

**STATE OF CONNECTICUT
DATA SHARING AGREEMENT**

Between

**CONNECTICUT OFFICE OF HIGHER EDUCATION,
CONNECTICUT DEPARTMENT OF EDUCATION,
CONNECTICUT DEPARTMENT OF LABOR,**

And

OFFICE OF POLICY AND MANAGEMENT

WHEREAS, this Data Sharing Agreement (“DSA”) is by and between the Connecticut Office of Higher Education (“OHE”), the Connecticut Department of Education (“DOE”), and the Connecticut Department of Labor (“DOL” or “Data Integration Hub”) (each such agency referred herein as “Party,” or “Participating Agency” and collectively referred to as the “Parties,” or “Participating Agencies”), and the Office of Policy and Management (“OPM” or the “Operating Group” and the “Data Recipient”), and is effective as of the last date of the signature shown below (“Effective Date”);

WHEREAS, State agency heads are authorized by Connecticut General Statutes (“C.G.S.”) § 4-8 to enter into contractual agreements as may be necessary for the effective discharge of their duties;

WHEREAS, the Data Integration Hub is operating as the centralized data matching service for Participating Agencies (as defined in the Enterprise Memorandum of Understanding and its Appendices (“E-MOU”), which is attached hereto and incorporated herein);

WHEREAS, the purpose of the DSA is to enable a study for or on behalf of Federal- or State-supported K-12 and Federal- or State-supported postsecondary education agency or institution to develop, validate or administer predictive tests, or administer student aid programs, or improve instruction (34 C.F.R. § 99.31(a)(6)) by linking data for the Preschool Through Twenty and Workforce Information Network (“P20 WIN”) in order to assess the degree to which said education programs are preparing students for post-secondary education and the workforce and to assess the efficacy of state or federal-funded higher education grant programs;

WHEREAS, federal regulations provide that the disclosure of PII from education records to enable a study for or on behalf of Federal- or State-supported K-12 and Federal- or State-supported postsecondary education agency or institution to develop, validate or administer predictive tests, or administer student aid programs, or improve instruction (34 C.F.R. § 99.31(a)(6)) by linking data for the

P20 WIN in order to assess the degree to which said education programs are preparing students for post-secondary education and the workforce and to assess the efficacy of state or federal-funded higher education grant programs;

WHEREAS, the Parties wish to participate in the P20 WIN Project entitled: Measuring the Impact of the Robert B. Willis Scholarship Program (“Research Project”), described in Exhibit “A”.

NOW, THEREFORE, the Parties, in consideration of the mutual promise and obligations set forth here, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

I. DEFINITIONS

Definitions in the E-MOU are applicable herein. If there is a definition in this document of a word or a term that is also defined in the E-MOU, the definition in the Data Sharing Agreement shall apply and prevail.

Authorized Representative or Authorized Representatives shall mean any entity or person designated by a state or local educational authority or an agency headed by an official to conduct, with respect to federal or state supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs, as defined by FERPA, 20 U.S.C. §1232g and its implementing regulations in 34 C.F.R. Part 99, to receive and/or match Data, including PII, from a Participating Agency subject to FERPA.

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 DSA that is protected by federal or state laws.

Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Parties classify as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost,

stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, an independent contractor, the Parties or the State of Connecticut.

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 a 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 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 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 its Data, the Data Integration Hub, and the Data Recipient.

Individual or Individuals shall mean a client, person or entity whose data is maintained by a Participating Agency and potentially subject to exchange with the Data Recipient for purposes of the Research Project.

Operating Group means OPM which 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.

Participating Agency or Participating Agencies means any State agency that is providing data for the P20 WIN Project; pursuant to this DSA, the Participating Agencies are the Connecticut Department of Education, the Connecticut Department of Labor, and the Connecticut Office of Higher Education.

Personally Identifiable Information or 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 C.F.R. § 603; 34 C.F.R. Part 99.

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 comparison 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.

Transmit/Transmittal/Transmission of Data or Data Transmittal shall mean, in varying tenses, to share Data electronically technology approved by the Parties.

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

II. PURPOSE OF DATA SHARING

The Parties agree that the purpose of the data sharing is described in full in the Data Sharing Request Form, which is attached and incorporated herein as Exhibit A. This is the sole purpose that the Data Recipient shall use the Resultant Data provided by the Participating Agencies.

III. RESPONSIBILITIES OF DATA RECIPIENTS

- A. Authorized Representative. In all respects, the Data Recipient shall comply with the provisions of FERPA. For purposes of this DSA, nothing in this DSA may be construed to allow the Data Recipient to maintain, use, disclose or share Participating Agency's Data in a manner not allowed by federal law or regulations, including but not limited to FERPA, or by this DSA. This Section (III.A.) shall survive the termination, cancellation or expiration of this DSA. Further, the Participating Agency designates the Data Recipient to serve as the Authorized Representative to receive and match PII from education records under the audit and evaluation pursuant to FERPA, 20 U.S.C. § 1232g(b)(1)(C), (b)(3) and (b)(5) and 34 C.F.R. §§ 99.31(a)(3) and 99.35, or the studies exception in 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6).
- B. For any data sharing, the Data Recipient agrees to store and access all data obtained from the Participating Agencies on secure computers and in secure files to which access is restricted to authorized persons only and in an area that is physically safe from unauthorized persons at all times. All personnel authorized to access data shall be fully trained and advised of the confidential nature of the information and the safeguards required protecting the information.
- C. The Data Recipient agrees to monitor all authorized Users to ensure such Users observe the confidentiality requirements outlined herein.
- D. The Data Recipient will not store or transmit data on a portable storage device, such as but not limited to, a USB flash drive, cell phone, portable laptop, external hard drive or through

unencrypted e-mail with the exception of system backup tapes and files. System backup tapes and files will be encrypted to prevent data loss.

- E. The Data Recipient will have policies and procedures regarding data security that protect against violations of federal and state law when the data is at rest and during transmission.
- F. The Data Recipient shall comply with the following access and security requirements:
 - 1. Limited Access. The Data Recipient will limit access to provider data to staff who have signed the Confidentiality Agreement attached and incorporated herein as Exhibit C.
 - 2. The Data Recipient shall not use the provider data for any purpose independent of, separate from or not directly connected to the purpose as described in Exhibit A.
- G. Any person or entity that processes or receives the Data, and its agents, vendors and independent contractors must be obligated, by written contract, to adhere to the terms of this DSA and agree to follow data security controls in Section IX, below, and to sign the Confidentiality Agreement, attached as Exhibit C. Furthermore, prior to accessing any provider data, the Data Recipient will notify the Participating Agencies of the name, position, organization, email address and telephone number for all individuals who will have access to the provider data pursuant to this DSA and for additions and/or replacements of such persons.
- H. The Data Recipient shall take all steps necessary to prevent any use or disclosure of provider data not authorized by this DSA. The Data Recipient will report any unauthorized access, use or disclosure of the provider data as soon as learning or had reasonable belief of the unauthorized access, use, or disclosure.
- I. The Data Recipient shall not distribute any provider data shared by the Participating Agencies without the express written permission by the Participating Agencies.
- J. Data Recipient will confirm in writing that all analyzed Data has been de-identified and shall delete the identifiable Data provided by each Participating Agency.
- K. Permitted Data Sharing Project: Approved Use and Data Elements. This DSA pertains to the P20 WIN Project entitled: Measuring the Impact of the Roberta B. Willis Scholarship Program. This P20 WIN Project was approved by all Participating Agency(s) and the Data Recipient on January 26, 2024, and the approved Data Sharing Request Form is attached and incorporated hereto as Exhibit A. The approved Data Sharing Request Form (Exhibit A) details the permitted use of the Resultant Data as well as the approved Data to be included in the Data Sharing Project. This DSA pertains only to the use of Data elements identified in Exhibit A, and the Data Recipient acknowledges that the appropriate Institutional Review Board (“IRB”) request or approval, whichever is available, attached as Exhibit D, has been requested or obtained if relevant and appropriate. Further, the Data Recipient acknowledges and agrees that it must use the Resultant Data in accordance with the approved Data Sharing Request Form (Exhibit A) and pursuant to

the IRB request or approval (Exhibit D), if relevant and appropriate, and that the Data Recipient may only receive and use the Resultant Data for the purpose(s) approved by the Participating Agencies pursuant to this DSA.

- L. **Data Sovereignty and Accuracy.** The Participating Agencies are responsible for providing current Data as of the date and time compiled. However, the Data Recipient acknowledges that 100% accuracy of all records and fields is not guaranteed, and Data are subject to change. Some data fields may contain incorrect or incomplete data. The Data Integration Hub and the Participating Agencies providing the data cannot commit resources to explain or validate complex matching and cross-referencing programs. The Data Recipient agrees to accept the quality of the data they receive. Questions by the Data Recipient related to the Resultant Data completeness (i.e. approved data elements in the attached Exhibit A) or matching accuracy shall be in writing and sent to the Operating Group within ten (10) business days of receipt of all Data sets. Data that has been manipulated or reprocessed by the Data Recipient is a part of the Resultant Data Set and must be securely maintained according to the of this DSA until it is deleted by the Project End Date as specified in Section XXI. The Data Recipient understands and agrees that the Data Integration Hub cannot commit resources to assist Data Recipient with converting data to another format.

- M. **Data Transfer.** Each Participating Agency shall transmit the Data files outlined in Exhibit A to the Data Integration Hub which shall transmit the Data files to the Data Recipient in accordance with this DSA. The Data Recipient will be provided secure access and will be allowed to download the Resultant Data file(s) for a limited period of time, after which access to the secure transmission will be removed or the Resultant Data files will be deleted.

- N. **Safeguarding Data in Publications**
 - a. **Disclosure Avoidance.** The Data Recipient shall publish results from any study, analysis or evaluation of education programs in a manner that protects the privacy and confidentiality of the Individuals. Tables must utilize disclosure avoidance techniques such as cell suppression, blurring, and/or perturbation as appropriate. The Data Recipient shall employ, to the greatest extent possible, the best practices outlined by the National Center for Education Statistics SLDS in Technical Brief 3, “Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting,” amended from time to time, to minimize the risk that Individuals could be identified.
 - b. **Security Controls.** The Data Recipient shall implement and maintain the data security controls specified in the Data Sharing Request Form (Exhibit A) that has been approved by the Participating Agencies that provided the Data.
 - c. **Cell Suppression Policy.** The Data Recipient agrees to use reasonable care when utilizing cell suppression alone and to employ additional methods to ensure Individuals cannot be identified through the single or multiple release or use of available counts, percentages or Data in other related publicly available tables. The Data Recipient agrees that any use of the Data in the creation of any dissemination materials (including but

not limited to a manuscript, table, chart, study, report, presentation, etc.) concerning the specified purpose must adhere to the cell size suppression policy as follows:

- i. No cell size (e.g., grouping of individuals, patients, clients, recipients, etc.) with less than 10 observations may be displayed. This is the most stringent cell size allowable among the Participating Agencies that provided the Data for the P20 WIN Project specified in this DSA.
 - ii. No use of percentages or other mathematical formulas may be used if they result in a cell displaying fewer than 10 Individuals.
 - iii. Individual level records may not be published in any form, electronic or printed.
 - iv. Reports and analytics must use complementary cell suppression techniques to ensure that cells with fewer than 10 observations cannot be identified by manipulating data in adjacent rows, columns or other manipulations of any combination of dissemination materials generated through this P20 WIN Project. Examples of such Data Elements include, but are not limited to geography, age groupings, sex, or birth or death rates.
- d. Any person or entity that processes or receives the Resultant Data, and its agents, vendors and independent contractors shall be listed and must be obligated, by written contract, to adhere to the terms of this DSA and agree to follow the data security controls approved in the attached Exhibit A prior to being granted access to Resultant Data, and to sign the Confidentiality Agreement, attached as Exhibit C. Furthermore, prior to accessing any Resultant Data, the Data Recipient will notify the Participating Agencies of the name, position, organization, email address, and telephone number for all individuals who will have access to the Resultant Data pursuant to this DSA and for additions and/or replacements of persons listed above. DSA will maintain and share such information and any future addition/replacements of persons with the Participating Agencies and shall obtain written approval from the Participating Agencies involved in the Data Request that the person(s) are approved to have access to the Resultant Data before access to the Resultant Data is provided without amending this DSA.
- e. Accountability: Unauthorized Access, Use, or Disclosure. The Data Recipient shall take all steps necessary to prevent any use or disclosure of Resultant Data not authorized by this DSA. The Data Recipient will report any unauthorized access, use or disclosure of the Resultant Data to the Operating Group and to the particular Participating Agencies from which the data originated as soon as learning or had reasonable belief of the unauthorized access, use, or disclosure. The Data Recipient shall follow the reporting requirements contained in Exhibit A. In the event that the Operating Group determines or has a reasonable belief that the Data Recipient has made or may have made use of or disclosed Resultant Data in a manner that is not authorized by this DSA, the Operating Group, at its sole discretion, may require the Data Recipient to perform one or more of the following, or such other actions as the Operating Group, in its sole discretion, deems appropriate, including but not limited to:

- i. Promptly investigate and report to the Operating Group the Data Recipient's determinations regarding any alleged or actual unauthorized access, use, or disclosure;
- ii. Immediately cease use of and disallow access to the Resultant Data by all Users;
- iii. Promptly resolve any issues or problems identified by the investigation;
- iv. Submit a formal response to an allegation of unauthorized access, use, or disclosure;
- v. Submit a corrective action plan with steps designed to prevent any future unauthorized access, use, or disclosures; and return all data or destroy data it has received under this DSA;
- vi. The Data Recipient understands that as a result of the Operating Group's determination or reasonable belief that unauthorized access, use, or disclosures have occurred, the Participating Agencies may refuse to release further Data to the Data Recipient for a period of time to be determined by the Participating Agencies; and
- vii. The Data Recipient acknowledges that if the United States Department of Education's Student Privacy Policy Office determines pursuant to 34 C.F.R. § 99.67 that the Data Recipient has improperly re-disclosed PII from Education Records, the Participating Agencies may not allow the Data Recipient access to PII from Education Records for at least five (5) years.

O. Data Security Standards: The Data Recipient agrees to maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Data received from, or on behalf of the Participating Agencies in compliance with appropriate security standards. The Data Recipient also agrees and acknowledges that it maintains a security program that complies with the policies and procedures adopted by the P20 WIN Data Governing Board. In addition, the Data Recipient agrees that its Users will not store or Transmit Data on a portable storage device, such as but not limited to a USB flash drive, cell phone, portable laptop, external hard drive or through unencrypted e-mail with the exception of system backup tapes and files. These measures shall be extended by contract between the Data Recipient and all contractors or subcontractors used by the Data Recipient who may encounter Participating Agency's Data.

P. Security Audit: When requested by a Participating Agency providing Data for the Data Sharing Project, the Data Recipient agrees to permit the Participating Agency, through its agent, employees, or independent contractors, to audit and review all access to and use of the Participating Agency's Data related to this DSA for data security and privacy purposes. The audit and review shall pertain exclusively to the Data Recipient's data security and confidentiality policies and procedures, and its management of the Participating Agency's Data. The audit and review shall be completed within a time frame agreed upon by the Participating Agency and the Data Recipient, and the Operating Group shall facilitate such audit and review regarding the use of and access to the Participating Agency's Data therein.

- Q. Response to Request for Participating Agency Data: In the event any person(s) seek to access protected and confidential data or information, including Participating Agency Data in the possession of the Data Recipient whether in accordance with FERPA or other federal or relevant state law or regulations, that the Data Recipient shall promptly inform the Participating Agency with a copy to the Operating Group or such request in writing. Data Recipient will only retrieve such Data or information upon request of, and in accordance with, written directions by the Participating Agency. Data Recipient shall not provide direct access to such Data or information or respond to individual requests. It will be the Participating Agency's sole responsibility to respond to requests for Data or information received by the Data Recipient regarding the Participating Agency's Data or other information, unless the request is pursuant to the Freedom of Information Act ("FOIA") and the Data Recipient will follow the procedures for FOIA requests identified in the E-MOU. Should the Data Recipient receive a court order or lawfully issued subpoena seeking the release of such Data or information, the Data Recipient shall provide immediate (within 24 hours) notification to the Participating Agency and the Operating Group or its receipt of such court order or lawfully issued subpoena and will promptly provide the Participating Agency with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.
- R. Data Security Breach: The Parties agrees that any Breach of the confidentiality obligations set forth in this DSA may result in the Participating Agency immediately terminating this DSA and/or the cancellation of the Data Recipient's ability or access to continue using the Participating Agency's Data. If a breach occurs of Confidential Information that could result in identify theft for an Individual, the Parties shall proceed according to C.G.S. § 4e-70 and the mandatory notices therein.
- S. The Data Recipient's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this DSA, without being lessened or compromised in any way where the Data Recipient is alleged or found to have merely contributed in part to the Acts giving rise to the claims and/or where the Participating Agency is alleged or is found to have contributed to the Acts giving rise to the claims.
- T. This Section shall survive the termination of this DSA and shall not be limited by reason of any insurance coverage.
- U. Project Reporting Requirements:
- a. Pre-Publication Data Review. Data Recipients are required to share P20 WIN Project Data findings with the Operating Group at a minimum of ten (10) business days prior to any release beyond the list of Users identified in this Section G., above. The Operating Group shall secure written confirmation from the Participating Agencies that Data are properly aggregated for release, Data are labeled correctly, that confidential Data are not disclosed, and that Data are consistent with the

requirements in this Section N., provided that no review shall be dependent on the Participating Agencies' agreement with the findings, conclusions, or opinions of Data Recipient. The Participating Agencies can request prior review of specific dissemination materials (e.g. presentations, publications) from the Data Recipient, subject to the restrictions set forth in this Section.

- b. Project Acknowledgement. All publicly released materials resulting from the P20 WIN Project referenced in this DSA shall include the following acknowledgement: "This work would not be possible without data provided by the P20 WIN participating agencies. The findings do not necessarily reflect the opinions of the State of Connecticut or the organizations and agencies contributing data."
- c. Final Publication. After the Pre-Publication Data Review discussed in a. above, the Data Recipient shall provide the Operating Group with an electronic copy of all published work resulting from the P20 WIN Project associated with this DSA within thirty (30) days of publication. Notwithstanding the foregoing, Participating Agencies acknowledge that the Data Recipient is dedicated to the free scholarly exchange and to public dissemination of the results of its scholarly activities. Except for Data Recipient's obligations set forth in this Section, nothing in this DSA shall restrict the right of the Data Recipient to publish, disseminate or otherwise disclose the results of the research conducted hereunder.
- d. Data Recipient or Data Recipient researchers, as the case may be under the Data Recipient's intellectual property policy, shall own the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to (i) all research results based on, derived from, or using the Data, and (ii) all tangible materials, inventions, discoveries, works of authorship, software, and information, in each case, conceived, developed or authored by the Data Recipient researchers in the performance of the research set forth in Exhibit A.

- V. Data Retention and Destruction: The Data Recipient agrees to destroy all Resultant Data and any derived data not approved for release according to Section IX, by the Project End Date, stated in Section XXI below, in accordance with the methods established by the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," as established by the United States Department of Health and Human Services. The Data Recipient may request an extension of the Data Retention Period by submitting a written request that includes a justification to the Operating Group. The Data Recipient agrees to submit any extension request at least thirty (30) days prior to the P20 WIN Project End Date. When retention of the Resultant Data is no longer justified, the Data Recipient agrees to destroy the Resultant Data and send a completed "Certification of Project Completion and Destruction or Retention of Data" form, which is attached hereto and incorporated herein as Exhibit F, to the Operating Group. The Data Recipient agrees not to retain any Resultant Data, or any parts thereof, or any derivative files that can be used in concert with other information or data sets after the aforementioned file(s) and the Data are destroyed unless all of the

Participating Agencies grant written authorization. The Data Recipient acknowledges that such date for retention of Resultant Data is not contingent upon action by the Data Integration Hub.

IV. RESPONSIBILITIES OF PARTICIPATING AGENCIES

- A. Specific Duties of Participating Agencies When Transmitting Data. Whenever a Participating Agency Transmits data to the Data Integration Hub, the Participating Agency shall do so in compliance with applicable federal and state law, this DSA and the E-MOU. Furthermore, the Participating Agency will abide by all the specific requirements contained in the Data Sharing Request Form, which is attached and incorporated herein as Exhibit A, including but not limited to the confidentiality and privacy requirements contained in applicable law.
- B. Compliance with E-MOU. Except to the extent prohibited by applicable federal and state law, Participating Agencies shall comply with all provisions of the E-MOU.
- C. Data Transmittal. The Participating Agency and the Data Integration Hub shall require its Users to perform Data Transmittal only in accordance with the terms and conditions of the E-MOU and the applicable specifications in Article IV.
- D. Agreements with Users. The Participating Agency and the Data Integration Hub shall have established written documentation that each of its Users shall, at a minimum: (i) comply with all applicable federal and state privacy and data security requirements; (ii) reasonably cooperate with the Operating Group on issues related to the E-MOU; (iii) transmit data only for a permitted purpose; (iv) use and disclose data received from another Participating Agency or user in accordance with the terms and conditions of this DSA; (v) when a Breach or potential Breach has occurred, report such breach to the Operating Group for the Data Governing Board (pursuant to Section III on page 5 of the E-MOU) so that the Data Governing Board can proceed according to the terms and conditions of the E-MOU; (vi) refrain from disclosing to any other person any passwords or other security measures issued to the User for the Data Sharing process; and (vii) cooperate with any external audits. Each User shall sign a User Acknowledgement Form, either one developed by the Participating Agency or the Data Integration Hub or the one attached and incorporated herein as Exhibit B. Notwithstanding the foregoing, for Users who are employed by a Participating Agency or who have agreements with a Participating Agency which became effective prior to the Effective Date, compliance with this Section may be satisfied through written policies and procedures that address items (i) through (vi) of this Section so long as the Participating Agency can document that there is a written requirement that the User must comply with the policies and procedures.
- E. Agreements with Vendors. To the extent that a Participating Agency uses vendors, in connection with the Participating Agency's Transmittal of Data, the Participating Agency affirms that it has established agreements with each of its vendors that require the vendor to, at a minimum: (i) comply with all applicable federal and state privacy and data security requirements; (ii) protect the privacy and security of any data to which it has access; (iii) as soon as reasonably practicable after determining that a breach occurred, report such breach to the Participating Agency; (iv) not re-disclose information without the written consent of the Participating Agency; (v) agree to the same restrictions on the access, use, and disclosure of Data as contained herein; (vi) reasonably cooperate with the other Participating Agencies to the E-MOU on issues related to

the E-MOU; (vii) sign a form that meets the requirements of Exhibit B; and (viii) cooperate with any external audits.

F. Compliance with Laws. The Participating Agencies shall fully comply with all applicable federal and state privacy and data security laws.

G. Disclaimers.

1. Reliance on a System. Each Participating Agency acknowledges and agrees that (i) the Data provided to the Data Integration Hub is drawn from numerous sources; (ii) the Data is specific to the point in time when drawn, and (iii) it can only confirm that, at the time of the Data Transmittal, the Data is an accurate representation of Data contained in, or available through, the Data Integration Hub. Nothing in the DSA shall be deemed to impose responsibility or liability on a Participating Agency related to the clinical accuracy, content or completeness of any Data provided to the Data Integration Hub. Furthermore, Data Recipient may not rely upon the availability of a particular Participating Agency's Data.

2. Collecting Data. Each Participating Agency has collected the Data from Individuals. Accordingly, the Participating Agency is solely responsible for ensuring that all legal requirements have been met to collect Data on Individuals whose Data are being provided to the Data Integration Hub and the Data Recipient.

3. Data Accuracy. Each Participating Agency will identify and document for the Data Recipient any known limitations or Data accuracy issues that have potential to impact the Project described in Exhibit A.

H. All Participating Agencies and the Data Integration Hub agree that Data will be encrypted at rest and in motion, and any and all backups will be encrypted.

V. **RESPONSIBILITIES OF THE DATA INTEGRATION HUB**

A. In all respects, the Data Integration Hub shall comply with the provisions of FERPA. Nothing in this DSA may be construed to allow the Data Integration Hub to maintain, use, disclose or share Participating Agency's Data in a manner not allowed by federal law or regulations, including but not limited to FERPA, or by this DSA. This Section (V.A.) shall survive the termination, cancellation or expiration of this DSA.

B. The Participating Agency(ies) designate(s) the Data Integration Hub to serve as the Authorized Representative to receive and match PII from education records under the audit and evaluation pursuant to FERPA, 20 U.S.C. § 1232g(b)(1)(C), (b)(3) and (b)(5) and 34 C.F.R. §§ 99.31(a)(3) and 99.35, or the studies exception in 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6).

C. For any Data Sharing, the Data Integration Hub agrees to store and access all Data obtained from the providing Participating Agency on secure computers and in secure files to which access is restricted to authorized persons only and in an area that is physically safe from unauthorized persons at all times. All personnel authorized to access data shall be fully trained and advised of the confidential nature of the information and the safeguards required protecting the information and have followed the procedures in Section IV.D (Agreements with Users).

- D. The Data Integration Hub agrees to monitor all authorized Users to ensure such Users observe the confidentiality requirements outlined in the E-MOU.
- E. The Data Integration Hub agrees that authorized Users will not store or transmit data on a portable storage device, such as but not limited to, a USB flash drive, cell phone, portable laptop, external hard drive or through unencrypted e-mail with the exception of system backup tapes and files. System backup tapes and files will be encrypted to prevent data loss.
- F. The Data Integration Hub agrees to have policies and procedures regarding data security that protect against violations of federal and state law, when the data is at rest and during transmission. The Participating Agency reserves the right to request the Operating Group to assist in an audit or assessment regarding access to Participating Agency's Data therein.
- G. The Data Integration Hub shall comply with the following access and security requirements:
 - 1. Limited Access. The Data Integration Hub will limit access to the Participating Agency's confidential data to staff who have signed the Confidentiality Agreement attached and incorporated herein as Exhibit C and are working on a specific data sharing project with the Participating Agency pursuant to the terms of the E-MOU.
 - 2. Use. The Data Integration Hub shall use the Participating Agency's data solely for the purpose approved by the Participating Agency. The Data Integration Hub shall only disclose the Participating Agency's data to staff with the authority to handle the data in furtherance of the Participating Agency's approved purpose and pursuant to this DSA.
 - 3. Data Deletion. The Data Integration Hub shall retain the Participating Agency's Data used for matching for a period no later than ten (10) business days after the match has been completed pursuant to this DSA and specified in Exhibit A, unless all the Parties agree in writing to extend the retention time. The match has been completed when the Representatives of the Parties (as listed in Section XXIII herein) have agreed in writing that the match results are optimal.
- H. Matching and Removal of Identifiers from Data
 - a. Removal of Identifiers. The Data Integration Hub shall release only generic unique identifiers that link data from Participating Agencies, which bear no resemblance to or contain any part of an individual's identifiable data which can be used to distinguish or trace an Individual, in accordance with policies and procedures approved by the Data Governing Board. The Data Integration Hub shall take all due diligence to prevent release of identifiers to the Data Recipient, 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 C.F.R. § 603; 34 C.F.R. Part 99.
 - b. Cell Suppression Policy. The Data Integration Hub agree that approved projects including data from the Participating Agency in the creation of any dissemination

materials (e.g., project updates, tables, reports, presentations) must adhere to the cell size suppression stated herein:

- i. No cell (e.g., grouping of individuals, patients, students, clients) with less than 10 observations may be displayed.
- ii. No use of percentages or other mathematical formulas may be used if they result in a cell displaying less than 10 observations.
- iii. Individual level records shall not be published in any form, electronic or printed.
- iv. Reports and analytics must use complementary cell suppression techniques to ensure that cells with fewer than 10 observations cannot be identified by manipulating data in adjacent rows, column or other manipulations of any combination of dissemination materials generated through an approved project. Examples of such data elements include but are not limited to geography, age groupings, race/ethnicity, sex, or birth or death dates.

VI. TRANSFER OF DATA FROM PARTICIPATING AGENCIES AND DATA INTEGRATION HUB TO OPERATING GROUP

The Participating Agency will submit to the Data Integration Hub, or otherwise permit the Data Integration Hub staff to electronically access, the data associated with approved data sharing or data linking projects as evidenced by the documents attached to this DSA and required pursuant to the E-MOU and its Appendices. Confidential Data will be transferred electronically to the Data Integration Hub and to the Operating Group only via encrypted files and in accordance with the security requirements outlined in the E-MOU and the State of Connecticut's cybersecurity policies.

VII. DATA INTEGRATION HUB'S RIGHTS TO SHARE/RE-DISTRIBUTE THE DATA

Except as expressly provided in this DSA and the E-MOU, the Data Integration Hub shall not distribute any Data submitted by the Participating Agency without the Participating Agency's written approval.

VIII. RESPONSIBILITIES OF OPERATING GROUP

Prior to any data being transferred from the Data Integration Hub and Participating Agencies to the Data Recipient, the Operating Group shall review the Resultant Data to ensure that no Confidential Information is being provided to the Data Recipient. This review will help ensure that the matching process has removed all Confidential Information.

Additionally, in all respects, the Operating Group shall comply with the provisions of FERPA, 20 C.F.R. 603, C.G.S. § 31-254, and other relevant state and federal laws. For purposes of this DSA, nothing in this DSA may be construed to allow the Operating Group to maintain, use, disclose or share Participating Agency's Data in a manner not allowed by federal law or regulations, including but not limited to FERPA, or by this DSA. This Section (VIII) shall survive the termination, cancellation or expiration of this DSA. Further, the Participating Agency designates the Operating Group to serve as an Authorized

Representative to receive and match PII from education records under the audit and evaluation pursuant to FERPA, 20 U.S.C. § 1232g(b)(1)(C), (b)(3) and (b)(5) and 34 C.F.R. §§ 99.31(a)(3) and 99.35, or the studies exception in 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6).

IX. PROTECTION OF CONFIDENTIAL INFORMATION

All Parties agree to protect against and take all steps to prevent a breach of Confidential Information. The Parties further agree to take all steps required in all applicable federal and State laws and in the written policies of OPM or the Department of Administrative Services concerning the confidentiality of Confidential Information. Such data security steps shall include, but not be limited to the following:

- A. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- B. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing and/or accessing of Confidential Information;
- C. A process for reviewing policies and security measures at least annually;
- D. Creating secure access controls to Confidential Information, including but not limited to passwords; and
- E. Encrypting Confidential Information that is stored on laptops, portable devices, and storage media or being transmitted electronically.

In compliance with NIST SP800-171 Rev.2, and in particular, Sections 3.6.1 and 3.6.2, the P20 WIN program follows the incident response basic security requirements and has an established operational incident-handling capability for organizational systems that includes preparation, detection, analysis, containment, recovery, and user response activities and to track, document, and report incidents to designated officials and/or authorities.

In addition, the Parties agree to follow the notice of breach requirements of C.G.S. § 36a-701b(b)(1) which states: "Such notification shall not be required if, after an appropriate investigation, the person reasonably determines that the breach will not likely result in harm to the individuals whose personal information has been acquired or accessed."

The Data Recipient and the Participating Agencies shall notify the Parties and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which the Data Recipient has come to possess or control has been subject to a Confidential Information Breach.

If a Confidential Information Breach has occurred and the Data Recipient is not a State of Connecticut agency or institution, the Data Recipient shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Parties and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Data Recipient at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Data Recipient's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Parties, any State of Connecticut entity or any affected individuals.

The Data Recipient shall incorporate the requirements of this Section in all subcontracts requiring each independent contractor party to safeguard Confidential Information in the same manner as provided for in this Section.

If the Confidential Information Breach involves information regulated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), nothing in this Section shall supersede in any manner the Data Recipient's obligations pursuant to HIPAA or the provisions of this DSA concerning the obligations of the Data Recipient as a Business Associate of the Participating Agency (as such term is defined in 45 C.F.R. § 160.103).

Each Party agrees that it shall be responsible for losses arising out of (i) its own acts or omissions that result in a Confidential Information Breach or failure to comply with applicable federal and state law regarding the protection of Confidential Information (ii) its own negligence or misconduct, and each party shall defend itself against any action or claim brought as a result of such acts under this DSA.

X. DATA SOVEREIGNTY

Sovereignty of all data collected and maintained by the Participating Agency remains with the Participating Agency. The transmission of Participating Agency's data does not change the ownership of the Participating Agency's Data and does not assign any such rights to Data Recipient or any other entity or person. This DSA ONLY controls the use and disclosure of such data to the Data Recipient.

XI. FREEDOM OF INFORMATION ACT REQUESTS

If there is a request to a Party pursuant to the 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.

XII. USE OF DATA

- A. All Parties to this DSA shall only use data for the authorized data sharing purpose and no other purpose in accordance with applicable federal and state law and the DSA. 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 DSA. Nothing in this DSA 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 DSA 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. The Parties agree that unless permitted or required to share data by applicable federal and/or state law, the Parties shall obtain the appropriate authorization to disclose identifiable data for a particular individual. If a signed consent to share the data is required, the Participating Agency may take steps to obtain the particular individual's consent to release the data. Where the particular individual is a minor, the Participating Agency may take steps to obtain the particular individual's parent or legal guardian consent. If the particular individual has a representative authorized to act on her/his behalf, the Participating Agency shall take steps to obtain the particular individual's representative consent.
 1. Tracking of Authorizations. The Parties 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. Particular individual's 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 either Party 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 either Party 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 or the Data Recipient to be false.
 3. Revocations of authorizations. Individuals may revoke a consent authorization provided under this Section at any time for subsequent data sharing, 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 the Participating Agency shall govern the particular individual's revocation of consent authorizations.

XIII. FORUM AND CHOICE OF LAW

The Parties deem the DSA to have been made in the City of Hartford, State of Connecticut. All Parties agree that it is fair and reasonable for the validity and construction of this DSA to be, and it shall be governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of law. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. Data Recipient waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any such action or proceeding.

XIV. NONDISCRIMINATION

The Parties agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to blindness, unless it is shown by the such Party that disability prevents performance of the work involved. Each Party agrees to comply with all applicable federal and State of Connecticut nondiscrimination and affirmative action laws, including but not limited to section 4a-60 and 4a-60a of the Connecticut General Statutes.

XV. SEVERABILITY

If any provision of this DSA shall be held invalid by any court or competent jurisdiction, such holding shall not invalidate any other provision hereof.

XVI. COUNTERPARTS

This DSA may be executed in multiple counterparts, each one of which when so executed, shall in a digital scan or image constitute a valid and binding original.

XVII. MODIFICATION; ASSIGNMENT; ENTIRE AGREEMENT

This DSA may not be modified except by written agreement of the Parties. This DSA may not be assigned or transferred without the Parties' prior written consent. Subject to the foregoing, this DSA will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their successors and assigns. Notwithstanding anything to the contrary, each Party has the right to disclose the terms and conditions of this DSA to the extent necessary to establish rights or enforce obligations under this DSA.

XVIII. NO FURTHER OBLIGATIONS

The Parties do not intend that any agency or partnership relationship be created by this DSA. No Party has any obligation to provide any services using or incorporating the data unless agreed to by the Parties. Nothing in this DSA obligates the Parties to enter into any further agreement or arrangements related to the disclosure of information or data.

XIX. COMPLIANCE WITH LAW; APPLICABLE LAW

The Parties agree to comply with all applicable Federal and State laws and regulations in connection with this DSA. The Parties agree that this DSA shall be governed by the laws of the State of Connecticut, without application of conflict of laws principles.

XX. SOVEREIGN IMMUNITY

Nothing in this DSA waives the State of Connecticut's sovereign immunity from suit and all of the protections granted under sovereign immunity.

XXI. TERM

The term of this DSA is from Effective Date to March 31, 2026 (the "Project End Date"). A Party may terminate this DSA upon sixty (60) days' written notice to the other Parties. The terms of this DSA that by their nature are intended to survive termination will survive any such termination as to data provided, and performance of this DSA, prior to the date of termination, including Sections I through XX.

XXII. MISCELLANEOUS PROVISIONS

- A. Validity of Provisions. In the event that any Section, or any part or portion of any Section of this DSA, is determined to be invalid, void or otherwise unenforceable, each and every remaining Section or part thereof shall remain in full force and effect.
- B. Headings. The headings throughout this DSA 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 DSA. All references in this instrument to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this DSA. The words "herein," "hereof," "hereunder," and other words of similar import refer to this DSA as a whole and not to any particular Section or other subdivision.
- C. Relationship of the Parties. Nothing in this DSA shall be construed to create a partnership, agency relationship, or joint venture among the Parties to this DSA. 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.

- D. Effective Date. The Effective Date shall be the date on which the second Party executes this DSA.
- E. Counterparts. This DSA may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute one and the same instrument.
- F. Third-Party Beneficiaries. There shall be no right of any person to claim a beneficial interest in this DSA or any rights occurring by virtue of this DSA.
- G. Force Majeure. A Party shall not be deemed in violation of any provision of this DSA 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; (c) 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.
- H. Court Order or Subpoena. In the event that a Party receives a request to disclose all or any part of the 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 Party shall (i) immediately notify the relevant Party(ies) of the existence, terms and circumstances surrounding such a request, and shall promptly the Party(ies) with a copy of such court order or lawfully issued subpoena, with a copy to the Party's(ies') legal department; (ii) consult with the Party 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 Party(ies).
- I. Supersedes Prior Agreements. This DSA shall supersede all prior agreements and understandings whether written or oral among the Parties, any of them, with respect to the subject matter hereof.

XXIII. REPRESENTATIVES

The contacts for purposes of this Agreement are:

For Connecticut Office of Higher Education:

Ram Aberasturia
Name
Title: Chief Operating Officer
Contact Information
ram.aberasturia@ct.gov

For Connecticut Department of Education:

Ajit Gopalakrishnan
Name
Title: Chief Performance Officer
Contact Information
ajit.gopalakrishnan@ct.gov

For Connecticut Department of Labor:

Patrick Flaherty
Name
Title: Director of Research and Information
Contact Information
patrick.flaherty@ct.gov

For Office of Policy and Management:

Scott Gaul
Name
Title: Chief Data Officer
Contact Information
scott.gaul@ct.gov

IN WITNESS WHEREOF, the undersigned have executed this Data Sharing Agreement as of the Effective Date.

CONNECTICUT OFFICE OF HIGHER EDUCATION

By: _____
Name: Timothy Larson
Title: Executive Director


CONNECTICUT DEPARTMENT OF EDUCATION

By: _____
Name: Charlene Russell-Tucker
Title: Commissioner

CONNECTICUT DEPARTMENT OF LABOR

By: _____
Name: Danté Bartolomeo
Title: Commissioner

OFFICE OF POLICY AND MANAGEMENT

By:  _____
Name: Jeffrey Beckham
Title: Secretary

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For Connecticut Department of Labor:

Patrick Flaherty
Name
Title: Director of Research and Information
Contact Information
patrick.flaherty@ct.gov

For Office of Policy and Management:

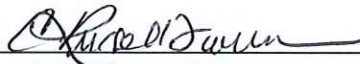
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CONNECTICUT DEPARTMENT OF LABOR

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Scott Gaul

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Title: Director of Research and Information

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For Office of Policy and Management:

Scott Gaul

Name

Title: Chief Data Officer

Contact Information

scott.gaul@ct.gov

IN WITNESS WHEREOF, the undersigned have executed this Data Sharing Agreement as of the Effective Date.

CONNECTICUT OFFICE OF HIGHER EDUCATION

By: Timothy D. Larson
Timothy D. Larson (Mar 18, 2024 08:50 EDT)

Name: Timothy Larson
Title: Executive Director

CONNECTICUT DEPARTMENT OF EDUCATION

By: _____

Name: Charlene Russell-Tucker
Title: Commissioner

CONNECTICUT DEPARTMENT OF LABOR

By: _____

Name: Danté Bartolomeo
Title: Commissioner

OFFICE OF POLICY AND MANAGEMENT

By: _____

Name: Jeffrey Beckham
Title: Secretary





P20 WIN-DSA-DR-0041-Roberta Willis Scholarship Evaluation

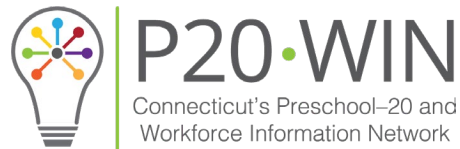
Final Audit Report

2024-03-18

Created:	2024-03-15
By:	Anna Tara (anna.tara@ct.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAepHbbG0zv_-LU4wufStRYPSn68HBcDt-

"P20 WIN-DSA-DR-0041-Roberta Willis Scholarship Evaluation" History

-  Document created by Anna Tara (anna.tara@ct.gov)
2024-03-15 - 5:20:18 PM GMT- IP address: 159.247.3.210
-  Document emailed to Timothy Larson (timothy.d.larson@ct.gov) for signature
2024-03-15 - 5:20:59 PM GMT
-  Email viewed by Timothy Larson (timothy.d.larson@ct.gov)
2024-03-18 - 12:49:31 PM GMT- IP address: 104.47.65.254
-  Signer Timothy Larson (timothy.d.larson@ct.gov) entered name at signing as Timothy D.Larson
2024-03-18 - 12:50:16 PM GMT- IP address: 159.247.3.210
-  Document e-signed by Timothy D.Larson (timothy.d.larson@ct.gov)
Signature Date: 2024-03-18 - 12:50:18 PM GMT - Time Source: server- IP address: 159.247.3.210
-  Agreement completed.
2024-03-18 - 12:50:18 PM GMT



SECTION 1 – GENERAL INFORMATION

1. Application Submission Date: 1/19/2024
2. Project Name: Measuring the Impact of the Roberta B. Willis Scholarship Program
3. Type of Project: Recurring
- 3.a Frequency of request if recurring: Annual
4. Contact for information related to the request (name / title / organization or entity / email / phone):
Mark French / Director of Student Financial Aid / Connecticut Office of Higher Education /
Mark.French@ct.gov / 860-947-1856

SECTION 2 – SCOPE OF DATA SHARING PROJECT (To be completed by data requestor with participating agency review)

1. What is the proposed data sharing project?

Connecticut's Office of Higher Education (OHE) has developed this proposed project to examine the Roberta B. Willis Scholarship Program. The Roberta B. Willis Scholarship program (RWSP) is Connecticut's primary state-administered financial aid program. The project will provide the first measures of educational and employment outcomes for RWSP recipients and estimate the impact of aid for learners in low-income families. Research on RWSP will improve access to postsecondary education in Connecticut, and retention and completion for learners from the low-income families that receive RWSP support.

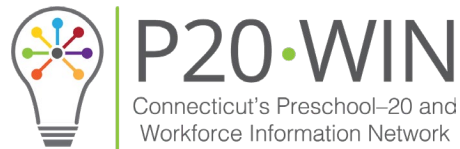
The research will examine both access to postsecondary education and postsecondary success, as measured by college GPA, persistence, and degree completion. It will provide a longitudinal analysis of how RWSP supports learners from low-income families. The research will also examine the effects of the policy change that occurred between the 2015/16 and 2016/17 school years, in which RWSP replaced the Governor's Scholarship, Connecticut's previous state financial aid program.

The research questions are as follows:

- 1) Is RWSP reaching the learners from low-income families that need it the most?
- 2) What are the postsecondary and employment outcomes for RWSP recipients?
- 3) What are the impacts of school counseling staff characteristics on FAFSA completion and RWSP reciprocity?

2. What is the purpose of the data sharing project?

The proposed research is of practical importance for OHE decision-making, and for higher education in general. The creation of a task force to make recommendations for proposed changes to RWSP, under [Public Act 22-101, is one example of current policy interest in financial aid in Connecticut](#). The task force



will focus on recommendations that ‘promote access and choice to postsecondary education in the state,’ including timing of notification to students, awareness of RWSP in the state system and the potential expansion of RWSP to new institutional settings. The descriptive and exploratory analysis from questions 1 and 2 will inform policymakers in the near-term, and the longer-term development of causal estimates under question 3 will provide practical guidance to OHE for program development.

3. How does the data sharing project further the [vision, purpose](#) and [research agenda](#) of P20WIN? Please explain.

This project aligns with the P20 WIN Learning Agenda by analyzing the dynamics of financial aid and the outcomes of state financial aid grant recipients. This project will explore the postsecondary success of RWSP recipients, through measures of postsecondary and employment outcomes, with a focus on learners from low-income families, and disaggregation for additional learner subgroups. Achievement outcomes for RWSP recipients will inform decision-making on RWSP administration for OHE and for Connecticut higher education institutions. This will be the first longitudinal analysis of RWSP outcomes, which is critical to understanding achievement as students are not guaranteed to receive RWSP each year. Specific options to improve achievement could include changes for the timing or notification for awards year-to-year for both students and institutions, and changes to the types of supports provided through aid, such as supports for tuition, books, or housing through RWSP.

SECTION 3 – INDIVIDUALS INVOLVED IN DATA SHARING PROJECT (To be completed by data requestor with participating agency review)

Participating Agencies from which data is being requested (Check all that apply): Connecticut Department of Labor (CTDOL), Connecticut State Department of Education (CSDE), Connecticut Office of Higher Education (OHE).

Access to resultant data for this request will be granted to the following individuals:

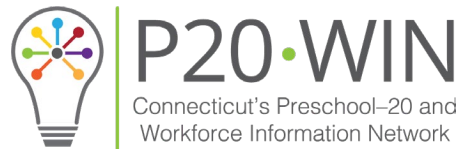
- Coral Wonderly (OPM); coral.wonderly@ct.gov
- Ashley Dhaim (OPM); ashley.dhaim@ct.gov

SECTION 4 - APPLICABLE CONFIDENTIALITY, PRIVACY AND SECURITY REQUIREMENTS (To be completed by data requestor with participating agency review).

1. What specific data fields and elements are to be queried or linked?¹

See Data Elements Exhibit (Part B)

¹ Can be attached as a separate document with requested fields highlighted. The P20 WIN data dictionary is posted here: <https://portal.ct.gov/OPM/P20Win/Request-Data>



2. Identify the applicable Federal and State laws and regulations for this data sharing project and specify how each requirement shall be met by this Project. Please consider consulting the resources [here](#) for review of the state and federal laws in many areas.²

The state and federal government and residents invest heavily in postsecondary education and thus have an interest in understanding whether students, especially those receiving publicly funded financial aid, are successfully completing postsecondary education, and entering the workforce. This will be the first longitudinal analysis of RWSP outcomes, which is critical to understanding achievement as students are not guaranteed to receive RWSP each year. The results of this analysis may also indicate how other financial aid programs funded by the state and federal government impact student outcomes and achievement.

3. Describe any specific steps required for matching or linking records for this request (Specify fields to use for matching, and describe the flow or transfer of data for the request).

CSDE and OHE will provide their matching elements to the P20 WIN Data Integration Hub.

The data matching process will follow the P20 WIN Data Matching process.

1. Verification of requested data elements from each of the requested agencies and organizations listed: CSDE, OHE, National Student Clearinghouse (via SDE), CTDOL
2. Each participating agency will create a matching file and analytical file. The matching file will be transferred to the P20 WIN Data Integration Hub via SFTP.
3. The P20 WIN Data Integration Hub will match the individuals from each agency using the elements identified in the Data Elements Exhibit (Part B).
4. The P20 WIN Data Integration Hub will create crosswalk files to join the datasets.
5. Crosswalk files and then analytical data will be transferred via SFTP to a secure computing environment.

4. When will the data be destroyed for the project?

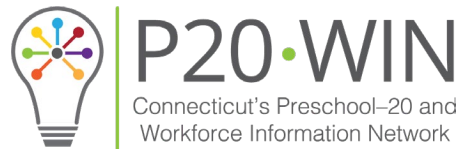
All unit record data resulting from the query to the system will be destroyed by the research team within 12 months of the date of the receipt of the analytical data sets by the researchers.

5. If needed, describe any steps for de-identification and anonymization,³ including how the requestor will mitigate the risk of re-identification of individuals

The data will be stored in a secure computing enclave, with limited, role-based access for authorized users. Agencies will not access any identifiers directly for the analysis and will only access records with identifiers removed. Results will only be shared beyond authorized users after disclosure review by the

² Data requestors will also be expected to sign a Confidentiality and Nondisclosure Agreement before receipt of data, with a template included [here](#) (attachment C).

³ Definitions are in the P20 WIN enterprise memorandum of understanding (E-MOU), maintained online by OPM, here: <https://portal.ct.gov/OPM/P20Win/Governance>



participating agencies in the project, to ensure consistency with the cell suppression requirements documented in the data sharing agreement.

6. Describe how the data is to be transferred to the Data Recipient.

The Office of Higher Education, and other participating agencies, will use Axway Secure Transport, as managed by Department of Labor, for all file transfers related to this request. The data will be transferred to and stored in a secure computing enclave for analysis.

7. Describe the steps to safeguard any data received for this project, including how the requestor will adhere to the data security controls described in the P20 WIN E-MOU.⁴

Data will be stored in a secure computing enclave, with limited role-based access for the authorized users identified in the agreement.

SECTION 5 – PLANS FOR DATA ANALYSIS AND REPORTING FINDINGS (To be completed by data requestor)

1. What are the plans for data analysis for the project?

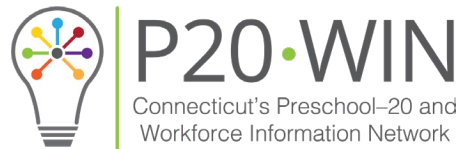
To understand how the RWSP serves students, we will conduct a descriptive analysis of RWSP participation among FAFSA applicants (RQ 1). The descriptive analysis will explore which Connecticut students' access and receive RWSP. We will also explore how the characteristics of school counseling staff effect both FAFSA completion rates and RWSP application and reciprocity (RQ3). Then, we will summarize the postsecondary and employment outcomes of RWSP recipients and non-recipients to better understand how RWSP recipients and non-recipients experience postsecondary education and labor market transitions in the state (RQ 2).

The analysis for RQ1 will include data on FAFSA completion rates by school and for different learner subgroups in Connecticut to identify if there are gaps in FAFSA completion that impede access to RWSP, and if there are learners that complete the FAFSA, but do not receive RWSP resources for other reasons. We will measure reciprocity and postsecondary enrollment for learners from low-income families, and explore how this varies across student demographic characteristics, housing status, English-learner status, and involvement with other state systems.

The analysis for RQ2 will identify postsecondary and employment outcomes for RWSP recipients, with a focus on learners from low-income families and disaggregation by other factors, such as race / ethnicity, gender, housing status, and involvement with other state systems.

The analysis for RQ3, will build upon the analysis for RQ1 by additionally identifying students that completed a FAFSA and were eligible for RSWP aid but did not have an application submitted on their behalf. We will then use staff level data such as years of experience for each counselor, and the

⁴ Data security controls are described in the P20 WIN enterprise memorandum of understanding (E-MOU), maintained online by OPM, here: <https://portal.ct.gov/OPM/P20Win/Governance>



counselor-to-student ratio at each school to better understand the current level of support from counselors. Together this will identify where gaps exist in FAFSA completions as well as RWSP applications and how the characteristics of the counseling staff may affect both.

2. What is the planned process for dissemination or publication of results before release?

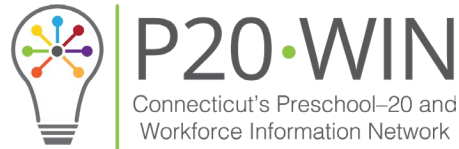
The descriptive and exploratory results will be shared through dashboards and visualizations developed by OPM and OHE staff and published through the Connecticut Open Data Portal, as a 'data story.' The data story will use aggregate data and outcomes and will not publish record-level data. A preliminary version of this has been developed and shared with P20 WIN participating agencies through the Open Data Portal.

An additional data tool will be dashboards or 'one-pagers' on the outcomes and impact for RWSP, which could be distributed, or incorporated with existing FAFSA Challenge resources. For instance, a 'one-pager' could report the number of RWSP recipients from a town, total award amounts and where recipients attended college. Many of these metrics are already reported in the aggregate in the Open Data Portal data story and would require minimal effort to modify.

3. How will this project use data as a public asset to advance social good, making best use of public resources? What steps will be taken to ensure that one's racial identity does not influence how one fares in society? This includes the creation of racially-just policies, practices, attitudes, and cultural messages, and the elimination of structures that reinforce differential experiences and outcomes by race.

The current analysis from this study will inform our understanding of the post-secondary outcomes among traditionally underserved demographic groups and individuals. It will also allow us to identify gaps in post-secondary enrollment and completion among groups and individuals with traditionally high barriers to success.

Understanding if financial aid programs are assisting traditionally underserved populations to successfully complete post-secondary education will inform strategy for financial aid support. If we do not invest these resources, policymakers and practitioners will be unable to access accurate, up-to-date data on the outcomes for financial aid programs, and the post-secondary and employment outcomes of recipients. Additionally, residents will not be able to access information and data to inform their decision making when exploring education and financial aid opportunities.



SECTION 6 – SIGNATURE FROM DATA REQUESTOR

I certify that the information supplied in this form, with attachments, is complete, accurate.

Mark French Date 1/19/2024
Data Requestor

Name (printed): Mark French / Director of Student Financial Aid / Connecticut Office of Higher Education

Email / phone: mark.french@ct.gov / 860-947-1856

SECTION 7 – SIGNATURE OF APPROVAL FROM PARTICIPATING AGENCIES

Each Participating Agency Completes indicates their approval or denial of the query to enable this project according to the applicable laws and regulations described in Section 4 of this form:

Office of Higher Education

Participating Agency

Ram Aberasturia Date 1/26/2024
Data Governing Board Representative

State Department of Labor

Participating Agency

Patrick Flaherty Date 1/22/2024
Data Governing Board Representative

State Department of Education

Participating Agency

Ajit Gopalakrishnan Date 1/20/2024
Data Governing Board Representative

P20 WIN Request Number: 41

Item	Short Explanation	Detailed Explanation	ID
1	RWSP Reciprocity and Outcomes	Is RWSP reaching the learners from low-income families that need it the most?	Q1
		What are the postsecondary and employment outcomes for RWSP recipients?	Q2
		What are the impacts of school counseling staff characteristics on FAFSA completion and RWSP reciprocity?	Q3

P20 WIN REQUESTED VARIABLES – DATA ELEMENTS FOR QUERY BY PARTICIPATING AGENCY - DOL

P20 WIN Request Number: [41](#)

Instructions: Review the Data Dictionary and provide the name of each element from each data source including elements required to link data sets. Identify the values of each element or variable that are necessary for the request - filter as required in column

C. Add as many rows as necessary

CT Department of Labor					
Data Element Name <i>(Variable requested)</i>	Program	Related Research Question	How does this apply to the research question?	For Matching or Analysis	Optional Note
First Initial	Unemployment Insurance (UI)			Matching	2012-2023, Quarterly
Last Name	Unemployment Insurance (UI)			Matching	2012-2023, Quarterly
SSN	Unemployment Insurance (UI)			Matching	2012-2023, Quarterly
NAICS Code	Unemployment Insurance (UI)			Analysis	2012-2023, Quarterly
Wage	Unemployment Insurance (UI)	RQ2	This element is required to get quarterly wages for participants and calculate wage growth within career pathway	Analysis	2012-2023, Quarterly
Quarter	Unemployment Insurance (UI)	RQ2	This element is required to get quarterly wages for participants and calculate wage growth within career pathway	Analysis	2012-2023, Quarterly
Year	Unemployment Insurance (UI)	RQ2	This element is required to get quarterly wages for participants and calculate wage growth within career pathway	Analysis	2012-2023, Quarterly

P20 WIN REQUESTED VARIABLES – DATA ELEMENTS FOR QUERY BY PARTICIPATING AGENCY - SDE

P20 WIN Request Number: 41

Instructions: Review the Data Dictionary and provide the name of each element from each data source including elements needed to link data sets. Identify the values of each element or variable that are necessary for the request - filter as needed in column C. Add as many

CT Department of Education						
Data Element Name <i>(Variable requested)</i>	Source Data Element <i>(variable as it appears in data dictionary)</i>	Optional: Filter Conditions	Related Research Question	How does this apply to the research question?	For Matching or Analysis	Optional Note
Birthdate	Birthdate	Student			Matching	2012-2023 (by term)
SASID	SASID	Student			Matching	2012-2023 (by term)
First Name	First Name	Student			Matching	2012-2023 (by term)
Last Name	Last Name	Student			Matching	2012-2023 (by term)
Job classification code	ProfEducJobClassificCode	Staff	RQ1	This element is needed to determine the counseling staff at each school.	Analysis	2012-2023 (by term)
Job Classification name	ProfEducJobClassificType	Staff	RQ1	This element is needed to determine the counseling staff at each school.	Analysis	2012-2023 (by term)
Experience Outside CT Public Schools	ExperienceOutsideCTPublicSchools	Staff	RQ1	This element is needed to determine the level of experience held by each counseling staff member.	Analysis	2012-2023 (by term)
Experience Inside CT Public Schools		Staff	RQ1	This element is needed to determine the level of experience held by each counseling staff member.	Analysis	2012-2023 (by term)
Assignment FTE	AssignmentFTE	Staff	RQ1	This element is needed to calculate the number of FTE counseling staff at each school	Analysis	2012-2023 (by term)
School Code	School Code	Staff		This element is needed to determine the school location of the counseling staff and students	Matching	2012-2023 (by term)
School Name	SchoolName	Staff		This element is needed to determine the school location of the counseling staff and students	Matching	2012-2023 (by term)
School Type	SchoolType	Staff		This element is needed to determine the school location of the counseling staff and students	Matching	2012-2023 (by term)
AmericanIndianOrAlaskanNative	AmericanIndianOrAlaskanNative	Student	RQ1, RQ2, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
Asian	Asian	Student	RQ1, RQ2, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
BlackorAfricanAmerican	BlackorAfricanAmerican	Student	RQ1, RQ2, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
White	White	Student	RQ1, RQ2, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
HispanicLatinoEthnicity	Hispanic/Latino	Student	RQ1, RQ2, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
NativHawaiianOrOtherPacflsIndr	Native Hawaiian/Other/Pacific Islander	Student	RQ1, RQ2, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
EffectiveEndDate	End Date	Student	RQ1, RQ2, RQ3	This element is needed in order to determine secondary enrollment status/term	Analysis	2012-2023 (by term)
EffectiveStartDate	Start Date	Student	RQ1, RQ2, RQ3	This element is needed in order to determine secondary enrollment status/term	Analysis	2012-2023 (by term)
ELLFlag	ELL Flag	Student	RQ1, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
FallOfYear	Year of Enrollment	Student	RQ1, RQ2, RQ3	This element is needed in order to determine secondary enrollment status/term	Analysis	2012-2023 (by term)
FreeReducedLunchFlag	Free and Reduced Price Lunch Flag	Student	RQ1, RQ5	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
FreeReducedLunchType	Free and Reduced Price Lunch Type	Student	RQ1, RQ6	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)
SexName	Sex Name	Student	RQ1, RQ2, RQ3	This element is needed to breakdown by student characteristics and demographics	Analysis	2012-2023 (by term)

P20 WIN REQUESTED VARIABLES – DATA ELEMENTS FOR QUERY BY PARTICIPATING AGENCY - NSC

P20 WIN Request Number: [41](#)

Instructions: Review the Data Dictionary and provide the name of each element from each data source including elements needed to link data sets. Identify the values of each element or variable that are necessary for the request - filter as needed in column C. Add as many rows as necessary

National Student Clearinghouse						
Data Element Name <i>(Variable requested)</i>	Source Data Element <i>(variable as it appears in data dictionary)</i>	Optional: Filter Conditions	Related Research Question	How does this apply to the research question?	For Matching or Analysis	Optional Note
NSC_EnrollmentStatus	Enrollment Status	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine postsecondary enrollment status	Analysis	2012-2023 (by term)
NSC_CollegeGraduationDate	Graduation Date	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine when a student graduates.	Analysis	2012-2023 (by term)
NSC_CollegeMajorTitle	Major Title	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to understand the type of education program	Analysis	2012-2023 (by term)
NSC_CollegePublicPrivate	College Public Private	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine the type of college attended.	Analysis	2012-2023 (by term)
NSC_Enrollment_BeginDate	Enrollment Begin Date	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine which term the data is from.	Analysis	2012-2023 (by term)
NSC_Enrollment_EndDate	Enrollment End Date	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine which term the data is from.	Analysis	2012-2023 (by term)
NSC_CollegeDegreeTitle	Degree Title	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to understand the type of education program	Analysis	2012-2023 (by term)
NSC_IsCollegeGraduated	Graduated	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine which term the data is from.	Analysis	2012-2023 (by term)
NSC_Institution_Level	Institution Level	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine the type of college attended.	Analysis	2012-2023 (by term)
COLLEGE_SEQUENCE	COLLEGE_SEQUENCE	National Student Clearinghouse	RQ2, RQ3	This element is needed in order to determine postsecondary enrollment status	Analysis	2012-2023 (by term)

P20 WIN REQUESTED VARIABLES – DATA ELEMENTS FOR QUERY BY PARTICIPATING AGENCY - OHE

P20 WIN Request Number: 41

Instructions: Review the Data Dictionary and provide the name of each element from each data source including elements needed to link data sets. Identify the values of each element or variable that are necessary for the request - filter as needed in column C. Add as many

CT Office of Higher Education					
Data Element Name (Variable requested)	Source Data Element (variable as it appears in data dictionary)	Related Research Question	How does this apply to the research question?	For Matching or Analysis	Optional Note
Office of Higher Education (OHE)	Federal School Code	RQ1	This element is needed in order to understand the type of postsecondary institution	Analysis	Federal School ID Code
Office of Higher Education (OHE)	Student ID			Matching	School assigned student ID number
Office of Higher Education (OHE)	CT Unique Identifier			Matching	State assigned student ID number
Office of Higher Education (OHE)	DOB			Matching	Student's date of birth
Office of Higher Education (OHE)	YOB	RQ1, RQ3	This element is needed to know the age of the student at time of participation	Analysis	Student's year of birth
Office of Higher Education (OHE)	Gender	RQ1, RQ3	This element is needed in order to form a demographic basis for analysis	Analysis	Student's reported gender
Office of Higher Education (OHE)	Race/Ethnicity	RQ1, RQ3	This element is needed in order to form a demographic basis for analysis	Analysis	Student's reported race or ethnicity (IPEDS Code)
Office of Higher Education (OHE)	City	RQ1	This element is needed in order to understand how geographic areas can impact postsecondary enrollment and outcomes	Analysis	Student's permanent address city from the FAFSA
Office of Higher Education (OHE)	Zip Code	RQ1	This element is needed in order to understand how geographic areas can impact postsecondary enrollment and outcomes	Analysis	Student's permanent address zip code from the FAFSA
Office of Higher Education (OHE)	FAFSA Filed	RQ1, RQ3	This element is needed to identify students that completed a FAFSA and those that did not.	Analysis	Indicates if student filed a FAFSA or not
Office of Higher Education (OHE)	Dependency	RQ1	This element is needed to determine the student's level of financial need	Analysis	Student's dependency status
Office of Higher Education (OHE)	Family Income	RQ1	This element is needed to determine the student's level of financial need	Analysis	Total income for family
Office of Higher Education (OHE)	COA	RQ1	This element is needed to determine the student's level of financial need	Analysis	Student's total education cost of attendance used to calculate financial need
Office of Higher Education (OHE)	Tuition & Fees	RQ1	This element is needed to determine the student's level of financial need	Analysis	Total Tuition and fees charged (Must include all eligible educational costs, including any incurred in a winter session or a summer session which begins prior to July 1)
Office of Higher Education (OHE)	Federal EFC	RQ1	This element is needed to determine the student's level of financial need	Analysis	Federal expected family contribution (From ISIR)
Office of Higher Education (OHE)	Federal Need	RQ1	This element is needed to determine the student's level of financial need	Analysis	COA minus EFC
Office of Higher Education (OHE)	Pell Grant Award	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of any Pell Grant received.
Office of Higher Education (OHE)	Total Inst. Need Based Aid	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of all need based aid from institutional resources
Office of Higher Education (OHE)	Total Inst. Non-Need Based Aid	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of all non-need based aid from institutional resources
Office of Higher Education (OHE)	Total Other Need Based Aid	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of all other sources of need based aid, EXCLUDING Pell Grant, any institutional aid, state aid and loans.
Office of Higher Education (OHE)	Total Other Non-Need Based Aid	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of all other sources of non-need based aid, EXCLUDING Pell Grant, any institutional aid, state aid and loans.
Office of Higher Education (OHE)	Roberta Willis Scholarship Need-Based Award	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of Roberta Willis Scholarship need-based award.
Office of Higher Education (OHE)	Roberta Willis Scholarship Need-Merit Award	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of Roberta Willis Scholarship need-merit award.
Office of Higher Education (OHE)	Federal GEER Award	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The total dollar amount of federal GEER funds award.
Office of Higher Education (OHE)	Total Federal Student Borrowing	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The dollar amount of all federal loans borrowed by the student between July 1 and June 30 of the academic year being reported .
Office of Higher Education (OHE)	Total Private Student Borrowing	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The dollar amount of all private loans borrowed by/for the student between July 1 and June 30 of the academic year being reported .
Office of Higher Education (OHE)	Total PLUS Loan Borrowing	RQ1, RQ3	This element is needed to determine what financial aid was received by the student	Analysis	The dollar amount of any PLUS loan borrowed on behalf of the student between July 1 and June 30 of the academic year being reported .

P20 WIN User Acknowledgment Form (Template)

I [_____] acknowledge that all Data received through the P20 WIN E-MOU is confidential and must be protected from unauthorized disclosure and use. I have been provided access to a copy of the Data Sharing Agreement (whether on paper or electronically) and agree to abide by the same restrictions and conditions that apply to Data User with respect to the Data as stated in Article II.

I have been instructed by the Participating Agency on the permissible use(s) of the Data and will not use the Data for any other purpose. Participating Agency has provided me with a list of individuals with whom I may share the Data. I understand that I may not share the Data with any other entity or person, including but not limited to other employees, agents or contractors of Participating Agency who are not authorized to access the Data. I have received instructions from Participating Agency on the proper way to store, handle, and protect the confidentiality of the Data and shall take necessary steps to reduce the risk of unauthorized disclosure or use. I understand that I must report all violations of this agreement to the Operating Group per Article II.

Finally, I understand that unauthorized use or disclosure of the Data to any unauthorized individual or entity, is punishable by State and Federal statutes that impose legal sanctions.

Signed: _____

P20 WIN Personal Statement of Confidentiality

As a Data Recipient, before you are allowed access to the information through the Preschool through Twenty and Workforce Information Network (P20 WIN) for the Measuring the Impact of the Roberta B. Willis Scholarship Program (DR-0041), you are required to read, agree and execute the following statement of your knowledge, obligation and responsibility with respect to any data exchanged through P20 WIN.

- As an employee of _____ (Data Recipient), I have access to information provided through P20 WIN. This data shall not be used to make any decisions about the rights, benefits or privileges of those individuals identified through the matching process. Further, P20 WIN information is confidential, and may be used solely for the purposes of work defined in the approved Data Sharing Request Form, attached as Exhibit A to the Data Sharing Agreement (DSA).
- I have been informed and understand that all information related to this DSA is confidential and may not be disclosed to unauthorized persons. I agree that I am responsible for maintaining this confidentiality. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system. I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this DSA.
- I will not use the data for any purpose other than as described in Exhibit A to the DSA and I will not facilitate or tolerate by others any unauthorized use of information provided or generated.
- I agree to store all query data, in print or electronic form, in a locked receptacle that can be accessed by authorized persons only. I agree to store all query data on secure desktop computers and in secure files to which access is restricted to authorized persons only. I agree that no query data may be placed or stored on a mobile computing or storage device. For purposes of this agreement, a definition of “mobile computing device” includes, but is not limited to, notebooks, palmtops, PDAs, iPods®, Blackberry® devices, and cell phones with internet browsing capability. A “mobile storage device” includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.
- I agree to destroy all confidential information obtained through this agreement as soon as such information is no longer needed.
- I agree that the Data Governing Board of P20 WIN will be allowed access to monitor all authorized users to ensure such users observe the confidentiality requirements of the information obtained under this DSA.
- I agree to notify my supervisor immediately of any breach or unauthorized disclosure of any information related to this Agreement.

P20 WIN DSA Exhibit C

This statement of confidentiality shall be valid for a period of one year from the date of signature.

Data Recipient Employee or User: I have read and understand the above Personal Statement of Confidentiality.

Signature _____

Printed Name _____

Organization _____

Job Title _____

E-mail Address _____

Date _____

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,
Connecticut Department of Mental Health and Addiction Services,
Judicial Branch Court Support Services Division
Connecticut Technical Education and Career System
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”), the Connecticut Department of Mental Health and Addiction Services (“DMHAS”), the Judicial Branch Court Support Services Division (“JBCSSD”), the Connecticut Technical Education and Career System (“CTECS”), 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 Department 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
 2. 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
 3. State Office of Early Childhood
Eileen McMurrer, Coordinator – Division of Research, Planning and Technology
Connecticut Office of Early Childhood
450 Columbus Blvd
Hartford, CT 06103
Phone: 860.500.4417
Email: eileen.mcmurrer@ct.gov

4. 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

5. University of Connecticut
Lauren Jorgensen, Director
Office of Institutional Research and Effectiveness
University of Connecticut
Phone: 860.486.1904
Email: Lauren.Jorgensen@uconn.edu

6. Connecticut Independent College and University Institute for Research and Public Services
Maura Provencher, Vice President of Research and Administration
CT Independent College & University Institute for Research and Public Service, Inc.
71 Raymond Road
West Hartford, CT 06107
Phone: 860.678.0005
Email: provencher@theccic.org

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: 860.550.6436
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

Fred North, Program Director, DCF Bureau of Strategic Planning, Data Reporting and Evaluation
Connecticut Department of Children and Families
505 Hudson Street
Hartford, CT 06106
Phone: 860.560.5065
Email: Fred.North@ct.gov

10. Connecticut Coalition to End Homelessness
Rose Kelly, Interim Director of HMIS and Strategic Planning
Connecticut Coalition to End Homelessness
257 Lawrence Street
Hartford, CT 06106
Phone: 860.721.7876
Email: rkelly@cceh.org

11. Connecticut Department of Mental Health and Addiction Services
Michael Giralmo, Chief Quality & Data Officer
Connecticut Department of Mental Health and Addiction Services
410 Capitol Avenue
Hartford, CT 06106
Phone: 860.418.6919
Email: Michael.Giralmo@ct.gov

12. Connecticut Judicial Branch Court Support Services Division Bryan Sperry, Deputy Director of Information Technology Judicial Branch, Court Support Services Division
455 Winding Brook Dr.
Glastonbury, CT 06033
Phone: 860.368.3857
Email: bryan.sperry@jud.ct.gov

13. Connecticut Technical Education and Career System
Joe Campbell, Educational Technology Consultant
Connecticut Technical Education and Career System
39 Woodland Street
Hartford, CT 06105
Phone: 860.807.2116
Email: joe.campbell@cttech.org

14. 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: _____

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

Signature: Dante Bartolomeo

Date Signed: 4/18/23

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

Signature: _____

Date Signed: _____

- D. For the University of Connecticut:
Lloyd Blanchard, Vice President for Strategic Initiatives

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 Connecticut State Colleges and Universities:
Dr. Hitesh Rai Kathuria, Provost

Signature: _____

Date Signed: _____

G. For the Connecticut Department of Social Services:

Andrea Barton-Reeves, Commissioner

Signature: _____

Date Signed: _____

H. For the Connecticut Office of Higher Education:

Tim Larson, Executive Director

Signature:  _____

Date Signed: 4/24/2023

I. For the Connecticut Department of Children and Families:

Vannessa Dorantes, Commissioner

Signature: _____

Date Signed: _____

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Executive Director

Signature: _____

Date Signed: _____

K. For the Connecticut Department of Mental Health and Addiction Services

Christopher McClure, Chief of Staff

Signature: _____

Date Signed: _____

L. For the Connecticut Judicial Branch Court Support Services Division

Gary Roberge, Executive Director

Signature: _____

Date Signed: _____

M. For the Connecticut Technical Education and Career Services

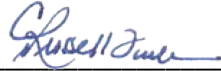
Ellen Solek, Superintendent & Executive Director

Signature: _____

Date Signed: _____

XIX. ACCEPTANCE AND APPROVALS

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

Signature: 
Date Signed: May 5, 2023

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

Signature: _____
Date Signed: _____

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

Signature: _____
Date Signed: _____

- D. For the University of Connecticut:
Lloyd Blanchard, Vice President for Strategic Initiatives

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 Connecticut State Colleges and Universities:
Dr. Hitesh Rai Kathuria, Provost

Signature: _____
Date Signed: _____

XIX. ACCEPTANCE AND APPROVALS

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

Signature: _____

Date Signed: _____

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

Signature: _____

Date Signed: _____

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

Signature: B. Bye

Date Signed: 5/3/07

- D. For the University of Connecticut:
Lloyd Blanchard, Vice President for Strategic Initiatives

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 Connecticut State Colleges and Universities:
Dr. Hitesh Rai Kathuria, Provost

Signature: _____

Date Signed: _____

XIX. ACCEPTANCE AND APPROVALS

A. For the State Board of Education:

Charlene Russell-Tucker, Commissioner

Signature: _____

Date Signed: _____

B. For the Connecticut Department of Labor:

Dante Bartolomeo, Commissioner

Signature: _____

Date Signed: _____

C. For the Office of Early Childhood:

Beth Bye, Commissioner

Signature: _____

Date Signed: _____

D. For the University of Connecticut:

Reka Wrynn, Associate Vice President

Signature: Reka Wrynn

Date Signed: 8/22/23

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

Jennifer Widness, President

Signature: _____

Date Signed: _____

F. For the Connecticut State Colleges and Universities:

Dr. Hitesh Rai Kathuria, Provost

Signature: _____

Date Signed: _____

G. For the Connecticut Department of Social Services:

Andrea Barton-Reeves, 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: _____

Date Signed: _____

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Executive Director

Signature: 

Date Signed: April 26, 2023

K. For the Connecticut Department of Mental Health and Addiction Services

Christopher McClure, Chief of Staff

Signature: _____

Date Signed: _____

L. For the Connecticut Court Support Services Division

Gary Roberge, Executive Director

Signature: _____

Date Signed: _____

M. For the Connecticut Technical Education and Career Services

Ellen Solek, Superintendent & Executive Director

Signature: _____

Date Signed: _____

- G. For the Connecticut Department of Social Services:
Andrea Barton-Reeves, 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: _____

Date Signed: _____

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

Signature: _____

Date Signed: _____

- K. For the Connecticut Department of Mental Health and Addiction Services
Christopher McClure, Chief of Staff

Signature:  _____

Date Signed: 4/19/23 _____

- L. For the Connecticut Judicial Branch Court Support Services Division
Gary Roberge, Executive Director

Signature: _____

Date Signed: _____

- M. For the Connecticut Technical Education and Career Services
Ellen Solek, Superintendent & Executive Director

Signature: _____

Date Signed: _____

XIX. ACCEPTANCE AND APPROVALS

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

Signature: _____

Date Signed: _____

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

Signature: _____

Date Signed: _____

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

Signature: _____

Date Signed: _____

- D. For the University of Connecticut:
Lloyd Blanchard, Vice President for Strategic Initiatives

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 Connecticut State Colleges and Universities:
Dr. Hitesh Rai Kathuria, Provost

Signature: DocuSigned by: Hitesh Rai Kathuria

Date Signed: 7D9B1ACD138D42A... 4/24/2023

XIX. ACCEPTANCE AND APPROVALS

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

Signature: _____

Date Signed: _____

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

Signature: _____

Date Signed: _____

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

Signature: _____

Date Signed: _____

- D. For the University of Connecticut:
Lloyd Blanchard, Vice President for Strategic Initiatives

Signature: _____

Date Signed: _____

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

Signature: Jennifer P. Widness

Date Signed: 4/21/23

- F. For the Connecticut State Colleges and Universities:
Dr. Hitesh Rai Kathuria, Provost

Signature: _____

Date Signed: _____

G. For the Connecticut Department of Social Services:

Andrea Barton-Reeves, 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: _____

Date Signed: _____

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Executive Director

Signature: _____

Date Signed: _____

K. For the Connecticut Department of Mental Health and Addiction Services

Christopher McClure, Chief of Staff

Signature: _____

Date Signed: _____

L. For the Connecticut Judicial Branch Court Support Services Division

Gary Roberge, Executive Director

Signature: Mary A. Nally

Date Signed: 5/10/2023

M. For the Connecticut Technical Education and Career Services

Ellen Solek, Superintendent & Executive Director

Signature: _____

Date Signed: _____

G. For the Connecticut Department of Social Services:

Andrea Barton-Reeves, 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: 

Date Signed: 05/05/23

. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Executive Director

Signature: _____

Date Signed: _____

. For the Connecticut Department of Mental Health and Addiction Services

Christopher McClure, Chief of Staff

Signature: _____

Date Signed: _____

. For the Connecticut Judicial Branch Court Support Services Division

Gary Roberge, Executive Director

Signature: _____

Date Signed: _____

. For the Connecticut Technical Education and Career Services

Ellen Solek, Superintendent & Executive Director

Signature: _____

Date Signed: _____

G. For the Connecticut Department of Social Services:

Andrea Barton-Reeves, Commissioner

Signature: _____

Date Signed: _____

Andrea Barton-Reeves
6/21/2023

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: _____

Date Signed: _____

J. For the Connecticut Coalition to End Homelessness:

Evonne Klein, Executive Director

Signature: _____

Date Signed: _____

K. For the Connecticut Department of Mental Health and Addiction Services

Christopher McClure, Chief of Staff

Signature: _____

Date Signed: _____

L. For the Connecticut Judicial Branch Court Support Services Division

Gary Roberge, Executive Director

Signature: _____

Date Signed: _____

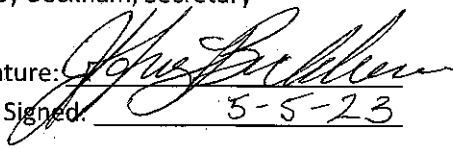
M. For the Connecticut Technical Education and Career Services

Ellen Solek, Superintendent & Executive Director

Signature: _____

Date Signed: _____

N. For the Connecticut Office of Policy and Management:
Jeffrey Beckham, Secretary

Signature: 
Date Signed: 5-5-23

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 Operating Group to review 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 the Operating Group determines if there are any such concerns, the Operating Group will work with the Applicant to resolve the issues. If no concerns are identified, the Operating Group will recommend to the Executive Board adding the Applicant as a Participating Agency. If the Executive Board, by a unanimous vote, accepts the recommendation of the Operating Group, 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

Participating Agencies or the Data Integration Hub may voluntarily cease Data Sharing with other Parties. Such Participating Agency or Data Integration Hub agrees to notify the Operating Group of the interruption prior to the interruption, if planned, or as soon as reasonably practicable after the interruption begins, if unplanned. The Operating Group shall notify the Executive Board, the Data Governing Board and all other Participating Agencies. In addition, such Participating Agency agrees to be responsible for taking all technical actions necessary to reinstate Data Sharing with other Parties and during this cessation to continue to comply with the terms and conditions of the E-MOU.

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 that has voluntarily ceased Data Sharing can advise the Operating Group of its decision to resume Data Sharing services. The Operating Group shall advise the Executive Board, the Data Governing Board, and all other Participating Agencies of the resumption of Data Sharing.

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

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.

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.

Revision Date	Description/ Reason	Revised by	Approved By	Approved Date
4/8/2022	Updated to place primary responsibility on the Operating Group to identify prospective new agencies and determine their eligibility to join P20 WIN	P20 WIN Operating Group	P20 WIN Executive Board	6/22/2022

Appendix 2
Procedures for Breach Notification

1. Procedures for Party Breach Notification

A. Notification Process

Upon initial notification of an actual or potential Breach or reason to believe PII was breached, the Party (ies) responsible for or affected by such 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, including but not limited to requirement of notices to the Attorney General's Office pursuant to C.S.G § 36a-701b and to the State Auditor and Comptroller pursuant to C.G.S. § 4-33a(3).

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.

Revision Date	Description/ Reason	Revised by	Approved By	Approved Date
4/8/2022	Updated to clarify the notification process during an actual or potential breach. The additional language is intended to clarify existing policy for breach identification and notification	P20 WIN Operating Group	P20 WIN Executive Board	6/22/2022

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.

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.

P20 WIN Data Destruction Certificate

This form is completed in order to document that the unit record data received through P20 WIN has been destroyed. Data destruction is required at the end of an approved audit or evaluation or in the event of a termination of the Memorandum of Agreement for a P20 WIN Data Request. In the case of an approved audit or evaluation, the timeframe by which unit record data must be destroyed is determined and approved by the P20 WIN Data Governing Board.

The Data Destruction Certificate must be completed and provided to the P20 WIN System Administrator within 3 working days of the destruction of data. The Approved Requestor shall retain the original certificate for a period of one year after its submission to the Board.

SECTION 1 – BASIC INFORMATION	
1.	Approved Requestor Name:
2.	P20 WIN Data Request Number: DR-0041 Roberta B. Wills Scholarship Program Evaluation
3.	Approved timeframe for audit/evaluation: _____ to _____ List extensions as appropriate: Extension to _____ granted on _____ Extension to _____ granted on _____
4.	Date of data destruction:
5.	Method of data destruction:
SECTION 2 – AFFIRMATION OF DESTRUCTION	
I hereby affirm that the unit record data provided as a part of the Data Request Number listed above has been completely destroyed including all original unit record data and any copies of the unit record data that were made in paper or electronic form.	
_____ Signature of Approved Requestor or Agency Representative	_____ Date