

Data Use Agreement  
Between  
New York State Office for the Aging  
And

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(Insert Area Agency Name)

This Data Use Agreement is entered into by and between the New York State Office for the Aging (NYSOFA), 2 Empire State Plaza, Albany, NY 12223, and

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(Insert Agency Name and Address)

(hereafter referred to as AAA), regarding the access and use by NYSOFA of data owned by the AAA and entered into the PeerPlace Cloud-Based Data Management System (Data System), developed by PeerPlace Networks, LLC, and owned, maintained, or controlled by NYSOFA.

## I. PURPOSE OF THE DATA USE AGREEMENT

The purpose of this Agreement is to ensure NYSOFA's access to and use of data owned by AAA for the lawful purposes identified herein, and to identify the limitations accompanying such access and use.

## II. DEFINITIONS

- A. AAA Data: Data collected by AAA and entered into AAA's OLTP, including that data which is included in any OLAP generated by the OLTP and accessed by NYSOFA. Such data is now and shall continue to be the property of AAA.
- B. Aggregate Data: Data relating to multiple data subjects and compiled in a form containing no identifiers and which assigns only a numerical value (e.g., average age, number of Hispanics served) to each data field based on the collective responses of all included data subjects.
- C. Data Subject: Any natural person about whom Personally Identifiable Information has been collected by or on behalf of NYSOFA.

- D. Emergency: The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any causes, whether natural or man-made, and that requires responsive action to protect life or property. Emergencies may include, but are not limited to, fire, flood, earthquake, hurricane, tornado, high water, landslide, mudslide, wind, storm, wave action, volcanic activity, epidemic, air contamination, terrorist activity, cyber event, blight, drought, infestation, explosion, radiological accident, nuclear, chemical, biological, or bacterial release, water contamination, bridge failure, or bridge collapse.
- E. On-line Analytical Processing System (OLAP): A “static” informational system containing statistical, historical, or archival data aggregated from one or more systems of records. An OLAP is an analytic database meant for viewing statistical data for the purposes of reporting, monitoring, and analysis. This type of database cannot be modified by users and new data cannot be entered into an existing OLAP. For purposes of this Agreement, any reference to OLAP shall mean only a statewide OLAP generated for access by NYSOFA which consists of data from OLTPs maintained by AAA and other Area Agencies on Aging, and shall not include any other OLAPs, including others generated from AAA’s OLTP.
- F. On-line Transaction Processing System (OLTP): A “live” informational system consisting of operational data. Data may be entered into or changed within an OLTP, and is frequently updated. For purposes of this Agreement, all references to OLTP shall mean the OLTP utilized by AAA and into which AAA data is initially entered. The OLTP is a storage and retrieval system of records that is the authoritative source for particular data elements also appearing in the OLAP.
- G. Personally Identifiable Information: Any information concerning a data subject which, because of name, number, symbol, mark, or other identifier, can be used to identify that data subject. Any reference to “Personal Information” shall mean Personally Identifiable Information, and the terms may be used interchangeably.
- H. Protected Health Information (PHI): Protected Health Information carries the definition provided in 45 C.F.R. § 160.103.
- I. User Roles: Assigned roles, including administrative roles, which determine the data to be accessible to an individual by type(s) of data and/or by particular data elements or collections of data elements, and the transactions that the individual may perform with regard to this data. User roles are assigned based upon the type of user, the functions performed by the user, and the business needs which accompany these functions.

### **III. BACKGROUND**

Data is collected by AAA in connection with the provision of services under the auspices of NYSOFA and in accordance with its obligations as an Area Agency on Aging. Data is to be entered into the Data System by AAA as described in the attached Memorandum of Agreement. The Data System is under the control and maintenance of NYSOFA and is made available to AAA for use in administering programs under the auspices of NYSOFA. Data entered into the Data System is owned by and continues to be owned by AAA, and entry of such data into the Data System has no effect on such ownership.

Data entered into the Data System by AAA is located initially in an On-line Transaction Processing system (OLTP), which allows for changes such as the entry of additional data, and is accessible only to AAA. Data located in the OLTP may be used to generate an On-line Analytical Processing system (OLAP). The OLAP is a statewide system containing certain data elements from AAA's OLTP as well as the OLTPs of other Area Agencies on Aging. For purposes of this Agreement, the OLAP shall refer only to the statewide OLAP accessible by NYSOFA and not to any other OLAP which may be generated from AAA's OLTP. Data appearing in the OLAP is capable only of being accessed, and not changed or added to. All data accessed or used by NYSOFA for the purposes identified in this Agreement will be obtained through the OLAP.

### **IV. DATA TO BE SHARED**

- A. Data necessary to satisfy any reporting requirements applicable to NYSOFA under federal law, including but not limited to the Older Americans Act, supporting regulations, and any supplemental instructions issued by federal agencies, as required.
- B. Data necessary to satisfy any reporting requirements applicable to NYSOFA under New York State law, including but not limited to those identified in the Elder Law.
- C. Data to be used in conducting analytics to allow for more effective and more efficient administration of programs in accordance with the requirements and the goals identified in federal and state law, including but not limited to the Older Americans Act and the New York State Elder Law.

- D. Data used by NYSOFA for purposes of monitoring and evaluation of programs administered under its auspices.
- E. Data necessary to respond to an emergency, when an emergency has been declared by any federal, state, or local government entity or official with the legal authority to make such declaration, or when such data has been requested by any federal, state, or local government entity or official with the authority to make such request for purposes of responding to an emergency, provided that informed consent for such a disclosure has been obtained from each data subject for whom such data is to be disclosed.
- F. Data to be released to third parties for research purposes following an approval process by NYSOFA. Data released for such purposes shall contain no Personally Identifiable Information, unless required by law or by court order. NYSOFA will take additional steps to ensure that no data released for such purposes is capable of identifying any individual, such as prohibiting disclosures of data fields containing very low quantities.

## **V. TERMS OF USE**

- A. NYSOFA will obtain AAA data only from the OLAP database, and not from the OLTP, and its access to and use of AAA data will be limited to that contained in the OLAP.
- B. NYSOFA will access and use only the data reasonably necessary to achieve the purposes identified in this Agreement under “Data to be Shared,” or as required by law or court order.
- C. Whenever practicable, NYSOFA will limit access to and use of AAA data to data in aggregate form.
- D. NYSOFA will treat all data containing Personal Information accessed from the OLAP as highly sensitive and confidential, and will implement procedures and take appropriate actions to protect the confidentiality of such data, including, at a minimum, all such actions identified as applying to such data under the Information Security Controls Standard, NYS-S14-003, including any amendments thereto or supersedence thereof, issued by the New York State Office of Information Technology Services.

- E. NYSOFA will ensure that the transfer of AAA data from the OLTP to the OLAP, the extraction of any such data from the OLAP, and any subsequent use of such data will, at a minimum, be subjected to all data security measures identified in the policies, procedures, and standards adopted by the New York State Office of Information Technology Services, including those currently in effect and any which may be subsequently adopted, and any amendments thereto. These policies, procedures, and standards are available at <http://www.its.ny.gov/eiso/policies/security>.
- F. NYSOFA will adopt procedures identifying user roles and the degree of access to data that will accompany each user role. The degree of access assigned to any user role will not exceed that which is reasonably necessary. Access to and use of any AAA data by NYSOFA employees will be limited to the degree of access assigned to their respective user roles.
- G. NYSOFA shall take steps to ensure that all employees, agents, contractors, and subcontractors of NYSOFA authorized to access AAA data have been fully advised of the confidential nature of the information contained therein, including through the use of end user agreements.
- H. NYSOFA shall limit access to the OLAP and to AAA data to those employees, agents, contractors, and subcontractors with a legitimate business need for such access, and all such access shall require a degree of authentication which satisfies the standards applicable to "Identity Assurance Level 3" as set forth in the Identity Assurance Policy, NYS-P10-006, including any amendments thereto or supersedence thereof, adopted by the New York State Office of Information Technology Services.
- I. NYSOFA will make no disclosures of data other than those identified in this Agreement without the explicit written approval of AAA, except as required by law or court order.

## **VI. GENERAL PROVISIONS**

- A. No modification of this Agreement will be effective unless it is in writing and fully executed by the parties hereto. Any failure to enforce a provision of this Agreement shall not be construed as a waiver of any succeeding breach of such provision, or a waiver of the provision itself,
- B. NYSOFA may not assign this Agreement, its obligations, or any interest hereunder. Any assignment of this Agreement shall be null and void.

- C. This Agreement and its terms shall survive unless explicitly revoked or superseded upon mutual consent of both parties hereto, or upon the termination of the Memorandum of Agreement to which this Data Use Agreement is attached.
- D. Upon termination of this Agreement, NYSOFA's access to and use of data contained in the OLAP shall continue in accordance with the terms of this Agreement to the extent necessary for the uninterrupted performance by NYSOFA of the functions identified in this Agreement and to satisfy any legal obligations or requirements.
- E. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- F. If any term or provision, or portion thereof, of this Agreement is, or becomes, invalid or unenforceable under any applicable statute or rule of law or public policy, it is to be deemed severed from this Agreement to the extent of its unenforceability or invalidity, and shall have no effect on the validity or enforceability of any other term or provision, or of this Agreement as a whole, which shall remain in full force and effect.

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED OFFICIALS ON \_\_\_\_\_, 2016:

New York State Office for the Aging:

Signature: \_\_\_\_\_

Name (print): Greg Olsen

Title: Acting Director

Address: 2 Empire State Plaza, 5<sup>th</sup> Floor

Albany, NY 12223-1251

\_\_\_\_\_  
(Full Name of AAA Organization)

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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