

**MEMORANDUM OF UNDERSTANDING
BY AND AMONG THE
NEW YORK CITY HUMAN RESOURCES ADMINISTRATION
NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES
AND NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS**

**IN RELATION TO THE HOMELESS OUTREACH
AND MOBILE ENGAGEMENT STREET ACTION TEAM**

This Memorandum of Understanding ("MOU") dated March, 1, 2016 ("Effective Date"), is entered into by and among the New York City ("NYC") Human Resources Administration ("HRA"), having offices at 150 Greenwich Street, New York, NY 10007; NYC Department of Homeless Services ("DHS"), having offices at 33 Beaver Street, New York, NY 10004; and the NYC Mayor's Office of Operations ("Operations"), having offices at 253 Broadway, New York, NY 10007 and 4 MetroTech Center, 19th Floor, Brooklyn, NY 11201 (together, the "Parties").

WHEREAS, Operations administers, in cooperation with HRA and DHS, the Homeless Outreach and Mobile Engagement Street Action Team initiative ("HOME-STAT"), which pairs existing homeless response and prevention programs in New York City with a set of new initiatives to better identify, engage, and transition New Yorkers living on the streets to appropriate benefits and services and, ultimately, permanent housing; and

WHEREAS, DHS contracts with certain not-for-profit organizations to deliver direct services on its behalf to the City's homeless population ("DHS Providers" or "Providers") in order to identify individuals in need of public benefits, services, and care, and provide them with such resources as appropriate, and the work of such agencies is integral to the HOME-STAT initiative; and

WHEREAS, Operations initiates and manages an array of technology initiatives and programs that help facilitate data exchange, integration, and analysis across agencies, programs, and neighborhoods, and has the technological resources and expertise to support HRA and DHS and its Providers in meeting HOME-STAT goals; and

WHEREAS, HRA and DHS require Operations' technical and operational support for HOME-STAT, in relation to client data management, integration, analysis, and for aggregate reporting; and

WHEREAS, DHS shall ensure that DHS Providers will share personally identifiable client information with Operations for such purposes and as specified herein; and

NOW THEREFORE, the Parties agree:

I. Term of Agreement

A. This term of this MOU shall be for one year from the Effective Date, unless sooner terminated as provided herein.

B. This Agreement may be renewed in writing for up to one (1) year upon the mutual consent of the Parties.

II. Data-Sharing Specifications

A. DHS shall ensure that, when required for the purposes of this MOU, DHS Providers will share personally identifiable data from the following sources (“HOME-STAT Data”) with Operations as necessary to support HOME-STAT goals, in accordance with the provisions set forth in Sections III and IV below:

1. DHS-CARES: Name; Social Security Number, Placement Status, Dates Seen, Social Security Income Status and Amount
2. HRA-WMS: Client Cash Assistance, Supplemental Nutrition Assistance Program (SNAP), and Medicaid data; Case Status; Individual/Family/Household Status; Type of Case (TANF, Safety Net, etc.); Budget Information
3. HRA-WMS Cash Assistance Payment File: Housing assistance data; homebound status, as applicable; housing payment information (e.g., “One-Shot” rental payments)
4. DHS Provider Data: Client demographic data; income data; permanent housing data; DHS contact data; mental health indicators recorded by DHS Providers’ outreach staff (Y/N); health data; substance abuse indicators (Y/N)

B. DHS shall ensure that DHS Providers electronically transmit HOME-STAT Data to Operations via box.com, a secure content and online file-sharing site, using a box.com account owned and operated by DHS-IT, with password access granted to Operations. DHS acknowledges that it has acquired a maximum security account with box.com.

C. Operations will, using an algorithm based matching tool, integrate discrete HOME-STAT datasets in order to (1) produce reports relating to the street homeless population, which will include aggregate data across DHS and Providers on various status indicators (e.g., number of shelter placements, number of individuals with active Cash Assistance cases); (2) create holistic case records on street homeless individuals, to be shared only with DHS and DHS Providers, in order to facilitate integrated case management; and (3) identify individuals currently receiving certain benefits, such as Cash Assistance, SNAP, Medicaid, housing subsidies, and shelter placements, to be shared with DHS and DHS Providers so that they may help determine eligibility of individuals not currently receiving such benefits, and assist them in securing these benefits as appropriate.

D. The Parties acknowledge that the use of box.com is intended as a temporary technical solution enabling HOME-STAT Data integration and analysis, given the urgency of understanding and addressing the City’s homeless population’s needs, while Operations, HRA and DHS actively pursue technical solutions using systems owned and operated by the City of New York.

E. Operations shall use HOME-STAT Data solely for the purpose of providing technical and operational support for HOME-STAT, including client data management, data integration, analysis, and aggregate reporting.

F. HRA and DHS reserve the right to reject any future data requests, including requests for data that would be burdensome or disruptive to the operations of HRA or DHS, or where release of the data would not be in accordance with applicable law, regulations, or City policies.

III. Legal Basis for Disclosure of Confidential Client Information

A. Public Assistance Records

Pursuant to New York State Social Services Law §136 and implementing state regulations at 18 NYCRR §357.3, confidential public assistance records may be disclosed by a public welfare official when the disclosure is reasonably related to the purposes of the public welfare program and the function of the inquiring agency, where the confidential character of the information is maintained and it is not used for political or commercial purposes, and relevant state and federal regulations (18 NYCRR §357.2, 45 CFR 205.50) permit the disclosure of public assistance data for purposes directly related to the administration of public assistance, defined to include, *inter alia*, providing services to public assistance recipients. Pursuant to New York State Social Services Law 369(4) and implementing regulations at 42 C.F.R. § 431.302, medical assistance information may be disclosed absent individual consent when the purpose for the disclosure is directly connected with the administration of the medical assistance program. Providing housing services for clients is defined as a purpose directly connected to the medical assistance plan. In addition, pursuant to the Health Information Portability and Accountability Act, the use and disclosure of protected health information is permitted for reviews preparatory to research if the researcher makes representations, either in writing or orally, that the use or disclosure of protected health information is sought solely to prepare a research protocol or for similar purposes preparatory to research, that the researcher will not remove any protected health information from the covered entity, and representation that protected health information for which access is sought is necessary for the research purpose. 45 C.F.R. § 164.512(i)(1)(ii). Operations will be performing research and evaluation activities because it will be using data submitted by DHS Providers for data analytic and statistical reporting purposes.

B. Substance Abuse Treatment Records

Substance abuse treatment records may be disclosed absent consent when the disclosure is made to "qualified personnel" for the purpose of conducting (1) scientific research; (2) management audits; (3) financial audits or (4) program evaluation. 42 U.S.C. § 290 dd-2(2)(B). However, such personnel may not identify either directly or indirectly, any individual patient in any report of such research, audit or evaluation or otherwise disclose patients' identities in any manner. 42 U.S.C. § 290 dd-2(b)(2)(B). Operations will be performing research and evaluation activities because it will be using data submitted by DHS Providers for data analytic and statistical reporting purposes.

Individually identifiable substance abuse treatment records may be disclosed to qualified research personnel who have an established research protocol. Operations will agree to maintain the information in accordance with the security requirements of 42 CFR § 2.16 of these regulations (or more stringent requirements) and make written assurances not to re-disclose the individually identifiable information, and will also provide written assurances to adequately protect the rights of the individuals who are the subject of the research. 42 CFR § 2.52.

The security requirements of 42 CFR § 2.16 require that written records which are subject to these regulations must be maintained in a secure room, locked file cabinet, safe or other similar container when not in use. 42 CFR § 2.16. Operations may not identify any individual in any report or otherwise disclose individual identities. The researcher must also destroy or return to the DHS Providers all individually identifying information at the completion of the study.

C. HIV-AIDS Information

The data disclosure authorized under this MOU shall not include any confidential HIV-AIDS information.

IV. Confidentiality

A. All personally identifiable information obtained, learned, developed, or filed in connection with this MOU, including data contained in official HRA, DHS, DHS Providers' and Operations files or records, shall be held as 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 provided herein and authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.

B. Other than for HOME-STAT-related purposes, all of the reports, information or data furnished to, or prepared, assembled, or used under this MOU are to be held confidential, and the same shall not be made available to any individual or organization outside of HOME-STAT without the prior written approval of HRA, DHS, and/or Operations, as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.

C. Operations 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 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 MOU.

D. The provisions of this Section shall remain in full force and effect following termination of, or cessation of, the services required by this MOU.

V. Effect of Unauthorized Disclosure

A. Operations agrees to report to HRA and DHS any unauthorized use or disclosure of HOME-STAT Data of which it suspects or becomes aware. Further, Operations agrees to

immediately report to HRA and DHS any data security incident of which it becomes aware, including a breach of unsecured HOME-STAT Data.

1. In the event of any unauthorized disclosure of HOME-STAT Data, Operations shall immediately commence an investigation to determine the scope of the disclosure and inform HRA and DHS following discovery of such incident. Operations will be responsible for providing HRA and DHS 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 Operations, its contractors, subcontractors or any agent thereof, knows or should have known of such breach.

2. In the event of a data breach, Operations will 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 agreeable to HRA and DHS that meets the requirements of applicable local, state and federal law.

3. Operations recognizes that irreparable harm may result to HRA and DHS, and to the business of the City, in the event of any breach by Operations of any of the covenants and assurances contained in this MOU. In the event of a breach of any of the covenants and assurances contained herein, HRA and/or DHS shall restrain Operations, its contractors, subcontractors or agents thereof, from any continued violation, including but not limited to termination of access to any identifiable HOME-STAT client data.

4. A breach of this Section shall constitute a material breach of this MOU for which HRA and/or DHS may terminate this MOU as indicated herein.

VI. Termination

A Party may terminate this MOU upon thirty (30) days prior written notice to the representative of the other Party, or as otherwise set forth in Section V above.

VII. No Third Party Beneficiary

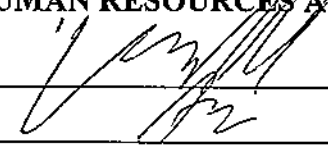
This MOU is intended solely for the benefit of the Parties and shall not be construed to confer any benefit upon any third party, employee, or agent of the City of New York.

VIII. Modification

This MOU 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.

IN WITNESS WHEREOF, the Parties have executed this MOU, the terms of which shall be in effect as of the Effective Date.


NYC HUMAN RESOURCES ADMINISTRATION

BY: 
TITLE: _____

NYC DEPARTMENT OF HOMELESS SERVICES

BY: _____
TITLE: _____

NYC MAYOR'S OFFICE OF OPERATIONS

BY: 
TITLE: Director

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 28 day of July 20 16, before me personally came Vincent Rocco, to me known and known to me to be _____ 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 on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon James Leonce
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, 2018

STATE OF NY)

:ss:

COUNTY OF NY)

On this 13th day of JULY 20 16, before me personally came MINDY THALOW, to me known, who, being by me duly sworn, did depose and say that (s)he resides at 253 Broadway, NY NY, that (s)he is the DIRECTOR of the MAYOR'S OFFICE OF OPERATIONS the agency corporation described in and which executed the above instrument.



[Signature]
NOTARY PUBLIC

STATE OF)

:ss:

COUNTY OF)

On this _____ day of _____ 20 _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of the _____, the corporation described in and which executed the above instrument.

NOTARY PUBLIC