

**CITYFHEPS PILOT PROGRAM
MEMORANDUM OF UNDERSTANDING
-between-**

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
-and-**

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

-and-

**THE CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES**

This **MEMORANDUM OF UNDERSTANDING** (the “MOU” or the “Agreement”), effective as of July 1, 2021, is made and entered into by the following: the New York City Department of Social Services/Human Resources Administration (“HRA”), located at 150 Greenwich Street, New York, NY 10007; The New York City Department of Homeless Services (“DHS”) located at 33 Beaver Street, New York, NY 10004; and the New York City Department of Youth and Community Development (“DYCD”), located at 2 Lafayette Street, 21st Floor, New York, New York 10007 (each a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, CityFHEPS is a rental assistance supplement program, administered by HRA that helps individuals and families find and keep housing; and

WHEREAS, DYCD funds community-based organizations (“RHY Providers”) to operate a system of services for youth between the ages of sixteen (16) and twenty-four (24) who are homeless or runaway (“RHY Participants”); and

WHEREAS, HRA has determined that, pursuant to Chapter 10 of Title 68 of the Rules of the City of New York (“RCNY”), RHY Participants may qualify for eligibility for CityFHEPS; and

WHEREAS, DHS aims to prevent homelessness when possible, address street homelessness, provide safe temporary shelter, and connect New Yorkers experiencing homelessness to suitable housing; and

WHEREAS, the Parties have agreed to collaborate on implementation of a pilot program to enroll fifty (50) RHY Participants in the CityFHEPS program in order to determine the viability of providing a CityFHEPS voucher program for RHY Participants on a permanent basis; and

NOW, THEREFORE, the Parties agree as follows:

Article 1. TERM

The term of this Agreement is the period of July 1, 2021, through June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement (“Term”). HRA and DYCD shall have the option to renew this Agreement for one (1) year terms upon written agreement by both Parties.

Article 2. TERMINATION

- A. The Agreement may be terminated by any Party upon thirty (30) days’ written notice to the other Party.
- B. In the event that this Agreement is terminated, the provisions of Article 11, Confidentiality, shall remain in effect in perpetuity.

Article 3. PURPOSE

The purpose of this Agreement is to provide a framework for administering and evaluating the outcomes of the CityFHEPS program to a pilot cohort of fifty (50) RHY Participants. This Agreement establishes responsibilities for each Party and the conditions under which confidential data, as defined herein, will be shared between the Parties.

Article 4. SCOPE OF SERVICES – DYCD

- A. During the Term, DYCD shall, either directly or indirectly through funded contractors, provide the following services for the CityFHEPS pilot:
 - 1. Recruitment. RHY Providers will identify and recruit potentially eligible RHY Participants to receive shopping letters, as defined in Section A(3)(a) below. Youth and young adults aged eighteen (18) through twenty-four (24) who are currently accessing services at DYCD funded RHY programs will be recruited for the Pilot (“Pilot Participants”). Priority will be given to the following populations who have been identified as at high-risk for entering City of New York Department of Homeless Services (“DHS”) shelter and deemed housing ready:
 - a. Participants who are parenting;
 - b. Participants who identify as LGBTQIA+ (i.e., lesbian, gay, bisexual, transgender, queer and/or questioning, intersex, and/or asexual);
 - c. Participants with a self-disclosed prior stay with DHS;
 - d. Participants who do not qualify for supportive housing; and
 - e. Young people who are reaching their age limitations in the RHY programs and who, due to lack of housing options, are being considered for referral to DHS through the streamlined referral process.
 - 2. Screening.
 - a. RHY Providers will pre-screen Pilot Participants to establish potential eligibility criteria, including:

- i. Pilot Participant's total income must be below 200% of the Federal Poverty Level; and
 - ii. Pilot Participant's immigration status makes them eligible for public benefits.
 - b. RHY Providers will ensure that Pilot Participants understand that the CityFHEPS program does not cover the full amount of the rent, and that they will be responsible for paying the difference from employment or cash assistance income.
3. Shopping Letters.
 - a. A shopping letter indicates that the client is potentially eligible for the CityFHEPS program and informs the potential landlord and broker of the maximum rent level available to the client and other CityFHEPS incentives
 - b. RHY Providers will obtain consent to share data from Pilot Participants. The consent form will indicate that the Pilot Participant agrees to have their Provider share information with DYCD in order to provide a shopping letter and to have data about their future housing situation shared between DYCD, HRA and DHS for the purpose of evaluating the outcomes of the Pilot. The consent is attached hereto as Exhibit A.
 - c. RHY Providers will submit a screening form to DYCD for review and approval. Once approved, DYCD will send a shopping letter and household share letter to the Pilot Participant's RHY Provider for Participants to present to potential landlords in their apartment searches.
4. Apartment/Room Search.
 - a. RHY Providers will work with Pilot Participants to identify potentially suitable housing options, which may include identifying family members or friends who may be eligible to share an apartment, with each receiving separate rental assistance not necessarily issued pursuant to this Agreement.
 - b. Providers and Pilot Participants will work together to identify suitable apartments or rooms within the rent levels approved/allowed by CityFHEPS.
5. Lease Signing.
 - a. When a Pilot Participant has identified a room rental or apartment lease, DYCD will request a clearance check to be performed by DHS. RHY Providers will obtain consent to share each Pilot Participant's application packet with HRA for purposes of administering the CityFHEPS program.
 - b. If the unit passes clearance, the following will happen:
 - i. If the unit is an apartment, DYCD Providers will conduct a walk-through for the unit using the HRA Apartment Review Checklist form.
 - ii. If the unit is a room or commercial SRO, DHS will conduct the walk through.
 - c. If the unit passes the walk-through, the DYCD Provider will collect the rest of the required housing packet and ensure the Participant either (a) has an open public assistance case or (b) a single issuance case.
 - d. The DYCD Provider will submit the completed housing packet to DYCD.
 - e. DYCD will submit the completed housing packet to HRA for approval.

- f. If the housing packet is approved, the DYCD Provider may pick up the payment check from HRA, if HRA does not mail the check directly to the landlord.
 - g. Upon payment to the landlord by HRA, the DYCD Provider will complete the final key exchange.
6. Aftercare.
- a. The RHY Providers will provide case management and follow-up services to Pilot Participants who successfully obtain a CityFHEPS unit for up to six (6) months.
 - b. RHY Providers will work with DYCD in order to troubleshoot issues that arise in order to help prevent eviction for the Pilot Participants.
- B. DYCD shall not be responsible for: making clearance determinations for the units, conducting walk-throughs of rooms or commercial SROs, final reviews of the housing packet, making payments to landlords, or providing Homebase services during aftercare.

Article 5. SCOPE OF SERVICES – HRA

- A. During the Term, HRA shall, either directly or indirectly through funded contractors, provide the following services for the CityFHEPS pilot:
- 1. Eligibility Determination. In the event that HRA modifies its eligibility criteria for the CityFHEPS Pilot, HRA will provide thirty (30) days advance written notice to DYCD. Notwithstanding the foregoing, any such modification will not alter the scope of this Pilot agreement nor the purpose of the collaboration and shall be for internal use in determining potentially eligible RHY Participants.
 - 2. Shopping Letters. HRA acknowledges that DYCD will issue a total of fifty (50) shopping letters with the goal of securing leases/room rentals for fifty (50) Pilot Participants.
 - 3. Lease Signing.
 - a. When an RHY Participant has identified a room rental or apartment lease, DYCD will submit the unit to DHS for a clearance check. DHS will return the clearance results to DYCD.
 - b. If the unit passes clearance and is a room rental or commercial SRO, DHS will conduct a walk-through of the unit.
 - c. After receiving a completed housing packet from DYCD, HRA will review and approve the housing packets. Upon approval of the housing packet and confirmation that the RHY Participant has an active or single-issue public assistance case, HRA may issue a check directly to the landlord or provide the check to the RHY Provider to deliver to the landlord.
 - d. HRA will pay for a security deposit voucher, furniture allowance, a broker's fee, and any additional incentives that are available for CityFHEPS.
 - 4. Aftercare.
 - a. HRA will make resources such as Homebase available to Pilot Participants.

- b. HRA will also process landlord applications to the Special Supplemental Assistance fund, which provides up to \$3,000 for repairs of documented participant damages or unpaid rent after Participants have left the unit.
- 5. Training.
 - a. DHS will train DYCD Providers on the process for conducting a walkthrough of potential apartments and rights and responsibilities of landlords and Pilot Participants in the CityFHEPS program, which will include providing supplemental information and informational brochures about the program.
 - b. HRA will train DYCD on the process for submitting application packets for review.

B. HRA shall not be responsible for: recruitment of Participants, setting eligibility criteria or selecting RHY for the Pilot, searching for rental units, conducting walk-throughs of apartments, or providing aftercare case management for Pilot Participants.

Article 6. DATA SHARING

- A. Should DYCD submit a progress report to City Council, DYCD will prepare such report and submit to HRA for review prior to submission to City Council.
- B. DYCD and DSS/HRA/DHS plan to conduct process and outcome evaluation(s) of the Pilot. DYCD will obtain consent from Pilot Participants, as stated in Exhibit A, for DYCD and DSS/HRA/DHS to share and match the data elements listed in Exhibit B, attached hereto. On a quarterly basis, DYCD will upload a spreadsheet to a secure folder with limited, password protected access, which HRA will use to provide matching data as outlined in Exhibit A.

Article 7. TERMS OF PAYMENT

Neither Party shall pay any money to the other in relation to the MOU.

Article 8. NOTICES AND COMMUNICATION

All notices and communication to the Parties under this Agreement shall be delivered via email, telephone, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery services that provides a receipt to the sender, and sent to the Parties at the following addresses:

For HRA:

Attn: Sara Zuiderveen
NYC Department of Social Services/Human Resources Administration
150 Greenwich Street, 31st Floor
New York, NY 10007
Zuiderveens@hra.nyc.gov

For DHS:

Attn: Sheila Corbin
NYC Department of Homeless Services
33 Beaver Street, 14th Floor
New York, NY 10004
SCORBIN@dhs.nyc.gov

For DYCD:

Attn: Caroline Press
General Counsel
NYC Department of Youth and Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007
CPress@dycd.nyc.gov

Article 9. RETENTION OF RECORDS

The Parties and their contractors shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any city, state, and federal auditors and any other persons duly authorized by either Party shall, with reasonable notice to the other Party have full access to and the right to examine any of said materials during said period.

Article 10. COMPLIANCE WITH LAW

- A. 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 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, 45 CFR 85.
- B. By entering into this Agreement, each Party affirms that its Agency Privacy Officer has reviewed this Agreement and determined that any disclosure by it of identifying information, as defined by Local Laws 245 and 247 of 2017, is routine. Each Party further affirms that it will seek review and approval from the City Chief Privacy Officer for any non-routine disclosure of identifying information, where necessary.
- C. Pursuant to Local Law 40 of 2011, the Parties understand that this Agreement may be posted on NYC.gov within thirty (30) days of execution.

Article 11. CONFIDENTIALITY

- A. The Parties agree to hold confidential, both during and after the completion or termination of this Agreement, all reports, information, or data obtained, learned, developed, or filed in connection with this Agreement. The Parties agree that such reports, information, or data shall

not be made available to any person organization, agency, or other entity, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction and except as provided in Paragraph E of this Article 11. The Parties agree to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Parties use to preserve the confidentiality of their own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Article 11, the Parties shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that the applicable Party provides advance notice to the other, in writing or by e-mail, that it intends to disclose such reports, information or data and the other Party does not respond in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

- B. Each Party agrees to notify the other Party within three (3) days of the discovery of any breach of security, whether actual or perceived, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Parties that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Party or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Party through which the breach occurred shall: (a) advise the other Party of the incident within 24 hours of discovery; (b) safeguard or destroy the information that would identify the individual whose information is the subject of the breach; (c) forward a written incident report to the other Party expeditiously and not re-disclose the identity of the individual(s) to anyone except as necessary to lawfully investigate the breach; and (d) take reasonable steps to remediate the cause or causes of such breach, and provide written notice to the other Party of such steps.
- C. The Parties shall restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Parties will instruct their officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.
- D. The Parties, and their officers, employees, and agents shall consult with and cooperate with each other, at any time either during or after completion or termination of this Agreement, on the content of any intended statement to the press or on the content any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Parties shall not issue any statement or submit any material for publication that includes confidential information as prohibited by this Article 11.
- E. At the request of either Party, the Parties shall return to each other any and all confidential information in the possession of the Parties or their subcontractors. If the Parties or their

subcontractors are legally required to retain any confidential information, the Parties shall notify each other in writing and set forth the confidential information that they intend to retain and the reasons why they are legally required to retain such information. The Parties shall confer with each other, in good faith, regarding any issues that arise from either Party retaining such confidential information. If the Parties do not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Article 9, Retention of Records.

- F. Either Party may share the results of analysis and research with third parties; provided that any reports shared with third parties shall contain only anonymous, aggregate data on Participants and have been sent or will be sent simultaneously to the other Party. Neither Party shall share any Participant identifying information or Confidential Information with any third parties. Notwithstanding the foregoing, nothing in this Agreement shall limit either Party's use or disclosure of anonymous, aggregate data derived in whole or in part from Participant data, provided that the Party sends such anonymous, aggregate data to the other Party for informational purposes prior to or simultaneous with sending it to such third parties. Furthermore, neither Party shall include any information in any postings made publicly pursuant to the City's Open Data laws without first informing the other Party.
- G. A breach of this Article 11 shall constitute a material breach of this Agreement for which either Party may terminate this Agreement pursuant to Article 2. Both Parties reserve any and all other rights and remedies in the event of unauthorized disclosure.

Article 12. MISCELLANEOUS

- A. This Agreement may be modified upon mutual agreement of the Parties as set forth in writing signed by the Parties. It may not be modified orally.
- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.
- C. This MOU 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 MOU shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.
- D. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

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

Vincent Pullo

Digitally signed by Vincent Pullo
DN: cn=Vincent Pullo, o=Department of
Social Services, ou=Agency Chief
Contracting Officer,
email=pullo@ds.ny.gov, c=US
Date: 2021.09.22 11:31:58 -04'00'

Vincent Pullo
ACCO

Date

**CITY OF NEW YORK
DEPARTMENT OF HOMELESS
SERVICES**

Joslyn Carter

Joslyn Carter
DHS Administrator

8/27/2021

Date

**CITY OF NEW YORK
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT**

Caroline Press

Caroline Press
General Counsel

09/22/2021

Date

EXHIBIT A

CityFHEPS Data Sharing Consent



CityFHEPS Data Sharing Consent

Background:

The New York City Department of Social Services (“DSS”), which includes the Human Resources Administration (“HRA”) and the Department of Homeless Services (“DHS”) (collectively, “DSS/HRA/DHS”) administer the City Fighting Homelessness and Eviction Prevention Supplement program (“CityFHEPS”). DSS/HRA/DHS have developed a program for participants in DYCD runaway and homeless youth programs to apply for rental vouchers through CityFHEPS.

Your RHY provider has determined that you may be eligible for the CityFHEPS program. In order to apply for and enroll in this program, your consent is requested to share your personal information with DYCD and DSS/HRA/DHS, as follows:

Steps in the Process:

1. Requesting a Shopping Letter:

Your RHY provider will share the following data with DYCD so that DYCD can determine if you will be issued a shopping letter for you to present to landlords in your search for an apartment or room to rent. This could directly benefit you as an individual, as you may receive a shopping letter.

Information Shared:

- Name
- Date of Birth
- Age
- Social Security Number
- Your registration number with DYCD Connect; and
- Your HRA/DHS Client Identification Number (CIN) if applicable.

DYCD will also share the data listed above with DSS/HRA/DHS in order to study the effectiveness of the CityFHEPS program and support requests for more funding for CityFHEPS and other potential homeless resources for the City. This will not directly benefit you as an individual. Increased resources could have indirect benefits for you and/or other young adults in New York City.

Further Information Shared:

- Whether you fall into the following priority categories:
 - If you are a parent;



- If you identify as LGBTQIA+;
- If you had a prior stay in a DHS shelter;
- Whether you qualify for supportive housing; and/or
- If you are close to aging out of your RHY residential program; and
- Source of income and frequency of pay.

If DYCD shares the data listed above with DSS/HRA/DHS, your data will not be identifiable to DSS/HRA/DHS.

2. **Apartment/Room Walk-Through:**

If you are given a shopping letter, you will then look for an apartment or room to rent. If you are able to find an apartment or room to rent, your RHY provider will help you arrange for a walk-through inspection of the apartment or room.

- If you find an apartment to rent, your RHY Provider will work with you to conduct a walk-through inspection of the apartment.
- If you find a room or commercial SRO to rent, DHS will conduct the walk-through and your RHY Provider will assist you with arranging this.

3. **Submitting the CityFHEPS Packet:**

If the apartment, room, or commercial SRO passes inspection, you will be allowed to fill out a CityFHEPS packet. Your RHY provider will assist you with filling out the CityFHEPS packet, which will be submitted to DYCD, who will then submit the packet to DSS/HRA/DHS. This could directly benefit you as an individual, as your packet could be approved for enrollment in CityFHEPS and you could receive a CityFHEPS voucher.

Information Shared:

- All information contained or referenced in the CityFHEPS application packet

4. **Enrolling in CityFHEPS:**

If your housing packet is approved, and you are enrolled in CityFHEPS and receive a voucher, DSS/HRA/DHS will continue to collect housing outcomes data for as long as you remain in the program. HRA/DSS/DHS will share this data with DYCD to study the effectiveness of the CityFHEPS program and support requests for more funding for CityFHEPS and other potential homeless resources for the City. This will not directly benefit you as an individual. Increased resources could have indirect benefits for you and/or other young adults in New York City.



Who Will Have Access to Your Information:

The CityFHEPS Teams at DYCD and DSS/HRA/DHS will have access to your data. These limited staff are required to maintain the confidentiality of information used to administer the CityFHEPS program. “Confidentiality” means that they will never give information about you to anyone outside of their respective agency without your written permission, or as required by law.

- Go to next page for consent -



Date: _____

RHY Provider: _____

Contract No.: _____

Client's Name: _____

DOB: _____

Consent

I, _____, (*client*), give permission to _____ (*name and title of RHY Provider staff member*) to release the data listed on page 1 of this form to Tracey Thorne, Director of Runaway and Homeless Youth Programs, Vulnerable and Special Needs Youth, of the NYC Department of Youth and Community Development, for the purpose of reviewing my request for a CityFHEPS shopping letter.

I, _____, (*client*), further understand that if I successfully find an apartment or room that passes a walk-through inspection, I give permission to _____ (*name and title of RHY Provider staff member*), to submit my CityFHEPS packet to Tracey Thorne, Director of Runaway and Homeless Youth Programs, Vulnerable and Special Needs Youth, of the NYC Department of Youth and Community Development, who will submit my packet to limited and necessary staff at DSS/HRA/DHS, for the purpose of reviewing my application packet.

I, _____, (*client*), further give permission to provide my name, date of birth, social security number, and my client identification number to limited and necessary staff at DYCD and DSS/HRA/DHS to be used to study the outcomes and effectiveness of the CityFHEPS program. I understand that this data will be identifiable at the time that it is shared with DSS/HRA/DHS, and that DSS/HRA/DHS will share housing outcomes data back to DYCD in order to study the outcomes of my enrollment in the CityFHEPS program.

I further understand that DYCD may share other data that is not identifiable with DSS/HRA/DHS in order to study the outcomes and effectiveness of the CityFHEPS program as a whole.

I understand that this consent is valid for a period of three (3) years, beginning on _____ (*date of client signature*), and may be withdrawn at any time during that period by contacting my RHY Provider.



I understand that if I withdraw my consent, this may affect my eligibility to receive CityFHEPS services, but it will not affect my eligibility to receive DYCD funded services or other DSS/HRA/DHS services. I understand that if I withdraw my consent, that withdrawal will only operate going forward, and that any information disclosed prior to my withdrawal cannot and will not be retrieved.

Youth Signature

Date: _____

Provider Staff Signature
(witness to client signature)

Date: _____

EXHIBIT B

DYCD CityFHEPS Pilot Data

In accordance with Section B of Article 6, DYCD and DSS/DHS/HRA agree to share the following data:

A. DYCD shall provide the following data points, where available, to HRA:

| Data to be shared | Additional Information on data type | Agency sharing data* |
|--------------------------|--|-----------------------------|
| CIN | WMS Client ID | DYCD, DSS |
| Last Name | Client's Last Name | DYCD |
| First Name | Client's First Name | DYCD |
| DOB | Client's DOB | DYCD |
| Age | Client's Age based on the client's DOB | DYCD |
| SSN | Client's Social Security Number | DYCD |

B. DSS/HRA/DHS will match the data points provided by DYCD with the following data points and provide to DYCD these data points:

| Data to be shared | Additional Information on data type | Agency sharing data* |
|--|---|-----------------------------|
| CIN | WMS Client ID | DYCD, DSS |
| CityFHEPS Renewal | Yes/No whether client renewed CityFHEPS | DSS |
| HomeBase | Yes/No whether client went to HomeBase; From CARES | DSS |
| Case Start Date | Date THA created | DSS |
| First Time Stayer | No/Yes. Indicates if this is the first shelter stay for a client. | DSS |
| Eligible Subsidy | | DSS |
| Subsidy Expiration Date | | DSS |
| HRA2010E Approval | | DSS |
| Received OSD/financial assistance from HRA? | | DSS |