



MLDS CENTER

Maryland Longitudinal Data System

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MEMORANDUM

TO: Governing Board Members
FROM: Ross Goldstein, Executive Director
DATE: June 5, 2026
SUBJECT: Multistate Data Sharing Project

Purpose

The recently passed departmental legislation, [SB 56](#) / [HB 293](#), *Maryland Longitudinal Data System Center - External Data Sharing With Third-Party Data Centers for Multistate Reporting - Authorization*, allows the Governing Board to authorize the Center to share data with a third-party data center to facilitate multi-state reporting projects. The purpose of the memorandum is to outline the steps the Center staff will follow for seeking Governing Board approval to engage in a multistate reporting project supported by the Coleridge Initiative's Administrative Data Research Facility (ADRF).

Background

As established by the recently passed legislation, the Governing Board may authorize the Center to share data with a third party data center to facilitate multistate reporting projects, provided the following conditions are met:

1. Authorization - prior to providing its authorization, the Governing Board must determine that the the third-party data center:
 - a. Has data handling and security standards that are at least as rigorous as those employed by the Center;
 - b. Is a FedRAMP-authorized and -certified platform;
 - c. Uses personally identifiable information only to the extent necessary for data matching;
 - d. Employs privacy-enhancing techniques in place of personally identifiable data whenever appropriate;
 - e. Uses only de-identified data for analytic purposes;
 - f. Releases only aggregate data in reports and other output; and
 - g. Does not report data in any form that may be used to identify individuals based on the size or uniqueness of the population under consideration.
2. Data Sharing Agreement - State law also requires the Center to enter into a written data sharing agreement with the third-party data center. The agreement must require the third-party data center to comply with:
 - a. The terms listed above;
 - b. State and federal laws relating to data privacy; and
 - c. Any other criteria the Governing Board determines are appropriate.
3. Data and Project Approval - before providing data the Governing Board shall affirmatively approve:

- a. The data elements and data sets to be shared; and
- b. The proposed research or reporting project that seeks to use the Maryland data.

Steps for the Initial Multistate Data Sharing Project

1. Planning - The MLDS Center, along with its counterparts in Virginia and Washington, D.C., received a grant from the Coleridge Initiative to develop a Capital Region Multistate Report. Work has begun to jointly develop the scope of the report and determine data availability from all three jurisdictions. The first phase of the project included support from Coleridge for the Maryland legislation. The grant provides funding and resources to support this ongoing work. Before receipt of funding, the Center needs to sign a grant subaward agreement, which will be reviewed with the Governing Board at this meeting (see attached agreement).
2. Authorization
 - a. Center staff will meet with the Cybersecurity Subcommittee to present detailed information about the ADRF's FedRAMP authorization and its security infrastructure. The meeting will also include details on Coleridge's data management and privacy protocols.
 - i. *Action:* Receive recommendation from Cybersecurity Subcommittee.
 - b. Center staff will provide its Data Governance and Research and Policy Advisory Boards (Data GAB and RPB respectively) with similar information about ADRF cybersecurity, data security, and privacy protocols.
 - i. *Action:* Receive recommendation from advisory committees.
 - c. Request authorization to share data with the ADRF from the Governing Board at September 12, 2026 meeting.
3. Data Sharing Agreement - The MLDS Center will need to enter into a data sharing agreement with Coleridge establishing terms and ensuring the security and privacy of the Center's data. The data sharing agreement will be reviewed in detail with the Research and Policy Advisory Board and then the Governing Board at the December 11th Governing Board Meeting.
 - i. *Action:* Review data sharing agreement
4. Amend Maryland Data Sharing Agreements - The MLDS Center has a data sharing agreement with each data sharing partner agency. The agreements prohibit the Center from redisclosing personally identifiable data. An amendment to each data sharing agreement to create an exception to the prohibition against redisclosure will need to be made with the agencies whose data we intend to disclose to the ADRF: MSDE, MHEC, Labor, and MVA.
 - i. *Action:* Execute amendments immediately following the Board's approval of the data sharing agreement at the December 12th Governing Board Meeting..
5. Data Elements and Project Plan - Present the data elements and the schedule and frequency for providing data sets to the ADRF for Governing Board approval. Present the multistate project report plan to the Governing Board at the December 11th Governing Board meeting.
6. Report to House and Senate Committees
 - a. Pursuant state law, within 30 days of entering into a data sharing agreement with a third-party data center, the MLDS Center must submit a report to the Senate Committee on Education, Energy, and the Environment, and the House Ways and Means Committee

that includes: the name of the third-party data center; summary of the data to be shared; and the purpose and value to the State for entering the data sharing agreement.

- i. *Action:* Submit report no later than January 11, 2027.
- b. Within 1 year of the date of the 30 day report, the Center must submit a report to the committees describing: the status of the data sharing agreement; how the data is being used to further the purposes and stated value of the data sharing agreement; and any violations of the data sharing agreement.
 - i. *Action:* Submit report by December 11, 2027 and each year thereafter until the data sharing agreement has been terminated.

Subaward - with ADRF Access Terms

This Subaward agreement (“**Subaward**”) is entered ~~into as of the last dated signature hereto. The effective date, however, will be June 1, 2025, to reflect the start of the effort (“Effective Date”)~~ by and between The Maryland Longitudinal Data System Center (MLDSC) with an address at 200 West Baltimore Street, Baltimore, MD 21201, (“**Subrecipient**”) and The Coleridge Initiative, a nonprofit, nonstock corporation with an office at 20 F Street NW, 7th Floor, Washington, D.C. 20001-6700 (“**Coleridge**”). This Subaward is executed as of the date of the last signature below (“Execution Date”) and shall be effective as of June 1, 2025 (the “Effective Date”), which reflects the start of the Period of Performance for the effort described herein, regardless of the date of execution. Subrecipient and Coleridge are referred to individually as “**Party**” and collectively as “**Parties**”.

Commented [CF1]: Changing preamble b/c we are signing now, but DDC3 effort began last summer.

Background

Coleridge was awarded funding from Walton Family Foundation (“**Sponsor(s)**”), for support of a project titled “Regional Education and Employment Outcomes Across Virginia, Maryland, and the District of Columbia” (“**Project**”) that includes the work described in this Subaward. The Sponsor is not a party to this agreement.

Subrecipient is willing and able to participate in this Subaward to provide the activities more closely described in the Subrecipient SOW (“**Services**”).

Subrecipient has represented to Coleridge that it is competent, willing, and able to perform activities related to the Project and the Services.

As part of the Project, Coleridge will provide the activities and entitlements more closely described in the Coleridge SOW.

Therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Condition Precedent

The Parties agree that this Subaward shall be subject to the following condition precedent: The Parties are using **synthetic data** and a Memorandum of Understanding, Data Sharing Agreement, or similar agreement outlining the data controls and data stewardship of the data set is not needed.

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1. Parties’ Responsibilities

A. Scope of Work.

- i. Subrecipient agrees to perform this Subaward in accordance with the terms of this Subaward and agrees to deliver the work as described in the scope of work attached hereto as **Appendix A (“Subrecipient SOW”)**. Any material change in the Subrecipient SOW requires both Parties’ ~~prior~~ written approval.

- ii. Coleridge agrees to provide the services and/or perform the work described in the scope of work attached hereto as **Appendix B** (“**Coleridge SOW**”). Any material change in the Coleridge SOW requires both Parties’ ~~prior~~ written approval.

B. Performance of Work.

- i. Unless specifically stated elsewhere in this Subaward, the quality of all services rendered hereunder by Subrecipient will conform to the highest academic standards in the relevant profession, trade, or field of endeavor. All work will be conducted by Subrecipient in compliance with applicable laws and will be rendered by or supervised directly by individuals fully qualified in the relevant professions, trade, or field, and holding any licenses required by law.
- ii. Coleridge will provide the services in the Coleridge SOW in accordance with the ADRF access terms attached hereto as **Appendix F** (“**ADRF Access Terms**”). Subrecipient agrees to comply with the ADRF Access Terms.

C. Key Personnel. Each party’s Principal Investigator shall be the respective person named as such in **Appendix D**. In the event that the Subrecipient’s Principal Investigator becomes unable or unwilling to perform this Subaward, the Parties shall work together to find a mutually acceptable substitute. In the event a mutually acceptable substitute cannot be found, Coleridge shall have the option at its sole discretion to terminate the Subaward.

Commented [JJ2]: MLDC does not have a Principal Investigator identified in Appendix D

D. Changes. Changes to this Subaward or to the Subrecipient SOW will become effective only on written agreement of the Parties signed as an amendment to this Subaward. Subrecipient agrees to notify Coleridge promptly of any event that may affect its ability to meet the requirements of this Subaward or that is likely to cause a material change or delay in its performance of the Subrecipient SOW.

E. No Communications with the Sponsor. Subrecipient must not communicate with Sponsor about matters relating to this Subaward or interfere with or impede the relationship between Coleridge and Sponsor.

2. Term of Subaward

The period of performance for this Subaward will begin on the start date as specified in the Subrecipient SOW (or where no such date is specified, then the Effective Date) and shall end on the date set out in the Subrecipient SOW (or where no such date is specified then a period of one year from the Effective Date), unless the end date is extended by mutual written agreement of the parties, or the date upon which this Subaward is terminated in accordance with its terms (“**End Date**”). This Subaward shall be effective as from the Effective Date and shall continue in force and effect until the End Date.

3. Budget, Cost, Payment, Invoices & Records

A. Cost. The total amount available to Subrecipient for full performance hereunder is not to exceed the amount expressed as the total cost (“**Total Cost**”) as specified in the budget, which is attached as **Appendix C** (“**Budget**”). **This is a fixed fee subaward.** For the Services to be provided hereunder and for the provision of the Deliverables and completion of the Subrecipient SOW, Coleridge shall pay Subrecipient the fixed fee as stated in the Budget “**Fee**”, capped at the amount of the Total Cost. Subrecipient may re-budget

between line items of the Budget as required without Coleridge's prior approval provided such changes do not exceed in aggregate 10% of the Total Cost.

B. Invoices. Subrecipient will submit invoices in arrears in accordance with the milestones and payment schedule set out in the Budget for the previous period via email to: finance@coleridgeinitiative.org. Invoices must: (i) reference this Subaward; (ii) contain a unique invoice number; (iii) include current and cumulative costs; (iv) state any purchase order number, if provided by Coleridge for this purpose; state the period during which costs are claimed in that invoice; (v) state the subaward reference number, if provided for this purpose by Coleridge; and (vi) provide sufficient detail in accompanying report or notes to enable Coleridge to assess consistency with the Budget and Subrecipient SOW using the summary report template found in **Appendix G ("Summary Report")**. Failure to include required documentation with invoice will result in delayed payment of invoice.

C. Accounting. Subrecipient will maintain an accurate accounting system for all fees and costs incurred in performance of this Subaward. Fees, costs and commitments incurred must be documented in accordance with generally accepted accounting principles, and in accordance with any specific accounting, reporting or recording requirements as set out in the Budget if applicable.

D. Books and Records. Subrecipient will maintain sufficiently detailed books and records of all fees and costs incurred and invoiced or to be invoiced under this Subaward, and must properly document all expenses (for example, receipts and timecards) for which reimbursement is or will be claimed. Subrecipient agrees that it will make such books and records available for inspection and review by Coleridge for a period of four (4) years after the date of receipt of the final payment under this Subaward.

E. Payment. Subject to receipt by Coleridge of funds from Sponsor, upon the receipt of proper invoices submitted in accordance with this Subaward, Coleridge agrees to process payments of invoiced amounts to Subrecipient. Payment of the final invoice will only be made after Coleridge accepts the final report and has verified that all deliverables and/or work product have been delivered in accordance with the Subrecipient SOW and that the Project is complete. For the avoidance of doubt, Coleridge's acceptance as above shall be based upon Subrecipient's good faith effort to perform the Subrecipient SOW and shall not be contingent on whether Coleridge agrees with Subrecipient's findings, conclusions, or opinions in relation to the Project. All payments to Subrecipient must be considered provisional and are subject to adjustment in the event such an adjustment is required as a result of an audit by Coleridge and/or the Sponsor. Subrecipient agrees that it will forthwith upon request reimburse Coleridge for the full amount of any expenditures disallowed as a result of such audit.

4. Relationship

The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Subrecipient SOW by Subrecipient shall be under its own control, Coleridge being interested only in the results thereof. Subrecipient shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Subrecipient SOW. Nothing contained in this Subaward shall be construed as creating any agency, partnership, joint venture or other form of joint

enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. For the avoidance of doubt, Subrecipient shall not be entitled to any benefits accorded to Coleridge's employees, including (without limitation) workers' compensation, disability insurance, retirement plans, or vacation or sick pay.

This sub-award does not confer any rights, duties, or obligations between the Sponsor and the Subrecipient other than the Flow Downs listed on Appendix E, Section E-2.

5. Warranties

The Parties make no representations and extend no warranties of any kind, either expressed or implied, with respect to the subject matter of this Subaward.

6. Confidential Information

A. Each Party agrees to keep in confidence any Confidential Information (as defined below) provided by the other Party under this Subaward ("**Disclosing Party**") and to destroy such Confidential Information to the Disclosing Party on written request. The Party receiving Confidential Information ("**Receiving Party**") agrees to hold the Confidential Information of the Disclosing Party in confidence and not disclose it to any third party or use it except as is strictly necessary for the performance of this Subaward without the written authorization of the Disclosing Party. A Disclosing Party agrees not to disclose any Confidential Information to a Receiving Party in violation of any obligation the Disclosing Party owes to any third party.

B. "Confidential Information" means any non-public information that is provided by a Disclosing Party to a Receiving Party that is marked as confidential when disclosed in written or tangible form, or that is identified as confidential when first disclosed in oral or visual form, and summarized in a writing provided to Receiving Party within twenty (20) days of such oral or visual disclosure. Confidential Information may include research, business plans or other information regarding the Disclosing Party's activities, selection processes or services and markets, data and datasets, customer or donor lists, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include any information that:

- i. is publicly known or made generally available through no breach of this Subaward by the Receiving Party;
- ii. the Receiving Party obtains from a third Party without a duty to maintain its confidentiality;
- iii. is developed by the Receiving Party independently and without use of Confidential Information provided by the Disclosing Party; or
- iv. is disclosed by the Receiving Party pursuant to law or legally required request after notification to the Disclosing Party.

C. The obligations of this Section will be in effect during the term of this Subaward and for five (5) years thereafter.

7. Intellectual Property and Publications and Flow Downs

A. Coleridge IP Requirements. Any requirements that Coleridge may have in relation

to intellectual property rights created as a result of the work on the Project are set out in **Appendix E-1** (if any). Accordingly, the Parties agree that any terms set out at Appendix E relating to intellectual property shall apply to this Subaward. In the event of any conflict between the main body of this Subaward and the terms of Appendix E in relation to intellectual property then the terms of Appendix E shall control. In the event of any conflict between Appendix E-1 and E-2, then the terms of Appendix E-2 shall control. Also included in this Appendix are standard Flow Downs from Coleridge.

B. Sponsor IP Requirements. Any requirements that the Sponsor may have in relation to intellectual property rights created as a result of the work on the Project are as set out in **Appendix E-2** (if any). Accordingly, the Parties agree that any terms set out at Appendix E relating to intellectual property shall apply to this Subaward. In the event of any conflict between the main body of this Subaward and the terms of Appendix E in relation to intellectual property then the terms of Appendix E shall control. In the event of any conflict between Appendix E-1 and E-2, then the terms of Appendix E-2 shall control. Also included in this Appendix are standard Flow Downs from Sponsor.

8. Insurance, Indemnification and Assurances

A. Insurance. Subrecipient warrants and represents that it carries sufficient insurance (whether provided by a third party or on a self-insured basis where permitted) to comply with the requirements of federal, state, and local laws as well as its obligations under this Subaward and shall provide evidence of such insurances in the form of current and valid certificates of insurance upon Coleridge's request to finance@coleridgeinitiative.org.

B. Indemnification. RESERVED.

C. Assurances. Any requirements that the Sponsor may have regarding the inclusion of certain terms and conditions in all Subawards made pursuant to its agreement with Coleridge are set out at **Appendix E** (if any). Accordingly, Subrecipient agrees that it shall comply with the provisions flowing down from such agreement as may be set out at **Appendix E** in all aspects of its performance of this Subaward.

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9. Amendment

This Subaward may not be amended or modified except by a ~~prior~~-written agreement signed by Coleridge and Subrecipient.

10. Termination:

This Subaward may be terminated by either Party upon thirty (30) days written notice to the other Party, except that the termination by Sponsor of its agreement with Coleridge shall automatically terminate this Subaward as of the same date, provided that Coleridge shall have forwarded to Subrecipient any such notice of termination received by it from the Sponsor no later than five (5) business days after Coleridge receives such notice of termination from Sponsor. Subject to the terms of this Subaward, Coleridge agrees to compensate Subrecipient for all work performed, expenses, and non-cancellable obligations properly incurred under this Subaward prior to the date of termination. . Payment will be made pursuant to the payment terms in 3B after receipt of an acceptable

invoice. Upon payment of such costs, Coleridge will be entitled to, and Subaward agrees to deliver, all work performed, including (without limitation) copies of all data, reports, information, and deliverables that Subrecipient has generated through to the date of termination.

11. Assignment and Successors

Subrecipient shall not without the written consent of Coleridge delegate, assign or award its obligations under this Subaward. This Subaward will be binding on and will insure to the benefit of the successors and permitted assigns of the Parties.

12. No Power to Obligate

No Party will have power to bind or obligate any other Party in any manner, except as may be specifically set forth in this Subaward.

13. Non-Waiver

The failure of any Party to enforce any provision of this Subaward will not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of the Subaward.

14. Force Majeure

Failure of a Party to perform any obligation under this Subaward caused by governmental restrictions, labor disputes, emergency, unavailability of technology, services or materials, natural disaster, riot and civil unrest, terrorism or other causes beyond the control of the Party will not be deemed a breach of this Subaward, and if any time period for performance is involved, such period will be deemed extended accordingly.

15. Entire Agreement and No Third-Party Beneficiaries

This Subaward constitutes the full and entire understanding and agreement between the Parties relating to its subject matter. No other agreements exist between the Parties as of the date of this Subaward that relate to the same subject matter. This Subaward is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Subaward.

16. Severability

In the event that any provision of this Subaward becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Subaward will continue in full force and effect without said provision, provided that such invalidity or unenforceability does not deny any Party the material benefits of the transactions for which such Party has bargained.

17. Headings

The headings in this Subaward are for convenience of reference only and are not to be considered in construing this Subaward.

18. Governing Law

This Subaward is made in and will be governed in all respects by the laws of Maryland without regard to conflicts of laws principles. The parties will first attempt to resolve any

disputes under this Subaward amicably between them. If unsuccessful, either Party may submit the matter to non-binding mediation or arbitration before pursuing any other legal remedies available.

19. Contacts

Primary contacts for each Party shall be the individuals set out in **Appendix D**.

20. Notice

Notice under this Subaward must be in writing and will be effective upon delivery by hand, upon acknowledgment if sent via email, or five business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the address designated for the receipt of notices as set out in Appendix D.

IN WITNESS WHEREOF, the Parties have executed this Subaward by their below-named duly authorized signatories.

By: The Coleridge Initiative, Inc.

_____ Signature Name: Title:	Date
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By: The Maryland Longitudinal Data System Center

_____ Signature: Name: Ross Goldstein Title: Executive Director	Date
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Appendix A: Subrecipient Scope of Work

Phase One: Data sharing and record linkage strategy (Summer 2025 – Fall 2026)

Task 1: Maryland build support among key stakeholders for legislation permitting multi-state data sharing

Task 1 Description: MLDS will engage with critical stakeholder groups, including the Research and Policy Advisory Board and its Governing Board, in order to build understanding of the importance and value of multi-state data sharing.

Subtask 1.1:

- a. Develop a fact sheet outlining the benefits of the collaborative, the rules of engagement, and the security of the system.*
- b. Provide expert resources to meet with stakeholders to provide detailed explanations and address questions and concerns. Stakeholder meetings would need to start in the summer 2025 with the goal of seeking final Governing Board approval to proceed with legislation by the September 12, 2025 Governing Board meeting.*

Deliverables associated with Task 1: Fact sheet to demonstrate the value of multi-state collaboration.

Task 2: Maryland introduces a bill to permit multi-state data sharing in the January 2026 legislative session

Task 2 Description: Maryland will develop and introduce legislation through its existing approval process including presentation to the Governing Board and coordination with the Governor's Office.

- Subtask 2.1: . Provide support for development of legislation for introduction in the 2026 Legislative Session. The legislative proposal would need to be ready to be presented to the Governing Board at the September meeting (see above) and then sent to the Governor's legislative office immediately following the meeting assuming Board approval.*

Deliverables associated with Task 2: Draft legislation is introduced and approved.

Task 3: Evaluate, amend, and/or adopt national legal framework for data sharing developed by Coleridge

Task 3 Description: Coordination with legal counsels across jurisdictions to evaluate the existing national legal framework developed by Coleridge and understand applicability for regional context

Subtask 3.1:

- a. Legal counsels from participating jurisdictions reviews Coleridge national legal framework*
- b. Legal counsels identify areas for amendments or determine that the framework can be adopted as is*
- c. Final determination of legal framework to govern this multi-state project*

Deliverables associated with Task 3: Finalize a legal framework that will govern this multi-state project based on the existing Coleridge model and share feedback with Coleridge team on adoption of legal framework in this context.

Task 4: Amend current within-state data sharing agreements with data providers as required for this project.

Task 4 Description: Determine need to amend existing data sharing agreements with data providers (ex. state education agency, state labor agency) to ensure that the data sharing can proceed as planned.

Subtask 4.1:

- a. Connect with agency data providers within both jurisdictions to review existing data sharing agreements*
- b. Make determination of whether amendment to the data sharing agreement is necessary*
- c. If required, make appropriate amendments*

Deliverables associated with Task 4: Amendments as needed to existing data sharing agreements with data providers within DC, Maryland and Virginia to authorize the use of the data for this project

Task 5: Develop multi-state data sharing agreements, including list of data elements to be shared for the project Task 5

Description: Once in-state agreements are amended as need, multi-state agreements will be created to be able to share data for this project.

Subtask 5.1:

- a. Connect legal counsels from each state to leverage existing Coleridge templates and develop interstate Data Sharing Agreement*
- b. Identify risks, challenges and avenues of collective agreement to be included in these agreements*
- c. Legal Counsels to negotiate agreement language*
- d. Each state's technical teams to assess and explore data sets and data elements needed for record linkage and data analysis, and add those elements to the agreements as Appendix*
- e. Legal counsel to approve data elements and confirm legal sufficiency of agreements to include specific data sets and elements*
- f. Each state to approve interstate agreements through their state's legal authority*
- g. Each State's authority to sign agreements*

Deliverables associated with Task 5: Complete and executed interstate data sharing agreement.

Task 6: Based on available data, develop strategy for record linkage, specifically for PK-12 records that lack SSN Task 6 Description: Assess available data elements in the agreements from each state and establish a strategy for successful record linkage to merge records.

Subtask 6.1

- a. Each state's technical teams to assess the collective data sets and elements that will be shared, establish avenues of success as well as risk*
- b. Determine combinations of available data that can yield positive results for record linkage*
- c. Based on available data, consider both current and new algorithms and business rules to create successful record linkage, triangulate existing similar data elements to produce the best results*
- d. Create these business rules and algorithms for technical use and make determination of how they will fit into the Coleridge enclave environment*

Deliverables associated with Task 6: Completed project-based algorithm and record linkage product to be used within the ADRF.

Task 7: Test record linkage based on synthetic data set

Task 7 Description: In partnership with the Georgetown University Massive Data Institute, test the record linkage strategy in the ADRF utilizing a synthetic data set to demonstrate viability of identified approach.

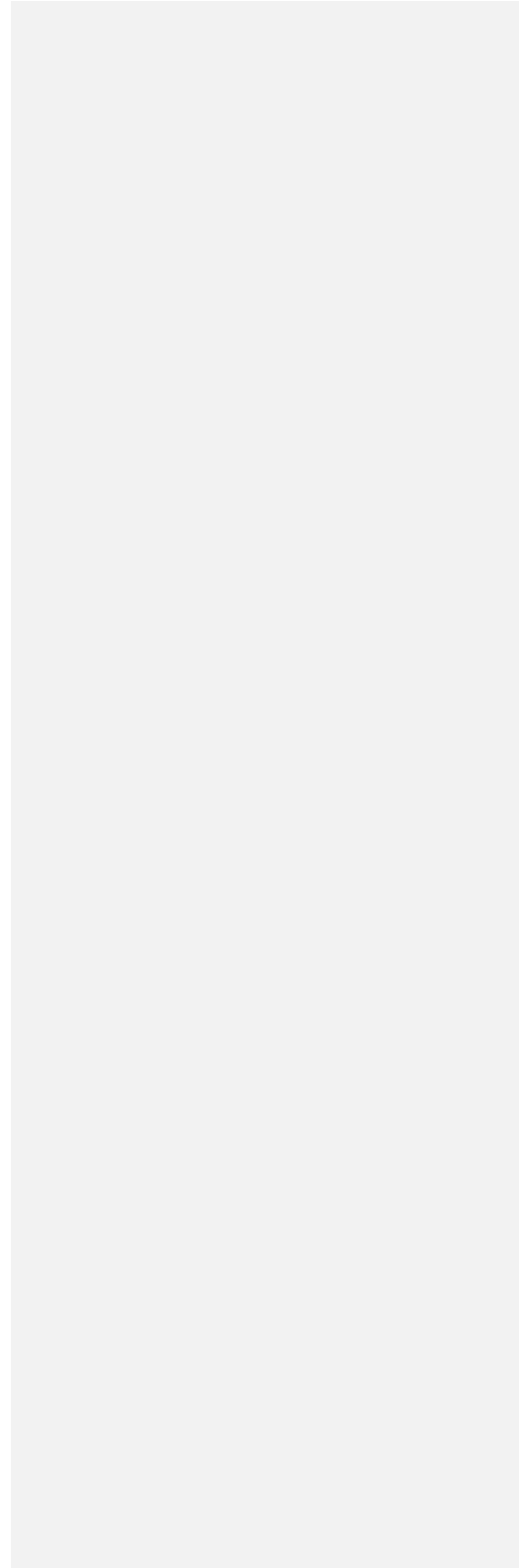
Subtask 7.1:

- a. Create synthetic data sets representing the relevant data sets from DC and VA*
- b. Confirm that synthetic data sets align with identified record linkage strategy*
- c. Run record linkage test using the synthetic data set*
- d. Report on findings from the synthetic data test*

Deliverables associated with Task 7: Run completed record linkage using synthetic data sets representing the relevant data sets from DC and VA. Develop report on results to include technical success of application as well as success rate of linkage based on the synthetic likeness to real data. Report will also address the ultimate feasibility of the project and predicted success

Appendix B: Coleridge Scope of Work (if applicable)

NOT APPLICABLE



Appendix C: Budget - Milestone & Payment Schedule

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Quarter of Project	Tasks	Deliverables	Who (if multiple project partners)	Completion Date (mm/dd/yy)
Q1	Phase One: Task 1	Deliverables associated with Task 1: Fact Sheet about benefits of multi-state data sharing. Experts relevant stakeholders meetings.	MD	
Q1	Phase One: Task 2	Deliverables associated with Task 2: Legislative proposal is prepared for MLDS Governing Board.	MD	8/15/25
Q2	Phase One: Task 3: Evaluate, amend, and/or adopt national legal framework for data sharing developed by Coleridge	Deliverables associated with Task 3: Finalize a legal framework that will govern this multi-state project based on the existing Coleridge model	DC, VA, MD Legal Counsels	10/31/25
Q2	Phase One: Task 4: Amend current within state data sharing agreements with data providers as required for this project.	Deliverables associated with Task 4: Amendments as needed to existing data sharing agreements with data providers within DC and Virginia to authorize the use of the data for this project	DC, VA Legal Counsel and Participating Agencies	12/31/25
Q3-Q4	Phase One: Task 5: Develop multi-state data sharing agreements, including list of data elements to be shared for the project Phase One: Task 6: Based on available data, develop strategy for record linkage, specifically for PK-12 records that lack SSN	Deliverables associated with Task 5: Complete and executed Interstate Data Sharing Agreement. Deliverables associated with Task 6: Completed project-based algorithm and record linkage product to be used within the ADRF.	DC, VA & MD Legal Counsel DC, VA & MD Tech teams	6/30/2026
Q5-6	Phase One: Task 7: Test record linkage based on synthetic data set	Deliverables associated with Task 7: Run completed record linkage using synthetic data sets representing the relevant data sets from DC and VA. Develop report on results to include technical success of application as well as success rate of linkage based on the synthetic likeness to real data. Report will also address the ultimate feasibility of the project and predicted success	DC, VA Tech teams, Massive Data Institute and Coleridge ADRF Staff	12/31/2026

Commented [CF5]: Just noting start for PoP and effective date.

Q7	Phase Two: Task 1: Prepare and submit data elements for ingestion in the ADRF	Deliverables associated with Task 1: Collecting details of each data element will culminate in a data dictionary for the project, helping all parties get to a data standard as they work together and share information. Transfer process will be established and will set a process for future data sharing.	DC, VA Tech Teams and Coleridge	3/30/27
Q8-9	Phase Two: Task 2: Develop data analysis plan Phase Two: Task 3: Conduct data analysis	Deliverable associated with Task 2: This will establish a framework for future analysis. The project goals will be further defined in the questions the project will strive to answer, a document outlining these project questions, data needed to answer the questions and tool to be employed will be created. Deliverable associated with Task 3: After analysis the parties will be able to publish findings from the collective analysis to the	DC, VA Teams	9/30/27

Payment Schedule

Task	Milestone	Lead	Deadline	Payment schedule
Phase One: Tasks 1-3: Deliverables associated with Task 1: Fact Sheet about benefits of multi-state data sharing. Experts relevant stakeholders' meetings. Deliverables associated with Task 2: Legislative proposal is prepared for MLDS Governing Board. Task 3 - Evaluate, amend, and/or adopt national legal framework for data sharing developed by Coleridge	Deliverables associated with Tasks 1-3:	DC, VA, MD Legal Counsels	10/31/25	\$4,166
Phase One: Task 4: Amend current within state data sharing agreements with data providers as required for this project.	Deliverables associated with Task 4: Amendments as needed to existing data sharing agreements with data providers within DC and Virginia to authorize the use of the data for this project	DC, VA Legal Counsel and Participating Agencies	12/31/25	\$4,166
Phase One: Task 5: Develop multi-state data sharing agreements, including list of data elements to be shared for the project	Deliverables associated with Task 5: Complete and executed Interstate Data Sharing Agreement.	DC, VA & MD Legal Counsel	6/30/2026	\$10,000
Phase One: Task 6: Based on available data, develop strategy for record linkage, specifically for PK-12 records that lack SSN	Deliverables associated with Task 6: Complete project-based algorithm and record linkage product to be used within the ADRF.	DC, VA & MD Tech teams		
Phase One: Task 7: Test record linkage based on synthetic data set	Deliverables associated with Task 7: Run completed record linkage using synthetic data sets representing the relevant data sets from DC and VA.	DC, VA Tech teams, Massiv Data Institute and Coleridge ADRF Staff	8/31/2026	\$0

Commented [CF6]: Table clean up due to some weird cell changes.

Commented [CF7]: Revised to align with budget. \$55K total available to all 3 states - \$20K MD with \$16K plus funding program support, \$18,333.33 to MD and VA

Commented [CF8]: Revised to align with budget. \$55K total available to all 3 states - \$20K MD with \$16K plus funding program support, \$18,333.33 to MD and VA

Phase One: Task 7: Test record linkage based on synthetic data set	Deliverables associated with Task 7: Run completed record linkage using synthetic data sets representing the relevant data sets from DC and VA. Develop report on results to include technical success of application as well as success rate of linkage based on the synthetic likeness to real data. Report will also address the ultimate feasibility of the project and predicted success	DC, VA Tech teams, Massive Data Institute and Coleridge ADRF Staff	12/31/2026	
PHASE 2 - NOT YET FUNDED, BUT INCLUDED FOR REFERENCE				
Phase Two: Task 1: Prepare and submit data elements for ingestion in the ADRF	Deliverables associated with Task 1: Collecting details of each data element will culminate in a data dictionary for the project, helping all parties get to a data standard as they work together and share information. Transfer process will be established and will set a process for future data sharing.	DC, VA Tech Teams and Coleridge	3/30/27	
Phase Two: Task 2: Develop data analysis plan Phase Two: Task 3: Conduct data analysis	Deliverable associated with Task 2: This will establish a framework for future analysis. The project goals will be further defined in the questions the project will strive to answer, a document outlining these project questions, data needed to answer the questions and tool to be employed will be created. Deliverable associated with Task 3: After analysis the parties will be able to publish findings from the collective analysis to the	DC, VA Teams	9/30/27	

Appendix D: Contact Information

[PLEASE COMPLETE REQUIRED DETAILS]

Coleridge Contacts	Subrecipient Contacts
Contracts	
Contract Manger: Orande Peoples Email: orande.peoples@coleridgeinitiative.org Director of Contracts: Dr. Christina Firth Email: christina.firth@coleridgeinitiative.org Address: 20 F Street NW, 7 th Floor, Washington, D.C. 20001-6700 Telephone: (929) 379-3239	Name: Monica Dodge Telephone: 202-923-9610 Email: monica.dodge1@dc.gov Address: John A. Wilson Building 1350 Pennsylvania Ave. NW, Suite 307 Washington, DC 20004
Principal Investigator	
Name: Telephone: (929) 379-3239 Email: Address: 20 F Street NW, 7 th Floor, Washington, D.C. 20001-6700	Name: Monica Dodge Telephone: 202-923-9616 Email: monica.dodge1@dc.gov Address: John A. Wilson Building 1350 Pennsylvania Ave. NW, Suite 307 Washington, DC 20004
Financial Contact	
Name: Brian Nee Telephone: (929) 379-3239 Email: Brian.Nee@coleridgeinitiative.org Copy: finance@coleridgeinitiative.org Address: 20 F Street NW, 7 th Floor, Washington, D.C. 20001-6700	Name: Telephone: Email: Address: 525 West Redwood Street, Baltimore, MD 21201
Contact for Notices	
Name: ATTN: Director of Contracts Telephone: (929) 379-3239 Email: christina.firth@coleridgeinitiative.org Copy: adminops@coleridgeinitiative.org Address: 20 F Street NW, 7 th Floor, Washington, D.C. 20001-6700	Name: Ross Goldstein Title: Executive Director Telephone: 410.507.5036 Email: Ross.Goldstein@maryland.gov Address: 525 West Redwood Street, Baltimore, MD 21201
Authorized Official	
Name: Ahu Yildirmaz Telephone: (929) 379-3239 Email: adminops@coleridgeinitiative.org Address: 20 F Street NW, 7 th Floor, Washington, D.C. 20001-6700	Name: Ross Goldstein Title: Executive Director Telephone: 410.507.5036 Email: Ross.Goldstein@maryland.gov Address: 525 West Redwood Street, Baltimore, MD 21201

Commented [JJ9]: Should Ross be the Contact here?

Commented [10]: Please add finance contact

Appendix E: INTELLECTUAL PROPERTY RIGHTS AND FLOW DOWN TERMS

Section E-1: Coleridge Required Intellectual Property Terms AND FLOW DOWN TERMS

SECTION E-1 -PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement pursuant to 2 CFR § 200.303, USA Patriot Act (Pub. L. 107-56), or Executive Order 13224, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Projects or efforts at Coleridge, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org and acquisition.gov/far/52.203-13, 2 CFR Part 200, 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, and 18 U.S.C. §§ 201 and 666 – Federal Criminal Statutes

COMBATTING TRAFFICKING IN PERSONS

You shall comply with the requirements of Federal Acquisition Regulation (FAR) Clause 52.222-50 *Combating Trafficking in Persons* and/or 2 CFR § 175.15 — *Award Term for Trafficking in Persons*, which prohibits contractors and their agents, subcontractors, and employees from engaging in severe forms of trafficking in persons, procuring commercial sex acts, and using forced labor in the performance of any part of the contract. You certify that you shall follow Coleridge's implemented compliance plans and procedures to prevent trafficking-related activities and agree to promptly report any violations to appropriate authorities and the contracting entity. Failure to comply with these requirements may result in termination of this Agreement, suspension of payments, or other appropriate remedies.

LOBBYING AND ELECTIONEERING PROHIBITION

You may not act on the behalf of Coleridge or any entity with which it does business to use funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that as an independent contract providing services to Coleridge, your services involve Confidential Information and funding. Federal, local, and state laws prohibit 501(c)(3) nonprofits from utilizing funding to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 as well as but not limited to, FAR 52.203-12 and 2 CFR Part 200, Appendix II(I) – Byrd Anti-Lobbying Amendment.

OTHER LOBBYING, GIFT, AND ETHICS RULES

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the services you are providing. Neither Coleridge or any of its customers are retaining you to engage in lobbying activities.

CODE OF BUSINESS ETHICS AND CONDUCT

You shall comply with the requirements of Federal Acquisition Regulation (FAR) 52.203-13, *Contractor Code of Business Ethics and Conduct*, and/or 2 CFR § 200.113 – Mandatory Disclosures, 2 CFR § 200.303 – Internal Controls, and 2 CFR § 200.318(c)(1) – Conflict of Interest, as applicable. You agree to adhere to these regulations and timely disclose in writing to the appropriate government officials and contracting entity any credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act. The Contractor acknowledges that failure to uphold these ethical obligations may result in contract termination, suspension, or other legal remedies.

Section E-2: Required Flow Down Provisions (if applicable)

Not Applicable

Appendix F: ADRF Access Terms



ADRF Authorized User – Terms of Use

About the Administrative Data Research Facility

The Administrative Data Research Facility (ADRF) is a secure platform designed to facilitate research analysts in the discovery, access, and utilization of securely-stored data while enabling data stewards to monitor and control data usage effectively. The ADRF strikes a crucial balance between stringent security measures and functional usability, offering a robust infrastructure to support comprehensive data analytics across diverse and previously disparate datasets. The ADRF is a Service provided by the Coleridge Initiative (CI).

Each customer's ADRF instance ("Enclave") is designed, implemented and operated in accordance with the ADRF's FedRAMP authorization requirements

Relationship between you – an Authorized User, the Customer, and the Coleridge Initiative

A "Customer" has designated you as an Authorized User for an ADRF Enclave—a secure, dedicated, and isolated project workspace that houses the Customer's Confidential Data. An "Authorized User" is an individual who has been granted access to an enclave by the Customer. The Customer has entered into a separate written Master Services Agreement with the Coleridge Initiative for the creation, configuration, and management of the ADRF enclave, which enables Authorized Users to access the Customer's Confidential Data.

Acceptance

By using the ADRF enclave, provided by a Customer, you, as an Authorized User, agree to be bound by these Terms of Use. These terms apply to you directly even though you may be working on behalf of a Customer. Prior to being granted access to the ADRF, you must acknowledge and accept these terms. Should you have any questions regarding these terms, please contact us at support@coleridgeinitiative.org.

The Coleridge Initiative reserves the right to amend these Terms of Use. Authorized Users will be required to agree to any updated terms upon their next login to the ADRF.

Terms

- Purpose Restriction:** As an Authorized User, you acknowledge and understand that you will have access to Customer Confidential Data. Your access to the ADRF is limited to the function and purpose set by the Customer. You further agree not to use the ADRF for any purpose beyond the function and purpose specified by the Customer.
- Compliance with Laws:** You agree to comply with all applicable laws and regulations concerning data privacy and protection, including but not limited to the Privacy Act (5 U.S.C. § 552a). This includes, but is not limited to, ensuring that all data handling practices within the ADRF adhere to standards that preserve the confidentiality and privacy of the data subjects.

Data within the ADRF may be subject to specific legal and operational regulations. Additional agreements, training, or other prerequisites may be necessary before gaining access to certain datasets. By accessing data within the ADRF, you agree to comply with all associated requirements and regulations.

3. **Content Use Restrictions:** You shall not at any time, directly or indirectly copy, modify, or create derivative works of the ADRF, the Enclave, Services or Product Documentation, in whole or in part.
4. **Distribution and Transfer Restriction:** You shall not at any time, directly or indirectly rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the ADRF, Services or Product Documentation.
5. **Protection of Proprietary Notices:** You shall not at any time, directly or indirectly remove any proprietary notices from the ADRF, the Enclave, Services or Product Documentation.
6. **Intellectual Property:** You shall not at any time, directly or indirectly use the ADRF, Enclave, Services or Product Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
7. **Ban on Reverse Engineering:** You shall not at any time, directly or indirectly reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the ADRF or Services, in whole or in part.
8. **Rules of Behavior:** You agree to comply with the following rules of behavior within the ADRF:
 - a. You will not share your ADRF login credentials with anyone.
 - b. You have read and agree to the rules for discussing data inside the ADRF.
 - c. You will promptly log out of your ADRF session when access is no longer needed.
 - d. You will not access the ADRF from a nonsecure environment.
 - e. You will not leave your computer unlocked and/or unattended while logged into the ADRF.
9. **Data export procedures:** All information, including but not limited to tables, code, visualizations, and statistical output, must undergo formal review and approval before it can be removed from the ADRF.
10. **Non-Disclosure:**
 - 10.1 You understand that CI continually obtains and develops proprietary and confidential information concerning its technical and business affairs, including without limitation, the ADRF (“Confidential Information”) which may become known to you in connection with your status as an Authorized User of the ADRF.
 - 10.2 “Confidential Information” shall mean all information (financial, technical or otherwise) in whatever form (written, oral or otherwise) that relates to the ADRF, CI or any of its clients or customers and which is disclosed to you or acquired by you in connection with your status as an Authorized User in any way concerning the trade secrets, projects, activities, business, clients, trade practices, know-how or affairs of CI or the ADRF or, in the case of CI, its parents, subsidiaries and affiliates and includes, by way of illustration, but not limitation (i) data and information provided to CI by its clients and customers, (ii) corporate information, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (iii) financial information, including status or content of licensing or other collaboration, cost and performance data, sources of supply, debt arrangements, equity structure, investors and holdings, purchasing, sales data, price lists and cost information; (iv) operational or technological information and any information constituting intellectual property, including trade secrets, scientific, clinical and regulatory information and data, research and development activities and results, specifications, compound designs or structures, procedures, know-how, show-how, formulas, discoveries, inventions, improvements, concepts and ideas and any works of authorship based on or derived from any of the foregoing items; (v) marketing information, including strategies, methods,

customers, prospects, or market analyses or projections, and the identities and special needs of the customers or suppliers of CI; and (vi) personnel information, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure (including equity grants), performance evaluations and termination arrangements or documents. Confidential Information shall also include any comparable information that CI has received belonging to others or which was received by CI with an obligation or understanding that it would not be disclosed.

10.3 You agree that, as between you and CI, all Confidential Information is and will be the sole and exclusive property of CI or one or more of its clients or customers, and their respective successors and assigns, even if such Confidential Information is not in the nature of a trade secret or otherwise marked confidential. You will not at any time, whether during or after the termination or cessation of his or her Business Relationship for any reason, reveal to any person, association or company any Confidential Information, even if not in the nature of a trade secret or otherwise marked confidential.

10.4 Confidential Information shall not apply to information that (A) was known to the public prior to its disclosure to you; (B) becomes generally known to the public subsequent to disclosure to you through no wrongful act of you or any representative of yours; or (C) you are required to disclose by applicable law, regulation or legal process (provided that you provide CI with prior notice of the contemplated disclosure and cooperates with CI at its expense in seeking a protective order or other appropriate protection of such information).

10.5 You acknowledge that all documents, records, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to you by CI or are produced by you in connection with your status as an Authorized User will be and remain the sole property of CI. Any property situated on CI's premises and owned by CI, including, without limitation, computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by CI at any time. You will return to CI all such materials and property as and when requested by CI. In any event, you will return all such materials and property immediately upon termination of your status as an Authorized User for any reason. You will not take, remove or retain any such material or property or any copies thereof upon such termination.

11. **Reporting Obligations:** Should you become aware of or suspect any usage of the ADRF that compromises the security of the data or violates the rules for discussing data within the ADRF, or if you inadvertently engage in such activities, it is your responsibility to report the incident promptly to support@coleridgeinitiative.org.
12. **Consequences of Violation:** You acknowledge that any breach of this agreement may result in immediate revocation of your ADRF access privileges and could potentially lead to further disciplinary or legal action including civil litigation and/or criminal prosecution, depending on the severity of the violation.
13. **Termination:** You acknowledge and accept that the Customer or Coleridge Initiative retains the right, at its discretion, to terminate, cancel, or suspend my access rights to the ADRF system at any time, without notice.

X

Signature
Title

Appendix G: Summary Report of Work Performed

Date:

Institution/Organization Name:

Coleridge Project/Contract ID:

Project Name:

Project Period of Performance:

Dates of service associated with this summary:

Brief Summary of work performed (please be sure to map to your SoW):

Total hours worked (if applicable):

People/Contractors participating in the service/work:

Is this work on target for completion? YES NO

- If you answered no to the question above, please explain.

Have there been any changes worth noting around the people, work or timeline for this project?

YES NO

Name of Person Responsible for Completing Summary Report

Date