

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE NEW YORK CITY HOUSING AUTHORITY  
AND  
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION**

This Memorandum of Understanding (this "MOU"), dated as of July 19, 2018 (the "Effective Date"), is by and between the NEW YORK CITY HOUSING AUTHORITY, having its principal office at 250 Broadway, New York, New York 10007 ("NYCHA"), and the NEW YORK CITY HUMAN RESOURCES ADMINISTRATION, having its principal office at 150 Greenwich Street, New York, New York 10007 ("HRA" and together with NYCHA, the "Parties" and each a "Party").

**RECITALS**

**WHEREAS**, in accordance with the Public Housing Law of the State of New York, NYCHA provides safe, decent, and affordable housing for its residents; and

**WHEREAS**, NYCHA is entering into this MOU in furtherance of the discharge of its duties under the Public Housing Law of the State of New York, specifically to facilitate NYCHA's efforts to collect rental arrears; and

**WHEREAS**, in order to prevent the eviction of NYCHA residents who are in arrears on rental payments (collectively, "Residents in Arrears"), HRA may issue grants to eligible applicants for all, or a portion, of the unpaid rental and certain related housing payments owed by Residents in Arrears who seek rental payment assistance from HRA (collectively, the "HRA Rental Payment Assistance"); and

**WHEREAS**, "related housing payments" may include, but not be limited to, recurring rent, retroactive rent, and certain other rent account charges; and

**WHEREAS**, through its eService software ("eService"), NYCHA maintains an online database portal of rental arrears information (the "Rental Arrears Information") of the Residents in Arrears (the "Database"); and

**WHEREAS**, the Rental Arrears Information contains, among other information, updated and current delinquent rent balances, monthly rent, and payment history; and

**WHEREAS**, in order to facilitate the HRA Rental Payment Assistance, HRA seeks access to the Database for purposes of obtaining the Rental Arrears Information of Residents in Arrears who seek the HRA Rental Payment Assistance and NYCHA is willing to provide HRA with such access pursuant to the terms of this MOU; and

**WHEREAS**, the Parties seek to enter into this MOU to set forth their agreement as to the terms and conditions upon which (a) NYCHA shall provide HRA with such limited access to the Database, and (b) HRA shall utilize the Rental Arrears Information.

NOW THEREFORE, the Parties set forth their mutual agreements as follows:

**1. Term; Termination**

1.1 The term of this MOU (the "**Term**") shall commence as of the Effective Date and shall continue until it is terminated by mutual written agreement of the Parties or in accordance with Sections 1.2 or 1.3 below.

1.2 Either Party may terminate this MOU for convenience upon thirty days prior written notice to the other Party.

1.3 If either Party breaches any of the terms of this MOU, the non-breaching Party has the right to give the breaching Party written notice specifying the nature of the breach. In the event such notice is sent, the breaching Party shall have 30 calendar days after receipt of such notice to cure such breach. In the event that the breaching Party fails to cure within such 30 calendar-day period, the non-breaching Party may then terminate this MOU immediately for cause.

**2. Database; HRA Access**

2.1 Subject to the terms of this MOU, NYCHA will give specific HRA caseworkers access to the Database, as described in 2.3 below, for the limited purposes of viewing the following Rental Arrears Information of the Residents in Arrears. NYCHA and HRA may agree to expanding or altering the following elements of information from time to time.

- (a) whether the Resident in Arrears receives public assistance;
- (b) the number of authorized family members of the Resident in Arrears over 18 years of age and the number of authorized family members of the Resident in Arrears under 18 years of age;
- (c) current balance of the rental arrears with breakdown by categories, (i.e., utility, retroactive, miscellaneous, legal, security deposit)
- (d) number of days that the Resident in Arrears is delinquent;
- (e) the rental payment history for the 12 months prior to the date that HRA accesses the Database;
- (f) current monthly rent;
- (g) NYCHA account number;
- (h) NYCHA development and address;
- (i) Address and telephone number of the property management office of the NYCHA development where the Resident in Arrears resides.

2.2 HRA shall use the Rental Arrears Information obtained through the Database solely for the purposes of facilitating the HRA Rental Payment Assistance. Additionally, once HRA has accessed the Database for a Resident in Arrears, it shall only re-access the Database for such Resident in Arrears if

it intends to further assess or facilitate the possibility of HRA Rental Payment Assistance and/or for the purpose of obtaining his or her updated Rental Arrears Information prior to making payment. HRA shall not re-access the Database for a Resident in Arrears, as applicable, (a) if HRA has definitively decided not to provide him or her with HRA Rental Payment Assistance, or (b) after HRA has provided him or her with HRA Rental Payment Assistance unless there is a renewed inquiry by the client or HRA staff with respect to such HRA Rental Payment Assistance. However, HRA may re-access the Database to ensure that payments authorized to be made by HRA or proposed to be made by Authorized Staff or claimed to be made by the tenant have been received and credited to the correct tenant and arrears are satisfied.

2.3 HRA shall provide NYCHA with a list of its staff who require access to the Database in order to facilitate the HRA Rental Payment Assistance (“**Authorized Staff**”). HRA shall notify NYCHA of (a) any other staff that it seeks to add to the list of Authorized Staff, and (b) any Authorized Staff whose employment with HRA has terminated or whose access HRA otherwise seeks to revoke. NYCHA shall create a login and password to access the Database for each Authorized Staff and may terminate the login and password of an Authorized Staff either (i) upon notification by HRA to revoke his or her access or (ii) at NYCHA’s discretion.

2.4 The Database shall have input fields requiring Authorized Staff to input unique combinations of the Resident in Arrears’ personally identifiable information (“**PII**”) consisting of, for example, his or her social security number, date of birth, and NYCHA account number, in order to gain access to his or her Rental Arrears Information. Such PII combinations shall be determined at NYCHA’s discretion, and may be changed by NYCHA from time to time.

2.5 NYCHA shall maintain an audit trail of all Authorized Staff accessing the Rental Arrears Information through the Database and will provide a copy of the audit trail to HRA upon HRA’s request. Additionally, if HRA copies, downloads, or stores the Rental Arrears Information onto any of HRA’s software or information technology systems it shall be responsible for protecting such Rental Arrears Information, in addition to the confidentiality requirements set forth in Section 5, in accordance with New York State and Federal NIST requirements for protecting personally identifiable information and HIPAA data.

### 3. Provision of Database; Disclaimers

3.1 The Database shall be hosted and maintained by NYCHA on eService. The Parties acknowledge that NYCHA uses eService through an intergovernmental agreement or arrangement (the “**DoITT Agreement**”) with the New York City Department of Information Technology & Telecommunications (“**DoITT**”). NYCHA shall not be responsible for providing HRA with access to the Database (a) during periods of routine maintenance including, but not limited to, during installation of upgrades or updates, or (b) during periods that NYCHA’s use of eService is suspended or interrupted for any reason whatsoever including, but not limited to, as a result of a system virus or error, or (c) if NYCHA’s use of eService is terminated for any reason whatsoever including, but not limited to, as a result of NYCHA’s or DoITT’s cancellation or termination of the DoITT Agreement in accordance with its terms. The Parties further acknowledge that any transitioning of the Database from eService to another software or information technology system shall be at NYCHA’s sole discretion and subject to NYCHA’s procurement rules and regulations.

3.2 NYCHA shall endeavor to update the Rental Arrears Information in the Database on an on-going basis. NYCHA may, however, post disclaimers in the Database with respect to the Rental Arrears Information which may include, but shall not be limited to, that the Rental Arrears Information

may not reflect payments that are in the process of being posted, checks that have not cleared, credits, or new charges. HRA shall cause its Authorized Staff to inform the Resident in Arrears of any such disclaimers, as an addition to the script described in Section 2.4 above.

#### 4. Reporting

The Parties agree to collaborate on reporting and data exchange initiatives whereby HRA may provide reports and data to NYCHA concerning HRA's use and results of the Rental Arrears Information and the HRA Rental Payment Assistance, upon mutually agreeable terms, including the automation of such reports and data to the extent possible. Such reporting may entail HRA, through its Authorized Caseworkers or other authorized HRA personnel, entering data and reports, including status updates on cases and outcomes, with respect to the Rental Payment Assistance, either in eService or other NYCHA system, as mutually agreed to by the Parties. Such case status update and outcome information may include, but not be limited to, indications of HRA rental assistance grants made by HRA on behalf of the tenant and/or payments reported by the tenant as made or pending with respect to the relevant reporting period, and/or other relevant case identification codes.

#### 5. Confidentiality

5.1 Subject to Sections 5.2 and 5.3 below, to the extent that either Party acquires access to non-public information and data about the operations and business of the other Party including, but not limited to, the PII and Rental Arrears Information of the Residents in Arrears (collectively "**Confidential Information**"), the Party receiving Confidential Information, through the Database or otherwise (the "**Receiving Party**"), agrees (a) it will protect and preserve the confidentiality of such Confidential Information with the same standards of care and diligence with which it protects and preserves its own business information, but in no event shall such standards be less than commercial industry standards, (b) it will use such Confidential Information only in the performance of its obligations arising under this MOU and only for the purposes expressly stated herein; and (c) it will make no disclosure of such Confidential Information other than to personnel of the Receiving Party (which, in the case of HRA, shall include the Authorized Caseworkers) who require access to such Confidential Information in connection with this MOU and agree to abide by the confidentiality provisions set forth in this Section 5. The confidentiality obligations of this Section 5 shall survive the termination of this MOU.

5.2 If either NYCHA or HRA receives a FOIL request or subpoena for Confidential Information, the Party receiving the request shall be entitled to withhold information that it is not legally required to disclose, or prohibited from disclosing, pursuant to applicable laws and regulations. Additionally, the Party receiving the request will also not disclose information that the counter-Party is not legally required to disclose, or prohibited from disclosing, pursuant to applicable laws and regulations without the counter-Party's consent, to the extent such consent can be given.

5.3 Other than with respect to a FOIL request or subpoena, which shall be governed by the provisions set forth in Section 5.2 above, if the Receiving Party is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information, the Receiving Party will provide the counter-Party with prompt notice of such request or requirement so as to permit the counter-Party to obtain an appropriate injunctive order or other protective remedy. If such a protective order or other remedy is not obtained by the counter-Party, the Receiving Party shall furnish only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required and shall exercise commercially reasonable efforts to obtain assurances that confidential treatment shall be accorded to the Confidential Information that the Receiving Party is so required to disclose. The Receiving Party shall not oppose action by the counter-Party to obtain an appropriate

protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

**6. Indemnification; Effect of Unauthorized Disclosure**

6.1 Each Party shall protect, indemnify and hold harmless the counter-Party from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, or incurred by, or asserted against the indemnified Party resulting from, arising out of, or relating to, actions of the indemnifying Party consisting of (a) a data or security breach or unauthorized disclosure of Confidential Information, or (b) gross negligence or intentional misconduct. The indemnity obligations of this Section 6 shall survive the termination of this MOU.

6.2 The Parties agree to report any unauthorized use or disclosure of Confidential Information or protected data, not provided for by this Agreement of which it becomes aware. The Parties further agree to immediately report any data security incident of which it becomes aware, including a breach of unsecured protected data or unauthorized disclosure of Confidential Information.

6.3 In the event of any unauthorized disclosure or data breach of Confidential Information or protected data, the party responsible for such unauthorized disclosure or data breach (the "**Responsible Party**") shall immediately commence an investigation to determine the scope of the disclosure and immediately inform the counter-Party (the "**Affected Party**") following discovery of such incident. The Responsible Party is responsible for providing a written incident report, within forty-eight (48) hours after the incident is discovered, that details the circumstances surrounding the unauthorized disclosure and the names of the individuals involved, if known. An unauthorized disclosure or data breach is considered discovered on the first day on which the Responsible Party, its contractors, subcontractors or any agent thereof, knows or should have known of such breach.

6.4 In the event of any unauthorized disclosure or data breach of Confidential Information or protected data, the Responsible Party is required to notify the affected individuals within a reasonable amount of time, but no later than sixty (60) calendar days after the discovery of the unauthorized disclosure or data breach or earlier if so required by law, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall be in a form and format prescribed by Affected Party and shall meet the requirements of applicable local, state and federal law. The Responsible Party shall be responsible for all costs associated with providing notification to all affected individuals when notification is required by law.

6.5 The Responsible Party recognizes that irreparable harm may result to Affected Party, and to the business of the City or NYCHA, as the case may be, in the event of any breach by the Responsible Party of any of the covenants and assurances contained in this Agreement. In the event of a breach of any of the covenants and assurances contained herein, the Affected Party shall restrain the Responsible Party, its contractors, subcontractors or agents thereof, from any continued violation, including but not limited to termination of access to any identifiable client data or Confidential Information.

6.6 A breach of Section 5 and this Section 6 shall constitute a material breach of this Agreement for which the Affected Party may terminate this Agreement as indicated herein. If for any reason term of this Agreement is violated, all Affected Party Confidential Information or protected data shall be either destroyed or returned, unless otherwise authorized by the Affected Party.

**7. Insurance**

The City of New York (the "City") is self-insured and the City shall pay any losses, claims or damages actually sustained by NYCHA, or judgments levied against NYCHA, as a result of HRA's actions under this MOU, subject to the applicable self-insured retention limits and any deductibles. NYCHA's self-insured retention shall pay any losses, claims or damages actually sustained by HRA or judgments levied against HRA, as a result of NYCHA's actions under this MOU, subject to the applicable self-insured retention limits and any deductibles.

**8. Notices**

All notices to Parties hereunder must be in writing and signed by the Party giving notice, and shall be served by certified or registered mail, return receipt requested, and addressed as follows:

To HRA:                   The New York City Human Resources Administration  
150 Greenwich Street, 42<sup>nd</sup> Floor  
New York, New York 10007  
Attn: Bruce Jordan, Chief Homelessness Prevention Officer

To NYCHA:               New York City Housing Authority  
90 Church Street  
New York, New York 10007  
Attn: Lillian Harris, Vice President for Tenancy Administration

with a copy to:       New York City Housing Authority  
Law Department  
250 Broadway, 9<sup>th</sup> Floor  
New York, New York 10007  
Attn: Assistant General Counsel for Corporate Affairs

**9. Publicity**

The Parties acknowledge that each of them shall be entitled to issue press releases, to make public statements, and to issue other forms of publicity referencing this MOU and the partnership between the Parties (collectively, "**Publicity Materials**"), provided that any such Publicity Materials are approved in advance by each Party, and subject to the confidentiality provisions set forth in Section 5 above.

**10. Legally Binding; Assignment; Modification**

This MOU shall be legally binding on both Parties. This MOU and the rights and duties under this MOU must not be assigned, delegated or subcontracted by either Party without the prior written consent of the counter-Party, and any purported assignment, delegation or subcontracting of this MOU without said consent of such counter-Party is void.

**11. New York Law**

This MOU and performance of it are governed by and are to be construed in accordance with the laws of the State of New York.

**12. Counterparts**

This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[Remainder of Page Left Intentionally Blank with Signatures to Follow]**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

**NEW YORK CITY HOUSING AUTHORITY**

By: *C. Pennington*  
Name: *C. Pennington*  
Title: *EVP*  
Date: *7/16/18*

**THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION**

By: *[Signature]*  
Name: *[Signature]*  
Title: *[Signature]*  
Date: *7/19/18*

ACKNOWLEDGEMENTS:

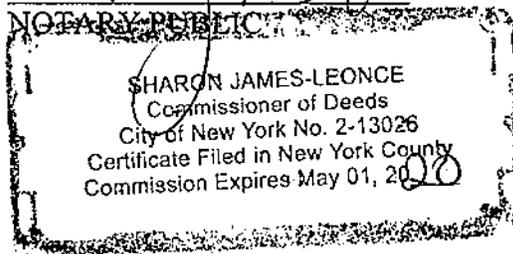
STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 9th day of July, 20 18, before me personally came Vincent Pullo, to me known and known to me to be the NCCO of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, 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*



STATE OF New York )

:SS:

COUNTY OF New York )

On this 16 day of July, 20 18, before me personally came Cathy Pennington, to me known to me to be the EVP of Operations of The 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.

*Melissa R. Renwick*  
NOTARY PUBLIC

MELISSA R. RENWICK  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02RE6314482  
Qualified in Kings County  
My Commission Expires November 10, 2018