

Inter-Agency Data Exchange Agreement

This Inter-Agency Data Exchange Agreement (hereafter referred to as “Agreement”) is in furtherance of Executive Order No. 114 of 2008 (Attachment A), issued by the Mayor of the City of New York which established HHS-Connect to facilitate data integration and exchange between existing agency-based information management systems in accordance with all applicable federal, state and local laws, and regulations.

Whereas, in support of Executive Order No. 114, the Agreement sets forth a common set of terms and conditions in support of secure interoperable data exchange between and among health and human services agencies and related agencies.

Whereas, the undersigned agencies have agreed to receive and/or provide data from the data source systems below and have, jointly with HHS-Connect, established applications and infrastructure with which to share data to improve services to the citizens of New York City.

Whereas, the undersigned agencies recognize that many New Yorkers qualify for and participate in multiple City programs. Leveraging advances in modern technology will break down information silos and:

- Improve client outcomes
- Increase reliability of data
- Reduce duplication of client data
- Improve integration of client services
- Promote a client-centric approach to service delivery
- Improve accessibility and management of information
- Improve program effectiveness, performance, and accountability

The Data Source systems currently available through HHS-Connect are as follows:

- 1) New York City Administration for Children’s Services (ACS) - Automated Child Care Information Systems (ACCIS)
- 2) New York City Department of Finance (DOF) – Senior Citizen Rent Increase Exemption System (SCRIE)
- 3) New York City Department of Homeless Services (DHS) - Client Tracking System (CTS)
- 4) New York City Housing Authority (NYCHA) - Tenant Data System (TDS)
- 5) New York City Human Resources Administration (HRA)
 - Enterprise Data Warehouse (HRA EDW) – Food Stamp, Public Assistance, Medicaid
 - HRA Document Management Repository

I. DEFINITIONS/DEFINED TERMS

Authentication Authentication is the process by which a user accessing a system demonstrates that he or she is in fact an entity that is associated with an identity previously registered in the system. Authentication does not apply solely to users; it can also be applied at the system or service level (e.g., by user group, agency) and can be used to identify one system or service to another.

Authorized User The term Authorized User is used to identify individuals approved and designated to access Worker Connect. Authorized Users receive rights to access Worker Connect from their individual Participant Agency which is solely responsible for the provisioning and de-provisioning of its employees. In granting access, such Participant Agency affirms such individuals are authorized to access information based upon their functions and responsibilities consistent with their participation in HHS-Connect and approved business use cases.

Business Use Case A business use case includes a description of the functions and responsibilities of an agency, division and/or unit, the information requested and the purpose and intended use of the information. A business use case may include, but is not limited to: (i) a brief description of each user group's business function within its agency, including key roles and responsibilities of staff; (ii) individual scenarios describing how staff would make use of the data within their current business processes (i.e., how workers currently access this data, if applicable, and the manner in which the data is currently used); (iii) the purpose for which the data would be used; and (iv) a description of the added value and benefit of accessing the requested data. Each use case also includes an associated list of relevant data sources, data categories, and/or documents supporting use case scenarios.

Common Client Index (CCI) CCI contains demographic information about a client and has links to all of the data source systems that contain information or documentation about that client. The CCI enables the matching of client records across different Participant data source systems. The CCI facilitates the automation of the client match process based on predefined rules and establishes logical links for the matched records.

Data As used in this Agreement, data shall mean any and all information that is transmitted via HHS-Connect, including documents.

Data Protection Multiple technologies have been deployed with data protection capabilities including, but not limited to: 1) specific access controls; 2) field by field redaction; 3) upstream and downstream filtering; 4) encryption; and 5) filtering logic to restrict quantity of data provided.

Data Provider Data provider means a Participant that provides information from specified data source systems to HHS-Connect applications and infrastructure for use through the CCI, the Document Management Federation, and/or Worker Connect. These can be data source systems both within and outside the HHS domain (including, but not limited to systems/applications of other entities such as federal, state and local or other entity systems/applications).

Data Recipient shall mean a Participant Agency and its specific Authorized User groups,

each of which have been approved to access information from a Participant Data Provider's data source system.

Data Source Systems shall mean individual data source system(s) from Participant Data Providers. This Agreement acknowledges and anticipates that additional data source systems will be added in support of the continued development of HHS-Connect. These may be agency systems within and outside the HHS domain or other state or other governmental or other entity systems/applications that will provide data to the CCI.

Document Management Document Management provides the capability to retrieve client provided documents from participating agency repositories. The Document Management system integrates technology, access controls, and taxonomy to provide an integrated view of documents provided through HHS-Connect.

DoITT The Department of Information Technology & Telecommunications.

Executive Steering Committee (ESC) The ESC, established by the Office of the Deputy Mayor for Health and Human Services, serves as the governance body for facilitating collaboration and providing project guidance.

HHS-Connect A Program established pursuant to Executive Order No. 114 to facilitate data integration and exchange. HHS-Connect is a technology solution that connects clients, agencies, and providers utilizing ground-breaking and innovative technologies to improve the City's ability to serve its population.

HHS-Connect CIO HHS Connect CIO acts in the capacity of CIO for Health and Human Services and as Executive Director of HHS-Connect.

HHS Agencies Referred to collectively as "HHS Agencies" in Executive Order No. 114 as among the agencies providing health and human services: Administration for Children's Services; Department for the Aging; Department of Correction; Department of Health and Mental Hygiene; Department of Homeless Services; Department of Juvenile Justice; Department of Probation; Health and Hospitals Corporation; and Human Resources Administration.

Participant shall mean a Data Provider and/or Data Recipient participating in HHS-Connect. DoITT is a Participant Agency for the sole purpose of maintenance of the systems of HHS-Connect.

Permitted Uses Access and use of data provided as part of HHS-Connect are restricted to Authorized Users of Worker Connect. Data shall be held confidential and shall only be used for authorized purposes directly related to the carrying out of Authorized Users' functions and responsibilities consistent with their agency's participation in HHS-Connect, as documented in Data Recipient's business use case(s).

Provisioning Provisioning refers to Participant Data Recipient agencies providing access

privileges to Worker Connect to Authorized Users.

Role Based Access refers to a method for enforcing access to system functionality and data sets based on the roles individual users play as part of an organization. The method of assigning access, also known as Role Based Access Control (RBAC), uses roles defined to correspond to various job functions.

User Group A unit/division within a Participant Data Recipient Agency authorized to access information from Participant Data Provider data source systems. Access is based upon approval from Data Provider's counsel in accordance with all applicable laws and regulations.

Worker Connect A web-based system that enables Authorized Users to access multiple data sources through one point of entry. The system is a secure system where a single query can gather information from many different data sources and display the information in a user friendly format. Worker Connect consolidates data from CCI, Document Management system, and data source systems.

II. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions of use of data shared through HHS-Connect applications and infrastructure to ensure the effective and secure exchange of data.

III. TERMS AND CONDITIONS

A. *This section establishes the terms and conditions related to Participant Agency responsibilities regarding the provision of data by Data Providers, and the access and use of data by Data Recipients, shared through Worker Connect and any other HHS-Connect applications and infrastructure as specified.*

The undersigned Participants to this Agreement agree to the following terms and conditions:

1. Each Participant shall provide, access, and/or use the data only for permitted purposes consistent with all applicable federal, state and local laws, rules and regulations, and consistent with such participant's participation in HHS-Connect.
2. Each Data Provider shall have sole discretion to determine rights of access to data elements contained within its data source system(s) based upon applicable laws, rules, regulations, and policies. Further, each Data Recipient shall have sole discretion to add additional access restrictions, beyond any imposed by data providers, and based upon applicable laws, rules, regulations, and business policies.
3. Each Participant is responsible for protecting the confidentiality of client information and shall take all reasonable steps to maintain the security of shared data. Further, each Participant is responsible for overseeing the actions of its employees with respect to the provision, use, and access of the data that is shared pursuant to this Agreement.
4. Each Participant agrees that its employees will conduct business consistent with their authorization(s) to participate in HHS-Connect and further agrees to take appropriate disciplinary action where such authorization has been violated and/or misused.
5. Each Participant agrees that all sharing of data shall be in accordance with all applicable laws, rules and regulations, and shall be in furtherance of its programs and/or to advance the common program purpose of Executive Order No. 114.
6. Each Participant is responsible for the maintenance of its own data system.
7. Each Participant will be limited to the modification of only its data. There is no functionality that will permit modification of another Participant's data.
8. Each Participant acknowledges that Participant access and use policies may differ among Participants as a result of differing applicable laws, rules, regulations, and business practices.
9. Agencies providing data make no representations about the accuracy, validity, or authentication of their data.

10. Participants shall immediately remove an Authorized User's access to HHS-Connect if the Authorized User no longer qualifies as an Authorized User due to improper use and/or disclosure.
11. Participants shall immediately remove an Authorized User's access to HHS-Connect if such Authorized User's role and responsibilities change and the user is no longer performing the functions of permitted uses consistent with the agency's participation in HHS-Connect, or the Authorized User is no longer employed by the Participant.
12. Should a Participant request to stop exchanging data with another Participant based upon statutory or regulatory changes, or based on such other Participant's acts in connection with HHS-Connect or this Agreement, the Participant shall immediately notify the HHS-Connect CIO and the ESC of such request and the reasons in support of such request.
13. Inasmuch as this is a multi-party agreement, it avoids the need for Participants to enter into "point-to-point" agreements with each other for the same data and purpose(s) associated with HHS-Connect.
14. Participating agencies shall engage DoITT to automatically revoke access via an automated identity management trigger whenever the NYCAPS system reports that an employee is no longer in active status.

B. In addition to the terms and conditions above set forth for all Participants, each Data Provider and Data Recipient additionally agrees to the following specific set of terms and conditions:

Data Providers

1. The undersigned Participant Data Providers represent and affirm that they have approved all data accessible by Authorized Users through Worker Connect, as of the date of this Agreement, in accordance with all applicable federal, state and local laws, rules and regulations and policies, and that such data may be shared without client consent.
2. Data Providers agree to transmit their data to the CCI and, to the extent consistent with their governing statutes, regulations, rules and policies, to make such data accessible in whole or in part via Worker Connect for use by approved Data Recipients and their Authorized Users for purposes described in business use cases that have been reviewed by Participant Data Providers.
3. Data Providers may exclude certain client data and/or case records based upon applicable laws, rules and/or regulations and policies.
4. Data Providers are expected to maintain their own data, and provide data definitions to HHS-Connect if data will be sourced from them.

Data Recipients

1. No Use by Other than Authorized Users. Data Recipients shall restrict access to HHS-

Connect to Authorized Users and only for authorized purposes (i.e., as described in business use cases approved by Data Providers) consistent with Data Recipients' participation in HHS-Connect.

2. All information accessed as part of HHS-Connect shall be held confidential to the extent required by law, and shall only be used for authorized purposes directly related to the carrying out of Authorized Users' functions and responsibilities consistent with Data Recipient's business use cases and participation in HHS-Connect.
3. Each Data Recipient shall ensure that Authorized Users are trained prior to accessing Worker Connect, understand the guidelines for access and use of confidential data, and train their staff with respect to security and the handling and use of confidential information accessed via HHS-Connect.
4. Each Data Recipient shall use any necessary administrative, technical and physical safeguards to protect the confidentiality, integrity, and availability of information accessed via HHS-Connect.
5. Data shall not be used, without further verification or reconciliation, to determine eligibility for benefits. Absence of data shall not be understood to mean a client is not known to a particular service system. Agencies shall follow their internal verification and case processing procedures for data or discrepancies of data.
6. The Agreement expressly assumes that each City participant will adhere to DoITT's Citywide Users Responsibilities Policy, as well as any additional policies, practices or procedures such Participant has in place regarding the access to and use of City information, including program and client confidential information.
7. Each Data Recipient shall ensure that Authorized Users understand that improper use or disclosure is in violation of the DoITT Citywide User Responsibilities Policy and will result in disciplinary action, and may also subject such employee to civil or criminal penalties.

IV. CONTROLLING LAWS, RULES AND REGULATIONS

Each Participant understands that the provision of, access to, and use of confidential information in connection with HHS-Connect are subject to the laws, rules and regulations of the United States and the State and City of New York.

Change Required to Comply with Applicable Law. Notwithstanding any prior approvals regarding the sharing of information, if a change is required regarding authorized use(s) to comply with statutory and/or regulatory changes, Participants shall notify HHS-Connect CIO and shall work with HHS-Connect Executive Director (a/k/a CIO of Health and Human Services) to implement such change in compliance with all applicable laws, rules and regulations. All Participants shall be notified in the event of a change required to comply with applicable law.

V. IMPROPER USE AND DISCLOSURE

1. Access to HHS-Connect is restricted to Authorized Users.

2. All information accessed as part of HHS-Connect shall be held confidential to the extent required by law, and shall be used by Authorized Users solely for carrying out their functions and responsibilities as Authorized Users directly related to and consistent with Participant Data Recipient's approved business use cases(s).
3. Improper use or disclosure is in violation of the DoITT Citywide User Responsibilities Policy and applicable laws, rules, and regulations.
4. Any individual who has engaged in improper use or disclosure of HHS-Connect information will be subject to his or her agency's disciplinary process.
5. Any individual who has engaged in improper use or disclosure of HHS-Connect information may be subject to civil and/or criminal penalties.
6. Participants shall immediately remove an Authorized User's access to HHS-Connect if the Authorized User has engaged in improper use and/or disclosure.
7. Required Notice to Data Providers: Should data obtained from Worker Connect be improperly released (e.g., misplaced or stolen, or disclosed in an unauthorized manner) or where the Data Recipient discovers evidence of willful or intentional misuse of data, the Data Recipient shall inform the Data Provider whose information has been improperly released or misused within 72 hours of discovery by the Data Recipient.

VI. DISCLAIMERS

Reliance on a Data Source System: Nothing in this Agreement shall be deemed to impose responsibility or liability on a Participant related to the accuracy, content or completeness of any data provided pursuant to this Agreement. The Participants acknowledge that other Participants may be added or terminated as participants in HHS-Connect at any time; therefore, Participants may not rely upon the continued availability of a particular Participant's data.

VII. SECURITY

Pursuant to Executive Order No. 114, HHS-Connect was developed in alignment with the security requirements and enterprise architecture standards as set forth by the Department of Information Technology and Telecommunications (DoITT). Multiple technologies have been deployed with data protection capabilities, including: 1) access controls; 2) field by field redaction; 3) upstream and downstream filtering; 4) encryption; 5) filtering logic to restrict quantity of data provided; and 6) auditing. The Access Management system provides policy-based authentication and authorization of users. Access is obtained only by individuals whose credentials are verified upon Log-In against the DoITT managed enterprise LDAP directory and have been approved by their agency. The system filters data based upon Authorized Users assigned role and agency. Worker Connect activities will be recorded in security audit logs. All use will be subject to compliance with the published Citywide Information Security Policies and standards which can be reviewed at <http://cityshare.nycnet/infosec>.

VIII. SEVERABILITY

The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Agreement and the invalid provision(s) shall be considered modified to conform to the existing law.

IX. ADDITIONAL PARTICIPANTS

The undersigned Participants acknowledge that additional Participants (Data Providers and/or Data Recipients) may be added to HHS-Connect. All current Participants agree that, prior to admission of a new HHS-Connect Participant, the new Participant must agree to be bound by the terms of this Agreement. An additional Participant, if not a current signatory, shall stipulate to all the terms of this Agreement. The Participants agree that upon such stipulation by a duly authorized representative of such additional Participant, such additional Participant shall be deemed to be a signatory to this Agreement and will be bound by all the terms of this Agreement.

X. EFFECTIVE DATE

This Agreement shall remain in full force and effect immediately from the date of execution.

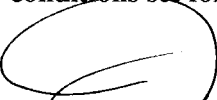
XI. MODIFICATION / TERMINATION

This Agreement may only be modified or terminated in writing by mutual consent of all Participants.

XII. ENTIRE AGREEMENT

This written Agreement contains all the terms and conditions agreed upon by the parties hereto. The terms and conditions of this Agreement constitute the full and complete agreement between the Agencies. No other verbal agreement shall, in any way, vary or alter any provision of this Agreement. No other written agreement shall, in any way, vary or alter any provision of this Agreement unless modified in writing by mutual consent of all Participants or as required by statutory or regulatory changes.

The undersigned hereby accept and agree to be bound by all of the provisions and terms and conditions set forth in this Inter-Agency Data Exchange Agreement.




Commissioner, Administration for Children's Services/
Commissioner, Department of Juvenile Justice

11/5/10
Date



Commissioner, Human Resources Administration

11/8/10
Date



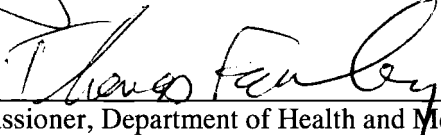
Commissioner, Department for the Aging

11/5/10
Date



Commissioner, Department of Correction

11/8/10
Date



Commissioner, Department of Health and Mental Hygiene

11/12/10
Date



Commissioner, Department of Homeless Services

11/5/10
Date




Commissioner, Department of Probation

11/12/10
Date



President, Health and Hospitals Corporation

11/2/10
Date



Commissioner, Department of Information Technology
& Telecommunications

12/3/10
Date



Chairman New York City Housing Authority

11-29-10
Date



Commissioner, Department of Finance

11.29.10
Date

Attachment A



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

EXECUTIVE ORDER No.114

HHS-CONNECT

March 18, 2008

WHEREAS, this Administration is committed to improving the delivery of services to New Yorkers with state-of-the-art technology; and

WHEREAS, the City provides a wide range of health and human services to a diverse client population; and

WHEREAS, among the agencies providing such services are the Administration for Children's Services, Department for the Aging, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Juvenile Justice, Department of Probation, Health and Hospitals Corporation, and Human Resources Administration, referred to collectively herein as "HHS agencies;" and

WHEREAS, many New Yorkers qualify for and participate in multiple programs provided by different HHS agencies; and

WHEREAS, sharing of client data among HHS Agencies will provide a more complete understanding of clients' needs and enable more efficient and effective service delivery; and

WHEREAS, the City has committed to launching HHS-Connect, a technology solution that connects clients, agencies, and providers, and will utilize ground-breaking and innovative technologies to improve the City's ability to serve its population;

NOW, THEREFORE, by the power vested in me as the Mayor of the City of New York it is hereby ordered:

Section 1. HHS-Connect is hereby established to facilitate data integration and exchange between existing agency-based information management systems through the following:

- a. Innovative technology tools. HHS-Connect shall implement innovative tools to provide City workers with cutting-edge technologies to improve the speed and accuracy of services.

- b. Common data model. HHS-Connect shall support data integration and exchange, including creation of a common data model for HHS-Connect.
- c. Data sharing strategy. HHS-Connect shall employ a data sharing strategy to enable relevant agencies to exchange client and program data.
- d. Enterprise case management. HHS-Connect shall provide requesting HHS agencies with a common technology platform for case management.
- e. Integrated case folder. HHS-Connect shall oversee the creation of a virtual integrated case file for clients, using a common client index to locate clients in separate systems and document image management tools to electronically capture and share client documents. This case folder shall be available online.
- f. Business process reengineering. HHS-Connect shall ensure streamlined business processes to improve and coordinate case management practices across agencies.
- g. Performance measurement and outcome evaluation. HHS-Connect shall enable the City to measure client outcomes based on a holistic view of clients across agencies.
- h. Confidentiality. HHS-Connect shall ensure the protection of the confidentiality of information as required by applicable law.

§2. All agencies are directed to identify appropriate programs, data and technology assets that can expand and enhance HHS-Connect. To the greatest possible extent, HHS-Connect shall leverage existing Citywide technology assets to accelerate the pace of the project and increase the effectiveness and efficiency of the services delivered to the Agencies, their clients, and external service providers.

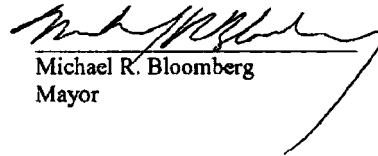
§ 3. Data Sharing. For the purposes of HHS-Connect, agencies shall consider all data for data sharing while ensuring compliance with all applicable Federal, State and local laws and regulations. To facilitate data sharing, agencies shall work with the HHS-Connect team to identify data sharing needs, as well as sources and types of data. Data sharing shall occur in a timely fashion and agencies shall facilitate real-time data exchanges whenever possible, as set forth by the HHS-Connect data sharing strategy.

§ 4. Alignment with Citywide IT Strategy. HHS-Connect shall be aligned with and further the Citywide Information Technology strategy, including security requirements and enterprise architecture standards, as set forth by the Department of Information Technology and Telecommunications ("DOITT").

§ 5. HHS-Connect shall be implemented by a Chief Information Officer for Health and Human Services ("CIO for HHS") who shall report to the Deputy Mayor for Health and Human Services, or other appropriate senior level official, and shall provide oversight and coordination of the technology strategy and architecture of HHS agencies, in conjunction with DOITT.

§6. Cooperation and Assistance: The heads of all agencies shall cooperate with and assist the CIO for HHS in the implementation of HHS-Connect as requested.

§7. This Order shall take effect immediately.



Michael R. Bloomberg
Mayor