

MEMORANDUM OF UNDERSTANDING

-between-

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

-and-

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

This **MEMORANDUM OF UNDERSTANDING** (“MOU” or “Agreement”) dated April 19, 2022 [“effective date”] between the NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/HUMAN RESOURCES ADMINISTRATION (“DSS/HRA”), as administrator of the New York City Identification Card Program (“IDNYC Program”), 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 (each a “Party” and, collectively, the “Parties”).

WITNESSETH:

WHEREAS, DSS/HRA is the administering agency for the New York City Identification Card Program (“IDNYC”), enacted by Local Law 35 of 2014;

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 contracts with community-based organizations (“DYCD Providers”) to operate the Summer Youth Employment Program (“SYEP”) and the Work, Learn, and Grow Employment Program (“WLGEP”) for New York City residents between the ages of fourteen (14) and twenty-four (24), which require participants to establish their identity and date of birth in connection with their application and acceptance into each program;

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 DYCD Participants to submit proof of 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 participant tracking electronic database for the sole purpose of verifying that youth applying for IDNYC cards are currently enrolled in SYEP and/or WLGEP (“DYCD Participants”); and

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. DYCD and DSS/HRA shall have the option to renew this Agreement for two (2) additional, consecutive two (2) year terms upon written agreement by 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 its participant tracking system for the purpose of facilitating the IDNYC application and enrollment process for DYCD Participants.
- B. Procedure.
1. Authorized Employees.
 - a. DYCD shall grant the IDNYC Program read-only access to its participant tracking system through an online portal specifically tailored for access by the IDNYC Program. Access to the DYCD participant tracking system shall be limited to ten (10) investigative employees in the IDNYC Program's Integrity Unit ("Authorized Employees") and shall only be used for the purpose of verifying that an individual is a DYCD participant.
 - b. DSS/HRA shall notify DYCD as soon as practicable of any request to remove an Authorized Employee's access to the DYCD participant tracking system where necessary, including but not limited to an Authorized Employee's departure or removal from employment with DSS/HRA.
 - c. DSS/HRA shall require each Authorized Employee to complete a nondisclosure agreement letter in order for DYCD to grant such employee access to the DYCD participant tracking system. DSS/HRA shall retain the signed nondisclosure agreement letter in its records and provide a copy of the same to DYCD. A sample nondisclosure agreement letter is attached hereto as Appendix A.
 - d. DSS/HRA may, when necessary, update its list of Authorized Employees with access to the DYCD participant tracking system, and shall provide a signed nondisclosure agreement to DYCD at the time that such change is requested. Additionally, in the event that this Agreement is renewed, DSS/HRA will conduct an audit to ensure that it has current nondisclosure agreements on file for all Authorized Users and report the results of such audit to DYCD in order to renew the Agreement.

- e. DSS/HRA shall ensure that each Authorized Employee adheres to the Citywide Users Responsibilities Policy established by the Department of Information Technology & Telecommunications.
 - f. Training. DSS/HRA shall provide or cause to provide training to its Authorized Employees to ensure that all Authorized Employees having access to the DYCD participant tracking system are trained in their confidentiality and data security responsibilities under applicable law and understand the privacy and data security and any other obligations of this Agreement.
2. A DYCD Participant interested in obtaining an IDNYC card may print a participation report (“DYCD Participant Report”) from the applicable participant portal, which they 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 DYCD Participant Report is attached hereto as Appendix B. The DYCD Participant Report will contain the name, current home address, date of birth, DYCD identification number, and date of applicant’s enrollment in SYEP or WLGEF.
 3. Upon receipt of a DYCD Participant Report, Authorized Employees will log on to the DYCD participant tracking system to verify that the individual presenting the Participation Report is in fact a DYCD Participant and that the information in the Participation Report matches the information in the DYCD participant tracking system. The DYCD participant tracking system will provide the names, addresses, dates of birth, DYCD identification number and the date of enrollment into SYEP or WLGEF of DYCD Participants (“DYCD Participant Data”).
 4. The verification may occur at the time of application or during a subsequent investigation period. However, the applicant need not present a DYCD Participant Report if the photo identification is provided to IDNYC at a temporary enrollment site located at a DYCD Provider’s office where the applicant is currently enrolling in IDNYC and SYEP and/or WLGEF. After receipt of the application, Authorized Employees will log on to the DYCD participant tracking system to verify that the individual presenting the photo identification is in fact a DYCD Participant and that the information on the IDNYC application matches the information in the DYCD participant tracking system. After completing verification, IDNYC will return to the applicant all records submitted to prove identity or residency, pursuant to DSS/HRA Executive Order No. E-739.
 5. Upon verification as set forth in paragraphs 3 and 4 above, the DYCD Participant 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. DSS/HRA shall use the data provided by DYCD only for the purposes defined in this Agreement, which is limited to verifying that an IDNYC applicant is in fact a DYCD

Participant. DSS/HRA acknowledges that it is responsible for ensuring compliance with the confidentiality safeguards and data security requirements contained in this Agreement.

- B. DSS/HRA shall adopt safeguards and procedures to protect the confidentiality of DYCD Participant Data and limit dissemination only to authorized individuals as necessary for IDNYC enrollment. DSS/HRA agrees to maintain the confidentiality of DYCD Participant Data by using a reasonable degree of care and using at least the same degree of care that DSS/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 DYCD Participant Data accessed under this Agreement is annexed hereto and incorporated herein as Appendix C.
- C. DSS/HRA shall not copy or otherwise retain DYCD Participant Data accessed from the DYCD participant tracking system. DSS/HRA shall only use the data to verify the data submitted in the DYCD Participant Report.
- D. DSS/HRA shall not disseminate, use, or permit the dissemination or use of DYCD 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. DSS/HRA agrees to hold confidential, both during and after the completion or termination of this Agreement, all DYCD Participant Data accessed through the DYCD participant tracking system under this Agreement (“Confidential Information”).
- 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 DSS/HRA provides advance notice to DYCD that it intends to disclose such information or data and DYCD does not inform DSS/HRA, in writing or by email, that such information or data are not subject to disclosure under FOIL.
- C. DSS/HRA shall provide notice to DYCD immediately upon the discovery by DSS/HRA of any breach of security, as defined in New York City Admin. Code § 10-501(b), of any DYCD Participant encrypted or otherwise, in use by DSS/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”), whether or not 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 prompt 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.

- D. In the event that DSS/HRA receives a subpoena or similar process calling for the production of any DYCD data within HRA's possession, DSS/HRA may make such disclosure in accordance with federal, state or local law or regulation, provided that DSS/HRA has given advance written notice to DYCD of such required disclosure and given DYCD an opportunity to object to any disclosure.
- E. DSS/HRA shall restrict access to confidential information to persons who have a legitimate related purpose to access such information. DSS/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

DSS/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. However, pursuant to DSS/HRA Executive Order No. E-739, DSS/HRA shall not retain any records provided by IDNYC applicants to prove identity or residency, including the DYCD Participant Report, after the IDNYC program has established identity and residency.

Article 6. TERMS OF PAYMENT

The Parties agree that neither Party shall pay any money to the other in relation to the MOU.

ARTICLE 7. 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 DSS/HRA to either return to DYCD or destroy any Data provided to DSS/HRA pursuant to this Agreement.

ARTICLE 8. MODIFICATION

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

ARTICLE 9. INDEMNIFICATION

DSS/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 DSS/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 DSS/HRA, DYCD shall be partially indemnified by DSS/HRA to the fullest extent permitted by law.

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 email to the following addresses:

To DYCD:

NYC Department of Youth & Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Caroline Press, General Counsel
Email: cpress@dycd.nyc.gov

With a copy to:

NYC Department of Youth & Community Development
2 Lafayette Street, 18th Floor
New York, NY 10007
Attn: Julia Breitman, Assistant Commissioner, Workforce Connect
Email: jbreitman@dycd.nyc.gov

To HRA:

NYC Department of Social Services
Human Resources Administration
1 Metro Tech North, 18th Floor
Brooklyn, NY 11201
Attn: Executive Director, IDNYC

ARTICLE 11. COMPLIANCE WITH LAW

- A. The Services rendered under this Agreement shall be performed in accordance with the applicable provisions of federal, state, and local laws, 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 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.
- B. By entering into this Agreement, DYCD affirms that its Agency Privacy Officer (“APO”) has reviewed this Agreement and determined that any disclosure by it of identifying

information, as defined by Local Laws 245 and 247 of 2017, is routine and HRA's APO has reviewed this Agreement and designated that the collection of the DYCD data is for a routine use, pursuant to the Local Laws 245 and 247 of 2017. Each Party further affirms that it will seek review and approval from the City Chief Privacy Officer for any non-routine disclosure or collection, as applicable, of identifying information, where necessary.

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

ARTICLE 12. 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.

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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 SOCIAL SERVICES/HUMAN
RESOURCES ADMINISTRATION**

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

Vincent Pullo
Agency Chief Contracting Officer

Date: 4/19/2022

Caroline S. Press
Caroline Press
General Counsel

Date: 04/18/2022

APPENDIX A

HRA EMPLOYEE NONDISCLOSURE AGREEMENT LETTER

[Date]

[DSS/HRA Employee Name, Title]

[DSS/HRA employee email]

Dear [DSS/HRA Employee Name],

DSS/HRA has entered into an agreement with the New York City Department of Youth and Community Development (“DYCD”) to help with verifying the identity and residency of applicants to the IDNYC program who have participated in the DYCD Summer Youth Employment Program (“SYEP”) and/or Work, Learn, and Grow Employment Program (“WLGEF”).

As part of your responsibilities verifying the identity and residency of applicants to the IDNYC program, you have been given access to DYCD’s participant tracking system to verify the identity and residency of youth participating in SYEP and/or WLGEF. The DYCD participant tracking system includes personal identifying information of participants in SYEP and/or WLGEF (“DYCD Data”). As detailed below, you shall maintain the confidentiality of all DYCD Data learned by or furnished to you in connection with the IDNYC enrollment services contemplated above.

Consistent with the above, you shall only access DYCD Data necessary to verify the identification and residency of each specific applicant to the IDNYC program who presents to you for verification. You shall not access any other data stored in the DYCD participant tracking system.

In the event that you do access or disclose any DYCD Data outside of what is contemplated above, you shall:

- (i) maintain the confidential character of the information and take all appropriate administrative and physical measures to safeguard the DYCD Data and to ensure that the DYCD Data is protected from further disclosures;
- (ii) not disclose the DYCD Data to outside persons or entities unless such disclosure has been approved by DYCD in writing, and not disclose to persons within HRA unless such disclosure is in furtherance of the IDNYC verification purposes;
- (iii) provide advance notice to DYCD if DSS/HRA receives a subpoena or similar process calling for the production of any DYCD Data within DSS/HRA’s possession and give DYCD an opportunity to object to any disclosure prior to release of such data;
- (iv) not permit the DYCD Data to be used for commercial or political purposes;
- (v) not use the DYCD Data or allow the DYCD Data to be used for research purposes unless approved by DYCD; and
- (vi) immediately report to DYCD, in writing, in the event that you become aware of any unauthorized use or disclosure of the DYCD Data or breach of unsecured DYCD Data and take all reasonable steps to remediate the cause or causes of such breach and mitigate the damages related thereto and shall provide notice of such steps to DYCD.

The above safeguards and conditions are intended to assure the confidentiality of the DYCD Data. Upon termination of your access to the DYCD participant tracking system, the confidentiality provisions above shall survive and continue to apply.

Notices: All notices and other documentation required to be given above, or which you may desire to give to DYCD or DSS/HRA, shall be in writing and sent by mail or email to the following addresses:

If to DYCD:

NYC Department of Youth & Community Development
2 Lafayette Street, 21st Floor
New York, New York 10007
Attn: General Counsel's Office
cpress@dycd.nyc.gov

If to HRA:

Executive Director, IDNYC
NYC Department of Social Services/Human Resources Administration
One Metro Tech, 18th Floor
Brooklyn, NY 11201
gamarraa@dss.nyc.gov

Please review the above, sign below, and return to me. Your signature may be provided in any number of electronic counterparts.

Very truly yours,

Executive Director
IDNYC

AGREED AND ACCEPTED:

Signature:

Name:

Title:

Date:

Copy: NYC Department of Youth & Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Caroline Press, General Counsel
Email: cpress@dycd.nyc.gov

APPENDIX B

SAMPLE DYCD PARTICIPANT REPORT



Summer Youth Employment Program (SYEP) & Work Learn Grow (WLG)

The participant named below has been processed through the enrollment requirements of the DYCD Summer Youth Employment Program.

This includes a review of third-party documents to complete an I-9 form for employment, verification of age, address, and working papers.

First Name: _____

Last Name: _____

Middle Initial: _____

Street Address: _____

City: _____

State: NY _____

Zip Code: _____

Enrollment Date: _____, 20

SYEP ID #: _____

Bring this letter along with a picture ID to any IDNYC enrollment location. You can bring any picture ID used to sign up for SYEP or your SYEP ID.

Thank you,

Provider

APPENDIX C

**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
Saratu Ghartey, 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