

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION**

**AND**

**THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES**

~~THIS MEMORANDUM OF UNDERSTANDING~~ (“MOU” or “Agreement”), effective as of January 18, 2017 (“Effective Date”), between the New York City Department of Social Services / Human Resources Administration (“HRA”), as administering agency of the New York City Municipal ID Program (“IDNYC Program”), with offices at 150 Greenwich Street, New York, NY 10007, and the New York City Department of Homeless Services (“DHS”) with offices at 33 Beaver Street, New York, NY 10004 (collectively referred to as “the Parties”).

**WITNESSETH:**

**WHEREAS**, on July 10, 2014, Mayor de Blasio signed into law Local Law No. 35 of 2014, establishing the IDNYC Program for the purpose of providing 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; and

**WHEREAS**, applicants for the IDNYC card are required to provide proof of New York City residency and may satisfy this requirement with a letter from DHS; a NYC DHS operated or contracted homeless shelter; or another City agency, religious institution, or non-profit organization that receives City funding and provides services to the homeless; and

**WHEREAS**, HRA seeks to verify the DHS information provided by IDNYC applicants as proof of New York City residency, as part of its overall process of verifying IDNYC applicant-provided information; and

**WHEREAS**, DHS will allow HRA, specifically certain employees of the IDNYC Program, access to a password protected, web-based database populated and provided by DHS for the sole purpose of verifying information provided by IDNYC applicants in the aforementioned letters;

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE 1. TERM**

- A. The term of this Agreement shall be a one (1) year term which shall commence on the Effective Date, unless sooner terminated, modified, or extended as provided herein.

- B. The parties may mutually agree in writing to renew this Agreement, and all covenants, terms, and conditions herein, for three (3) consecutive one (1) year terms, unless the Agreement is sooner terminated or modified as provided herein.

**ARTICLE 2. SCOPE**

**A. GENERAL**

The purpose of this Agreement is to set forth a framework by which DHS will provide certain HRA employees working on the IDNYC program with access to a password protected, web-based database containing information pertaining to DHS client shelter history and placement for the purpose of facilitating the IDNYC application and enrollment process for DHS clients applying for an IDNYC card. This database will be updated by DHS on a weekly basis and will include the following information:

- 1. CARES ID number
- 2. Case number
- 3. Case type/description
- 4. Case start date
- 5. Effective date
- 6. First name
- 7. Last name
- 8. Date of birth
- 9. Gender
- 10. Facility class description
- 11. Facility code
- 12. Facility name
- 13. Facility primary phone
- 14. Director name
- 15. Provider name
- 16. Checkout date
- 17. Enrollment end date
- 18. Compartment (facility) location

**B. HRA OBLIGATIONS**

HRA shall:

- 1. Select IDNYC Program employees (“authorized employees”) shall be granted access to the password protected, web-based database populated and provided by DHS. HRA shall provide any information to DHS that is requested by DHS pertaining to the HRA employees who are authorized to use the database. A listing of such authorized employees is included as Attachment A.

2. Inform authorized employees that: their access to this database shall be limited to searching for and viewing information pertaining to current and former DHS clients who have applied for an IDNYC card; they are not to retain or record information accessed through the DHS database pursuant to this MOU beyond the limited purposes outlined herein. Each authorized employee will need to sign a DHS Confidentiality Agreement.
3. The IDNYC Integrity Unit will receive an IDNYC card application that contains a specific flag indicating that the applicant resides in a DHS shelter. IDNYC Integrity staff will then search for the applicant's name and address in the password protected, web-based database and compare it to the name and address provided on the IDNYC application. An applicant may be approved for an IDNYC card if the name and address provided on the application match, to the satisfaction of the IDNYC Integrity staff, the information provided in the DHS password protected, web-based database. No information will be recorded or retained.

### C. DHS OBLIGATIONS

DHS shall:

1. Provide authorized employees with the IDNYC Program access to a password protected, web-based database with information pertaining to client shelter history and placement. This database will be updated once a week by DHS.
2. DHS shall not maintain any lists of individuals about whom authorized employees have requested verification.

### **ARTICLE 3. LEGAL BASIS FOR DISCLOSURE OF CONFIDENTIAL INFORMATION**

- A. Pursuant to Section 3-115 (e)(4)(iii) of the Administrative Code, HRA is authorized to disclose confidential information collected about IDNYC applicants to requesting City agencies for the purpose of administering the IDNYC program or determining or facilitating the applicant's eligibility for additional benefits, services, and care.
- B. Pursuant to Section 136 of the New York State Social Services Law and Part 357 of the implementing regulations, public assistance records and information relating to a person receiving public assistance may be disclosed by a public welfare official to another agency or person when the disclosure is reasonably related to the purposes of the public welfare program and the function of the inquiring agency, the confidential character of the information will be maintained, and the information will not be used for commercial or political purposes.
- C. The implementing regulations provide enumerated legal exceptions to confidentiality that permit the disclosure of public assistance records under limited circumstances. In

accordance with 18 NYCRR §357.2(a), DHS may disclose confidential public assistance data in the absence of individual consent, to another agency or person HRA has determined is legally entitled to this data, for purposes directly connected to the administration of public assistance. According to federal regulation 45 CFR §205.50, purposes directly connected with the administration of public assistance include establishing eligibility, determining the amount of assistance, and providing services for applicants and recipients. DHS may disclose public assistance information contained in the CARES system to IDNYC Program employees for the purpose of verifying IDNYC card eligibility data, thereby providing a service to homeless IDNYC applicants.

#### **ARTICLE 4. TERMINATION**

Each party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to the other Party, or immediately for cause upon written notice to the other Party.

#### **ARTICLE 5. MODIFICATION**

This Agreement may be modified upon mutual agreement between the parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

#### **ARTICLE 6. NOTICES**

All notices and requests hereunder by either party shall be in writing or by telephone and directed to the address of the parties as follows:

##### **HRA Contact:**

Attn: Colette Samman, IDNYC  
New York City Human Resources Administration  
1 Metrotech North, 6<sup>th</sup> Floor  
Brooklyn, New York 11201

##### **DHS Contact:**

Attn: Aaron Goodman  
New York City Department of Homeless Services  
150 Greenwich Street  
New York, New York 10007

#### **ARTICLE 7. CONFIDENTIALITY**

- A. Subject to the representations herein, the IDNYC Program will be responsible for complying with all confidentiality restrictions, as specified herein and as required by law, when using information as outlined within this Agreement. The IDNYC Program agrees to treat all DHS records as confidential and to protect all DHS records or data received

under this Agreement from unauthorized disclosure or re-disclosure and to use such confidential information in a manner consistent with the confidentiality requirements of all applicable federal, state and local laws and their implementing regulations, including, but not limited to, the New York Social Services Law and the Social Security Act, and all other confidentiality laws, regulations, and requirements as may now be, or in the future may become, applicable.

- B. The IDNYC Program agrees to use and ensure the use of appropriate safeguards to prevent misuse or unauthorized disclosure of any confidential and/or individually identifiable information, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of any electronic or hard copy individually identifiable information that it creates, receives, maintains, or transmits pursuant to this Agreement.

#### **ARTICLE 8. EFFECT OF UNAUTHORIZED DISCLOSURE**


- A. The IDNYC Program agrees to report to DHS and HRA any unauthorized use or disclosure of confidential or protected data not provided for by this Agreement of which it becomes aware. Further, the IDNYC Program agrees to immediately report to DHS and HRA any data security incident of which it becomes aware, including breach of unsecured protected data.
- B. In the event of any unauthorized disclosure of DHS data, the IDNYC Program shall immediately commence an investigation to determine the scope of the disclosure and immediately inform DHS and HRA following discovery of such incident. The IDNYC Program will be responsible for providing DHS and HRA with a written incident report, within 48 hours after the incident is discovered, that details the circumstances surrounding the unauthorized disclosure, including the number of individuals affected and the names of the individuals involved, if known. The IDNYC Program shall be responsible for all costs associated with providing notification to all affected individuals, when required by law. Any unauthorized disclosure or use of confidential data will be considered a data breach in accordance with the terms set forth in this MOU. A breach is considered discovered on the first day on which a Party knows or should have known of such breach.

#### **ARTICLE 9. ENTIRE 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 of the terms contained herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.


**THE CITY OF NEW YORK  
HUMAN RESOURCES ADMINISTRATION**

By: 

Vincent Pullo

ACCO

**THE CITY OF NEW YORK  
DEPARTMENT OF HOMELESS SERVICES**

By: 

Bill Dorante  
[Print Name]

Acting Deputy Commissioner  
[Print Title]

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 18<sup>th</sup> day of January 2017 before me personally came Vincent Rullo, to me known and known to me to be Rullo of the HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

*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

STATE OF NY)

COUNTY OF NY )

On this 30<sup>th</sup> day of December 2016, before me personally came Bill Dorante, to me known and known to me to be the Acting Dep. Com. of THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein mentioned.

*D B*  
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NOTARY PUBLIC

DIANA AVISHALOM  
Commissioner of Deeds  
City of New York No. 2-12530  
Certificate Filed in New York County  
Commission Expires 10.01.17

Attachment A.

Last Name, First Name

BAE, JEONG

BALOGUN, OLAYINKA

Beauzile, Regine

COLVERT, MICHELINE

DICKENS, TONYA

DICKS, LISA

EGBOH, CHUKS

FAVORITE, LAVERN

FELIU, MARIA

FLOWERS, SHEILA

FRANCIS, STEPHEN

GRAFF, DONALD

HARRY, ISAAC

HARVEY, CHARMAINE

Jaramillo, Gustavo

JARAMILLO, GUSTAVO

Khan, Lima

KHAN, LIMA

KNIGHT, ANNETTE

LAWRENCE, TAMMIE

MARTINEZ, MERLYN

MCCALL, PATRICIA

MIGUEL, QADIRA

MONROE, GELILAH

NIMONS DEAN, ELAINE

OREKUNRIN, MICHAEL

PAXTON, PRISCILLA

Plit, Allen

QUINONES, ZORAIDA

RIVERA, MARIA

ROACH, MONICA

ROBINSON, VALERIE

SMITH, KEITH

VINES, SHARI

WESLEY, TYKEESHA

WONG, YUNG

ZAHN, LAURA