.** In the event Vendor is responsible for damage to or destruction of Customer's physical property (collectively "Damage") in performance under this Agreement Vendor shall, at its sole cost, repair or replace such Damage. Such repair or replacement shall return Damage to at least equivalent condition or function of such property immediately before the Damage occurred. In the case where Vendor does not repair or replace Damage within thirty (30) days, or other commercially reasonable timeframe, Customer may set off costs of such Damage against payments due to Vendor. Where Damage exceeds anticipated payments due to Oak Park and River Forest High School District No. 200 under this Agreement, Vendor shall reimburse Customer for remaining balance within thirty (30) days after demand.
18. **Taxes.** Neither federal excise tax nor State of Illinois Sales Tax applies to Customer. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Oak Park and River Forest High School District No. 200.
19. **Assignment.** This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.
20. **Applicable Law.** This Agreement shall be construed under the laws of the State of Illinois, exclusive of its choice of law's provisions. Both parties to this Agreement agree that any lawsuit, claim, arbitration, or mediation to enforce any of the terms and conditions of this Agreement, or any of the services performed pursuant to this Agreement, shall be brought in the Circuit Court of Cook County, and both parties agree that they will consent to the jurisdiction and venue of that court.
21. **Entire Agreement.** This Agreement and the addendum referred to in Paragraph 3 and attached hereto, constitute the entire agreement between the parties and supersede all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.
22. **Criminal Background Check.** Vendor shall conduct, at its own cost and expense, criminal background checks of all of its employees and agents who work on Customer's property. All such background shall be conducted in accordance with Section 10-21.9 of the School Code, 105 ILCS 5/10-21.9. Vendor shall not allow anyone to work at Customer's property whose criminal background check reveals items that would prohibit

them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which reasonably calls into question such individual's fitness to work with children. Vendor shall indemnify and hold Customer harmless for any claims made against Customer related to Vendor's breach of this Section.

23. **Consultants, Subcontractors, and Agents**. Vendor agrees to ensure that any consultant, subcontractor, or agent (collectively "Consultant") that Vendor hires, retains, consults with, or engages to perform any of the Services under this Agreement, agrees to all duties, obligations, restrictions, and conditions that apply to Vendor through this Agreement including but not limited the requirements in Sections 4, 6, 7, 8, 10, 11, 13, 14, 15, 18, 20, 21, and 22 of the Agreement. Vendor shall obtain Customer's written consent approving Consultant's performance of any Services under this Agreement and/or Consultant's receipt of Customer Data or Data Summaries. Vendor also shall enter into a written contract with any Consultant which specifically requires Consultant's compliance with this Section 23. Vendor further agrees that the Customer shall be named an intended third party beneficiary of each such contract with respect to the enforcement and enjoyment of the benefits of such terms and conditions. Vendor shall provide any contract required by this section to Customer upon Customer's written request.

Oak Park and River Forest High School
District No. 200

Housing Forward

Date

Date

Addendum A

Pursuant to Section 3 of the Data Sharing Agreement Concerning between Oak Park and River Forest High School District No. 200 (“Customer”) and Housing Forward (“Vendor”), Customer shall provide the following information and data to Vendor, which shall hereafter be included as “Customer Data” as that term is defined under Section 10 of the Data Sharing Agreement:

Student Name

Grade

School

Parent Name

Parent Contact Information

***Oak Park and River Forest High School
201 N. Scoville
Oak Park, IL 60302***

AUTHORIZATION TO SHARE STUDENT INFORMATION

Child's Name _____

Name of Parent or Guardian _____

I give my permission to Oak Park and River Forest High School District No. 200 ("District") to share information concerning my child with Housing Forward, so that Housing Forward can provide me with information about resources and support services for my child and my family. The information to be shared with Housing Forward will be limited to:

- Student Name
- Grade
- School
- Parent Name
- Parent Contact Information

I understand that Housing Forward and its agents will not share any information that identifies me or my child with any other person, organization, agency or school without my further permission, or use my child's information for commercial or any other unauthorized purposes. I also understand that this consent form will expire 30 days after the last day of my child's enrollment in Oak Park and River Forest High School District No. 200.

I understand that my permission to share my child's information with Housing Forward is voluntary and that I may withdraw this permission by written request to Oak Park and River Forest High School District No. 200, except to the extent that it has already been acted upon. Upon receipt of my written revocation of consent to share my child's information, the District will stop releasing new information about my child to Housing Forward. I understand that my refusal to give permission to share my contact information will not affect my child's program and services from Oak Park and River Forest High School District No. 200.

Signature of Parent or Guardian

Date

**District 200 and Housing Forward
Homeless Diversion Program**

Program Objective: To proactively identify and enroll homeless families identified by District 200 and connect them to Housing Forward for assessment for diversion services and, if needed, development of a housing plan, financial counseling, stability services, for which they may be eligible.

Service Goals:

1. To connect homeless families to Stability Services offered by Housing Forward (primary)
2. To connect families to Housing Forward who the District learns may be experiencing a housing hardship within 8 weeks so the family can be screened for Homeless Prevention Services (secondary)

Practical considerations and limitations:

1. The program is not mandatory for the school district or family.
2. The family may not want to receive assistance from Housing Forward
3. Housing Forward will prioritize families deemed most at-risk (i.e. high risk) of becoming literally homeless for services.

Process: The target population are families with children enrolled at District 200 and identified as qualified under the McKinney Vento Act. The process will be as follows:

Incoming Families (new):	Continuing Families (returning):
<p>PRIOR to referral to Housing Forward,</p> <p>D200 Registrar and Homeless Liaison will:</p> <ol style="list-style-type: none"> 1. Identify families newly certified as homeless under the McKinney-Vento Act 2. Provide each family with the Oak Park Homelessness Coalition Community Resource flyer to inform them of area services. 3. Refer families certified as homeless under the McKinney-Vento Act to Stability Services Case Manager at Housing Forward’s by: <ul style="list-style-type: none"> • Referring them directly to Housing Forward Entry Point Walk-In Center at 6634 W. Roosevelt Rd., 2nd Floor, Oak Park • Allowing the family to call for an appointment at (708) 338-1724 x307. • Arranging for the family and Housing Forward’s Intake Specialist to meet at OPRF as needed and if possible. 	<p>AUTOMATIC referral to Housing Forward</p> <p>D200 Registrar and Homeless Liaison will:</p> <ol style="list-style-type: none"> 1. Provide each family with the Oak Park Homelessness Coalition Community Resource flyer to inform them of area services. 2. Refer families certified as homeless under the McKinney-Vento Act to Stability Services Case Manager at Housing Forward’s by: <ul style="list-style-type: none"> • Referring them directly to Housing Forward Entry Point Walk-In Center at 6634 W. Roosevelt Rd., 2nd Floor, Oak Park • Allowing the family to call for an appointment at (708) 338-1724 x307 • Arranging for the family and Housing Forward’s Intake Specialist to meet at OPRF as needed and if possible.
<p>Housing Forward’s Intake Specialist, or designee, will:</p> <ol style="list-style-type: none"> 1. Work with D200 Registrar and Homeless Liaison to arrange to meet the family at 	<p>Housing Forward’s Intake Specialist, or designee, will:</p> <ol style="list-style-type: none"> 1. Work with D200 Registrar and Homeless Liaison to arrange to meet the family at

<p>OPRF in cases where a meeting cannot be held at Housing Forward.</p> <ol style="list-style-type: none"> 2. Assess families using standardized web-based assessment (Coordinated Entry Assessment). 3. Conduct community assessment to determine a) area agencies the family may already have a connection to (i.e. Sarah's Inn, Hephzibah) and b) services for which they may qualify in order to provide all the necessary wrap-around family supports. 4. Follow-up with Registrar or Homeless Liaison to a) confirm appointment and b) confirm meeting with family. 	<p>OPRF in cases where a meeting cannot be held at Housing Forward.</p> <ol style="list-style-type: none"> 2. Assess families using standardized web-based assessment (Coordinated Entry Assessment). 3. Conduct community assessment to determine a) area agencies the family may already have a connection to (i.e. Sarah's Inn, Hephzibah) and b) services for which they may qualify in order to provide all the necessary wrap-around family supports. 4. Follow-up with Registrar or Homeless Liaison to a) confirm appointment and b) confirm meeting with family.
--	--

Contacts:

District 200:

Jonathan Silver, jsilver@oprfs.org
 Dean of Students, McKinney Vento Liaison
 Oak Park and River Forest High School
 201 N Scoville
 Oak Park, IL 60302
 708-434-3725-office
 708-434-3911-fax

Gabriela Martinez, gmartinez@oprfs.org
 Registrar
 Oak Park and River Forest High School
 201 N Scoville
 Oak Park, IL 60302
 708-434-3262-office
 708-434-3911-fax

Housing Forward:

Armando Smith, Director of Operations and Client Services, asmith@housingforward.org
 1851 S. 9th Ave.
 Maywood, IL 60153
 708-338-1724 x222
 708-338-1745