**Data Sharing Agreement Summary**

**Worksheet to Identify Parties of this Agreement**

*The chart below documents the roles and responsibilities of the parties included in the following Data Sharing Agreement regarding utilization of Registry functions and data use. All organizations that are included below must be identified in the Data Sharing Agreement, including contact information of key staff (page 8), and authorized signatories to the Data Sharing Agreement (page 9-10).*

Summary of Roles and Responsibilities by Area of the Registry and Participating Organization in this DSA

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Area of Registry Integration | Elements Included in this DSA | Name of Organization that Holds the Contract for the QCC/QRIS Database | Name of Primary Administering Organization  (and County, if multi-county agreement) | Name of Secondary Administering Organization(s), *if applicable (and County, multi-county Agreement)* |
| Registry QCC/QRIS Export File of Programs and Participants sent to QCC/QRIS Data System | X |  |  |  |
| QCC/QRIS Data System sends Active/Inactive Programs to the Registry | X |  |  |  |
| QCC/QRIS Data System sends qualification documentation to the Registry | X |  |  |  |
| Training Calendar Module | X |  |  |  |
| Stipend Module | X |  |  |  |
| QRIS Tool Access | X |  |  |  |

**Data Sharing Agreement**

**between**

**California Early Care and Education Workforce Registry/Child Care Alliance of Los Angeles and**

**[COUNTY] for [Project(s)] for XXXX to XXXX, see [Attachments A, Band C]**

[Project(s)](“[COUNTY], the Child Care Alliance of Los Angeles (“CCALA”), the administrator of the California Early Care and Education Workforce Registry (“the Registry”) enter into this Agreement to support **[COUNTY] [Project(s)]** effective **MM/DD/YYYY.**

**Overarching Goal**

The goal is for the California Early Care and Education (ECE) Workforce Registry (hereafter the Registry) to serve as a mechanism for generating, maintaining and disseminating staff data and information about the professional development, educational accomplishments, and employment of the ECE workforce. As a centralized data system, the Registry will increase the accessibility and uniformity of data; reduce the burden related to data collection, entry and processing; minimize administrative duplication; and facilitate analysis and reporting. The goal of the collaboration between the Registry and [COUNTY], (hereafter [COUNTY]) will be to address the **varied workforce related information needs and reporting requirements** of the [Project(s)] program.

**Purpose of this Agreement**The purpose of this Data Sharing Agreement (hereinafter, “Agreement”) is to clearly articulate and have a shared understanding of:

1. The data that will be shared between parties;
2. How the data will be used by each party;
3. How and when the data will be shared

**Areas of Agreement**

The parties above have a shared agreement regarding the following areas:

1. Use the Registry for assessment, documentation, and tracking of the qualifications of staff at participating [Project(s)] sites.
2. Use the Registry Stipend Module to track participation and qualification of [Project(s)] participants
3. Use the Registry to track [Project(s)] staff participation through the QRIS Registry export to identified QRIS System – [Project(s)] on a nightly basis.
4. Use identified QRIS System to track participating [Project(s)] site data through an export to the Registry on a nightly basis.
5. Extract source documents from identified QRIS System to the Registry, one time only (if Applicable), this includes; documents such as transcripts, CA Child Development Permits, or professional development certificates of completion.
6. Transmit qualification documents via cloud service, such as Box, to be processed by Registry Office Staff.
7. Use of staff qualification and professional development data provided by the Registry to determine points awarded for staff qualifications (Core II and III) when calculating overall tiers.
8. Use the Registry to access aggregate compensation data through the Participant Demographics Report.
9. Anticipated number of participants that will have qualification documents processed by all participating workforce initiatives and/or are employed in participating in local Quality Counts California program:

Anticipated Participants by Auspice and Fiscal Years 20-23

|  |  |  |  |
| --- | --- | --- | --- |
| **Fiscal Year** | **FCC** | **Center** | **Total** |
| 20-21 |  |  |  |
| 21-22 |  |  |  |
| 22-23 |  |  |  |
| **Total** |  |  |  |

**Roles and Responsibilities**

The roles and responsibilities regarding the Areas of Agreement stated above are outlined in **Attachment A** which details the responsibilities of the parties to this agreement regarding participating [Project(s)] site staff qualifications and professional development data collection processes, data verification and entry, and data tracking, exporting, and transfer.

**TERM**

This Agreement shall be in effect **MM/DD/YYYY** and will remain in effect as long as mutually agreed on by both parties.

**DATA QUALITY**

The Registry agrees to ensure the quality of any data transferred from the Registry per Registry policies and procedures.

**DATA CONFIDENTIALITY**

The parties of this agreement will maintain the confidentiality of any and all data exchanged by each as a part of this Agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent Agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the data processed, stored, or transmitted under this agreement, the parties’ institutions shall establish a system of safeguards that will at minimum include the following:

1. Procedures and systems that ensure all records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the Agreement. All data transfers are done in a secure, encrypted manner between the Registry and [COUNTY].
2. [COUNTY] agrees to ensure that all data transferred from the Registry will remain confidential.
3. All designated staff at the institutions involved in the handling, transmittal, and/or processing of data as part of this Agreement, as well as all subcontractors and partners responsible for coaching, professional development, rating/assessment and research, are bound under this Agreement to maintain the confidentiality of all related personally identifiable information.
4. Procedures and systems shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.
5. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.
6. Procedures and systems that ensure that all confidential staff data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
7. Agree to adhere to [Registry Privacy Policy](https://caregistry.org/_documents/Revised%20Registry%20PrivacyPolicy_ENGLISH_FINAL_4.4.18.docx).
8. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential participant data comply with all provisions and any California law relating to the privacy rights of participants, such as but not limited to, theInformation Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this Agreement.
9. Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system. ([California Civil Code s. 1798.29(a)](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1798.29).

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

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 as approved in an executed Data Use Agreement, or otherwise authorized in writing by the Registry. 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 Agreement and to those individuals only. [COUNTY] understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the Registry to any other party not subject to this Agreement without the prior written consent, and the Registry understands and agrees that it will not use the information for any purpose other than the purposes for which the disclosure was made.

1. **Data to Be Shared**

The data to be shared by the Registry with [COUNTY] includes the data fields/sets contained in the [Project(s)] template (Attachment B and C)

1. **Permissible Data Use**

Data may be used by [COUNTY] in the calculation of Tier Ratings for sites participating in [Project(s)]. Additional permissible uses include using course, degree, Child Development Permit and/or PD data for [Project(s)], quality improvement technical assistance activities such as:

* To inform Workforce coaches when working with individual staff members at a particular site.
* To inform [Project(s)] professional development needs of participants.
* To inform Early Care and Education Planning Council data analysis.
* To inform local [COUNTY] QRIS funders
* To inform overall [Project(s)] reporting to CDE.
* To increase site administrators’ awareness of the qualifications of their staff and how it affects their overall rating.
* To increase [Project(s)] administrators understanding and/or ability to report on characteristics of the workforce in participating sites.
* To inform in [Project(s)] evaluation effects.

Data will be used by the Registry for overall Registry reporting to the California Department of Education (CDE), First 5 California, and other funders as needed, including others per this agreement including:

* Aggregate early childhood education workforce education levels and employment (positions, retention, compensation)
* Aggregate early childhood education workforce training participation

1. **When and How Data Will Be Shared**

[Project(s)] participants will be required to establish a Registry profile and will submit transcripts, permits, and credentials, as applicable, to the Registry as verifiable evidence of their qualifications. Documents submitted will be processed by Registry staff per Registry data entry protocols and per an agreed upon process and timeline.

Data will be shared with [COUNTY] via an automated upload from an export file, formatted and aligned with QRIS System fields, (see Attachment B) through a secure intermediary server, to populate staff qualification fields in identified QRIS System. The automated process will occur nightly using secure data sharing protocols and processes.

The Registry will participate in a one-time transfer from identified QRIS System to the Registry. The Registry will pull source documents from participants.

1. **Termination**

In the event of the termination of the Agreement between the Registry and [COUNTY] or otherwise specified in the Agreement, automated transfers of data to [COUNTY] will cease at a mutually agreed upon date and no later than 30 days from the termination.

**INDEMNIFICATION**

Each party to this Agreement agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorney’s fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Agreement (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to this Agreement. This provision shall only apply to disputes between parties to this Agreement and third parties. This provision shall not be limited to the availability or collectability of insurance coverage.

**INSURANCE**

1. Each party to this Agreement shall procure and maintain at its sole expense and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to the other parties, insurance as required below for the duration of this Agreement and any extended period specified. All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less than A: IX.
2. Minimum Scope and Limits of Insurance
3. Commercial General Liability Coverage, “occurrence” form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than $1,000,000 per occurrence and an annual general aggregate limit not less than $2,000,000.  The policy shall be endorsed to name the other parties, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.
4. Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $500,000 per accident.
5. Endorsements

Each party shall furnish the other parties with certificates of insurance evidencing insurance coverage for commercial general and workers’ compensation, with an additional insured endorsement showing that the other parties are named as additional insureds as to commercial general liability.  The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Agreement. The certificates of insurance and endorsements are to be received by the other parties within thirty (30) calendar days of full execution of this Agreement. Each party reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance for [COUNTY] shall be, e-mailed to Rica.Yan@ccala.net, or mailed to:

**Child Care Alliance of Los Angeles**

**Attn: Rica Yan**

**815 Colorado Boulevard, 4th Floor**

**Los Angeles, CA 90041**

1. Other Insurance Provisions

Each party shall cause its insurance policies to be amended to state the following:

1. Each party’s insurance coverage shall be primary insurance with respects to the other parties. Any insurance or self-insurance maintained by each party shall be in excess of the other party’s insurance and shall not contribute to it.
2. All rights of subrogation against the other parties for injury (including death), damage or loss arising from performance or nonperformance of the parties pertaining to this Agreement are waived.
3. Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the parties.
4. Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that [COUNTY] is continuously in possession of evidence of the Contractor’s insurance in accordance with the foregoing provisions.

**CONTACTS**

The following person(s) will serve as primary contact(s) at the [COUNTY] and the Registry for matters relating to the management of Registry data:

|  |  |
| --- | --- |
| **County Agency(ies)** | **Child Care Alliance of Los Angeles** |
| **[Contact]** | **Elise Crane**  Director  CA ECE Workforce Registry  [Elise.Crane@ccala.net](mailto:Elise.Crane@ccala.net) |

The following person(s) will serve as primary contact(s) at [COUNTY] and CCALA for matters relating to the administration of this Agreement:

|  |  |
| --- | --- |
| **[COUNTY]** | **CCALA** |
| **[Contact]** | **Elise Crane**  Director  CA ECE Workforce Registry  Elise.Crane@ccala.net  **Fiona Stewart**  Program Director  CA ECE Workforce Registry  Fiona.Stewart@ccala.net |

**EXECUTION**

Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

**SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

**WAIVER**

Waiver by any signatory to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.

**DISPUTE RESOLUTION**

Any dispute between the Parties regarding the interpretation or performance of this Agreement will be addressed by CCALA and [COUNTY].

**TERMINATION AND MODIFICATION OF THIS AGREEMENT**

[COUNTY] and the Registry may amend this Agreement by mutual consent, in writing, at any time. This Agreement may be terminated at any time by either party with thirty (30) days’ written notice.

**SIGNATURES**

By the signatures of their duly authorized representatives below, [COUNTY], CCALA and the Registry agree to all of the provisions of this Agreement and execute this Agreement effective with this signing.

**For [COUNTY]:** **For CCALA:**

[NAME] **Date:** Cristina Alvarado **Date:**

[EXECUTIVE DIRECTOR/EQUIVALENT] Executive Director

[AGENCY NAME] Child Care Alliance of Los Angeles

[AGENCY MAILING ADDRESS] 815 Colorado Boulevard, 4th Floor

AGENCY CITY, STATE ZIP CODE Los Angeles, CA 90041

| **AREA OF AGREEMENT** | **REGISTRY (CCALA)**  **Child Care Alliance of Los Angeles-CA ECE Workforce Registry and [COUNTY]**  **ROLES AND RESPONSIBILITIES** | **[PRIMARY COUNTY PARTNER ADMINISTERING]** | **[ADDITIONAL COUNTY PARTNER ADMINISTERING]** | **[ADDITIONAL COUNTY PARTNER ADMINISTERING]** | **CURRENT STATUS**  **ATTACHMENT A** |
| --- | --- | --- | --- | --- | --- |
| 1. Assess, document, and track, participating [Project(s)/QRIS] staff qualifications | **R.A.1.** Work with [COUNTY] and program partners to determine staff qualification documentation andtransfer processes including what data shall be shared, how and when it will be shared, and how data will be used. | **[COUNTY]. A.1.** Work with CCALA-Registry and [Project(s)] partners to determine staff qualification tracking processes including what data shall be shared, how and when it will be shared, and how data will be used. |  |  |  |
| **R.A.2.** Help to Identify requirements to modify the Registry in order to facilitate [Project(s)] use and generate QRIS data export; if applicable. | **[COUNTY]. A.2.** Serving as the liaison between the Registry and QRIS System and help to identify requirements to modify QRIS System, if applicable. |  |  |  |
| **R.A.3.** Work with the developer to modify the Registry as needed, if applicable. | **[COUNTY]. A.3.** Provide site data fields needed for Tier rating; Identify other fields or functions needed for other purposes such as professional development (PD) tracking. |  |  |  |
| **R.A.4.** Contribute to the development of process maps and Standard Operating Procedures (SOP) for assessing [Project(s)] site staff qualifications as they pertain to the Registry. | **[COUNTY]. A.4**. Contribute to the development, review and approval of process maps and Standard Operating Procedures (SOP) documents Specific to [Project(s)] /QRIS. |  |  |  |
| **R.A.5**. Provide technical assistance to identified county level staff/lead(s) supporting participating sites to promote/assist with Registry profile creation and ongoing participation. | **[COUNTY]. A.5.** As [Project(s)] lead agency, require Registry use and support inclusion of the Registry in outreach efforts. **[COUNTY].** |  |  |  |
| **R.A.6.** Support the development of language about the Registry in information with introductory welcome letter developed by [COUNTY]. | **A.6.** Send out Registry information with introductory welcome letter. Refer to Registry staff for technical assistance as needed. |  |  |  |
| **R.A.7**. Collect and process educational documents and data entry based on CCALA policies and procedures and per agreed upon document collection process for [COUNTY]/QRIS. | **[COUNTY]. A.7**. Outreach to participating sites with reminders to create/update a Registry Profile and submit qualification documents per agreed upon process with CCALA/Registry |  |  |  |
| B. [Project(s)] use of staff qualification and professional development data provided by the Registry to determine points awarded for staff qualifications (Core II & III) to calculate overall tiers | **R.B.1.** Process qualification documents per agreed upon process and timeframe. | **[COUNTY]. B.1.** Receive staff qualifications, via automated nightly import into QRIS System, following data security protocols per agreed upon process and timeframe |  |  |  |
| **R.B.2.** Provide data on staff qualifications to [Project(s)] administrators per agreed upon process and timeframe. | **[COUNTY]. B.2.** Require participants to submit documentation of education, certification and training participation |  |  |  |
| C. Registry documentation and tracking of participation in [Project(s)] approved training | **R.C.1.** Provide verified professional develop hours documented in the Registry by approved professional development organizations. | **[COUNTY]. C.1.** Receive staff qualifications, via automated nightly import into QRIS System, following data security protocols |  |  |  |
| **R.C.2.** Continue to collect and enter cumulative training hours into the Registry of professional development certificates submitted by Registry participants. | **[COUNTY]. C.2.** Identify [Project(s)] approved trainings or provide criteria for acceptable trainings |  |  |  |
| **R.C.3.** Process professional development certificates that are specifically required by **[County]**/QRIS. | **[COUNTY]. C.3.** Require that documentation of training participant be submitted |  |  |  |
| **R.C.4.** Continue to encourage Registry participation of [Project(s)] training partners towards goal of automated and verified training participation data collection in the Registry. | **[COUNTY]. C.4.** Encourage Registry participation of locally funded professional development organizations |  |  |  |
| **R.C.5.** Provide T/A on timelines and integration efforts. | **[COUNTY]. C.5.** Develop timelines and processes for integrating [Project(s)] professional development system into the Registry. |  |  |  |
| D. Use the Registry to assess, document, track participating [Stipend/AB212] Stipend Participation and verify participant qualification documents. | **R.D.1.** Set-up initial Stipend Module for county, including assignment of Stipend Administrator(s). | **[COUNTY]. D.1.** Submit the application for Stipend Module based on program requirements outlined in the Stipend Module Prep Document, including assignment of Stipend Module Administrator(s). |  |  |  |
| **R.D.2.** Provide training to identified Stipend Administrator(s) on Stipend Module use. | **[COUNTY]. D.2.** Participate in training for the Stipend Module. |  |  |  |
| **R.D.2.** Identify requirements to work with the developer to modify the Registry Stipend Module as needed, if applicable. | **[COUNTY]. D.2.** Work with the Registry to identify modifications, if applicable. |  |  |  |
| **R.D.3.** Support the development of process maps and Standards of Operation Procedures (SOP) for using the Stipend Module for [Project(s)]. | **[COUNTY]. D.3.** Develop, review and approve process maps and Standard of Operation Procedures (SOP) specific to use of the Stipend Module for [Project(s)]. |  |  |  |
| **R.D.4.** Provide technical assistance to County level staff/lead(s) supporting stipend participants and/or participating sites to promote/assist with Registry profile creation and ongoing verification of employment on the Registry. | **[COUNTY]. D.4.** As the[Project(s)] lead agency, require Registry use and support inclusion of the Registry in outreach efforts. Refer to Registry staff for technical assistance as needed. |  |  |  |
| **R.D.5.** Collect and process educational data based on CCALA policies and procedures and per agreed upon document collection process of stipend participants for [Project(s)]. | **[COUNTY]. D.5.** Outreach to participants with reminders to develop and activate a Registry profile, maintain current personal and employment, and submit documents per agreed upon process with CCALA/Registry. |  |  |  |

**ATTACHMENT B**

**The California Early Care and Education Workforce Registry**

**[COUNTY]-QRIS Data Fields/Sets**

Specified Fields and Excel Template will be provided with signed Data Sharing Agreement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **General** | | | | |
| Agency Name | Phone Number | Fluent Languages | Facility address | Employment start date |
| Staff ID /Registry Participant ID | Email Address | Job Title | Facility address (2) |  |
| First Name | Gender | Employer Name (Agency Name) | Facility City |  |
| Middle Name | Ethnicity/Race | Employer AKA (or abbreviation) | Facility State |  |
| Last Name | Language (1) / Primary Language | Facility/Program Registry ID # | Facility Zip |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Gender** | **Race** | **Languages** | **Occupations** |
| Gender ID pk  (Numeric 1-5) | Race ID pk  (Numeric 1-11) | Language ID pk  (Numeric 1-38) | Occupation ID  (Numeric 1-50) |
| Gender Name | Race Name | Language Name | Occupation Name |

|  |  |  |  |
| --- | --- | --- | --- |
| **Degrees** | **Permits and Credentials** | **Training** | **Credit Courses** |
| User ID | User ID | User ID | User ID |
| User Degree ID | Record ID | User Training ID | UCC ID |
| Degree Category | Education Name | Event Type | Course Number |
| Degree Level | Document # | Training Code | Course Designated Name |
| Degree Name | Issue Date | Training Name | Completion Quarter |
| Degree Issued By | Expiration Date | Training Hours | Completion Year |
| Degree Award Date |  | Completion Date | Course Units |
| Total Degree Credits |  | Primary CKAID | Content Type |
|  |  |  | Permit Type |
|  |  |  | Specialization |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Completion Quarter** | **Content Type** | **Event Type** | **Primary Core Knowledge Area (CKA)** |
| Season ID | Content Type ID | Training Events Type ID | CKA ID |
| Season Name | Content Type Name | Event Type | CKA Name |

**The California Early Care and Education Workforce Registry**

**Stipend Module**

The Registry Stipend Module Prep Document, [click here](https://childcareallianceoflosangeles.box.com/s/pje2wp8v9fa2qyue9oqvm6stko6fa0gu), includes a link to the Stipend Module Application for County Administrators, application fields, the information needed to set up the Stipend Module, and the reports currently available in the Stipend Module and data fields.