

DATA SHARING AGREEMENT
BETWEEN
THE MARYLAND DEPARTMENT OF HUMAN SERVICES
AND
THE MARYLAND LONGITUDINAL DATA SYSTEM CENTER

This Data Sharing Agreement (“the Agreement”) is hereby entered into between the Maryland Department of Human Services (“DHS”) and the Maryland Longitudinal Data System Center (“MLDSC”) (collectively, “the parties”) on January ¹⁴____, 2021.

WHEREAS, in order to receive funds from the State Fiscal Stabilization Fund authorized by the American Recovery and Reinvestment Act of 2009, the State provided assurances to the federal government that it would develop a longitudinal data system;

WHEREAS, the Maryland General Assembly enacted Chapter 190 during its 2010 legislative session, establishing the MLDSC (Md. Code Ann., Educ. § 24-701, *et seq.*);

WHEREAS, the MLDSC has the legal authority to conduct analysis, research, and reporting, using de-identified student data pursuant to Md. Code Ann., Educ. § 24-703;

WHEREAS, DHS is the State agency serving as the primary social services provider to vulnerable children and adults with a central office and twenty-four (24) local departments of social services. DHS is comprised of the following units: Child Support Administration, Family Investment Administration, Social Services Administration, Maryland Commission for Women, and Two Generation Family Economic Security Commission (Md. Code Ann., Human Svs. §2-301).

WHEREAS, the Maryland General Assembly enacted House Bill 854 during its 2021 legislative session (2021 Md. Laws, Ch. 306) adding: (i) the Social Services Administration (“SSA”) within DHS to the entities required to provide data sets to the MLDSC (Educ. § 24-703(f)(1)(vii)), (ii) “child welfare data” to the definition of “student data” (Educ. § 24-701(g)(2)(xi)), and (iii) the Secretary of Human Services to the MLDSC’s Governing Board (Educ. § 24-704(b)(7));

WHEREAS, DHS has the authority to transfer child welfare data as student data to the MLDSC, and the MLDSC has the authority to de-identify that data and conduct analyses designed to answer policy questions approved by the MLDSC’s Governing Board and otherwise to carry out its statutory obligations; and

NOW, THEREFORE, in order to assist the MLDSC with meeting the statutorily defined objectives set forth in Md. Code Ann., Educ. § 24-701, *et seq.*, and in consideration of the terms set forth herein, the parties agree as follows:

Section 1 - Transfer of Student Data by DHS

As authorized under Md. Code Ann., Educ. §§ 24-701, 24-703, and 24-707, DHS shall provide data related to a child's experience with child protective services, family preservation services, and state-sponsored out-of-home services to the MLDSC. Student data, as defined at Md. Code Ann., Educ. §24-701(g)(2) includes child welfare data. Child welfare data includes:

- a. Out-of-home placement data, including:
 - i. Supervising jurisdiction;
 - ii. Removal reason;
 - iii. Characteristics at the time of removal;
 - iv. Return reason;
 - v. Placement start and end dates; and
 - vi. Placement type.
- b. Family preservation services data, including:
 - i. Supervising jurisdiction;
 - ii. Type of family preservation service; and
 - iii. Service start and end dates.
- c. Child protective services data, including:
 - i. Responsible jurisdiction;
 - ii. Type of child protective service response;
 - iii. Date on which child protective services responded;
 - iv. Alleged maltreatment type;
 - v. Disposition of an investigative response by child protective services; and
 - vi. Date on which child protective services completes a response.

DHS shall transfer the data pursuant to an implementation schedule established by the parties. The student data provided by DHS shall be used for the purpose of matching those records to other data sets provided to the MLDSC, and to carry out the statutorily authorized work of the agency.

Section 2 - Confidentiality and Security of Data

The student data provided by DHS under this Agreement shall be kept strictly confidential and may not be redisclosed either through direct data disclosures or by publishing results that allow individuals to be directly or indirectly identified. Further, the MLDSC will abide by rigorous procedures to protect the confidentiality and security of such data, including:

- (a) Following MLDSC's Data Security and Safeguarding Plan, Version 2.0 (December 13, 2013), and any subsequent versions or amendments thereto as approved by the Governing Board;

- (b) Using the transferred data only in the performance of official duties for purposes authorized by law and in accordance with this Agreement;
- (c) Storing the transferred data in a place physically secure from access by unauthorized persons;
- (d) Transferring and maintaining the data in an encrypted electronic format in such a way that unauthorized persons cannot obtain access to the transferred data by any means;
- (e) Undertaking the precautions necessary to ensure that only authorized staff members of the MLDSC are given access to the transferred data in accordance with the provisions of Md. Code Ann., Educ. §24-703(f) & (h);
- (f) Notifying and training all authorized staff of the MLDSC having access to the transferred data about the confidentiality and security requirements of this Agreement, State and federal confidentiality and privacy laws applicable to the data transferred under this Agreement, and the sanctions specified in State and federal law for unauthorized disclosure of information;
- (g) Requiring all authorized staff of the MLDSC who have access to the transferred data to sign an acknowledgement that they have been instructed in accordance with subsection (f) of this Agreement;
- (h) Maintaining a system sufficient to allow an audit of compliance with these security and confidentiality requirements, as outlined in the Data Security and Safeguarding Plan, Version 2.0 (December 13, 2013);
- (i) Allowing DHS the right to audit or otherwise monitor the data compliance and security policies, procedures, and systems of the MLDSC to ensure ongoing compliance with applicable State and federal laws;
- (j) Adhering to subsequent federal and State guidelines on data handling throughout the duration of this Agreement; and
- (k) Agreeing to report any infraction of these confidentiality and security provisions to DHS fully and promptly, no later than 24 hours from the time the MLDSC becomes aware of the occurrence of a breach.

Section 3 - Disposal of Transferred Data

The personally identifiable information (“PII”) within the student data transferred by DHS to the MLDSC will be disposed of after the expiration of a 20-year period from the date of receipt. The parties may mutually agree in writing to extend the period for additional periods based on the

continuing needs of the MLDSC. Any disposal of PII under this section shall be documented and notarized.

Section 4 – General Terms

- (a) This Agreement shall be effective when executed by all parties.
- (b) This Agreement may be terminated by:
 - (i) mutual agreement of the parties in writing; or
 - (ii) written notice by one party to the other party provided no less than 90 days prior to the intended date of termination, unless such termination is contrary to applicable law.
- (c) Failure of any party to adhere to and comply with confidentiality provisions shall be considered a breach and will result in the immediate suspension of this Agreement.

Section 5 - Modifications

Modifications to this Agreement shall be in writing and mutually agreed to by all parties.

Section 6 – Contacts

The following designated individuals shall conduct the administration and technical direction of this Agreement for DHS and the MLDSC:

For DHS:

Michelle L. Farr, Executive Director for Social Services Administration (SSA)
Maryland Department of Human Services
311 W. Saratoga Street
Baltimore, MD 21201

Hilary Laskey, Deputy Executive Director for SSA Operations
Maryland Department of Human Services
311 W. Saratoga Street
Baltimore, MD 21201

For the MLDSC:

Ross Goldstein, Executive Director
Maryland Longitudinal Data System Center
550 W. Baltimore Street
Baltimore, MD 21201

Section 7 - Approvals

The undersigned authorized officials commit their respective organizations to the terms of this Agreement.

For DHS:

DocuSigned by:
By: Lourdes Padilla Date: 2/1/2022
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Lourdes Padilla, Secretary of Human Services

Approved as to form and legal sufficiency:
DocuSigned by:
Kathy Crosby Date: 1/6/2022
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Assistant Attorney General

DocuSigned by:
Reviewed by: Michelle Farr Date: 1/14/2022
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Michelle L. Farr, Executive Director
DHS, SSA

DocuSigned by:
Reviewed by: Hilary Laskey Date: 1/13/2022
FAFB42326C39453...
Hilary Laskey, Deputy Executive Director
DHS, SSA-Operations

For the MLDSC:

DocuSigned by:
By: James Fielder Date: 1/6/2022
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James Fielder, Chair
MLDS Governing Board

Approved as to form and legal sufficiency:
DocuSigned by:
Ross Goldstein Date: 1/3/2022
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Assistant Attorney General

DocuSigned by:
Reviewed by: Ross Goldstein Date: 1/6/2022
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Ross Goldstein, Executive Director
MLDS Center