

DATA SHARING AGREEMENT BETWEEN  
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/  
HUMAN RESOURCES ADMINISTRATION AND  
MAYOR'S OFFICE TO PROTECT TENANTS

THIS DATA SHARING AGREEMENT ("Agreement"), effective as of September 15, 2021, 202\_\_ ("Effective Date"), between the City of New York ("the City") acting through the Department of Social Services/Human Resources Administration ("HRA"), with offices at 150 Greenwich Street, New York, New York 10007 and **Mayor's Office to Protect Tenants** ("Recipient"), with offices at **100 Gold Street, 2<sup>nd</sup> Floor, New York, NY 10038** (collectively "the Parties").

WITNESSETH:

**WHEREAS**, in accordance with Section 501 of Division N of the United States Consolidated Appropriations Act of 2021 (the "Act"), the Emergency Rental Assistance Program ("ERAP") is a program created to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

**WHEREAS**, the administration of, and eligibility for the City's allocation of ERAP funding will be overseen by the New York State Office of Temporary and Disability Assistance ("OTDA"), while HRA will oversee the City's implementation of the ERAP in coordination with OTDA; and

**WHEREAS**, the intergovernmental agreement the locality entered into with OTDA granted HRA and other entities access to ERAP data and requires the locality to comply with confidentiality, data privacy and data security requirements set forth in Division N, Title V, Subtitle A, Section 501 of the Consolidated Appropriations Act and Title III, Subtitle B, Section 3201 of the American Rescue Plan of 2021 and other applicable state law or policy; and

**WHEREAS**, in support of the HRA's obligation to oversee the City's implementation of the ERAP, OTDA has entered into a letter agreement ("the Letter") attached hereto as Exhibit A, under which OTDA will share certain data with HRA in furtherance of the implementation and administration of the ERAP; and

**WHEREAS**, pursuant to the Letter, HRA is authorized to disclose certain ERAP data to Recipient for purposes related to the implementation of the ERAP, such as informing outreach strategy, providing application assistance to both tenants and landlords, tracking community-based organizations' outreach efforts and assistance, and avoiding duplication of assistance; and

**WHEREAS**, under the New York City Administrative Code §23-1202(c), collections and disclosures of identifying information between City Agencies and/or third parties may be treated as routine if the privacy officer of the agency ("APO") involved agrees that the collection and/or disclosure furthers the purpose or mission of the agency. The APO of HRA/DSS agrees that the collection and disclosure of identifying information under this Agreement furthers the purpose and mission of HRA's responsibility and commitment to oversee the implementation of the City's Emergency Rental Assistance Program in order to assist households that are unable to pay rent and

utilities due to the COVID-19 pandemic. The collection/disclosure of identifying information by HRA for the purposes set forth in this Agreement is covered by the following routine designation made by the HRA/DSS APO: Direct Client Services in the form of Referrals & Case Management for HRA clients; and

**WHEREAS**, the Parties wish to enter into an agreement to set forth the conditions under which Recipient will receive ERAP data for the purposes set forth herein;

**NOW THEREFORE**, the Parties hereto agree as follows:

#### **ARTICLE 1. TERM**

- A. The term of this Agreement shall be from the Effective Date until December 31, 2022 unless sooner terminated or modified as provided herein.
- B. The Parties shall have the option to renew this agreement for three (3) additional, one (1) year terms upon the mutual written agreement of both Parties.

#### **ARTICLE 2. DATA SHARING SPECIFICATIONS**

- A. HRA will share, as feasible, the ERAP data ("Data") outlined in the Use Case attached hereto as Exhibit B and as permitted by the Letter attached hereto as Exhibit A with Recipient upon a frequency mutually agreed upon by the Parties.
- B. Recipient will use the Data for purposes solely in furtherance of the ERAP as outlined by the Use Case attached hereto as Exhibit B and as permitted by the Letter attached hereto as Exhibit A.
- C. Recipient understands that with respect to landlord outreach on pending applications, the information shared shall be limited to tenant name and address, the specific months of arrears and amounts applied for, and application status to avoid improper re-disclosure of a tenant's personal information to a landlord.
- D. "Confidential Data" shall be defined as the ERAP data file transmitted to Parties pursuant to the parameters of the Use Case provided in Exhibit B. Confidential information shall also be defined as any personally identifiable information which shall include, but is not limited to any data that could potentially be used to identify a person including full name, date of birth, gender, social security number, address, and email address.
- E. "Authorized User" shall mean the Recipient and their employees, contractors, subcontractors, and agents. Authorized users are responsible for restricting access to the Confidential Data to only the staff that needs to access the data to carry out or perform the official duties of the authorized user. All Authorized Users must maintain the confidentiality of the Data in accordance with this Agreement and all applicable laws and regulations.

- F. All information will be securely transmitted via a Secure File Transfer Protocol (SFTP), with approval from the HRA Chief Information Security Officer (CISO).

### **ARTICLE 3. CONFIDENTIALITY**

- A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA or OTDA files or records, shall be held confidential pursuant to the provisions of all applicable federal, state, and local laws and codes, and shall not be disclosed to any persons, organization, agency, or other entity except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction or as authorized under this Agreement.
- B. All of the reports, information or data furnished to, or prepared, assembled, or developed by use of the data or reports, or used in any other way by either party under this Agreement are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval by the disclosing party except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction or as authorized under this Agreement.
- C. Recipient agrees to comply with and be subject to the confidentiality and data security terms referenced in the Letter in the attached Exhibit A. In addition, Recipient agrees to maintain the confidentiality and security of all Confidential Data they receive in connection with this Agreement and shall comply with all citywide security requirements and all applicable local, state and federal laws, rules and regulations pertaining to the confidentiality, privacy and security of the Confidential Data received, generated used or held in the course of its performance under this Agreement. Recipient agrees to use and ensure the use of appropriate safeguards to prevent misuse or unauthorized disclosure of any confidential information, and to implement administrative, physical, and technical safeguards in accordance with industry best practices that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of any electronic or hard copy individually identifiable information that it creates, receives, maintains, or transmits pursuant to this Agreement. In no case shall such safeguards be less stringent than the safeguards set forth in the Citywide Privacy Protection Policies and Protocols of the New York City Chief Privacy Officer. Additionally, these safeguards are subject to the applicable information security protocols Citywide Technology Policies and Guidelines. Recipient shall ensure that all Authorized Users comply with the information security standards and requirements set forth by the New York City Department of Information Technology and Telecommunications and the New York City Cyber Command. Recipient shall treat the Confidential Data as restricted under the Citywide Cybersecurity Program Policies and Standards. Recipient agrees to protect against any hazards or threats to the integrity and security of the Confidential Data any unauthorized use, access or disclosure of such information, and shall take all reasonable measures to prevent any other action that could result in harm to the City and the individuals whose identifying information is transferred to the Parties custody pursuant to this Agreement.
- D. The Recipient shall require Authorized Users to store, process and maintain Confidential Data solely on designated servers which are properly patched against critical and severe security

vulnerabilities and ensure that no Confidential data will be processed or transferred on any Cloud platform without HRA approval.

- E. The Recipient shall use confidential information received hereunder solely for the purposes set forth herein. The Recipient agrees that they will instruct any employees, contractors, subcontractors, agents, or other Parties with access to confidential information in furtherance of this Agreement to maintain the confidentiality of any and all information required to be kept confidential by this Agreement. The Recipient shall ensure that all of the Authorized Users who have access to the Confidential Data are aware of the confidentiality and security requirements and restricted use of the Confidential Data and the penalties for its unauthorized use or release
- F. The Recipient shall not re-disclose the Confidential Data in any individually identifiable form, or in a form which an individual could be reasonably identified, to anyone other than the Authorized Users without prior written approval from HRA.
- G. The provisions of this Article shall remain in full force and effect following termination of, or cessation of, the services required by this Agreement.

#### **ARTICLE 4. EFFECT OF UNAUTHORIZED DISCLOSURE**

- A. Recipient agrees to report, in writing, any data security incident of which it becomes aware. A data security incident includes any actual or suspected unauthorized use, disclosure, access or acquisition of any confidential or protected data not provided for by this Agreement, or any breach of unsecured protected data. A breach is a situation or event which, intentionally or unintentionally, results in any of the Confidential Data being improperly released or removed from the custody of the Parties' or where there is other evidence of willful/intentional or accidental or unintentional misuse.
  - i. In the event of any actual or suspected unauthorized use, disclosure, access, or acquisition of confidential data, the recipient of confidential data hereunder ("Receiving Party") shall immediately commence an investigation to determine the scope of the disclosure and immediately inform the Affected Party following discovery of such incident. The Receiving Party shall provide a written incident report, within forty-eight (48) hours after the incident is discovered, that details the scope and circumstances surrounding the unauthorized disclosure and the names of the affected individuals involved, if known. A breach is considered discovered on the first day on which the Receiving Party, its contractors, subcontractors or any agent thereof, knows or should have known of such breach.
  - ii. In the event of a data breach, the Receiving 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 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 Receiving Party shall be responsible for all costs associated with providing notification to all affected individuals when notification is required.

- B. The Receiving Party recognizes that irreparable harm may result to Affected Party, and to the business of the City, in the event of any breach by a Receiving 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 Receiving Party, its contractors, subcontractors or agents thereof, from any continued violation, including but not limited to termination of access to any client data.
- C. A breach of this Article shall constitute a material breach of this Agreement for which the Affected Party may terminate this Agreement as indicated herein. If, for any reason, a term of this Agreement is violated, all Affected Party data shall be either destroyed or returned, unless otherwise authorized by the Affected Party.

#### **ARTICLE 5. DATA RETENTION AND DESTRUCTION**

Within thirty (30) days after the expiration or termination of this Agreement for any reason, the Recipient shall upon request return the Confidential Data to HRA or provide written certification to HRA of the destruction of the Confidential Data, and shall not retain any copies in any form.

#### **ARTICLE 6. DISCLOSURES REQUIRED BY LAW**

Recipient may disclose Confidential Data as required by court order or law. If disclosure is required by under the provisions of any law, Recipient will promptly notify HRA sufficiently in advance of disclosure (i) but not more than five business days in advance of disclosing the information after it learns of the required disclosure, or (ii) specifically in the case of FOIL, not less than five business days of planned production of Confidential Data and/or information, to permit HRA to seek a protective order and to make any notification required by law or as appropriate, and disclose Confidential Data only to the extent allowed under a protective order, if any, or as necessary to comply with the law.

#### **ARTICLE 7. NOTICES AND COMMUNICATION**

All notices and requests hereunder by either party shall be delivered in writing and, except as otherwise specified in this Agreement, shall be delivered by hand or sent via Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender, and directed to the address of the Parties as follows:

If to HRA:

Attn: Rad Jacuch  
NYC Department of Social Services/  
Human Resources Administration  
150 Greenwich Street  
New York, NY 10007

If to Recipient:

Attn: Director  
Mayor's Office to Protect Tenants  
100 Gold Street, 2nd Floor  
New York, NY 10038

**ARTICLE 8. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days prior written notice to the representative of the other Parties.

**ARTICLE 9. MODIFICATION**

This Agreement may be modified upon mutual agreement between the Parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

**ARTICLE 10. ENTIRE AGREEMENT**

This Agreement 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 Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

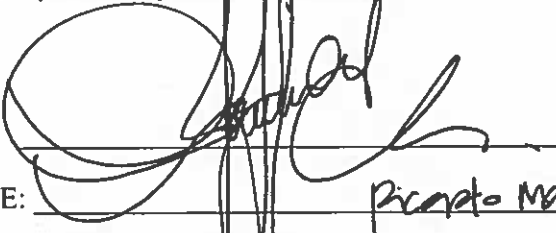
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates appearing below their respective signatures.

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

BY: \_\_\_\_\_  
NAME: Vincent Pullo  
TITLE: ACCO  
DATE: 9/15/2021

NYC Mayor's Office to Protect Tenants.  
Recipient

BY:   
NAME: Ricardo Martinez Camps.  
TITLE: Acting Director.  
DATE: September 14th, 2021.