

## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is to permit the New York City Human Resources Administration ("HRA") and **SUNY Manhattan EOC** ("Contractor") (hereinafter "the Parties") to exchange limited client identifiable data and to specify additional reporting requirements to effectively address the employment and training needs of Supplemental Nutrition Assistance Program ("SNAP") -Only registrants and/or individuals who are work exempt under the SNAP requirements, but who choose to participate and who either were referred to the program by HRA, contacted by Contractor, or independently initiated participation in the employment and training programs.

Pursuant to the terms of the Venture III state awarded grant, this MOU dated this 29 day of October, 2013 was agreed upon by HRA with offices at 180 Water Street, New York, New York 10038 and Contractor, located at **163 West 125<sup>th</sup> Street, New York, NY 10027**.

This MOU contains terms of the Parties' agreement to cooperate in the state funded Supplemental Nutrition Assistance Program Employment and Training Venture III Program ("Venture III").

### 1. Term

The MOU shall incorporate the Venture I, Venture II and Venture III SNAP Only participants and shall cover the period commencing as of the date of execution through December 31, 2016 or until such time as the MOU is terminated pursuant to the terms herein.

### 2. Objective of Program

The purpose of Venture III is to secure the services of eligible organizations to assist in the employment and training needs of SNAP registrants, or individuals who are exempt from SNAP work requirements but who volunteer to participate. Program providers will offer the registrants and volunteers basic education, vocational/technical skills training, and other training required for employment. The organizations will coordinate with HRA in the exchange and recording of information that is required pursuant to the program. Additional tracking is requested from the Venture Providers in regards to the registrants (Work Required) population.

### 3. Contractor Responsibilities

- Contractor must contact HRA to implement a plan for the purpose of receiving referrals of individuals determined to be appropriate for Venture III, determining client eligibility for the program, and enrolling eligible clients.
- Contractor must conduct intake appointments for SNAP participants which include a review of employment background and personal history.
- Contractor must maintain attendance records on a monthly basis for SNAP Only registrants.

- Contractor must report to HRA any instance of a SNAP Registrant's failure to comply with engagement rules.
- Contractor shall provide oral and/or written translation and/or interpretation services to limited English proficient individuals who seek or receive benefits or services from the Contractor consistent with Local Law 73 of 2003.
- Contractor shall perform employability assessments for SNAP participants, using HRA designated assessments and shall ensure that a determination is made, regarding whether the client is employed or appears to be exempt from mandated work activities.
- Contractor shall engage SNAP Work Required (WR) participants in a combination of contractor-provided job search/job training activities and HRA-managed Work Experience Program ("WEP") or other work assignment for up to 80 hours per month, based on size of the SNAP grant or as otherwise directed by Federal and State mandate.
- Contractor must agree to enter all employment information in HRA Web Integrated System for Employment (WISE) for the purpose of budgeting the client's case.
- Contractor must agree to enter attendance for the Registrant participating in their program in the WISE system.
- Contractor must submit proof of employment of program participant to the HRA, once a recipient becomes employed, for purposes of SNAP budgeting (see Sec. 5(a)(i)(B) infra). The documentation should be submitted within 5 days of being recorded in WISE.

#### 4. HRA Responsibilities

- HRA may send letter to clients exempted from mandatory participation to inform them about the services provided by the Venture Providers. Individuals who are eligible to participate in the Venture III program will be responsible for contacting the Venture Providers for services
- HRA will provide Contractor access to the Web Integrated System for Employment ("WISE") for purposes of entering the client's surname and Social Security number or case number to determine whether the client is an active SNAP recipient and eligible for the Venture III program
- The HRA database will only allow Contractor access to a screen which provides the client's name, address, telephone number, date of birth, case number, the last four numbers of client's social security number, case status, ES code, Sex, SNAP site, language and the next recertification date.
- Once approved by HRA, the Venture providers will have access to a report that will give them the current status of the clients enrolled in their program. They will be able to view clients full name, the last four digits of the client Social Security Number and client case number.

#### 5. Data Sharing Specifications

HRA will provide Contractor access to the WISE for Contractor to confirm client eligibility for the Venture III program and for Contractor to record client-specific information in the database. HRA has established that this data exchange is directly connected with the administration of SNAP benefits and the disclosure is in accordance with the permissible use and disclosure

provisions of the Food and Nutrition Act of 2008 and the New York State Social Services Law §136 and 18 N.Y.C.R.R. §357.2. Specifically, Contractor will be able to use WISE to determine whether applicants are actively receiving SNAP-Only benefits, and thus are potentially eligible for the SNAP E&T program. The Contractor will be permitted to utilize the system to process the applicant and to disclose the applicant's information to HRA for confirmation of program eligibility only if the client is deemed program-eligible. The Parties agree to exchange data elements of which are specified in this MOU, for the purpose of providing eligible individuals with appropriate training and employment opportunities.

a. Data Elements to be Transmitted:

- i) Contractor will provide individual-level information obtained directly from the client to HRA through the WISE. The data elements Contractor will provide include:

(A) Application Information, including:

- (i) Demographic data (including client's surname and Social Security number)
- (ii) Employment data (including employment history)
- (iii) Language data (including English proficiency)
- (iv) Education, Training, Licensing and Certification data
- (v) Military Service data
- (vi) Criminal History data (limited to whether client has any criminal records or was previously incarcerated)

(B) Program Participation Information, including:

- (i) Attendance data, on a monthly basis, including a recording of any failure to report to mandatory appointments. Such a failure is deemed as a "Failure to Report" ("FTR").
- (ii.) Program Compliance data, including a recording of any failure to adhere to program requirements. Such a failure is deemed and recorded as a "Failure to Cooperate" ("FTC").
- (iii) An indication of FTR or FTC will remove the clients from the Contractor's roster (except in cases where HRA makes exceptions) and will go through an HRA-managed process..
- (iv) Employment data (including start date, employer information, wage and hour information, health insurance information).
- (v) any change in client's status that will prevent participation in program (pregnancy, illness etc...).

(C) Miscellaneous Notes

- ii) HRA will provide individual-level information to Contractor through the WISE, including the data listed below, in order to verify applicants' identification, program eligibility, and employment status:
  - (A) Demographic data (including full name of client, date of birth, client's Social Security number, client address, and client phone number, Sex , );
  - (B) SNAP Case data (including status and, if status is "active", next recertification date) to verify client's program eligibility; ES code, SNAP site, Language.
  - (C) Employment Status of client.

6. Confidentiality

- i. Subject to the representations and warranties set forth in paragraph ii of this Section, Contractor shall bear the responsibility of complying with all confidentiality restrictions, as specified herein and as required by law, when using and transmitting information via the WISE. Contractor agrees to only access confidential information in the WISE system to the extent necessary to perform their job functions.
- ii. HRA represents and warrants that written client consent have been obtained which authorize Contractor to transmit information obtained from the clients into WISE as contemplated by this MOU.
- iii. In performance of this Agreement, the Parties may acquire confidential information, records or data relating to public assistance, cash assistance, and SNAP benefits. The Parties agree that all confidential information, records or data so acquired shall be used and/or disclosed in a manner consistent with the confidentiality requirements of the Food and Nutrition Act of 2008, the New York State Social Services Law, any and all applicable federal, state and local laws, and their implementing regulations, and all other confidentiality laws, regulations and requirements as may now be, or in the future may become, applicable.
- iv. No individually identifiable information or aggregate data obtained in the course of this program shall be released or re-disclosed to any other individual, non-participating agency, organization or entity, without the prior written consent of HRA, unless otherwise required by law.
- v. Contractor agrees not to use or disclose any confidential or individually identifiable health information other than as permitted or required by this Agreement or as required by Law.

- vi. Contractor agrees to use appropriate safeguards to prevent unauthorized use or disclosure of any HRA confidential information, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any individually identifiable HRA information that it creates, receives, maintains, or transmits, electronically or otherwise pursuant to this Agreement. Measures shall be taken to protect passwords and to limit user access to the WISE. The information accessed by the Contractor shall only be used for the purpose described in this MOU.
- vii. Contractor agrees to mitigate, to the extent practicable, any known harmful effects which are attributable to the unauthorized use or disclosure of confidential and/or individually identifiable HRA information.
- viii. Effect of Unauthorized Disclosure: Contractor agrees to immediately report to HRA upon its discovery of any improper use or unauthorized disclosure of any HRA confidential or protected data. Contractor agrees to report to HRA any data security incident of which it becomes aware, including a breach of unsecured protected data. In the event of such an unauthorized disclosure of protected data:
  - (A) Contractor shall immediately commence an investigation to determine the scope of the unauthorized disclosure to determine if a data breach occurred and shall draft an incident report containing such findings, including the identity of the individual(s) whose protected data was, or is reasonably believed to have been the subject of the breach and the number of individuals affected by the breach. A copy of the incident report shall be provided to HRA.
  - (B) Contractor shall promptly notify HRA in writing of any breach of confidentiality or data security when it is discovered. A breach is considered discovered on the first day on which Contractor knows or should have known of such breach.
  - (C) HRA or Contractor, as determined by HRA, shall promptly notify individuals about an unauthorized disclosure of e confidential HRA data as soon as possible but not later than 60 calendar days after discovery of the incident.. If it is determined that Contractor fails to comply with these breach notification requirements, HRA reserves the right to immediately terminate Contractor's access to the WISE and to terminate this Agreement. In the event that Contractor is responsible for the unauthorized disclosure or a data breach of HRA client information, Contractor will be responsible for complying with all statutory and/or regulatory breach notification requirements and for notifying all individuals affected by the data the breach. The Contractor will also be responsible for any costs that are incurred as a result of such an unauthorized disclosure.

7. Remedies in Event of Breach

- i. Contractor hereby recognizes that irreparable harm may result to HRA, and to the business of HRA, in the event of any breach by Contractor of any of the covenants and assurances contained in this Agreement.
- ii. In the event of breach of any of the covenants and assurances contained in Sections 6 or 8 herein, HRA shall be entitled to enjoin and restrain Contractor from any continued violation of such Sections, including but not limited to termination of access to HRA's web-based WISE.
- iii. The improper use or disclosure of HRA data may result in the imposition of sanctions as deemed appropriate by HRA and a referral of the matter to the Office of the New York City Inspector General for potential prosecution.
- iv. In the event of breach of Sections 6 or 8 by Contractor, Contractor shall indemnify and hold harmless HRA, its officers and employees from any claims, suits, actions, damages and costs of any nature arising out of the breach of confidentiality.
- v. The remedies contained in this Section shall be in addition to (and not supersede) any action for damages and/or any other remedy HRA may have for breach of any part of this Agreement.

8. Subcontractors

HRA does not authorize and Contractor agrees not to subcontract any of its obligations under this Agreement with any agent or subcontractor. In the event Contractor inadvertently provides any confidential data to an agent or subcontractor for any purpose, Contractor shall be responsible for ensuring that such agent or subcontractor agrees to the same restrictions and conditions that apply throughout this Agreement to Contractor with respect to the permissible use and disclosure of confidential information. Contractor will also be responsible to mitigate any harmful effects of such a disclosure.

9. Consent Form

Contractor shall have each client sign a consent form in which the client authorizes the Contractor to provide to HRA client identifiable information and data related to client program participation, enrollment and employment. The consent form shall also include language that states that HRA will provide to the Contractor limited client identifiable information and data for the purpose of verifying the client's identification, case status, program eligibility and employment status for tracking and follow-up purposes. The consent form shall also state that when HRA processes that information it may affect the level of benefits the client receives due to client's revised employment status. Contractor shall retain the signed client consent forms and make copies available to HRA upon request.

10. Publicity

Any public release by Contractor of information or data relating to HRA or HRA programs and clients, including but not limited to press releases, advocacy statements, and letters, shall be released only with the prior written consent of HRA.

11. Ownership of Information

HRA is the owner of all information and data contained in or extrapolated from any documents and all information and data contained in the WISE pursuant to the terms of the MOU. Under no circumstances is any party permitted to copy, store, use or disclose any data other than as contemplated herein without the prior written consent of HRA, the party that owns the data. Any and all data extracted from the WISE shall be destroyed or returned to HRA at the conclusion of the term of this MOU.

12. Termination

Either party may terminate this MOU with or without cause by providing 30 days written notice to the other Party.

13. Contact

To facilitate successful administration of this MOU, each party will designate a principal representative who will act as the contact person.

14. Provisions Surviving Termination

The provisions regarding ownership of information, confidentiality and publicity survive termination of this MOU or cessation of the services required by this MOU, whatever the reasons therefore.

15. Applicable Laws

The Parties in the performance of this MOU, shall comply with all applicable federal, state and local laws, ordinances, and regulations. This MOU shall be interpreted in accordance with the laws of the State of New York.

IN ACCORDANCE with the above terms and conditions, the parties hereby execute this Memorandum of Understanding.

**NYC Human Resources Administration**

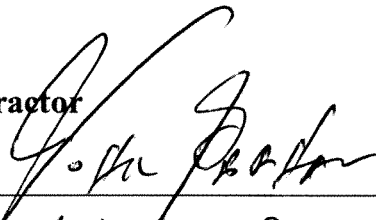
By: 

Name: Vincent Pello

Title: AWO

Date: 10/29/13

**Contractor**

By: 

Name: John L. Graham, SUNY MED

Title: Executive Director

Date: 10/16/13



ACKNOWLEDGEMENTS:

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

On this 29 day of October, 2013, before me personally came Vincent Pulio known by me to be the ACCO, of the DEPARTMENT OF SOCIAL SERVICES OF THE HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein mentioned.

Sharon C. James-Lerner  
NOTARY PUBLIC

SHARON C. JAMES  
Commissioner of Dec.  
City of New York No. 2-11  
Commission Expires April 1, 2014

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

On this 16th day of OCTOBER, 2013, before me personally came DR. JOHN GRAHAM known by me to be the EXECUTIVE DIRECTOR of the SUNY Manhattan EOC, the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.

Wiane E. Jones  
NOTARY PUBLIC

**WIANE E. JONES**  
Notary Public State of New York  
No. 01JD199965  
Qualified in New York County  
Commission Expires Sept. 30, 2015

THE UNIVERSITY OF THE STATE OF NEW YORK  
THE STATE ARCHIVES  
1900-1909  
SERIALS SECTION  
ALBANY, N. Y.