

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/
HUMAN RESOURCES ADMINISTRATION &
THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”), effective as of February 3, 2017 (“Effective Date”), between the New York City Department of Social Services acting through the Human Resources Administration (“DSS/HRA” or “HRA”) with offices at 150 Greenwich Street, New York, NY 10007, The New York City Department of Homeless Services (“DHS”) with offices at 33 Beaver Street, New York, NY 10004, and the New York City Department of Health and Mental Hygiene (“DOHMH”), with offices at 42-09 28th Street, Queens, NY 11101.

WITNESSETH:

WHEREAS, DOHMH, HRA, and DHS wish to act in a spirit of mutual cooperation and strengthen their efforts to improve the health of New Yorkers with HIV or AIDS by sharing information on this population to encourage those who are not adequately linked to medical care to become so linked; and

WHEREAS, DOHMH, HRA, and DHS desire to perform their respective functions in compliance with all applicable laws; and

WHEREAS, pursuant to §556 of the New York City Charter, DOHMH performs all functions and operations performed by the City that relate to the health of the people of the City and is responsible for supervising the reporting and control of diseases, including infectious diseases, such as HIV; and

WHEREAS, pursuant to Article 24 of the New York City Charter and Mayoral Executive Orders No. 28 (1966) and No. 82 (1985), DSS/HRA provides a wide range of social services and programs aimed at assisting individuals and families in achieving and sustaining their maximum degree of self-sufficiency, including case management services and linkages to community based medical and social services providers;

NOW, THEREFORE, DOHMH, HRA and DHS set forth their understanding as follows:

I. Term of Agreement

The term of this Agreement shall be from the date of execution of this Agreement and will be renewed automatically on an annual basis until any Party notifies the other two Parties of intent to terminate this agreement.

II. General Agreement

- A. In order to ensure the provision of vital medical and support services to low-income New Yorkers with HIV or AIDS, DHS will disclose to DOHMH the following information concerning its clients in DHS shelters:
- i. First and Last Name
 - ii. Full Social Security Number
 - iii. Date of Birth
 - iv. Client/Case-Level Identifiers
- B. DOHMH will conduct a data match with its HIV registry data and the data provided by DHS to identify individuals with HIV residing in DHS shelters. DOHMH will then provide HRA's Commissioner or Commissioner's designee with a list of the DHS clients with HIV, and the medical care engagement and viral load status of each, so that HRA's medical and case management staff can link such individuals to HIV care and other related services, including the services provided via the HIV/AIDS Services Administration ("HASA") at HRA.
- C. In order to monitor and improve the consistent engagement in medical care of persons enrolled in HASA, HRA will disclose to DOHMH the following information concerning HRA's HASA clients:
- i. First and Last Name
 - ii. Full Social Security Number
 - iii. Date of Birth
 - iv. Client/Case-Level Identifiers
- D. DOHMH will provide HRA with aggregate information about its health assessment of HASA clients based on the information HRA provided and the information contained on such clients in the relevant DOHMH reporting databases. DOHMH will also provide to HRA the names or unique client identifiers, which will be used in lieu of names, where possible, of individuals with HIV who are served by HASA and the medical care engagement and viral load status of each so that HASA can partner with DOHMH for the purpose of developing a service plan to better engage in care those who are not fully virally suppressed.
- E. DOHMH, HRA and DHS will exchange data through a mutually agreed upon file-sharing method at a frequency to be agreed upon by both parties.

III. Legal Bases for Disclosure of Confidential Client Information

- A. Pursuant to Section 136 of the New York Social Services Law and Part 357 of the implementing regulations, public assistance records and information relating to a person

receiving public assistance may be disclosure 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. 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), confidential public assistance data may be disclosed in the absence of individual consent for purposes directly connected with 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. The disclosure of confidential DHS and HRA data to DOHMH is directly connected to the administration of public assistance because the purpose of the disclosure is to conduct a data match to identify HIV positive shelter residents so that HRA may perform outreach to these individuals who are potentially eligible for HIV-related services. DOHMH is designated a social services district pursuant to the New York City Charter §551 for purposes limited to health-related public assistance programs.

- B. Pursuant to New York Public Health Law §2782(6) and regulations of the Department of Health contained in 10 NYCRR §63.5(e), confidential HIV-related information of a protected person may be disclosed to authorized agents of a governmental agency pursuant to the regulations of the governmental agency when the person providing health or social services is regulated, supervised or monitored by the government agency and when access is reasonably necessary for regulation, supervision, monitoring, administration or provision of services. HRA may disclose HASA information to DOHMH so that DOHMH may perform monitoring and oversight activities related to the HASA program.
- C. Pursuant to New York State Public Officer's Law §96-a, governmental agencies may disclose client-provided Social Security Numbers absent individual consent to other governmental entities for administrative purposes. The disclosure of client SSNs between HRA and DOHMH is necessary to conduct reliable matches and accurately identify clients with HIV. The purpose of the disclosure satisfies the exception that permits the disclosure of the SSNs for administrative purposes absent individual consent.
- D. Pursuant to New York Public Health Law §2135(d), DOHMH may share patient specific identified information with a health care provider currently treating a patient for the purpose of patient linkage and retention in care.

IV. Modification

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

V. Termination

Either Party shall have the right to terminate the Agreement upon thirty (30) days written notice to the other Party.

VI. Confidentiality

- A. DOHMH, DHS and HRA are committed and legally required to maintain the confidentiality of all HIV-related and public assistance information.
- B. All data shared between DHS, HRA, and DOHMH shall include a conspicuous warning against improper re-disclosure, which shall state as follows:

“THIS INFORMATION HAS BEEN DISCLOSED TO YOU FROM CONFIDENTIAL RECORDS WHICH ARE PROTECTED BY STATE LAW. STATE LAW PROHIBITS YOU FROM MAKING ANY FURTHER DISCLOSURE OF THIS INFORMATION WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE PERSON TO WHOM IT PERTAINS, OR AS OTHERWISE PERMITTED BY LAW. ANY UNAUTHORIZED FURTHER DISCLOSURE BY YOU THAT IS IN VIOLATION OF STATE LAW MAY RESULT IN A FINE OR JAIL SENTENCE, OR BOTH. A GENERAL AUTHORIZATION FOR THE RELEASE OF MEDICAL OR OTHER INFORMATION IS NOT SUFFICIENT AUTHORIZATION FOR FURTHER DISCLOSURE OF THIS INFORMATION.”

- C. In the performance of this MOU, DHS, HRA, and DOHMH may acquire confidential information, records, or data relating to but not limited to the Public Assistance, medical, mental health, substance abuse and AIDS/HIV status of individuals including, but not limited to those served as part of this program. DOHMH, HRA and DHS agree that all confidential information, records, or data so acquired shall be used or disclosed in a manner consistent with the confidentiality requirements of any and all applicable federal state and local laws, and their implementing regulations, including but not limited to, the New York Social Services Law, the New York Mental Hygiene Law, the New York Public Health Law, The Health Insurance Portability and Accountability Act (HIPAA), the Social Security Act, and all other confidentiality laws, regulations and requirements as may now be, or in the future may become, applicable.
- D. The Parties agree 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 hardcopy individually identifiable information that it creates, receives, maintains, or transmits pursuant to this Agreement.

- E. Each party shall only use the confidential information exchanged pursuant to this MOU for the purposes specified herein.

VII. Effect of Unauthorized Disclosure

- A. Each party agrees to report to the other Party any unauthorized disclosure of confidential or protected data, not provided for by this Agreement of which it becomes aware. Further, each Party agrees to immediately report to the other Party any data security incident of which it becomes aware, including breach of unsecured protected data.
- B. In the event of any unauthorized disclosure of confidential data, each Party shall (a) immediately commence an investigation to determine the scope of the disclosure, (b) take all reasonable steps to remediate the cause or causes of such breach and mitigate the damages related thereto, and (c) immediately inform the other Party's General Counsel following discovery of such incident prior to taking any action to address the incident. A Party's notice to the other Party should detail the circumstances surrounding the unauthorized disclosure, the confidential information that may have been disclosed, the number of individuals affected and the names of the individuals involved, if known. For purposes of this Agreement, a breach is a situation or event which, intentionally or unintentionally results in any of the confidential information being improperly released or removed from a Party's custody or where there is other evidence of willful/intentional or accidental/unintentional misuse. A breach is discovered on the first day on which a Party knows or should have known of such breach.
- C. An unauthorized disclosure or use of confidential data may be considered a data breach in accordance with the terms set forth in this Agreement. The improper use or disclosure of confidential data may result in the imposition of sanctions as deemed appropriate by the Parties, and each Party reserves its right to pursue any and all available remedies provided by this Agreement, by law, or in equity.
- D. A breach of this Article shall constitute a material breach of this Agreement for which the Parties may terminate this Agreement as indicated herein.

VIII. 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. This Agreement supersedes any prior agreement between HRA, DHS, and DOHMH regarding the matters agreed upon herein.

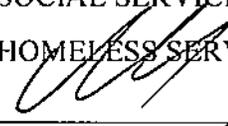
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IN WITNESS WHEREOF, the parties have duly executed this MOU on the date first above written.

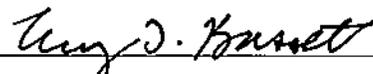
CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

Signature 
Print Name Vincent P. De
Title Asst
Date 2/3/17

CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
DEPARTMENT OF HOMELESS SERVICES

Signature 
Print Name Vincent P. De
Title Asst
Date 2/16/17

CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL
HYGIENE

Signature 
Print Name MARY T. BASSETT, MD, MPH
Title COMMISSIONER
Date 1/26/17

ACKNOWLEDGEMENTS:

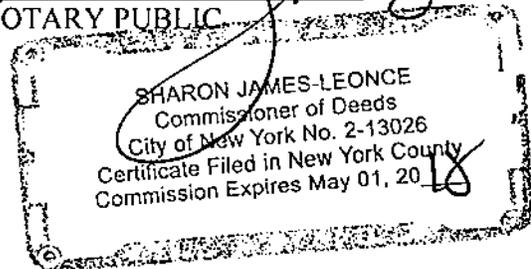
STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 3rd day of February, 2017, before me personally came Vincent Pullo, to me known and known to me to be the Actg 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, and acknowledged to me that she/he executed the same for the purposes therein mentioned.

Sharon James Leonce
NOTARY PUBLIC



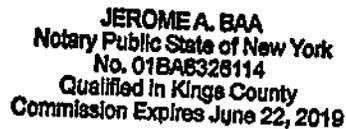
STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 26th day of January, 2017, before me personally came Mary T. Bassett, to me known, who, being by me duly sworn, did depose and say that she/he resides at Not Applicable; that she/he is the Commissioner of the NYC Dept. of Health and Mental Hygiene, 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.

Jerome A. Baa
NOTARY PUBLIC



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STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 16th day of February, 2017, before me personally came
Vincent Paul
Acco to me known and known to me to be the
_____ 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.

Sharon James-Leonce
NOTARY PUBLIC

