

## Example 18. New York TPC Strategy on Data Sharing

### Summary of Proposed MOU for Facilitating Data Sharing Among Agencies Participating in New York State’s TPC Initiative

#### ***The Problem***

Many of the analyses likely to be needed by the Steering Committee and its workgroups will require sharing case-level data among two or more participating agencies.<sup>1</sup> Unfortunately, under participating agencies’ existing procedures for sharing data for research purposes, it often takes months to arrange and complete such analyses. If the normal processes have to be repeated separately for each analysis, the work of the Steering Committee and its workgroups will be repeatedly and substantially delayed.

Requested analyses often can be completed quickly, once the relevant data have been compiled and prepared for analysis. Typically, the sources of greatest delay in projects that require sharing data among agencies are

- the process of preparing, reviewing, and approving requests for access to data, and
- the process of matching records from two or more sources.

#### ***The Solution***

The TPC Research and Information Support Team (RIST) recommends establishing a single, over-arching MOU to govern data sharing for the purpose of supporting TPC analyses. To that end, the Team has

- reviewed the data sharing policies of each participating agency,
- reviewed a sample of existing MOUs that have been adopted by participating agencies for similar purposes,<sup>2</sup> and
- prepared a draft MOU that the Team believes is consistent with participating agencies’ existing policies.

The proposed MOU would establish policies and procedures that would expedite the approval and matching processes by

- creating a “TPC Core Database,” which would incorporate individual-level data from DOCS, DOP, DCJS, and perhaps DPCA;
- establishing a “certification” process, whereby the construction of additional, special purpose, interagency data sets could be authorized as needed on the basis of documentation confirming that a proposed data project conforms to the requirements of the TPC MOU (without a need to develop a separate MOU for each instance); and
- “pre-matching” personal identifiers available in the Core Database with the internal database identifiers used in participating agencies’ data systems.

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<sup>1</sup> Dozens of such analyses are anticipated.

<sup>2</sup> The existing MOUs varied substantially in format, from brief and general, to long, detailed, precise, and legalistic. The Team chose to adopt a very detailed format, reasoning that agencies that prefer the briefer format would still find the more detailed approach acceptable (but not necessarily vice-versa).

- The Core Database will permit nearly immediate turn-around for a substantial proportion of analyses needed for TPC purposes.
- On those occasions when analyses require additional data not included in the Core Database,
  - the certification process will expedite authorization to access the relevant data, and
  - extracting the necessary records from the appropriate systems will be greatly expedited (in most cases) by having already completed the “pre-match.”
- The proposed MOU takes into account the fact that some of the relevant, individual-level data cannot be shared in identifiable form for TPC purposes (e.g., Medicaid data or data relating to participation in treatment for chemical dependence), and it allows for the possibility that the agency hosting such data might have to be the last in line to add data to a composite file and might then have to be the agency that conducts the requested analyses.

## ***Provisions of the MOU***

The following briefly outlines the contents of each of the major sections of the MOU, as drafted by the RIST members.

### **Intent**

The participating agencies agree that they intend, whenever possible and as appropriate, to

- Share data to support TPC analyses
- Conduct and contribute to TPC analyses
- Develop and maintain an adult core database
- Explore the desirability and feasibility of a juvenile core data base
- Construct and analyze special data sets as needed
- Match person or case identifiers in advance
- Limit release of data and findings to the TPC Steering Committee, its work groups, and the agencies that contributed data (except with the explicit approval for wider distribution by the Steering Committee and the agencies that contributed data).

Participating agencies also agree that an agency may decline to supply requested data or conduct requested analyses, provided the party explains in writing why supplying the data or conducting the analyses is either illegal or not feasible.

### **Definitions**

Definitions are provided for the following key terms: *TPC analysis, data project, data project description, certification, data provider, data recipient, lead agency, aggregated data set, de-*

*identified data set, limited data set, identifiable data set, adult core data base, and special data set.*

### **Confidentiality Safeguards Applicable to All Participating Agencies**

Paragraphs 22 – 30 specify actions and limitations on use of data designed to protect confidentiality of individuals who are the subjects of the data, to which all participating agencies must agree.

### **Agency-Specific Provisions**

Paragraphs 31 – 37 specify exceptions and additional limitations that apply to certain types of data or data held by certain participating agencies.

### **Request and Certification Procedures**

Each instance of a need to prepare and analyze a “special data set” requires a separate data project description and data project certification. This section

- explains identification and role of the lead agency
- specifies the required elements of a data project description, and
- explains the forms and procedures required to “certify” that a proposed data project complies with the provisions of the MOU.

### **Disclosure of Findings**

Specifies that, prior to release to the Steering Committee or its workgroups, the findings of TPC analyses

- will be reviewed by data providers to correct factual errors, misinterpretations of data elements, or misinterpretation of agency policies, and
- will not be disclosed to anyone who is not a party to the MOU, without the explicit approval of the TPC Steering Committee and the agencies that contribute data to the analyses.

### **Attachment A: Certification Form**

Attachment A of the MOU is the form that is to be completed, signed, and attached to the “data project description” for each proposed “data project.” It “certifies” that a proposed data project complies in all respects with the provisions of the TPC MOU.

According to the current draft of the MOU, the person authorized to sign the certification for each agency involved in a data project would be the agency’s representative on the Research and Information Support Team (RIST). An agency is, of course, free to establish internal procedures not documented in the MOU that might be prerequisite to authorizing its RIST representative to “sign off” on individual projects. However, since the purpose of establishing the certification process is to expedite the approvals, any additional layers of review should be kept to a minimum.

MEMORANDUM OF UNDERSTANDING  
CONCERNING SHARING OF DATA AND OTHER DATA ANALYSIS RESOURCES  
AMONG AGENCIES PARTICIPATING IN  
*THE NEW YORK STATE TRANSITION FROM PRISON TO COMMUNITY INITIATIVE*  
(*hereinafter “TPC”*),  
WHICH AGENCIES (*hereinafter “the parties”*) INCLUDE

**The New York State Division of Criminal Justice Services (hereinafter “DCJS”)**  
having its principal offices at 4 Tower Place, Albany, NY 12203, and

**The New York State Department of Correctional Services (hereinafter “DOCS”)**  
having its principal offices at Building 2, State Campus, Albany, NY 12226, and

**The New York State Division of Parole (hereinafter “DOP”)**  
having its principal offices at 97 Central Avenue, Albany, NY 12206, and

**The New York State Department of Health (hereinafter “DOH”)**  
having its principal offices at Corning Tower, Empire State Plaza, Albany, NY 12237, and

**The New York State Department of Labor (hereinafter “DOL”)**  
having its principal offices at the State Campus, Building 12, Albany, NY 12240, and

**The New York State Division of Housing and Community Renewal (hereinafter “DHCR”)**  
having its principal offices at Hampton Plaza, 38-40 State Street, Albany, NY 12207, and

**The New York State Division of Probation and Correctional Alternatives (hereinafter “DPCA”)** having its principal offices at 80 Wolf Road, Albany, NY 12205, and

**The New York State Office of Alcoholism and Substance Abuse Services (hereinafter “OASAS”)** having its principal offices at 1450 Western Avenue, Albany NY 12203, and

**The New York State Office of Children and Family Services (hereinafter “OCFS”)**  
having its principal offices at 52 Washington Street, Rensselaer, NY 12144, and

**The New York State Office of Mental Health (hereinafter “OMH”)**  
having its principal offices at 44 Holland Avenue, Albany, NY 12229, and

**The New York State Office of Mental Retardation and Developmental Disabilities (hereinafter “OMRDD”)** having its principal offices at 44 Holland Avenue, Albany, NY 12229, and

**The New York State Office of Temporary and Disability Assistance (hereinafter “OTDA”)**  
having its principal offices at 40 North Pearl Street, Albany, NY 12243.

WHEREAS, in order to identify potential targets for improvements in the management of offenders transitioning from prison to community and to support development of a multidisciplinary Transition Accountability Planning process, the parties have a mutual interest in compiling and sharing information about the characteristics and circumstances of offenders transitioning from prison to community, as well as information about case processing decisions, services, and other interventions for offenders transitioning from prison to community; and

WHEREAS, many analyses needed by the TPC Steering Committee and its workgroups for the above-mentioned purposes will require preparing data sets that include data maintained by two or more of the parties to this agreement; and

WHEREAS, it is recognized by the parties that, if the data sharing request and approval process and the data matching process must be undertaken separately for each TPC-related analysis, the work of the TPC Steering Committee and its workgroups will be repeatedly and substantially delayed;

NOW, THEREFORE, in order to promote efficiency in responding to the information needs of the TPC Initiative, the parties agree as follows:

1. The MOU will be deemed executed for the purpose of referencing the MOU as of the date it has been signed by authorized representatives of at least two of the parties. The MOU will become effective for each individual party as of the date it is signed by an authorized representative of the respective party.

## **Intent**

2. Share data to support TPC analyses. The parties intend to share data needed to support TPC analyses for the TPC Steering Committee and its workgroups, to the extent that such data
  - a. are under the control of a party to this agreement; and
  - b. are readily available or obtainable given a reasonable commitment of resources; and
  - c. are, in the judgment of the party in control of the data, not prohibited by applicable statutes and regulations to be shared for the purposes to be served by TPC analyses; and
  - d. can be shared using data management procedures that comply with applicable statutes and regulations and the provisions of this MOU.
3. Conduct and contribute to TPC analyses. The parties intend to conduct analyses, or assist in the conduct of analyses, or otherwise contribute knowledge and expertise, as such contributions are requested by the TPC Steering Committee and its workgroups, or as individual parties independently determine that sharing information in their possession will facilitate the work of the TPC Steering Committee and its workgroups, to the extent that the individual parties determine that such contributions are feasible and that the necessary resources can be committed.

4. Develop and maintain an adult core data base. To support rapid completion of as many as possible of the analyses needed by the TPC Steering Committee and its workgroups, DOCS, DOP, and DCJS intend to develop and maintain an adult core data base that combines information from existing DOCS, DOP, and DCJS data bases, and which is made available to DOCS, DOP, and DCJS analysts to support TPC analyses. The adult core data base will include information for offenders in selected annual prison release cohorts. It will be developed and maintained pursuant to a data project description and data project certification prepared and executed by DCJS, DOCS, and DOP, according to procedures detailed in paragraphs 30 through 38 of this agreement.
5. Explore the desirability and feasibility of a juvenile core data base. The parties intend to assist OCFS in determining whether it is desirable and feasible to construct a juvenile core data base, analogous to the adult core data base referenced above. If judged by the TPC Steering Committee to be desirable and feasible, the juvenile core data base will be developed and maintained pursuant to a data project description and data project certification prepared by OCFS and executed by parties that agree to join in the resulting certified data project, according to procedures detailed in paragraphs 30 through 38 of this agreement.
6. Construct and analyze special data sets as needed. The parties intend to construct special data sets as needed to support TPC analyses that cannot be accomplished using either the adult core data base alone, or, if it is developed and implemented, the juvenile core data base alone. Individuals to be included in special data sets may be identified via analyses of a core data base, but a special data set will also incorporate information which is not included in a core data base and may include information from parties who do not contribute data to a core data base. Special data sets will be developed and analyzed pursuant to data project descriptions and data project certifications, according to procedures detailed in paragraphs 30 through 38 of this agreement.
7. Match person or case identifiers in advance. In order to expedite the eventual construction and analysis of special data sets when the need arises, the parties intend to undertake advance matching of person or case identifiers for individuals in the release cohorts represented in the adult core data base to the person or case identifiers that serve as links to case-level data in the parties' respective data systems.
8. Limit release of data and findings. Data sets and analytic findings produced pursuant to this agreement are intended to be used for TPC purposes only. No individual level information will be disclosed to anyone except those specified as data recipients in an applicable data project certification that conforms to the confidentiality protections specified in paragraphs 21 through 38 of this agreement. Aggregate findings will not be released to any person or organization other than the TPC Steering Committee, its workgroups, and the agencies that contributed data, without the approval of the Steering Committee and the agencies that contributed data.
9. Decline under exceptional circumstances. A party may decline to supply data or conduct analyses requested by the TPC Steering Committee or its workgroups, provided the party explains to the Steering Committee in writing why supplying the requested data or conducting the requested analyses is either illegal or not feasible.

## Definitions

10. *TPC analysis* means a qualitative or quantitative analysis of offender characteristics and circumstances, case processing decisions, case plans and planning processes, or services and other interventions for offenders transitioning from prison to community, conducted at the request of the TPC Steering Committee or its workgroups, or proposed by the TPC Research and Information Support Team and endorsed by the Steering Committee.
11. *Data project* means a set of activities undertaken to combine data provided by more than one of the parties to this agreement, or to provide data maintained by one agency to analysts in another agency, and to conduct one or more TPC analyses using the shared data set. The data to be incorporated in a data project could come from existing electronic data bases, or a data project could include conducting original interviews, conducting original surveys, or conducting original data collection from paper case files.
12. *Data Project Description (DPD)* means a document describing the purposes and methods of a proposed data project. A DPD is required as part of the process of certifying that a proposed data project complies with the provisions of this MOU.
13. *Certification* means a document, signed by the parties serving as data providers and data recipients for a data project detailed in an accompanying data project description, which attests to the fact that the data project complies with the provisions of this MOU.
14. For any given data project, an agency that is a party to this agreement may serve as a data provider, a data recipient, or the lead agency, or may serve any combination of these functions:
  - a. *Data provider* means a party to this agreement that provides data to another party to this agreement pursuant to a certified data project, in a manner consistent with applicable rules, regulations, statutes, and the provisions of this MOU.
  - b. *Data recipient* means a party to this agreement that receives data from another party to this agreement pursuant to a certified data project, in a manner consistent with applicable rules, regulations, statutes, and the provisions of this MOU. A data recipient may also be a data provider, when a data recipient combines data from two or more data providers, then forwards the combined data set to another data recipient or returns the combined data set to the original data provider.
  - c. *Lead agency* means a party to this agreement that accepts responsibility for preparing the data project description for a given data project and for coordinating data preparation and TPC analyses for that project. The lead agency usually will also be the party taking responsibility for conducting the TPC analyses for a given data project, but there will be exceptions due to limitations on sharing data held by certain agencies.
15. *Aggregated data set* means a data set providing information on some number of variables (P), provided as counts of the numbers of cases with each unique combination of values for the P variables. Combinations with fewer than 5 cases are excluded, so that it is not possible to identify individual persons either directly or indirectly. An aggregate data set may be provided in one of the following equivalent formats:
  - a. a P-way table, in which each cell corresponds to a unique combination of values for the P variables, each cell contains a count of the number of cases having the

corresponding combination of values, and the count in each cell is either zero or at least five; or

- b. a data file containing one record for each case, in which each record contains the values for the P variables in the corresponding case, and there are either zero records (no cases) or at least five records ( $\geq 5$  cases) having each unique combination of values for the P variables that occurs in the data set; or
  - c. a data file containing one record for each unique combination of values for the P variables that occurs in the data set, in which is recorded the P values that define a unique combination and the number of cases (at least five) having the corresponding combination of values.
16. *De-identified data set* is defined in this agreement according to the stringent criteria adopted in the OMH privacy policy. A data set is considered *de-identified* if either condition (a) or condition (b) is satisfied:
- a. all of the following identifiers of the individual (and relatives, employers, or household members) are removed:
    - i. Names;
    - ii. All geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geocodes (except that including the initial 3 digits of a zip code is permissible if the corresponding geographic area contains more than 20,000 people);
    - iii. Elements of dates (except year) directly related to the individual, and all ages and elements of dates that indicate age for individuals over 89, unless aggregated into a single category of age 90 and older;
    - iv. Telephone numbers; fax numbers; email addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate or license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers;
    - v. Web Universal Resource Locators (URLs);
    - vi. Internet Protocol (IP) address numbers;
    - vii. Biometric identifiers;
    - viii. Full face photographic images; and
    - ix. Any other personally unique identifying number, characteristic, or code (e.g., indictment numbers or docket numbers); OR
  - b. A person who is employed by the data provider, who has appropriate knowledge and experience with generally acceptable statistical and scientific principles and methods, determines that the risk is very small that the information could be used, alone or with other reasonably available information, to identify the individual who is the subject of the information.
17. *Limited data set* means a data set that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
- a. Names;
  - b. Postal address information, other than town or city, State, and zip code; (County may be included because it is not considered postal address information for this purpose);

- c. Telephone numbers; fax numbers; email addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate or license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers;
  - d. Web Universal Resource Locators (URLs);
  - e. Internet Protocol (IP) address numbers;
  - f. Biometric identifiers; and
  - g. Full face photographic images;
18. *Identifiable data set* means a data set that does not qualify as an aggregate data set, a de-identified data set, or a limited data set according to the criteria specified in this agreement.
19. *Adult core data base* means a data set combining information from existing DOCS, DOP, and DCJS data bases, made available to DOCS, DOP, and DCJS analysts without the necessity of further approvals, for the purpose of conducting TPC analyses as the need for such analyses arise.
20. *Special data set* means a data set that includes information that is not available in the adult core data base, usually (but not necessarily) combined with information from the adult core data base. A special data set is constructed pursuant to a certified data project, incorporates information from one or more of the data providers identified in the certification, and is made available for TPC analyses to one or more of the data recipients identified in the certification, as provided in the associated data project description.

## **Confidentiality Safeguards Applicable to All Participating Agencies**

21. Data recipients may use data received from other parties pursuant to this agreement only for TPC purposes, as described in the applicable data project descriptions.
22. Data recipients will not combine information in a certified data set with information from sources other than those authorized in the applicable data project descriptions.
23. Data recipients will restrict access to data received from other parties to those employees whose responsibilities require access to accomplish the functions authorized in the applicable data project descriptions.
24. Data recipients will store all physical media containing individually identifiable information in secure locations.
25. Data recipients will refrain from adding any information that would make the records more identifiable than specified in the applicable data project descriptions.
26. Data recipients will retain the data only as long as necessary to effectuate the purposes specified in the applicable data project descriptions. Upon completion of the TPC analyses, the data recipients agree to return or, with the consent of the providing agencies, destroy all confidential or proprietary information. Destruction includes the complete purging of all confidential information from all computers and back up media storage.
27. Data recipients will permit data providers to monitor, audit, and review activities of receiving agencies to assure compliance with this agreement.

28. Data recipients will not disclose individual level information received from data providers to any other person or organization, except as explicitly authorized in the applicable data project description and certification.
29. No party to this agreement may disclose to any other party to this agreement any chemical dependence treatment information that is governed by 42 CFR Part 2 in a form that permits it to be linked to an identifiable individual, nor any information that identifies individuals as chemical dependency treatment participants, without the written consent of each individual who is the subject of such data. Additionally, no party to this agreement may disclose to any other party to this agreement any information that identifies an individual's HIV status.

## Agency-Specific Provisions

30. *DCJS* can provide criminal history information under the following conditions: *DCJS* can provide aggregate data sets without restriction; can provide identifiable data sets, limited data sets, or de-identified data sets from which sealed cases have been excluded; and can also provide data sets which include sealed cases, dates, and geographic subdivisions, provided that such data sets are otherwise de-identified. *DCJS* can serve as a data recipient and, resources permitting, can match data sets, conduct person-level analyses on matched data sets, and provide matched data sets (either identifiable, limited, or de-identified, as permitted by the laws, rules, and regulations governing data disclosure by *DCJS* and the other parties contributing data to the matched data sets) to other parties to this agreement serving as data recipients, pursuant to applicable data project descriptions.
31. *DOCS* can provide aggregate data sets, de-identified data sets, limited data sets, or identifiable data sets, pursuant to certified data projects that comply in all other respects to the provisions of this agreement. *DOCS* can serve as a data recipient and, resources permitting, can match data sets, conduct person-level analyses on matched data sets, and provide matched data sets (either identifiable, limited, or de-identified, as permitted by the laws, rules, and regulations governing data disclosure by *DOCS* and the other parties contributing data to the matched data sets) to other parties to this agreement serving as data recipients, pursuant to applicable Data Project Descriptions.
32. *DOP* can provide aggregate data sets, de-identified data sets, limited data sets, or identifiable data sets, pursuant to certified data projects that comply in all other respects to the provisions of this agreement. *DOP* can serve as a data recipient and, resources permitting, can match data sets, conduct person-level analyses on matched data sets, and provide matched data sets (either identifiable, limited, or de-identified, as permitted by the laws, rules, and regulations governing data disclosure by *DOP* and the other parties contributing data to the matched data sets) to other parties to this agreement serving as data recipients, pursuant to applicable Data Project Descriptions.
33. *DOH* can provide aggregated data sets but cannot release individual level data (neither identifiable, limited, nor de-identified data sets) for the purposes of TPC analyses. *DOH* can serve as a data recipient for client identifying data and, resources permitting, can match data sets and conduct client level analyses on matched data sets.
34. *DOL* is prohibited by federal and state privacy statutes and regulations from sharing client identifying data without a specific release from each client. However, *DOL* can

serve as a data recipient for client identifying data and, resources permitting, match data sets and conduct client level analyses on matched data sets. Nonetheless, *DOL* is limited to providing only aggregate data and reports, and de-identified data sets, to other parties absent individual specific releases from each client.

35. *DPCA* can provide aggregate data sets from the Integrated Probation Registration System without restriction and other such data sets from which sealed cases have been excluded or de-identified or as otherwise not restricted. It is further understood that any data physically maintained on behalf of *DPCA* by *DCJS* is within *DPCA* control for purposes of this MOU.
36. *OASAS* is prohibited by federal privacy regulations from sharing client identifying data without a specific release from each client. *OASAS* can serve as a data recipient for client identifying data and, resources permitting, match data sets and conduct client level analyses on matched data sets. In the absence of client consent, *OASAS* is limited to providing only aggregate data sets and reports to other parties.
37. *OCFS* may provide, resources permitting, aggregate data sets, de-identified data sets, limited data sets, or identifiable data sets pursuant to certified data projects and, resources permitting, can match data sets, conduct person-level analyses on matched data sets, and provide matched data sets (either identifiable, limited, or de-identified, as permitted by the laws, rules, and regulations governing data disclosure by *OCFS*) to other parties to this agreement serving as data recipients, pursuant to applicable Data Project Descriptions.
38. *OMH* may provide health information in aggregated data sets or de-identified data sets. *OMH* may also provide health information in limited data sets pursuant to a standard Confidentiality and Non-Disclosure Agreement and a Data Exchange Agreement, provided the proposed use of the data is judged by *OMH* to constitute bona fide research. *OMH* can serve as a data recipient for client identifying data and, resources permitting, match data sets and conduct client level analyses on matched data sets.

## Request and Certification Procedures

39. Each instance of a need to prepare and analyze a special data set requires a separate data project description and data project certification.
40. One of the parties to this agreement will be designated to serve as the lead agency for each data project, based on the recommendation of the Research and Information Support Team chairperson, with the approval of the Steering Committee representatives from the agencies participating in the data project.
41. The Research and Information Support Team representative from the lead agency will coordinate preparation of the data project description, certification by the parties serving as data providers and data recipients for the data project, construction and maintenance of the necessary data set, and the analyses specified in the data project description.
42. The data project description must include the following elements:
  - a. The purpose of the project and the questions to be addressed by the project;
  - b. A definition of the cohort or sample of cases to be analyzed and an explanation of how cases will be identified and selected;
  - c. Identification of the parties that will serve as data providers and data recipients;

- d. A list of the data elements or explanation of the types of data needed to support the proposed analyses, presented separately for each prospective data provider;
  - e. An explanation of matching criteria and procedures, including matching sequence if more than two data providers will be contributing data;
  - f. A summary of anticipated analyses and products; and
  - g. Designation of the party or parties to conduct analyses.
43. The data project description will be reviewed for feasibility and compliance with the provisions of this agreement by the Research and Information Support Team representatives of the parties designated as data providers and data recipients for the proposed project, drawing on the expertise of other staff in their respective agencies as appropriate.
44. If satisfied that the proposed data project complies with the provisions of this agreement and does not violate the policies of their respective agencies, each Research and Information Support Team representative of the parties designated as data providers and data recipients for the proposed project will sign a certification form, included with this MOU as Attachment A, which
- a. Identifies the parties designated as data providers and data recipients;
  - b. Certifies that the associated data project description conforms in all respects to the requirements for a data project description as specified in this MOU and describes a data project that conforms in all respects to the provisions of this MOU;
  - c. Certifies that individuals for whom case record data are requested are the subjects of bona fide TPC Analyses being conducted or coordinated by the lead agency as described in the associated data project description;
  - d. Certifies that any data obtained by data recipients from data providers will only be used for the purposes described in the associated data project description;
  - e. Includes a summary of the kinds of data requested from each data provider and certifies that the associated data project description includes a specific listing of the data items requested from each data provider.
45. A completed certification form signed by the Research and Information Support Team representatives of the parties designated therein as data providers and data recipients shall constitute authorization to proceed with the data project as described in the associated data project description.

## **Disclosure of Findings**

46. The findings of TPC analyses conducted pursuant to certified data projects will be reviewed by data providers to correct factual errors, misinterpretations of data elements, or misinterpretation of agency policies prior to being disclosed to the Steering Committee or its workgroups.
47. The data exchanged among the agencies that are parties to this agreement may be protected by law, rule or regulation, and the findings of TPC analyses are confidential policy advice to the Steering Committee and its workgroups and will not be disclosed by any party to this agreement to any person or organization that is not party to this agreement without the explicit approval of the TPC Steering Committee and the agencies that contributed data to the analyses.

## Term and Termination

48. This agreement shall take effect for each individual party immediately upon signature by that party, and shall remain in effect for each individual party so long as that party remains committed to the TPC data sharing initiative.
49. Each party shall have the right to terminate its participation in this agreement immediately upon written notice to the other parties.
50. This agreement may be modified or amended upon written notice of approval by a majority of members of the TPC Steering Committee and the unanimous written consent of the parties to this agreement.

Signatures

51. In witness whereof, the parties signed this agreement on the day and year appearing opposite their respective signatures.

**NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE DIVISION OF PAROLE**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE DEPARTMENT OF HEALTH**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE DEPARTMENT OF LABOR**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE DIVISION OF PROBATION AND CORRECTIONAL ALTERNATIVES**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE OFFICE OF MENTAL HEALTH**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE OFFICE OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NEW YORK STATE OFFICE OF TEMPORARY AND DISTABILITY ASSISTANCE**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A: CERTIFICATION FORM**

**Certification by Data Recipients**

WHEREAS, the data recipients listed below request permission from the data providers listed below to compile and analyze certain case record information specified in the attached Data Project Description, in accordance with the provisions of the attached “Memorandum of Understanding Concerning Sharing Of Data And Other Data Analysis Resources Among Agencies Participating In The New York State Transition From Prison To Community Initiative” (hereinafter “the MOU”) first executed on <mm/dd/yyyy>;

1. The undersigned data recipients certify that the attached Data Project Description conforms in all respects to the requirements for a Data Project Description as specified in the attached MOU and describes a data project that conforms in all respects with the provisions of the attached MOU;
2. The undersigned further certify that the individuals for whom case record data are requested are the subjects of bona fide TPC Analyses being conducted or coordinated by the Lead Agency as described in the attached Data Project Description;
3. The undersigned further certify that any data obtained from data providers pertaining to the individuals for whom case record data are requested will only be used for the purposes described in the attached Data Project Description;
4. The undersigned further certify that the attached Data Project Description includes a specific listing of the data items requested from each data provider, which listing may be summarized as follows:

<brief paragraph summarizing kinds of data requested to be inserted here>

5. The undersigned further certify that only the appropriate data managers and analysts of the data recipients or their agents will have access to the data, and that the data recipients and their agents will comply in all respects with the procedures, requirements, and conditions specified in the MOU

**Research and Information Support Team (RIST)  
Representative**

| <b>Data Recipients</b> | <b>Research and Information Support Team (RIST)<br/>Representative</b> |              |                  | <b>Date</b> |
|------------------------|--|--------------|------------------|-------------|
|                        | <b>Name</b>  | <b>Title</b> | <b>Signature</b> |             |
| (Lead Agency)          |  |              |                  |             |
|                        |  |              |                  |             |
|                        |  |              |                  |             |
|                        |  |              |                  |             |
|                        |  |              |                  |             |

**CERTIFICATION FORM (CONTINUED)**

**Approval by Data Providers**

The undersigned agree that the data providers listed herein shall provide the items of case record information specified in the attached Data Project Description, to the extent such items are contained in data providers' files, subject to the terms and conditions of the attached MOU.

**Research and Information Support Team (RIST)  
Representative**

| <b>Data Providers</b> | <b>Research and Information Support Team (RIST)<br/>Representative</b> |              |                  | <b>Date</b> |
|-----------------------|--|--------------|------------------|-------------|
|                       | <b>Name</b>  | <b>Title</b> | <b>Signature</b> |             |
| _____                 | _____  | _____        | _____            | _____       |
| _____                 | _____  | _____        | _____            | _____       |
| _____                 | _____  | _____        | _____            | _____       |
| _____                 | _____  | _____        | _____            | _____       |
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| _____                 | _____  | _____        | _____            | _____       |