

**Inter-Agency Collaboration and Data Exchange Agreement
Between
The New York City Department of Veterans' Services
and
The New York City Human Resources Administration**

This Inter-Agency Collaboration and Data Exchange Agreement (hereafter referred to as "Agreement"), entered into on the 25th day of July, 2019, is to facilitate collaboration and data exchange between The New York City Department of Veterans' Services ("DVS") and The New York City Human Resources Administration ("HRA"), (collectively referred to as "the Parties"), with respect to a joint agency effort to provide low-income student veterans residing in the City of New York with discounted Metropolitan Transit Authority ("MTA") Metrocards.

Whereas, HRA provides a wide range of human services to a diverse client population including veterans, and works to connect veterans and their families with services and resources that they may qualify for through the DVS, and

Whereas, HRA operates the Fair Fares NYC Program (the "Program") to help eligible low-income New Yorkers manage their transportation costs through discounted MTA Metrocards, and

Whereas, for the purposes of the Program, the City of New York ("City") defines "low-income" as residents with a pre-tax annual household income at or below 100% of the federal poverty level, and

Whereas, DVS has established partnerships with New York City-based colleges and universities which possess high populations of student veterans, many of whom are low-income, and

Whereas, the Parties endeavor to conduct targeted outreach to this low-income student veteran population, and collect certain information from student veteran applicants ("Client(s)") in order to enroll them into the Program, and

Whereas, sharing of certain Client data between DVS and HRA will provide a more complete understanding of the City's student veteran population's needs, improve Program effectiveness, and increase the City's low-income student veteran population's access to public transportation,

THEREFORE, the Parties wish to collaborate on outreach and data exchange for the purposes of furthering the goals of the Program, and agree to the following:

I. PURPOSE AND SCOPE

The purpose of this Agreement is to set forth the terms and conditions of outreach and to ensure the effective and secure exchange of data.

II. DESCRIPTION OF THE COLLABORATION

There are over 10,000 veterans in the City of New York who are pursuing higher education. Of this amount, the City would like to identify low-income student veterans in an effort to afford this population greater access to public transportation. The parties will conduct targeted outreach to low-income student veteran population matriculating at New York City-based colleges and universities and collect certain information from Clients in order to enroll them into the Program.

Starting July 10th, 2019, DVS and student veteran administrators will distribute an electronic form by email called the "Fair Fares Interest Form". Student veterans who complete the interest form and who are determined pre-eligible for the Program are engaged via phone and email by DVS designated outreach staff. DVS outreach staff determines final eligibility by reviewing and collecting information via processes enumerated in *Section III, A. Responsibilities of DVS* below.

III. TERMS AND CONDITIONS

This section establishes the terms and conditions related to outreach and Party responsibilities regarding the transmittal, access and use of data between the Parties through such necessary and ancillary applications and infrastructure as specified.

The undersigned Parties to this Agreement agree to the following terms and conditions:

A. Responsibilities of DVS:

DVS shall:

- Liaise with its partner New York City-based colleges and universities to identify student veterans who are eligible for the Program.
- Work with authorized officials at these colleges and universities to identify prospective clients who are:
 - full or part-time enrollees towards matriculation, and
 - veterans of the United States Armed Forces, National Guard or the Reserves, and
 - are low-income, and
 - between age 18 to 64, and
 - are residents of the City of New York, and
 - are not receiving another transit discount or benefit (50% or more off the current transit fare).
- Establish a designated point of contact/custodian at DVS who will be responsible for receipt and secure transmittal of Client data to HRA.
- In tandem with student veteran administrators at New York City-based colleges and universities, distribute an electronic form by email called the "Fair Fares Interest Form".

- Engage via phone and email by DVS designated outreach staff with student veterans who complete the interest form and who are determined pre-eligible for the Program.
- Determine final eligibility by reviewing and collecting the 2019-2020 Free Application for Federal Student Aid (FASFA) – Student Aid Report (SAR) acknowledgment form (OMB No. 1845-0001) and one or more of the following documents for proof of military service: (1) DD Form 214 (2) NYC ID Card with Veteran Designator (3) DD Form 256 (4) Military ID Card (5) VA Issued ID Card (6) NYS Drivers License or Identification Card with Veterans Designation (7) NGB Form 22.
- Be bound by privacy and confidentiality provisions of local, State and Federal law.
- As described below, DVS shall establish a system by which it will securely transmit Client data, with written Client authorization, to HRA.

DVS shall further agree to act as Data Provider:

- DVS agrees to summarize and transmit/make accessible the following data it receives from partner educational institutions to HRA:
 - Client Name
 - Date of Birth
 - Social Security Number
 - Client Address
 - Client Preferred Method of Contact
 - Client Primary Phone Number
 - Client Secondary Phone Number
 - Client Email Address
 - Client Preferred Spoken Language
 - Client Written Language
 - Client Veterans Status
- DVS will transmit this data via secure FTP in .csv file format prior to close of business, September 20th, 2019
- DVS may exclude certain client data and/or case records based upon applicable laws, rules and/or regulations and policies.

B. Responsibilities of HRA:

HRA shall:

- Generate materials for, and engage in applicable activities towards, a marketing campaign to publicize the Program.
- Establish a designated point of contact/custodian at HRA who will be responsible for receipt and secure storage of Client data from DVS.
- Receive and hold confidential Client data from DVS for the purpose of determining whether Clients whose data it receives are already receiving New York City transit

benefits through any other program administered by HRA, which would make them ineligible for the Program.

- Communicate with, and facilitate issuance of reduced-priced Metrocards to approved Clients who meet eligibility criteria for the Program.
- Be bound by privacy and confidentiality provisions of local, State and Federal law.

HRA shall further agree to act as Data Recipient:

- All information received by HRA shall be held confidential to the extent required by law, and shall only be used for authorized purposes directly related to the carrying out of functions and responsibilities consistent with Program purpose of providing low-income student veterans with discounted Metrocards.
- HRA shall use any necessary administrative, technical and physical safeguards to protect the confidentiality, integrity, and availability of information received from DVS.
- The Agreement expressly assumes that each Party will adhere to DoITT's Citywide Users Responsibilities Policy, as well as any additional policies, practices or procedures such Party has in place regarding the access to and use of City information, including program and client confidential information.
- HRA acknowledges that improper use or disclosure of Client data is in violation of the DoITT Citywide User Responsibilities Policy and will result in disciplinary action, and may also subject its employees to civil or criminal penalties.

IV. CONFIDENTIALITY AND PRIVACY

The Parties shall use reasonable efforts, not less than it exercises for its own confidential information and materials, to retain in confidence, and to require its employees, consultants and representatives to retain in confidence, except as necessary to carry out obligations under this Agreement, all confidential information. Confidential Information includes any personally identifying information (PII) of student veterans whom DVS transmits to HRA for the purposes of assisting veterans with access to benefits provided in the Program. No personal health information (PHI) shall be shared under this Agreement. Notwithstanding this section, each party acknowledges and agrees that the City may be required to disclose Confidential Information to the extent required by law or court order.

Confidential Information shall not include information that: (i) is already known to the other Participant free of any obligation to keep it confidential; (ii) becomes publicly known through no wrongful act of the other Participant; (iii) is received by a Participant from a third party without any restriction on confidentiality; (iv) is disclosed to third parties by the Client without any obligation of confidentiality; or (v) is approved for release by prior written authorization of the disclosing Client.

Shared Responsibilities of the Parties

- DVS and HRA are responsible for protecting the confidentiality of Client information and shall take all reasonable steps to maintain the security of Client data. Further, each Participant is responsible for overseeing the actions of its employees with respect to the provision, use, and access of the data that is shared pursuant to this Agreement.
- Each Party agrees that its employees will conduct business consistent with their authorization(s) to participate in the collaboration and further agrees to take appropriate disciplinary action where such authorization has been violated and/or misused.
- Each Participant agrees that all sharing of data shall be in accordance with all applicable laws, rules and regulations, and shall be in furtherance of its programs and/or to advance the common Program purpose of enrolling low-income student veterans into the Program.
- Each agency is responsible for the maintenance of its own data systems.
- DVS makes no representations about the accuracy, validity, or authentication of Client data as provided by Clients.

V. CONTROLLING LAWS, RULES AND REGULATIONS

Each Participant understands that the provision of, access to, and use of confidential information in connection with collaboration are subject to the laws, rules and regulations of the United States and the State and City of New York.

Change Required to Comply with Applicable Law. Notwithstanding any prior approvals regarding the sharing of information, if a change is required regarding authorized use(s) to comply with statutory and/or regulatory changes, the Parties shall notify and work with their respective CIOs, or other designated agency officer(s) who serve as points of contact for the collaboration, to implement such change in compliance with all applicable laws, rules and regulations. All Parties shall be notified in the event of a change required to comply with applicable law.

VI. SEVERABILITY

The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Agreement and the invalid provision(s) shall be considered modified to conform to the existing law.

VII. EFFECTIVE DATE

This Agreement shall remain in full force and effect for a period of six (6) months from the date of execution set forth above.

VIII. MODIFICATION & TERMINATION

This Agreement may only be modified or terminated in writing by mutual consent of all Parties.

IX. ENTIRE AGREEMENT

This written Agreement contains all the terms and conditions agreed upon by the parties hereto. The terms and conditions of this Agreement constitute the full and complete agreement between the Parties. No other verbal agreement shall, in any way, vary or alter any provision of this Agreement. No other written agreement shall, in any way, vary or alter any provision of this Agreement unless modified in writing by mutual consent of all Parties or as required by statutory or regulatory changes.

The undersigned hereby accept and agree to be bound by all of the provisions and terms and conditions set forth in this Collaboration and Inter-Agency Data Exchange Agreement.

THE CITY OF NEW YORK

DEPARTMENT OF VETERANS' SERVICES



Signature

7/31/19
Date

ASSOCIATE COMMISSIONER

Print Name and Title

Angela Guyton-Cyril
Notary Public - State of New York
No. 0162625870
Qualified In Bronx County
My Commission Expires January 19, 2020

THE CITY OF NEW YORK

HUMAN RESOURCES ADMINISTRATION

Signature

Date

Print Name and Title