



**Department of
Social Services**

Human Resources
Administration

Department of
Homeless Services

Office of Contracts

June 28, 2019

Steven Banks
Commissioner

Vito Mustaciuolo, General Manager
New York City Housing Authority

Martha A. Calhoun
General Counsel

250 Broadway
New York, NY 10007

Vincent Pullo
Agency Chief
Contracting Officer

150 Greenwich Street
New York, NY 10007

929 221 6347

Dear Mr. Mustaciuolo:

This Letter of Understanding ("Agreement") embodies our understanding and agreement regarding your receipt and use of limited client shelter information maintained by the New York City Department of Homeless Services ("DHS"). This Agreement is signed as between DHS and the New York City Housing Authority ("Recipient") (each, a "Party" and together, the "Parties"). Recipient is a public benefit corporation who requires certain DHS client information to conduct a data match related to Recipient's waitlist for vacancies where DHS client families will potentially be prioritized for selection pending further discussion and written agreement by and between the Parties.

In order to facilitate DHS client families potentially obtaining permanent housing with the Recipient, DHS will share the following information (the "Data") with Recipient via Secure File Transfer Protocol ("SFTP") on a one-time basis for all DHS clients residing in shelter:

- DHS Case Number
- ORIGIN_DT
- CARES_ID
- Last Name
- First Name
- Date of Birth
- Social Security Number
- Gender
- Relationship Type
- Facility Code

- Facility Name

Recipient will return a matched list of DHS clients who are currently on Recipient's waitlist.

In accordance with New York State Social Services Law §136 and implementing regulations at 18 NYCRR §357.2, confidential public assistance information may be disclosed, absent individual consent, when the purpose for the disclosure is directly connected to the administration of public assistance. Federal regulations define "administration of public assistance" to include establishing eligibility, determining the amount of assistance, providing services for applicants and recipients, and any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of the public assistance program. 45 CFR 205.50(a)(1)(i)(A) and (B). It is reasonable to conclude that disclosing limited public assistance information pertaining to DHS shelter clients to non-profit corporations and other governmental entities for the purpose of assisting DHS clients in obtaining permanent housing is a service that is directly connected to the administration of public assistance. Each Party agrees to comply with federal and state law and regulations applicable to Data it receives from the other Party, as applicable to a Party, during the term of this Agreement.

Recipient agrees to treat all Data provided by DHS as confidential information, and the Parties shall only use such Data as necessary to facilitate the file-matching process and identify eligible DHS families. The Parties shall not use the Data exchanged pursuant to this Agreement for any purposes not specified in this Agreement.

Upon receiving the Data, Recipient shall:

- (i) maintain the confidential character of the Data and take all appropriate administrative, physical and technical measures to safeguard the data and to ensure that the data is protected from unauthorized disclosures;
- (ii) restrict access to the Data to only those employees required to perform the functions specified herein and shall not disclose the Data to outside persons or entities unless such disclosure has been

approved by DHS in writing, is authorized by this Agreement, or the disclosure is required by law;

- (iii) use the Data provided only for the purposes stated herein; and
- (iv) immediately report to DHS, in writing, as soon as Recipient becomes aware of any unauthorized use or disclosure of the Data or breach of unsecured Data and take all reasonable steps to remediate the cause or causes of such breach and mitigate the damages related thereto and shall provide notice of such steps to DHS.

Recipient agrees to provide the results of its match, to DHS via SFTP upon completion of the match and notification process. All Data provided by DHS to the Recipient will be encrypted at rest before and after a match, and will be deleted by Recipient within six (6) months following use of such Data in the match. In the event of a breach, the Recipient shall pay the costs of notifications due to such breach and the costs of any additional commercially remedial measures as determined reasonably necessary by DHS after consultation with the Recipient. Recipient agrees to immediately report any unauthorized use or disclosure of the Data not permitted by this Agreement after discovery of an incident of unauthorized use and/or disclosure.

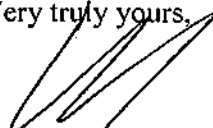
The Recipient agrees to defend, indemnify, and hold harmless the City including its officials and employees, and its contractors; against any and all claims, damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees arising out of failure to comply to the terms of this Agreement or out of any negligent or intentional tortious act of Recipient or its agents and employees.

In the event a Party receives a request for disclosure of the other Party's Data by subpoena or other validly issued administrative or judicial process, or pursuant to applicable law, the Party in receipt of such request shall, to the extent permitted by law, provide prompt notice to other Party of such receipt prior to disclosure or action. The Party in receipt of such request shall thereafter be entitled to comply with such subpoena or other process or applicable law to the extent permitted or required by law by disclosing the minimal amount of information required to comply.

The above safeguards and conditions will assure the confidentiality of the information. This Agreement shall be effective upon the date of Recipient's signature below and shall terminate upon thirty (30) days written notice by either Party. Upon termination of this Agreement for any reason, the confidentiality provisions above shall survive and continue to apply.

Please review the above, sign below, and return this Agreement to me.

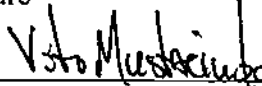
Very truly yours,



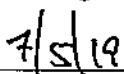
Vincent Pullo, Agency Chief Contracting Officer

Recipient: 

Signature _____

 MCHA

Print Name, Organization



Date

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

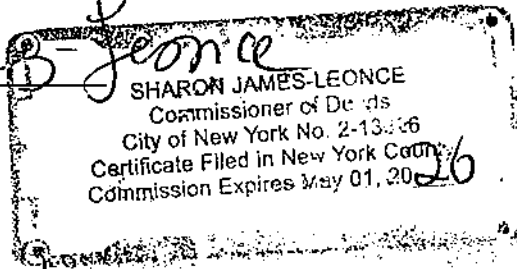
:ss:

COUNTY OF NEW YORK)

On this 18th day of July 2019, before me personally came
Vincent Pulo, to me known to me to be the
Aces of THE NEW YORK CITY

DEPARTMENT OF HOMELESS SERVICES, the person described in and who is
duly authorized to execute the foregoing instrument, and acknowledged to me that
she/he executed the same for the purposes therein mentioned.

Sharon James-Leonce
NOTARY PUBLIC



STATE OF NEW YORK

:ss:

COUNTY OF NEW YORK)

On this 5th day of JULY 2019, before me personally came
VITO MUSTACIVOLO, to me known to me to be the
GENERAL MANAGER of NEW YORK CITY HOUSING AUTHORITY,

the person described in and who is duly authorized to execute the foregoing
instrument, and acknowledged to me that she/he executed the same for the
purposes therein mentioned.

Evelyn Sanchez
NOTARY PUBLIC

EVELYN SANCHEZ
COMMISSIONER OF DEEDS
CITY OF NEW YORK
NO. 3-3743
COMMISSION EXPIRES 12.01.19