

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is made this 15 day of Jan, 2014, by and between the New York State Workers' Compensation Board (hereinafter the "Board"), whose principal place of business is 328 State Street, Schenectady, New York 12305, and the New York City Human Resources Administration (hereinafter "HRA"), whose principal place of business is 180 Water Street, New York, New York 10038.

WHEREAS, HRA provides services and temporary assistance to families and individuals with economic and social service needs to assist them in achieving their highest level of self-sufficiency and to help them remain self-sufficient. Specifically, HRA provides a variety of services that promote employment and personal responsibility while providing temporary assistance and work supports;

WHEREAS, HRA as the Local Social Services District administers numerous social service programs in New York City including the Supplemental Nutritional Assistance Program ("SNAP") and temporary Cash Assistance;

WHEREAS, HRA seeks to know if any of their clients who are requesting assistance from HRA are currently receiving workers' compensation benefits for the purpose of uncovering and deterring waste, fraud, and abuse in the SNAP and Cash Assistance programs;

WHEREAS, the Board files contain the information that HRA is seeking;

WHEREAS, Workers' Compensation Law (WCL) §110-a (2)(b) authorizes the Board to disclose confidential information to officers or employees of another governmental unit if the information sought to be disclosed is necessary for the receiving governmental unit to operate a program or carry out a purpose specifically authorized by statute;

WHEREAS, the Board and HRA wish to enter into an MOU providing for the transfer of data regarding recipients of workers' compensation benefits from the Board to the NYC HRA;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Section 1: Description of the Data Transfer

The Board will furnish HRA with information pertaining to workers' compensation claims and HRA will compare the information with its file of SNAP and Cash Assistance recipients.

The Board shall transmit HRA an input file containing approximately 5,000 to 8,000 records pertaining to the current workers' compensation claims maintained by the Board. Thereafter, on a weekly basis, the Board shall transmit an updated input file containing records pertaining to current workers' compensation claims.

The Board shall ensure the security of the information contained in the input file by using Secure File Transfer Protocol (SFTP) mode of transmission or some other mutually approved and secure method of data transfer.

The records shall include, but not be limited to, the following data elements, when available:

- 1) Case ID;
- 2) Claimant name;
- 3) Claimant Social Security number (SSN);
- 4) Claimant date of birth;
- 5) Claimant address;
- 6) Insurer name;
- 7) Insurer address; and
- 8) WCB Case Status.

HRA shall compare the workers' compensation claims information furnished by the Board with their client intake information for the purpose of identifying HRA clients that are receiving workers' compensation benefits.

HRA will not provide the Board with any HRA client data as part of this Agreement. There shall be no payment for services performed under this Agreement.

Section 2: Retention and Disposition of Records

HRA shall retain the input file furnished by the Board only for such period of time required for any processing related to the information comparison, but no longer, than 90 days from the date the Board furnished the input file to HRA.

Upon termination of this Agreement, HRA shall return all data obtained under the Agreement (and any copies thereof), and any other information relevant to the Agreement, which remains in its possession at the time of termination.

Section 3: Security Requirements

HRA shall ensure that information furnished by the Board, and the results of any information comparisons by HRA, are subject to administrative, physical and technical requirements designed to safeguard the information and restrict its use to authorized persons for authorized purposes.

HRA shall ensure that the records are never maintained in a non-encrypted mobile or portable device. This prohibition applies to: laptop computers, Blackberries, USB flash drives, I-pods, CDs, DVDs, floppy disks or the equivalent of any of these devices. A violation of this prohibition shall be grounds for immediate termination of this Agreement.

Such security requirements shall apply to all Board data transmitted to HRA by the Board, as well as copies of the Board data, data export files and data file backups containing such data.

In the case of any actual or suspected breach of the security of the data transmitted by the Board to HRA, HRA shall immediately notify the Board contact person, as designated in Section 8 of this Agreement.

All information obtained, learned, developed or filed by the Parties in connection with this Agreement, including data contained in official HRA or Bureau files or records, shall be held confidential by the Parties pursuant to the provisions of the Social Services Law of the State of New York, and any applicable regulations promulgated hereunder and shall not be disclosed to any person, organization, agency or other entity except as authorized or required by law.

Section 4: Rediscovery of Board Information

Should HRA receive a request for copies of or access to any information obtained from the Board, HRA shall notify the Board's Office of General Counsel immediately. No information obtained from the Board may be redisclosed without the express written approval of the General Counsel of the Board.

If HRA learns that any of the information provided to it by the Board has been disclosed or used for a reason other than for the reason stated herein for which it was provided, whether such redisclosure or use is inadvertent or otherwise, HRA shall notify the Board's Office of General Counsel immediately of such discovery.

Section 5: Compliance With Law

The services rendered under this agreement shall be performed in accordance with the applicable provision of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered including but not limited to, 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 Parts 54 and 85.

Pursuant to New York City Local Law 40 of 2011, the parties understand that this Agreement may be posted on NYC.gov within thirty ("30") days of execution.

Section 6: Modification or Termination of this Agreement

This Agreement may be modified at any time by a written modification, which is approved and signed by the authorized official of each party.

If either party fails to comply with the conditions of this Agreement, the other party shall have the power to immediately terminate this Agreement.

Either party may terminate the Agreement for any reason upon written notice to the other party, which is approved and signed by both parties. The termination shall be effective 30 calendar days from the date of such notice, or at a later date specified in the notice, so long as such date does not exceed the termination of this Agreement.

Section 7: Duration of Agreement

The agreement shall remain in effect upon signature by the authorized officials of the Board and HRA until terminated by either party.

Section 8: Contact Persons

The HRA contact is:

Sheldon Cantor
Management Information Services
Human Resources Administration
15 MetroTech
Brooklyn NY 11201
Telephone: 718-510-8505
Fax: 718-510-8694
Email: cantors@hra.nyc.gov

The Board contact is:

David Boivin
Information Technology Specialist 3
NYS Workers' Compensation Bureau
100 Broadway - Menands
Albany, New York 12241
Telephone: 518-486-5170
Email: David.Boivin@its.ny.gov

Section 9: Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

Each party's assurances and obligations hereunder shall survive termination of the Agreement.

IN WITNESS WHEREOF the undersigned representatives, duly authorized by their respective agencies, have signed this Agreement.

New York City
Human Resources Administration

By: Vincent P. Alb

Name: Vincent P. Alb

Title: Asst

Date: 1/15/14

State of New York
Workers' Compensation Board

By: [Signature]

Name: Jeffrey Fenster

Title: Exec Dir

Date: 1/24/14

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 15 day of January 2014, before me personally came VINCENT PULLO, to me known and known to me to be AGENCY CHIEF CONTRACTING OFFICER 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.

Sharon C. James Seone

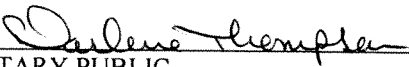
NOTARY PUBLIC

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13026
Commission Expires April 1 2014

ACKNOWLEDGMENT

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

On the 25th day of January, in the year 2014, before me, the undersigned, personally appeared Jeffrey R. Fenster, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Executive Director of the New York State Workers' Compensation Board, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

DARLENE THOMPSON Notary Public, State of New York No. 01TH6007076 Fulton County Commission Expires May 18, 2014
