

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/  
HUMAN RESOURCES ADMINISTRATION  
AND  
THE NEW YORK CITY DEPARTMENT OF EDUCATION**

This Memorandum of Understanding ("MOU" or "Agreement") dated as of this 26<sup>th</sup> day of November, 2019 ("Effective Date") made by and between the New York City Department of Social Services/ Human Resources Administration ("HRA"), with offices located at 150 Greenwich Street, New York, New York 10007, as administering agency of the IDNYC Program or "the Program", and the New York City Department of Education ("DOE"), with offices located at 52 Chambers Street, New York, New York 10007 (collectively, "the Parties").

**WITNESSETH:**

**WHEREAS**, on July 10, 2014, Mayor Bill de Blasio signed Local Law No. 35 of 2014, establishing the IDNYC Program; and

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

**WHEREAS**, DOE is responsible for the City School District of the City of New York; and

**WHEREAS**, amendments to Chapter 6 of Title 68 of the Rules of the City of New York, effective October 21, 2019, authorize the IDNYC program to issue a special IDNYC card ("IDNYC Middle School Card") to students enrolled in participating DOE middle schools; and

**WHEREAS**, the Parties wish to enter into an agreement to set forth the conditions under which HRA and DOE will establish a pilot program to make the IDNYC Middle School Card available to interested eligible students;

**NOW, THEREFORE**, the Parties hereto agree as follows:

**ARTICLE 1. TERM**

- A. The term of this Agreement shall be six (6) months from the Effective Date unless sooner terminated or modified as provided herein.
- B. The Parties may renew this Agreement for up to two (2) additional, consecutive six (6) month terms upon mutual written agreement.

## ARTICLE 2. SCOPE OF SERVICES

### A. Purpose

The IDNYC Middle School Card will be a uniquely formatted IDNYC card that will feature a student's school name and will be available to students ages 10 and up at participating DOE middle schools in accordance with the terms of Chapter 6 of Title 68 of the Rules of the City of New York, including section 6-04(e) of such chapter. The purpose of this Agreement is to establish the process for IDNYC Middle School Card enrollments at participating DOE schools for interested middle school students and to establish the roles and responsibilities that HRA and DOE will have in that process. For this pilot program, DOE has committed to at least three (3) participating schools—i.e., J.H.S. 291 Roland Hayes (32K291), M.S. 51 William Alexander (15K051), and Evergreen Middle School for Urban Exploration (32K562)—with the potential to expand upon mutual agreement of the Parties.

### B. Enrollment Process

The general process for issuing an IDNYC Middle School Card to interested middle school students at participating DOE schools is as follows:

#### 1. Prior to the IDNYC Pop-Up

- (a) The participating DOE middle school will distribute IDNYC Middle School Card applications to all students for the students to take home and complete with a parent/guardian if they so desire.
- (b) The parent/guardian will sign the completed application.
- (c) The principal or his/her designee will review the application and verify consistency with the student information in DOE's Automate the Schools (ATS) system.

#### 2. At the IDNYC Pop-Up

- (a) The principal or his/her designee will submit the signed paper application to the IDNYC pop-up located at the participating DOE middle school.
- (b) The student will sign the signature pad to capture the image for their card and have their photo taken and IDNYC will return the original application to the student after scanning it.

### 3. Following the IDNYC Pop-Up

- (a) IDNYC will determine the eligibility of the students who have applied for the card.
- (b) IDNYC will arrange for printed IDNYC Middle School Cards to be delivered to the applicable DOE school which will then in partnership with IDNYC distribute the IDNYC Middle School Cards to the applicable students.

### C. DOE Responsibilities

DOE/employees/agents shall be responsible for:

1. Distributing IDNYC Middle School Card applications to all students.
2. Receiving completed IDNYC Middle School Card applications from students for review and sign off.
3. Reviewing completed applications, verifying application information using ATS or other DOE records, returning applications that need edits to students, and signing off on completed applications.
4. Submitting completed applications to the IDNYC pop-ups.
5. Providing a space in participating schools for IDNYC to operate an enrollment pop-up and erect IDNYC Middle School Card signage, and allowing access to shared spaces, as reasonably necessary to conduct enrollment.
6. Ensuring that IDNYC Middle School Cards, applications and tracking forms are properly and securely stored and handled when in the possession of DOE employees, as provided in Appendix A to this Agreement, and limiting access to Cards and applications, when in the possession of DOE employees, to authorized individuals in order to perform the functions and responsibilities outlined in this Agreement, including by ensuring that any DOE employee who will be handling partially or fully completed applications, cards or tracking forms is provided with a copy of Appendix A or an equivalent form provided by HRA setting forth the information contained therein.

7. Tracking which students have and have not received their cards, using the form provided in Appendix B to this Agreement or an equivalent form provided by HRA.
8. Returning any uncollected IDNYC Middle School cards back to IDNYC.
9. Upon request by IDNYC where a student has requested that IDNYC replace a lost, stolen or damaged card, confirming whether a student continues to attend the school.

**D. HRA Responsibilities**

HRA shall be responsible for:

1. Receiving completed IDNYC Middle School Card applications from DOE for processing.
2. Taking photos and completing enrollment for middle school applicants.
3. Processing the application information.
4. Instructing participating schools in HRA's requirements and recommendations for (a) properly and securely storing and handling Cards when in the possession of DOE employees (see Appendix A), (b) limiting access to Cards and applications, when in the possession of DOE employees, and (c) how to determine which individuals are authorized to possess or access the Cards.
5. Arranging for the printing and delivery of IDNYC Middle School Cards to DOE middle schools.
6. Reconciling the batch of printed cards against the list of approved cards.
7. Accepting any uncollected IDNYC Middle School cards back from schools.

**ARTICLE 3. CONFIDENTIALITY**

- A. DOE agrees to keep confidential all identifying information related to applicants for the IDNYC card ("HRA Confidential Information"), including but not limited to, information collected via application and provided to IDNYC for enrollment, and shall not disclose

- such HRA Confidential Information to any third party without the written permission of HRA.
- B. HRA agrees to keep confidential each IDNYC Middle School Application containing (a) an affirmation by a DOE principal (or his/her designee) that the applicant in question is enrolled as a student or (b) a confirmation that the student's name, date of birth, home address, and school matches information in the custody of the DOE, and any other data or information collected or stored by HRA documenting the verification ("DOE Confidential Information"), and shall not disclose such DOE Confidential Information to any third party without the written permission of the DOE, except if notification to DOE of such disclosure would be unlawful or contrary to public policy.
- C. Each Party agrees to use at least the same degree of care to safeguard the other's Confidential Information that it uses to protect its own confidential information, and to ensure the use of appropriate safeguards to prevent misuse, improper access, or unauthorized disclosure of the other Party's Confidential Information. Each Party further agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of such information. HRA agrees to advise participating DOE schools of the appropriate safeguards for protecting and securing HRA Confidential Information (see Appendix A), and to collaborate with and provide guidance to the DOE in the DOE's implementation of such safeguards.
- D. Each Party agrees that it will instruct any employees, contractors, subcontractors, or agents with access to the other Party's Confidential Information in furtherance of this Agreement to maintain the confidentiality of any and all information required to be kept confidential by this agreement.
- E. In the event that a Party receives a request from any third party for disclosure of the other Party's Confidential Information through any Freedom of Information Law process, subpoena, judicial order, or otherwise, the Party shall, if permitted by law, promptly notify the other Party of such request, but in no event more than ten (10) business days after the receipt of such request, to permit, if possible, the other Party to seek a protective order. Each Party agrees to work with the other Party to attempt to avoid disclosure of all or part of the information and to the extent any disclosure is required, agrees to disclose subject data only to the extent allowed under a protective order, if any, or as necessary to comply with law.

**ARTICLE 4. EFFECT OF UNAUTHORIZED ACCESS TO, OR USE OR DISCLOSURE OF, CONFIDENTIAL INFORMATION**

- A. Each Party agrees to report to the other Party in writing (which with respect to this Article, may include notification via e-mail) if the Party reasonably suspects the occurrence of any unauthorized or inadvertent access to, or use or disclosure of, the other Party's Confidential Information by the Party, its employees, agents, or contractors in violation of this Agreement, including, but not limited to, the theft or loss of (a) completed applications or IDNYC cards within DOE's possession and (b) verified applications within HRA's possession. Each Party further agrees to report any remedial action to be taken by the Party with respect to such suspected occurrence. The Party shall make such report to the other Party in writing within two (2) business days after the Party becomes aware of such suspected occurrence, and shall include the following information, where available: (i) the date of the suspected occurrence, (ii) the parties who improperly accessed or used the information, or to whom the information was improperly disclosed, (iii) a description of the occurrence, and (iv) the names of any affected individuals, if known. The Party further agrees to fully cooperate with any investigation conducted by the other Party to determine the nature and extent of the occurrence.
- B. In the event of a data breach requiring notification to affected individuals, the Party responsible for the incident is required to notify the affected individuals within a reasonable amount of time, but no later than sixty (60) days after the discovery of the breach, or earlier if so required by law. The Party responsible for the breach shall bear all costs associated with providing notification to all affected individuals when notification is required by law.

## ARTICLE 5. NOTICES AND COMMUNICATION

All notices and requests hereunder by either party shall be delivered in writing, and except as otherwise specified in this Agreement, shall be delivered by hand or sent via Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender, and addressed as follows:

If to DOE:

New York City Department of Education  
52 Chambers Street  
New York, NY 10007  
Attn: Adrienne Austin

Where it is specified that notice to DOE may be by email, notice shall be addressed to "NYC DOE Chief Privacy Officer" and sent to [jbaranello3@schools.nyc.gov](mailto:jbaranello3@schools.nyc.gov) and [asklegal@schools.nyc.gov](mailto:asklegal@schools.nyc.gov).

N-DOE IDNYC  
Middle School Enrollment  
10.31.19

If to HRA:

IDNYC  
One MetroTech Center, Suite 1801  
Brooklyn, NY 11201  
Attn: Colette Samman

Where it is specified that notice to HRA may be by email, notice shall be sent to [sammanc@dss.nyc.gov](mailto:sammanc@dss.nyc.gov) and [friedlandl@dss.nyc.gov](mailto:friedlandl@dss.nyc.gov).

#### **ARTICLE 6. TERMINATION**

Each party may terminate this Agreement upon thirty (30) days prior written notice to the representative of the other party.

#### **ARTICLE 7. 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 8. 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.

**[SIGNATURE PAGE FOLLOWS]**

N-DOE IDNYC  
Middle School Enrollment  
10.31.19

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates appearing below their respective signatures.

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

BY: [Signature]  
NAME: [Signature]  
TITLE: [Signature]  
DATE: 11/20/19

THE NEW YORK CITY DEPARTMENT OF EDUCATION

BY: Adrienne Austin  
NAME: Adrienne Austin  
TITLE: Acting Deputy Chancellor  
DATE: 11-7-19



ACKNOWLEDGEMENTS:

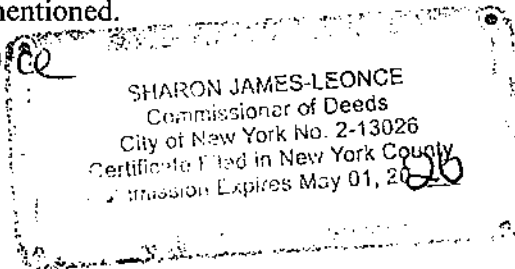
STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 20<sup>th</sup> day of November 20 19, before me personally came Vincent Pullo, to me known and known to me to be Acco of the **NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES OF THE HUMAN RESOURCE ADMINISTRATION**, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Sharon James-Leonce  
Notary Public or Commissioner of Deeds.



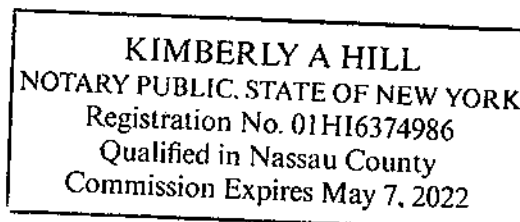
STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 7 day of November 2019, before me personally came Adrienne Austin, to me known, who, being by me duly sworn, did depose and say that she/he is the Acting Deputy Chancellor of **THE NEW YORK CITY DEPARTMENT OF EDUCATION**, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged that she/he executed the same for the purposes therein mentioned.

Kimberly A Hill  
NOTARY PUBLIC



## Appendix A

DOE employees must adhere to the following guidelines in order to properly and securely store and handle completed IDNYC applications, IDNYC cards and IDNYC Card Tracking Forms. DOE staff shall, at a minimum:

- Store completed applications, all tracking forms and cards awaiting distribution in locked drawers and areas with access restricted to authorized individuals;
- Keep keys and combinations to locked areas protected from unauthorized access;
- While working with cards, tracking forms or applications, remain aware of their visibility on desks and throughout work areas. Cards, tracking forms and applications should not be left unattended on desks or in other unsecured office areas;
- NOT make any paper or electronic copies of cards, tracking forms or completed applications;
- NOT take any cards, tracking forms or applications home;
- Use applications, tracking forms and cards only for permitted purposes in order to carry out their duties as related to the DOE/HRA Middle School IDNYC card partnership;
- Properly dispose of any partially completed or rejected applications that are not provided to IDNYC by shredding;
- Report any suspected incidents of mishandling, loss, or theft of completed applications, tracking forms or cards to supervisors.

## Appendix B

[Name of School] Middle School Card Distribution Control List  
(This form must be returned to IDNYC by XX/XX/XXXX)

Total Cards Delivered \_\_\_\_\_ IDNYC Signature \_\_\_\_\_

Total Cards Delivered \_\_\_\_\_ DOE Signature \_\_\_\_\_

**Student Name  
(Last Name, First  
initial)**

<b>Classroom</b>	<b>IDNYC Confirmation</b>	<b>DOE Confirmation</b>	<b>Student's Initials (Upon receipt)</b>	<b>Distribution Date (Upon receipt)</b>
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