

**DOCUMENT 33:  
DRAFT MEMORANDUM OF AGREEMENT BETWEEN THE NEW  
JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES AND  
NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL  
HYGIENE THROUGH THE NEW YORK STATE DEPARTMENT OF  
HEALTH, CENTER FOR COMMUNITY HEALTH, OFFICE OF HEALTH  
SYSTEMS, FOR A PILOT TEST OF THE NEW JERSEY-NEW YORK  
CITY HEALTH DATASHARE PROJECT**

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**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES (NJDHSS)  
DIVISION OF PUBLIC HEALTH SERVICES/VACCINE PREVENTABLE DISEASE  
PROGRAM**

**AND**

**THE NEW YORK CITY DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE**

**THROUGH**

**NEW YORK STATE DEPARTMENT OF HEALTH  
CENTER FOR COMMUNITY HEALTH, OFFICE OF HEALTH SYSTEMS**

**FOR**

**Pilot Test of the New Jersey-New York City Health Data Share Project**

WHEREAS the delivery of health care can occur in many different settings, sometimes crossing geographical boundaries; and

WHEREAS there is a need to transmit health care data to health care providers in a clinically useful form regardless of setting or location; and

WHEREAS there has been limited exchange of such health care data between states; and

WHEREAS the New Jersey Department of Health and Senior Services, Division of Public Health Services – Vaccine Preventable Disease Program (“NJDHSS”) and the NEW JERSEY Office of Information Technology Systems (“OTIS”) and the New York City Department of Health and Mental Hygiene (“NYCDOHMH”) through the New York State Department of Health, Center for Community Health, Office of Health Systems (“NYSDOH”) (collectively, “the parties”) wish to engage in a data sharing/data exchange pilot test of immunization data that is housed in the immunization registry systems of New Jersey and the City of New York with the goal of confirming that data sharing and data exchange can occur between states and across state lines using electronic technology; and

WHEREAS the purpose of this Agreement is to provide for health data sharing by specifying the deliverables required of this pilot test for the sharing/exchange of immunization data between the following electronic applications: the New Jersey Immunization Information System (NJIIS), the

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Citywide Immunization Registry( NYC/CIR), and/or the New York State Immunization Information System (NYSIIS); and

WHEREAS the scope of this pilot will include sharing/exchanging vaccination data, patient name, date of birth, demographic information, the location at which the vaccination was administered, the vaccine received, the date of administration, the medical professional who provided the service and the patients' insurance information, whether they are VFC eligible, privately insured or Medicaid; and

WHEREAS the immunization data will be extracted from the NYCDOHMH and transmitted to the NYSDOH for transmission to the NJDHSS/NJIIS system; and immunization data will be extracted from the NJIIS in an agreed upon format and sent to the NYSDOH for transmission to the NYC/CIR; and.

WHEREAS information for individuals whose place of residence is in New Jersey but that receive immunization vaccinations in New York State or New York City and data regarding New York City and New York State residents who do not have a New Jersey address but receive immunization care in New Jersey will be shared and exchanged; and

WHEREAS this pilot test is a preliminary step to developing an architectural framework between the NJDHSS and the NYCDOHMH and/or the NYSDOH for standardized naming conventions, data storage, communication processes, integrity, security, and data privacy that will improve public health functions, integration and evaluation, research and better access to health data leading to improved patient care; and

WHEREAS the NJDHSS has the statutory authority under N.J.S.A. 26:4-131, et seq., the Statewide Immunization Registry Act, specifically at N.J.S.A.26:4-138 to share and obtain immunization data on New Jersey residents from sources that house that information stating: "The provisions of this act shall not prohibit the transmission or exchange of information from other government database systems, immunization registries of other states or similar regional registries officially recognized by those states, health maintenance organizations or health benefits plans, health insurance companies, practice management or billing vendors, or other similar databases containing immunization histories, if the transmission is in accordance with the provisions of this act and other relevant State and federal laws and regulations." under Public Health Law N.J.S.A. (Insert PLA Here); and

WHEREAS the NJDHSS finds it in the public interest to participate in this collaborative pilot test as a preliminary step to improving provider access to timely health data for the provision of better health care for each state's patient population; and

WHEREAS the NYSDOH [Insert the name of the other State Agency] has the statutory authority under N.Y.S. Public Health Law Section 2168 that provides that "the Commissioner may provide registrant specific immunization records to other state registries pursuant to written agreement requiring that the foreign registry conform to national standards for maintaining the integrity of the data and will not be used for purposes inconsistent with the provisions of this section." The section allows for the sharing/exchange of immunization health information data with the NJDHSS/VPDP through the Departments' Office of Information Technology Services provision for the technical

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expertise of the Project Manager assigned to the NJIIS Registry to prepare the data files and transmit the immunization information to the NYSDOH for NYCDOHMH, and

- (i) WHEREAS N.Y.S. Public Health Law Section 2168 requires that the City of New York provide immunization information to the NYSDOH Commissioner.

AND WHEREAS the NYSDOH and the NYCDOHMH finds it necessary to enter into an agreement with the NJDHSS that will allow the pilot test to occur; and

WHEREAS the NYCDOHMH finds it in the public interest to participate in this collaborative pilot test as the initial step toward improving provider access to timely health data for the provision of better health care for each state's patient population;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. Under this Agreement**, the NJDHSS, NYCDOH and the NYSDOH shall not provide nor exchange funding to one another for the pilot test. Each of the Participants will absorb the cost of said pilot test. Hereinafter the above shall be referred to as "the Participants:"

**II. Obligations of Participating Entities**

**(A.) Obligations**

All of the requirements of this section apply to the Participants:

1. The NJDHSS shall provide information or services in accordance with Section II (A.)3 which establishes the service deliverables which this agency must perform, in accordance with the established time frames established for each item in Section II (A)3.
2. The Participants shall be required to maintain all records for a period of time designated by their respective Department Record Retention Schedules.
3. The following deliverables are those agreed upon by the Participants:
  - Through an extract process, identified shared patient records will be selected from each collaborative partner's data base, and a batch file will be created for transmission to the respective collaborative partner that requires the immunization information. The received immunization data will then be updated into the collaborative partner's immunization data base.

In concept, a request for a specific patient's information will be sent (via a batch file transmission) from one collaborative partner to the other. The receiving partner's data base shall be searched to find the shared patients. A batch file will be created of the found shared patients' information and sent to the requesting collaborative partner. The requesting collaborative partner's immunization data base will be updated accordingly.

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Immunization services in any of the forenamed locations will be sent to the electronic application specific to the Participants. Those systems are the NJIIS, NYC/CIR or the NYSIIS.

- The electronic format of the data sharing/exchange will be in a format agreed upon by the Participants.
- The primary technical leads for the pilot test are:
  - New York City: Angel Aponti
  - New Jersey: Zina Kleyman
  - New York State: Michael Flynn

The technical leads will develop the technical specifications for the data exchange project, file specifications, program modifications to existing applications, operational environments and schedules, help desk documentation and training, patient matching criteria, and so forth.

- The non-technical members of the team are:
  - New York City: Amy Metroka (or designee)
  - New York State: Anna Collello (or designee)
  - New Jersey: Jeff Reed ( or designee)
  - New Jersey: Michele Romeo (or designee)

Project Oversight: Arnie Miller, Elite Business Services

- The project will *not* include:
  - Internet search – patient inquiry,
  - Web interactive selection of patient records for update into collaborative partner's data base, or the
  - Determination of User Requirements. – The Requirements Workgroup is responsible for defining what the data exchange is from a medical/business perspective, confirm what data elements are to be included in the data exchange, and so forth.
- The pilot test is scheduled to occur no later than December 31, 2007.
- 4. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested pilot test, including but not limited to, all papers, reports, surveys, plans, charts, records, analyses or publications produced for or as a result of this Agreement shall bear an acknowledgment of the Participant who provide the data. No work product produced utilizing data obtained under this Agreement shall be released to the public without the prior written consent of the affected Participant. The Participants shall have the right to edit each party's own work product and shall

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further have the right to add co-authorship or disclaimers as it, in its sole discretion, deems appropriate. The Participants shall assume all responsibilities relative to determining compliance and effect of the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and as it pertains to work product provided by the Participant.

5. The Participants agree that the information and or service deliverables indicated in Section II (A.)<sup>3</sup> will be performed during the period beginning October 1, 2007 and the period ending December 31, 2007.
6. In addition to the above, the Participants are required to abide by all general requirements contained in Sections IV and V of this Agreement.

## **III. General Provisions**

### **(A.) Mandatory General Provisions**

1. During the term of this Agreement, each Participant shall comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement
2. Each of the participants is an independent entity and neither party shall hold itself out as an agent, partner or representative of the other.
3. Failure by any of the Participants to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
4. If any of the provisions of this Agreement are, or become invalid, to any extent, the other provisions of this Agreement shall not be affected thereby. In the event of the invalidity of a provision, the Participants agree to accept a provision which reflects as closely as possible the intention of the invalid provision.
5. The laws of the State of New Jersey govern this agreement for the NJDHSS participants and the laws of New York State and New York City, where applicable, govern this agreement for the New York participants.
6. This agreement may be modified with express written consent of the Participants.
7. MOA extensions may be made to this agreement. If allowed, approval may be granted by the Program Management Officer and the Chief Information Officer.
8. Modifications to Section III regarding deliverables to be performed under Section II. (A.)<sup>3</sup> may be made with the approval of the Program Management Officer and the Chief Technology Officer identified in Section VI.

**DRAFT DRAFT DRAFT****(B.) Optional General Provisions**

<u>Applicable</u>	<u>Not Applicable</u>	
<input type="checkbox"/>	<input type="checkbox"/>	The Participants reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the copyright in any work developed under the Agreement.
<input type="checkbox"/>	<input type="checkbox"/>	The Participants agree that all data resulting from this Agreement are to be considered confidential and shall be solely used for the purposes as outlined above. All parties are required to use reasonable care to protect the confidentiality of the data.
<input type="checkbox"/>	<input type="checkbox"/>	Any research resulting from this Agreement which is subject to the Institutional Review Boards of either of the Participants shall be confidential. Each party is responsible for adhering to the rules of the Institutional Review Board which are hereby incorporated by reference.

**IV. Disclosure**

- DMAHS shall safeguard and maintain the confidentiality of all information accessed under this Agreement in accordance with
- Information thus obtained shall not be disclosed, except to individuals expressly authorized to review such information under federal or State laws,
- No records or any information acquired from DMAHS shall be disclosed except as expressly authorized under federal and State law and regulations.

**V. Security and Confidentiality**

- DHS, specifically DMAHS, will adhere to existing DHSS system security procedures and permit monitoring for such by DHSS. DMAHS will be required to sign a security agreement with DHSS to insure compliance.
- DHSS agrees to establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the DMAHS data while in the custodial possession of DHSS.

**VI. Term and Termination**

- (A.) Subject to any rights of termination hereinafter set forth, this Agreement shall become effective on October 1, 2007 and shall remain valid through December 31, 2007.

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- (B.) This Agreement may be terminated by either party with or without cause upon thirty (30) days advance written notice.
- (C.) Notice of termination shall be delivered via U.S. mail, return receipt requested, and shall be effective upon receipt. Notice shall be sent to the appropriate contact person identified at Section VI.
- (D.) Upon the issuance of notice of termination by the any Participant or, automatic termination under Section V (B), upon receipt of the Participants' notice of termination.
- (E.) NJDHSS shall not be responsible for any financial loss incurred by NYSDOH or NYCDOHMH whether directly or indirectly, through the use, electronic transfer or technical difficulties that may occur to any data furnished pursuant to this Agreement.

## **VII. Principal Contacts**

The principal contacts for all notifications required or otherwise necessary under this Agreement shall be as follows:

### **For the New Jersey Department of Health and Senior Services:**

#### **Program Management Officer**

[Name of principal contact person]  
[Title]  
[Name of Division]  
[Phone Number]  
[Fax Number]  
[Address]

#### **Chief Technology Officer**

[Name of principal contact person]  
[Title]  
[Name of Division]  
[Phone Number]  
[Fax Number]  
[Address]

### **For the New York State Department of Health:**

#### **Program Officer**

[Name of principal contact person]  
[Title]  
[Name of Division]  
[Phone Number]  
[Fax Number]  
[Address]

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**Chief Technology Officer**

[Name of principal contact person]  
[Title]  
[Name of Division]  
[Phone Number]  
[Fax Number]  
[Address]

**For the New York City Department of Health and Mental Hygiene:**

**Program Management Officer**

[Name of principal contact person]  
[Title]  
[Name of Division]  
[Phone Number]  
[Fax Number]  
[Address]

**Chief Technology Officer**

[Name of principal contact person]  
[Title]  
[Name of Division]  
[Phone Number]  
[Fax Number]  
[Address]

**VIII. We, the undersigned, consent to the contents of this Agreement**

**New Jersey Department of Health and Senior Services:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
[Name of Deputy or Senior Asst. Comm.]  
[Title]

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**New York State Department Of Health:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
[Name of Deputy of Senior Asst. Comm.]  
[Title]

**New York City Department of Health and Mental Hygiene:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
[Name of Deputy or Senior Asst. Comm.]  
[Title]