

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING the RENTAL ASSISTANCE UNIT and EMERGENCY ASSISTANCE GRANTS**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "MOU"), dated June \_\_\_, 2015, between the New York City Human Resources Administration ("HRA"), with offices at 150 Greenwich Street, New York, New York 10007, and the New York City Housing Authority ("NYCHA"), with offices at 250 Broadway, New York, N.Y. 10007, outlines the agreement for the operation of an HRA Rental Assistance Unit ("RAU") at NYCHA's central office, for the purpose of assisting NYCHA residents subject to a NYCHA administrative hearing, by expediting the processing and payment of rent arrears or the issuance of Emergency Assistance Grants ("EAG") by HRA to eligible NYCHA residents referred to the RAU by NYCHA.

WHEREAS, HRA is authorized pursuant to provisions of the NY Social Services Law and regulations to issue ongoing public assistance and EAGs on behalf of eligible individuals for the purposes of tenancy preservation and eviction prevention; and

WHEREAS, HRA and NYCHA wish to establish an office in NYCHA's central office for the purpose of expediting the processing and issuance of such ongoing public assistance and EAGs,

NOW, THEREFORE, HRA and NYCHA agree as follows:

1. **Location of RAU and License:** The RAU will be located at NYCHA's central office – 250 Broadway, New York, NY 10007, second floor, adjacent to NYCHA's Administrative Hearing Offices. Subject to the terms and conditions of this MOU, NYCHA hereby grants to HRA and its employees and authorized personnel, a no-cost, temporary, revocable, non-exclusive license for access to the space at NYCHA occupied by the RAU (the "License"). The License shall expire upon the termination of this MOU.
2. **Equipping the RAU:** HRA will equip the RAU, at HRA's sole expense, with office equipment for two HRA employees, such as: telephones, filing cabinets, computers and a multi-function printer, as needed. NYCHA will provide telephone line access and Computer internet connectivity to HRA at no charge, so that HRA employees can make telephone calls and access HRA's computer systems (such as the Welfare Management System ("WMS")).
3. **Staffing the RAU:** HRA will staff the RAU with **two** HRA employees. It is envisioned that the employees will be able to:
  - a. Assist the NYCHA resident in the application for EAGs.
  - b. Conduct research to partially pre-qualify the NYCHA resident / HRA applicant before he or she visits an HRA Job Center.
  - c. Work with the NYCHA resident to develop strategies to prevent a recurrence of the rent delinquency.
4. **Security Issues:**
  - a. NYCHA will issue to the HRA employees building access cards to 250 Broadway and to the NYCHA second floor office area. Without these access cards, entry to the building is only possible after security check verification and a required pass through a metal detector.

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- b. Access to the HRA RAU office is not available to the general public. The RAU is located within the NYCHA attorney conference room area.
  - c. There is a closed circuit television camera system constantly viewing and recording images in the NYCHA Administrative Hearing Office area and the attorney conference room area, in which the RAU is located. Additionally, the camera images are continually monitored by a security guard who is stationed at the location.
- 5. Case Referrals by NYCHA to the RAU:**
- a. NYCHA can refer to the RAU, NYCHA residents or apartment occupants who are subject to a NYCHA administrative hearing and are in need of assistance in paying rent or use and occupancy.
  - b. The residents referred will primarily be those subject to termination of tenancy for Chronic Rent Delinquency (CRD), where no charges other than those involving rent payment or rent delinquency are pending.
  - c. NYCHA will provide any resident referred to the RAU with a breakdown of money owed by the resident through the end of the month referred.  
The breakdown will consist of the following four (4) categories of rent arrears:
    - (1) **current rent**,
    - (2) **retroactive rent** - rent which should have been paid, but for the misrepresentation or inadvertent omission by the tenant of information required by NYCHA,
    - (3) **recurring rent** - a monthly utility allowance to permit the resident's use of a large appliance in instances where regular utility costs are included in the rent, and
    - (4) **other rent account charges** - such as sales and service charges (for the cost of repairing damages to the apartment over and above normal wear), or fees for processing legal action (fees paid to a city marshal pursuant to law), provided these rent account charges were previously granted to NYCHA by court document.
  - d. Upon referral of the resident to the RAU, NYCHA agrees to adjourn any pending administrative hearing case for no less than 30 days, or other period agreed to by resident with prior consultation with RAU if the period is less than 30 days (the "adjournment period"). NYCHA shall provide the resident with a copy of the stipulation of adjournment which adjourns the administrative hearing. The stipulation will contain a clause stating that the hearing is being adjourned pending the decision of the RAU regarding a request for rent arrears, but that this adjournment by itself applies only to the administrative hearing case and it remains the responsibility of the NYCHA resident to make any needed housing court appearances or motions.

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e. **Legal Flag on Execution of Warrant in Non-Payment Cases.**

- NYCHA agrees that upon the issuance of a warrant of eviction in any non-payment Housing Court proceeding (whether or not the proceeding involves a CRD hearing or claim) or a holdover proceeding based on a default at a CRD hearing, to notify HRA promptly of the issuance of the warrant. NYCHA will defer execution of such warrant for at least 30 days after such notification. If there is Full Satisfaction and/or a Full Commitment by HRA with regard to the outstanding arrears during such period, NYCHA will not proceed with an eviction and shall deem the non-payment or CRD holdover case dismissed with prejudice and the judgment of eviction vacated and the tenancy restored (if applicable).
- If HRA partially satisfies the outstanding arrears during such 30 day period, NYCHA agrees to: (1) accept the money without prejudice, (2) inform the tenant and HRA in writing of the receipt of partial payment within two business days, and (3) NYCHA will suspend the proceeding of eviction for 14 days to allow receipt of all outstanding monies due.

6. **Full Payments by HRA to NYCHA:**

- a. **Payments:** During the administrative hearing case after NYCHA makes a referral to the RAU or if HRA is notified of an issuance of a warrant of eviction in any non-payment Housing Court proceeding or a holdover proceeding based on a default at a CRD hearing, if HRA either:
- **Full Satisfaction:** Fully satisfies what the tenant owes (HRA pays to NYCHA a sum of money, in conjunction with a partial payment, if any, made by the NYCHA resident) that fully satisfies all balances owed on the tenant ledger card through the end of the month in which payment is made (a “Full Satisfaction”), or
  - **Full Commitment:** Provides a written commitment (“Commitment Letter”) to pay NYCHA a sum of money that would fully satisfy what the tenant owes and will owe on the tenant ledger card through the end of the month in which the Commitment is made,

**Then,** at the time of NYCHA’s receipt of full payment pursuant to a Full Satisfaction or a Commitment Letter, NYCHA shall discontinue or settle the Chronic Rent Delinquency charges of any pending termination of tenancy case, and deem any pending court non-payment of rent case to be discontinued with prejudice.

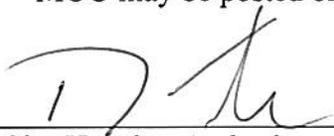
- b. **No Payments:** If NYCHA **does not receive full payment pursuant to a Full Satisfaction or a Commitment Letter**, NYCHA shall commence or continue a non-payment of rent case and continue with the Chronic Rent Delinquency charges of any pending termination of tenancy case.
- c. **Probation:** In the event that NYCHA requires a period of probation for the settlement of the termination of tenancy case, NYCHA agrees that the probationary period:

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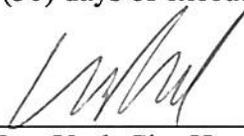
- shall not exceed one year,
  - shall encompass only the chronic failure to pay rent as a potential violation (defined as not paying rent in the month due in any four months out of a twelve month period),
  - shall not include as a failure to pay rent delays in payment on account of the standard bi-monthly HRA payment cycle for Cash Assistance recipients or the timing of the payment of a federal monthly disability or social security payment or similar regular payment,
  - shall not require the admission of charges, but shall begin: “Without admitting or denying any of the allegations, Tenant agrees to refrain from... .”
- d. **Subsequent CRD case:** After NYCHA initially refers a case to the RAU and the RAU accepts the referral, NYCHA will either refer subsequent CRD cases involving the same tenant to the RAU (whether the charge is only CRD or a CRD violation of probation), or notify the RAU and provide a reason why the referral was not made, along with the tenant’s name and address.
7. **Responsibility of Tenant for Court Participation:** Nothing in this MOU shall affect the responsibility of the NYCHA resident to make any needed housing court appearances or motions to prevent or delay a non-payment of rent eviction,
8. **Hearing Defaults:** During the administrative hearing case after NYCHA makes a referral to the RAU, if the tenant fails to appear for a hearing on the adjourn date, NYCHA will communicate to the RAU the tenant’s failure to appear (to allow the RAU an opportunity to provide an update on the case).
9. **Transmission of EAG by HRA:** HRA shall transmit EAGs by Electronic Funds Transfer (“EFT”) to NYCHA. If an EFT transmission is unavailable, HRA shall transmit the EAG to NYCHA by physical check, delivered to the NYCHA Finance Department, 90 Church Street, 6<sup>th</sup> floor, New York, NY 10007.
10. **Acceptance of EAG Transmissions by NYCHA:** NYCHA shall match all EAG transmissions with its list of residents and accept transmissions, as provided above, for authorized residents that NYCHA can identify.
11. **Return of EAG Transmission to HRA:** NYCHA will return to HRA any transmission which cannot be identified as designated for an authorized NYCHA resident. Such transmissions must be returned within a period of ninety (90) days after receipt. However, NYCHA shall notify HRA within two business days of any EFT payment that NYCHA cannot match to a resident.
12. **Efforts by RAU Staff to Help Ensure Future Rent Payments:** In addition to facilitating the payment of money on behalf of NYCHA residents referred to the RAU, RAU staff shall make reasonable efforts to ensure that future rent payments are made by the resident, as follows:
- a. If the tenant is accepted for ongoing public assistance, HRA agrees to pay the HRA shelter allowance monthly, to restrict the funds and send them to NYCHA by EFT.

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- b. If the tenant is not accepted for ongoing public assistance but is only given an EAG, HRA will recommend that the tenant enroll in a NYCHA automatic rent payment method, for the payment of rent and recurring charges monthly, as follows:
  - i. Payroll Rent Deductions for most NYC municipal employees, or
  - ii. Automatic rent payments to NYCHA (once or twice monthly) directly from the resident's bank account, where the source of the resident's funds (e.g., employment, SSI, pension) is directly deposited to their bank account.
  
- 13. **Confidentiality:** NYCHA and HRA shall maintain and use the information obtained as a result of client referrals under this MOU in a confidential manner in accordance with applicable confidentiality law and regulation.
  
- 14. **Records Retention:** NYCHA and HRA shall maintain all records relevant to this MOU and , retain such records in accordance with applicable record retention provisions of law and make such records available to each other upon request.
  
- 15. **Modification / Termination of MOU:** This MOU may be terminated by either party, upon the provision of 30 days written notice, and may be modified upon the mutual agreement of the parties.
  
- 16. **Publication of this MOU:** Pursuant to Local Law 40 of 2011, the parties understand that this MOU may be posted on Nyc.gov within thirty (30) days of execution.



\_\_\_\_\_  
New York City Housing Authority  
By: David Farber, Executive Vice President for  
Legal Affairs and General Counsel



\_\_\_\_\_  
New York City Human Resources Administration  
By:

STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 14 day of July, 2015, before me personally came Vincent Killo, to me known and known to me to be CCO 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 she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

  
NOTARY PUBLIC

SHARON JAMES-LEONCE  
Commissioner of Deeds  
City of New York No. 2-13026  
Certificate Filed in New York County  
Commission Expires May 01, 2016