

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is to permit the New York City Human Resources Administration "HRA" and **SUNY Manhattan EOC** ("Contractor") (hereinafter "the Parties") to exchange limited client identifiable data to effectively address the employment and training needs of Food Stamp Only ("FS") registrants and/or individuals who are work exempt under the FS requirements, but who choose to participate and who either were referred to the program by HRA, contacted by Contractor, or independently initiated participation in the employment and training programs.

Pursuant to the terms of the Venture II state awarded grant, the following MOU dated this _____ day of _____, 2012 was agreed upon by HRA with offices at 180 Water Street, New York, New York 10038 and Contractor, located at 163 West 125th Street, New York, NY 10027

This MOU contains terms of the Parties' agreement to cooperate in the state funded Food Stamp Employment and Training Venture II Program ("FSET II").

1. Term

The MOU shall incorporate the Venture I and Venture II food stamp only participants and shall cover the period commencing as of the date of full execution through December 31, 2016 or until such time as the MOU is terminated pursuant to the terms herein.

2. Objective of Program

The purpose of FSET II is to secure the services of eligible organizations to assist in the employment and training needs of FS registrants, or individuals who are exempt from FS work requirements but who volunteer to participate. Program providers will offer the registrants and volunteers basic education, vocational/technical skills training and other training required for employment. The organizations will coordinate with the HRA in the exchange of information that is required pursuant to the program.

3. Contractor Responsibilities

- Contractor must contact HRA in order to implement a plan for purposes of receiving referrals of individuals appropriate for FSET II, determining client eligibility for the program, enrolling eligible clients, training enrolled clients, and coordinating support services for Food Stamp Only ("FS") registrants and/or individuals who are work exempt under the FS requirements.
- Contractor must submit proof of employment of program participant to the HRA, once a recipient becomes employed, for purposes of FS budgeting (see Sec. 5(a)(i)(B) infra.

4. HRA Responsibilities

- HRA will send a letter to all clients eligible to participate in the FSET II program on a scheduled basis informing them of their eligibility.
- HRA will provide Contractor access to the Food Stamp Employment System ("FSE System") for purposes of entering the client's surname and Social Security number to determine whether the client is an active FS recipient and eligible for the FSET program. Contractor shall utilize the FSE System to enter information about the client, including demographic data, educational and employment history, military service history, criminal history, and language proficiency.
- The HRA database will only allow Contractor access to a screen which provides the client's name, address, telephone number, date of birth, case number, and the last four numbers of client's social security number.

5. Data Sharing Specifications

HRA will provide Contractor access to its Food Stamp Employment System ("FSE System") in order for Contractor to confirm client eligibility for the FSET II program and then to record related client-specific information in the database. HRA has established that this data exchange is directly connected with the administration of food stamps. Specifically, Contractor will be able to use the FSE System to determine whether applicants are actively receiving food stamps only and thus potentially eligible for the FSET II program. Only if the client is program-eligible will the Contractor be permitted to utilize the system to process the applicant and to disclose the applicant's information to HRA for confirmation of program eligibility. The Parties agree to share data, elements of which are specified in this MOU, for the purpose of providing eligible individuals with appropriate training and employment opportunities.

a. Data Elements to be Transmitted:

- i) Contractor will provide individual-level information obtained directly from the client to HRA through the FSE System. The data elements Contractor will provide include:

(A) Application Information, including:

- (i) Demographic data (including client's surname and Social Security number)
- (ii) Employment data (includes employment history)
- (iii) Language data (includes English proficiency)
- (iv) Education, Training, Licensing and Certification data
- (v) Military Service data

(vi) Criminal History data (limited to whether client has any criminal records or was previously incarcerated)

(B) Program Participation Information, including:

(i) Employment data (includes start date, employer information, wage and hour information, health insurance information)

(C) Miscellaneous Notes

ii) HRA will provide individual-level information to Contractor through the FSE System, including the data listed below, in order to verify applicants' identification, program eligibility, and employment status:

(A) Demographic data (including full name of client, date of birth, the last four digits of client's Social Security number, client address, and client phone number);

(B) Food Stamp Case data (includes status and, if status is "active", next recertification date) to verify client's program eligibility;

(C) Employment Status of client.

6. Confidentiality

- i. Subject to the representations and warranties set forth in paragraph ii of this Section, Contractor shall bear the responsibility of complying with all confidentiality restrictions, as specified herein and as required by law, when using and transmitting information via the FSE System. Contractor agrees to notify HRA in writing of any breach of confidentiality immediately upon the discovery of any unauthorized disclosure as described herein. If it is determined that Contractor fails to comply with these breach notification requirements, HRA reserves the right to immediately terminate Contractor's access to the FSE System and to terminate this agreement.
- ii. HRA represents and warrants that written client consents have been obtained which authorize Contractor to transmit information obtained from the clients into FSE System as contemplated by this MOU.
- iii. In performance of this Agreement, the Parties may acquire confidential information, records or data relating to, but not limited to, the Public Assistance, cash assistance, Food Stamp, medical, mental health, Medicaid, drug and alcohol treatment and HIV/AIDS status of individuals. The Parties agree that all confidential information, records or data so acquired shall be used or disclosed in a manner consistent with the confidentiality requirements of any and all applicable federal, state and local laws, and their implementing regulations, including but not limited to: the New York Social Services Law, the New York Mental Hygiene Law, the New York Public Health Law,

the Social Security Act, the Food Stamp Act and all other confidentiality laws, regulations and requirements as may now be, or in the future may become, applicable.

- iv. No individually identifiable information or aggregate data obtained in the course of this program shall be released or redisclosed to any other individual, non-participating agency, organization or entity, approved housing providers notwithstanding, without the prior written consent of HRA.
- v. Contractor agrees not to use or disclose any confidential or individually identifiable health information other than as permitted or required by this Agreement or as required by Law.
- vi. Contractor agrees to use appropriate safeguards to prevent use or disclosure of any confidential information, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic individually identifiable information that it creates, receives, maintains, or transmits pursuant to this Agreement. Measures shall be taken to protect passwords and to limit access to the FSE system. The information accessed by the Contractor shall only be used for the purpose described in this MOU.
- vii. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential and/or individually identifiable health information by Contractor in violation of the requirements of the Agreement.
- viii. Effect of Unauthorized Disclosure: Contractor agrees to report to HRA any use or disclosure of confidential or protected data, including individually identifiable health information, not provided for by this Agreement of which it becomes aware. Further, Contractor agrees to report to HRA any data security incident of which it becomes aware, including a breach of unsecured protected data. In the event of such an unauthorized disclosure of protected data:
 - (A) Contractor shall immediately commence an investigation to determine the scope of the unauthorized disclosure to determine if a data breach occurred and shall draft an incident report containing such findings, including the identity of the individual(s) whose protected data was, or is reasonably believed to have been the subject of the breach.
 - (B) Contractor shall promptly notify HRA of the breach when it is discovered. A breach is considered discovered on the first day on which Contractor knows or should have known of such breach.
 - (C) HRA or Contractor, as determined by HRA, shall promptly notify individuals about a breach of the confidential data and/or individually identifiable health information, as soon as possible but not later than 60 calendar days after discovery of the breach, except where a law enforcement official determines that a notification would impede a

criminal investigation or cause damage to national security. Notification shall be in a form and format prescribed by HRA and shall meet the requirements of applicable local, state and federal law.

- ix. HRA does not authorize and Contractor agrees not to subcontract any of its obligations under this agreement with any agent or subcontractor. In the event Contractor inadvertently provides any confidential data and/or individually identifiable health information to an agent or subcontractor for any purpose, Contractor agrees to ensure that such agent or subcontractor agrees to at least the same restrictions and conditions that apply through this Agreement to Contractor with respect to such confidential and/or individually identifiable health information.
- x. Contractor agrees to document disclosures of confidential and/or individually identifiable health information under this Agreement and information related to such disclosures as would be required for HRA to respond to a request by an individual for an accounting of such disclosures in accordance with Article 39-F of the New York State General Business Law, Title 10, Chapter 502 of the New York City Administrative Code and any other applicable local, state or federal law that is or shall come into existence.

7. Remedies in Event of Breach

- i. Contractor hereby recognizes that irreparable harm may result to HRA, and to the business of HRA, in the event of any breach by Contractor of any of the covenants and assurances contained in this Agreement.
- ii. In the event of breach of any of the covenants and assurances contained in Sections 6 or 8 herein, HRA shall be entitled to enjoin and restrain Contractor from any continued violation of such Sections, including but not limited to termination of access to HRA's web-based FSE System.
- iii. The improper use or disclosure of HRA data 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.
- iv. In the event of breach of Sections 6 or 8 by Contractor, Contractor shall indemnify and hold harmless HRA, its officers and employees from any claims, suits, actions, damages and costs of any nature arising out of the breach of confidentiality.
- v. The remedies contained in this Section shall be in addition to (and not supersede) any action for damages and/or any other remedy HRA may have for breach of any part of this Agreement.

8. Consent Form

Contractor shall have each client sign a consent form in which the client authorizes the Contractor to provide to HRA client identifiable information and data related to client

program participation, *enrollment and employment*. The consent form shall also include language that states that HRA will provide to the Contractor limited client identifiable information and data for the purpose of verifying the client's identification, case status, program eligibility and employment status for tracking and follow-up purposes. The consent form shall also state that when HRA processes that information it may affect the level of benefits the client receives due to client's revised employment status.

9. Publicity

Any public release by Contractor of information or data relating to HRA or HRA programs and clients, including but not limited to press releases, advocacy statements, and letters, shall be released only with the prior written consent of HRA.

10. Ownership of Information

HRA is the owner of all information and data contained in or extrapolated from any documents and all information and data contained in the FSE System pursuant to the terms of the MOU. Under no circumstances is any party permitted to copy, store, use or disclose any data other than as contemplated herein without the prior written consent of HRA, the party that owns the data. Any and all data extracted from the FSE System shall be destroyed or returned to HRA at the conclusion of the term of this MOU.

11. Termination

Either party may terminate this MOU with or without cause by providing 30 days written notice to the other Party.

12. Contact

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

13. Provisions Surviving Termination

The provisions regarding ownership of information, confidentiality and publicity survive termination of this MOU or cessation of the services required by this MOU, whatever the reasons therefore.

14. Applicable Laws

The Parties in the performance of this MOU, shall comply with all applicable federal, state and local laws, ordinances, and regulations. This MOU shall be interpreted in accordance with the laws of the State of New York.

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

NYC Human Resources Administration

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: [Signature]

Contractor
By: [Signature]
Name: Rayan Alexander
Title: Executive Director
Date: 2.23.12

ACKNOWLEDGEMENTS:

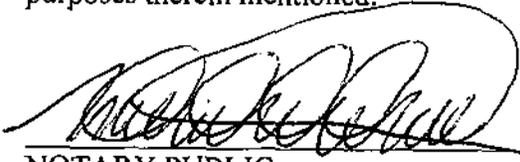
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this _____ day of _____, 2012, before me personally came _____ known by me to be the _____, 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.

NOTARY PUBLIC

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

On this 23 day of 02, 2012, before me personally came Rodney Alexander known by me to be the Executive Director of the SUNNY MANHATTAN SOC, the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.



NOTARY PUBLIC
MARTINE J. J.
Notary Public, State of New York
No. 01160100000
Qualified in New York County
Commission Expires Feb. 19, 2012 16