

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
AND
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

In order to better coordinate access to information between government agencies providing Adult Protective Services, the New York State Office of Children and Family Services ("OCFS"), located at 52 Washington Street, Rensselaer, NY 12144 and the New York City Department of Social Services, acting through The Human Resources Administration's ("HRA") Adult Protective Services ("APS"), located at 180 Water Street, New York, New York 10038, have entered into this Memorandum of Understanding ("MOU"), the terms of which are set out below.

1. This MOU shall commence upon the signature of all parties and will remain in effect until such time as it is either modified or terminated.

2. Subject Matter:

The goal is to provide more efficient access to confidential client information available in the HRA's APSNet system in order to promote and facilitate better integration and coordination between HRA, which owns the data, and OCFS, which acts as the oversight agency for APS at the state level.

The purposes for which OCFS will use HRA APS data are:

- To review APS casework, as part of OCFS oversight activities, to monitor compliance with the State regulations and guidance that govern investigation, assessment, services planning, and delivery of services. This would include, but not be limited to, APS Case Reviews, and follow-up on complaints.
- To review data to provide Statewide, regional and district reports (e.g. number of referrals, types of referrals in a given year, relationships of alleged perpetrators to clients, percentage of clients with physical impairments, percentage with cognitive impairments, ages of clients, percentage of cases with alleged financial exploitation risk, etc.).

3. Process for Sharing Information

HRA will disclose to OCFS complete read-only access to the APS client information management system known as APSNet for purposes of OCFS conducting its oversight functions over APS. Read-only access shall include access to print data,

documents and reports from APSNet. Such access shall be granted to the following individuals or categories of individuals on the following bases:

A. OCFS EMPLOYEES

1. OCFS employees are subject to confidentiality statutes and regulations, including New York State ("NYS") Social Services Law ("SSL") § 473-e concerning confidentiality of PSA ("Protective Services for Adults") records, as well as the NYS Public Officers Law ("POL"), which provides at § 74(3)(c) that "[n]o officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests."
2. OCFS employees are also subject to the OCFS Employee Manual (Attached as **Exhibit A**) which requires at page 34, that use of telecommunications and computer services by OCFS employees or other persons authorized by the Agency be consistent with PPM 1900.00 "Telecommunication and Computer Use Policy" and PPM 1905.00 "Information Technology Resource Acceptable Use" (also attached at the back of **Exhibit A**)
3. The OCFS employees that will have access to HRA data have signed a confidentiality/non-disclosure agreement attached as **Exhibit B**. Any additional employees, in the future, that may need access shall also sign such agreements before the time such access is granted and provide the signed original(s) to HRA.

B. OCFS CONTRACTORS

The OCFS Contractor for this MOU is an Information Technology ("IT") contractor who has signed the confidentiality/non-disclosure agreement attached and marked as **Exhibit C**. Any additional contractors, in the future, that may need access shall also sign such agreements before the time such access is granted and provide the signed original(s) to HRA.

C. NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES ("OITS") EMPLOYEES WORKING AT OCFS

OITS employees as NYS employees are subject to confidentiality statutes and regulations applicable to all state employees including but not limited to NYS SSL § 473-e and the NYS POL § 74(3)(c). In addition, OCFS is a signatory to this MOU which makes applicable Clause 8 below which charges OCFS with the responsibility for any damages caused by the negligence of OCFS or its agents.

4. Ownership of the Data

HRA shall own all data contained in the APSNet system or extrapolated from the APSNet system.

5. Contact Persons

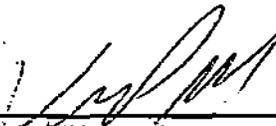
To facilitate successful administration of this MOU, each party will designate a principal representative, who will act as the contact person for each party with regard to the MOU. From time to time, OCFS shall provide HRA a list of its staff who will be granted access to the APSNet system for oversight purposes.

6. Except as authorized, or required by law, the parties agree to hold all client-specific information obtained in the course of this data exchange confidential, and such data shall not be disclosed to any person, organization, agency or other entity except as permitted or required by law. The parties further agree to abide by the provisions of the New York State Social Services Law, the Federal Social Security Act and any regulations promulgated thereunder. These authorities include but are not limited to New York State Social Services Law Sections 473-e, 422, 372, 136, 18 NYCRR Section 357, and New York State Public Health Law Section 2782.
7. Except as authorized, or required by law, no individually identifiable information obtained in the course of this work shall be released to any other individual, non-participating agency, organization or entity without the prior written consent of HRA.
8. OCFS agrees to immediately report to HRA, in writing, any unauthorized use or disclosure of confidential or protected data not provided for by this Agreement of which it becomes aware. Further, OCFS agrees to immediately report to HRA any data security incident of which it becomes aware, including a breach of unsecured protected data. In addition, OCFS will be responsible for any damages caused by the negligence of OCFS or its agent(s).
9. The provisions regarding Ownership of the Data and Confidentiality survive termination or expiration of this MOU, or cessation of the work described herein, whatever the reasons therefore.
10. Any party may terminate its participation in this MOU by giving sixty (60) days written notice to the other party, or at any time with the consent of both parties.
11. This MOU sets forth the entire agreement between the parties, superseding all prior APS data sharing agreements and understandings with OCFS, written or oral, and may be modified only through the mutual, written consent of both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates appearing opposite their respective signatures.

THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION

BY: 
(Signature)

Vincent Pullo
(Print Name)

TITLE: Agency Chief Contracting Officer
(Print)

DATE: 4/3/15

NEW YORK STATE OFFICE OF FAMILY
AND CHILDREN SERVICES

BY: 
(Signature)

Derek Holtzclaw
(Print Name)

TITLE: Associate Commissioner for Financial Management
(Print)

DATE: 3-23-15

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On the 2nd day of April in the year 2015 before me, the undersigned personally appeared Vincent Kullb, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sharon James Leonce
Signature and Office of individual
taking acknowledgment
SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2016

STATE OF NEW YORK)

) ss:

COUNTY OF RENSSELAER)

On the 23rd day of March in the year 2015 before me, the undersigned personally appeared Derek Holzclaw, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Signature and Office of individual
taking acknowledgment
OLATUBOSUN OSOFISAN
Notary Public, State of New York
No. 020S6033949
Qualified in Rensselaer County
Commission Expires 12-6-2017

