

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”), dated NOV. 17, 2022, between the City of New York (“City”), acting by and through the Department of Social Services/Human Resources Administration (“HRA”), with offices at 150 Greenwich Street, New York, New York 10007, and NYC PARKS (“Community-Based Organization” or “the CBO”), with offices located at 24 W. 61st Street 2nd Fl. NY NY 10023 (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Office of Child Support Services administers the NYC Child Support Program (“the Program”) which serves parents (both mothers and fathers) and guardians, regardless of income or immigration status. The Program lifts tens of thousands of NYC children out of poverty each year and helps both parents provide for the economic and social well-being, health, and stability of their children; and

WHEREAS, in furtherance of the Program, OCSS seeks to assist non-custodial parents (“NCPs”) in providing for their children by helping NCPs obtain child support orders aligned with their income to avoid debt, reducing barriers to NCPs paying their child support, assisting NCPs in finding and retaining employment, and helping NCPs engage with their children; and

WHEREAS, in furtherance of the Program, OCSS seeks to assist custodial parents (“CPs”) in opening a child support case or lifting a child support sanction and restoring full benefits. The child support program collects over three quarters of a billion dollars a year with the vast majority of the money disbursed to custodial parents. This additional income in the household can play a key role in helping reduce child poverty and have a two generational effect on poverty; and

WHEREAS, NYC PARKS is a community-based organization (“CBO”) that provides various services to individuals, including NCPs and CPs, such as education and employment counseling, financial planning, mediation/conflict resolution training, child care, housing services, parenting skills training, and other services which can help NCPs and CPs better provide for their children; and

WHEREAS, in furtherance of the Program, OCSS wishes to allow **the CBO** use of OCSS’s online Child Support Snapshot (“CSS”) system, a web-based portal, to access up-to-date information about NCPs and CPs within New York City so that the CBO can better serve NCPs and CPs and facilitate larger goals of the Program and as a way to bring services into the community; and

WHEREAS, in furtherance of the Program, OCSS needs to ensure compliance with Federal US Internal Revenue Service Publication 1075 and 18 NYCRR § 347.19 to ensure information is safeguarded and CBOs are aware of the requirements around using this data; and

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. TERM

- A. The term of this Agreement shall be a five (5) year term which shall commence on **August 1, 2022** through **December 31, 2027**, 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 five (5) consecutive one (1) year terms, unless the Agreement is sooner terminated or modified as provided herein.
- C. This Agreement terminates and supersedes any and all prior agreements between the Parties with respect to the subject matter hereof.

ARTICLE 2. SCOPE OF SERVICES

A. TARGET POPULATION

- 1. CBOs may serve NCPs, including but not limited to, those who:
 - a. Owe child support arrears;
 - b. Have high child support orders;
 - c. Received a child support order by default; or
 - d. Need information on the child support program to understand topics such as: the general rules governing the program; paternity establishment; how to obtain assistance; the importance of reading mail; when to return to court and what information to bring, how to challenge an enforcement action, etc.
- 2. CBOs may serve CPs, including but not limited to, those who:
 - a. Want to know information about their account financials (e.g. how much is owed, how much is paid, when the next payment is due); or
 - b. Need information about services (e.g. paternity establishment, support order establishment, modifications [adding a child to an existing support order] etc.) or how to apply for child support services.

B. ENROLLMENT PROCESS

- 1. Upon execution of this Agreement, HRA shall invite the contracting CBO to identify unique users (“Authorized Users”) who require access to the CSS portal in order to perform the services required under this Agreement. HRA shall grant read-only access to the CSS portal for the Term of this Agreement to the identified Authorized Users.
- 2. HRA Information and Technology Systems (“ITS”) will then create a unique eight(8)-character user ID for the CBO Authorized User(s) to access the CSS portal, which shall be rendered inactive at the expiration or early termination of this Agreement, if this Agreement is terminated by either party, if an Authorized user violates the terms of the Agreement or if an Authorized User separates from **the CBO**. It should be noted that the standard format for ITS account usernames is the first letter of first name and first seven (7) letters of last name.

C. CBO RESPONSIBILITIES

The CBO shall:

1. Ensure that unique CBO user IDs are used by the original authenticated Authorized User only and only for the authorized purposes specified within this Agreement. Access credentials to NYC/HRA systems are for the sole use of the person to whom they are provided - and not to be shared with anyone for any reason or used for any other purpose.
2. Ensure that OCSS is immediately informed in writing when a CBO Authorized User no longer requires Snapshot access or separates from the organization. CBO must contact OCSS at dcse.cseweb@dfa.state.ny.us with the user's name and when the account should be terminated.
3. CBOs must use and upload the original Authorization to Share Information form (**Attachment B**) generated by Snapshot in accordance with the terms of this Agreement, unless distinct authorization is provided by OCSS to use a modified version of the Authorization Form.
4. Maintain all HRA information obtained pursuant to this Agreement in a confidential manner. The CBO shall limit access to CSS for Authorized Users who complete these requirements and who have a legitimate work-related purpose to access such information.
5. Obtain valid written or electronic authorization from its NCP/CP clients allowing OCSS to disclose the confidential NCP/CP information, shown on Attachment A, through CSS by obtaining NCP/CP client signatures on the Authorization to Share Information form attached hereto as Attachment B. The authorization shall be obtained while the NCP/CP is physically or virtually present with the CBO user and are to be confirmed by the CBO checking the box provided within the portal's request form. Access to confidential NCP/CP data via the CSS is valid up until one (1) year after the date of the signing of the authorization. HRA is responsible for monitoring the system to ensure that updated authorizations are uploaded when legally required.
6. Scan and upload an electronic version of the Authorization to Share Information form into the Child Support Snapshot System within one (1) business day of receiving an NCP's/CP's signature and obtaining access to the Child Support Snapshot System. Without the provision of the action plan or a corrective action plan, failure to upload the Authorization to Share Information form after two reminders will result in the termination of the user account. If implemented, the user account termination process shall be as follows: Users who do not submit an *Authorization to Share Information* form will receive a reminder email after 24 hours of non-compliance to upload the missing waiver. There would be another reminder plus a warning two days after the first email. Three days after that, if the waiver is still not uploaded, their account will be manually disabled.
7. Complete an annual "Child Support Security Awareness: Use and Disclosure of Child Support Program Information" security training. In addition to the training, the CBO shall be required to sign and submit a Non-Disclosure Agreement, attached hereto as

Attachment D.

8. CBOs should:
 - a. convey to the NCP/CP that the child support program's primary objective is to put children first by ensuring children receive support by both parents;
 - b. inform families on how to obtain or modify child support orders to align them with current income levels;
 - c. assist them in completing an application to reduce child support debt;
 - d. connect them to critical services that are aligned with the goal of encouraging responsible fatherhood and HRA's efforts to reduce poverty;
 - e. encourage NCPs/CPs to go to all child support hearings, to bring documentation of their financial status, and to educate them in advance so that they know to expect in Court and when their wages are garnished for child support;
 - f. for those custodial parents without a child support order, take the opportunity to point out that establishing a child support order could provide them with needed financial assistance to support their children. There are safeguards in the law for low-income NCPs and NCPs without employment can be connected to employment;
 - g. encourage CPs receiving cash assistance, who may have a child support sanction in place, to comply with child support so their cash benefits can be fully restored, as well as their Medicaid benefits. They can comply by calling or visiting the child support Borough Office;
 - h. refer NCP/CP to mediation services to assist with child rearing issues or debt issues; and
 - i. share with participants OCSS links to information on our website to assist them in understanding the program, obtaining services or managing their case.
9. It is recommended that CBOs use the checklist Attachment C available in CSS with the NCP to determine how best to assist NCPs to obtain and retain employment, stabilize their life, connect to their children, modify their child support orders, request reductions in their child support debt, request a hardship review, or require other assistance available at OCSS's Customer Service Walk-in Center. In light of the pandemic the checklist Attachment C has been updated to include updated resources and information relevant to the pandemic and OCSS' services. For those NCPs involved with the Family Court, assistance will include informing them of what to expect in Court and information on what documentation to bring to Court. CBOs should explain to the NCP that the best way of avoiding the programs administrative enforcement actions such as drivers' license suspension, property execution, etc. is to engage with the program. This means attend all court hearings, bring financial documents to court, and read all mail. OCSS does not expect CBO staff to be experts in child support. The CSS system is designed to serve as a tool to assist both fathers and mothers. The CSS system provides suggested next steps and it provides access to videos, forms, and brochures that offer helpful information.

D. HRA RESPONSIBILITIES

HRA shall:

1. Grant access to the CSS online web portal to the authorized Users of the CBOs deemed eligible by OCSS;
2. Disclose NCPs'/CPs' child support case information, (those data elements identified in Attachment A) to the CBOs by allowing limited access to the CSS system, subject to written authorization from the NCPs/CPs and other conditions herein, and provide guidance to CBOs related to order modification, arrears reduction, and how to assist non-custodial parents who seek help at HRA's Customer Service Walk-in Center or Family Court;
3. Provide training to CBO users on how to access and navigate the CSS portal along with an FAQ;
4. Conduct periodic workshops for Program staff and or participants regarding all aspects of child support, including paternity establishment, support establishment, collection, enforcement, modification, and available debt reduction services; and
5. Conduct regular audits of the Authorization to Share Information form to ensure it conforms to the MOU requirements. Failure of a CBO to comply will result in the CBO's loss of access to the CSS System.

ARTICLE 3. 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 4. 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 5. LEGAL BASIS FOR DISCLOSURE OF CONFIDENTIAL INFORMATION

- A. Confidential information about NCPs/CPs will be disclosed from OCSS to the CBOs pursuant to valid written authorization from the NCPs/CPs which is uploaded by the CBOs and retained in the Snapshot system.
- B. Pursuant to NY Public Officers Law §96-a(3) the use of a social security account number for internal verification, fraud investigation or administrative purposes is permitted. The use of social security account numbers contemplated in this Agreement is for internal

verification and administrative purposes.

- C. Under New York City Administrative Code §23-1202(c), the Agency Privacy Officer (APO) may designate in advance certain disclosures of identifying information between City Agencies and/or third parties that further the purpose and mission of the agency as routine and therefore permissible. The collection and disclosure of identifying information by HRA/DSS for the purposes set forth in this Agreement is covered by the following routine designation made by the HRA/DSS APO: Direct Client Services in the form of Referrals & Case Management for HRA clients.

ARTICLE 6. CONFIDENTIALITY AND SECURITY OF DATA

A. Compliance with Applicable Privacy and Security Laws, Rules, and Regulations.

All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA and CBO files or records, shall be held confidential. The data provided under this Agreement shall be used and maintained in accordance with applicable provisions of federal, state, and local laws, rules and regulations.

B. Restrict Access to “Authorized Users”.

1. Access to the data will be restricted to the CBO and CBO’s employees and agents required to use the data to perform the functions of this Agreement.
2. Such Authorized Users must be notified and trained by the CBO as to the confidential nature of the data and its proper handling.
3. CBO certifies that all Authorized Users will be subject to the obligations of confidentiality and non-disclosure no less stringent than those contained in this Agreement.
4. CBO must notify HRA of any changes to the Authorized User list within five (5) days of any changes to the list. Notify: OCSS Systems Security at dcse.cseweb@dfa.state.ny.us
5. CBO shall notify HRA, in writing, within 48 hours if any Authorized User(s) has failed to comply with the terms of this Agreement and/or has compromised the privacy and security of the data. Such conduct may result in the immediate removal of the user or entire organization from the list of Authorized Users and the immediate termination of data access.

- C. **Security and Confidentiality.** When CBO receives data from HRA in accordance with this Agreement, or creates and/or uses files derived from data, CBO shall maintain the security and confidentiality of the data as required by this Agreement and applicable laws, rules and regulations. In no case shall the safeguards listed above be less stringent than the safeguards set forth in the Citywide Privacy Protection Policies and Protocols of the Chief Privacy Officer, available at <https://www1.nyc.gov/site/moip/policy/the-policy.page>.

D. Except as otherwise provided in this Agreement, CBO shall not, at any time, directly or indirectly, disclose, share, give, loan, sell, or otherwise grant access to the data provided pursuant to this Agreement, in part or in whole, to any other person or organization. Without limiting this provision, the following confidentiality and security measures shall apply:

1. Disclosure of Individually Identifiable Information. CBO shall not disclose data, or any information it receives pursuant to this Agreement, that is individually identifiable information, or information, which combined with publicly available information, may reasonably be used to identify or locate an individual. Individually identifiable information must be maintained in a manner approved by HRA, and consistent with applicable laws, rules, and regulations.
2. Reporting Unauthorized or Inadvertent Use, Acquisition, Access or Disclosure.
 - a. CBO agrees to report to HRA / (i) any actual or reasonably suspected (a) unauthorized or inadvertent use, acquisition, access or disclosure of the data by the CBO, its employees, agents and/or contractors in violation of this Agreement, including, but not limited to, the theft or loss of portable devices or equipment containing data or copies of data, and/or (b) any unauthorized or inadvertent use, acquisition or access or disclosure of the data resulting from hacking, software, malware, ransomware, computer code, algorithm or other means (each of item (a) and (b), an “unauthorized or inadvertent use, acquisition, access or disclosure”), and (ii) any remedial action to be taken by CBO with respect to such suspected occurrence of an unauthorized or inadvertent use, acquisition, access or disclosure. CBO shall make such report to OCSS in writing, within 48 hours after CBO becomes aware of such suspected occurrence of the unauthorized or inadvertent use, acquisition, access or disclosure and OCSS will notify the DSS Chief Privacy Officer. CBO agrees to fully cooperate with any investigation conducted by the City (which includes HRA/DHS) or its agents to determine whether an unauthorized or inadvertent use, acquisition, access or disclosure has occurred and the nature and extent of such unauthorized or inadvertent use, access, acquisition or disclosure. CBO’s full cooperation includes, but is not limited to, producing information requested by the City to enable the City to conduct an investigation of the suspected occurrence of the unauthorized or inadvertent use, acquisition, access or disclosure.
 - b. In addition to the requirements of the above paragraph (C)(2)(a), CBO shall provide notice to HRA/DHS within 48 hours of the discovery by CBO of any (i) breach of security, as defined in Section 10-501(b) of the New York City Administrative Code (“Admin. Code”), of any Data, encrypted or otherwise, that contains social security numbers or other “personal identifying information” as defined in Section 10-501 of the Admin. Code (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of CBO or its employees, agents or contractors. Upon the discovery of any security breach, CBO shall take reasonable steps to remediate the cause or causes of such security breach, and shall provide notice to HRA of such steps. In the event of any security breach, without limiting any other right of the City, the City shall be entitled to recover from CBO the costs of notifications and/or other actions mandated by the Admin. Code or any other applicable law, or administrative or judicial order, to address the security breach, including any fines or penalties imposed by the State or federal government as a result

of the security breach. The City shall also be entitled to recover from CBO the costs of credit or identity theft monitoring services for individuals affected by such security breach by a national credit reporting agency, and/or any other commercially reasonable preventive or remedial measures.

3. Accounting for Unauthorized or Inadvertent Use or Disclosure. In the event that an unauthorized or inadvertent use, acquisition, access or disclosure of data provided by HRA is made to a third party, CBO shall ensure that a proper record of such unauthorized or inadvertent use, acquisition, access or disclosure is kept and immediately provided to HRA. CBO shall also assist in any subsequent investigation of the unauthorized or inadvertent use, acquisition, access or disclosure and mitigate any possible resulting damages of same. The record required under this provision, shall include, at a minimum:
 - a. The date of the use or disclosure;
 - b. The name of the user or recipient, if known;
 - c. The address of the user or recipient, if known;
 - d. A brief description of the information used or disclosed;
 - e. Any remedial measures taken to retrieve or otherwise repossess such information or other measures to mitigate the use or disclosure of such information; and
 - f. All other details required or necessary for HRA/DHS to know when and how such unauthorized or inadvertent use, acquisition, access or disclosure was made and what mitigating steps are being undertaken or recommended by the Data Recipient.
4. In the event of a data breach, CBO is responsible for notifying the affected individuals within a reasonable amount of time, but no later than sixty (60) calendar days after the discovery of the breach or earlier if so required by law, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall be in a form and format prescribed by HRA and shall meet the requirements of applicable local, state and federal law. Upon the discovery of such data breach, CBO shall take reasonable steps to remediate the cause or causes of such breach. CBO shall be responsible for all costs associated with providing notification to all affected individuals when notification is required by law or determined appropriate by HRA.
5. CBO recognizes that irreparable harm may result to HRA, and to the business of the City, in the event of any breach by CBO of any of the covenants and assurances contained in this Agreement.

E. Safeguards to Protect the Data. CBO shall take all reasonable measures to safeguard and keep the data confidential and secure, including, but not limited to:

1. storing the data in secure access-restricted files;
2. using only CBO-issued or approved computers, laptops and/or mobile devices (collectively, "Devices") to access, process, transmit or store the data;

3. encrypting any computer, laptop, USB, CD or other mobile storage tool, device, or equipment used to access, process, transmit or store the data;
 4. ensuring that only Authorized Users shall have access to the data;
 5. creating a password or encryption system to obtain and restrict access to the data only to Authorized Users listed in **Attachment C**;
 6. password protecting all devices that will be used to access, process, transmit or store the data;
 7. keeping any hardcopy versions of files containing the data in locked areas with access restricted to Authorized Users and maintaining a record of who accesses the hardcopy files;
 8. keeping keys and combinations to locked areas protected from unauthorized access;
 9. providing a firewall to protect data so that no third party is allowed access to the data;
 10. whenever devices that access, process, transmit or store the data are left unattended for any length of time, access to such devices must be immediately disabled, either manually or automatically, and a password must be required to access the devices again;
 11. adding tracking and remote data deletion software to all laptops and mobile devices that access, process, transmit or store the data;
 12. not leaving unattended laptops or mobile devices that are used to access, process, transmit or store the Data when transporting or traveling with the data;
 13. ensuring that all internal audit functions are reasonably maintained and operational; and
 14. complying with any additional HRA security requirements imposed on CBO to ensure the security of the Data and minimize the risks of a breach.
- F. Security Audits.** HRA reserves the right to demand industry-standard audits and debriefings (in any format approved by HRA/ of the CBO's internal data safekeeping, data security technology, and other control systems ("security audits") conducted by the CBO or a third party, in order to provide reasonable assurance to HRA that the CBO is receiving and safekeeping the data in compliance with the provisions of this Agreement and applicable laws, rules, and regulations. Upon request by HRA, the CBO will promptly provide copies of such security audits and respond to HRA inquiries regarding Data privacy and security. In addition to the foregoing, security audits may be conducted directly by HRA or by a third party approved by HRA. CBO shall promptly provide HRA or the third party access to Data Recipient's internal systems for the purpose of conducting any security audit. CBO shall immediately address all high and medium vulnerabilities identified by a security audit and implement a remediation plan and timeline which shall be provided to HRA.

- G. No Reproduction without Consent.** Except as provided in Section IV(A), CBO shall not reproduce the Data in any form without the prior written consent of HRA.
- H. Ownership of HRA Client Data.** All HRA client data provide for purposes of this agreement shall remain the exclusive property of HRA. All Records created and maintained in connection with these services are owned by HRA and no right, title, or interest in any material developed therefrom is transferred to the CBO. The CBO must seek approval from the HRA/DSS APO prior to any re-disclosure of HRA client data for any purpose that is outside the scope of this agreement.
- I. Disclosures Required by Law.** Notwithstanding any inconsistent provision in this Agreement, CBO shall not be liable for disclosure of the Data to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law; provided that, in such event CBO has given HRA prompt notice of its receipt of the court order, subpoena, other validly issued administrative or judicial notice or order, or request pursuant to applicable law.
- J.** A breach of this section shall constitute a material breach of this Agreement for which HRA may terminate this Agreement as indicated herein. If for any reason any term of this Agreement is violated, all HRA data shall be either destroyed or returned to HRA, unless otherwise authorized by HRA. HRA reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 8. 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 directed to the address of the parties as follows:

If to CBO:

NYC PARKS - WORKFORCE DEVELOPMENT
24 WEST 61st Street 2nd Fl.
NY NY 10023

If to HRA:

New York City Human Resources Administration
Office of Child Support Services
150 Greenwich Street, 40th Floor
New York, NY 10007
Attn: Frances Pardus-Abbadessa- Executive Deputy Commissioner
Frances.Pardus-abbadessa@dfa.state.ny.us

ARTICLE 9. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and Local laws, rules and regulations as are in effect at the time such services are rendered including without limitation the Civil Rights Act of 1964, as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR articles 84 and 85.

ARTICLE 10. PROVISIONS SURVIVING TERMINATION

The provisions of Article 6 regarding confidentiality survive termination of this Agreement or cessation of the services required by this Agreement, whatever the reasons therefore.

ARTICLE 11. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties affirm their understanding of the terms herein described by executing this Agreement as of the date written below.

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

BY: _____

TITLE: ACCO _____

DATE: 11/28/2022 _____

CBO: NYC PARIS _____

BY:  _____

TITLE: CHIEF OF WORKFORCE DEV _____

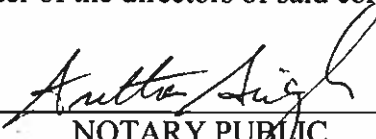
DATE: 11/22/22 _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK

COUNTY OF

On this 22nd day of November, 2022, before me personally came ELIZABETH EHRLICH, to me known, who, being by me duly sworn did depose and say that he/she resides at 24 WEST 81ST STREET NEW YORK NY 10023; that he/she is the EMPLOYEE of NYC PARKS the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.


NOTARY PUBLIC
ARETHA SINGH
Notary Public, State of New York
No. 01S16108179
Qualified in Queens County
Commission Expires April 12, 2024

STATE OF NEW YORK

COUNTY OF

On this _____ day of _____, 202__, before me personally came _____, to me known and known to me to be _____ of the DEPARTMENT OF SOCIAL SERVICES/ HUMAN RESOURCES ADMINISTRATION of THE CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same for the purpose therein mentioned.

NOTARY PUBLIC

ATTACHMENT A

New York City Office of Child Support Services Custodial Parent Snapshot

The information provided by this tool relates to custodial parents (CP) who have a NYC child support case with OCSS.

Case ID:
Noncustodial Parent's (NCP) Name:
Custodial Parent's (CP) Name:

Case Status:
Family Assistance Status:
Cash Assistance Sanction Status:

Resolving a Cash Assistance sanction can restore the CP's full Cash benefit and Medicaid. To resolve this, visit an OCSS Borough Office (see <http://bit.ly/OCSSLocations>)

Names of Children <i>(Last Name, First Name)</i>	Date of Birth <i>(mm/dd/yyyy)</i>	Paternity Established? <i>(Y/N)</i>

Account Information

Current Court Date: **Location:**
Docket Number:
Total Monthly Amount:
Monthly Obligation Amount:
Additional Amount Toward Arrears:
Currently Payable To:
Unclaimed Money that May Be Owed to the Participant:

Last Five Child Support Payments

Date	Amount	Payment Sent To: <i>(DSS/CP)</i>

Owed To:	Total Arrears Owed
DSS/NYC GOV	\$
CP	\$

Please note that this reflects the last five payments as available in our database on the date this activity sheet was prepared.

*Payment data only available after 10/01/2008.
 For clients receiving Cash Assistance the maximum payment they could receive is \$200.*

Next Court Date: **Location:**

Suggested Actions for Custodial Parent

Provider Information

Name (Printed):	Vendor Name:	Date:
Email Address:	Telephone #:	

Note: All information provided herein reflects information contained in OCSS records as of mm/dd/yyyy and is subject to change. All information is confidential and cannot be distributed to anyone without authorization.

If you are experiencing domestic violence, or know someone who is, help is available. The New York City Domestic Violence Hotline (800) 621-HOPE provides information on counseling, shelters, services for children, and legal assistance.



New York City Office of Child Support Services Noncustodial Parent Snapshot

The information provided by this tool relates to noncustodial parents (NCP) who have a NYC child support case with OCSS.

Case ID:

Case Status:

Noncustodial Parent's (NCP) Name:

Custodial Parent's (CP) Name:

NCP's Address:

NCP's DOB

NCP's Employer Name:

NCP's Assistance Status:

Employer Address:

NCP's Veteran/Military Status:

Names of Children
(Last Name, First Name)

Date of Birth
(mm/dd/yyyy)

Paternity
Established?
(Y/N)

Account Information

Current Court Date:

Location:

Docket Number:

Total Monthly Amount:

Monthly Obligation Amount:

Additional Amount Toward Arrears:

Currently Payable To:

Unclaimed Money That May Be Owed to the participant:

Last Five Child Support Payments

Date	Amount	Payment Sent To: (DSS/CP)

Owed To:

Total Arrears Owed

DSS/NYC GOV

\$

CP

\$

Next Court Date:

Location:

Enforcement Information

Suggested Actions for the Noncustodial Parent

Provider Information

Name (Printed):

Vendor Name:

Date:

Email Address:

Telephone #:

Note: All information provided herein reflects information contained in OCSS records as of mm/dd/yyyy and is subject to change. All information is confidential and cannot be distributed to anyone without authorization.



Department of
Social Services
Human Resources Administration
Department of Homeless Services

Office of Child
Support Services

PO Box 830 Canal Street Station
New York, NY 10013

Authorization to Share Information

I, Participant's name, am a client of

[Partner Agency Name]
[Partner Agency Contact]
[Partner Agency Address 1]
[Partner Agency Address 2]
[Partner Agency Phone]
[Partner Agency Fax]
[Partner Agency Email]

As their client, I am agreeing to waive my right to confidentiality and authorizing the New York City Human Resources Administration Office of Child Support Services (OCSS) to share with {partner agency name} the information listed below. I am doing so to enable {partner agency} to know the status of my child support case, if I have one, and to allow them to inform me of services available at OCSS and refer me to OCSS, Family Court or other services/organizations as appropriate.

I understand that the information OCSS will share with {partner agency name} includes and is limited to the following:

- **Identifying Information** (my name, address, date of birth, and the last four digits of my Social Security number)
- **Information about my case** (whether a case has been established, and if yes, the amount of my current obligation, the status of the account including balances and payment information, the names and dates of birth of the children associated with my case and whether paternity has been established for them)
- **Information about actions related to my account** (a list of enforcement measures in place and a description of recommendations or next steps related to my case)

Any information OCSS shares will be kept confidential by [organization].

Participant's Signature

Date Signed

(Turn over)

Duration of Authorization and the Process for Revoking It

This authorization is valid for one year from the date on which it was signed above. The signor can revoke it at any time by sending a written notice by certified return receipt mail to:

New York City Office of Child Support Services
Division of Parent and Community Engagement
PO Box 830 Canal Street Station
New York, NY 10013

Once OCSS receives this written notice, this waiver will be considered revoked.

Instructions to Partner Agency for Completing and Submitting the Waiver

To comply with the waiver process, please fill in the blanks completely and write as clearly as possible. Once completed, the waiver must be returned to OCSS by uploading the waiver to the CSS application within one business day. If you are unable to scan and upload the waiver, contact csswaiver@dfa.state.ny.us. Thank you for your help.

Do you have a medical or mental health condition or disability? Does this condition make it hard for you to understand this notice or to do what this notice is asking? Does this condition make it hard for you to get other services at HRA? **We can help you.** Call us at **212-331-4640**. You can also ask for help when you visit an HRA office. You have a right to ask for this kind of help under the law.



New York City Office of Child Support Services Snapshot

The information provided by this tool relates to parents whose cases are overseen by the City of New York. For additional information about NYC cases or cases from outside NYC, contact the New York State Child Support Helpline Monday-Friday, 8:00 AM-7:00PM at 1-888-208-4485.

Case ID: N/A
Participant Name: Dough, John
Participant DOB: mm/dd/yyyy

The name and date of birth **do not correspond to a record in the Child Support Snapshot**. This may be because this person does not have a formal child support order. Or this person has a child support order outside New York City.

Additional information about cases outside New York City can be found by contacting the New York State Child Support Helpline Monday-Friday, 8:00 AM-7:00 PM at 1-888-208-4485.

Noncustodial parents who do not have paternity established, encourage them to do so. OCSS offers low-cost DNA testing. Call 929-221-5008 for more information or to schedule an appointment.

Custodial parents who would like to establish a child support case, encourage them to visit an OCSS office in the Family Court. For a list of locations, see <http://bit.ly/OCSSlocations>.

Provider Information

Name (Printed):	Vendor Name:	Date: mm/dd/yy
Email Address:	Telephone #:	

Note: All information provided herein reflects information contained in OCSS records as of mm/dd/yyyy and is subject to change. All information is confidential and cannot be distributed to anyone without authorization.

If you are experiencing domestic violence, or know someone who is, help is available. The New York City Domestic Violence Hotline (800) 621-HOPE provides information on counseling, shelters, services for children, and legal assistance.

ATTACHMENT B



CHILD SUPPORT: YOUR NEXT STEPS

1. Contact the Office of Child Support Services (OCSS) Customer Service Office as follows:

- Email child support at dcse.cseweb@dfa.state.ny.us. Include your name, case number, phone number along with a description of your concern(s) in the body of the email and the best time to reach you. Write "Question about my case" in the subject line.
- Schedule a phone appointment with a Customer Service caseworker by emailing dcse.cseweb@dfa.state.ny.us. Provide the same information requested above. Enter "Requesting a Customer Service Appointment" in the subject line of your email.
- Go to nyc.gov/hra/ocss for more information, videos, and updates about OCSS services.
- Call the New York State Child Support Helpline at **888-208-4485** to speak to a Child Support representative.
- Visit the OCSS Customer Service Walk-In Center in lower Manhattan
151 West Broadway, 4th Floor (between Worth and Thomas Streets), New York, NY 10013
Business Hours: Mon - Fri, 8:00 AM - 7:00 PM (except holidays)

2. When you contact Customer Services, ask about these services:

- | | |
|---|--|
| <input type="checkbox"/> <u>Arrears Cap Program</u>
Can set a \$500 limit on child support owed to the government during times when your income is below the poverty level. | <input type="checkbox"/> Hardship Review
Can reduce or remove the extra money (on top of your usual child support order) garnished from your paycheck to pay back child support debt. |
| <input type="checkbox"/> <u>Arrears Credit Program</u>
Can lower child support owed to the government by \$5,000 a year for up to 3 years when you pay regularly every month. | <input type="checkbox"/> Lift a DMV license suspension
Remove the suspension placed on your driver's license for unpaid child support. |
| <input type="checkbox"/> General Case Review
Have your case looked at to see if you are eligible for any of the support services. | <input type="checkbox"/> Request a lower child support order
Staff can guide you through the process of asking the Court to have your child support order lowered to match your income and help you file a petition. |
| <input type="checkbox"/> Join our employment program
This may be the kind of training and preparation needed to find a good job. | <input type="checkbox"/> Agreements to modify Child Support Order
Lower your child support order by coming to an agreement and decreasing your time in court. |

(Turn over)

ATTACHMENT C

3. We recommend that you have the following information available:

- Proof of past or current income**
Your documents can include pay stubs, tax returns, or proof that you have received Cash Assistance, SSI, Medicaid, or SNAP.
- Completed Financial Disclosure Affidavit**
Click on bit.ly/childsupportFDA to download and have it notarized. IMPROTRANT: Do not sign it until you are at the notary.
- Proof of dates of incarceration**
Examples of proof can include letters from a prison, or the Department of Corrections or Division of Parole.
- Notary service**
Staff at the Customer Services office can notarize documents. Many banks and law offices can also notarize documents.

4. You can also do these things from home:

- Get a NYCID**
We suggest that all New Yorkers apply for IDNYC. Call 311 or click on nyc.gov/idnyc for information on how to enroll.
- Find free or low-cost mediation services**
For a list of local organizations that provide help with issues such as visitation, click on bit.ly/MediationReferrals.
- Get updated child support information**
Call 888-208-4485 to ask for a Personal Identification Number (PIN) so you can get updated child support information online or by phone.
- Watch our short, "How To" videos**
See the growing list of videos on our YouTube playlist at bit.ly/OCSSYouTube. Some videos are also available in Spanish.
- Get job openings sent to you by text**
Text the word JOBS to 877877 to join HRA's popular TXT-2-Work program and get details immediately when new jobs are available.
- Get legal information**
Contact Legal Information for Families Today (LIFT) at www.liftonline.org or 212-343-1122 (except during 1-2 PM).
- Apply for Earned Income Tax Credit**
Learn more at tax.ny.gov/pit/credits/nceic.htm.

Do you have a medical or mental health condition or disability? Does this condition make it hard for you to understand this notice or to do what this notice is asking? Does this condition make it hard for you to get other services at HRA? **We can help you.** Call us at **212-331-4640**. You can also ask for help when you visit an HRA office. You have a right to ask for this kind of help under the law.



MANUTENCIÓN INFANTIL: SUS PRÓXIMOS PASOS

1. Comuníquese con la oficina de servicio al cliente de la Oficina de Servicios de Manutención Infantil (Office of Child Support Services, OCSS):

- Escriba un email a Manutención Infantil a dcse.cseweb@dfa.state.ny.us. Incluya su nombre, número de caso, número de teléfono y una descripción de sus preocupaciones en el cuerpo del email, y el mejor momento para comunicarnos con usted. Escriba "Question about my case" (Pregunta sobre mi caso) en la línea de asunto.
- Programe una cita telefónica con el asistente social del servicio al cliente mediante un email a dcse.cseweb@dfa.state.ny.us. Dé la misma información que se pide arriba. Escriba "Requesting a Customer Service Appointment" (Solicitud de una cita de Servicio de Atención al Cliente) en el asunto del email.
- Vaya a nyc.gov/hra/ocss para obtener más información, videos y actualizaciones sobre los servicios de OCSS.
- Llame a la línea de ayuda de Manutención Infantil del estado de Nueva York al **888-208-4485** para hablar con un representante de manutención infantil.
- Visite el centro de atención al cliente de la OCSS en Lower Manhattan
151 West Broadway, 4th Floor (entre Worth y Thomas St), New York, NY 10013
Horario laboral: de lunes a viernes, de 8:00 a. m. a 7:00 p. m. (menos días festivos)

2. Cuando se comunique con servicios al cliente, pregunte sobre estos servicios:

Programa de límite de atrasos (Arrears Cap Program)

Puede establecer un límite de \$500 en la manutención infantil que debe al gobierno durante los periodos en los que su ingreso esté por abajo del nivel de pobreza.

Programa de crédito por atrasos (Arrears Credit Program)

Puede reducir la manutención infantil que debe al gobierno en \$5,000 por año hasta 3 años cuando paga de forma habitual cada mes.

Revisión general del caso

Haga que analicen su caso para ver si es elegible para alguno de los servicios de apoyo.

Únase a nuestro programa de empleo

Este puede ser el tipo de capacitación y preparación necesaria para encontrar un buen trabajo.

Revisión de dificultades económicas

Puede reducir o eliminar el dinero adicional (además de su orden de manutención infantil) embargado de su sueldo para pagar la deuda de manutención infantil.

Levantar una suspensión de licencia del departamento de vehículos (DMV)

Quita la suspensión impuesta a su licencia de conducir por manutención infantil no pagada.

Solicitar una orden de manutención infantil menor

El personal puede guiarlo en el proceso de petición al tribunal de reducción de su orden de manutención infantil para que coincida con sus ingresos, y ayudarlo a presentar una petición.

Acuerdos para modificar la orden de manutención infantil

Reduzca su orden de manutención infantil llegando a un acuerdo y reduciendo su tiempo en el tribunal.

3. Le recomendamos que tenga a mano esta información:

Comprobante de ingresos pasados o actuales

Sus documentos pueden incluir recibos de pago, declaraciones de impuestos o pruebas de que recibió Asistencia en Efectivo, SSI, Medicaid o SNAP.

Comprobante de las fechas de encarcelamiento

Los ejemplos de comprobantes pueden incluir cartas de una prisión, o del Departamento correccional (Department of Corrections) o de la División de libertad condicional (Division of Parole).

Declaración jurada de revelación financiera completa

Haga clic en bit.ly/childsupportFDA para descargar y certificar ante un notario. **IMPORTANTE:** No la firme hasta que esté en el notario.

Servicio notarial

El personal de la oficina de servicios al cliente puede legalizar documentos ante un notario público. Muchos bancos y bufetes de abogados también pueden legalizar documentos.

4. También puede hacer estas cosas desde su domicilio:

Obtenga una identificación de Nueva York (NYCID)

Sugerimos que todos los neoyorquinos pidan su identificación de Nueva York (IDNYC). Llame al 311 o haga clic en nyc.gov/idnyc para obtener más información sobre cómo inscribirse.

Obtenga información actualizada sobre manutención infantil

Llame al 888-208-4485 para pedir un número de identificación individual (PIN) para que pueda obtener información actualizada sobre la manutención infantil en línea o por teléfono.

Reciba ofertas de trabajo por mensaje de texto

Envíe la palabra JOBS al 877877 para unirse al popular programa TXT-2-Work de la HRA y obtenga información inmediatamente cuando haya nuevos trabajos.

Busque servicios de mediación gratis o de bajo costo

Para obtener una lista de las organizaciones locales que asisten en problemas como visitas, haga clic en bit.ly/MediationReferrals.

Mire nuestros videos cortos de "Cómo hacer"

Vea la creciente lista de videos en nuestra lista de reproducción de YouTube en bit.ly/OCSSYouTube. Algunos videos también están en español.

Obtenga información legal

Póngase en contacto con Información legal para familias hoy (Legal Information for Families Today, LIFT) en www.liftonline.org o al 212-343-1122 (excepto de 1:00 p. m. a 2:00 p. m.)

Solicite el crédito tributario por ingresos del trabajo

Obtenga más información en tax.ny.gov/pit/credits/nceic.htm.

¿Tiene alguna condición médica o de salud mental o discapacidad? ¿Esta condición le dificulta entender este aviso o hacer lo que se pide en él? ¿Esta condición le dificulta obtener otros servicios en la HRA? Podemos ayudarlo. Llámenos al **212-331-4640**. También puede ayuda cuando visite una oficina de HRA. Por ley, usted tiene derecho a pedir este tipo de ayuda.

ATTACHMENT D

**ACKNOWLEDGMENT OF CONFIDENTIALITY
OF CHILD SUPPORT INFORMATION**

I, _____, hereby acknowledge that:

1. I understand and acknowledge that child support information on any system maintained by New York State may not be accessed for any purpose other than those permitted by law, including:

- Actions necessary to establish paternity, establish, modify or enforce orders of child support or combined orders of child and spousal support.

2. I will access child support information as permitted by law, solely for the purpose of assisting non-custodial parents and custodial parents in establishing, modifying or enforcing orders of child support or combined orders of child and spousal support. For purposes of the Snapshot, this means reviewing basic case information with noncustodial parents so that they are aware of the amount of their child support obligation and child support case status; informing noncustodial parents of the importance of attending their child support hearing and bringing to Court information on their financial status; informing noncustodial parents of the importance of returning to court to have their order reviewed when there is a change in circumstances; or informing noncustodial parents of the importance of complying with their child support order and the risk of noncompliance or how to comply with their order.

3. I will not access any cases, accounts, files or screens except those necessary to perform my duties.

4. I understand that all child support information I have access to, whether in paper, electronic, or other format is confidential and may not be used or disclosed for any other purpose, or be released to any party except to agencies of the State of New York as necessary to meet the requirements of the Agreement/Memorandum of Understanding between the New York City Human Resources Administration (HRA) and the organization that has granted me access to this system, without prior written consent of the NYS OTDA Division of Child Support Enforcement or the Commissioner of the NYC Department of Social Services, or the designee of either, except as required by law to be disclosed.

5. I understand that any access, use, or disclosure for any unauthorized purpose without prior written consent as set forth in Paragraph 4 shall constitute a breach of confidentiality and may result in actions including criminal charges and/or civil liability.

NOTICE: Pursuant to Social Services Law 111-v, any person who willfully discloses or permits disclosure or release of confidential information obtained hereunder shall be guilty of a class A misdemeanor and shall be liable to any person who incurs damages due to said disclosure in a civil action.

DATE: : _____

SIGNED: _____

