

**Interagency Agreement**  
**Among**  
**Agencies of the State of Oklahoma**  
  
Relating to the  
**Multi-Agency**  
**Electronic Data Sharing System**

**Article I**

**1.0 Purpose**

Recognizing that working with mutual clients in a more collaborative manner will ensure more efficient and more effective services for the people of Oklahoma, the undersigned agencies agree to share certain data with each other in an electronic format and jointly establish a system with which to share data electronically to improve services to the Citizens of Oklahoma.

## Article II

### 2.0. Definition of Parties

The parties to this agreement are agencies of the State of Oklahoma, and do hereby enter this interagency agreement to share data as defined by this agreement, including any addenda specific to each agency.

### 2.1 Oklahoma Commission on Children and Youth

This term shall refer to the state entity defined in Addendum I and hereinafter referred to as OCCY.

### 2.2 Oklahoma Department of Human Services

This term shall refer to the state entity defined in Addendum II and hereinafter referred to as ODHS.

### 2.3 Oklahoma Department of Rehabilitation Services

This term shall refer to the state entity defined in Addendum III and hereinafter referred as ODRS.

### 2.4 Oklahoma Health Care Authority

This term shall refer to the state entity defined in Addendum IV and hereinafter referred as OHCA.

### 2.5 Department of Mental Health and Substance Abuse Services

This term shall refer to the state entity defined in addendum V and hereinafter referred to as DMHSAS.

### 2.6 Office of State Finance

This term shall refer to the state entity defined in Addendum VI and hereinafter referred to as OSF.

### 2.7 Oklahoma Employment Security Commission

This term shall refer to the state entity defined in Addendum VII and hereinafter referred to as OESC.

### 2.8 Office of Juvenile Affairs

This term shall refer to the state entity defined in Addendum VIII and hereinafter referred as OJA.

### 2.9 Oklahoma State Department of Education

This term shall refer to the state entity defined in Addendum IX and hereinafter referred as OSDE.

### 2.10 Oklahoma State Department of Health

This term shall refer to the state entity defined in Addendum X and hereinafter referred as OSDH.

## Article III

### 3.0 Term of Agreement

This agreement shall be effective upon execution of the final signatory provided below. The agreement shall be effective until June 30, 2004. This agreement shall be renewable on a three-year basis at the option of all parties. OCCY is responsible for coordinating renewal.

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**INTERAGENCY AGREEMENT  
MULTI-AGENCY ELECTRONIC DATA SHARING SYSTEM**

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**3.1 Amendments**

This interagency agreement provides the framework for an evolving data-sharing system. Although this agreement contains all of the agreements of the parties and no oral representations from any party are binding, each agency agrees to operate in good faith to implement and maintain a data-sharing system that serves the entire Multi-Agency Electronic Data-Sharing System. When necessary, the participating agencies may amend this agreement in writing, signed by all parties.

**Article IV**

**4.0 General Provisions**

The signatory agencies recognize that the electronic data sharing system contemplated under this agreement will evolve as program requirements, funding, and technology change. The agencies agree to work collectively in good faith to address any issues in a manner agreeable to all parties. To provide a framework for the electronic data sharing system, however, the undersigned agencies agree to the following general provisions:

**4.1 Electronic Data Sharing**

- 4.1.1 Participating agencies will share client-specific and/or aggregate information electronically..
- 4.1.2 Participating agencies will share the following types of information: case information, client identification and demographic information, household composition, individual/household financial information, educational background, work history, referrals, barriers, assessments, and service plans. Medical information, other than some specific barrier/other qualifying conditions such as pregnancy, will not be shared. Data elements within each category are included in Attachment A, which is an integral part of this agreement. These data types and data elements represent a starting point and may be altered or expanded as the system is developed and implemented.
- 4.1.3 Participating agencies agree to share this information to the extent that it does not violate client confidentiality laws or other program-specific regulations as defined in attachment B, agencies addendum.
- 4.1.4 Participating agencies will provide data to the data-sharing system on a daily basis, at a minimum. Agencies may provide data more frequently depending on the need for and uses of the data, among other factors.

**4.2 Uses of Data**

- 4.2.1 Participating agencies will only use shared data to advance the program purpose for which the data was originally collected. Except where otherwise noted, the signatories agree that all data to be shared will advance the common program purpose of the undersigned agencies.
- 4.2.2 Shared data may be used to help complete intake and eligibility forms; verify eligibility; calculate benefits; develop, modify or implement a service plan; refer customers to another program or provider; track customer progress; determine customer outcomes; secure funding, and otherwise work to improve services to the citizens of Oklahoma. In addition, shared identified data will be matched then stripped of client-specific identifiers to be used to improve program management and conduct program-related and academic research.

**4.3 Confidentiality**

- 4.3.1 All agencies recognize and agree that the data collected and shared under this agreement is generally confidential and may not be released to the general public or other entities not a part of this agreement pursuant to the Open Records Act, 51 O.S. §24A.1 *et seq.*
  - 4.3.2 All agencies and their agents, including staff members, contractors and third-party providers, with access to the shared information will be obligated to follow confidentiality regulations imposed by the program under which the data were collected. All contracts and other procurement agreements relating to Multi-Agency Electronic Data-Sharing System will explicitly note this obligation.
  - 4.3.3 All programs' confidentiality requirements will include explicit limitations on searching for and viewing client information on a need-to-know basis directly related to service delivery for that
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client or client household. Agencies will take reasonable precautions to maintain the security and confidentiality of shared data at all times.

- 4.3.4 Agencies will not release client-specific information to agencies, entities, or individuals that are not a part of this agreement.
- 4.3.5 All customers will have the option of choosing not to share data with other programs and agencies. The signatories recognize and agree that some programs may offer a different array of services, or not provide services at all, to customers who choose not to share data, as the law allows.
- 4.3.6 Access to a client's records will be traceable by an audit trail. This requirement supports the need for some programs to document who has accessed the client file under the Release of Information and informed consent policies.
- 4.3.7 A signed Social Security Administration Agreement will be in place for each participating agency. This agreement enables the Department of Human Services to share social security numbers and claim verifications.

**4.4 Governance**

The participating agencies designate OCCY as the lead agency responsible for maintaining and administering the electronic data sharing system contemplated under this agreement. A committee including one representative from each participating agency will oversee the system. When necessary, OCCY will convene a meeting of representatives of each participating agency to take actions to maintain and support the data-sharing system, expand or otherwise modify the data sharing system, or extend access to data to other agencies or organizations for research purposes. Representatives of 50% or more of the participating agencies shall represent a quorum; actions will be approved if supported by a simple majority of the quorum.

**4.5 Resources**

- 4.5.1 Technical Resources. The parties recognize and agree that they may on occasion be required to contribute personnel and technical resources to implement and support the electronic data-sharing system.
- 4.5.2 Access to Systems. The participating agencies recognize and agree that they will be required to provide access to the databases, interfaces, network infrastructure, and other elements of their various information systems to effect an electronic data sharing system.

**4.6 Technology Infrastructure Improvements**

- 4.6.1 The participating agencies recognize and agree that they may have to invest in improvements to their information systems infrastructure, at their own cost, to effect electronic data sharing.
- 4.6.2 The participating agencies agree that any existing or future improvements to their information systems infrastructure will accommodate the requirements of the electronic data sharing system.

**4.7 Expansion/Extension**

The participating agencies recognize and agree that at times other agencies may wish to participate in the data sharing system, or may wish to share similar data through the data sharing system contemplated under this agreement. The parties agree to extend the data-sharing system to other agencies where possible when doing so would not compromise the performance, security or data integrity of the system.

**4.8 Termination**

This agreement may be terminated by three methods:

- 4.8.1 Involuntary Termination for Cause. Violation of Article IV by any party to this agreement shall be grounds for immediate suspension or termination.
  - 4.8.2 Voluntary Termination for Cause. Any party to this agreement may withdraw from its participation in the electronic data sharing system for cause by providing thirty (30) days written notice to the OCCY.
  - 4.8.3 Voluntary Termination without Cause. Any party to this Agreement may end its participation in the data sharing system without cause by providing sixty (60) days written notice to the OCCY.
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