

**Allegheny Department of Human Services
Data Release Agreement – July 2001**

I. PARTIES

This Agreement is made between the Pennsylvania Department of Public Welfare (hereinafter “DPW”) and the Allegheny County Department of Human Services (hereinafter “ACDHS”).

II. INTRODUCTION

Federal and state laws allow the release of information concerning recipients of public assistance and LIHEAP but place strict guidelines on the release of this information. 42 U.S.C. §602(a)(1)(A)(iv); 42 U.S.C. §1396a(a)(7); 7 CFR §272.1(c)(1); 42 C.F.R. §431.300; 45 C.F.R. §205.50; 62 P.S. §404; and 55 Pa. Code Chapter 105.

III. PURPOSE

This Agreement is entered into and by and between DPW and ACDHS, a County agency providing various services to needy individuals in Allegheny County. DPW and ACDHS agree that this initiative benefits the families and individuals served by both agencies. It will improve the delivery and coordination of service; reduce duplication; maximize appropriate funding; and improve planning strategy. Mutual clients will benefit with ACDHS and DPW being able to complement services provided by the other agency and/or identify persons who are not receiving services to which they are entitled. A more comprehensive picture of the needy population of Allegheny County will enable ACDHS to better plan for needed services and project future funding needs.

IV. RESPONSIBILITIES OF ADHS

1. Designate one liaison to serve as a single point of contact for DPW. ACDHS will notify DPW in writing, if the designated contact is to change.
2. Provide a monthly file of ACDHS clients to include the following data elements: first name, last name, SSN and date of birth.
3. Modify the ACDHS application for services to include a valid release of information allowing DPW to release certain information to ACDHS. The release statement is worded as follows: “I authorize the release of personal, financial, and medical eligibility information from the Department of Public Welfare to the Allegheny County Department of Human Services (ACDHS) and its contractors (agents, assigns) for the purpose of determining eligibility for ACDHS programs.”

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3. ACDHS and their employees will use the client specific information only to verify an individual's eligibility for benefits under the various benefit programs administered by DPW.
4. ACDHS agrees that it will instruct any person having access to this information as to the security requirements and obligations, and will inform such persons that they are bound by the confidentiality provisions of this Agreement.
5. ACDHS agrees that any employees having access to this information will execute a Non-Disclosure Agreement (see attached Non-Disclosure Agreement). ACDHS will retain the originals on file and promptly provide copies to DPW upon request. No other persons shall be permitted access to this information.
6. ACDHS agrees that all contractors and/or agents having access to this information will execute a Non-Disclosure Agreement (see attached Non-Disclosure Agreement). ACDHS will retain the originals on file and promptly provide copies to DPW upon request. ACDHS assumes responsibility to assure that its contractors and/or agents observe the same requirements as ACDHS with respect to their employees having access to this information.
7. ACDHS agrees to inform all employees that the violation of this Agreement may result in disciplinary action, including discharge or criminal prosecution if warranted.
8. ACDHS agrees that they are responsible for compliance with the terms of this Agreement of their employees, contractors, and/or agents.

V. RESPONSIBILITIES OF THE DPW

1. Designate one liaison to serve as a single point of contact for ADHS. DPW will notify ACDHS in writing, if the designated liaison is to change.
2. Use the monthly file provided by ACDHS to match against the active recipients on the Client Information System (CIS) and the LIHEAP system.
3. Return to ACDHS a file of matched clients to include the following data elements: first name, last name, date of birth, gender/sex, race/ethnic code, SSN, recipient number, full address, certain employment status and work program training information, education, living arrangement code, and the category/program status codes with the corresponding eligibility dates.

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4. Return to ACDHS a second file of all remaining Allegheny County recipients on CIS that did not match. This second file will not identify the unmatched CIS recipients, but for each recipient will provide: gender/sex, race/ethnic code, date of birth, marital status, certain employment status and work program information, education, living arrangement code, zip code, civil subdivision, school district, category/program status codes with the corresponding eligibility dates.

VI. CONFIDENTIALITY

DPW and ACDHS must protect client confidentiality while sharing the information necessary to improve service to their clients. The use of this information is confined to activities, which are essential for this initiative. ACDHS and its employees, contractors, and/or agents may only have access to this information on a “need to know” basis.

VII. GENERAL PROVISIONS

1. This Agreement shall become effective on the date it is executed by both parties, and shall remain in effect until canceled by either party by a 30-day written notice.
2. If either party believes that the other has breached any material terms of this Agreement, it shall provide the other written notice and request corrective action. If the other party fails to cure the breach, within 30 days, then party asserting the breach may immediately terminate this Agreement.
3. Additions and changes in the provisions of this Agreement may be made by mutual written consent of the parties and shall become an attachment to this Agreement.
4. ACDHS agrees to indemnify and hold harmless DPW, the Commonwealth of Pennsylvania and their employees and officials for any loss, damage, judgments, and costs of liability arising from the release or use of the information provided by DPW, except as intended in this Agreement.
5. ACDHS may not use this information for any commercial or political purpose.
6. This Agreement is not assignable, nor may ACDHS delegate duties described herein.

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7. Each of the signatories to this Agreement represents that he/she has full power and authority (without further approvals or consents) to enter into this Agreement and perform the obligations set forth herein.

VIII. CONTACT PERSONS

- A. The ACDHS contact is:

John Pierce, Deputy Director, Allegheny County Department of
Human Services
One Smithfield Street, 2nd floor
Pittsburgh, Pa. 15222
Telephone: (412) –350-5860 Fax: (412) –350-5220
E-mail: jpierce@dhs.County.allegheny.pa.us

- B. The DPW contact is:

Andrew Masson, Supervisor, Division of Automation Planning and
Support, Office of Income Maintenance
Room 222 Willow Oak Bldg
P.O. Box 2675
Harrisburg, Pa. 17105

Telephone: (717)-772-7927 Fax: (717) 772-7299
E-mail: AndrewM@dpw.state.pa.us

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IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized officers.

ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES

Date

Date

COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF PUBLIC WELFARE

Sherri Z. Heller
Deputy Secretary for Income Maintenance

Date

OFFICE OF THE COMPTROLLER

Robert A. Snyder
Comptroller

Date

APPROVED FOR FORM AND LEGALITY:

DPW Office of Legal Counsel

Date

General Counsel

Date