

DATA SHARING AGREEMENT

BETWEEN THE DEPARTMENT OF CORRECTION AND THE DEPARTMENT OF SOCIAL SERVICES

This Data Sharing Agreement (“Agreement”) made by and among the Department of Correction (DOC) and the Department of Social Services (DSS), effective July 1, 2021.

WHEREAS, DSS is authorized by the State of New York to ensure that the City of New York provides for the burial of the indigent dead; and

WHEREAS, the burial grounds on Hart Island were historically under the control of DOC, and the records pertaining to burials are maintained in a DOC database; and

WHEREAS, DOC transferred responsibility for burials on Hart Island to DSS in accordance with § 21-110 of the New York City Administrative Code and pursuant to a Memorandum of Understanding among the DOC, the New York City Department of Parks (“Parks”), and DSS dated July 1, 2021 (“Transfer MOU”); and

WHEREAS, DSS has issued a Request for Proposals (RFP) for the proper management and maintenance of Hart Island, has awarded a contract to a qualified vendor, is in the process of developing and negotiating the terms of a contract, and expects this process to be complete by current year end, subject to OMB appropriation; and

WHEREAS, access to DOC’s burial database and other DOC data is required for DSS and its contractors, to complete the transfer of responsibility as provided for in the Transfer MOU; and

WHEREAS, providing access to DOC data to another agency requires a data sharing agreement to set forth the responsibilities of each agency;

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS

“Authorized Employee” means an individual involved in the Project employed by the Transferee Agency (as defined below) and/or an individual employed by the contractor hired by the Transferee Agency for the purposes described in the Transfer MOU.

“DOC Data” means the data accessible within the DOC “HartIsland” database. The fields in the database are listed on Attachment B. DOC Data also includes the data system for scheduling visits to Hart Island that is accessible on DOC’s website.

“Permitted Use” shall mean actions necessary to create, advance, and complete the Project.

“Project” means the transition from DOC to DSS of the responsibility for Hart Island, pursuant to Administrative Code section 21-110 and the Transfer MOU.

“Transferee Agency” means DSS.

ARTICLE 2. RESPONSIBILITIES OF THE PARTIES

A. DOC’s responsibilities: DOC will provide access to the DOC Data in the “HartIsland” database to the Transferee Agency and its Authorized Employees (as defined above) to the full extent necessary to effectuate the intent of the Transfer MOU, by providing login access. Further requirements pertaining to the DOC Data are set forth below.

B. Transferee Agency’s responsibilities:

1. The Transferee Agency shall only use the DOC Data in the manner consistent with the Project as defined in Article 1 above.

2. The Transferee Agency shall (a) select Authorized Employees, including Authorized Employees who are employed by the Transferee Agency’s contractor, to be granted access to the DOC Data, (b) require each Authorized Employee to sign the Confidentiality and Non-Disclosure Agreement attached hereto as Attachment A as a condition to receiving a login ID; and (c) notify DOC of its approval of such Authorized Employees. The Transferee Agency shall provide any information to DOC reasonably requested by DOC pertaining to Transferee Agency’s Authorized Employees.

ARTICLE 3. TERM

The term of this Agreement shall commence on September 29, 2021, and, unless terminated sooner in accordance with Article 5 of this Agreement, shall terminate on the date when DSS notifies DOC that DSS is ready and able to assume full responsibility for maintaining records pertaining to burials and disinterments on Hart Island. At that point, DOC will cease updating and maintaining the DOC HartIsland database.

ARTICLE 4. DATA ACCESS: RESTRICTIONS, SECURITY & SAFEGUARDS

A. No disclosure to third parties. Except as necessary to effectuate the intent of Administrative Code section 21-110 and the Transfer MOU, and other than as provided for under this Agreement, the Transferee Agency or Authorized Employees shall not disclose DOC Data to a person who is not an Authorized Employee, or make use of such information for the benefit of a person not an Authorized Employee, nor shall the Transferee Agency or any Authorized Employee publish, sell, license, distribute, or otherwise reveal the DOC Data without the prior written consent of DOC. The DOC Data accessed for this Project may not be used to inform, support, or analyze any other venture outside of the Project, except with the prior written consent of DOC.

B. Legal process; FOIL. In the event that the Transferee Agency is required to disclose any portion of the DOC Data to comply with a lawfully issued subpoena, court order, or as otherwise required by law, including the Freedom of Information Law, the Transferee Agency agrees (a) as soon as practicable, but in no event later than three (3) business days from receipt of said subpoena, court order, or effective date of law requiring such disclosure, to notify DOC of such demand in order to provide DOC an opportunity to seek a protective order as appropriate and to make any notifications required by law; (b) consult with DOC on the redaction and release of DOC Data; and (c) disclose DOC Data only as allowed under a protective order, if any, or as necessary to comply with the subpoena, court order, or law.

C. Legal Security Requirements. The Transferee Agency will receive, store and use DOC Data in a manner that is compliant with any applicable state, local and federal laws, and New York City Department of Correction rules, procedures and policies.

D. Technological Security Requirements. The Transferee Agency shall ensure that reasonable physical, technological, and procedural safeguards are in place to protect the security of the DOC Data, including but not limited to ensuring that the Transferee Agency and Authorized Employees understand their obligations under this Agreement and applicable laws and regulations. The Transferee Agency shall protect against any anticipated hazards or threats to the integrity or security of the DOC Data and any unauthorized access to or disclosure of such information, and shall take reasonable measures to prevent any other action that could result in harm to the City and the individuals whose identifying information is contained in the DOC Data that is held in the Transferee Agency's custody. The Transferee Agency and DOC shall comply with the City of New York's Information Technology security standards, set forth by DoITT and Cyber Command, as they may be modified from time to time. Security measures that the Transferee Agency is required to take may include but are not limited to:

- a. storing the DOC Data in access-restricted files;
- b. creating and using a password and encryption system to obtain and restrict access to the DOC Data to Authorized Employees;
- c. keeping any hard copy versions of the DOC Data in locked areas with restricted access;
- d. ensuring that only Authorized Employees shall have access to the DOC Data;
- e. creating a firewall to protect the DOC Data and to prevent any unauthorized user from gaining access to the DOC Data;
- f. ensuring DOC Data is encrypted during storage and in transit at all times and in all cases; and
- g. ensuring DOC Data is encrypted and transferred using a secure transmittal system.

E. Data Retention/Disposition. DOC does not intend to seek the return or destruction of the DOC Data, as the purpose of the Project is to facilitate the eventual transition of all Hart Island-related data from DOC to DSS and Parks.

F. Reporting of Unauthorized Disclosure. If the Transferee Agency suspects or learns of any unauthorized use, disclosure, or access of the DOC Data by its personnel or any third party who gained unauthorized access to the DOC Data, the Transferee Agency shall:

- a. Notify DOC in writing within 48 hours at the address set forth in the Notices provision below to enable DOC to investigate the incident. The Transferee Agency's notice to DOC shall include a description of the nature of the unauthorized use or disclosure, the DOC Data that may have been disclosed, the names and/or affiliations of the parties (if known) who gained access to data without authorization, the names of all individuals whose personal information the Transferee Agency suspects or learns was used or disclosed without authorization, and a description of the steps taken to mitigate the effects of such unauthorized use or disclosure;
- b. Take all reasonably necessary steps to prevent or mitigate damages related thereto, including but not limited to notifying the individual whose personal information was or may have been used or disclosed without authorization. Such notification shall be by letter to that individual at the address the individual provided to the Transferee Agency during the Project and to any other address DOC provides to the Transferee Agency for the individual after DOC receives the notice from the Transferee Agency required herein.

ARTICLE 5. TERMINATION

A. Termination. Either party may terminate its obligations under this Agreement, without cause upon thirty (30) days' written notice to the other party; immediately if for cause as determined by either party exercising its reasonable judgment. Notwithstanding the foregoing, the Transferee Agency shall destroy, and certify in writing to DOC that such destruction has occurred, any and all DOC Data in the Transferee Agency's possession upon the termination of this Agreement.

B. Effect of Termination. In the event of termination or expiration of this Agreement, the data sharing and security provisions of this Agreement shall continue to apply to all DOC Data remaining in the possession, custody or control of the Transferee Agency and Authorized Employees.

ARTICLE 6. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to create or convey a right or benefit to any person not a party hereto.

ARTICLE 7. Notices and Contacts.

DOC:

IT issues:

DOC Division of Information Technology
75-20 Astoria Blvd., Suite 110
East Elmhurst, NY 11370
Attn: Deputy Commissioner Maureen Danko
[IT Support: 718-546-1800](tel:718-546-1800)

Facilities Issues:

DOC Division of Financial, Facilities & Fleet Administration
75-20 Astoria Blvd., Suite 160
East Elmhurst, NY 11370
Attn: Deputy Commissioner Patricia Lyons
Patricia.Lyons@doc.nyc.gov

Notices required under this Agreement:

DOC Records Access Officer / Division of Legal Affairs
75-20 Astoria Blvd., Suite 305
East Elmhurst, NY 11370
Records.Access@doc.nyc.gov

DSS:

Joseph Jones
Director of Special Projects/Program Planning and Development
Emergency Intervention Services
Office of Domestic Violence/Emergency Food and Utility Assistance Program/Office of
Burial Services
Human Resources Administration
4 World Trade Center – 43rd Floor
New York, NY 10007
[929-221-6936](tel:929-221-6936)
jonesjo@hra.nyc.gov | [NYC.gov/hra](http://nyc.gov/hra)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below.

**NYC HUMAN RESOURCES
ADMINISTRATION**

NYC DEPARTMENT OF CORRECTION

BY: _____

TITLE: ACCO

DATE: 10/4/2021

BY:  _____

PATRICIA LYONS
DEPUTY COMMISSIONER
DIVISION OF FINANCE, FLEET &
FACILITIES

DATE: 10/11/2021

ATTACHMENT A



NEW YORK CITY DEPARTMENT OF CORRECTION

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, am being or have been given access to the Department of Correction's (DOC's) HartIsland database ("Database"), which contains burial and disinterment information. Much of the information in the Database is considered confidential.

I understand and agree that all such information or data (oral, visual or written, including both paper and electronic) which I see or to which I have access may not be released, copied or disclosed, in whole or in part. This includes the identity of all persons buried on Hart Island.

I understand and agree that access to and the use of confidential information obtained in the performance of my duties shall be limited to purposes directly connected with such duties. When access to such information or data also results in access to confidential information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that confidential information needed for the purpose for which access was given.

When I no longer require access to confidential information, whether because of reassignment of duties or otherwise, I agree that I will not access or attempt to access any confidential information to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, and other confidential information or data developed, received, compiled by or delivered to me in order to carry out functions during my assignment, regardless of the source of the confidential information or data.

I understand that the law forbids releasing or disclosing such confidential information, in whole or part. I agree that I will not copy, disclose or share confidential information in whole or in part in any form to anyone unless I am specifically directed to do so by my supervisor. I further

understand that if I am unsure as to what information is confidential, I will immediately and prior to any such disclosure consult with my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the confidential information unless authorized. I understand that my access to the confidential data may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of my supervisor.

I will comply with all applicable laws and regulations and with all applicable policies and procedures as set by the City of New York, the State of New York, and the United States of America.

I agree not to attach or load any additional hardware or software to or into City equipment unless properly authorized to do so.

I understand and agree that the terms of this Confidentiality and Non-Disclosure Agreement shall continue, even after I am no longer employed by the agency I was employed by when I signed this Agreement, and that I will abide by the terms of this Confidentiality and Non-Disclosure Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action as well as any other penalties provided by law.

By signing this document, I agree to the above terms.

Employee:

Employee's Name:	_____
Title:	_____
Signature:	_____
Date:	_____

Supervisor:

Supervisor's Name:	_____
Title:	_____
Signature:	_____
Date:	_____

ATTACHMENT B

LIST OF DATA FIELDS

<u>DATA FIELDS</u>	<u>DATA TYPE</u>	<u>COMMENTS</u>	Field Displayed in HartIsland application Internal- Field displayed only within Internal app. Both – Field displayed in Internal & External app. None – Field is not displayed in Internal & External app.
HART_ISLAND_ID	BIGINT	This is the primary key column that uniquely identifies each individual deceased record.	None
INFANT_ADULT_INDC	CHAR(1)	This has value 'A' – Adult, I- Infant. Not null	Both
AGE	INTEGER	Nullable, Minimum of 1 and Maximum of 3 digits	Both
BOOK_NO	INTEGER	Nullable	Internal
BURIAL_DATE	DATE	Nullable	Internal
DEATH_CAUSE	VARCHAR(40)	Nullable	Internal
DEATH_DATE	DATE	Nullable	Both
PERMIT_DATE	DATE	Nullable	Internal
FIRST_NAME	VARCHAR(40)	Nullable	Both
LAST_NAME	VARCHAR(50)	Nullable	Both
GENDER	VARCHAR(7)	This has value 'MALE', 'FEMALE', 'UNKNOWN'. Allow nulls	Both
ETHNICITY_CODE	CHAR(1)	Default to UNKNOWN . Allowable values are A - ASIAN/PACIFIC ISLANDER, B - BLACK, H - HISPANIC, N - AMERICAN INDIAN/ALASKAN NATIVE, U- UNKNOWN, W-WHITE	Internal

ETHNICITY_DESC	Varchar(40)	values are A - ASIAN/PACIFIC ISLANDER, B - BLACK, H - HISPANIC, N - AMERICAN INDIAN/ALASKAN NATIVE, U- UNKNOWN, W-WHITE	Internal
GRAVE_NO	Integer	Nullable	Internal
ORIGINAL_INPUT_NO	Integer	Nullable.	Internal
PAGE_NO	Integer	Nullable.	Internal
PERMIT_NO	Varchar(26)	Nullable.	Internal
PLOT_NO	Integer	Nullable	Both
SECTION_NO	Integer	Nullable	Internal
PLACE_OF_DEATH_IN_DC	Char(1)	Nullable. Values are 'H' - Hospital. 'A' - Address 'O' - Others	Both
DEATH_HOSPITAL	Varchar(60)	Nullable	Both
DEATH_OTHERS	Varchar(60)	Nullable	Both
DEATH_ADDR_STREET	Varchar(20)	Nullable	Both
DEATH_ADDR_TOWN	Varchar(30)	Nullable This holds a predefined list of Borough's/Town . Values are <BRONX,BROOKLYN,MANHATTAN,STATEN ISLAND,OTHER>	Both
DEATH_ADDR_TOWN_OTHER	Varchar(50)	Nullable.	Both
DEATH_ADDR_STATE	Char(2)	Nullable.	Both
DEATH_ADDR_ZIP	Varchar(10)	Nullable	Both
PERMIT_SIGNATURE	Varchar(40)	Nullable	Internal
DISINTERRED	Char(1)	Nullable. Has values 'Y' - YES 'N' - NO	Internal
DATE_DISINTERMENT	DATE	Nullable	Internal
DISINTERMENT_DESTINATION	Varchar(50)	Nullable	Internal
DISINTERMENT_RETURN_DT	Date	Nullable	Internal
COMMENTS	Varchar(500)	Nullable	Internal

MEDICAL_EXAMNO	Varchar(50)	Nullable. Minimum of 5 character and max of 50. Format is [X][YY]-[N....]where X is any alphabet character, YY is the year,- is a hyphen required, N is the unique numeric integer value . Eg. B14-1523	Both
INFANT_DEATH_INDC	Char(2)	Nullable Has values 'SB' – Still Born 'FD' – FOUND DEAD 'DI' – DIED IN INFANCY 'UN' - UNKNOWN	Internal