

**MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW YORK CITY
HUMAN RESOURCES ADMINISTRATION AND THE NEW YORK CITY
DEPARTMENT OF HOMELESS SERVICES**

MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) made and entered into this 13th day of Sept, 2019, by and between THE CITY OF NEW YORK, acting through the DEPARTMENT OF SOCIAL SERVICES/HUMAN RESOURCES ADMINISTRATION (“HRA”) with offices located at 150 Greenwich Street, New York, New York 10007 and THE CITY OF NEW YORK acting through the DEPARTMENT OF HOMELESS SERVICES (“DHS”) with its offices located at 33 Beaver Street, New York, New York 10004 (collectively the “Parties”).

WHEREAS, the City of New York has launched the LeadFreeNYC plan, which seeks to eliminate child exposure to lead in New York City; and

WHEREAS, as part of the LeadFreeNYC plan, both HRA and DHS will proactively screen targeted units in their housing portfolios that serve families with children for potential lead hazards, and remove lead risks; and

WHEREAS, DHS uses its Infor Enterprise Asset Management (“EAM”) application to create and track work order requests for its lead testing and abatement vendors; and

WHEREAS, HRA wishes to share certain address data, as further detailed in Article II (A) below, with DHS for the purpose of creating lead testing and lead abatement work order requests in the EAM application; and

WHEREAS, the Parties wish to set forth their respective roles and responsibilities through this MOU; and

NOW, THEREFORE, the parties hereto agree as follows:

I. Term of Agreement

- A. This MOU will take effect on the date signed by both Parties and shall expire three (3) years thereafter unless sooner terminated as provided herein.
- B. This MOU may be renewed in writing upon approval by both Parties for three (3) consecutive one (1) year periods.

II. Data Sharing Specifications

- A. Upon execution of this Agreement, and on a semi-annual basis thereafter, or more frequently, as needed and agreed to by the Parties, HRA will transmit to DHS’s Information Technology Services department (“ITS”), an electronic file containing the property addresses, including unit numbers, city, state, zip code,

BIN number, and/or geocode (“Property Address Information”) of all apartments in its portfolio that are located in buildings built prior to 1978, and which are used to serve families with children. The Property Address Information file will not indicate the particular HRA Program(s) with which the addresses are associated. The file will not contain any identifiable client information.

- B. DHS’ ITS will store the Property Address Information sent by HRA in its EAM application for the purpose of generating work orders to be sent to contractors who will be tasked with performing lead testing work for each apartment unit in its portfolio, built prior to 1978, that serves families with children. If lead testing generates a positive result, a lead abatement work order will then be created through EAM directing a contractor to abate and restore specific unit(s).
- C. DHS’ ITS will code the Property Address Information provided by HRA in its EAM application to allow for the creation of agency-specific lead testing and abatement reports to ensure the proper management of the LeadFreeNYC plan. Only DHS’ ITS employees and/or consultants of DHS required to perform this function will be given access to the code for the purposes specified herein. HRA’s Property Address Information will be masked in the EAM system and will not be displayed in any work orders or in any EAM system generated reports or dashboards.
- D. The Parties shall share electronic files via an encrypted file through a Secure File Transfer Protocol (SFTP) account. The data shall remain in the encrypted file during the transfer and while it is received and held by the Parties.
- E. The Parties reserve the right to reject any future data requests, including requests for data which would be burdensome or disruptive to agency operations, or where release of the data would otherwise not be in accordance with applicable law, regulations policies, or agency purposes.

III. Legal Basis for Disclosure of Confidential Information

- A. Pursuant to Section 136 of the New York State Social Services Law and Part 357 of the implementing regulations, information relating to a person receiving public assistance may be disclosed by a public welfare official to another agency or person when the disclosure is reasonably related to the purposes of the public welfare program and the function of the inquiring agency, the confidential character of the nature will be maintained, and the information will not be used for commercial or political purposes.
- B. The implementing regulations provide enumerated legal exceptions that permit the disclosure of public assistance information in the absence of individual consent under limited circumstances. In accordance with 18 NYCRR §357.2(a), HRA may disclose confidential public assistance information in the absence of individual

consent for purposes directly connected with the administration of public assistance. Purposes directly connected with the administration of public assistance include the provision of services for applicants and recipients. 45 CFR §205.50(a)(1)(i)(A). HRA may disclose addresses of public assistance recipients to DHS for the purposes of lead inspection and abatement work planning to ensure safe living conditions for clients.

IV. Confidentiality

- A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA and DHS 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.
- B. All of the reports, information or data furnished to, or prepared, assembled, or be used under this Agreement are to be held confidential, and the same shall not made available to any individual or organization without the prior written approval by HRA or DHS as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- C. HRA and DHS agree 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 that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of any electronic or hard copy individually identifiable information that is created, received, maintained, or transmitted pursuant to this Agreement.
- D. The provisions of this Article shall remain in full force and effect following termination of, or cessation of, the services required by this Agreement.

V. Effect of Unauthorized Disclosure

- A. DHS shall timely report to HRA, in writing, any data security incident of which DHS becomes aware. A data security incident is an unauthorized use or disclosure of confidential or protected data that is not provided for by this Agreement, or any breach of unsecured protected data.
 - i. In the event of any unauthorized disclosure of HRA data, DHS shall immediately commence an investigation to determine the scope of the disclosure and immediately inform HRA following discovery of such incident. DHS shall be responsible for providing HRA with 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. A breach is considered discovered on the first day on which DHS, its contractors, subcontractors or any agent thereof, knows or should have known of such breach.

- ii. In the event of a data breach that originates from DHS, DHS is responsible for notifying 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 HRA and shall meet the requirements of applicable local, state and federal law. Upon the discovery of such data breach, DHS shall take reasonable steps to remediate the cause or causes of such breach. DHS shall be responsible for all costs associated with providing notification to all affected individuals when notification is required by law.
- iii. DHS recognizes that irreparable harm may result to HRA, and to the business of the City, in the event of any breach by DHS of any of the covenants and assurances contained in this Agreement.

B. A breach of this section shall constitute a material breach of this Agreement for which HRA may terminate this Agreement as indicated herein. If this Agreement expires or is terminated for any reason, DHS shall destroy all HRA data in its possession or shall return such data to HRA, unless otherwise authorized in writing by HRA. HRA reserves any and all other rights and remedies in the event of unauthorized disclosure.

VI. Termination

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

VIII. No Third Party Beneficiary

This MOU is intended solely for the benefit of the Parties and shall not be construed to confer any benefit upon any other third party, employee, or agent of the City of New York.

VII. 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.

VIII. 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.

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

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

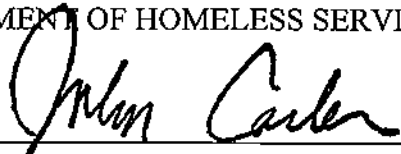
BY:  _____

NAME: Vincent Pullo

TITLE: Agency Chief Contracting Officer

DATE: 9/17/19

THE CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES

BY:  _____

NAME: JOSLYN CARTER

TITLE: DHS ADMINISTRATOR

DATE: 9/11/19