

DHS DATA RELEASE AGREEMENT

I. PARTIES

This Agreement is made between the Pennsylvania Department of Human Services (hereafter “Department”) and (hereinafter “Other Party”).

II. INTRODUCTION

Federal and state laws allow for the use and disclosure of this information concerning applicants and recipients of public assistance but place strict guidelines on the release of this information. See 42 U.S.C. §1396 a (a)(7); 42 CFR Parts 160 and 164; 42 C.F.R. §§431.300-431.307; 62 P.S. §404; and 55 Pa. Code Chapter 105. The information to be released pursuant to the Agreement is necessary to provide identity verification and validation data checks for determining client eligibility and provider enrollment. The intent is to better equip and streamline the Department’s systems to make eligibility determinations faster for our consumers, protect the identities of our consumers and prevent individuals at the initial point of contact from being able to abuse the system.

III. PURPOSE

The purpose of this document is to set forth the scope of each party’s responsibilities in sharing information necessary for the Other Party to demonstrate effectiveness regarding their product capabilities, which is necessary to assist the Department in administering its programs.

IV. RESPONSIBILITIES OF THE DEPARTMENT

1. Designation of staff contact – The Department shall designate one liaison to serve as the single point of contact for the Other Party with the Department.

V. RESPONSIBILITIES OF THE “OTHER PARTY”

1. Designation of Other Party contact – The Other Party shall designate one liaison to serve as the single point of contact for the Other Party with the Department, unless the Department is officially notified via letter of another designee.
2. The Other Party understands that all information disclosed by the Department is confidential and agrees not to disclose any information obtained from the Department unless obtaining express written approval by the Department. Further, the Other Party acknowledges that the use or disclosure of this information for any purpose other than as intended for this initiative/data release is strictly prohibited by state and federal law. The Other Party will ensure its employees agree to all provisions of this

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Agreement, and will require all employees accessing this data to sign an acknowledgement to evidence their understanding and agreement.

3. The Other Party will provide the Department with briefings on findings and outcomes related to the data release.
4. The Other Party and its employees will use the information only as agreed to in this document.
5. The Other Party and its employees acknowledge their obligation to properly instruct any person having access to this information as to security requirements and obligations, and to inform persons having access that they are bound by the confidentiality provisions of this Agreement.
6. Any person who will have access to this information must first sign a copy of the Nondisclosure Agreement (See Appendix 1, Nondisclosure Agreement). No other persons shall be permitted to have access to this information.
7. The Other Party must inform all employees that violation of this Agreement may result in disciplinary action, including discharge or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.
8. After the Other Party has used the data for the purposes described in this Agreement, the Other Party ensures that all such information in its possession that identifies individuals is destroyed. The Other Party must supply an attestation that destruction of data occurred.
9. The Other Party must keep a list of agents and employees who had access to the information and have severed or been severed from any relationship with the Other Party or have left employment, or other position with the Other Party.

VI. CONFIDENTIALITY

The Department and the Other Party must protect client confidentiality. The use of this information is confined to activities which are essential to fulfill their respective responsibilities.

The Other Party and its employees will only have access to this information on a “need to know” basis.

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VII. GENERAL PROVISIONS

1. Any breach of this Agreement may result in termination of this Agreement.
2. The Other Party and its employees agree to indemnify and hold harmless the Department, State of Pennsylvania, and their employees and officials for any loss, damages, judgments, and costs of liability arising from the release or use of the information provided by the Department.
3. When the Other Party no longer requires access to the information supplied by the Department for the purposes described in this Agreement, this Agreement will expire. The obligations of this Agreement will survive the expiration and termination of this Agreement.
4. The Other Party may not use this information for any commercial or political purpose.
5. This Agreement may be canceled immediately by the Department or by the Other Party with thirty-day notice.

VIII. CONTACT PERSONS

The Contact Persons for the Department are:

Sandra Patterson & Michelle Smith

The Contact Person for the Other Party is:

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates indicated below.

Other Party _____

Date

Other Party Representative

Department

Date

Department Representative (add title)

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CERTIFICATION

I certify that I have the authority to sign and bind the Other Party to this Agreement.

Date

Other Party Representative

Title

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Appendix I

NONDISCLOSURE AGREEMENT

I, _____, understand that all information disclosed by the Department of Human Services and/or on the Department of Human Services' database is confidential. I agree not to disclose any information regarding persons who have applied for, have received, or who are receiving public assistance benefits (including Medical Assistance) to any unauthorized persons.

I understand that I may use the information only in my capacity as an employee of the Other Party. I understand that the use or disclosure of any information concerning an applicant or recipient of assistance or service for any other purpose is prohibited except on written consent of the applicant or recipient.

I understand that I am prohibited from disclosing to any person or entity (e.g., legislative body, committee) any information that identifies by name, address, recipient number, Social Security number, or any other identifiable information of an applicant or recipient of public assistance.

I have read this entire nondisclosure agreement and agree to abide by it. I also understand that any violation of this agreement may result in disciplinary action, which may include withdrawal of the right to use the information or discharge. Furthermore, I understand that criminal prosecution will be undertaken if I knowingly and intentionally disclose the information to anyone who is unauthorized, or use the data for fraudulent purposes.

Respectfully Submitted,

Execution Date

SIGNATURE

DATE/TITLE (PRINTED)

WITNESS SIGNATURE

WITNESS NAME/TITLE (PRINTED)