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52859-04

STATE WARD EDUCATION SNAPSHOT AGREEMENT**BETWEEN THE****NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES AND****The DEPARTMENT OF EDUCATION**

This agreement is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and the Nebraska Department of Education (hereinafter "NDE").

PURPOSE. The purpose of this agreement is to secure aggregate NDE data on the education of children who are wards of DHHS in comparison to the general population of students.

I. TERM AND TERMINATION

- A. TERM. This agreement is in effect from June 12, 2012 until July 1, 2012.
- B. TERMINATION. This agreement may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the NDE shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. **TOTAL PAYMENT**. DHHS shall pay the Contractor a total amount not to exceed \$3,000.00 (Three thousand dollars) for the services specified herein.
- B. **PAYMENT STRUCTURE**. Payment shall be structured as follows:
1. DHHS agrees to pay NDE to provide peer-to-peer support at a flat rate of \$40.00 per hour for up to 75 hours.
 2. Payment is contingent upon the submission of an invoice and a signed, dated and approved expenditure report for the previous month.

III. SCOPE OF SERVICES

The Department of Education agrees to perform the following services:

- A. Provide NDE data related to the education items as set out in attachment A for the population of children who were wards of DHHS during the period July 1, 2010, and June 30, 2011 and a comparison data for these items for the general population of students.
- B. Provide this data no later than June 30, 2012.
- C. All individually identifiable information about DHHS state wards contained in the Data shall be safeguarded to maintain confidentiality. All materials produced by NDE will contain sufficient protections to ensure client anonymity and to adhere to the mandates for confidentiality as required. No research materials will be disseminated that describe or identify specific individuals, families, or households. No names, street addresses or other information that could be used to identify a particular individual, family or household will be disseminated. Nor will NDE cross-reference the data with individually identifiable records from any other data set without written authorization from DHHS to do so except as described in Attachment A.
- D. Nothing in this paragraph shall permit NDE to disclose any information that is confidential under federal or state law.
- E. NDE agrees to notify DHHS immediately upon receipt of any legal, investigatory or other demand for disclosure of the data.
- F. NDE agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law. These provisions shall survive termination of this Agreement.
- G. NDE agrees that the data will be used solely for the purposes described in this Agreement.
- H. NDE shall designate one employee from its organization as NDE's single point of contact for all technical matters involving the data.

IV. DHHS RESPONSIBILITIES

DHHS shall be responsible for the following:

1. Provide the names of children who are wards of DHHS from July 1, 2010, through June 30, 2011.
2. DHHS shall designate one employee from its organization as the Contractor's single point of contact for all technical matters involving the Data.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

All NDE books, records, and documents relating to work performed or monies received under this agreement shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. These records shall be maintained for

a period of three (3) years; provided however, records that fall under the provisions of HIPAA shall be maintained for six (6) full years, from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. In addition to, and in no way in limitation of any obligation in this agreement, the NDE shall agree that it will be held liable for audit exceptions, and shall return to DHHS all payments made under this agreement for which an exception has been taken or which has been disallowed because of such an exception. The NDE agrees to correct immediately any material weakness or condition reported to DHHS in the course of an audit. This provision shall survive termination of this agreement.

- B. AMENDMENT. This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- C. ASSIGNMENT. The NDE shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this agreement.
- D. AVAILABILITY OF FUNDING. Due to possible future reductions in State and/or Federal appropriations, DHHS cannot guarantee the continued availability of funding for this agreement notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the agreement or reduce the consideration upon notice in writing to the NDE. DHHS shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed and all non-cancelable commitments incurred prior to the said effective date. In the event of a reduction in consideration, the NDE may terminate this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to DHHS.
- E. BREACH OF CONTRACT.
1. Should the NDE breach this agreement, DHHS may, at its discretion, exercised in good faith, suspend performance under this agreement immediately upon written notice to the NDE. Should DHHS exercise its right to suspend performance as set forth herein, the NDE shall be afforded a reasonable opportunity, not to exceed 30 days, to cure or otherwise resolve the breach. If the NDE does not cure the breach within the timeframe specified by DHHS, DHHS may terminate the agreement immediately. In the event DHHS suspends performance or terminates this agreement, DHHS shall pay the NDE only for

such performance as has been properly completed prior to notice of suspension or termination.

2. In the event DHHS terminates this agreement, the NDE shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this agreement immediately. This provision shall not preclude the pursuit of other remedies for breach of contract allowed by law.
3. The waiver by either party of a breach of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by the party.

F. CONFIDENTIALITY. The NDE agrees that any and all information gathered in the performance of this agreement, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS unless otherwise expressly required by law, provided, that contrary agreement provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this agreement.

G. CONFLICTS OF INTEREST. In the performance of this agreement, the NDE agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the NDE will notify DHHS of any such instances encountered in the course of its work that other arrangements can be made to complete the work. The NDE further agrees to abide by NDE of Nebraska Board of Regents Bylaws 3.4.5 and 3.8 and Board of Regents Policy 3.2.8 on Conflict of Interest.

H. COST PRINCIPLES AND AUDIT REQUIREMENTS. The NDE shall follow the applicable cost principles set forth in OMB Circular A-21 for Educational Institutions. Audit requirements are dependent on the total amount of federal funds expended by the NDE, set in the table below and Attachment 1, Audit Requirement Certification which is true and correct. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditures	Audit Type
\$100,000 to 499,999	Financial Statement Audit
500,000 or more in federal expenditure	A-133 audit

I. DATA OWNERSHIP AND COPYRIGHT.

1. All data collected as a result of this project shall be the property of DHHS. The NDE may copyright any of the copyrightable material produced in conjunction with the performance required under this agreement. DHHS and the appropriate federal funding agency hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others

to use the copyrightable material for State or Federal Government purposes. The NDE will have the right to submit a written request for release of data of relevance to academic publications or other research conducted by the NDE, and DHHS will make a written response to such request. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this agreement.

2. DHHS agrees that all inventions or discoveries of any new and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereof, produced by the NDE based upon said data shall be the property of the NDE.
 3. When the services performed under this agreement are complete, or DHHS has made the information available to the public, the NDE will no longer be obligated to obtain DHHS authorization, pursuant to subsection 1 of this Data Ownership and Copyright provision, for use of the data developed in conjunction with this agreement. Notwithstanding the foregoing, the NDE may not release any data or information that has been identified by DHHS as being, or that the NDE is otherwise aware is, subject to provisions governing disclosure under federal or state law, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) 42 U.S.C. §§ 201 et seq.; and NEB. REV. STAT. § 84-712.05 unless the NDE has prior written authorization from DHHS. This provision shall survive termination of this agreement.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The NDE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this agreement to laws, rules, regulations, guidelines, directives, policies, and attachments which set forth standards and procedures to be followed by the NDE in discharging its obligations under this agreement shall be deemed incorporated by reference and made a part of this agreement with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. The NDE hereby assures DHHS that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to DHHS on request.
- M. FEDERAL FINANCIAL ASSISTANCE. The NDE agrees that its performance under this agreement will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The NDE further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this agreement which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a "Force Majeure Event" and will not suspend performance requirements under this agreement.
- O. HOLD HARMLESS. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- P. INDEPENDENT AGENCIES. The NDE and DHHS are separate State agencies within the State of Nebraska. As an independent agency, the NDE shall employ and direct such personnel as it requires to perform its obligations under this agreement, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this agreement.
- Q. INTEGRATION. This written agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this agreement.
- R. LOBBYING.
1. If the NDE receives federal funds through DHHS, for full or partial payment under this agreement, then no federal appropriated funds will be paid, by or on behalf of the NDE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement or (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the NDE

shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- S. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The NDE agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities. Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html>.
- T. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The NDE shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the NDE subcontracts to an individual or sole proprietorship, the following applies:

1. The NDE or the subcontractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 2. If an individual indicates on such attestation form that he or she is a qualified alien, the NDE and subcontractor agree to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The NDE and subcontractor understands and agrees that lawful presence in the United States is required and the NDE and the subcontractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.
- U. NON-DISCRIMINATION. The parties agree to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This

provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The parties agree that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the party. The NDE further agrees to insert similar provisions in all sub-contracts for services allowed under this agreement under any program or activity.

- V. PROMPT PAYMENT. Payment will be made in conjunction with the Prompt Payment Act of the State of Nebraska. DHHS may request that payment be made electronically instead of by State warrant.
- W. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- X. SUBCONTRACTORS. The NDE agrees that subcontractors will not be utilized in the performance of this agreement unless the NDE has obtained prior written authorization for the use of subcontractors from DHHS. If the NDE subcontracts a portion of the work involved in this agreement and has obtained approval for such subcontracting, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this agreement

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR DHHS:

Christine Hanus
DHHS-CFS
301 Centennial Mall South
Lincoln, NE 68509
(402) 471-9308

FOR THE Nebraska Department of Education:

Name *A. S. P. P. P.*
Organization *NDE*
Address *301 Centennial Mall So*
City, State, Zip *Lincoln, Ne 68528*
Phone *402.471.4740*

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR DHHS:

FOR THE NEBRASKA DEPARTMENT OF EDUCATION:



Christine M. Hanus
Division of Children and Family Services
Department of Health and Human Services
(402) 471-3121

Name Dr. SF Parchea
Title Senior Administrator
Department of Education
Phone 402-471-4740

DATE: 6/13/12

DATE: 6/15/12

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
INSERT PROGRAM NAME
AUDIT REQUIREMENT CERTIFICATION

Subrecipients and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".

Grant Name _____ Grant # _____ CFDA* # _____

Program Name, Grant #, and CFDA # need to be filled out by the DHHS program office

*(Catalog of Federal Domestic Assistance)

Contractor's Name Nebraska Department of Education

Address: 301 Centennial Mall South

City: Lincoln State: Ne Zip Code: 68509-4987

Federal Tax Identification Number (FTIN) 470491233

Contractor's Fiscal Year July 1, 2012 to June 30, 2013

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* and any additional reports issued by the auditor as a result of this engagement must be provided to the DHHS immediately upon receipt, unless the Subrecipient or contractor has directed the CPA to provide the copy directly to the DHHS and has verified this has occurred.

Check either 1 or 2

1. ___ As the subrecipient or contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct an audit of our organization's financial statements if we have total federal expenditures over \$100,000. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to DHHS address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. ___ As the subrecipient or contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and

including commodities in our current fiscal year. Therefore, we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion upon financial statements and Schedule of Expenditures of Federal Awards, a report of internal control, a report of compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor or subrecipient must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations* (SF-SAC).

We further acknowledge a copy of the contractor's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to:

Nebraska Department of Health and Human Services
Financial Services
Grants and Cost Management
P.O. Box 95026
Lincoln, NE 68509-5026

The foregoing submissions must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

NDE STATE WARD STATISTICAL SNAPSHOT PROJECT**Proposed Project**

The Nebraska Department of Health and Human Services (DHHS) and Nebraska Department of Education (NDE) will collaboratively conduct a statistical snapshot of students, who are State wards attending Nebraska accredited public schools, (including special purpose schools), between the dates of July 1, 2010 and June 30, 2011. The purpose of this project is to evaluate the effectiveness of Nebraska's K-12 public school system as it relates to the education of state wards. This baseline snapshot will focus on indicators of academic outcomes for all school-age State wards, 4 to 19 years of age, as identified in the DHHS N-FOCUS database. The indicators of academic outcomes are listed as "Education – Related Data" 1-14 below. Education-related statewide aggregate data for that student data-set will be generated through the NDE Nebraska Student and Staff Record System (NSSRS). This statewide aggregate data for state wards will be compared to the same data for public school students statewide.

In addition, the 14 types of "Education –Related Data" for state wards will be further shown as "broken down into descriptive sub-categories" as described in 1-8 below.

DHHS agrees that, by this MOU, it is operating as an authorized representative of NDE for the purpose of conducting this evaluation under the provisions of the Family Educational Rights Privacy Act (FERPA). While the parties believe that the information disclosed by NDE under this MOU will not constitute personally identifiable information from an education record, DHHS none-the-less agrees to use all reasonable methods to ensure it complies with FERPA. This is further explained in Attachment B of this MOU.

Education-Related Data**1. School Enrollment**

- Attending School
- Dropped Out of School

2. Summary School Attendance

- Total Days Present
- Total Days Absent and Excessive Absenteeism

3. School Mobility

- Change in School Attending
- High Mobility Students (changed schools 2 or more times during school year)

4. High School Graduation**5. Special Education Students**

- Type of Disability
- Are receiving Special Education

6. High Ability Learners**7. English Language Learners (ELL)****8. Migrant Students**

9. High Poverty Students**10. Homeless Students****11. NeSA Assessments / Academic Performance**

- Reading and Math: Available for 3rd - 8th and 11th Grade
- Science: Available for 4th, 5th, 8th and 11th Grade

12. Participation in Early Childhood Programs – If available**13. Participation in Career Education - If available****Education-Related Data broken down into Descriptive Sub-Categories**

- 1. By Student Co-Hort - Out of X number of total students in Nebraska, how many are State Wards?**
- 2. By Gender**
- 3. By Grade Level**
- 4. By Type of Adjudication / DHHS**
 - Neglect, Abused or Dependent - DHHS-Division of Children and Family Services
 - Delinquent - DHHS-Office of Juvenile Services / YRTCs
 - Status Offender
- 5. By Judicial District**
- 6. By DHHS Service Area**
 - Douglas and Sarpy Counties
 - Lincoln and Southeast Nebraska
 - Northern Nebraska
 - Central Nebraska
 - Western Nebraska
- 7. By Type of Placement**
 - Remains In Home
 - In Out-of-Home Placement
- 8. By Type of School**
 - Public School
 - Special Purpose School

ATTACHMENT B

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT (FERPA) PROVISIONS

1. DHHS, effective with the MOU, is designated as an authorized representative of NDE for the purposes of evaluating the effectiveness of the state K-12 public school program in regard to state wards.
2. No personally identifiable student records information is specifically anticipated to be disclosed by NDE to DHHS. However, while not known at the time the parties entered into this MOU, smaller cell sizes and geographic area in some of the results from "Education – Related Data broken down into Descriptive Sub-Categories" could be "personally identifiable" under FERPA's definition of that term at 34 CFR 99.3.
3. In the event that any information to be provided to DHHS by NDE under this MOU is determined by NDE to constitute personally identifiable information under FERPA, NDE shall notify DHHS of that fact in writing. DHHS must (a) protect such information in a manner that does not permit personal identification of individuals by anyone other than authorized officials and employees of DHHS; and (b) destroy such personally identifiable information within ninety (90) days of the point in time when it is no longer needed for the purposes of the evaluation being conducted by this MOU.;