

## Master Data Sharing Agreement

This Master Data Sharing Agreement (“Agreement”) is entered by and among the **Camden Coalition of Healthcare Providers** (“Camden Coalition”), located at 800 Cooper St. 7<sup>th</sup> Floor, Camden, NJ 08102, **Center for Family Services** (“CFS”) located at 584 Benson St., Camden, NJ 08103, and \_\_\_\_\_, that provides Solutions and support to the Camden Promise Neighborhood, and is located at \_\_\_\_\_, collectively “Parties”. This Agreement shall be effective as of May 1, 2017 (“Effective Date”).

**1. PURPOSE AND INTENDED USE OF DATA SHARING.** The purpose of this Agreement is to facilitate the submission of data to the Camden Coalition for the creation, use, and maintenance of a system of integrated social, health, and educational data concerning citizens of Camden City, Southern New Jersey, and the broader state of New Jersey in order to obtain a more complete understanding of the service needs, service gaps, and impact of services (“Camden ARISE”). The data will be used for the following purposes:

- a. For inclusion in the Camden Promise Neighborhood case management system, which is a component of Camden ARISE and is used by Camden Promise Neighborhood Solutions (“Solutions”) to coordinate, manage, track, and report on the services provided by all or some of the other Camden Promise Neighborhood Solutions to individuals and families. [NAME] agrees to allow the disclosure of personally identifiable information to the entities shown in **Exhibit A** to this Agreement provided that (i) appropriate consent or authorization, if required for use, has been obtained from the individual or the individual's parent or guardian; and (ii) a role-based access control is assigned as specified in **Exhibit A**.
- b. For research and evaluation purposes to study and report on the impact of services provided by Solutions and other organizations contributing data for inclusion in Camden ARISE (“Data Contributor(s)”) to citizens of Camden City and Southern New Jersey on individuals and families in the area and to study and report on factors related to service provision, assessment of need, and topics relevant to innovating new approaches to benefit the citizens of Camden City and Southern New Jersey.

## 2. DEFINITIONS

- a. Camden ARISE - A system of integrated social, health, and educational data concerning citizens of Camden City, Southern New Jersey, and the broader state of New Jersey
- b. Camden Promise Neighborhood – A project led by CFS which aims to create a comprehensive pipeline of services and a cradle through college to career path leading to positive change for the children and families
- c. Confidential Information – the [NAME] Data Set, Primary Data Set(s), the Case Management Data Set, Camden ARISE data or any part thereof
- d. Data Contributor(s) – Organization(s) that provide data for inclusion in Camden ARISE.
- e. Case Management Data Set – A data set comprised of data from all Solutions.

- f. Solutions– Organizations which form a part of the Camden Promise Neighborhood and who (1) have active data sharing agreements with the Camden Coalition and; (2) contribute data for use in the Camden Promise Neighborhood case management system and Camden ARISE. The Parties anticipate that these organizations/programs will include *insert names of partner organizations here*. The Solutions that form a part of the Camden Promise Neighborhood may change during the term of this Agreement. The Coalition will maintain an active list of Solutions which will be made available upon request.
- g. [NAME] Data Set – Data set comprised only of data provided by [NAME]
- h. Primary Data Sets – Data sets provided by Solutions other than [NAME]

### 3. TERM AND TERMINATION.

- a. **Term.** This Agreement shall be in effect for five years from the Effective Date and thereafter shall renew for one year terms until terminated in accordance with 2b.
- b. **Termination.** This Agreement may be terminated by any party with thirty (30) days written notice to the other parties. In the event of the termination of the Agreement, the Parties shall, upon request, (1) delete all data containing individually identifying information obtained under this Agreement; and (2) certify in writing within ten (10) business days that all copies of the data stored on cloud-based or local servers, backup servers, backup media, or other media have been permanently erased or destroyed.

### 4. DESCRIPTION OF DATA

- a. [NAME] Data Set. [NAME] shall share with CFS and the Camden Coalition data according to the specifications set forth in Exhibit B. The data shared shall be limited to the data elements mutually agreed upon by the parties. The designated representative of each party will agree on specific data elements and data and record and file formats.
- b. Agreements with Solutions. Solutions will contribute and be given access to the Promise Neighborhood Case Management System and Camden ARISE after executing data sharing agreements with the Camden Coalition that contain substantially similar provisions as those contained in this Agreement.
- c. Other Data Sources Eligible for Linkage.
  - i. Each Solution will contribute a data set that shall be made part of the Promise Neighborhood Case Management System. The [NAME] Data Set will be linked with Primary Data Sets from all Solutions that choose to participate in the Case Management System to create a Case Management Data Set. The Primary Data Set from each Solution and/or the Case Management Data Set may be linked with data from Data Contributors that is available in Camden ARISE.

- ii. A data dictionary containing a list of all data elements in the [NAME], Primary, and Case Management Data Set will be available to Solutions and Data Contributors upon request.
- d. Adding to the [NAME] Data Set. Subject to applicable law, and provided there is mutual agreement of the Parties to this Agreement, content of the [NAME] Data Set may also include other records mutually agreed upon by the Camden Coalition, CFS and [NAME] to be necessary and appropriate for the proper execution of this Master Data Sharing Agreement or any approved Data Use Agreement executed under this Master Data Sharing Agreement.

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

- a. The Camden Coalition and CFS will be joint Custodians of the raw and linked data sets and will be responsible for the observance of all conditions for use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use.
- b. Unless otherwise stated or modified in this Agreement, the Camden Coalition and CFS shall manage, link, and store data as specified in **Exhibit C** to this Agreement.
- c. [NAME] will not use Confidential Information for any purpose other than the purposes specified in this agreement. The Camden Coalition and CFS will fully cooperate with [NAME] in the event that an adult individual or the parent or guardian of a minor under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to the Camden Coalition and/or CFS by [NAME] or wishes to revoke their consent to data sharing with the Camden Coalition and/or CFS. [NAME] will notify the Camden Coalition and CFS in the event it obtains written consent for data sharing with the Camden Coalition and CFS, a revocation of consent to share data with the Camden Coalition and CFS, or a request to review personally identifiable information stored by the Camden Coalition and CFS from an adult or parent/guardian of a minor under 18 years old.
- d. [NAME] will not release any data it receives as a result of its participation in this Agreement to any third parties not specifically authorized to have access to such data under this Agreement.

- 6. ROLES AND RESPONSIBILITIES.** The Camden Coalition and CFS agree to provide appropriate staff support to execute its data stewardship, data management, custodial responsibilities, and analysis under this Agreement. The Camden Coalition and CFS agree to provide notice to [NAME] within thirty (30) days when additional Solutions or Data Contributors join Camden ARISE. [NAME] agrees to provide appropriate staff support to create and transmit the [NAME] Data Set to the Camden Promise Neighborhood case

management system, which is a component of Camden ARISE, as specified in **Exhibit C** to this Agreement. The Camden Coalition and CFS will notify [NAME] and all other Solutions' staff member(s) of changes to any of the roles listed below within 30 days of receiving notice of the change. Notification via electronic mail to [NAME] and all other Solutions' staff member(s) will be sufficient.

- a. The following Camden Coalition staff member(s) is/are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement:

Role Name, Title, and Organization Contact information

- b. The following CFS staff member(s) is/are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement:

Role Name, Title, and Organization Contact information

- c. The following [NAME] staff member(s) is/are assigned to roles related to the proper management, processing, and distribution of the data under this Agreement:

Role Name, Title, and Organization Contact information

- d. Principal Investigator(s) or Lead Data Analyst(s) are individuals conducting research and evaluation, who will be vetted and approved through a governance structure developed by the Camden Coalition, CFS and all Solutions. All Principal Investigators or Lead Data Analyst(s) are Users, as defined in Exhibit C. Principal Investigators or Lead Data Analyst(s) will abide by any protocols and procedures established by the governance structure developed by the Camden Coalition, CFS and all Solutions. In addition, Principal Investigator(s) or Lead Data Analyst(s) may involve one or more researchers or student research assistants, working under the close supervision of the Principal Investigator(s) or Lead Data Analyst(s), to assist in a support role with various tasks under this Agreement and any approved data use agreements executed under this Agreement. Principal Investigator(s) will require any of its researcher(s) and/or student research assistants that create, receive, maintain, or transmit data to provide reasonable assurance, evidenced by written contract, that researcher(s) and/or student research assistants will comply with the same privacy and security obligations as Principal Investigator(s) with respect to the data.

**7. PERMISSIBLE DATA USE, LINKING AND SHARING UNDER THIS AGREEMENT.**

All data shared as part of this Agreement and/or any related data use agreements remains the property of the supplying Solution. This Agreement represents and warrants further that data covered under this Agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except (1) to other Solutions or Data Contributors; (2) as specified herein; (3) as approved in an executed data use agreement; (4) as otherwise authorized in writing by [NAME] or; (5) as required by law. Access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only.

- a. Authorized Linkage and Data Transfers for Program and Site Management. Access to

limited identifiable individual-level data will be restricted to a tightly controlled data stream of “need to know” users at end service points and carefully selected organizational administrators (as specified in Exhibits A and C to this Agreement). Only records with a signed consent or authorization agreement will be transmitted for this purpose.

- b. Authorized Linkage and Data Transfers for Research and Evaluation. Uses of Confidential Information for research and evaluation shall be limited to the Principal Investigator(s)/Lead Data Analyst(s) with whom a signed data use agreement exists. Only de-identified data shall be released for this purpose. The Camden Coalition will manage all identifiable data contained with the Case Management Data Set as well as other Camden ARISE data. CFS will support the Camden Coalition in the management of the identifiable, linked data, as part of the broader data administration needs of the Camden Promise Neighborhood initiative. The Camden Coalition will establish external data sharing protocols with approval from the Solutions or Data Contributor(s). A data governance board, which will be established by the Camden Coalition, CFS, and the Solutions, will decide upon the process for de-identification. Data use agreements with Principal Investigator(s)/Lead Data Analyst(s) will include information about the de-identification process.

- 8. NO WARRANTY FOR DATA OR LINKAGE QUALITY.** Both the accuracy of record linkage and the utility of administrative data for research and analytical purposes are dependent on the quality and consistency of the source data. Although the Camden Coalition and CFS will use reasonable efforts to promote accurate record linkage and the creation of appropriate data sets for analysis, no warranty is made as to the achievement of any particular match rate nor as to the ultimate accuracy or utility of any data contributed under this Agreement.
- 9. PUBLICATION AND DISSEMINATION OF RESULTS.** The Camden Coalition and CFS shall provide [NAME] copies of written reports, analysis, or visuals produced or derived in whole or in part from [NAME]’s data prior to public dissemination. [NAME] will also be provided with final copies of these publications. Copies shall be submitted to the [NAME]’s primary contact for the administration of this Agreement as specified in Section 6 to this Agreement.
- 10. MODIFICATION.** The Parties may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated by either party with thirty (30) days written notice.
- 11. SIGNATURES.** By the signatures of their duly authorized representatives below, the Camden Coalition, CFS, and [NAME] agree to all of the provisions of this Master Data Sharing Agreement.

[Signatures on following page]

CAMDEN COALITION OF HEALTHCARE PROVIDERS

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By:

Title: Chief Operating Officer

Date:

CENTER FOR FAMILY SERVICES

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By:

Title: Chief Operating Officer

Date:

[Name]

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By:

Title:

Date:

## List of Exhibits

EXHIBIT A: Participating Entities and Role-Based Data Access Controls

EXHIBIT B: Data Specification

EXHIBIT C: Standard Protocols and Procedures for the Use, Management, and Custodial Responsibilities for identifiable and Linked Primary Data Sets and Other Data Sources Eligible for Linkage

**Exhibit A: Participating Entities and Role-Based Data Access Controls**

***Insert names of participating entities and role-based data access controls here.***

**Exhibit B: Data Specification**

The matrix shows the categories of data to be shared with the Camden Coalition under this Master Data Sharing Agreement. Data will be shared on mutually agreed upon dates at the frequency listed below. The information in this Exhibit will be negotiated by the parties throughout the term of this Agreement and is subject to modification by mutual agreement.

**Exhibit B: Data Specification**

The matrix shows the data elements to be shared with Camden ARISE under this Master Data Sharing Agreement.

Individual-Level Data Sharing

<b>Data Type</b>	<b>Update Frequency</b>
<b>Demographic Data</b>	
Client ID	Monthly
First Name	Monthly
Middle Name	Monthly
Last Name	Monthly
Social Security Number	Monthly
Address	Monthly
Date of Birth	Monthly
Race	Monthly
Ethnicity	Monthly
Primary Language	Monthly
Gender	Monthly
Family Code	Monthly
Guardian Name(s)	Monthly
Guardian Relationship(s)	Monthly
Homeless	Monthly
<b>Program Enrollment Data</b>	

Program Name	Monthly
Program Enrollment Date	Monthly
Program Outcome Date	Monthly
Program Outcome Type	Monthly
<b>Assessment Data</b>	
<u><i>Insert name(s) of relevant assessment(s) here.</i></u>	Annual
	Annual

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

This document describes protocols and procedures for the use, management, and custodial responsibilities for the Camden Coalition and CFS when accessing data meeting one or more of the following criteria:

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

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

**POLICY AND PROCEDURES FOR DATA SHARING**

1. Terms and Definitions.

1.1. User. Includes any person with access to covered data.

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

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

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

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

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

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

2. User Roles and Functions in Relation to data. For any Master Data Sharing Agreements executed under the terms of this document, Parties will assign (where applicable) an appropriate and qualified User for any of the following roles. Parties will inform each other in writing of the User(s) assigned to each role as well as to any changes in staffing for these

roles. Parties agree that roles specified below may be performed by one or more staff.

2.1. Data Steward. The Data Steward has supervisory authority and is ultimately responsible for all tasks related to the management of data under this Agreement, any Master Data Sharing Agreements, and any Business Associate Agreements, and ensures compliance with all applicable agreements and regulatory requirements. The Data Steward reports any compliance issue or breach to the Camden Coalition a data governance board established by the Camden Coalition and the Solutions.

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

### 3. Data Set Creation and Delivery

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

### 4. Confidentiality and Data Security Safeguards

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

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

4.1.2. Users shall put in place reasonable safeguards and security procedures for its

environment, including, but not limited to, using password protected spreadsheets, using password-protected computers, prohibiting password sharing among users, prohibiting unauthorized data downloads and distribution of data; requesting that users do not leave computer unattended and/or set a timeout to lock an unattended computer, installing antivirus software with current updates and a supported operating system with current patches and updates.

4.1.3. Parties shall provide periodic training for Users on internal security policies and procedures, and on applicable state and federal legal requirements for protecting the privacy of individuals.

## 5. Compliance

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

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

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

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

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

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

A downloadable version of this agreement is available  
at <https://www.nationalcomplex.care/blog/data-sharing/>