TERMS AND CONDITIONS FOR
NEW YORK CITY TAXI AND LIMOUSINE COMMISSION
AUTHORIZATION TO SHARE
ELECTRONIC DATA WITH THE
NEW YORK CITY HUMAN RESOURCES ADMINISTRATION,
INVESTIGATION, REVENUE AND ENFORCEMENT ADMINISTRATION

TERMS AND CONDITIONS FOR TLC AUTHORIZATION (the "Terms and Conditions") effective as of this _11th_ day of _Jan_ , 2012 between the New York City Taxi and Limousine Commission, located at 33 Beaver Street, 22nd Floor, New York, New York 10004 (the "TLC"), and the New York City Human Resources Administration, Office of Investigation, Revenue and Enforcement located at 250 Church Street, New York City, New York 10013 (the "HRA/IREA").

Whereas, the TLC is authorized by the New York City Charter to license and regulate the taxicab, for-hire vehicle and paratransit vehicles and drivers; and taxicab agents, brokers and meter shops;

Whereas, the HRA/IREA has requested access to the information collected by TLC from the paratransit base and vehicle owners, and the data from the Taxicab Technology Systems ("TPEP") data collected from medallion taxicab owners and licensee specific information collected and used in the licensing process in order to identify fraud and abuse in New York City social services programs administered by HRA.

Whereas, HRA as part of its ongoing efforts to detect waste, fraud and abuse, shall use these datasets obtained from TLC to assist in verifying eligibility for public assistance programs such as Medicaid, cash assistance and food stamps. Also, HRA shall use the datasets during its routine audits of paratransit operators reimbursed through Medicaid to verify trips billed and to confirm that the billing company's drivers are licensed;

Whereas, the HRA/IREA is responsible for taking actions to maintain the integrity of the programs administered by HRA, including Medicaid, Cash Assistance and SNAP;

Whereas, the TLC hereby grants permission to HRA/IREA to obtain in an electronic format the information provided to TLC by paratransit base and vehicle owners, and TPEP data collected from Medallion owners and licensee specific information collected and used in the licensing process in accordance with these Terms and Conditions; and

NOW THEREFORE, the TLC and HRA/IREA hereby agree as follows:

Section 1.   Duration of the Authorization.

This Authorization shall commence upon the signature of both parties and shall continue until the MOU is terminated by either party. Either party may terminate this Authorization for any or no reason by giving thirty (30) days written notice to the other party or at any time with the consent of both parties. Should TLC believe that there has been a misuse of the information provided to HRA/IREA, TLC may immediately terminate this authorization by giving written notice.

The provisions regarding Confidentiality as described herein survive the termination of the Authorization.

Section 2.   Records Access.

TLC will forward the data files listed below by category to HRA/IREA on a semi-annual basis. The initial set of data files, to be transmitted within 30 days of the signing of this MOU will be for the time period covering January 1, 2008 to the date of the signing of the MOU for all TLC license related data files. The TPEP and Paratransit data, due to the size of the data files, will be for the period covering 2010 and forward only. After the initial data file transmissions have been completed all files will then be sent to HRA/IREA on a semi-annual basis, the first being within 60 days after the 6 month period.

TLC will provide HRA/IREA with a data file layout for all of the following files within 30 days of the signing of this MOU. All data files will be submitted as text files. Electronic data provided by the TLC will be dropped on a semi-annual basis to a designated server location identified by HRA/IREA. HRA/IREA will provide all necessary user ids and passwords required for the file transfer protocol (ftp) data transmission process to be executed. If the location where the files are to be dropped, or the manner in which the files are to be transmitted needs to be changed by HRA/IREA they will notify TLC prior to any such change being made. TLC will confirm that it can comply with the requested change(s) in process.

The initial data files will include the following data elements for those licenses in the following TLC License Status: "002", "010", "009", "ANL", "RNA", "011", "003". The semi-annual files to follow will include any license that is any one of the aforementioned License Status codes as of the end of the calendar year or the month for which the file is being generated.

A list of all TLC Operator (Driver) Licenses. The data elements to be included in the file are: (a) Licensee Name; (b) Date of Birth; (c) Licensee Address (full address); (d) Type of license; (e) License Number; (f) Initial License Start Date; (g) Current Status of License; (h) Licensee Social Security Number.

A list of all TLC licensed vehicles. The data elements to be included in the file are: (a) Licensee Name; (b) Licensee Address (full address); (c) Names of all known principals where the owner is a partnership or corporation; (d) Owners EIN; and (e) Type of Vehicle License (this is predicated upon current vehicle affiliation. If vehicle is not currently affiliated with a base the license type will be blank; (f) Initial License Start Date and (g) Current Status of License.

A list of all TLC licensed Bases. The data elements to be included in the file are: (a) Licensee Name; (b) Licensee Address (full address); (c) Names of all known principals; (d) Business EIN; and (e) Type of Base license; (f) Initial License Start Date and (g) Current Status of License.

A list of all TLC Business Licenses. This section references all Brokers, Agents and Meter Shops. The data elements to be included in the file are as follows: (a) Licensee Name; (b) Licensee Address (full address); (c) Names of all known principals if the entity is a corporation or partnership; (d) Licensee EIN and (e) Type of business license; (f) Initial License Start Date and (g) Current Status of License.

A list of all Medallion Owners. The data elements to be included in the file are: (a) Licensee Name; (b) Licensee Address (full address); (c) Names of all known principals (if the business entity that owns the medallion is a corporation or partnership); (d) Owner EIN; and (e) Business Entity Type (corporation, partnership or individual owner designator); (f) Initial License Start Date and (g) Current Status of License.

Paratransit Trip Sheet Data. The data to be provided will be a full copy of the electronic trip sheet data provided by the Paratransit Bases to the TLC. The data elements to be included are: (a) TLC Base License Number; (b) Vehicle Plate Number; (c) TLC Driver License Number; (d) Trip Pickup Date; (e) Trip Pickup Time; (f) Trip Dropoff Date; (g) Trip Dropoff Time; (h) Trip Pickup Location; (i) Trip Dropoff Location; (j) Start Longitude; (k) End Longitude; (l) Start Latitude; and (m) End Latitude.

TPEP collected license and fare data. The data elements to be provided will be as follows: (a) TLC Driver License number; (b) Licensee Name; (c) Total Fares by month by category of dollar amounts captured by TPEP. IE: fare, tip, tolls, tax, etc); and (d) the Number of calendar days driven during the month.

TLC's sharing of the Electronic Trip Record Data and the Supplemental File with HRA/IREA is for the purpose of assisting HRA/IREA in identifying fraud and abuse in the New York City social services programs administered by HRA. In order for HRA/IREA to accomplish this purpose, HRA/IREA may share the Electronic Data **with another government or law enforcement entity assisting in an investigation for** the purpose of accomplishing their mission.

HRA/IREA will share the results of their investigations that are based upon access to the Electronic Data provided by the TLC with the TLC only in those cases or instances where the individual is found to have acted in a fraudulent manner that potentially

impacts the moral fitness of the licensee to continue to hold a valid TLC license, within thirty (30) days of the completion of the investigation.

Section 3. Confidentiality.

Subject to the terms of the next two paragraphs, the parties agree to hold confidential all licensee specific information contained in the course of this data exchange. HRA agrees to use at a minimum, the same degree of care to avoid disclosure or dissemination of the TLC confidential information as is used to protect its own confidential materials and TLC agrees to utilize HRA's standard of confidentiality in the event that it receives HRA information. Access to confidential information shall be restricted to those persons to whom disclosure is reasonably necessary for performance under these Terms and Conditions.

The TLC understands that the data provided is for the exclusive use of HRA/IREA, its contractors and any additional use in compliance to comply with NYS Social Services Law or the NYS Penal Code in the administration of NYC's social services program. HRA/IREA agrees that it will not release any licensee-specific information to any parties outside of this agreement with the exception of other government or law enforcement agencies assisting in an HRA/IREA investigation, as described above, and except as required by virtue of court order, subpoena, or other validly issued administrative or judicial notice or order or as a matter of applicable law, rule or regulation.

HRA/IREA agrees (a) that it will comply with the terms hereof and the confidentiality requirements of the Federal Driver's Privacy Protection Act ("DPPA"), 18 U.S.C. Sec. 2721 et seq., and (b) that it will not disclose such information to any other governmental agency which does not agree to protect the confidentiality of such information in accordance with the requirements of all applicable law. DPPA permits government agencies, and private persons or entities acting on behalf of a government agency, to have access to personal information from DMV records for use in carrying out agency functions. HRA/IREA must take steps to ensure that its employees, agents, or other governmental agencies that have access to the data being provided by the TLC and/or will be involved in identifying fraud and abuse of the Medicaid system through the use of said data are aware of DPPA's requirements and that information provided by TLC in its Supplemental File is used in strict accordance with DPPA's requirements. HRA/IREA is to promptly notify TLC if any information forwarded to HRA/IREA is used in violation of DPPA by HRA/IREA or a person or agency who received the files from HRA/IREA.

Each party shall promptly notify the other party of any unauthorized release of the party's confidential data which said party may become aware including, but not limited to HRA individual, recipient and case information.

Section 5. Warranties and Indemnity.

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TLC makes no warranty nor does it act as a guarantor as to the accuracy, completeness or validity of the Paratransit or TPEP Electronic Data. The data being provided from TLC's mainframe system is the most current data provided to the TLC by the licensee as it pertains to their current information.
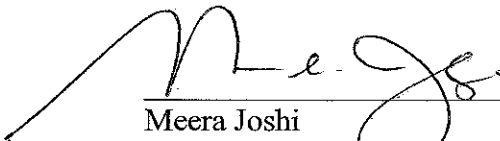
Notwithstanding anything to the contrary in this agreement, and in accordance with the provisions of the New York state Court of Claims Act and decisions thereunder, HRA/IREA, to the fullest extent authorized thereby, shall be responsible for any liability, claim, loss, damage, suit or judgment (and any and all costs and expenses, including, but not limited to, reasonable counsel fees and disbursements if assessed by a court of competent jurisdiction) arising directly from the acts of the HRA/IREA, its officers or employees acting within the scope of their employment. Such responsibility shall not extend to any liability, claim, loss, damage suit or judgment arising out of the acts or omissions by, or on behalf of, TLC.

The HRA/IREA's obligation with respect to claims for any such damage or injury is limited only to the availability of lawful appropriations therefore as provided under section 41 of the State Finance Law, and subject to a determination of liability pursuant to the provisions of the New York State Court of Claims.

Section 6. Entire Agreement.

This Agreement sets forth the entire agreement between the parties superseding all prior agreements and understandings, written or oral, and may be modified only through the mutual, written consent of both parties.
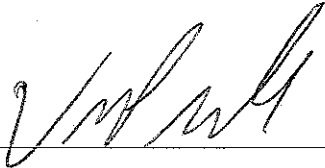

In accordance with the above terms and conditions, the parties hereby execute this Authorization.

_____   1/3/2012
Meera Joshi   Date
Deputy Commissioner for Legal Affairs/General Counsel
NYC Taxi and Limousine Commission

_____   1/11/12
Agency Chief Contracting Officer   Date
New York City Human Resources Administration

STATE OF NEW YORK)
                   : ss:

COUNTY OF NEW YORK)

On this __11th__ day of ___January___ 20 _12_, before me
personally came _Vincent Pullo_ , to me known and known to
me be __ACCO__ of the HUMAN RESOURCES
ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK,
the person described in and who executed the foregoing instrument, and he acknowledged to me
that he executed the same for the purpose therein mentioned.

_____
NOTARY PUBLIC

STATE OF _NY_)
               :ss:
COUNTY OF _NY_)

On this __3rd__ day of _January_ 20 _12_, before me
personally came _Meera Joshi_ , to me
known to be _General Counsel_ of the
NEW YORK CITY TAXI AND LIMOUSINE COMMISION, the person described in and who
executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same for
the purpose therein mentioned.

_____
NOTARY PUBLIC