

# Master Data Sharing Agreement

The following is a Master Data Sharing Agreement among **Chabot Las Positas Community College District and California State University East Bay.**

This Memorandum of Understanding (hereinafter, “this Agreement”) between the Chabot Las Positas Community College District (CLPCCD) and California State University East Bay (“CSUEB”) who are jointly participating in the East Bay College Agile Network (EB CAN).

**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 EB CAN and the sharing of subsidiary identifiable, de-identified, or restricted-use data sets for the use of approved staff and funding agencies for tracking individual participant characteristics, program participation, and outcomes. Participation in this Agreement on the part of EB CAN entails providing individual-level and individually identifiable data to CSUEB and CLPCCD (as specified in Section 3b of this Agreement). These data will be used for the following purposes:

- a. For inclusion in the EB CAN student tracking system, which is used by the EB CAN staff and subcontractors to coordinate, manage, track, and report on the services provided by the EB CAN to participating individuals. CSUEB and CLPCCD agrees to allow EB CAN to disclose personally identifiable information received from either CSUEB and CLPCCD to this Agreement provided that (i) appropriate consent or authorization has been obtained from the individual or the individual’s parent or guardian (if individual is under 18 years of age); 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 EB CAN on individuals.
- c. For reporting measures of participant characteristics, program participation, and outcomes to funding agencies such as ECMC. Data reported to the funding agencies may 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 may be used by the authorized researchers to create a restricted-use data file for use by authorized researchers to conduct studies on the EB CAN program.

**2. PERIOD OF AGREEMENT.** This Master Data Sharing Agreement shall be in effect for the duration of the EB CAN 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 CSUEB and CLPCCD with EB CAN under this Agreement shall be limited to the data elements specifically defined and authorized by the

EB CAN 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 EB CAN. CSUEB and CLPCCD 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. **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 CSUEB and CLPCCD 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. Changes to the Primary Data Set during the contract period must be approved by the CISO and/or DPO (Data Protection Officer) of each party.

**4. TIMING AND FREQUENCY OF UPDATES.** CSUEB and CLPCCD agree to provide the data as specified in **Attachment B** to this Agreement, with specific timing of updates to be negotiated between designated representatives of CSUEB and CLPCCD.

#### **5. CUSTODIAL RESPONSIBILITY AND DATA STEWARDSHIP.**

- a. The parties mutually agree that the EB CAN 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 EB CAN will make its best efforts to facilitate the secure transmission of data from CSUEB and CLPCCD to the EB CAN, the EB CAN is not responsible for ensuring the internal or network security of the EB CAN Partner or for any breaches of security occurring prior to the confirmed receipt of data by the EB CAN partner.
- c. EB CAN is hereby informed and agrees that CSUEB and CLPCCD will release data under this Agreement only upon the condition that EB CAN 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, EB CAN agrees to fully cooperate with CSUEB or CLPCCD 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 EB CAN by CSUEB or CLPCCD or wishes to revoke their consent to data sharing with EB CAN. EB CAN also agrees to notify the CSUEB or CLPCCD in the event it obtains written consent for data sharing, a revocation of consent to share data, or a request to review personally identifiable information stored by EB CAN from an adult or parent/guardian of a child under 18 years old.
- d. The EB CAN Partner agrees not to release any data it receives from the CSUEB or CLPCCD 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.** EB CAN agrees to provide appropriate staff support to execute its data stewardship, data management, custodial responsibilities, and analysis under this Agreement. CSUEB and CLPCCD agrees to provide appropriate staff support to create and transmit to the EB CAN Primary Data Sets as specified in **Attachment C** to this Agreement.

- a. The following EB CAN 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, Organization	Contact Information
EB CAN Data Manager/Data Steward		

- b. Principal Investigator(s), co-Principal Investigator(s) or Lead Data Analyst(s) conducting research and evaluation for EB CAN 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), co-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), co-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 CSUEB and CLPCCD for matters relating to the transfer and management of the EB CAN data:

CSUEB Data Contact	CLPCCD Contact

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

CSUEB Contact	CLPCCD Contact

**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 EB CAN Partner. 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 EB CAN Partner, or (4) required by US law (local, state or federal). 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, EB CAN understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the records it receives from the EB CAN Partner to any other party not subject to this Agreement without the prior written consent, and EB CAN understands and agrees that it will not use the information for any purpose other than the purposes for which the disclosure was made. EB CAN also agrees and understands that the EB CAN 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 EB CAN Principal Investigator(s)/co-Principal Investigators/Lead Data Analyst(s) for use in evaluating the overall and community impact of EB CAN program components over time.
- c. **Termination.** In the event of the termination of the Master Data Sharing Agreement between the CSUEB and CLPCCD or otherwise specified in the Master Data Sharing Agreement, the EB CAN 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 CSUEB and CLPCCD 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.** EB CAN shall provide CSUEB and CLPCCD copies of written reports, analysis, or visuals produced or derived in whole or in part from the EB CAN data prior to public dissemination. Copies shall be submitted to the EB CAN primary contact for the administration of this Agreement as specified in Section 6 to this Agreement.

**12. TERMINATION AND MODIFICATION OF THIS AGREEMENT.** CSUEB and CLPCCD 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 EB CAN lead agency will dispose of the EB CAN data from CSUEB and CLPCD 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, EBCAN partners, CSUEB and CLPCCD agree to all of the provisions of this Master Data-Sharing Agreement and execute this Agreement effective with this signing.

**California State University East Bay**

**Chabot Las Positas Community College  
District**

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Cathy Sandeen, President

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Jonah Nicholas, Vice-Chancellor, Business

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Date

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Date

## Attachment A: Role-Based Data Access Controls

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

Organization	Role	Access Level	Functions
	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>
	Administrator	Student records, including PII, some restrictions on health and survey data, view only	<ul style="list-style-type: none"> <li>● Implementation of partner programs</li> </ul>
	Partner*	Limited PII, restrictions on student records, health and survey data, view only	<ul style="list-style-type: none"> <li>● Academic and Student Support</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>
Consultants	Data Support	Student records, PII, restrictions on health and survey data, view/edit based on the limiting principle of least access required.	<ul style="list-style-type: none"> <li>● Data Support</li> </ul>
ECMC	Funder	Full data with PII removed and risk disclosure	<ul style="list-style-type: none"> <li>● Disaggregated data for reporting requirements</li> </ul>
Public Reporting		Aggregated summary data only	<ul style="list-style-type: none"> <li>● Public information only</li> </ul>

\*Examples include but are not limited to: advisors, counselors, coordinators, etc.

## 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>Frequency of Update</b>	<b>Schedule of Update</b>
Student ID	Quarterly	
First Name	Quarterly	
Last Name	Quarterly	
Email addresses	Quarterly	
Address	Quarterly	
Date of Birth	Quarterly	
Ethnicity	Quarterly	
Gender	Quarterly	
Preferred Pronouns	Quarterly	
Last institution(s) attended	Quarterly	
Affinity or cohort membership info	Quarterly	
ESL and preferred language	Quarterly	
Pell eligibility	Quarterly	
First generation	Quarterly	
Transfer center information	Quarterly	
<b>Enrollment Data</b>		
Academic Level	End of term	
Units Earned	End of term	
Degree pathway		
<b>Course/Grade Information</b>		
GE A1 Grade	Semester	
GE A2 Grade	Semester	
GE A3 Grade	Yearly	
GE A4	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>Other activities</b>		
Academic Advising appointments	Monthly	
Co-curricular programs	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 EB-CAN 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 EB CAN Partners with the understanding and intent that records from the contributed data sets will be linked with records; or
- Data were provided under the terms of a Master Data-Sharing Agreement between the EB CAN 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 CSUEB and CLPCCD, 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.

**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, CSUEB and CLPCCD will assign (where applicable) an appropriate and qualified staff member for any of the following roles. CSUEB and CLPCCD 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 EB CAN Steering Committee.

**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 CSUEB and CLPCCD; (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 EB CAN Partner) unless (a) the proposed use of the data set is explicitly authorized, either as part of the Master Data-Sharing Agreements executed by both CSUEB or CLPCCD 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 EB CAN Partners whose data are included in the data set requested; and (b) EB CAN Steering Committee approval is obtained for the proposed Program and Site Management uses of the limited data set.

**3.2.** For EB CAN, CSUEB and CLPCCD 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 CSUEB and CLPCCD via a web-enabled password-protected site.

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

**4.1.** CSUEB and CLPCCD 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 EB CAN Project 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 EB CAN Data Manager shall have the right to make, via designated staff, unannounced visits to the EB CAN Partners for purposes of inspecting computer equipment and reviewing the security arrangements that the Program Administrator is maintaining with respect to Sensitive Information. The EB CAN 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.** CSUEB and CLPCCD 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 EB CAN 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 EB CAN Data Manager of the breach. The EB CAN Data Manager and Program Administrator will identify the steps taken to prevent any future similar breaches and report to the EB CAN Data Steward within 24 hours of their discovery.

**5.4. Reported Violations.** The EB CAN Data Manager and Data Steward will issue a report identifying any privacy and security breach on covered data by a staff member of the EB CAN Project. The EB CAN 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 EB CAN Partner (either CSUEB, CLPCCD or the evaluator) or otherwise specified in the Master Data Sharing Agreement, the EB CAN Partners 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.