

MEMORANDUM OF UNDERSTANDING

-between-

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

-and-

**THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION /
DEPARTMENT OF SOCIAL SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) made and entered into this 11th day of May, 2016, is by and between the NEW YORK CITY HUMAN RESOURCES ADMINISTRATION / DEPARTMENT OF SOCIAL SERVICES (“HRA”) with offices located at 150 Greenwich Street, New York, NY 10007 and the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT (“DYCD”) with offices located at 2 Lafayette Street, 21st Floor, New York, NY 10007 (collectively, the “Parties”).

WHEREAS, on July 10, 2014, Mayor de Blasio signed into law Local Law No. 35 of 2014, establishing the New York City Identification Card Program (“IDNYC Program”);

WHEREAS, Mayor de Blasio issued Executive Order No. 6 of 2014 designating HRA as the administering agency of the IDNYC Program;

WHEREAS, the IDNYC Program is intended to provide an identification card to a large demographic of New York City residents who may have difficulty in acquiring alternative forms of identification, thereby helping all residents receive benefits from City services;

WHEREAS, DYCD operates the Summer Youth Employment Program (“SYEP”) in the City, which provides New York City youth between the ages of fourteen (14) and twenty four (24) with paid summer employment for a period of up to six (6) weeks;

WHEREAS, SYEP participants must establish their identity and date of birth in connection with their application and acceptance into SYEP;

WHEREAS, pursuant to an amendment to Section 6-04 of Chapter 6 of Title 68 of the Rules of the City of New York, the Parties wish to allow SYEP participants to submit proof of SYEP participation as a form of identification acceptable for the IDNYC Program application;

WHEREAS, DYCD will allow HRA, specifically certain employees of the IDNYC Program, read-only access to its SYEP participant electronic database, the Youth Employment Payroll

System (“YEPS”), for the sole purpose of verifying that youth applying for IDNYC cards are SYEP participants;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. TERM

This MOU will take effect as of the date set forth above, and shall expire one year thereafter unless renewed or sooner terminated as provided herein. HRA and DYCD shall have the option to renew this agreement for three (3) additional, consecutive one (1) year terms upon written agreement of both Parties.

ARTICLE 2. SCOPE

A. GENERAL

The purpose of this Agreement is to provide a framework by which DYCD will grant the IDNYC Program read-only access to YEPS for the purpose of facilitating the IDNYC application and enrollment process for SYEP participants.

B. PROCEDURE

1. DYCD shall grant the IDNYC Program read-only access to YEPS through an online portal specifically tailored for access by the IDNYC Program. Access to YEPS shall be limited to ten (10) supervisory-level employees in the IDNYC Program’s Integrity Unit (“Authorized Employees”) and shall only be used for the purpose of verifying that an individual is an SYEP participant.
2. An SYEP participant interested in obtaining an IDNYC card may print an SYEP participation report (“SYEP Report”) from YEPS, which s/he may then present at any IDNYC enrollment site along with a photo identification pursuant to Section 6-05 of Chapter 6 of Title 68 of the Rules of the City of New York (or its equivalent under Chapter 6’s caretaker provisions). A sample SYEP Report is attached as Appendix A. The SYEP Report will contain the name, social security number, current home address, date of birth, DYCD identification number, and dates of applicant’s SYEP participation.
3. Upon receipt of an SYEP Report, Authorized Employees will log-on to YEPS to verify that the individual presenting the SYEP Report is in fact an SYEP participant and that the information in the SYEP Report matches the information in YEPS. The verification may occur at the time of application or during a subsequent investigation period. The YEPS system will provide the names, addresses, dates of birth, social security numbers, SYEP identification numbers and dates of participation of SYEP participants.
4. Upon verification as set forth in paragraph 3 above, the SYEP Report will count as two (2) points towards proof of identification and also as proof of residency and proof of date of birth in the issuance of an IDNYC card.

ARTICLE 3. LIMITATIONS ON DATA USE, ACCESS, AND DISCLOSURE

- A. DYCD will disclose SYEP participants' personal identifying information, including social security numbers, names, and birth dates ("SYEP Participant Data") to HRA by granting HRA read-only access to the YEPS electronic database. HRA acknowledges that it is responsible for ensuring compliance with the confidentiality safeguards and data security requirements contained in this Agreement.
- B. In connection with HRA's use of SYEP Participant Data accessed from DYCD pursuant to this Agreement HRA shall:
1. Use SYEP Participant Data accessed from DYCD only for the authorized purposes specified in this Agreement, which are limited to verifying that an IDNYC enrollee is in fact a current or former SYEP participant;
 2. Limit access to SYEP Participant Data to the Authorized Employees of the IDNYC Program;
 3. Adopt safeguards and procedures to protect the confidentiality of SYEP Participant Data and to limit dissemination only to authorized individuals as necessary for IDNYC enrollment. HRA agrees to maintain the confidentiality of SYEP participant data by using a reasonable degree of care, and using at least the same degree of care that HRA uses to preserve the confidentiality of its own confidential information. A description of IDNYC Program data security and confidentiality procedures that will apply to the use of SYEP Participant Data disclosed under this Agreement is annexed hereto and incorporated herein as Appendix B. HRA expressly acknowledges and agrees that, in the event that this Agreement provides greater protections than what is set forth in Appendix B, the terms of this Agreement shall control.
 4. Not copy or otherwise retain SYEP Participant Data accessed from YEPS. HRA shall only use YEPS data to confirm data submitted in the SYEP Report;
 5. Ensure that each Authorized Employee will adhere to the Citywide Users Responsibilities Policy established by the Department of Information Technology & Telecommunications; and
 6. Not disseminate, use, or permit the dissemination or use of SYEP Participant Data in any manner not described in this Agreement without express prior written consent from DYCD.

ARTICLE 4. CONFIDENTIALITY AND DATA SECURITY BREACH

- A. HRA agrees to hold confidential, both during and after the completion or termination of this Agreement, all SYEP Participant Data furnished to it by DYCD, through its access to YEPS, under this Agreement.
- B. The obligation under Section 4.A. to hold information or data confidential shall not apply where the City would be required to disclose such information or data pursuant to the New York State Freedom of Information Law ("FOIL"), provided that HRA provides advance notice to DYCD that it intends to disclose such information or data and DYCD does not inform HRA, in writing or by e-mail, that such information, or data are not subject to disclosure under FOIL.

- C. In the event that HRA receives a subpoena or similar process calling for the production of any DYCD Data within HRA's possession, HRA may make such disclosure in accordance with federal, state or local law or regulation, provided that HRA has given advance notice to DYCD of such required disclosure and given DYCD an opportunity to object to any disclosure.
- D. HRA shall provide notice to DYCD immediately upon the discovery by HRA of any breach of security, as defined in New York City Admin. Code § 10-501(b), of any SYEP Participant Data, encrypted or otherwise, in use by HRA that contains social security numbers, names, or other personal identifying information as defined in New York City Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the wrongful and/or negligent acts or omissions of HRA or its employees, subcontractors, or agents. Upon the discovery of such security breach, HRA shall take reasonable steps to remediate the cause or causes of such breach, and shall provide DYCD with at least thirty (30) days written notice and an opportunity to comment on such measures prior to implementation. HRA shall also cover the costs of notifications, and/or other actions, including any fines or disallowances imposed by the State or federal government as a result of the disclosure.
- E. HRA shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. HRA agrees that it will instruct its officers and employees to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.
- F. A breach of this Article 4 shall constitute a material breach of this Agreement for which DYCD may terminate this Agreement pursuant to Article 6. DYCD reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 5. RETENTION OF RECORDS

HRA, in addition to requirements of the above scope of services provisions, agrees to retain any books, records and other documents relevant to this Agreement for six (6) years after termination of this Agreement unless a shorter period is required by law. City, State and Federal Auditors and any other persons duly authorized by DYCD shall have full access to and the right to examine any said materials during said period.

ARTICLE 6. TERMINATION

Either party may, at any time, and for any reason, terminate this Agreement by giving 30 days written notice to the other party. If DYCD terminates the Agreement, DYCD may, at DYCD's sole discretion, require HRA to either return to DYCD or destroy the Data provided to HRA pursuant to this Agreement.

ARTICLE 7. MODIFICATION

This Agreement may be modified by the Parties by written agreement signed by both Parties. It may not be altered or modified orally.

ARTICLE 8. INDEMNIFICATION

HRA shall defend, indemnify and hold DYCD, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages, costs, or expenses to which DYCD, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of HRA and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement. Insofar as the facts or law relating to any claim would preclude DYCD from being completely indemnified by HRA, DYCD shall be partially indemnified by HRA to the fullest extent permitted by law.

ARTICLE 9. COMPLETE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any terms contained herein. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced.

ARTICLE 10. NOTICES

All notices and all other documentation required to be given under the terms of this Agreement, or which either party may desire to give to the other, shall be in writing and shall be sent by mail or confirmed facsimile to the following addresses:

NYC Department of Youth & Community Development
2 Lafayette Street, 21st Floor
New York, New York 10007
Attn: General Counsel's Office
CC: Julia Breitman

Attn: Executive Director, IDNYC
NYC Human Resources Administration
1 Metrotech North 6th Floor
Brooklyn, NY 11021

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

**THE NEW YORK CITY DEPARTMENT
OF YOUTH AND COMMUNITY
DEVELOPMENT**

**THE NEW YORK CITY HUMAN
RESOURCES
ADMINISTRATION/ DEPARTMENT
OF SOCIAL SERVICES**



Caroline Press
General Counsel



Colette Samman *Vincent R. Kelly*
Acting Executive Director, IDNYC *Press*

5/11/16

Date

6/2/16

Date

APPENDIX A

SAMPLE SYEP REPORT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 11th day of May in the year 2016 before me personally came Caroline Press, General Counsel of THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledged to me that she executed the foregoing as such for the purposes therein mentioned.

Latrisha Perovis

Notary Public

LATRISHA ERICA DESROSIERS
Notary Public - State of New York
NO. 02DE6277639
Qualified in New York County
My Commission Expires 03/11/2017

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

On this 2 day of June in the year 2016 before me personally came Vincentullo, who is Acce of THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION OF THE DEPARTMENT OF SOCIAL SERVICES, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledged to me that she executed the foregoing as such for the purposes therein mentioned, and that she signed her name thereto by authority of said organization.

Sharon James-Leonce

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, 2018

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2 Lafayette Street, 19th Floor
New York, NY 10007

DYCD Summer Youth Employment Program (SYEP) 2016

SYEP participants applying for an IDNYC card must submit this form at an IDNYC enrollment center no later than December 31, 2016.

The participant named below has successfully completed the enrollment process of the DYCD Summer Youth Employment Program (SYEP). This includes a review of third party documents to complete an I-9 form for employment, verification of age, address, and working papers. This form contains information from DYCD's database.

Last Name:

First Name:

Middle Initial:

Date of Birth:

Social Security Number (xxx - xx - xxxx):

Home Address

Street:

City:

State:

Zip:

SYEP ID#:

SYEP Dates of Participation: _____, 2016 through _____, 2016



APPENDIX B

HRA EXECUTIVE ORDER E-734: IDNYC PROGRAM DATABASE SECURITY

Executive Order No. E-734
December 1, 2014

THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION

**NEW YORK CITY IDENTITY CARD (IDNYC) PROGRAM
DATABASE SECURITY**

TO: Martha Calhoun, General Counsel
Kathleen Carlson, Chief External Affairs Officer
Sratu Gharney, Chief Program Accountability Officer
Matthew Brune, Chief Operating Officer
Jennifer Tavis, Executive Director, IDNYC Program
Lauren Friedland, Privacy Officer
Jon Miller, Chief Information Security Officer
All IDNYC Program Staff

CC: Nisha Agarwal, Commissioner, Mayor's Office of Immigrant Affairs
Mindy Tarlow, Director, Mayor's Office of Operations
Jennifer Yeaw, Chief of Staff, HRA
Jordan Dressler, Senior Advisor for Strategic Initiatives, HRA

FROM: Steven Banks, Commissioner 

I. INTRODUCTION

Pursuant to New York City Administrative Code Section 3-115 and the Mayor's Executive Order No. 6 of 2014, the New York City Human Resources Administration (HRA) is designated as the administering agency of the New York City Identity Card (IDNYC) Program. HRA and the IDNYC program are committed to protecting the privacy of IDNYC applicants' data through data security protocols designed to minimize the risk of unauthorized use and disclosure of applicants' and cardholders' personal information.

These protocols will apply to all of applicants' and cardholders' personally identifiable information, including but not limited to: name; address; scanned copies of identification and residence documents submitted for the card application; applicant photographs taken for the card; image templates derived from such photos; and any other information that may be used on its own or with other information to identify a person.

II. DATA STORAGE

IDNYC applicant data will be stored in accordance with the New York City Department of Information Technology & Telecommunication (DoITT) Citywide Information Security Program and its requirements for the handling of confidential information.

These requirements are publicly available on DoITTs website: <http://www.nyc.gov/html/doitt/html/business/security.shtml>. Accordingly, IDNYC applicant data will only be stored on the IDNYC Program's own encrypted computers and servers. All such data will be erased from local computers once sent to the server. All transmissions of such data will be encrypted.

III. DATABASE ACCESS

In accordance with the City's Identity Management Security Policy which requires that all access to City systems be authorized and based on individual identification and authentication, only HRA staff directly involved in the administration of the program, who have been trained and have been authorized by the Executive Director of the IDNYC Program or his/her designee or the General Counsel or his/her designee, will have access to the IDNYC program's databases. Moreover, HRA staff will have the lowest-level of access necessary to perform their jobs. Access to the databases and servers will be tracked through audit logs.

For information concerning the handling of third party requests for data contained in the IDNYC databases, please see the Commissioner's Executive Order No. 735 entitled "Handling of Third Party Requests for New York City Identity Card (IDNYC) Applicant and Cardholder Information."

IV. ACTIONS TO BE TAKEN IN THE EVENT OF A DATA SECURITY INCIDENT

Any person who becomes aware of any data security incident involving data collected in connection with the IDNYC Program shall immediately report the incident to HRA's General Counsel and the HRA Privacy Officer so that HRA's Office of Legal Affairs may immediately commence an investigation to determine if there was an unauthorized disclosure of applicants' or cardholders' personally identifiable information and if so, the scope of any such disclosure. The Office of Legal Affairs will also establish an appropriate corrective action plan and take steps to mitigate any harm caused by the disclosure.

In the event of a data breach involving personally identifiable information of IDNYC applicants or cardholders, HRA shall provide notification to the affected individuals within a reasonable amount of time, but no later than 60 calendar days after the discovery of the breach or earlier if so required by law, 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 format prescribed by the HRA Privacy Officer and shall meet the breach notification requirements of applicable local, state and federal law.

The improper use or disclosure of IDNYC data may result in disciplinary action as deemed appropriate by HRA, and a referral of the matter to the Office of the New York City Inspector General for potential prosecution.

Classification 1

Effective: Immediately

