

DATA RELEASE AGREEMENT

I. PARTIES

This Agreement is made between _____ (hereinafter “Community Partner”) and the following agencies of the Commonwealth of Pennsylvania in whose programs the applicant or recipient applies or participates (hereinafter, collectively, the “Departments”):

The Commonwealth of Pennsylvania Department of Human Services (hereinafter “DHS”)

The Commonwealth of Pennsylvania Department of Education (hereinafter “PDE”)

The Commonwealth of Pennsylvania Department of Health (hereinafter “DOH”)

II. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of each of the Parties when assisting applicants and/or recipients to complete and submit applications and renewals for the services available through the Commonwealth of Pennsylvania’s Access to Social Services (COMPASS).

In addition, this Agreement sets forth the responsibilities of the Community Partner with respect to access to the Community Partner View screen of COMPASS as such access may be permitted to assist in the completion of applications and to track the processing of applications for the Departments.

III. INTRODUCTION

Federal and state laws allow for the use and disclosure of information concerning applicants and recipients of public assistance and health care benefits when it is used by persons directly connected with the administration of or enforcement related to public assistance and health care benefits, but those laws have strict guidelines for the release of this information. 42 U.S.C. § 602 (a)(1)(A)(iv); 42 U.S.C. § 1396a(a)(7); 7 C.F.R. § 272.1 (c)(1); 42 C.F.R. § 431.300; 45 C.F.R. Part 160; 45 C.F.R. Part 164; 45 C.F.R. § 205.50; 62 P.S. §404; and 55 Pa. Code Chapter 105. The information to be released pursuant to this Agreement is necessary for the effective administration of the application process under COMPASS to the citizens of Pennsylvania.

IV. RESPONSIBILITIES OF THE DEPARTMENTS

1. Designation of staff contact – The Departments shall designate one liaison to serve as the single point of contact for purposes of this Agreement.
2. DHS agrees to provide the Community Partner with inquiry access to COMPASS applications submitted or suspended by their registered users.

Suspended COMPASS applications are available for access for up to 180 days following their suspension. Submitted COMPASS applications are available for up to 180 days after they are submitted. Information provided may include names, addresses, birth dates, social security numbers and types of benefits received.

3. The Departments are not responsible for any loss or costs that may be incurred by the Community Partner as a result of the Community Partner's inability to obtain access to the CIS database.

V. RESPONSIBILITIES OF THE COMMUNITY PARTNER

1. The Community Partner meets the criteria to become a Community Partner as defined in Appendix 2, Community Partner Criteria.
2. Designation of staff contact – The Community Partner hereby designates _____ as the liaison with the Departments on all issues relevant to this Agreement until the Departments receive prior written notice of a different designee. The designee for the Community Partner shall be that entity's high-ranking individual having decision-making authority.
3. The Community Partner agrees to accept responsibility to fully report any and all information provided by the client subject to penalty for failure to do so.
4. The Community Partner understands and agrees that all information obtained or disclosed through implementation of this Agreement is confidential. The Community Partner agrees not to disclose any such information obtained or disclosed through this from the Departments without express prior written approval from the Departments. The Community Partner further acknowledges and agrees that the use or disclosure of the confidential information for research or purposes other than as intended for purposes of this Agreement is strictly prohibited by state and federal law.
5. The Community Partner agrees to ensure that its agents, employees, and other designees and assigns will agree to all provisions of this Agreement, and in furtherance thereof will require all agents, employees, and other designees and assigns who will be accessing the confidential information to sign the attached Appendix 1, User Confidentiality Agreement, to evidence their understanding and agreement.
6. The Community Partner will ensure that its agents, employees, and other designees and assigns will use the confidential information only for

implementation and administration of this Agreement unless applicant/recipient has signed a valid written authorization for release of the information for a purpose unrelated to this Agreement.

7. The Community Partner and its agents, employees, and other designees and assigns acknowledge their obligation to properly instruct any person having access to the confidential information as to security requirements and obligations, and to inform persons having access that they are bound by the confidentiality provisions of this Agreement. Such access by others shall be only upon the approval of the Departments.
8. The Community Partner shall inform all its agents, employees, and other designees and assigns that violation of this Agreement may result in disciplinary action, including discharge or criminal prosecution if the agent, employee, or other designee or assign knowingly uses the information for fraudulent purposes.
9. The Community Partner must inform the Departments immediately if an agent, employee, or other designee or assign, who had access to COMPASS Community Partner View, has severed or been severed from any relationship with the Community Partner or has left employment, or other position with the Community Partner.
10. The Community Partner must require its agent, employee, or other designee or assign to verify clients' identities by reviewing a valid form of client identification as listed in 55 PA Code Chapter 125.1(b). (Applicable only if using E-Signature functionality.)
11. The Community Partner must maintain a copy of the signature page signed by the applicant and/or recipient for all electronically signed applications for a period of six years. (Applicable only if using E-Signature functionality.)

VI. CONFIDENTIALITY

The Departments and the Community Partner shall protect the confidentiality of information obtained or accessed in the implementation of this Agreement. The use of the confidential information is confined to activities that are essential for the purposes of this Agreement or pursuant to a valid written authorization signed by the applicant or recipient.

VII. GENERAL PROVISIONS

1. Any breach of this Agreement may prevent the Departments from any further cooperation with the Community Partner and prevent any further use or access to the disclosed information.

2. The Community Partner and its agents, employees, and other designees and assigns agree to indemnify and hold harmless the Departments, the Commonwealth of Pennsylvania, and their employees and officials for any loss, damages, judgments, and costs of liability arising from the release or use of the confidential information obtained or accessed through implementation and administration of this Agreement.
3. The Community Partner and its agents, employees, and other designees and assigns agree to maintain separation of duties between legal staff and application assistance staff to avoid conflict of interest concerns.
4. When the Community Partner no longer requires access to COMPASS, or is no longer involved in the implementation of this Agreement, this Agreement will terminate by its own terms. The obligations of this Agreement will survive the termination, for any reason, of this Agreement.
5. The Community Partner may not use the confidential information for any purpose other than the implementation and administration of this Agreement.
6. This Agreement may be cancelled immediately by the Departments upon discovery of unauthorized use of confidential information by the Community Partner. In any event this Agreement may be cancelled by the Community Partner within thirty days prior written notice. The Departments may, at their sole discretion, cancel this agreement at any time.

VIII. CONTACT PERSONS

The Contact Person for the Departments is:

Name: Director
Organization: Division of Health Services
Address: DGS Annex Complex
Attn: DHS
WOB #42 Rm #230
1006 Hemlock Drive
Harrisburg, PA 17110-3595
Phone Number: (717) 772-7809
Email address: RA-PWCOMPASSCP@pa.gov

The Contact Person for the Community Partner is:

Name: _____
Organization: _____
Address: _____
Federal Identification Number _____
Phone Number: _____
Email address: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Agreement to be executed as of the dates indicated below.

Community Partner Representative

Date

Departments' Representative

Date

Director
Division of Health Services
Bureau of Policy
Office of Income Maintenance
Department of Human Services

Appendix 1

User Confidentiality Agreement

The value and sensitivity of certain information is protected by law and by the strict policies of the following agencies of the Commonwealth of Pennsylvania (hereinafter, collectively, the “Departments”):

The Commonwealth of Pennsylvania Department of Human Services
The Commonwealth of Pennsylvania Department of Education
The Commonwealth of Pennsylvania Department of Health

The intent of these laws and policies is to assure that confidential information will remain confidential and will be used ONLY as necessary to accomplish the purposes of the Data Release Agreement to which this User Confidentiality Agreement is appended. Information that is confidential may include, but is not limited to, financial, health, medical, eligibility, employee, intellectual property, contractual and information of a competitive advantage nature.

As a condition to receiving a computer sign-on ID and password code (password) and being allowed access to a system, including authorization to access any form of confidential information identified above, I, the undersigned, agree to comply with the following terms and conditions:

1. My ID and password is equivalent to my LEGAL SIGNATURE and I will not disclose this code to anyone, write this code down, or allow anyone to access the system using my password.
2. I am responsible and accountable for all entries made and all retrievals accessed under my ID and password, even if such action was made by another due to my intentional or negligent act or omission.
3. I will keep confidential any data or information to which I have gained access through the Data Release Agreement.
4. I will not attempt to learn or use another’s password.
5. I will not access any on-line computer system using an ID and password other than my own.
6. If I have reason to believe that the confidentiality of my password has been compromised, I will immediately change my password and notify my supervisor.
7. I will not access or request any information that is not necessary for the performance of my responsibilities under the Data Release Agreement.
8. I will not access, use or disclose any confidential information unless required to do so in the official capacity of my employment or contract.
9. I understand that I have no right or ownership interest in any information acquired through facilitating applications through COMPASS.
10. I will secure a computer application (COMPASS) to the extent that no one else will be able to access, use, or view the data.

11. I will comply with all policies and procedures and other rules of the Departments relating to confidentiality of information and password
12. I understand that my use of COMPASS will be periodically monitored to ensure compliance with this agreement.
13. I will limit disclosure to only parties with a legitimate need in the performance of the purposes of the Data Release Agreement. Legitimate need will be determined by the Departments.
14. I agree that disclosure of confidential information is prohibited indefinitely, even after the termination of employment or the business relationship, unless specifically waived in writing by the Departments or with written authorization by the client.

I have read and understand this entire nondisclosure agreement and agree to abide by it. I understand that if I violate any of the above terms, I may be subject to disciplinary action, including discharge, loss of privileges, termination of contract, legal action for monetary damages or injunction, or both, or any other remedy available to the Departments. I understand that I may be subject to criminal prosecution if I knowingly and intentionally disclose the information to anyone who is unauthorized or use the data for fraudulent purposes.

User's Name/Title _____ Date: _____

Employee ID Number (optional) _____

User's Email Address _____

User's Signature _____

Supervisor's Name/Title _____ Date: _____
(Please Print)

Supervisor's Signature _____

Name of Community Partner Organization _____

Community Partner Federal Identification Number (FEIN) _____ - _____

Appendix 2

Community Partner Criteria

Community Partners Can Be:

1. Licensed health care providers (hospitals, doctors, clinics, psychologists), child care providers, or other agents who help Pennsylvania residents apply for social or medical services or financial benefits.
2. Organized religious and civic groups or their agents who help Pennsylvania residents apply for social or medical services or financial benefits.
3. Utility companies or their agents who help Pennsylvania residents apply for social or medical services or financial benefits.
4. A government program that is helping Pennsylvania residents receive public benefits or apply for social or medical services or financial benefits.
5. A contractor of the Children's Health Insurance Program, as established by the act of June 17, 1998 (P.L. 464 No. 68)(40 P.S. §§991.2301-2391).

Community Partners May Not Be:

1. Organizations whose primary business is the collection of debts.
2. On the current Department of General Services list of suspended and debarred Commonwealth Contractors.
3. Any organization whose business does not include helping Pennsylvania residents apply for social services.

Community Partners Must:

1. Serve Pennsylvania residents.
2. Be able to comply with all applicable federal and state laws and regulations in their role as a community partner including confidentiality and non-discrimination requirements.
3. Have personnel available to access COMPASS Community Partner view in order to work with Pennsylvania residents applying for benefits.