

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

AND

THE NEW YORK CITY DEPARTMENT OF EDUCATION

This Memorandum of Understanding ("MOU") sets forth the parameters of the data share to be conducted by The New York City Department of Social Services, acting through the New York City Human Resources Administration ("HRA"), located at 180 Water Street, New York, N.Y. 10038, and the New York City Department of Education ("DOE"), located at 52 Chambers Street, New York, N.Y. 10007, for purposes of assisting the U.S. Department of Agriculture ("USDA") Food and Nutrition Service ("FNS") and DOE to conduct a demonstration project to test the effectiveness of direct certification with the Medicaid program to determine the eligibility for free school meals for children who attend NYC public schools.

I. Purpose

The USDA FNS, in collaboration with the NYS Department of Education, DOE and HRA, is conducting a demonstration project to test the effectiveness of direct certification with the Medicaid program to determine the eligibility for free school meals for children who attend NYC public schools. The purpose of the demonstration and evaluation projects is (i) to determine the potential for direct certification with Medicaid to reach children who are eligible for free school meals but are not certified to receive the meals; (ii) to determine the potential of direct certification with Medicaid to directly certify eligible children who are enrolled for free school meals based on household application; and (iii) to provide an estimate of the effect on Federal costs and participation in the school lunch and breakfast programs. An evaluation of the demonstration project is being conducted by Mathematica Policy Research, Inc. (herein "Mathematica") and its subcontractor, Insight Policy Research (herein "Insight"), for the U.S. Department of Agriculture (USDA), Food and Nutrition Service (FNS), under contract AG-3198-B-12-0006. In order to be able to conduct the demonstration and evaluation project, FNS, Mathematica and Insight, and DOE must have access to the information set forth herein.

II. Term

This MOU shall commence upon the signature of all parties and shall continue until terminated.

III. Data Exchange

1. **Elements:** On a monthly basis, HRA will provide Medicaid Enrollment files to DOE containing the following individual level Medicaid administrative data before the application of any expense, block, or other income disregard for every child, up to age 19, enrolled in Medicaid for the School Years 2011 through 2014.
 - a) Case Number
 - b) Case Suffix ID
 - c) Recipient Given Name
 - d) Recipient Surname
 - e) Recipient Date of Birth
 - f) Recipient Client ID Number
 - g) Gender
 - h) Line Number
 - i) Resident Street Name
 - j) Resident Apartment Number
 - k) Resident City
 - l) Resident State
 - m) Resident Zip code
 - n) House hold size
 - o) Medicaid Gross income before disregards

- 2) **Matching Rules:** DOE will provide details on the specific rules and algorithms used for matching files for direct certification, including but not limited to the data elements used and which elements must match exactly, if any; whether probabilistic matching is used; methods for resolving potential matches, non-matches, and duplicate matches; methods for identifying siblings; and the frequency with which matching is conducted.

IV. Data Exchange Procedure

The parties will follow the following process for conducting matches:

1. DOE will receive the Medicaid file from HRA once a month, initially.
2. DOE will identify students directly matched based on student last name, first name, date of birth, gender, and address. A daily match would be conducted for new student admissions.
3. Successful matches will be displayed as a "B" in the student database for the entire school year. The Medicaid matches will be the only students in the "B" category.
4. Student-specific notification letters will be automatically generated to school administrators and to household informing them of the free eligibility status for their child in addition to the process for parents to decline the benefit.

5. DOE will process and store all confidential student data and Medicaid information in accordance with relevant federal, state and local laws and regulations as indicated in Article VII below.

V. Ownership of the Data

Each party shall retain ownership of the data it generates.

VI. Contact Persons

To facilitate successful administration of this MOU, each party will designate a principal representative who will act as a person with regard to the MOU.

For HRA: Marjorie A. Cadogan
Executive Deputy Commissioner
Office of Citywide Health Insurance Access
NYC Human Resources Administration
180 Water Street
New York, N.Y. 10038
(212) 331-5451

For DOE: Nadine Brown
Chief Compliance Officer
Office of School Food
Eligibility and Compliance Unit
New York City Department of Education
44-36 Vernon Boulevard
LIC, New York 11101
(718) 707-4250

VII. Confidentiality

- I. All information obtained, learned, or developed in connection with this Agreement by any of the parties, including Individually Identifiable Information, (collectively "Confidential Information") shall be confidential, and neither HRA nor DOE shall disclose to any person, organization, agency or other entity any Confidential Information except as agreed by the parties to this agreement or otherwise required by law. Consistent with the terms of the Health, Hunger-Free Kids Act of 2010, the DOE shall be authorized to share information obtained or developed in connection with this Agreement with Mathematica and Insight in order for such entities to conduct the required evaluation of the demonstration project. The parties agree to limit their use and disclosure to the purposes stated herein. The parties shall comply with the New York State Social Services Law §§ 367 and 369(4), the Health Insurance Portability and Accountability Act (HIPPA), 45 C.F.R §164.512(k)(6)(i) and all federal, state and local laws and regulations

that authorize and restrict the use and disclosure of all Confidential Information, including the statutes and regulations governing the National School Lunch Program and School Breakfast Program, Title XIX of the Medicaid Program, the Healthy, Hunger-Free Kids Act of 2010, §103(a)(15)(f) and its amendments to the Social Security Act implemented under §103 (c)(7). To conduct this Medicaid demonstration project, HRA is authorized by the New York State Department of Health (See attached Letter of Commitment, dated November 23, 2011) to provide income and Medicaid program participation information to DOE.

2. No party to this agreement will disseminate or re-disclose Confidential Information to any other organization or individual, without first obtaining permission from the party providing the Confidential Information.
3. Any and all reports or publications produced as a result of this data match will present only de-identified aggregate data.
4. DOE shall not disseminate or disclose research reports or products relating to information obtained without written permission from HRA.
5. DOE shall not use or cause Confidential Information to be used for any purpose other than those purposes outlined in this Agreement.
6. Confidential Information, if transferred electronically between DOE and HRA, will be transmitted using a protocol that supports secure encryption. DOE will implement procedures to protect information provided by HRA from unauthorized access, alteration, use, or dissemination. DOE will implement procedures to ensure that all files containing Confidential Information will be password-protected, and that knowledge of the passwords will be limited solely to select staff working on this project.
7. DOE agrees to take appropriate administrative, physical and technical measures to ensure that the confidentiality of all Confidential Information provided by HRA is strictly maintained and protected. DOE agrees to store all physical data obtained from HRA in a secure location.
8. In the event of any unauthorized disclosure of Confidential Information pertaining to HRA clients or breach of confidentiality, DOE shall immediately commence an investigation to determine the scope of the data breach and inform HRA following discovery of any data security incident. DOE will be responsible for providing HRA with a written incident report, within 48 hours after the data breach is discovered, that explains the circumstances surrounding the data breach and the names of the individuals involved, if known. DOE shall be responsible for all costs associated with providing notification to all affected individuals, when required by law. Any unauthorized disclosure or use of Confidential Information will be considered a data breach in accordance with the terms set forth in this MOU. The improper use or disclosure of Confidential Information pertaining to HRA clients may result in the imposition of

sanctions as deemed appropriate by HRA, and a referral of the matter to the Office of the New York City Inspector General for potential prosecution.

9. The provisions regarding Ownership of the Data and Confidentiality survive termination or expiration of this MOU, or cessation of the work described herein, whatever the reasons therefore.

VIII. TERMINATION

Any party may terminate its participation in this MOU by giving thirty (30) days written notice to the remaining party or at any time with the mutual consent of the parties.

IX. ENTIRE AGREEMENT

This MOU sets forth the entire agreement among the parties superseding all prior agreements and understandings, written or oral, and may be modified only through the mutual, written consent of all parties.

IN ACCORDANCE with the above terms and conditions, the parties hereby execute this Memorandum of Understanding.

NYC Human Resources Administration



Commissioner

12/11/12
Date

NYC Department of Education



Commissioner

11/15/2012
Date

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 4th day of December 2012, before me personally came
Vincent Pullo known by me to be the
ACCO of the DEPARTMENT OF SOCIAL SERVICES OF THE
HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person
described in and who executed the foregoing instrument, and acknowledged to me that he/she
executed the same for the purposes therein mentioned.

Bonnie R. Briggman-Robinson
NOTARY PUBLIC

BONNIE R. BRIGGMAN-ROBINSON
Commissioner of Deeds
City of New York No. 4-4617
Commission Expires July 01, 2013

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 15th day of November 2012, before me personally came
ERIC GROSSSTEIN known by me to be the CEO of the NEW YORK CITY
DEPARTMENT OF EDUCATION, the person described in and who executed the foregoing
instrument, and acknowledged to me that he executed the same for the purposes therein
mentioned.

William A. Wilson
NOTARY PUBLIC

WILLIAM A WILSON
NOTARY PUBLIC STATE OF NEW YORK
QUEENS COUNTY
L.C. #0198028613
COM. EXP. 11/22/2013