

## ASQ Enterprise User Agreement

*Use of the ASQ Online System is contingent upon your acceptance of this Data Use Agreement.*

This Data Use Agreement (“Agreement”) is between your local Part C network and You. “You” refers to any authorized program, entity or individual granted access to the ASQ Online web-based management system through your local Part C network. By signing this document, selecting the “I AGREE” button or by using the ASQ Online web-based management system, You agree to be bound by the terms of this Agreement and the ASQ Online End User Agreement, which is found at

[https://www.asqonline.com/legal/ASQ Online END USER LICENSE AGREEMENT 081709.pdf](https://www.asqonline.com/legal/ASQ%20Online%20END%20USER%20LICENSE%20AGREEMENT%20081709.pdf)

**Purpose:** Kansas Department of Education (KSDE) and Kansas Department of Health and Environment (KDHE) are working with early childhood system partners to build upon existing efforts and infrastructure to ensure Kansas can effectively coordinate, improve, and track developmental screenings and referrals for infants and toddlers across Kansas as part of the “All in for Kansas Kids” efforts. These partners include home visiting and early education services, pediatricians and medical homes, intervention services, and child care programs, among other partners.

To this end, KSDE has purchased access to a web-based data management system (“ASQ Enterprise”) for use with the Ages & Stages Questionnaires®: (“ASQ”) developmental screenings for “All in for Kansas Kids” efforts. The ASQ Enterprise management system increases the accuracy of reporting and efficiency of screening processes through automation.

The Part C Network or the organization/individual they have designated to perform the duties of the ASQ Enterprise Account Administrator, will establish an ASQ Online account for your program and provide access to resources on how to use the software. Programs will be responsible for purchasing their own Ages & Stages Questionnaires®, Third Edition® (ASQ®-3®) and/or the Ages & Stages Questionnaires®: Social-Emotional, Second Edition (ASQ®:SE-starter kits and key codes. These codes are necessary to authorize a program’s account. As program administrator of your ASQ Online account, the Part C Enterprise administrator or designated organization acting as the administrator and designated KSDE staff will have access to your program’s data and may download and use this data to inform All in for Kansas Kids Strategic Plan goals.

### Data

1. Ages & Stages Questionnaires®, Third Edition (ASQ®-3) and/or the Ages & Stages Questionnaires®: Social-Emotional, Second Edition (ASQ®:SE-2) input, herein referred to as “Data”, is personally identifiable demographic information as well as information derived from a series of questions assessing the behavior and

communication skills of children and is used to identify signs of developmental and social-emotional delay. ASQ does not diagnose potential disorders but rather acts as a tool for identifying children who may benefit from further evaluation or interventions.

2. You must inform the parents or legal guardians of the children from whom the Data will be collected that the Data will be collected, shared and used as described in this Agreement.
3. You must obtain informed consent from parents or legal guardians of children to allow their child to participate in the screen, allow the data collection and allow data uses specified in this agreement.
4. You must obtain all other consents necessary to collect and share the Data using the provided universal consent form (same form for both screeners, ASQ®-3 and ASQ®:SE-2). You must retain copies of all such consents, and You must provide copies of all consents to the Part C Enterprise administrator upon request.
5. You must follow all federal, state and local laws and regulations applicable to your collection, sharing, and distribution of the Data.

### **How the Data May Be Used**

1. To allow Part C administrators, designated KSDE staff, and authorized contractors or partners that are in compliance with proper Student Data Privacy Act (K.S.A. 72-6312 through K.S.A. 72-6320 and amendments thereto), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act (HIPAA) procedures and training, to match records at the individual level with Data from other state partners, to measure early indicators of life-long success, such as school readiness. While individual level Data is required to match records, only aggregate, de-identified Data will be shared.
2. To generate state- and regional-level aggregate summary-level reports that can be shared for purposes of scholarly research and analysis, including use in professional presentations and publications and to improve early childhood services throughout the State of Kansas.

### **Data Security**

1. For more information about Brookes Publishing security compliance procedures please view: [https://agesandstages.com/wp-content/uploads/2020/07/ASQ-Online-tech-specs-compliance\\_7.2020.pdf](https://agesandstages.com/wp-content/uploads/2020/07/ASQ-Online-tech-specs-compliance_7.2020.pdf)
2. For more information about the servers in which Brookes Publishing stores its data please visit: <https://www.rackspace.com/sites/default/files/white-papers/IAD3-One-Sheet-2020.pdf>

### **Protection of Data**

1. KSDE and your local Part C network will ensure that all employees with access to the Data understand and acknowledge the confidentiality of program data and the trust and

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confidence you have placed with them by providing access and contact to this information.

2. KSDE and your local Part C network will exercise the utmost diligence to protect and safeguard your program's confidential and proprietary information as well as personally identifiable client level information.
3. KSDE and your local Part C network may use personally identifiable information only to match records with other Kansas state agencies. Once the match is completed, personally identifiable information will be removed. Only de-identified data will be used for research and reporting.
4. KSDE and your local Part C network will notify you within ten days upon discovering any breach or suspected breach of security or of any disclosure of the data to any unauthorized individual or entity.

### **Limitations on Disclosure**

1. To the extent permitted by law, KSDE and your local Part C network will not use or disclose the Data for any purpose not expressly stated in this Agreement without your advance written approval.
2. KSDE and your local Part C network will notify you within ten days upon receipt of any request or demand for disclosure of the Data.

### **Data Retention**

1. KSDE and your local Part C network will maintain Data used for reports or publications for a minimum of five years following any publication of results. This is to comply with American Psychological Association (APA) publication standards and data retention requirements for peer-reviewed journals.

### **Term and Termination**

1. This agreement is effective upon the signature of acceptance below (or by pressing the "I Agree" button) and shall remain in effect until revoked by providing written notice to your local Part C network. KSDE and your local Part C network reserve the right to immediately revoke this Agreement and your access to the ASQ Online management system upon your failure to comply with any term or provision of this Agreement.

### **Program Responsibilities**

1. It is the responsibility of the program to obtain consent using the appropriate universal consent forms.
2. It is the responsibility of the program administrator to periodically audit their own program users and remove those users that no longer need access to their program within the ASQ Enterprise System.
3. It the responsibility of the program to share individual screening results with the caregiver and discuss appropriate next steps to assist the family with any possible

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concerns that arose during the screening process or indicated by the results of the screen.

4. If a screening tool indicates a need for further evaluation, and/or if there is concern that a child has a developmental delay, a referral must be made as soon as possible, but in no case more than seven days, to the local Part C network for infants and toddlers under the age of three or to the local school district for children three years of age and older.
5. Completing a screen or inputting results into the program’s ASQ Enterprise account administered by Part C does not constitute a referral to your local Part C network. Programs and providers must utilize appropriate referral mechanisms (e.g. fax, phone, or the Integrated Referral and Intake System) as designated by the local Part C network and local school district.

**Other Considerations**

1. This Agreement and all matters arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
2. You shall indemnify, defend, and hold harmless KSDE, KDHE, your local Part C network, the Kansas Board of Regents, and their respective employees, agents and officers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, fines, costs, and expenses (including attorney and expert witness fees), arising from or connected with your acts and/or omissions arising from and/or relating to this Agreement.
3. You may not assign this Agreement without the prior written consent of KSDE and Part C networks. This Agreement may only be amended in writing and signed by both parties.
4. You agree to use and access ASQ Online solely for entering Data for the purposes stated in this Agreement, your program’s developmental screening initiative and for use of the Family Access Portal.

By signing this Agreement (or pressing the “I Agree” button) You agree to the terms of this Data Use Agreement and authorize your local Part C network to establish an ASQ Online account for your use, pursuant to the terms of the Agreement. If you do not agree, the ASQ Online account will not be established.

Name Printed: \_\_\_\_\_ Signature: \_\_\_\_\_

Program Name: \_\_\_\_\_ Address: \_\_\_\_\_

Date: \_\_\_\_\_