

HOUSING INSPECTION DATA

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

**CITY OF NEW YORK DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT
AND
NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

MEMORANDUM OF UNDERSTANDING ("MOU") effective as of **May 31, 2011** by and between the City of New York Department of Housing Preservation and Development ("HPD"), having its principal office at 100 Gold Street, New York, New York, 10038 and the City of New York Department of Health and Mental Hygiene ("DOHMH"), having its principal office at Gotham Center, 42-09 28th Street, Long Island City, New York 11101.

WHEREAS, the HPD is authorized by applicable law to respond to complaints from tenants related to buildings systems problems (roof leak, lack of heat and hot water) as well as to complaints of poor housing maintenance and unsafe housing conditions such as lack of or improperly installed window guards, absence of carbon monoxide and smoke detectors, and the presence of lead hazards, vermin, and mold and issue appropriate violations to the building owner if upon inspection HPD confirms such hazard; and

WHEREAS, the HPD also accepts referrals from DOHMH when potential hazards for lead, mold, window guards, and vermin have been identified; and

WHEREAS, the HPD inspects and in some cases remediates hazards through the HPD Emergency Repair Program and collects data on the results of such inspections and remediation and houses this information in an HPD database; and

WHEREAS, the DOHMH is authorized by applicable law to help safeguard the health of the people of the City of New York and to prevent exposure to environmental hazards, including preventing children from being exposed to environmental hazards in the home such as lead, mold, pests, lack of window guards, smoke detectors, and carbon monoxide detectors; and

WHEREAS, the DOHMH needs to routinely ascertain the status of DOHMH referrals to HPD and ascertain the owner on record and contact information for tenants that reside in buildings that DOHMH is investigating and identify any open HPD violations in addresses that are subject to environmental investigation by DOHMH; and

WHEREAS, HPD desires to assist DOHMH in its efforts to target its intervention efforts to communities at greatest risk, to evaluate the impact of those interventions and to ascertain the results of referrals to HPD by developing and / or expanding upon HPD's existing web services for use by DOHMH; and

WHEREAS, this MOU is not a legally binding instrument and is only intended to set forth the understandings of the parties without creating any legally enforceable rights or obligations;

NOW, THEREFORE, HPD and DOHMH set forth their mutual understanding as follows:

1. Term.
 - a. The initial term of this MOU will be from **May 31, 2011** through **June 30, 2011** and shall cover HPD's development of the new DOHMH related web services.
 - b. To further the purpose of this MOU, DOHMH's access to the web service developed by HPD and its data shall be ongoing and shall survive the expiration of this MOU.

2. Services by HPD.
 - a. HPD agrees to develop or expand upon existing web services to be used by DOHMH. These services will provide real time information from HPD's HPDInfo system to help DOHMH (a) ascertain the results of a referral to HPD; (b) identify any open HPD violations in addresses that are subject to environmental investigation by DOHMH; (c) ascertain the owner on record and contact information for tenants that reside in buildings that DOHMH is investigating; and (d) target DOHMH interventions using housing violations data.
 - b. HPD shall perform the services in the manner set forth in the Scope of Services in Attachment A, attached hereto and made a part hereof.

3. DOHMH shall comply with the following:
 - a. DOHMH shall provide a list of HPDInfo fields to be included in each respective web service developed by HPD.
 - b. HPD will identify one or more staff to work with DOHMH to review and finalize the list of fields to eliminate redundant information and ensure that the fields requested are appropriate for DOHMH's needs.
 - c. HPD will need to obtain clearance from their Chief Security Officer prior to deployment of these services and DOHMH shall comply with all stipulations set forth by HPD's Chief Security Officer.
 - d. DOHMH will not release or publish data obtained via these services without the consent and approval of HPD.

4. Reimbursement / Schedule of Payment. DOHMH shall reimburse HPD through intra-City payment transfers arranged through the Comptroller of the City of New

York (the "Comptroller") for services provided in accordance with this MOU, the sum amount of twenty nine thousand, nine hundred and ninety dollars (\$29,990.00) for the term of this MOU; in accord with the budget contained in Attachment B, which is attached hereto and hereby made a part of this MOU.

5. Comptroller. Upon execution of the MOU, DOHMH budget staff shall coordinate with HPD budget staff to make the Lead Funds available to HPD in a manner agreed upon by both agencies. HPD and DOHMH will cause their appropriate representative to confer with the Office of the Controller and shall prepare and/or execute all documents required by OMB that are necessary to effectuate HPDs utilization of the Lead Funds.
6. Reports. HPD will submit to DOHMH within thirty (30) days of the expiration of this MOU, a report of the services provided for the deliverables as described in Attachment A, an analysis of the services performed and an intra-city invoice for the services provided pursuant thereto.
7. Invoices. DOHMH shall reimburse HPD within thirty (30) days after receipt of a HPD invoice, in a form acceptable to DOHMH for actual services performed. Such invoice shall contain a certification signed by the HPD Chief Financial Officer, or his/her designee, stating that the expenditures are true and accurate and were incurred in performance of the Scope of Services set forth in Attachment A.
8. Modification and Amendment. To further clarify the purposes of or services to be provided by HPD pursuant to this MOU, DOHMH and HPD may, in writing, modify any of its terms and conditions.
9. Cooperation. HPD shall within ten (10) days of receipt of any written request from DOHMH, provide to DOHMH an accounting of the distribution of Lead Funds by HPD, as of the date of any such request.
10. No benefits intended to non-parties. This MOU is not intended to create or convey a right or benefit to any person not a party hereto.
11. Notices. All notices and requests hereunder by either party will be in writing and directed to the address of the parties as follows:

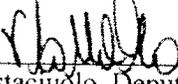
To DOHMH:
New York City Department of Health and Mental Hygiene
Lead Poisoning and Prevention Program
253 Broadway-11th floor-CN58
Attention: Deborah Nagin, Director
Facsimile: (212) 676-6122

To HPD:
New York City Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attention: Bob Pesner, Chief Applications Architect
Facsimile: 212 863-5451

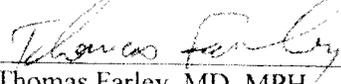
12. Termination. This MOU may be terminated upon thirty (30) days written notice by either party. Such notice will specify the date of such termination. HPD will furnish to DOHMH within thirty (30) days after the effective date of such termination a final invoice stating the costs incurred or encumbered by HPD in connection with the provision of housing education services prior to the effective date of such termination, if any, and DOHMH will transfer to HPD within thirty (30) days of receipt of such invoice such funds as may be necessary to cover such incurred or encumbered costs.

IN WITNESS WHEREOF, the parties hereto have executed this MOU

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By:  Dated: 7/19/11
Vito Mustaciuolo, Deputy Commissioner
Department of Housing Preservation & Development

DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By:  Dated: 7/20/11
Thomas Farley, MD, MPH,
Commissioner
Department of Health & Mental Hygiene

ATTACHEMENTS:

Attachment A: Scope of Services

Attachment B: Budget.

ATTACHMENT A - SCOPE OF SERVICES
DOHMH – HPD MOU
HOUSING INSPECTION DATA
Term: May 31, 2011 – June 30, 2011

Introduction

This understanding between the New York City Department of Housing Preservation and Development (“HPD”) and the New York City Department of Health and Mental Hygiene (“DOHMH”) is intended to further reduce exposure of young children to lead-based paint hazards and other environmental hazards found in the home. HPD will develop or expand upon existing web services to be used by DOHMH in order to provide real time information from HPDInfo to help DOHMH (a) ascertain the results of a referral to HPD; (b) identify any open HPD violations in addresses that are subject to environmental investigation by DOHMH; (c) ascertain the owner on record and contact information for tenants that reside in buildings that DOHMH is investigating; and (d) target DOHMH interventions using housing violations data.

Deliverables

1. A web service to supply historic complaint information for any address and apartment number supplied to the web service by DOHMH.
 - a. All complaint types (resolved/unresolved) shall be included
 - b. This web service will return up to two years worth of data based on the date the address was supplied to the service
2. A web service to supply historic violation information for a DOHMH-submitted address and apartment number
 - a. All violation data will be returned for a given address;
 - b. This web service will return up to two years worth of data based on the date the address was supplied to the service
 - c. HPD will work with DOHMH to identify violation codes that are of interest to DOHMH
3. A web service to supply a list of violation codes used in HPDInfo
4. A web service to supply current contact information for complaint/violation/building HPD will utilize an existing service that provides building contact information, and will modify it to meet the following criteria:
 - a. HPD will filter out 24 hour emergency contact information from the provided building contact lists
 - b. At the request of DOHMH, HPD will also exclude stockholder information
 - c. HPD will flag the building contact(s) that they have on record the person to whom violations and notices should be served
5. A web service to supply a list of associated apartments within HPDInfo for a DOHMH-supplied address
 - a. Building level violations will be assigned an apartment # of “BLDG” or some other pseudo apartment number that HPD deems suitable

6. HPD also agrees to work with DOHMH to create a new DOHMH web service providing pest and window guard data to include mold, carbon monoxide detectors, smoke detectors, and lead. This information will be used to target DOHMH lead and healthy homes intervention efforts.

Timeline

Creation of New Web Services

The following is a timeline and estimated duration for the tasks involved in developing, testing, and deploying the new web services:

1. Design of agreed upon web services: 7 business days (5/31/2011 – 6/8/2011)
2. System provisioning: 3 business days (6/20/2011-6/22/2011)
3. Web service implementation: 19 business days (6/6/2011-6/30/2011)
4. Testing and deployment: 5 business days (6/24/2011-6/30/2011)
5. Security clearance obtained prior to 6/30/2011

Creation of New DOHMH Web Services

The following is a time table and estimated duration for the tasks for deploying the new DOHMH web services:

1. Design: 5 business days (-May 30, 2011 -6/3/2011)
2. System provisioning and web service implementation: handled by DOHMH
3. Data generation implementation: 5 business days (6/6/2011-6/10/2011)
4. Testing: 5 business days (6/13/2011-6/17/2011)
5. Deployment: handled by DOHMH and HPD by 6/30/2011

**ATTACHMENT B - BUDGET FY11
DOHMH -- HPD MOU
HOUSING INSPECTION DATA
Term: May 31, 2011 – June 30, 2011**

1. Design of agreed upon web services: 7 business days (5/31/2011 – 6/8/2011)	7 days x \$735 per day	\$5,145
2. System provisioning: 3 business days (6/20/2011 – 6/22/2011)	3 days x \$735 per day	\$2,205
3. Web service implementation: 19 business days (6/6/2011 – 6/30/2011)	19 days x \$735 per day	\$13,965
4. Testing and deployment: 5 business days (6/24/2011-6/30/2011)	5 days x \$735 per day	\$3,675
5. Security Clearance obtained (no later than 6/30/2011)	Simultaneous to other deliverables	\$0
6. Creation of new DOHMH related web services to include mold, carbon monoxide detectors, smoke detectors, and lead (deployed by 6/30/2011)	Flat Fee	\$5,000
Total Costs for FY 11		\$29,990

**ATTACHMENT B - BUDGET FY11
DOHMH -- HPD MOU
HOUSING INSPECTION DATA
Term: May 31, 2011 – June 30, 2011**

1. Design of agreed upon web services: 7 business days (5/31/2011 – 6/8/2011)	7 days x \$735 per day	\$5,145
2. System provisioning: 3 business days (6/20/2011 – 6/22/2011)	3 days x \$735 per day	\$2,205
3. Web service implementation: 19 business days (6/6/2011 – 6/30/2011)	19 days x \$735 per day	\$13,965
4. Testing and deployment: 5 business days (6/24/2011-6/30/2011)	5 days x \$735 per day	\$3,675
5. Security Clearance obtained (no later than 6/30/2011)	Simultaneous to other deliverables	\$0
6. Creation of new DOHMH related web services to include mold, carbon monoxide detectors, smoke detectors, and lead (deployed by 6/30/2011)	Flat Fee	\$5,000
Total Costs for FY 11		\$29,990