

DATA SHARING AND USE AGREEMENT

BETWEEN

ARIZONA DEPARTMENT OF EDUCATION

AND

MATHEMATICA POLICY RESEARCH, INC.

THIS DATA SHARING AND USE AGREEMENT (“DUA”) is entered into by and between the Arizona Department of Education (“ADE”) and Mathematica Policy Research, Inc., (“Mathematica”), both referred to hereinafter as “the Parties”. This DUA stipulates the conditions upon which ADE will provide confidential information to Mathematica for use in performance of **The National School Lunch Program (NSLP) Direct Certification Improvement Study**.

**BACKGROUND.** The NSLP Direct Certification Improvement Study is being conducted by Mathematica with funding from the U.S. Department of Agriculture, Food and Nutrition Service (FNS). The purpose of this study is to describe current direct certification processes and procedures employed by States and districts; to explore the relationship between these methods and overall direct certification performance measures; and, to identify steps for continuous improvement in data-matching techniques and tools to increase matching rates, no matter the direct certification method employed. The NSLP Direct Certification Improvement Study is being conducted in all fifty States, as well as the District of Columbia and Guam. Seven States, including Arizona, have been specifically selected for on-site in-depth case studies to provide a greater understanding of the direct certification practices involved. In each of the seven participating States, Mathematica will conduct site visits to interview program and technical staff involved in direct certification at the State and district levels, while also visiting two school districts for a site visit and interview. Other districts will also be randomly selected for participating in the unmatched records analysis component of the study. The study team will gather technical information about data-matching system characteristics; probe the potential use of Medicaid data for direct certification; and explore the issues, challenges, and potential solutions to barriers that impede efforts to directly certify all eligible SNAP participants.

Under the Richard B. Russell National School Lunch Act, 42 USC §§ 1751 et seq., and the Child Nutrition Act of 1966, 42 USC §§ 1771 et seq., FNS has authority to conduct this study under its responsibility for the development and implementation of national policy for the National School Lunch Program, including the promulgation of regulations, monitoring State operations, review and reimbursement of State and local expenditures, and program evaluations. Likewise, under the Healthy, Hunger-Free Kids Act of 2010, P.L. 111-296 (42 USC § 1769(d)), all FNS programs including NSLP are expected to cooperate with program research and evaluation activities such as the NSLP Direct Certification Improvement Study.

**TERM OF THE AGREEMENT.** This Agreement is effective as of the date signed below and shall terminate when Mathematica submits a Certification of Destruction to ADE, as set forth in the Data Disposition provision below, unless otherwise agreed-to in a writing signed by both Parties.

**INFORMATION TO BE PROVIDED.** ADE agrees to provide Mathematica with one data file that includes Supplemental Nutrition Assistance (SNAP) and Temporary Assistance to Needy Families (TANF) program data that are used in the initial match (or as close to the initial match as possible) with student enrollment data. ADE provides this data to Mathematica in accordance with the Family Education and Privacy Rights Act and its implementing regulations. 20 U.S.C. §1232g and 34 CFR Part 99.35. The SNAP/TANF file will include all children receiving SNAP and TANF benefits, the specific data elements used in the match process, as well as indicators for whether the children were matched or unmatched in the direct certification process. The data will be provided to Mathematica no later than March 31, 2013.

**USE OF THE DATA PROVIDED.** Mathematica will use the information provided by ADE as specified in this Agreement solely for the purpose of analyzing SNAP and TANF data used to directly certify children for free school lunches in the NSLP program for the USDA Food and Nutrition Service. The analysis will consist of evaluating students who have been matched through direct certification, and those who have been left unmatched, utilizing the key information (data elements used in match process) obtained from SNAP and TANF program data.

Mathematica will collect SNAP and TANF participant data from the in-depth case study States and perform a descriptive analysis of the unmatched participant population. Mathematica will also conduct a thorough analysis of all primary and extant data assembled for this project. The resulting analysis will be synthesized in a final report that will provide an updated nationwide profile of direct certification methods, direct certification rates by method, trends, process improvements, and a discussion of barriers and challenges encountered. Further results of the analysis will be a metadata repository prototype that will serve as a "one-stop" for the most up-to-date information on data-matching information systems and database characteristics to facilitate improved direct certification systems in each State and LEA. Also, a separate report will describe the unmatched SNAP records from in-depth study States, and detail an independent match of SNAP records used for direct certification with children listed on categorically approved applications, which will be obtained from randomly selected school districts in each study State. This analysis will examine the limitations of direct certification and explore the reasons for nonmatches. Lessons learned from these analyses may also be incorporated in model continuous improvement plans. Mathematica may publish the data in aggregate form and in public use files, provided the data are aggregated in a manner that does not reveal the identity of any individual or employer. Mathematica agrees not to make any other use of the information other than as specified in this Agreement.

**TRANSMISSION OF INFORMATION.** ADE agrees to provide Mathematica with the information specified in this Agreement by secure file transfer through a Hypertext Transfer Protocol Secure (HTTPS) Site, or other means deemed acceptable by ADE and Mathematica.

**CONFIDENTIALITY ASSURANCE.** Mathematica shall adhere to all federal statutes, rules and regulations governing disclosure of information and confidentiality. Mathematica agrees not to disclose or release in any manner information that may reveal the identity of an individual, except as may be required by law. Furthermore, Mathematica hereby attests that it has internal security measures sufficient to protect the confidentiality of this information and to restrict access to the information to only those who have a valid need to access the information.

**PROPRIETORSHIP OF INFORMATION.** The data or information provided by this Agreement remains the property of ADE. ADE retains the right to request that Mathematica return to ADE the data or information, in the same form or manner as provided to Mathematica. ADE will provide such notice in writing and will afford Mathematica at least thirty (30) days after receipt of notice to return the data or information.

**DATA DISPOSITION.** Within thirty (30) days of the completion of the NSLP Direct Certification Improvement Study or no later than May 30, 2014, Mathematica shall destroy any data containing identifying information and submit a Certificate of Destruction to ADE.

**RIGHT TO AUDIT.** Mathematica agrees to the rights of ADE and its personnel to visit sites where data are sent or used and determine through interviews, observations and other investigative techniques that data are being used and protected according to this Agreement.

**HOLD HARMLESS.** Mathematica shall indemnify, defend, and hold harmless ADE, its officials and employees, agents and subcontractors, from and against all claims, suits, actions, or damages (including reasonable attorneys' fees and cost) arising from the wrongful disclosure, negligence or omissions of Mathematica, or any employees or agents thereof, while performing under this Agreement.

**POINTS OF CONTACT.** Each Party hereby designates in writing one or more individuals within their own organization as their point of contact responsible for managing performance of the Parties' necessary functions and responsibilities under this Agreement.

(a) For ADE: (name, phone number, email address)

Carrie O'Brien, ADE FERPA Officer, 602-542-3378,  
carrie.o'brien@azed.gov  
Ed Jung, ADE Data Officer, 602-542-3545, ed.jung@azed.gov

(b) For Mathematica: (name, phone number, email address)

Brandon Kyler, 609-716-4381, [bkyler@mathematica-mpr.com](mailto:bkyler@mathematica-mpr.com)

Kevin Conway, 609-750-4083, [kconway@mathematica-mpr.com](mailto:kconway@mathematica-mpr.com)

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile, addressed to a party at the address identified in this data sharing and use agreement.

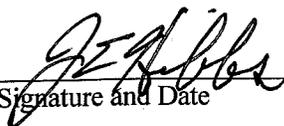
**MODIFICATION OF AGREEMENT.** This Agreement may be modified at any time by mutual consent of the parties. All modifications will be in writing and signed by the parties. All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by all parties.

**COMPLETE AGREEMENT.** This Agreement contains all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Data Sharing and Use Agreement to be executed by their duly authorized representatives:

**ARIZONA DEPARTMENT OF  
EDUCATION**

**MATHEMATICA POLICY RESEARCH,  
INC.**

 3/15/13  
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Signature and Date

 3/14/2013  
\_\_\_\_\_  
Signature and Date  
Julius Clark  
Deputy Director of Contracts  
\_\_\_\_\_  
Name and Title

*J. Elliott Hibbs, Deputy Superintendent*  
\_\_\_\_\_  
Name and Title