



# Master Data Sharing Agreement

The following is a Master Data Sharing Agreement among **Hayward Unified School District, Hayward Promise Neighborhood / California State University East Bay** and **Promise Neighborhood Partners**.

This Memorandum of Understanding (hereinafter, “this Agreement”) between the Hayward Unified School District (“district”), Hayward Promise Neighborhood/California State University East Bay (“CSUEB”), and Partner Agencies (“Partners”).

**1. PURPOSE AND INTENDED USE OF DATA SHARING.** The purpose of this Agreement is to facilitate the creation and maintenance of individual-level data sets and a linked Master Data Set by the Promise Neighborhood and the sharing of subsidiary identifiable, de-identified, or restricted-use data sets for the use of approved staff, Promise Neighborhood Partners, and the U.S. Department of Education for tracking individual and family participant characteristics, program participation, and outcomes. Participation in this Agreement on the part of the District and partners entails providing individual-level and individually identifiable data to the Hayward Promise Neighborhood for linkage with similar data from other Partners (as specified in Section 3b of this Agreement). These data will be used for the following purposes:

- a. For inclusion in the Promise Neighborhood case management system, which is used by the Promise Neighborhood and its Partners to coordinate, manage, track, and report on the services provided by the Promise Neighborhood to individuals and families. The District agrees to allow the Promise Neighborhood to disclose personally identifiable information received from the District to the entities shown in **Attachment A** to this Agreement provided that (i) appropriate consent or authorization has been obtained from the individual or the individual’s parent or guardian; and (ii) a role-based access control is assigned as specified in **Attachment A**.
- b. For research and evaluation purposes to study and report on the impact of the Promise Neighborhood on individuals and families.
- c. For reporting measures of participant characteristics, program participation, and outcomes to the U.S. Department of Education and its authorized contractors (hereinafter, “the Department”). Data reported to the Department will include (i) aggregated summary indicators of participant characteristics, program participation, and outcomes and (ii) de-identified, individual-level data and information on participant characteristics, program participation, and outcomes that will be used by the Department to create a restricted-use data file for use by authorized researchers to conduct studies on the federal Promise Neighborhood program.

**2. PERIOD OF AGREEMENT.** This Master Data Sharing Agreement shall be in effect for the duration of the Promise Neighborhood initiative, or until terminated in writing as described on page 5 of this Agreement.

### 3. DESCRIPTION OF DATA.

a. **Primary Data Set.** Data shared by the District with the Promise Neighborhood under this Agreement shall be limited to the data elements specifically defined and authorized by the Promise Neighborhood Partner, as listed in **Attachment B** to this Agreement. The specific record and file formats of the Primary Data Set will be as negotiated between designated representatives of the District and the Promise Neighborhood. The District agrees to make its best efforts to provide any updates to the Primary Data Set in a consistent, agreed-upon record and file format.

b. **Other Data Sources Eligible for Linkage.** Other Promise Neighborhood Partners and data from these organizations listed in Attachment A as eligible for linkage as part of the Master Data Set under this Agreement are listed in **Attachment C** to this Agreement.

c. **Adding to the Primary Data Set.** Subject to applicable law, and provided there is mutual agreement of the Parties to this Agreement, content of the Primary Data Set(s) may also include other records mutually agreed upon by the District and the Promise Neighborhood to be necessary and appropriate for the proper execution of this Master Data-Sharing Agreement or any approved Data Use Agreement executed under this Master Data-Sharing Agreement.

**4. TIMING AND FREQUENCY OF UPDATES.** The District agrees to provide the data as specified in **Attachment B** to this Agreement, with specific timing of updates to be negotiated between designated representatives of the District and the Promise Neighborhood.

### 5. CUSTODIAL RESPONSIBILITY AND DATA STEWARDSHIP.

a. The parties mutually agree that the Promise Neighborhood will be designated as Custodian of the raw and linked data sets and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use.

b. Unless otherwise stated or modified in this Agreement, data will be managed, linked, and stored as specified in **Attachment C** to this Agreement. While the Promise Neighborhood will make its best efforts to facilitate the secure transmission of data from the District to the Promise Neighborhood Partners, the Promise Neighborhood is not responsible for ensuring the internal or network security of the Promise Neighborhood Partner or for any breaches of security occurring prior to the confirmed receipt of data by the Promise Neighborhood.

c. The Promise Neighborhood is hereby informed and agrees that the District and Promise Neighborhood Partner(s) will release data under this Agreement only upon the condition that the Promise Neighborhood will not disclose the information to any other party not listed in **Attachment A** and will not use the information for any purpose other than the purposes specified in this agreement. Further, the Promise Neighborhood agrees to fully cooperate with the District or Promise Neighborhood Partner in the event that an adult individual or the parent or guardian of a child under 18 years old requests the

opportunity to review his/her personally identifiable information disclosed to the Promise Neighborhood by the District or wishes to revoke their consent to data sharing with the Promise Neighborhood. The Promise Neighborhood also agrees to notify the District in the event it obtains written consent for data sharing with the Promise Neighborhood, a revocation of consent to share data with the Promise Neighborhood, or a request to review personally identifiable information stored by the Promise Neighborhood from an adult or parent/guardian of a child under 18 years old.

- d. The Promise Neighborhood Partner agrees not to release any data it receives from the District or one of the other Promise Neighborhood Partners as a result its participation in this Agreement to any third parties not specifically authorized to have access to such data under this Agreement.

**6. ROLES AND RESPONSIBILITIES.** The Promise Neighborhood agrees to provide appropriate staff support to execute its data stewardship, data management, custodial responsibilities, and analysis under this Agreement. The District agrees to provide appropriate staff support to create and transmit to the Promise Neighborhood Primary Data Sets as specified in **Attachment C** to this Agreement.

- a. The following Promise Neighborhood staff member(s) and District staff member(s) is/are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement, as described in **Attachment D** to this Agreement.

Role	Name, Title, and Organization	Contact Information
Promise Neighborhood Data Manager/Data Steward	Jeff Gee Hayward Promise Neighborhood Data Manager Cal State University East Bay	Email: <a href="mailto:jeff.gee@csueastbay.edu">jeff.gee@csueastbay.edu</a> Phone: (510) 885-2290

- b. Principal Investigator(s) or Lead Data Analyst(s) conducting research and evaluation for the Promise Neighborhood are listed in **Attachment A** to this Agreement. Their role in relation to covered data is described in **Attachment C**, Section 1, to this Agreement. In addition, Principal Investigator(s) or Lead Data Analyst(s) may involve one or more student research assistants, working under the close supervision of the Principal Investigator(s) or Lead Data Analyst(s), to assist in a support role with various tasks under this Agreement and any approved Data Use Agreements executed under this Agreement.

- c. The following person(s) will serve as primary contact(s) at the Promise Neighborhood and the Promise Neighborhood Partner for matters relating to the transfer and management of the Promise Neighborhood Partner data:

Promise Neighborhood District Partner Data Contact	Promise Neighborhood Contact
Jamie Mumau, Ed. D. Hayward Unified School District 24411 Amador Street Hayward, CA 94544 Email: <a href="mailto:jmumau@husd.k12.ca.us">jmumau@husd.k12.ca.us</a> Phone: (510) 784-2647	Jeff Gee California State University East Bay 25800 Carlos Bee Boulevard - AE214 Hayward, CA 94542 Email: <a href="mailto:jeff.gee@csueastbay.edu">jeff.gee@csueastbay.edu</a> Phone: (510) 885-2290

d. The following person(s) will serve as primary contact(s) at the Promise Neighborhood and the Promise Neighborhood Partner for matters relating to the administration of this Master Data-Sharing Agreement

Promise Neighborhood District Partner Contact	Promise Neighborhood/CSUEB Contact
Jamie Mumau, Ed. D. Hayward Unified School District 24411 Amador Street Hayward, CA 94544 Email: <a href="mailto:jmumau@husd.k12.ca.us">jmumau@husd.k12.ca.us</a> Phone: (510) 784-2647	Jeff Gee California State University East Bay 25800 Carlos Bee Boulevard - AE214 Hayward, CA 94542 Email: <a href="mailto:jeff.gee@csueastbay.edu">jeff.gee@csueastbay.edu</a> Phone: 510-885-2290

**7. PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT.** All data shared as part of this Agreement and any related Data Use Agreements remain the property of the supplying District or relevant Partner Agency. This Agreement represents and warrants further that data covered under this Agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as (1) specified herein, (2) approved in an executed Data Use Agreement, (3) otherwise authorized in writing by the Promise Neighborhood Partner, or (4) required by law. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Notwithstanding these exceptions, the Promise Neighborhood understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the records it receives from the Promise Neighborhood Partner to any other party not subject to this Agreement without the prior written consent, and the Promise Neighborhood understands and agrees that it will not use the information for any purpose other than the purposes for which the disclosure was made. The Promise Neighborhood also agrees and understands that the Promise Neighborhood Partner shall receive written notice of any use or disclosure made with such consent.

a. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Program and Site Management.** Access to limited identifiable individual-level data will be restricted to a tightly controlled data stream of “need to know” users at end service points and carefully selected organizational administrators (as specified in **Attachments A and C** to this Agreement). Only records with a signed consent or authorization agreement will be transmitted for this purpose.

b. **Authorized Linkage and Data Transfers of Data-Contributing Organizations for Research and Evaluation.** Uses of this data apply only to de-identified data released to the Promise Neighborhood Principal Investigator(s)/Lead Data Analyst(s) for use in evaluating the overall and community impact of Promise Neighborhood program components over time.

c. **Termination.** In the event of the termination of the Master Data Sharing Agreement between the Promise Neighborhood and the Promise Neighborhood Partners or otherwise specified in the Master Data Sharing Agreement, the Promise Neighborhood and the Promise Neighborhood Partner shall (1) delete all Primary Data Sets containing individually identifying information obtained under this Agreement; and (2) certify in writing within five

(5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

**8. RESOURCES AND COSTS OF DATA SHARING AND DATA MANAGEMENT.** Costs for staff time and technology maintenance to execute this Agreement will be provided for in separate Data Sharing Agreements.

**9. NO WARRANTY FOR DATA OR LINKAGE QUALITY.** Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although the Promise Neighborhood will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any particular match rate nor as to the ultimate accuracy or utility of any data contributed under this Agreement.

**10. INDEMNIFICATION.** The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses, or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties hereto. Furthermore, if either party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.

**11. PUBLICATION AND DISSEMINATION OF RESULTS.** The Promise Neighborhood shall provide Promise Neighborhood Partner copies of written reports, analysis, or visuals produced or derived in whole or in part from the Promise Neighborhood Partner data prior to public dissemination. Copies shall be submitted to the Promise Neighborhood Partner's primary contact for the administration of this Agreement as specified in Section 6 to this Agreement.

**12. TERMINATION AND MODIFICATION OF THIS AGREEMENT.** The Promise Neighborhood and the Promise Neighborhood Partner may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated by any individual partner with thirty (30) days by written notice. Upon termination of this Agreement, the Promise Neighborhood lead agency will dispose of the Promise Neighborhood Partner's data as specified in **Attachment C** to this Agreement unless otherwise specified in an attachment to this Agreement.

**13. SIGNATURES.** By the signatures of their duly authorized representatives below, the Promise Neighborhood and the Promise Neighborhood Partner agree to all of the provisions of this Master Data-Sharing Agreement and execute this Agreement effective with this signing.

**Hayward Unified School District**

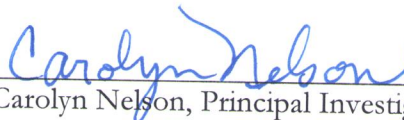


Stan Dobbs, Superintendent and CEO

5/12/14

Date

**Hayward Promise Neighborhood**

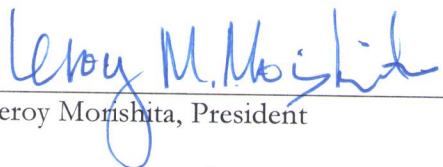


Carolyn Nelson, Principal Investigator

5-6-14

Date

**California State University East Bay**

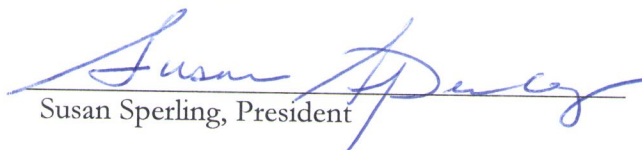


Leroy Morishita, President

5/16/14

Date

**Chabot College**

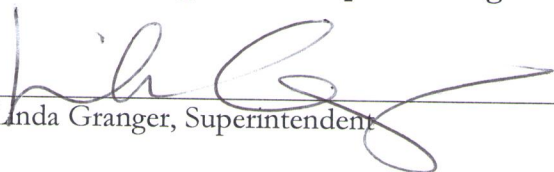


Susan Sperling, President

5/22/14

Date

**Eden Area Regional Occupation Program**

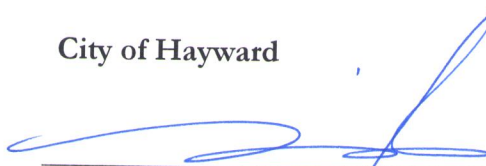


Linda Granger, Superintendent

4.23.14

Date

**City of Hayward**

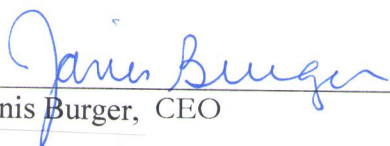


Fran David, City Manager

5/30/14

Date

**First 5 Alameda County**

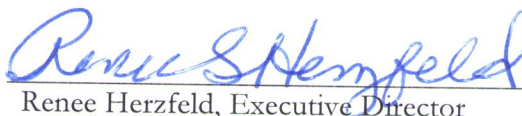


Janis Burger, CEO

4.30.14

Date

**4C's of Alameda County**

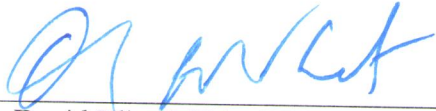


Renee Herzfeld, Executive Director

4.30.2014

Date

**Tiburcio Vasquez Health Center**




David Vliet, MBA, CEO

Date

<sup>B</sup>  
5/29/14

**Super Stars Literacy**



Artavia Berry, Executive Director

Date

06/02/2014

**Hatchuel Tabernik and Associates**

Tim Tabernik, President

Date

**Attachment A: Role-Based Data Access Controls**

The matrix below identifies and describes covered organizations by role, access, and functions in the Hayward Promise Neighborhood. The parties agree that any modifications or additions to this attachment will require prior approval by the Promise Neighborhood Partners whose signatures appear in Item 13 **SIGNATURES**.

Organization	Role	Access Level	Functions
Promise Neighborhood Management: California State University East Bay	Database Manager/Data Steward	Full records, including personally identifiable information (PII), view and edit	<ul style="list-style-type: none"> <li>• Data access</li> <li>• Data security</li> <li>• Management of student records from all sources</li> </ul>
	Software Provider	Limited PII, view and edit	<ul style="list-style-type: none"> <li>• Case management system implementation and maintenance</li> </ul>
School District: Hayward Unified School District	Administrator	Student records, including PII, some restrictions on health and survey data, view only	<ul style="list-style-type: none"> <li>• Implementation of school programs</li> </ul>
	Teacher/Case Manager	Limited PII, restrictions on student records, health and survey data, view only	<ul style="list-style-type: none"> <li>• Academic instruction</li> <li>• Case Management</li> </ul>
	Database Manager	Student records, including PII, some restrictions on health and survey data, view and edit	<ul style="list-style-type: none"> <li>• Management of student records</li> <li>• Data access</li> <li>• Data security</li> </ul>
Evaluator: Hatchuel Tabernik and Associates	Evaluator	Full records, including personally identifiable information (PII), view and edit	<ul style="list-style-type: none"> <li>• Evaluation</li> </ul>
Service Providers: <ul style="list-style-type: none"> <li>• California State University East Bay</li> <li>• Chabot College</li> <li>• City of Hayward</li> <li>• Super Stars Literacy</li> </ul>	Program administrator	Limited PII, restrictions on survey data, data from other sources, view and edit	<ul style="list-style-type: none"> <li>• Program implementation</li> <li>• Reporting</li> </ul>
	Program Staff /Case Manager	Limited PII, restrictions on student records, health and survey data, view only	<ul style="list-style-type: none"> <li>• Case Management</li> </ul>
Service Providers <ul style="list-style-type: none"> <li>• Eden Area Regional Occupation Program</li> <li>• First 5 Alameda County</li> <li>• 4C's of Alameda County</li> </ul>	Program Administrators /Program Staff	Student directory / demographic data, Aggregated summary data	<ul style="list-style-type: none"> <li>• Program implementation</li> </ul>



Organization	Role	Access Level	Functions
<ul style="list-style-type: none"> <li>Tiburcio Vasquez Health Center</li> </ul>			
U.S. Department of Education and its contractors	Urban Institute database manager	Full data with PII removed	<ul style="list-style-type: none"> <li>Production of restricted use data files</li> </ul>
	U.S. Department of Education	Full data with PII removed and risk disclosure	<ul style="list-style-type: none"> <li>Ownership of restricted use data files for research</li> </ul>
Public Reporting		Aggregated summary data only	<ul style="list-style-type: none"> <li>Public information</li> </ul>

## Attachment B: Data Specification

*This matrix shows the data elements to be shared with the Promise Neighborhood under this Master Data Sharing Agreement.*

<b>Demographic Data</b>	<b>Date Updated</b>
Student ID	Yearly
First Name	Yearly
Last Name	Yearly
Address	Yearly
Date of Birth	Yearly
Ethnicity	Yearly
Gender	Yearly
English Learner Status	Yearly
Special Education Status	Yearly
<b>School Day Enrollment Data</b>	
Grade level	Yearly
<b>School Day Attendance Data</b>	
Number of days enrolled for SY	Monthly
Number of days absent for SY	Monthly
Number of periods absent for SY	Monthly
Average Daily Attendance Rate	Monthly
<b>Preschool</b>	
Developmental Desired Results Profile (DRDP)	Twice yearly
<b>Kindergarten Assessment</b>	
Kindergarten Observation Form (KOF)	Yearly
<b>Standardized Test Data – Smarter Balanced Assessment Consortium (SBAC)</b>	
SBAC ELA (PL & SS) Grades 3-8	Yearly
SBAC Math (PL & SS) Grades 3-8	Yearly
CST Science (PL & SS) Grades 5, 8, 10	Yearly
<b>California High School Exit Exam (CAHSEE)</b>	
CAHSEE ELA – Grade 10	Yearly
CAHSEE Math – Grade 10	Yearly
<b>Course/Grade Information</b>	
ELA 1 <sup>st</sup> Semester Grade	Semester
ELA 2 <sup>nd</sup> Semester Grade	Semester
ELA Final Grade	Yearly
Math 1 <sup>st</sup> Semester Grade	Semester
Math 2 <sup>nd</sup> Semester Grade	Semester

Math Final Grade	Yearly
Conduct 1 <sup>st</sup> Semester Grade	Semester
Conduct 2 <sup>nd</sup> Semester Grade	Semester
Conduct Final Grade	Yearly
Semester GPA (including Fall/Spring designation)	Semester/Yearly
<b>School Day Disciplinary Data</b>	
Number of suspensions	Monthly
Reason for suspension	Monthly
Days suspended in School Year	Monthly
Number of office referrals	Monthly
Office referral reason	Monthly
Number of expulsions in School Year	Monthly
Reason for expulsion	Monthly

## **Attachment C: Standard Protocols and Procedures for the Use, Management, and Custodial Responsibilities for Identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage**

This document describes protocols and procedures for the use, management, and custodial responsibilities for the Hayward Promise Neighborhood (hereinafter, “Promise Neighborhood”) and Promise Neighborhood Partners when accessing data meeting one or more of the following criteria:

- Data are in the form of individual records containing personally identifying information;
- Data are *HIPAA* or *FERPA* protected;
- Data are shared by one or more Promise Neighborhood Partners with the understanding and intent that records from the contributed data sets will be linked with records from other Promise Neighborhood Partners; or
- Data were provided under the terms of a Master Data-Sharing Agreement between the Promise Neighborhood and the Promise Neighborhood Partner and/or through obtaining consent or authorization from individuals to disclose their data.

This document will act as a core component to all agreements entered into between Promise Neighborhood and the Promise Neighborhood Partner, in which data meeting any of the above criteria are shared and will define how individual-level data will be secured and managed.

### **POLICY AND PROCEDURES FOR DATA SHARING**

#### **1. Terms and Definitions.**

**1.1. User.** Includes any person with access to covered data. Teachers and site coordinators are considered users.

**1.2. Public Information** is information that can be freely given to anyone.

**1.3. Sensitive Information** is all other information that is confidential, private, personal, or otherwise sensitive in nature. Sensitive Information includes the following:

**1.3.1. Personally Identifiable Information** includes an individual’s name; address; date of birth; student ID number assigned by a school district, local education agency, or state education agency or partner organization.

**1.3.2. Legislatively Protected Data** are data subject to some government regulation or oversight. This includes, but not limited to, data as defined under

- The *Family Educational Rights and Privacy Act (FERPA)*—student education records
- The *Health Insurance Portability and Accountability Act (HIPAA)*—individually identifiable health information

**1.4. Other Sensitive Data** are data where unauthorized disclosure could lead to a business, financial, or reputational loss. Examples include all intellectual property, research results, or information protected by a confidentiality agreement.

**2. User Roles and Functions in Relation to Covered Data.** For any Master Data-Sharing Agreements executed under the terms of this document, the Promise Neighborhood and Promise Neighborhood Partner will assign (where applicable) an appropriate and qualified staff member for any of the following roles. The Promise Neighborhood and Promise Neighborhood Partner will inform each other in writing of the staff member(s) assigned to each role as well as to any changes in staffing for these roles. Parties agree that roles specified below may be performed by one or more staff.

**2.1. Data Steward.** The Data Steward has supervisory authority across and is ultimately responsible for all tasks related to the management of data under this Agreement, any Master Data Sharing Agreements, and any Business Associate Agreements, and ensures compliance with all applicable agreements and regulatory requirements. The Data Steward reports any compliance issue or breach to the Promise Neighborhood Data Manager and the Promise Neighborhood Data Governance Board.

**2.2. Database Administrator/Data Manager.** The Database Administrator/Data Manager will be primarily responsible for (1) creating and maintaining appropriate data structures for secure warehousing of Primary Data Sets; (2) facilitating secure transmission of Primary Data Sets between the Promise Neighborhood and the Promise Neighborhood Partner; (3) executing appropriate algorithms to standardize identifying data fields, de-identify Primary Data Sets, and create unique linking IDs; (4) developing and executing appropriate data queries from Primary Data Sets to create linked, de-identified, and/or limited data sets; (5) monitoring and maintaining the server equipment and its security and overseeing regular data backups; (6) performing deletion or destruction of covered Primary Data Sets upon termination of applicable Agreements; and (7) deleting or permanently encrypting and archiving individually identifying data elements within an active Primary Data Set once it is determined that these elements are no longer needed in “clear text” (unencrypted) format to facilitate accurate record linkage. The Database Administrator/Data Manager reports any compliance issue or breach to the Data Steward.

### **3. Data Set Creation and Delivery**

**3.1.** All creation, use, and/or transmittal of linked, de-identified, and/or limited data sets created under this Agreement is subject to the specific terms of the Master Data-Sharing Agreement and any applicable Data Use Agreements. Under no circumstances will any data sets subject to the terms of this document be released to any party (including use by Promise Neighborhood Partner) unless (a) the proposed use of the data set is explicitly authorized, either as part of the Master Data-Sharing Agreements executed by the Promise Neighborhood and the Promise Neighborhood Partner or by the execution of an approved Data Use Agreement covering the proposed Program and Site Management uses of the limited data set by all Promise Neighborhood Partners whose data are included in the data set requested; and (b) Promise Neighborhood Data Governance Board approval is obtained for the proposed Program and Site Management uses of the limited data set.

**3.2.** The Promise Neighborhood and the Promise Neighborhood Partner will transmit covered data in electronic form to the Software Provider via secure file transfer protocol procedure.

**3.3.** The Software Provider provides access to covered data in electronic form to the Promise Neighborhood and the Promise Neighborhood Partner via a web-enabled password-protected site.

#### **4. Confidentiality and Data Security Safeguards**

**4.1.** The Promise Neighborhood and the Promise Neighborhood Partner agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it, and to report violations of this Agreement. Appropriate administrative, technical, and physical safeguards include, but are not limited to

**4.1.1.** Users must not save Sensitive Information on personal computers that are not approved for storage of such information.

**4.1.2.** Users shall put in place reasonable safeguards and security procedures for its environment, including, but not limited to, using password protected spreadsheets, using password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requesting that users do not leave computer unattended and/or set a timeout to lock an unattended computer, installing antivirus software with current updates and a supported operating system with current patches and updates.

**4.1.3.** The Promise Neighborhood and the Promise Neighborhood Partner shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

#### **5. Compliance**

**5.1.** Compliance to this Agreement includes, but is not limited to

**5.1.1. Integrity Audits.** To ensure compliance of this Agreement and the protection of Sensitive Data, the Promise Neighborhood Data Manager shall have the right to make, via designated staff, unannounced visits to the Promise Neighborhood and the Promise Neighborhood Partner for purposes of inspecting computer equipment and reviewing the security arrangements that the Program Administrator is maintaining with respect to Sensitive Information. The Promise Neighborhood and the Promise Neighborhood Partner Program Administrators will fully and promptly cooperate with the Promise Neighborhood Data Manager and will assist them in completing those inspections. The Data Manager must coordinate access with the Data Steward.

**5.2.** The Promise Neighborhood or the Promise Neighborhood Partner may temporarily suspend, block, or restrict access to Sensitive Information when it reasonably appears necessary to do so to protect the integrity, security, or functionality of Sensitive Data or to protect the organization from liability.

**5.3. Statutory Breaches.** If at any time a Promise Neighborhood or Promise Neighborhood Partner staff member determines that there has been a breach of the security protocols or violation of this Agreement (including, but not limited to any unauthorized release, access use, or modifications of covered data), the staff shall promptly take such reasonable steps as are necessary to prevent any future similar breaches and promptly notify the Data Steward and/or the Program/Contract Administrator and/or the Promise Neighborhood Data Manager of the breach. The Promise Neighborhood Data Manager and Program Administrator will identify the steps taken to prevent any future similar breaches and report to the Promise Neighborhood Data Steward within 24 hours of their discovery.

**5.4. Reported Violations.** The Promise Neighborhood Data Manager and Data Steward will issue a report identifying any privacy and security breach on covered data by a staff member of the Promise Neighborhood or the Promise Neighborhood Partner. The Promise Neighborhood or the Promise Neighborhood Partner will have three (3) business days to comply and put in place corrective measures to prevent any future similar breaches. Failure to comply within this time frame will result in temporary or permanent termination of access to covered data and possibly termination of this Agreement.

**6. Disposition of Data at Termination of Agreement.** In the event of the termination of the Master Data-Sharing Agreement between the Promise Neighborhood and the Promise Neighborhood Partner or otherwise specified in the Master Data Sharing Agreement, the Promise Neighborhood and the Promise Neighborhood Partner shall (1) delete all Primary Data Sets containing individually identifying information obtained under this Agreement; and (2) certify in writing within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

## Attachment D: Model Data Security Plan

### Standard Protocols and Procedures for the Use, Management, and Custodial Responsibilities for Identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage

This document describes protocols and procedures for the use, management, and custodial responsibilities for the Hayward Promise Neighborhood, Hayward Unified School District, and Partner Agencies when accessing data meeting one or more of the following criteria:

- Data are in the form of individual records containing personally identifying information;
- Data are *HIPAA* or *FERPA* protected;
- Data are shared by one or more Promise Neighborhood Partners with the understanding and intent that records from the contributed data sets will be linked with records from other Promise Neighborhood Partners; or
- Data were provided under the terms of a Master Data-Sharing Agreement between the Promise Neighborhood and the Promise Neighborhood Partner and/or through obtaining consent or authorization from individuals to disclose their data.

This document will act as a core component to all agreements entered into between Promise Neighborhood and the Promise Neighborhood Partner in which data meeting any of the above criteria are shared and will define how individual-level data will be secured and managed.

## POLICY AND PROCEDURES FOR DATA SHARING

### 1. Terms and Definitions.

**1.1. User.** Includes any person with access to covered data. Teachers, Case Managers and Program Staff are considered users.

**1.2. Public Information** is information that can be freely given to anyone.

**1.3. Sensitive Information** is all other information which is confidential, private, personal, or otherwise sensitive in nature. Sensitive information includes the following:

**1.3.1. Personally Identifiable Information** includes an individual's name; address; date of birth; student ID number assigned by a school district, local education agency, or state education agency or partner organization.

**1.3.2. Legislatively Protected Data** are data subject to some government regulation or oversight. These include, but are not limited to, data as defined under

- The *Family Educational Rights and Privacy Act (FERPA)*—student education records
- The *Health Insurance Portability and Accountability Act (HIPAA)*—individually identifiable health information

**1.4. Other Sensitive Data** are data where unauthorized disclosure could lead to a business, financial, or reputational loss. Examples include all intellectual property, research results, or information protected by a confidentiality agreement.



**2. User Roles and Functions in Relation to Covered Data.** For any Master Data-Sharing Agreements executed under the terms of this document, the Promise Neighborhood and Promise Neighborhood Partner will assign (where applicable) an appropriate and qualified staff member for any of the following roles. The Promise Neighborhood and Promise Neighborhood Partner will inform each other in writing of the staff member(s) assigned to each role as well as to any changes in staffing for these roles. Parties agree that roles specified below may be performed by one or more staff.

**2.1. Data Steward.** The Data Steward has supervisory authority across and is ultimately responsible for all tasks related to the management of data under this Agreement, any Master Data-Sharing Agreements, and any Business Associate Agreements, and ensures compliance with all applicable agreements and regulatory requirements. The Data Steward reports any compliance issue or breach to the Promise Neighborhood Data Manager and the Promise Neighborhood Data Governance Board.

**2.2. Database Administrator/Data Manager.** The Database Administrator/Data Manager will be primarily responsible for (1) creating and maintaining appropriate data structures for secure warehousing of Primary Data Sets; (2) facilitating secure transmission of Primary Data Sets between the Promise Neighborhood and the Promise Neighborhood Partner; (3) executing appropriate algorithms to standardize identifying data fields, de-identify Primary Data Sets and create unique linking IDs; (4) developing and executing appropriate data queries from Primary Data Sets to create linked, de-identified, and/or limited data sets; (5) monitoring and maintaining the server equipment and its security and overseeing regular data backups; (6) performing deletion/destruction of covered Primary Data Sets upon termination of applicable Agreements; and (7) deleting or permanently encrypting and archiving individually identifying data elements within an active Primary Data Set once it is determined that these elements are no longer needed in “clear text” (unencrypted) format to facilitate accurate record linkage. The Database Administrator/Data Manager reports any compliance issue or breach to the Data Steward.

**2.3. Program Administrator.** The Program Administrator is responsible for the day-to-day management of data released under this Agreement, including tasks related to preserving the confidentiality and security of identifiable information. In addition, The Program Administrator is responsible for obtaining and maintaining all signed forms currently required under this Agreement and for training staff with access to data covered under this Agreement. The Program Administrator requires access to limited student identifiable information. The Program/Contract Administrator reports any compliance issue or breach directly to the Data Steward.

### **3. Data Set Creation and Delivery**

**3.1.** All creation, use, and/or transmittal of linked, de-identified, and/or limited data sets created under this Agreement is subject to the specific terms of the Master Data-Sharing Agreement and any applicable Data Use Agreements. Under no circumstances will any data sets subject to the terms of this document be released to any party (including use by Promise Neighborhood Partner) unless (a) the proposed use of the data set is explicitly authorized, either as part of the Master Data-Sharing Agreements executed by the Promise Neighborhood and the Promise Neighborhood Partner or by the execution of an approved Data Use Agreement covering the proposed Program and Site Management uses of the limited data set by all Promise Neighborhood Partners whose data are

included in the data set requested; and (b) Promise Neighborhood Data Governance Board approval for the proposed Program and Site Management uses of the limited data set is obtained.

**3.2.** The Promise Neighborhood and the Promise Neighborhood Partner will transmit covered data in electronic form to the Software Provider via secure file transfer protocol procedure.

**3.3.** The Software Provider provides access to covered data in electronic form to the Promise Neighborhood and the Promise Neighborhood Partner via a web-enabled password-protected site.

#### **4. Confidentiality and Data Security Safeguards**

**4.1.** The Promise Neighborhood and the Promise Neighborhood Partner agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or physical or electronic access to it, and to report violations of this Agreement. Appropriate administrative, technical, and physical safeguards include, but are not limited to

**4.1.1.** Users must not save Sensitive Information on personal computers that are not approved for storage of such information. If Sensitive Information is stored on a personal computer, then all reasonable safeguards and security procedures shall be employed.

**4.1.2.** Users shall put in place reasonable safeguards and security procedures for the data's environment, including, but not limited to, using password protected spreadsheets, using password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requesting that users do not leave their computer unattended and/or set a timeout to lock an unattended computer; and installing antivirus software with current updates and a supported operating system with current patches and updates.

**4.1.3.** The Promise Neighborhood and the Promise Neighborhood Partner shall provide periodic training for staff on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

#### **5. Compliance**

**5.1.** Compliance to this Agreement includes, but is not limited to

**5.1.1. Integrity Audits.** To ensure compliance with this Agreement and the protection of Sensitive Data, the Promise Neighborhood Data Manager shall have the right to make, via designated staff, unannounced visits to the Promise Neighborhood and the Promise Neighborhood Partner for purposes of inspecting computer equipment and reviewing the security arrangements that the Program Administrator is maintaining with respect to Sensitive Information. The Promise Neighborhood and the Promise Neighborhood Partner Program Administrators will fully and promptly cooperate with the Promise Neighborhood Data Manager and will assist them in completing those inspections. The Data Manager must coordinate access with the Data Steward.

**5.2.** The Promise Neighborhood or the Promise Neighborhood Partner may temporarily suspend, block, or restrict access to Sensitive Information when it reasonably appears necessary to do so to protect the integrity, security, or functionality of Sensitive Data or to protect the organization from liability.

**5.3. Statutory Breaches.** If at any time a Promise Neighborhood or Promise Neighborhood Partner staff member determines that there has been a breach of the security protocols or violation of this Agreement (including, but not limited to, any unauthorized release, access, use, or modifications of covered data), the staff shall promptly take such reasonable steps as are necessary to prevent any future similar breaches and promptly notify the Data Steward and/or the Program/Contract Administrator and/or the Promise Neighborhood Data Manager of the breach. The Promise Neighborhood Data Manager and Program Administrator will identify the steps taken to prevent any future similar breaches and report to the Promise Neighborhood Data Steward within 24 hours of their discovery.

**5.4. Reported Violations.** The Promise Neighborhood Data Manager and Data Steward will issue a report identifying any privacy and security breach on covered data by a staff member of the Promise Neighborhood or the Promise Neighborhood Partner. The Promise Neighborhood or the Promise Neighborhood Partner will have three (3) business days to comply and put in place corrective measures to prevent any future similar breaches. Failure to comply within this time frame will result in temporary or permanent termination of access to covered data and possibly termination of this Agreement.

**6. Disposition of Data at Termination of Agreement.** In the event of the termination of the Master Data Sharing Agreement between the Promise Neighborhood and the Promise Neighborhood Partner or otherwise specified in the Master Data Sharing Agreement, the Promise Neighborhood and the Promise Neighborhood Partner shall (1) delete all Primary Data Sets containing individually identifying information obtained under this Agreement; and (2) certify in writing within five (5) business days that all copies of the data stored on local servers, backup servers, backup media, or other media have been permanently erased or destroyed.