

Memorandum of Understanding
New York City Department of Citywide Administrative Services
and
New York City Human Resources Administration

This Memorandum of Understanding ("MOU") is made and entered into as of this 1st day of July, 2015 by and between the New York City Department of Citywide Administrative Services ("DCAS"), having its offices at One Centre Street, 17th Floor, New York, NY 10007, and the New York City Human Resources Administration ("HRA"), with offices located at 150 Greenwich Street, New York, New York 10007. DCAS and HRA are collectively referred to as the "Parties" and each, individually, as a "Party."

1. Purpose

The purpose of this MOU is to memorialize the respective responsibilities, payments and to establish a process concerning the fingerprinting services that DCAS will provide to certain HRA Full Public/Cash Assistance clients. These HRA clients are candidates for employment consideration that are to be investigated prior to appointment for law enforcement and sensitive titles on City of New York civil service lists known as "Investigation Before Appointment" or "IBA" titles. The Office of Management and Budget ("OMB") requires that two City of New York ("City") agencies enter into an intra-city agreement detailing the application of expense funds. To comply with OMB's requirements when transferring expense funds, DCAS and HRA are entering into this MOU.

2. Term

The term of this MOU will commence on July 1, 2015 and terminate on June 30, 2016 ("Initial Term"), with three (3) automatic one (1) year renewals ("Renewal Terms"), subject to the availability and appropriation of funds.

3. Services

HRA shall provide DCAS with a list of valid client identification numbers ("CID"s) or give DCAS "read-only" access to its database to verify the CIDs ("Database"). DCAS shall provide fingerprinting services for a HRA client who meet all the following criteria: (1) has a valid original CID card which bears their name; (2) submits proof of New York City residency; (3) is on a New York City civil service list for an IBA title; (4) reports to DCAS for their investigation interview; and (5) has an acceptable photo identification ("HRA Qualifying Client"). Depending upon the civil service title for which the fingerprints are taken, the current fingerprint fee is at the rate of \$75.00 or \$89.75 per candidate's fingerprint set. This fingerprint fee amount is set by and subject to change by either the New York State Division of Criminal Justice Services ("NYS DCJS") or the Federal Bureau of Investigation ("FBI"). A copy of the list of IBA titles is attached hereto as Exhibit A.

DCAS will review and verify that the CID card is valid before the fingerprint is taken. HRA will be responsible for maintaining and updating an accurate list of CIDs, CID cards and Database and HRA will give notice to DCAS of any changes in the validity of the above. DCAS is relying on the accuracy of HRA's list of CIDs, CID cards and Database. DCAS is not liable to HRA for the return of any paid fingerprint fees due to an invalidity of HRA's list of CIDs, CID cards or Database.

4. Confidentiality

Whereas, pursuant to New York State Social Services Law §136(1)-(2); 18 N.Y.C.R.R 357.2; and 45 C.F.R. §205.50, HRA is authorized to disclose cash assistance data to DCAS for purposes of this MOU:

A. in accordance with 18 NYCRR §357.3, DCAS agrees that: (i) the confidential character of the information provided by HRA will be maintained; (ii) the information will be used only for the purposes described in this MOU; and (iii) the information will not be used for commercial or political purposes.

B. DCAS may not re-disclose any individually identifiable information or aggregate data obtained in the course of data sharing arrangement to any other individual, non-participating agency, organization or entity without the prior written consent of HRA.

C. DCAS agrees to report to HRA any unauthorized use or disclosure of confidential or protected data not provided for by this MOU of which it becomes aware. Further, DCAS agrees to immediately report to HRA any data security incident of which it becomes aware, including a breach of unsecured protected data.

D. In the event that DCAS provides any confidential data to an agent or subcontractor for any purpose, DCAS agrees to ensure that such agent or subcontractor agrees to at least the same restrictions and conditions that apply through this MOU to DCAS with respect to such HRA client information.

5. Payment

HRA will pay and DCAS agrees to accept, as full payment for fingerprinting services the rates of \$75.00 or \$89.75 per candidate's fingerprint, dependent upon the civil service title for which fingerprints are taken. HRA agrees to pay any increased rate for fingerprinting services set by either the NYS DCJS or the FBI.

For the Initial Term of this MOU, HRA will deposit with DCAS a sum of thirty thousand dollars (\$30,000) via an intra-City budget modification within three (3) business days of the later date of the signature lines of this MOU. This allocation will be considered an advance to DCAS for the timely payment by DCAS to the NYS DCJS or the FBI to provide fingerprint services to a HRA Qualifying Client. If the intra-City budget modification advance amount becomes insufficient for any upcoming NYS DCJS or FBI payment, same will be replenished by HRA to cover such payments. For each of the Renewal Terms, HRA will initiate a budget modification advance of thirty thousand dollars (\$30,000.000) and provide replenishment for any intra-City budget modification advance amount that becomes insufficient for any upcoming NYS DCJS or FBI payment.

DCAS will submit a Statement/Invoice on a quarterly basis which will include the following language and signed by DCAS's fiscal officer:

"I hereby certify that, to the best of my knowledge, this invoice is for articles received, services rendered, or amounts expended on behalf of the City of New York, that it is correct as to the price and amount, that it is necessary for the proper transaction of the business of the DCAS, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said program described in this invoice."

DCAS will forward the Statement/Invoice to the following address:

New York City Human Resources Administration
150 Greenwich Street, 32nd Floor
New York, New York 10007
Attn: Michael Laidlaw

The DCAS Statement/Invoice will be subject to review and approval by HRA's Office of Staff Resources ("OSR"). Upon HRA/OSR's review and approval of a Statement/Invoice from DCAS, HRA/OSR will forward the Statement/Invoice to Madlyn Korman, Director of HRA's Office of Finance, Bureau of Accounts Payable.

Along with each invoice, DCAS will provide a report that sets forth each fingerprinted candidate's complete name, the last four digits of each Qualifying Client's social security number, HRA CID, title, list number and fingerprint fee amount for each HRA Qualifying Client fingerprinted.

The final DCAS Statement/Invoice and report for the Initial Term must be received by HRA no later than July 15, 2016. For any Renewal Term, DCAS will ensure that HRA receives the final Statement/Invoice and report of the fiscal year no later than fifteen (15) calendar days after end of that fiscal year.

6. Modification/Entire Understanding

This MOU contains the entire understanding of the Parties. The terms of this MOU may be modified only by a written instrument signed by the Parties.

7. Termination

During the Initial Term or any Renewal Term, HRA or DCAS may terminate this MOU by giving to the other Party thirty (30) days prior written notice of the effective date of the termination ("Termination Date"). HRA shall be responsible for the payment of all fingerprinting services provided by DCAS hereunder up to and including the Termination Date.

8. Notice

Any notice, direction, or communication from either Party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by facsimile or Email and, unless receipt of the facsimile or Email is acknowledged by the recipient by fax or email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

Notices shall be addressed as follows:

To HRA:

Erin Villari, Executive Deputy Commissioner
City of New York
Human Resources Administration
150 Greenwich Street, New York, NY 10007
Email: villarie@hra.nyc.gov

To DCAS:

Dawn M. Pinnock, Deputy Commissioner
City of New York
Department of Citywide Administrative Services
One Centre Street, 21st Floor
New York, NY 10007
Email:dpinnock@dcas.nyc.gov

9. Budget Codes

Unless subsequently notified otherwise, the Parties hereto shall use the following budget codes for the purposes of this MOU:

DCAS: Agency: 856, Unit of Appropriation: 002, Budget Code: 2126, Object Code: 400
HRA: Agency: 069, Unit of Appropriation: 101, Budget Code: 6611, Object Code: 40X

10. Administrative Provisions

Unless otherwise provided for under State or Federal law, the Parties shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years, subject to the final payment or termination of this MOU, whichever is later. Any City auditors shall have full access to and the right to examine any of said materials during said period.

All information pertaining to this MOU that is exchanged between the Parties shall be considered confidential and shall be used only for the intended purposes, with measures to be taken to safeguard the confidentiality of such information to the extent required by applicable State and Federal Laws and regulations.

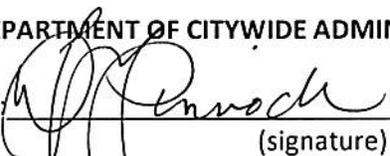
The services rendered under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and City, rules, and regulations as are in effect at the time such services are rendered, including, without limitation, the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, and 45 CFR 84 and 85.

11. Posting on NYC.gov

Pursuant to Local Law 40 of 2011, the Parties understand that this MOU may be posted on NYC.gov within thirty (30) days of execution.

IN WITNESS WHEREOF, this MOU has been executed and acknowledged by the Parties as of the date first set forth above.

DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

BY: 
(signature)

Printed Name: Dawn M. Pinnock

Title: Deputy Commissioner, Human Capital

Date: 7.1.15

HUMAN RESOURCES ADMINISTRATION

BY: 
(signature)

Printed Name: Vincent R. [unclear]

Title: [unclear]

Date: 7/6/15

EXHIBIT A

TITLE CODE	TITLE
51583	Assistant Commissioner for Aftercare and Preventive Services (Juvenile Justice)
51584	Assistant Commissioner for Non-Secure Detention (JJ)
51585	Assistant Commissioner for Planning and Program Development (Juvenile Justice)
60375	Assistant Director of Education (Juvenile Justice)
60370	Assistant Institutional Teacher (Juvenile Justice)
52300	Associate Juvenile Counselor
52300	Associate Juvenile Counselor
60422	Associate Urban Park Ranger
70760	Bridge and Tunnel Lieutenant
70710	Bridge and Tunnel Officer
70735	Bridge and Tunnel Sergeant
54612	Chaplain (Juvenile Detention Center)
94518	Commissioner of Children's Services
21849	Criminalist
52450	Congregate Care Specialist
30312	Deputy City Sheriff
51581	Deputy Commissioner (Juvenile Justice)
51587	Deputy Superintendent (Juvenile Justice)
60376	Director of Education (Juvenile Justice)
51588	Director of Public Information (Juvenile Justice)
51595	Family Preservationist (Juvenile Justice)
51586	General Counsel (JJ)
52437	Houseparent
60371	Institutional Teacher (Juvenile Justice)
52295	Juvenile Counselor
52295	Juvenile Counselor
52695	Ombudsman (Juvenile Justice)
51597	Program Coordinator (Juvenile Justice)
70112	Sanitation Worker
52438	Senior Houseparent
70810	Special Officer
51582	Superintendent (Juvenile Institution)
30315	Supervising Deputy Sheriff
70817	Supervising Special Officer
60421	Urban Park Ranger

Exhibit A - MOU (DCAS/HRA) - Listing of Investigation Before Appointment (IBA) Titles Handled By DCAS

Title Code	Title Description
10605	CASHIER
10609	ASSOCIATE CASHIER (TA)
12158	PROCUREMENT ANALYST
20140	QUALITY CONTROL SPECIALIST
22405	ASSISTANT PLAN EXAMINER (BUILDINGS)
22410	PLAN EXAMINER (BUILDINGS)
30505	MORTGAGE TAX EXAMINER
30704	CLAIM EXAMINER TRAINEE (TRANSIT AUTHORITY)
30726	CLAIM SPECIALIST
31101	INVESTIGATOR TRAINEE
31105	INVESTIGATOR
31113	FRAUD INVESTIGATOR
31118	ASSOCIATE FRAUD INVESTIGATOR
31121	ASSOCIATE INVESTIGATOR
31165	INVESTIGATOR (CCRB)
31166	SUPERVISOR OF INVESTIGATORS (CCRB)
31215	PUBLIC HEALTH SANITARIAN
31220	ASSOCIATE PUBLIC HEALTH SANITARIAN
31305	INDUSTRIAL HYGIENIST
31312	ASBESTOS HAZARD INVESTIGATOR
31315	AIR POLLUTION INSPECTOR
31620	INSPECTOR (BOILERS)
31622	INSPECTOR (CONSTRUCTION)
31623	INSPECTOR (ELECTRICAL)
31624	INSPECTOR (ELEVATOR)
31625	INSPECTOR (HEATING AND VENTILATION)
31626	HIGHWAYS AND SEWERS INSPECTOR
31627	INSPECTOR (HOISTS AND RIGGING)
31628	INSPECTOR (PLASTERING)
31629	INSPECTOR (PLUMBING)
31630	INSPECTOR (STEEL CONSTRUCTION)
31640	ASSOCIATE INSPECTOR (BOILERS)
31642	ASSOCIATE INSPECTOR (CONSTRUCTION)
31643	ASSOCIATE INSPECTOR (ELECTRICAL)
31644	ASSOCIATE INSPECTOR (ELEVATOR)
31645	ASSOCIATE INSPECTOR (HIGHWAYS AND SEWERS)
31647	ASSOCIATE INSPECTOR (HOISTS AND RIGGING)
31648	ASSOCIATE INSPECTOR (PLASTERING)
31649	ASSOCIATE INSPECTOR (PLUMBING)
31650	ASSOCIATE INSPECTOR (STEEL CONSTRUCTION)
31670	INSPECTOR (HOUSING)
31671	INSPECTOR (LOW PRESSURE BOILERS)
31675	ASSOCIATE INSPECTOR (HOUSING)
31676	ASSOCIATE INSPECTOR (LOW PRESSURE BOILERS)
31680	REHABILITATION SPECIALIST (HPD)
31685	ASSOCIATE REHABILITATION SPECIALIST (HPD)

Exhibit A - MOU (DCAS/HRA) - Listing of Investigation Before Appointment (IBA) Titles Handled By DCAS

Title Code	Title Description
31690	INSPECTOR (HOUSING CONSTRUCTION)
31695	ASSOCIATE INSPECTOR (HOUSING CONSTRUCTION)
31715	TRAFFIC CONTROL INSPECTOR
31815	BLASTING INSPECTOR
31835	SENIOR BLASTING INSPECTOR
31840	SUPERVISING BLASTING INSPECTOR
32415	DEMOLITION INSPECTOR
32435	SENIOR DEMOLITION INSPECTOR
32455	SUPERVISING DEMOLITION INSPECTOR
32461	ASSISTANT CHIEF OF DEMOLITION (HOUSING AUTHORITY)
32462	CHIEF OF DEMOLITION (HOUSING AUTHORITY)
32815	PAINTING INSPECTOR
32835	SENIOR PAINTING INSPECTOR
33315	HULL AND MACHINERY INSPECTOR
33335	SENIOR HULL AND MACHINERY INSPECTOR
33355	SUPERVISING HULL AND MACHINERY INSPECTOR
33415	PIPE LAYING INSPECTOR
33435	SENIOR PIPE LAYING INSPECTOR
33717	ROAD CAR INSPECTOR
33765	SERVICE INSPECTOR (DOT)
33766	SENIOR SERVICE INSPECTOR (DOT)
33969	TERMINAL MARKET MANAGER
33972	MARKET AGENT
33973	ASSOCIATE MARKET AGENT
33995	INSPECTOR (CONSUMER AFFAIRS)
33996	ASSOCIATE INSPECTOR (CONSUMER AFFAIRS)
34170	QUALITY ASSURANCE SPECIALIST TRAINEE
34171	QUALITY ASSURANCE SPECIALIST
34172	QUALITY ASSURANCE SPECIALIST (AUTOMOTIVE EQUIPMENT)
34173	QUALITY ASSURANCE SPECIALIST (BUILDING REPAIRS)
34176	QUALITY ASSURANCE SPECIALIST (FOODS)
34177	QUALITY ASSURANCE SPECIALIST (FUEL)
34181	QUALITY ASSURANCE SPECIALIST (METALS)
34183	QUALITY ASSURANCE SPECIALIST (PUPIL TRANSPORTATION)
34190	ASSOCIATE QUALITY ASSURANCE SPECIALIST
34192	ASSOCIATE QUALITY ASSURANCE SPECIALIST (FOODS)
34193	ASSOCIATE QUALITY ASSURANCE SPECIALIST (FUEL)
34195	ASSOCIATE QUALITY ASSURANCE SPECIALIST (METALS)
34196	ASSOCIATE QUALITY ASSURANCE SPECIALIST(PUPIL TRANSPORTATION)
34201	CONSTRUCTION PROJECT MANAGER INTERN
34202	CONSTRUCTION PROJECT MANAGER
34515	WATERFRONT CONSTRUCTION INSPECTOR
34535	SENIOR WATERFRONT CONSTRUCTION INSPECTOR
34615	WATER USE INSPECTOR
34620	ASSOCIATE WATER USE INSPECTOR
35110	INSPECTOR OF TIRES

Title Code	Title Description
35115	TRANSPORTATION INSPECTOR
35116	TAXI AND LIMOUSINE INSPECTOR
35143	ASSOCIATE TAXI AND LIMOUSINE INSPECTOR
35238	SUPERVISING INSPECTOR (MECHANICAL)
40310	APPRAISER (PERSONAL PROPERTY)
40410	APPRAISER (REAL ESTATE)
40425	PRINCIPAL APPRAISER (REAL ESTATE)
51800	PROBATION ASSISTANT
51801	PROBATION OFFICER TRAINEE
51810	PROBATION OFFICER
51860	SUPERVISING PROBATION OFFICER
52295	JUVENILE COUNSELOR
52300	ASSOCIATE JUVENILE COUNSELOR
52450	CONGREGATE CARE SPECIALIST
60407	RECREATION ASSISTANT
60414	PUPPETEER
60421	URBAN PARK RANGER
60422	ASSOCIATE URBAN PARK RANGER
60430	RECREATION DIRECTOR
60440	RECREATION SUPERVISOR
70710	BRIDGE AND TUNNEL OFFICER
70810	SPECIAL OFFICER
70817	SUPERVISING SPECIAL OFFICER
71022	EVIDENCE AND PROPERTY CONTROL SPECIALIST
71681	SANITATION ENFORCEMENT AGENT
71682	ASSOCIATE SANITATION ENFORCEMENT AGENT
71685	SANITATION COMPLIANCE AGENT
80102	REAL PROPERTY ASSISTANT
80112	REAL PROPERTY MANAGER
80122	ASSOCIATE REAL PROPERTY MANAGER
82975	INVESTIGATIVE MANAGER (CCRB)
90511	HOUSING EXTERMINATOR
91215	TRACTOR OPERATOR
91224	SUPERVISOR OF TRACTOR OPERATORS

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 10 day of July 2015 before me personally came Vincent Jullo, to me known and known to me to be Acco of the Human Resources Administration/Department of Social Services of the City of New York, the person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.


NOTARY PUBLIC

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2016

