

July 28, 2021

**P20 WIN  
ENTERPRISE MEMORANDUM OF UNDERSTANDING**

**Between**

**State Board of Education, Office of Early Childhood, Connecticut State Colleges and Universities,  
Connecticut Department of Labor, University of Connecticut,  
Connecticut Conference of Independent Colleges,  
Connecticut Department of Social Services, Connecticut Office of Higher Education,  
Connecticut Department of Children and Families,  
Connecticut Coalition to End Homelessness**

**And**

**Connecticut Office of Policy and Management (as the “Operating Group”)**

**And**

**Connecticut Department of Labor (as the “Data Integration Hub”)**

**WHEREAS**, data sharing is an indispensable component of cross-system collaboration needed to achieve the best government solutions for the residents of the State of Connecticut;

**WHEREAS**, it is important to make interagency data sharing more streamlined and efficient, increasing the integration and analysis of data across agencies and programs;

**WHEREAS**, the State is committed to protecting and strengthening the data security and individual critical privacy safeguards and confidentiality requirements pursuant to federal and state laws;

**WHEREAS**, the State recognizes that persons and communities of color often face disparate impacts and are overrepresented in certain agencies’ administrative data;

**WHEREAS**, cross- agency data sharing shall only occur under principles that advance the equitable use of data;

**WHEREAS**, certain state agencies and entities agree to securely exchange data as permitted or required by applicable law in order to improve the services they provide and programs they operate for the benefit of residents of the State of Connecticut;

**WHEREAS**, the Connecticut Preschool through Twenty and Workforce Information Network (“P20 WIN”) consortium of agencies and entities has accomplished a tremendous amount of work and demonstrated success in sharing data for program evaluation and research purposes involving education and workforce development;

**WHEREAS**, there is momentum and mutual motivation in the executive and legislative branches of Connecticut government to build on the success of P20 WIN and other initiatives reliant on successful data sharing, including the Two-Generational (“2Gen”) Initiative, the Governor’s Workforce Council and the Governor’s Task Force on Housing and Supports for Vulnerable Populations;

**WHEREAS**, to build on the success of P20 WIN and its authority to establish and implement policies related to cross-agency data sharing management, including, but not limited to data privacy, confidentiality and security in alignment with the vision for P20 WIN and any applicable law, and to further the participation in data sharing between state agencies and other organizations for legitimate governmental purposes, to inform policy and practice for education, workforce and supportive service efforts, including but not limited to conducting research, audits, studies and evaluations of federal or state programs as prescribed in C.G.S. § 10a-57g and applicable federal laws, and any additional purposes authorized in the future through statutory changes by the Connecticut General Assembly and approved by the P20 WIN Executive Board, the P20 WIN Parties agree to the terms and conditions of this Enterprise Memorandum of Understanding (“E-MOU”), in collaboration with the Office of Policy and Management (“OPM”) pursuant to its statutory mandate (C.S.G. § 4-67n) to securely and effectively integrate and share data between agencies, and develop policies and procedures to support the same;

**WHEREAS**, C.G.S. § 10a-57g (6) defines “Participating Agency” as including the Connecticut State Colleges and Universities, Department of Education, Department of Labor, the Office of Early Childhood, the University of Connecticut, the Connecticut Conference of Independent Colleges, as well as “any entity that has executed an enterprise memorandum of understanding for participation in the P20 WIN and has been approved for participation pursuant to the terms of this E-MOU;”

**WHEREAS**, the entities that comprise P20 WIN and new state agencies or entities agree to enter into this E-MOU setting forth the terms and conditions of such data sharing; such state agencies and entities include the State Board of Education (“SBOE”), the Office of Early Childhood (“OEC”), the Connecticut State Colleges and Universities (“CSCU”), the Connecticut Department of Labor (“DOL”), the University of Connecticut (“UConn”), the Connecticut Conference of Independent Colleges (“CCIC”), the Connecticut Department of Social Services (“DSS”), the Office of Higher Education (“OHE”), the Connecticut Department of Children and Families (“DCF”), the Connecticut Coalition to End Homelessness (“CCEH”), and any other state agency or entity that is approved by the Parties to join and that agrees to the terms and conditions of this E-MOU in the future (individually referred to as a “Participating Agency” or collectively “Participating Agencies”), and the Connecticut Office of Policy and Management (“OPM” or the “Operating Group”) and the Connecticut Department of Labor (the Data Integration Hub)(collectively or individually, these entities may be referred to as a “Party” or “Parties”); and

**WHEREAS**, C.G.S. § 10a-57g(8)(d) authorizes the Executive Board of P20 WIN to appoint advisory committees to make recommendations on data stewardship, data system expansion and processes, and such other areas that will advance the work of CP20 WIN.

**NOW, THEREFORE**, the Parties mutually agree to the provisions set forth in this E-MOU.

## **I. PRELIMINARY STATEMENT**

It is specifically understood that by entering this E-MOU and agreeing to its terms and conditions, each Participating Agency is not forfeiting any of its rights to its data, its autonomy to determine the use of and the sharing of any of its data or limit the re-disclosure of the shared data, or whether to share any of its data for a particular purpose. The Parties understand that the goal of this E-MOU is to increase data sharing for legitimate governmental purposes, including but not limited to the evidence-based policy-making to improve supportive services, education and workforce development outcomes in the State of Connecticut, the determination of resources and services allocation, and to make Data Sharing, when approved and authorized by the Participating Agency, more efficient and effective.

## **II. DEFINITIONS**

For purpose of this E-MOU, the following definitions shall apply:

**Anonymized Data (“Anonymized Data”)** refers to Data that cannot be linked back to an individual and, as such, are not useful for monitoring the progress and performance of Individuals; however, such Data can be used for other research or training purposes.

**Breach(es) (“Breach” or “Breaches”)** shall mean all known or suspected incidents that result in or could reasonably result in the unauthorized access, use, or disclosure of any data transmitted or shared pursuant to this E-MOU that is protected by federal or state laws.

**Data (“Data”)** means statistical or other information that: (A) is reflected in a list, table, graph, chart, or other non-narrative form that can be digitally transmitted or processed; (B) is regularly created and maintained by or on behalf of an Participating Agency; and (C) records a measurement, transaction or determination related to the mission of the Participating Agency or is provided to such Participating Agency by any third party as required by any provision of law or contract.

**Data Definitions (“Data Definitions”)** are the plain language descriptions of Data Elements. The definitions should be specific enough to allow Users to fully understand the Data Elements.

**Data Dictionary (“Data Dictionary”)** is a listing of the names of a set of Data Elements, their definitions and additional Meta-data. A Data Dictionary does not contain any actual data; rather it serves to provide information about the data in a data set.

**Data Elements (“Data Elements”)** are units of information as they are stored or accessed in any data system. For example, education data elements about a student’s academic history could include: student ID number, course code, credits attempted, cumulative grade point average, etc.

**Data Integration Hub (“Data Integration Hub”)** is the Connecticut Department of Labor (DOL) and is the centralized enterprise Data matching service for P20 WIN with the Participating Agencies.

**Data Recipient (“Data Recipient”)** means any person, entity or organization that is a party to an approved Data Sharing Agreement that receives Data sets from Participating Agencies for legitimate state purposes.

**Data Request Management (“Data Request Management”)** means the required review and approval process for each Data Sharing request as described in full in this E-MOU and its Appendices, attached and incorporated hereto.

**Data Sharing (“Data Sharing”)** means the act of securely transferring Data with multiple users or applications, integrating different data sets between the Participating Agencies, the Data Integration Hub and Data Recipients. Data Sharing shall encompass the utilization of personally-identifiable information for the creation of anonymized personal information and aggregate information.

**Data Sharing Agreement (“Data Sharing Agreement” or “DSA”)** is a specific agreement that includes the specific terms and conditions that govern how Data are transferred, stored, matched and managed. It also outlines the role and responsibilities of the Data Recipient who has requested the data and includes the project objectives, methodology, Data fields and Data security plan (e.g., plan to mitigate the risk of re-identification in research project), dissemination plan, and timeline of project completion. The DSA will be signed by two (2) or more Participating Agencies providing their Data, the Data Integration Hub, and the Data Recipient and must be in compliance with this E-MOU. A DSA’s terms and conditions may differ depending on each Participating Agencies’ confidentiality and privacy requirements.

**De-identification of Data or De-identified Data (“De-identification of Data” or “De-identified Data”)** refers to the process of removing or obscuring any personally-identifiable information in a way that minimizes the risk of unintended disclosure of the identity of individuals and information about them. Specific steps and methods used to de-identify information may vary depending on the circumstances, but should be appropriate to protect the confidentiality of in the Individuals. While it may not be possible to remove the disclosure risk completely, de-identification is considered successful when there is no reasonable basis to believe that the remaining information provided through a single release or through a combination of multiple releases can be used to identify an Individual. De-identified Data is the result of the De-Identification of Data

**Digital Credentials (“Digital Credentials”)** means a mechanism, such as a public-key infrastructure or electronic signature that enables Participating Agencies to electronically prove their identity and their authority to conduct a Data transmittal to the Data Integration Hub.

**Effective Date (“Effective Date”)** shall mean the date of execution of this E-MOU by at least two (2) or more Participating Agencies, the Data Integration Hub, and OPM.

**Individual (“Individual”)** shall mean a client, person or entity whose data is maintained by a Participating Agency and potentially subject to exchange with other Participating Agencies.

**Operating Group (“Operating Group”)** is the Connecticut Office of Policy and Management (OPM) that facilitates the smooth and efficient operation of P20 WIN for the benefit of the Participating Agencies and the greater benefit of the State of Connecticut.

**Personally-Identifiable Information (“PII”)** means information capable of being associated with a particular individual through one or more identifiers, as defined in state and /or federal law, including but not limited to C.G.S. §§ 4e-70(4), 10-234aa(4), 10a-42h, 31-254, 31-701b(a), and 42-471; 20 CFR §603; 34 CFR Part 99.

**Re-disclosure (“Re-disclosure”)** means transfer or disclosure of PII to any other person or entity whose access to such PII or other identifying Data is not specifically authorized in this E-MOU.

**Resultant Data (“Resultant Data”)** is the Data provided by the Participating Agencies and the Data Integration Hub to the Data Recipient pursuant to a Data Sharing Agreement signed by two (2) or more Participating Agencies. Resultant Data includes original Data files received for analysis from Participating Agencies and a crosswalk of unique generic identifiers used to connect the analyzed data together. It also includes the working documents and derivative tables that are created from this analyzed data before the documents and tables have been reviewed according to the DSA and subsequently approved as appropriately aggregated for access to Users beyond those names in the DSA.

**Specifications (“Specifications”)** shall mean the specifications established by applicable federal and state law or adopted by the Data Governing Board that prescribe the Data content, privacy, confidentiality, technical and security requirements needed to enable the Participating Agencies and the Data Integration Hub to Transmit Data and protect Data at rest. Specifications may include, but are not limited to specific standards, services, and policies applicable to Transmission of Data pursuant to this E-MOU.

**Transmit/Transmittal/Transmission of Data or Data Transmittal (“Transmit”, “Transmittal”, “Transmission of Data” or “Data Transmittal”)** shall mean, in varying tenses, to share Data electronically using technology allowed by the Specifications.

**User or Users (“User” or “Users”)** shall mean employee of a Participating Agency or Data Integration Hub, or individual, agent, or entity (e.g., an independent contractor), who has been authorized to access the Data in accordance with the applicable DSA and any applicable Federal and State laws.

### **III. GOVERNANCE STRUCTURE, ROLES AND RESPONSIBILITIES**

P20 WIN shall have a cross-agency data governance system that provides the structure to create and implement the necessary policies and procedures for a multi-agency Data Sharing system to address

broad policy questions and state needs. To achieve this goal, pursuant to P20 WIN's authority set forth in C.G.S. § 10a-57g to establish boards and advisory committees, there shall be an Executive Board, a Data Governing Board and a Resident Advisory Board whose tasks are set forth below. Together these groups shall provide P20 WIN Data Sharing process leadership, policy creation, system implementation, maintenance, and improvement. All members of the Boards will be voting members, each with one (1) vote, except that any member that is not a representative of a state agency shall be disqualified from participating and voting in decisions pertaining to the use of public funds or resources.

- A. Together, the P20WIN governance bodies shall work in concert to ensure that the following processes operate smoothly:
  1. Response to data requests. The Operating Group shall receive and manage the Data Sharing Request Forms (Exhibit A to the Data Sharing Agreement and support the Data Governing Board members involved in the Request in accordance with the Data Sharing Management procedure described in Section XI.
  2. Determination of authorized Users and access rights. In accordance with applicable law and this E-MOU, the Data Governing Board shall: (a) establish a process to approve the Users who are to have access to data (de-identified or identified) and are named in the Data Sharing Request Form, and (b) establish the parameters for Data Transmission and Data destruction.
  3. Development and maintenance of cross-agency Data Dictionary. The Data Governing Board shall be responsible for ensuring that the Data Dictionary for each Participating Agency is complete and up-to-date.
  4. Addition, Suspension and Readmission of Participating Agencies. The Executive Board shall approve a protocol for expanding the Data Sharing process to include additional agencies or organizations or additional Data so that the technical infrastructure is expanded, and new Participating Agencies have representation in the named committees. New Participating Agencies shall be added in accordance with Appendix 1. The suspension and readmission of Participating Agencies shall also be determined by the Executive Board in accordance with Appendix 1.
  5. Responsibility for P20WIN Policies, Staffing and Financial Support. The Executive Board shall have overall fiscal and policy responsibility to sustain and improve the Data Sharing process, including how the Operating Group and the Data Integration Hub will be staffed and supported financially.
  6. Modification of policy. The Data Governing Board may make recommendations to the Executive Board to modify policies and procedures in accordance with Appendices 3 and 4.

#### IV. EXECUTIVE BOARD

The Executive Board is a multi-agency committee that shall provide vision, oversight and leadership for the data governance structure. The Executive Board shall consist of the members as defined in C.G.S. § 10a-57g. The Executive Board shall have ultimate policy decision-making authority for the P20WIN Data Sharing process. Each member shall hold staff within their respective agencies accountable to the goals

of the system. Executive Board members shall work to support and continue to secure resources for the Data Sharing process and its efficient operation, thereby adding value to their respective agencies and to Connecticut as a whole.

The Executive Board shall elect a Chairperson. The Chairperson shall be a State official or employee and shall conduct all Executive Board meetings, represent the P20WIN Data Sharing process, and work with all Participating Agency leaders and political leaders to assure agency-to-agency coordination and to further data sharing to improve services provided to the residents of Connecticut. The Chairperson shall lead the Executive Board to set the direction for the Data Sharing process and shall work with the Operating Group on agenda setting and operational matters. The Chairperson shall be elected by the full Executive Board and will serve a term of two (2) years. On matters requiring votes, the Chairperson shall vote to break a tie.

A. Responsibilities:

1. Attend regular Executive Board meetings to be held quarterly.
2. Define, develop and advance a vision and supporting policies to use the Data Sharing process for legitimate State purposes, including but not limited to informing operations and service delivery, conducting research, studies, audits and evaluations, developing reports and indicators and any additional purposes in the future through statutory changes by the Connecticut General Assembly and approved by the Executive Board, subject to all federal and state laws and regulations.
3. Each member shall identify a representative to serve on the Data Governing Board.
4. Convene to respond to escalated issues from the Data Governing Board.
5. Have overall fiscal and policy responsibility for P20WIN.
6. Identify and work to secure resources necessary to sustain the P20 WIN.
7. Champion the implementation, maintenance and improvement of P20 WIN by advocating for the Data Sharing process in regard to policy, legislation and resources.
8. Members shall not only represent the interests of their Participating Agency and clients and, consistent with applicable law and their Participating Agency's authority, shall work to support the state's vision of Data Sharing and improved Data Sharing using the Data Integration Hub.
9. Assist the Data Sharing process to ensure that the work always promotes equity and that research and data sharing efforts do not disparately impact consumers or families.
10. Make recommendations to the Operating Group regarding fiscal and budgetary issues for the Data Sharing process.
11. Ensure the proper use of and monitor circumstances in which public funds or resources that are to be jointly utilized with those from private entities (such arrangements are governed by appropriate Data Sharing Agreement).
12. Add, suspend and readmit Participating Agencies in accordance with Appendix
13. Establish bylaws to govern its procedures.

- B. The Executive Board shall have the authority to create standing or special committees (e.g., legal committee; data steward committee) when necessary.

The Executive Board will meet, with appropriate prior publication of notice of the meeting consistent with the requirements of Chapter 14, including but not limited to C.G.S. §§ 1-206 and 1-225 -232.

The role and responsibilities of the Executive Board shall not replace the role of an Institutional Review Board.

## **V. DATA GOVERNING BOARD**

Pertaining to any Data Sharing pursuant to this E-MOU, and in compliance with federal and state laws, the Data Governing Board shall establish policies related to cross-agency data management, including but not limited to, data privacy, confidentiality and security in conformance with applicable law. It shall also develop recommendations on policies and practices that need to be developed or improved and shall be responsible for implementing the processes necessary to carry out the approved policies. The Data Governing Board shall provide oversight for the technical implementation of the Data Sharing process and shall be responsible for ensuring the availability, privacy, confidentiality, security and quality of data shared through the Data Integration Hub and with Data Recipient(s). Each Party shall appoint to the Data Governing Board one (1) staff to fulfill the responsibilities defined in C.G.S. § 10a-57g. Members shall work collaboratively to develop policies necessary for the implementation, maintenance, security, privacy, confidentiality and improvement of the Data Sharing process.

### **A. Responsibilities:**

1. Attend regular Data Governing Board meetings to be held monthly.
2. Establish data governance policies to enable, improve and sustain the Data Sharing process and the Data Sharing Requests from the point of application through completion, including but not limited to the Data Sharing Management procedures pursuant to Section XI of this E-MOU. All policies and actions of the Data Governing Board shall further
3. the vision of P20WIN, including the prioritized research agenda established by the Executive Board and shall be consistent with this E-MOU. In accordance with applicable law and this E-MOU, provide the appropriate Data from their respective Participating Agency source systems to support the accurate and effective implementation of the Data Sharing process.
4. Review and approve Data Sharing Requests, data output and resulting publications prior to release in accordance with applicable law and in accordance with Section XI of this E-MOU and pursuant to the Participating Agencies agreeing to share their data pursuant to a signed Data Sharing Agreement.
5. Identify, as needed, additional data stewards and subject matter experts to implement the Data Sharing process and to provide recommendations to the Data Governing Board to improve the Data Sharing process.
6. Specify and produce guidance for reports that the Data Sharing process produces on a regular basis.



7. Establish a process to regularly review, and on an annual basis, produce a report on the efforts of P20 WIN to promote equity and that research and data sharing efforts do not disparately impact consumers or families.
8. Maintain a protocol for expanding the Data Sharing system to include additional agencies or data pursuant to Appendix 1.
9. Members of the Data Governing Board shall not only represent the interests of their Participating Agency and/or clients but consistent with applicable law and their agency's authority, work to support the State's vision of data sharing and the Data Sharing process.
10. Develop data standards and data cleansing processes.
11. Develop, document and monitor Data Definitions and Metadata for shared Data Elements within the cross-agency Data Dictionary, using State guidance on Metadata standards.
12. Evaluate the quality of the technical process for matching data and quality of the data available through the P20 WIN Data Sharing system.
13. Develop policies and procedures, including but not limited to policies and procedures to ensure data privacy, confidentiality and security.
14. Receive reports of a Breach or a suspected Breach pursuant to Appendix 2, and receive confirmation from Participating Agencies and the Data Integration Hub when the security of their systems has been restored after Breaches. Notification of a Breach to the Data Governing Board does not relieve the Participating Agency and the Data Integration Hub of its responsibilities or possible liabilities under applicable state and federal law, including but not limited to any required notifications that a Breach has occurred and any related notifications required due to a Breach of any shared information, including but not limited to the Attorney General's Data Security Department.
15. Consult with OPM, in accordance with the provisions of C.G.S. §§ 4-67n, 4-67p and 10a-57g and other applicable statutes and policies.
16. Manage the amendment process of this E-MOU in accordance with Appendix 3 and Appendix 4.
17. Provide recommendations to the Executive Board whether to agree to the creation of additional centralized enterprise Data matching services, available to the Participating Agencies, in accordance with Appendices 3 and 4.
18. Establish bylaws to govern its procedures.

The role and responsibilities of the Data Governing Board shall not replace the role of an Institutional Review Board.

## **VI. RESIDENT ADVISORY BOARD**

Data sharing by governmental agencies should incorporate the knowledge and expertise of the persons whose data are being used. In order to be proactive and transparent, the Executive Board shall develop a plan to create a Resident Advisory Board with members representing residents of Connecticut, including a majority of persons who receive or received state services and benefits. The Resident

Advisory Board shall provide advice and guidance to the Executive Board and the Data Governing Board on how to communicate its work and mission to State residents:

- A. Responsibilities:
  - 1. Advise the Participating Agencies in earning public trust in the work of the Data Sharing process.
  - 2. Invited to attend regular Data Governing Board meetings.
  - 3. Assist the Data Sharing process to ensure that the P20 WIN promotes equity and that research, evaluation and data sharing efforts do not disparately impact consumers or families.
  - 4. Share insight on projects, policies and procedures, and how to prevent any use of data for malevolent purposes, or that might result in profiling or other malevolent impact, specifically on issues of informed consent, assent, notice, privacy, data retention and destruction, and equity in data.
  
- B. The Resident Advisory Board members are or were recipients and end users of State services, and shall provide insight and recommendations from their life experiences. The members of the Resident Advisory Board shall be compensated for their time and contributions.
  - 1. Participating Agencies and the Operating Group will work to identify funding sources, through shared resources, philanthropic organizations or federal grants, to provide training, administrative support and other assistance to the Resident Advisory Board members.
  - 2. Funds accumulated from fees paid by Data Recipients through the data request process may be a funding source for this purpose.
  
- C. Members of the Resident Advisory Board shall be nominated by the Executive Board. Each member shall serve for a 2-year period, except for the first group of members who shall have staggered terms for different time periods.

The role and responsibilities of the Resident Advisory Board shall not replace the role of an Institutional Review Board.

## **VII. OPERATING GROUP AND DATA INTEGRATION HUB**

The following is the delineation of the roles and responsibilities of the Operating Group (OPM) and the Data Integration Hub (DOL). The goals of the Operating Group and the Data Integration Hub are to provide the P20 WIN Data Sharing process with quality service, timely resolution to issues and superior performance that will enable the participating agencies to achieve the P20 WIN vision. The Operating Group and Data Integration Hub have shared responsibility to host and operate P20 WIN, with the Operating Group serving as the lead agency responsible for the operations of P20 WIN and the Data Integration Hub responsible for hosting, linking and Transmitting Data.

A. Operating Group (OPM)

1. Responsibilities:

- a. Support the Executive Board and the Data Governing Board and facilitate a smooth and efficient operation for the benefit of the Participating Agencies and the greater benefit of the State and its residents.
- b. In collaboration with the Participating Agencies, develop a budget for each biennial budget term to support costs across all Participating Agencies associated with ongoing operation, maintenance and improvement of the Data Sharing process.
- c. Develop and submit a budget request for the Operating Group and the P20 WIN Data Sharing process costs, based on recommendations from the Executive Board.
- d. In collaboration with Participating Agencies, develop appropriate and necessary legal documents to distribute funds for the P20 WIN Data Sharing system as defined in the approved budget.
- e. Provide financial back-office support for managing the receipt and distribution of funds according to the fully executed Data Sharing Agreement.
- f. Provide program management to support the continued operation, maintenance and improvement of the Data Integration Hub as a resource for the Participating Agencies and the State.
- g. Serve as the primary point of contact for incoming Data Sharing Requests and coordinate communication between Data Recipients and the Participating Agencies as necessary to support the completion of documents required by the Data Sharing process.
- h. For each approved DSA, facilitate communication between the Data Recipient, Participating Agencies and the Data Integration Hub to ensure the process for fulfilling the terms of the DSA are progressing.
- i. Provide for meeting space and materials for the Executive Board and the Data Governing Board meetings as needed, including public notice as required.
- j. Coordinate and prepare reports on Data Sharing activities and outcomes for legislative and funding stakeholders.
- k. Facilitate any audits that are requested and required by any Party.
- l. Implement the current fee policy from Data Recipients.
- m. Maintain the official, executed version of this E-MOU, along with all Appendices , in an electronic form.

B. Data Integration Hub (DOL)

1. Responsibilities:

- a. Enter into Data Sharing Agreements with Participating Agencies and Data Recipients.
- b. Maintain a secure server that supports approved data matching software and/or methods so that matches can be conducted at optimum speed, privacy, security and accuracy.

- c. Retain data matching software, implement procedures, and document data matching methods that have been approved by the Data Governing Board for the purpose of facilitating Data requests using the Data Integration Hub.
- d. Utilize the data matching software and/or methods approved by the Data Governing Board to conduct matches between Data sets from participating agencies for approved Data Sharing Requests.
- e. Comply with the provisions of the applicable federal and state data security, confidentiality and privacy requirements. Nothing in this E-MOU may be construed to allow the Data Integration Hub to maintain, use, disclose, or share data in a manner inconsistent with applicable federal and state laws and regulations or inconsistent with the terms of this E-MOU.
- f. Transmission and storage of all Data received by a Data Integration Hub shall be in full compliance with all state and federal legislative and regulatory requirements related to information security, including but not limited to, commercially-available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, encryption of data as it leaves the data boundary, secure tunnels and limitation of physical access to confidential information and personally identifiable information.
- g. Upon the written request from a Party, the Data Integration Hub shall disclose and permit a Party to inspect and audit data confidentiality, privacy or security protocols, practices, and policies to ensure compliance with the terms of this E-MOU and applicable federal and state laws.
- h. The Data Integration Hub shall:
  - 1) Only utilize Data received to fulfill an authorized Data Sharing Request pursuant to a Data Sharing Agreement in accordance with applicable federal and state laws and regulations. Authorization given by Participating Agencies via a Data Sharing Agreement to the Data Integration Hub to use Data for one purpose does not confer approval to use it for any other purpose.
  - 2) Not re-disclose, duplicate or disseminate (except as necessary to fulfill the stated purpose of a particular Data Sharing Agreement), or convey ownership of any portion of the shared Data and records in any media format without the prior written approval from the particular Participating Agency which provided the Data.
  - 3) Transmit all Data via a secure connection approved by the State Information Technology Policy, such as a Virtual Private Network (VPN) or Secure File Transfer Protocol (SFTP) connectivity.
  - 4) Only transmit, via electronic mail, Data Sets that have been appropriately de-identified according to applicable privacy, confidentiality, and security requirements, as outlined in the Data Sharing Agreement. No protected Data will be transmitted via electronic mail.
  - 5) Take all necessary steps to ensure that any protected identifiable information or other identifiable or confidential Data in the possession or control of the Data

Integration Hub are destroyed in a timely fashion as provided in the Data Sharing Agreement; and

- 6) Abide by policies and procedures recommended by the Data Governing Board and adopted by the Executive Board.

### **VIII. DUTIES AND RESPONSIBILITIES OF PARTICIPATING AGENCIES**

Each Participating Agency shall be responsible for the Data that reside in its respective system(s). This E-MOU shall only apply to Data that is shared with the Data Integration Hub through P20 WIN Data Sharing requests at the unit and aggregate levels. Notwithstanding any provision of this E-MOU or any Appendix hereto, each Participating Agency reserves the right to refuse to share or disclose any Data Elements or decline the Data Sharing request in its entirety, in its sole discretion, with documentation as to the reason for the refusal. Participating Agency agrees to:

- A. Execute this E-MOU. In doing so, the Participating Agency affirms that it has the requisite authority to enter and perform this E-MOU. The Participating Agency Executive or designee shall be the representative authorized to sign this E-MOU on behalf of the Participating Agency.
- B. Serve on the Executive and Data Governing Boards as described in this E-MOU.
- C. Comply with the provisions of this E-MOU and its Appendices.
- D. Participate in data governance processes in accord with this E-MOU and its Appendices.
- E. Prior to agreeing to provide its Data for a Data Sharing Request, verify and confirm that the Data required for the request is available and may be shared for the requested purpose.
- F. Abide by all policies and procedures recommended by the Data Governing Board and adopted by the Executive Board.

### **IX. DATA SOVEREIGNTY**

Sovereignty of all data collected and maintained by each Participating Agency remains with the Participating Agency. The transmission of Participating Agencies' Data via the Data Integration Hub and subsequent data matching and disclosure of any Resultant Data pursuant to this E-MOU via a Data Sharing Agreement (DSA) do not change the ownership of the Participating Agency's Data and do not additionally assign any such rights to any other Party, entity or person. The DSA between the Participating Agencies, the Data Integration Hub and the Data Recipient ONLY controls the use and disclosure of such Data to the Data Recipient, and where approved by an Institutional Review Board (IRB).

## **X. FREEDOM OF INFORMATION ACT REQUESTS**

If there is a request to a Party pursuant to the Freedom of Information Act (“FOIA”) for Data in the possession of the Party which is owned by another Party, such Party shall coordinate with the Party that owns the Data to respond to the request. Such coordination shall be initiated within 24 hours, and no later than 48 hours of the receipt of the FOIA request.

## **XI. DATA SHARING MANAGEMENT**

This Section describes the process for Data Sharing from more than one Participating Agency. If Data is requested from only one Participating Agency, this process and documentation does not apply and the Data Recipient may directly contact the specific Participating Agency.

- A. With support from the Operating Group, the Participating Agencies providing Data and the Data Recipient shall identify details specifying the intended purpose, data content, security expectations, availability and dependency requirements in the DSA and the Data Sharing Request Form (Exhibit A to the Data Sharing Agreement) which shall address, including but not limited to the following:
  1. Scope of Project
    - a. What is the proposed Data Sharing project?
    - b. What is the purpose of the Data Sharing Request (and that it meets all Federal and State law requirements for Data Sharing)?
    - c. Does it further the vision, purpose and research agenda of the P20 WIN?
    - d. What specific data fields and elements are to be queried/linked?
    - e. When will the Data Recipient destroy or return the Resultant Data?
  2. Entities Involved
    - a. Who are the Participating Agencies sharing the data?
    - b. What is the Data Requesting entity?
    - c. Who are the Participating Agency contacts?
    - d. Who are the Data Requesting contacts?
  3. Identify any applicable federal and state laws and regulations to determine whether all confidentiality/privacy requirements are being met.
  4. Document the plans for data analysis and reporting of findings from the Resultant Data.
  5. Data Recipient shall provide information whether the Data Recipient is able to meet the Data security requirements and conduct the Data analysis in a secure environment.
  6. Determine the Participating Agencies’ confidentiality and privacy requirements, permissions and limitations for Data Recipient’s dissemination or publication of the results before release beyond the Data Recipient(s) named in the DSA.
  7. Signed approval from Participating Agencies.
- B. The Data Recipient shall submit the completed Data Sharing Request Form (Exhibit A to the Data Sharing Agreement) to the Operating Group for completeness review, including for support from the Participating Agencies. The Operating Group shall prepare the Data Sharing Request

Form for review by the Data Governing Board representatives from the Participating Agencies whose data are requested in the Data Sharing Request Form. The Data Governing Board representatives from the Participating Agencies whose Data are requested in the Data Sharing Request shall make one of the following decisions:

1. Approval: Data Recipient(s) receive notification of the decision, and that each Participating Agency has verified the availability of the requested Data and agrees to share the Data for the specific purpose of the request.
2. Conditional Approval: Data Recipient (s) shall receive notification of the decision, subject to Data Governing Board's request and review of additional information. The Participating Agencies and the Data Recipient shall be allowed to provide additional information, and/or address the comments or concerns of the Data Governing Board and resubmit the request.
3. Disapproval: Data Recipient (s) shall receive notification of the decision and the supporting reasons for the decision not to share or match Data based on the given Data Sharing Request Form.

The Participating Agencies' representatives do not have to meet in person and the Participating Agencies' votes may be virtual, including but not limited to telephonic. The Operating Group shall be responsible for notifying the Data Recipient of the applicable decision.

## **XII. METHODOLOGY**

The Participating Agencies in the Data Sharing Request shall, in accordance with the DSA, provide the Data Integration Hub with the requested Data files and will describe the Data flow process in the DSA. Each Participating Agency input file shall contain a generic identifier for each Individual record. The generic unique identifier, used solely for the Data Sharing process using the Data Integration Hub, will bear no resemblance to or contain any part of an individual's identifiable data.

The Operating Group shall coordinate and schedule the Transmission of Data from Participating Agencies with Data that was approved to be a part of the Data request. Each Participating Agency with Data that was approved to be a part of the Data request and who approved the use of their Data will produce the input Data sets required to satisfy the request:

- A. The file used for data matching will be structured so that there is one unique record per Individual represented. Data that may have been pulled from a dimensional data source will be flattened to produce an input file in this format.
- B. Participating Agency shall structure the file with a unique generic ID to each unique record in the file that identifies the Participating Agency which is providing the Data.

Each Participating Agency shall utilize the Specifications under this E-MOU when responding to a P20WIN Data Sharing Request.

The Participating Agencies may jointly advise the revision of these Specifications, and the Data Governing Board may recommend to the Executive Board the adoption of amendments to, or repeal and replacement of, the Specifications for integrating data for matching services at any time in accordance with Appendix 4 of this E-MOU.

Upon receipt of all required input Data sets, the Data Integration Hub shall utilize data matching software and/or methods approved by the Data Governing Board to integrate the Data sets.

### **XIII. USE OF DATA**

- A. All Parties to this E-MOU, and specifically, the Data Integration Hub, shall only use Data for the authorized Data Sharing Request purpose and no other purpose in accordance with applicable federal and state law, this E-MOU and the Data Sharing Agreement. Each Party shall monitor the use of Data by its Users, employees, vendors and any other person or entity that receives, sends, or has access to Data pursuant to this E-MOU. Nothing in this E-MOU may be construed to allow any Party, person or entity to maintain, use, disclose or share Data in a manner inconsistent with the terms of this E-MOU or its Appendices and applicable federal and state laws and regulations.
- B. The Parties agree that they will comply with any operational measures necessary due to changes in applicable law.
- C. Each Participating Agency agrees that unless permitted or required to share Data by applicable federal and/or state law, it may obtain the appropriate authorization to disclose the Data for the Individual, pursuant to the terms and conditions of this E-MOU and its Appendices. If a signed consent to share the Data is required, the Participating Agency may take steps to obtain the Individual's consent to release the Data. Where the Individual is a minor, the Participating Agency may take steps to obtain the Individual's parent or legal guardian consent. If the Individual has a representative authorized to act on her/his behalf, the Participating Agency may take steps to obtain the Individual's representative consent.
  - 1. Tracking of Authorizations. The Participating Agencies agree to track the expiration and/or revocation of the Individuals consent authorization in compliance with the applicable federal and state laws.
  - 2. Defective authorization. Individuals consent authorization is not valid if the document has any of the following defects: (a) the expiration date has passed or the expiration event is known by the Participating Agency to have occurred; (b) the authorization has not been completely filled out, with respect to a required element by federal and/or state law; (c) the authorization is known by the Participating Agency to have been revoked; (d) the authorization creates a compound authorization or violates the prohibition on conditioning



the provision of services or benefits on conditioning authorizations; (e) any material information in an authorization is known by the Participating Agency to be false.

3. Revocations of authorizations. Individuals may revoke a consent authorization provided under this section at any time for subsequent Data Sharing requests, provided that the revocation is given in writing to the Participating Agency, except to the extent that the Data has already been shared or actions have taken place in reliance on the prior consent authorization. The confidentiality and privacy policies of each Participating Agency shall govern the Individuals revocation of consent authorizations.

#### **XIV. P20 WIN DATA SHARING SYSTEM ACCESS POLICIES**

- A. Each Participating Agency acknowledges that Participating Agency access and disclosure policies may differ among them as a result of differing applicable laws and business practices. Each Participating Agency agrees to be responsible for encrypting data in transit and at rest, using current industry standard algorithms agreed on by the Participating Agencies involved and the Data Integration Hub before transmission occurs based on the application of its Participating Agency Access and Disclosure policies to the requested data. Each Participating Agency shall comply with applicable federal and state law, this E-MOU, and all applicable Specifications in Transmittal of Data.
- B. Each Participating Agency agrees to employ an approved credentialing service, through which the Participating Agency, or its designee, uses the Digital Credentials to verify the identity of each User prior to enabling such user to Transmit Data. The “approved credentialing service” must meet state, federal and industry standards. It must also be commonly used, verifiable, and known as being used in existing data exchange systems.

#### **XV. ENTERPRISE SECURITY SPECIFICATIONS**

- A. Each Participating Agency agrees:
  1. To implement and maintain a security program that, at a minimum, includes all controls identified in NIST Special Publication 800-171. Furthermore, each Participating Agency shall be responsible for maintaining a secure environment compliant with state policies, standards and guidelines, and other applicable federal and state law that supports the Transmission of Data in compliance with the Specifications.
  2. To comply with additional safeguards recommended by the Data Governing Board and/or required by the Executive Board, including but not limited to encryption of Data in transit and at rest using current industry standard algorithms agreed on by the Parties involved before transmission occurs.
  3. As appropriate under applicable federal and state law, have written privacy and security policies, including Access and Disclosure policies.
  4. To the extent permissible under applicable federal and state law, comply with

Specifications that define expectations with respect to data privacy and security standards in this E-MOU.

- B. The Data Integration Hub agrees:
  - 1. To implement and maintain a security program that, at a minimum, includes all controls identified in NIST Special Publication 800-171.
  - 2. That each Participating Agency shall, through its agents, employees, and independent contractors have the ability to audit the processes at the Data Integration Hub related to this E-MOU for Data security purposes: to clarify, the Participating Agency has the ability to monitor the access to and use of the Data Integration Hub, but not the records or the Data being provided
  - 3. That all Data from each Participating Agency, in the possession of the Data Integration Hub, shall be encrypted at rest (storage) and in motion (Transmittal) including all Participating Agency Data sent to the Data Recipient.
  - 4. To develop procedures to notify Participating Agencies when a breach or suspected breach of the Data Integration Hub has occurred.
  
- C. In accordance with applicable federal and state law, each Party shall be responsible for procuring and assuring that its User(s) have or have access to equipment and software necessary to fulfill its responsibilities under this E-MOU.
  
- D. Security Standards for Transmission of Data and for Data at Rest. The Transmission of Data shall be encrypted to appropriate framework, using current industry standard algorithms agreed on by the Parties involved. Electronic signatures shall be used in the Data Transmission and Data at rest to identify the source and destination.
  
- E. Exception Process. A Participating Agency which does not fully meet the standards set forth in this Section XV may submit a proposed plan to share Data to the Data Governing Board during the process of coming into full compliance with the stated requirements.
  
- F. Applicability of Privacy and Security Regulations. To maintain the privacy, confidentiality, and security of the Data, and in determining Data security (including but not limited to where the Data shall be maintained and who has access to the Data), each Party shall comply with applicable federal and state law and this E-MOU and the data privacy and security standards.
  
- G. Safeguards. Each Party shall use reasonable and appropriate administrative, physical and technical safeguards in conformity with NIST SP 800-171 requirements.
  
- H. Breach Notification. If a breach occurs while the Data is in the possession of a Party, such Party shall comply with the applicable federal and state law requirements regarding reporting of a breach or a potential breach, including but not limited to the Attorney General's Data Security

Department, C.G.S. § 36a-701b, that affect Data covered under a Data Sharing Agreement (DSA) and comply with the requirements contained in Appendix 2 hereto.

- I. Conflict of Obligations. This Section shall not be deemed to supersede a Participating Agency's obligations (if any) under relevant security incident, breach notification or confidentiality provisions of applicable federal and law.
- J. Conflict of Compliance. Compliance with this Section shall not relieve any Party of any security incident or breach reporting requirements under applicable federal and state law including, but not limited to, those related to Individuals.

**XVI. ONBOARDING NEW PARTICIPATING AGENCIES, AND SUSPENSION AND REINSTATEMENT OF PARTICIPATING AGENCIES**

Onboarding of new entities for data sharing and suspending and reinstating Participating Agencies shall be in accordance with Appendix 1.

**XVII. AUDITS**

The Operating Group will facilitate any required confidentiality, privacy or security audits related to the P20 WIN Data Sharing process that are requested by any of the Participating Agencies. To perform this duty, the Operating Group shall:

- A. Facilitate any Participating Agency to audit or assess the Data Integration Hub's data sharing confidentiality, privacy or security protocols and practices to ensure compliance with applicable laws and this E-MOU.
- B. Ensure maintenance of logs to track a) Data files received; b) matches conducted; c) Data files maintained; and d) the output files sent to approved Data Recipient(s). Logged information shall specifically document when Data was transferred, who received and sent Data, Data Elements involved, Data Sharing Request to which the Transferred Data pertain, dates of Data destruction and other relevant information.
- C. Regularly monitor Users at the Data Integration Hub with access to Data to determine whether the job responsibilities of those persons continue to require access to Participating Agencies' Data. The Data Integration Hub shall immediately facilitate the removal of access for any person who is determined to no longer require such access.

**XVIII. MISCELLANEOUS PROVISIONS**

- A. Amendments. An amendment of the E-MOU and its Appendices and the DSA and its

Exhibits may be recommended by the Data Governing Board to the Executive Board in accordance with Appendix 3 and Appendix 4. To be considered, all members of the Executive Board must be present (including telephonically or virtually) for the vote. Revisions to this E-MOU must be approved by the Executive Board by a unanimous vote of the Executive Board. After such vote, if a member participated by telephonically or virtually, the Operating Group shall follow up with such member and capture their vote for inclusion. A formal written amendment shall memorialize the approved revisions to this E-MOU, and shall not be effective until executed by all Parties to the E-MOU.

- B. Term and Termination. The term of this E-MOU is for a period of three (3) years. This E-MOU shall remain in full force and effect for the entire term of the E-MOU period stated herein, unless terminated by any Participating Agency on behalf of itself as a Party to the E-MOU with thirty (30) days written notice to the Operating Group. If this E-MOU is found by a court or tribunal of competent jurisdiction to be in conflict with any federal or state laws or with any rule, regulation, or guideline, it shall be null and void to the extent of such conflict. Notwithstanding this termination provision, if any Party to this E-MOU is found to have breached the confidentiality provisions contained herein, the remaining Parties may immediately terminate their participation without notice.
- C. Notices. All notices to be made under this E-MOU shall be in writing and given to the authorized Participating Agency's contact at the address listed below. The Participating Agencies shall notify each other in writing of any change to this designation within ten (10) business days:
1. State Board of Education  
Ajit Gopalakrishnan, Chief Performance Officer  
Connecticut State Department of Education  
450 Columbus Boulevard, Suite 710  
Hartford, CT 06103  
Phone: 830.713.6888  
Email: [ajit.gopalakrishnan@ct.gov](mailto:ajit.gopalakrishnan@ct.gov)
  2. Connecticut State Colleges and Universities  
Jan Kiehne, Senior Associate for Decision Support Resources & Data Privacy Officer  
Connecticut State Colleges and Universities  
61 Woodland Street  
Hartford, CT 06105  
Phone: 860.723.0236  
Email: [jkiehne@commnet.edu](mailto:jkiehne@commnet.edu)
  3. State Department of Labor  
Patrick Flaherty, Acting Director of Research and Information  
Connecticut Department of Labor

200 Folly Brook Boulevard  
Wethersfield, CT 06109  
Phone: 860.263.6281  
Email: Patrick.flaherty@ct.gov

4. University of Connecticut  
Lauren Jorgensen, Director  
Office of Institutional Research and Effectiveness  
University of Connecticut  
Phone: 860.486.1904  
Email: Lauren.Jorgensen@uconn.edu
  
5. Connecticut Independent College and University Institute for Research and Public Services  
Jennifer Widness, President  
CT Independent College & University Institute for Research and Public Service, Inc.  
71 Raymond Road  
West Hartford, CT 06107  
Phone: 860.678.0005  
Email: widnessj@theccic.org
  
6. State Office of Early Childhood  
Rachel Leventhal-Weiner, Chief Research and Planning Officer  
Connecticut Office of Early Childhood  
450 Columbus Blvd  
Hartford, CT 06103  
Phone: 860.500.4417  
Email: Rachel.Leventhal-Weiner@ct.gov
  
7. Connecticut Department of Social Services  
Susan Smith, Director of Business Intelligence and Analytics  
Connecticut Department of Social Services  
55 Farmington Avenue  
Hartford, CT 06105  
Phone: 860.424.5209  
Email: Susan.Smith@ct.gov
  
8. Connecticut Office of Higher Education  
Ram Aberasturia, Chief Operating Officer  
Connecticut Office of Higher Education  
450 Columbus Blvd, Suite 707  
Hartford, CT 06103  
Phone: 860.947.1819

Email: Ram.Aberasturia@ct.gov

9. Connecticut Department of Children and Families  
Treena Mazzotta, LMSW, Chief of Strategic Planning  
Connecticut Department of Children and Families  
505 Hudson Street  
Hartford, CT 06106  
Phone: 860.560.5065  
Email: Treena.Mazzotta@ct.gov

10. Connecticut Coalition to End Homelessness  
Linda Casey, MS, MPH, Director of HMIS and Strategic Analysis  
Connecticut Coalition to End Homelessness  
257 Lawrence Street  
Hartford, CT 06106  
Phone: 860.690.0123  
Email: lcasey@cceh.org

11. Connecticut Office of Policy and Management  
Scott Gaul, Chief Data Officer  
Connecticut Office of Policy and Management  
450 Capitol Avenue  
Hartford, CT 06106  
Phone: 860.418.6236  
Email: Scott.Gaul@ct.gov

- D. Governing Law. This E-MOU shall be governed by and construed in accordance with applicable laws of the United States and the State of Connecticut.
- E. Validity of Provisions. In the event that any Section, or any part or portion of any Section of this E-MOU, is determined to be invalid, void or otherwise unenforceable, each and every remaining Section or part thereof shall remain in full force and effect.
- F. Priority. In the event of any conflict or inconsistency between a provision in the body of this E-MOU and any Appendix hereto, the terms contained in the body of this E-MOU shall prevail.
- G. Headings. The headings throughout this E-MOU are for reference purposes only, and the words contained therein may in no way be held to explain, modify, or aid in the interpretation or construction of meaning of the provisions of this E-MOU. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this E-MOU. The words "herein," "hereof," "hereunder," and other words of


similar import refer to this E-MOU as a whole and not to any particular Section or other subdivision.

- H. Relationship of the Parties. Nothing in this E-MOU shall be construed to create a partnership, agency relationship, or joint venture among the Parties to this E-MOU. No Party shall have any authority to bind or make commitments on behalf of another Party for any purpose, nor shall any such Party hold itself out as having such authority. No Party shall be held liable for the acts or omissions of another Party.
- I. Effective Date. With respect to the first two (2) Participating Agencies to this E-MOU, the Effective Date shall be the date on which the second Participating Agency executes this E-MOU. For all Participating Agencies thereafter, the Effective Date shall be the date that the Participating Agency executes this E-MOU.
- J. Counterparts. This E-MOU may be executed in any number of counterparts, each of which shall be deemed an original as against the Participating Agency whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
- K. Third-Party Beneficiaries. There shall be no right of any person to claim a beneficial interest in this E-MOU or any rights occurring by virtue of this E-MOU.
- L. Force Majeure. A Participating Agency shall not be deemed in violation of any provision of this E-MOU if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other disruptive natural occurrences or Acts of God; extensive power failures in durations of over five (5) business days; (d) nuclear or other civil or military emergencies; (e) pandemic proclamations; (f) quarantines (g) terrorist attacks; (h) acts of legislative, judicial, executive, or administrative authorities; or (i) any other circumstances that are not within its reasonable control. This Section shall not apply to obligations imposed under applicable federal and state law.
- M. Court Order or Subpoena. In the event that the Operating Group or the Data Integration Hub receive a request to disclose all or any part of the Data, Data Sharing Request, or Resultant Data under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a Governmental Authority, the Operating Group or the Data Integration Hub shall (i) immediately notify the relevant Participating Agency(ies) of the existence, terms and circumstances surrounding such a request, and shall promptly provide the Participating Agency(ies) with a copy of such court order or lawfully issued subpoena, with a copy to the Participating Agency(ies)' legal department; (ii) consult with the Participating Agency(ies) on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such source is required, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Data of the involved Participating Agency(ies).

- N. Supersedes Prior Agreements. This E-MOU shall supersede all prior agreements and understandings whether written or oral among the Parties, any of them, with respect to the subject matter hereof.
- O. Sovereign Immunity. Nothing in this E-MOU waives the State of Connecticut's sovereign immunity from suit and all of the protections under sovereign immunity.
- P. Entire E-MOU. This E-MOU, together with all Appendices, constitutes the entire agreement. The official, executed version of this E-MOU shall be maintained in an electronic form by the Operating Group.

**XIX. ACCEPTANCE AND APPROVALS**

- A. For the State Board of Education:  
Charlene Russell-Tucker, Commissioner

Signature:   
Date Signed: August 23, 2021

- B. For the Connecticut State Colleges and Universities:  
Dr. Jane Gates, Provost

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- C. For the Connecticut Department of Labor:  
Dante Bartolomeo, Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- D. For the University of Connecticut:  
Lloyd Blanchard, Interim CFO

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- E. For the Connecticut Independent College and University Institute for Research and Public Services:  
Jennifer Widness, President



Signature: \_\_\_\_\_

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

F. For the Office of Early Childhood:

Beth Bye, Commissioner

Signature: \_\_\_\_\_

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

G. For the Connecticut Department of Social Services:

Kathleen Brennan, Deputy Commissioner

Signature: \_\_\_\_\_

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

H. For the Connecticut Office of Higher Education:

Tim Larson, Executive Director

Signature: \_\_\_\_\_

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

I. For the Connecticut Department of Children and Families:

Michael Williams, Deputy Commissioner

Signature: \_\_\_\_\_

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

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Interim Executive Director

Signature: \_\_\_\_\_

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

K. For the Connecticut Office of Policy and Management:

Melissa McCaw, Secretary or  
Konstantinos Diamantis, Deputy Secretary

Signature:  \_\_\_\_\_


Date Signed: 7/28/2021

Signature: \_\_\_\_\_

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

F. For the Office of Early Childhood:

Beth Bye, Commissioner

Signature:  \_\_\_\_\_

Date Signed: 8/11/21 \_\_\_\_\_

G. For the Connecticut Department of Social Services:

Kathleen Brennan, Deputy Commissioner

Signature: \_\_\_\_\_

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

H. For the Connecticut Office of Higher Education:

Tim Larson, Executive Director

Signature: \_\_\_\_\_

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

I. For the Connecticut Department of Children and Families:

Michael Williams, Deputy Commissioner

Signature: \_\_\_\_\_

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

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Interim Executive Director

Signature: \_\_\_\_\_

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

K. For the Connecticut Office of Policy and Management:

Melissa McCaw, Secretary or

Konstantinos Diamantis, Deputy Secretary

Signature: \_\_\_\_\_

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

- N. Supersedes Prior Agreements. This E-MOU shall supersede all prior agreements and understandings whether written or oral among the Parties, any of them, with respect to the subject matter hereof.
- O. Sovereign Immunity. Nothing in this E-MOU waives the State of Connecticut's sovereign immunity from suit and all of the protections under sovereign immunity.
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Charlene Russell-Tucker, Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- B. For the Connecticut State Colleges and Universities:  
Dr. Jane Gates, Provost

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- C. For the Connecticut Department of Labor:  
Dante Bartolomeo, Commissioner

Signature: Dante Bartolomeo  
Date Signed: 8/16/21

- D. For the University of Connecticut:  
Lloyd Blanchard, Interim CFO

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- E. For the Connecticut Independent College and University Institute for Research and Public Services:  
Jennifer Widness, President

- N. Supersedes Prior Agreements. This E-MOU shall supersede all prior agreements and understandings whether written or oral among the Parties, any of them, with respect to the subject matter hereof.
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**XIX. ACCEPTANCE AND APPROVALS**

- A. For the State Board of Education:  
Charlene Russell-Tucker, Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- B. For the Connecticut State Colleges and Universities:  
Dr. Jane Gates, Provost



Signature: \_\_\_\_\_  
Date Signed: July 30, 2021

- C. For the Connecticut Department of Labor:  
Dante Bartolomeo, Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- D. For the University of Connecticut:  
Lloyd Blanchard, Interim CFO

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- E. For the Connecticut Independent College and University Institute for Research and Public Services:

- N. Supersedes Prior Agreements. This E-MOU shall supersede all prior agreements and understandings whether written or oral among the Parties, any of them, with respect to the subject matter hereof.
- O. Sovereign Immunity. Nothing in this E-MOU waives the State of Connecticut's sovereign immunity from suit and all of the protections under sovereign immunity.
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**XIX. ACCEPTANCE AND APPROVALS**

- A. For the State Board of Education:  
Charlene Russel-Tucker, Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- B. For the Connecticut State Colleges and Universities:  
Dr. Jane Gates, Provost

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- C. For the Connecticut Department of Labor:  
Dante Bartolomeo, Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- D. For the University of Connecticut:  
Lloyd Blanchard, Interim CFO

Signature: DocuSigned by: Lloyd Blanchard  
Date Signed: 7/29/2021

- E. For the Connecticut Independent College and University Institute for Research and Public Services:  
Jennifer Widness, President

Signature: \_\_\_\_\_

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

- F. For the Office of Early Childhood:  
Beth Bye, Commissioner

Signature: \_\_\_\_\_

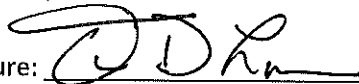
Date Signed: \_\_\_\_\_

- G. For the Connecticut Department of Social Services:  
Kathleen Brennan, Deputy Commissioner

Signature: \_\_\_\_\_

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

- H. For the Connecticut Office of Higher Education:  
Tim Larson, Executive Director

Signature:  \_\_\_\_\_

Date Signed: 8-4-2021

- I. For the Connecticut Department of Children and Families:  
Michael Williams, Deputy Commissioner

Signature: \_\_\_\_\_

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

- J. For the Connecticut Coalition to End Homelessness:  
Evonne Klein, Interim Executive Director

Signature: \_\_\_\_\_

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

- K. For the Connecticut Office of Policy and Management:  
Melissa McCaw, Secretary or  
Konstantinos Diamantis, Deputy Secretary

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

F. For the Office of Early Childhood:

Beth Bye, Commissioner

Signature: \_\_\_\_\_

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

G. For the Connecticut Department of Social Services:

Deidre S. Gifford, Commissioner



Digitally signed by Deidre S. Gifford, MD, MPH  
DN: cn=Deidre S. Gifford, MD, MPH,  
o=Connecticut Department of Social Services, ou,  
email=deidre.gifford@ct.gov, c=US  
Date: 2021.08.04 16:09:25 -04'00'

Signature: \_\_\_\_\_

Date Signed: \_\_\_ 8/4/21 \_\_\_\_\_

H. For the Connecticut Office of Higher Education:

Tim Larson, Executive Director

Signature: \_\_\_\_\_

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

I. For the Connecticut Department of Children and Families:

Michael Williams, Deputy Commissioner

Signature: \_\_\_\_\_

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

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Interim Executive Director

Signature: \_\_\_\_\_

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

K. For the Connecticut Office of Policy and Management:

Melissa McCaw, Secretary or

Konstantinos Diamantis, Deputy Secretary

Signature: \_\_\_\_\_

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

Signature: Jennifer P. Ulrich  
Date Signed: 30 July 2021

- F. For the Office of Early Childhood:  
Beth Bye, Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- G. For the Connecticut Department of Social Services:  
Kathleen Brennan, Deputy Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- H. For the Connecticut Office of Higher Education:  
Tim Larson, Executive Director

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- I. For the Connecticut Department of Children and Families:  
Michael Williams, Deputy Commissioner

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- J. For the Connecticut Coalition to End Homelessness:  
Evonne Klein, Interim Executive Director

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

- K. For the Connecticut Office of Policy and Management:  
Melissa McCaw, Secretary or  
Konstantinos Diamantis, Deputy Secretary

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



Signature: \_\_\_\_\_

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

F. For the Office of Early Childhood:

Beth Bye, Commissioner

Signature: \_\_\_\_\_

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

G. For the Connecticut Department of Social Services:

Kathleen Brennan, Deputy Commissioner

Signature: \_\_\_\_\_

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

H. For the Connecticut Office of Higher Education:

Tim Larson, Executive Director

Signature: \_\_\_\_\_

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

I. For the Connecticut Department of Children and Families:


Michael Williams, Deputy Commissioner

Signature: \_\_\_\_\_

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

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Interim Executive Director

Signature: 

Date Signed: 07/29/2021

K. For the Connecticut Office of Policy and Management:

Melissa McCaw, Secretary or

Konstantinos Diamantis, Deputy Secretary

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

- F. For the Office of Early Childhood:  
Beth Bye, Commissioner

Signature: \_\_\_\_\_

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

- G. For the Connecticut Department of Social Services:  
Kathleen Brennan, Deputy Commissioner

Signature: \_\_\_\_\_

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

- H. For the Connecticut Office of Higher Education:  
Tim Larson, Executive Director

Signature: \_\_\_\_\_

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

- I. For the Connecticut Department of Children and Families:  
Vannessa Dorantes, Commissioner

Signature:  Vannessa Dorantes  
Date Signed: \_\_\_\_\_ CT DCF Commissioner 7/29/21

- J. For the Connecticut Coalition to End Homelessness:  
Evonne Klein, Interim Executive Director

Signature: \_\_\_\_\_

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

- K. For the Connecticut Office of Policy and Management:  
Melissa McCaw, Secretary or  
Konstantinos Diamantis, Deputy Secretary

Signature: \_\_\_\_\_

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

July 28, 2021

## **APPENDIX 1**

### **Procedures for Adding a New Participating Agency, Suspending a Participating Agency and Reinstating of a Participating Agency**

#### **1. Adding A New Participating Agency**

When an Applicant requests to join this E-MOU, the request shall be directed by the Executive Board to the Data Governing Board. The Data Governing Board will meet to review the Applicant's request within thirty (30) business days of submission. The Data Governing Board's review will focus on the authority of the Applicant to access and share the data and potential security, privacy, confidentiality or conflict of interest concerns that might be raised if the Applicant participates in the Data Sharing process. If security or conflict of interest concerns are identified, the initial request will be returned to the Applicant and the Applicant will be asked to explain how there are no security or conflict of interest concerns. If confidentiality or privacy concerns are identified, the initial request will be forwarded to the Operating Group, for review and decision. The Operating Group will review and respond to the Applicant's request within ten (10) business days of receipt from the Data Governing Board.

If no concerns are identified (including the Data Governing Board being satisfied that the Applicant understands the policies and procedures set forth in the E-MOU), and the decision by the Data Governing Board is to recommend adding the Applicant as a Participating Agency, the recommendation will be sent to the Executive Board for a decision. If the Executive Board, by a unanimous vote, accepts the recommendation of the Data Governing Board, the Applicant will be considered a Participating Agency. The E-MOU will be amended to add the Applicant as a Participating Agency and all Parties shall sign the revised E-MOU.

#### **2. Suspension of a Participating Agency**

##### **A. Voluntarily by the Participating Agency**

- 1. Service Level Interruptions.** Participating Agencies or the Data Integration Hub may experience temporary service level interruptions from time to time. These service level interruptions may be planned or unplanned. A service level interruption may result in a Participating Agency or the Data Integration Hub having to temporarily cease Data Sharing with other Participating Agencies. To ensure that all Participating Agencies are aware of service level interruptions, the Participating Agency experiencing the service level interruption agrees to notify the Data Governing Board of the interruption prior to the interruption, if planned, or as soon as reasonably practicable after the interruption begins, if unplanned. The Data Governing Board shall simultaneously notify all other Participating Agencies, as well as members of the Executive Board, of the interruption. The Participating Agency agrees to be responsible for taking all technical actions necessary to resolve a service level interruption. During a service level interruption, the Participating Agency agrees to continue to comply with the terms and conditions of the E-MOU.

2. **Voluntary Suspension.** If a Participating Agency decides that it requires a temporary suspension of its responsibility for complying with the terms of the E-MOU, it agrees to provide written notice to the Data Governing Board of its need for a temporary voluntary suspension at least twenty-four (24) hours prior to commencing its voluntary suspension. The written notice shall specify the reason(s) for, the commencement date of, and the duration of the voluntary suspension. The Data Governing Board shall simultaneously notify all other Participating Agencies, as well as members of the Executive Board of the voluntary suspension.

## **B. INVOLUNTARILY – WITH CAUSE**

When a complaint, report, or other information indicates that a suspension may be warranted, the Data Governing Board may initiate an investigation of complaint, report, or other information. The Data Governing Board shall immediately notify the Party(ies) in question of the investigation.

When the complaint, report, or other information indicates that a suspension must be implemented immediately and, in the judgment of the Data Governing Board, it is not practical to delay the suspension while the Executive Board is convened, the Data Governing Board shall immediately:

- a. Notify the Executive Board of the recommendation and request that the Executive Board take all actions necessary to carry out the suspension, including, but not limited to, suspension of the Participating Agency's access to Data Sharing service;
- b. Call a special meeting of the Executive Board to evaluate the recommendation of suspension; and
- c. If the Executive Board agrees with the recommendation, notify the suspended Participating Agency of the suspension.

The Data Governing Board shall meet as soon as practicable, but no later than five (5) business days after the receipt of the complaint by the Data Governing Board, to evaluate the suspension action by the Executive Board. The suspension shall remain in effect until the Data Governing Board meets to evaluate the suspension and makes a recommendation to the Executive Board to affirm, modify, or terminate the suspension.

If a member of the Data Governing Board is the designee of the Participating Agency identified by the complaint, the designee will recuse herself/himself from the investigation of the complaint.

If a complaint has not been resolved by the Data Governing Board within thirty (30) days after it was first received (or such longer period as agreed to in writing by the Participating Agency who is a party to the complaint), then the complaint shall be escalated to the Executive Board for resolution. If the Executive Board (if a member of the Executive Board is

the designee of the Participating Agency identified by the complaint, the designee will recuse herself/himself from the discussion and vote) cannot decide unanimously on a resolution of the complaint, then the complaint is dismissed with no action taken against the Participating Agency.

If, through the investigation, the Data Governing Board recommends that a Participating Agency is (i) creating an immediate threat, or (ii) will cause irreparable harm to another party, including but not limited to, another Participating Agency, a User, or an individual whose data are shared pursuant to this E-MOU, the Data Governing Board may recommend to the Executive Board to suspend a Participating Agency and that such suspension be tailored to address the threat posed by the Participating Agency. If the Executive Board concurs in the recommendation, the Executive Board shall order the Data Governing Board to take all technical actions necessary to carry out the suspension including, but not limited to, suspension of the Participating Agency's access to the Data Sharing services. As soon as reasonably practicable after suspending a Participating Agency, but in no case longer than twelve (12) business hours, the Data Governing Board shall provide the suspended Participating Agency with a written summary of the reasons for the suspension and notify all other Participating Agencies of the suspension.

The suspended Participating Agency agrees to provide the Data Governing Board with a written plan of correction to the suspension within ten (10) business days of being notified of the suspension.

Any objection shall specify the reason that the Participating Agency feels the suspension is inappropriate. The plan of correction shall describe the action that the Participating Agency is taking to address, mitigate and remediate the issue(s) that caused the Data Governing Board to recommend that a suspension was appropriate and include a timeframe for such actions. The Data Governing Board shall meet and review a suspended Participating Agency's plan of correction or objection within ten (10) business days of receipt from the Participating Agency; determine whether to recommend to the Executive Board to accept or reject the plan of correction or affirm the suspension; and communicate such decision to the Executive Board who will act on such recommendation and provide its decision to the suspended Participating Agency and the Data Governing Board.

If the Data Governing Board rejects the plan of correction, it shall work in good faith with the suspended Participating Agency to develop a mutually acceptable plan of correction. If the Data Governing Board and the suspended Participating Agency cannot reach agreement on the content of the plan of correction or on the reasons supporting the suspension it, the Data Governing Board may submit the Dispute to the Executive Board or make a recommendation to terminate the Participating Agency.

Any suspensions imposed shall remain in effect until the Participating Agency is reinstated or terminated in accordance with this E-MOU. A Participating Agency shall be suspended by

the Data Governing Board before the Participating Agency can recommend termination of the Participating Agency.

### **3. Reinstatement**

#### **A. After Voluntary Suspension by a Participating Agency**

The Participating Agency's notification of a voluntary suspension shall state the commencement date and the duration of the suspension. That Participating Agency may extend the duration of the voluntary suspension should it be necessary as determined by the Participating Agency.

Either on the date indicated by the Participating Agency in the suspension or extension request or at an earlier time if requested by the Participating Agency, the Executive Board shall instruct the Data Governing Board to take all actions necessary to reinstate the Participating Agency's ability to participate in the data sharing service included, but not limited to, the reinstatement of the Participating Agency's access to the Data Sharing services.

#### **B. After Suspension with Cause**

When a Participating Agency's ability to participate in the data sharing services has been suspended by the Data Governing Board with cause, the Participating Agency agrees to provide evidence to the Data Governing Board of the Participating Agency's fulfillment of the obligations of its plan of correction. The Data Governing Board shall review such evidence at its next regularly scheduled meeting following receipt from the Participating Agency.

If the Data Governing Board is not satisfied that the Participating Agency has met its obligations under its plan of correction, the Data Governing Board shall inform the Participating Agency of the deficiencies within five (5) business days of reaching that decision. The Participating Agency will have the ability to submit additional evidence that addresses such deficiencies.

When the Data Governing Board is satisfied that the evidence presented indicates that the Participating Agency has fulfilled its obligations under the plan of correction, it shall recommend that the Executive Board instruct the Data Governing Board to take all actions necessary to reinstate the Participating Agency's ability to participate in the data sharing services including, but not limited to the reinstatement of the Participating Agency's access to the Data Sharing services. Such action should be completed as soon as possible but not later than three (3) business days after reaching that decision. The Executive Board shall inform all Participating Agencies of such reinstatement forthwith.

Multiple suspensions with cause may result in a permanent suspension.

July 28, 2021

**Appendix 2**  
**Procedures for Breach Notification**

**1. Procedures for Party Breach Notification**

**A. Notification Process**

Upon initial notification of an actual or potential Breach, the Party (ies) responsible for or affected by an actual or potential Breach shall report such event to the Operating Group for the Data Governing Board. Such reports shall be made as soon as the Party learns of the Breach or potential Breach but no later than 24 hours from when the Participating Agency discovered or had reasonable belief that there was an actual or potential Breach by unauthorized individuals or entities. Party (ies) shall also comply with any federal and state law and regulations regarding Breaches.

**B. Notification Content**

The Notification shall include sufficient information for the Data Governing Board to understand the nature of the actual or potential Breach. For instance, such Notification shall include, to the extent available at the time of the notification, the following information:

- 1) One or two sentence description of the actual or potential Breach;
- 2) Description of the roles of the people involved in the actual or potential Breach (e.g. state employees, users, service provider, unauthorized persons, etc.);
- 3) Type of actual or potential data Breach;
- 4) Party (ies) likely impacted by actual or potential Breach;
- 5) Number of users or records impacted/estimated to be impacted by the actual or potential Breach;
- 6) Actions taken by the Party to mitigate the actual or potential Breach;
- 7) Current status of the actual or potential Breach (under investigation or resolved); and
- 8) Corrective action taken and steps planned to be taken to prevent a similar actual or potential Breach.

The Notification shall not include any confidential or protected Data. The Party agrees to supplement the information contained in the Notification as it becomes available.

If, on the basis of the information available to the Party, the Party believes that it should temporarily cease providing Data with all other Participating Agencies, it may undergo a service level interruption or voluntary suspension in accordance with Appendix 1 of this E-MOU.

**2. Disposition of Breach Alerts and Notifications**

**A. Review of the Breach by the Data Governing Board**

The Data Governing Board shall facilitate a meeting upon receipt of the actual or potential Breach alert or Notification for the purpose of reviewing the Notification and determining the following:

- 1) The impact of the Breach or potential Breach on the privacy, security, confidentiality and integrity of the Data Sharing process;
- 2) Whether the Data Governing Board needs to take any action to suspend the Party(ies) involved in the Breach or potential Breach in accordance with Appendix 1 of this E-MOU;
- 3) Whether the Data Governing Board should take any other measures in response to the notification or alert;
- 4) The Data Governing Board shall, if needed, request additional information from the Party(ies) involved in the Breach or potential Breach to fulfill its responsibilities. However, with respect to potential Breach alerts, the Data Governing Board is encouraged to hold inquiries and request additional information to allow the Party(ies) time to determine whether a Breach actually occurred. After determination of a Breach (whether actual, potential or it is determined that it is not a Breach), there should be documentation kept by the Party(ies) of the event that occurred, in order to maintain records for review in case of audit, etc.

#### **B. Voluntary Suspension of Termination by the Participating Agency**

If, on the basis of the actual or potential Breach alert or Notification, a Party(ies) desires to cease Data Sharing with the Participating Agency(ies) involved in the potential or actual Breach, pursuant to Appendix 1 of the E-MOU, such Participating Agency shall notify the Operating Group for the Executive Board Chairperson of such suspension. The Operating Group for the Executive Board's Chairperson shall notify members of the Data Governing Board and all Party(ies) of such suspension and maintain a log of all such suspensions.

#### **C. Determination of Breach Resolution**

Once complete information about the Breach becomes available, the Data Governing Board shall meet to determine whether the actions taken by the Party(ies) involved in the actual or potential Breach are sufficient to mitigate the actual or potential Breach and prevent a similar Breach from occurring in the future. Once the Data Governing Board is satisfied that the Party(ies) has taken all appropriate measures, the Data Governing Board shall deem the actual or potential Breach resolved and will so advise the Executive Board of such recommendation.

- 1) This resolution will be communicated to all Party(ies) (by communicating with the appropriate DSG representative) involved in the actual or potential Breach and those Party(ies) that ceased Data Sharing with the Participating Agencies involved in the Breach.
- 2) Lessons learned on the root cause of the actual or potential Breach will be communicated to all Party(ies), including those not involved in the actual or potential Breach, to prevent a recurrence of the event in the future.



July 28, 2021

**APPENDIX 3**  
**Process to Amend the P20 WIN Enterprise MOU**

**1. Retention and Dissemination of the E-MOU**

The official, executed version of the E-MOU shall be maintained in an electronic form by the Operating Group.

**2. Submission of Proposed Amendments to the E-MOU**

Any Party may submit in writing to the Executive Board a request for an amendment to the E-MOU. All requests for proposed amendments shall identify:

- The section of the E-MOU that is the subject of the requested amendment;
- A description of why the requested amendment is necessary;
- The proposed language for the requested amendment; and
- An analysis of the expected impact of the requested amendment.

The Executive Board shall forward the request to the Data Governing Board for its review and consideration no later than its next meeting.

**3. Consideration of Proposed Amendments to the E-MOU**

If, after considering the request, the Data Governing Board determines that the request does not have merit, it shall communicate this determination to the requesting Participating Agency.

If, after considering the request, the Data Governing Board determines that the request has merit, the Data Governing Board shall document the determination by completing the following tasks and forwarding the documentation to the Executive Board:

- A copy of the proposed amendment to the E-MOU;
- Description of why the requested amendment is necessary and any foreseeable impact of the amendment;
- Statement regarding whether the proposed amendment is necessary in order for the Executive Board or the Participating Agencies to comply with state or federal law; and
- Projected effective date for the proposed amendment.

**4. Approval or Rejection of Proposed Amendments to the E-MOU**

The entire Executive Board shall vote on any proposed amendments to the E-MOU; to approve an amendment to the E-MOU, the vote must be by a unanimous vote of all Parties to the E-MOU, which may be virtual, including but not limited to telephonic.

Once an amendment is approved by the Executive Board, all Party(ies) shall sign the amendment to the E-MOU prior to the effective date of the amendment, or terminate their participation in accordance with Section XIX.B. of this E-MOU.

July 28, 2021

**Appendix 4**  
**Change Process for Data Sharing Services**

**1. Requests for Change**

**A. Process Changes**

The Executive Board shall have the authority to adopt new processes for Data Sharing pursuant to this E-MOU to maintain or improve the integrity of data being exchanged and improve the efficiency and efficacy of how the data is being shared (collectively a "Process Change") by adopting amendments to the E-MOU. For Process Changes, and upon the request from the Executive Board, the Data Governing Board may evaluate the change and provide comments to the Executive Board.

**B. Compliance Changes**

The Executive Board shall have the authority to recommend to adopt new processes or to make changes to the existing E-MOU that are necessary for compliance with all applicable state and federal laws and regulations (collectively a "Compliance Change"). For Compliance Changes, and upon request from the Executive Board, the Data Governing Board may evaluate the change and provide comments to the Executive Board.

**2. Receipt**

All requests for changes shall be directed in writing to the Chairperson of the Executive Board with a copy to the Operating Group. The Operating Group, on behalf of the Executive Board, shall catalog all requests for changes upon receipt. The catalog shall include:

- a) Type of the proposed change (e.g. new, amendment, repeal)
- b) Name and version number of the specification (where applicable);
- c) Whether the proposed change is a Process Change, Compliance Change or a request for consultation;
- d) Brief description of the reasons for the proposed change (e.g. to enhance metadata available about a document, to meet requirements of a new use case or to comply with a specific law or regulations);
- e) Description of the actual changes;
- f) Preliminary analysis of the potential business and technical impact to Participating Agencies and their Users; and
- g) Estimation of cost to implement the proposed change initially and to provide ongoing support and maintenance.
- h) Copy of the specification.

### **3. Evaluation**

The Executive Board, through the Operating Group, shall, within five (5) business days after the receipt of the request, forward the request for change to the Data Governing Board for technical evaluation of the request and to make a recommendation to the Executive Board. During consideration of the request for change, the Data Governing Board may request additional help from Party (ies), or the requesting Party, or a committee appointed by the Executive Board as the Data Governing Board deems reasonably necessary.

#### **A. Evaluation Criteria for Proposed Changes**

##### **1) Evaluation of Process Changes**

If the change is a Process Change, the Data Governing Board, through the Operating Group, shall ensure that each Party is provided a copy of the original proposed change. Each Party shall respond in writing to the Operating Group by a designated response date with the following information:

- a. Will implementation of the Process Change have a significant adverse operational or financial impact (e.g., cost benefit analysis) on the Party;
- b. Will implementation of the Process Change require the Party to materially modify its existing agreements with its Users or third parties;
- c. Does the Party believe that implementation of the Process Change will require an amendment to the E-MOU, including amendments to the permitted purposes; and
- d. Indicate whether the Party would implement a change if optional.

The Party agrees to provide supporting reasons or rationale for each response where the Party responds in the affirmative. The Data Governing Board may request additional information from Party(ies) to further evaluate the responses.

##### **2) Determination of Process Changes**

The Data Governing Board shall review responses to inform its recommendation to the Executive Board about the proposed change. The criteria when considering the proposed change shall include:

- a. If the change has a significant adverse operational or financial impact on any of the Party(ies);
- b. Does the change require any of the Party(ies) to modify their existing agreements with Users or third parties;
- c. Require an amendment to the E-MOU;
- d. The value of the change to the Party(ies), clients of the Participating Agencies, and to the State as a whole; and

- e. The risks of implementing or not implementing the proposed change to the Participating Agencies, clients of the Participating Agencies, and to the State as a whole.

In addition, the Data Governing Board shall consider the implications of the change to the policies and procedures for the Data Sharing.

If a new agency becomes a Participating Agency after the Participating Agencies have been asked to respond to questions about the Process Change but before the designated response date, the new Participating Agency will be given an opportunity to respond by the designated response date.

The Data Governing Board shall present its recommendation to the Executive Board at the Executive Board's next regularly scheduled meeting following the designated response date. The Executive Board shall review the Data Governing Board's recommendation and make a final decision whether the Process Change is an approved change.

### **3) Evaluation of Compliance Changes**

If the proposed change is a Compliance Change, the Data Governing Board shall review the change to assess its impact. The Data Governing Board shall meet with the Executive Board and present its findings and recommendations within thirty (30) days of the Data Governing Board receiving the Compliance Change. The Executive Board shall review the Data Governing Board's recommendation and make a final decision within two (2) weeks of receiving the Data Governing Board's recommendation.

### **4) Evaluation of the Timeline for Implementation of the Change**

For both Process Changes and Compliance Changes, the Data Governing Board shall assess and make recommendations to the Executive Board on the timeline for implementing the change including, but not limited to the amount of time that Party (ies) should be given to migrate to the new specification. The Data Governing Board shall consider:

- a. Whether the change impacts Data Sharing among the Participating Agencies;
- b. All other projects in which the Participating Agencies are engaged, their timelines, the availability of staff and resources and how they would affect the proposed timeline for implementing the new change.
- c. Prior specifications that will be supported for backward compatibility purposes and the business implications of such support:
- d. If multiple versions will be supported, a sunset date for such support as the multiple versions are collapsed;
- e. The business implications for Participating Agencies related to migrating to the new specification;
- f. The number of Participating Agencies and number of transactions that will be impacted by the new specification;

- g. The amount of time that Participating Agencies should be given to migrate to the new specification; and
- h. Sunset dates as “old” specifications are retired.

The Data Governing Board shall present its recommendations regarding implementation to the Executive Board at the same time it presents its other recommendations regarding the same change to the Executive Board. The Executive Board shall review the Data Governing Board’s recommendation and make a final determination regarding the timeline.

## **B. Response**

### **1) Process Changes**

At the conclusion of the response period established during the evaluation of the proposed change, the Executive Board shall evaluate whether to approve the Process Change, if an E-MOU change will be required, and a proposed timeline for implementation. Revisions to the E-MOU mandated by approved Process Changes will be performed in accordance with Appendix 3 of this E-MOU.

### **2) Compliance Changes**

Depending on the responses from the Party(ies), the Executive Board may provide input to all Party(ies) on the impact of the Compliance Change and the recommended timeline for implementation.