

**Data Use Agreement**  
**Between**  
**The New York City Department of Homeless Services**  
**And**  
**Research Foundation for SUNY**

This **AGREEMENT** (“Agreement”) dated 12/1/16 (“Effective Date”) is made by and between the New York City Department of Homeless Services (“DHS”), having its principal office located at 33 Beaver Street, New York, New York 10004, and the SUNY Research Foundation, having its principal office located at 1400 Washington Avenue, Albany, NY 12222 (each a “Party,” and collectively the “Parties”). The Research Foundation for SUNY is acting on behalf of the Center for Human Services Research and the Institute for Health Services Evaluation at the University at Albany.

**WHEREAS**, there is an effort to evaluate the impact and outcomes of the Medicaid Redesign Team (MRT) Supportive Housing program funded by the NYS Department of Health, and to more specifically understand the long-term impact of stable housing on outcomes related to participant health and well-being, and costs related to health care utilization;

**WHEREAS**, The Research Foundation (RF) at the University at Albany is the fiduciary and contractual agent for this project and the evaluation team consists of the Center for Human Services Research (CHSR) and the Institute for Health Systems Evaluation (IHSE), both of the University at Albany, and CARES, Inc.;

**WHEREAS**, DHS’ mission is to prevent homelessness, provide short-term, emergency shelter, reduce street homelessness, and assist homeless individuals in exiting the shelter system, moving into permanent housing, and attaining greater self-sufficiency; and

**WHEREAS**, the Parties desire to collaborate, with DHS providing access to data, allowing the SUNY evaluation team to draw a comparison group to better understand the specific impact of supportive housing.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein set forth, the Parties agree as follows:

**ARTICLE 1. TERM AND TERMINATION**

- 1.1 **Term**. This Agreement shall be effective as of the Effective Date and shall terminate 2 years from the Effective Date.
- 1.2 **Right of Termination**. Each Party shall have the right to terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days written notice to the other Party.
- 1.3 **Effect of Termination**. Upon termination of this Agreement for any reason, the confidentiality provisions set forth herein shall continue to apply to the Data.

## **ARTICLE 2. PURPOSE OF AGREEMENT**

This Agreement sets forth the terms and conditions governing the arrangement between the Parties for sharing the Data, as well as the procedures for security, transfer, use, retention, ownership, and confidentiality of the Data.

## **ARTICLE 3. SCOPE OF WORK**

3.1 “Data” shall mean the data produced by DHS to the Research Foundation for SUNY, as defined herein as: HMIS demographic, program and metadata elements for Adults in Emergency Shelter, Transitional Housing and Permanent Housing projects to the Research Foundation for SUNY in order to facilitate the creation of a valid and comparable control group for MRT Supportive Housing project participants. Depending on feasibility and other factors, the “Data” produced by DHS to the Research Foundation for SUNY will include some or all of the variables listed in sections 3.1.a, 3.1.b, and 3.1.c below.

a. Demographic Data Elements include:

Personal ID	Residence Prior to Program Entry
Last Name	Length of Stay at Prev Residence
First Name	Approximate Date Started (of homelessness)
Middle Name	Number of times the client has been on the streets, in ES, or SH in the past three years
Suffix	
Name Data Quality	Total number of months homeless on the street, in ES, or SH in the past three years
SSN	
SSN Data Quality	Disabling Condition
Date of Birth	Chronically Homeless
Birthdate Data Quality	Destination
Gender	Other Destination
Race	Entry Data
Ethnicity	Discharge Date
Relation to Head of Household	Project Entry ID
Household ID	Exit ID
Housing Status	

b. Program Data Elements include:

Project CoC ID	Organization ID
CoC Code	HMIS Project Type
Project ID	Target Population
Project Name	

c. Metadata elements include:

Export ID	Data Updated
Data Created	

- 3.2 DHS shall provide Data to the Research Foundation for SUNY on two occasions; during an initial data transfer, and twelve months later, to refresh the comparison groups as needed.
- 3.3 The Research Foundation for SUNY shall use the Data provided by DHS, in conjunction with other data sets, to compose an appropriate comparison group; all other evaluation and analysis will be completed using de-identified data.
- 3.4 The Research Foundation for SUNY shall also provide, through the assistance of CARES, Inc., subcontractors on the project, technical assistance to DHS related to exporting the required elements from the NYC HMIS, either remotely or in person. CARES, Inc. will advise DHS on the process of generating an export using a standard format provided by the HMIS software and will provide a Microsoft Access tool that will allow for the automatic removal of data elements not requested by the Research Foundation for SUNY.
- a. The Research Foundation for SUNY will facilitate the secure transfer of data via a secure, dedicated server.
  - b. The Research Foundation for SUNY will store and dispose of all data in accordance with IRB-approved University policy, and state and federal law including the Health Insurance Portability and Accountability Act (HIPAA) and 45 CFR Parts 160 and 164.
  - c. The Researchers will share the details of their proposed method for composing a comparison group with the DSS Office of Evaluation and Research for review and comment in advance of conducting the analysis.
  - d. The Researchers will furnish preliminary findings to the DSS Office of Evaluation and Research for review and comment in advance of release to any other party, including all relevant materials (tables, statistics, etc).

#### **ARTICLE 4. 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, public assistance records and 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 information will be maintained, and the information will not be used for commercial or political purposes.
- b. The implementing regulations provide enumerated legal exceptions to confidentiality that permit the disclosure of public assistance records under limited circumstances. In accordance with 18 NYCRR §357.2(a), DHS may disclose confidential public assistance data in the absence of individual consent, to another agency or person DHS has determined is legally entitled to this data, for purposes directly connected to the administration of public assistance. Additionally, pursuant to NY Public Officers Law §96-a(3), the use or release of a social security account number is permitted for internal verification, fraud investigation, or administrative purposes. According to federal regulation 45 CFR §205.50, purposes directly

connected with the administration of public assistance include establishing eligibility, determining the amount of assistance, and providing services for applicants and recipients.

- c. The disclosure of confidential DHS data, including social security account numbers, to the Research Foundation for SUNY is directly connected with the administration of public assistance because the purpose of the disclosure is to allow the SUNY evaluation team to draw a comparison group to better understand the impact of supportive housing services on homelessness prevention and reduction, so that outcomes and services for public assistance applicants and recipients may be improved.

## **ARTICLE 5. DATA SECURITY AND SAFEGUARDS**

5.1 **Access Authorization.** DHS and the Research Foundation for SUNY agree that they will restrict access to the Data to only those DHS and Research Foundation for SUNY authorized employees and/or authorized vendor/contractor staff who need access to the Data to perform tasks in connection with this Agreement.

5.2 **Safeguards to Protect the Data.** DHS and the Research Foundation for SUNY shall take all reasonable measures to safeguard and keep the Data confidential and secure, including but not limited to (a) storing the Data in access restricted files; (b) creating a password or encryption system to obtain and restrict access to the Data; (c) keeping any hard copy versions of the Data in locked areas with restricted access; and (d) ensuring that only those individuals referenced in paragraph 5.1 above shall have access to the Data and (e) creating a firewall to protect the Data so that no third party, other than those referenced in paragraph 4.1 above, is allowed access to the Data.

### 5.3 **Confidentiality.**

- a. DHS and the Research Foundation for SUNY shall maintain the security and confidentiality of all Data they receive in connection with this Agreement, and shall comply with all DHS and the Research Foundation for SUNY's security requirements and all applicable laws, rules, and regulations pertaining to the confidentiality, privacy, and security of the Data received, generated, used, or held in the course of its performance under this Agreement.
- b. Neither DHS nor the Research Foundation for SUNY shall re-disclose the Data in any individually identifiable form, or in a form in which an individual could reasonably be identified, to anyone not immediately involved with the work under this Agreement without prior written approval or as permissible under applicable laws, rules, and regulations.
- c. All DHS and Research Foundation for SUNY staff and DHS and Research Foundation for SUNY's vendor/contractor staff must maintain the confidentiality of the Data in accordance with this Agreement and all applicable laws and regulations, including but not limited to, New York State Public Health Law and New York Social Services Law, and their implementing regulations.
- d. DHS and the Research Foundation for SUNY shall ensure that all employees and vendor/contractor staff who have access to the Data are aware of the confidentiality and

security requirements and restricted use of the Data and the penalties for its unauthorized use or release.

- e. DHS and the Research Foundation for SUNY shall ensure that all confidential information contained in or derived from the Data will remain confidential even after this Agreement expires and even when an authorized user is not working with the Data (including post-employment).
- f. DHS and the Research Foundation for SUNY shall manage the Data in compliance with all Federal, State, and City laws, rules, and regulations governing the confidentiality and security of the Data.

5.4 **Effect of Unauthorized Disclosure.** In the event of any breach, as defined below, involving the Data or any reports, drafts, information, plans, or documents derived from the Data, furnished to, prepared by, assembled, or used by DHS and the Research Foundation for SUNY or any of its employees, agents, volunteers, consultants, or vendors/contractors, the Party where the breach occurred will (a) advise the non-breaching Party of the incident within 24 hours of discovery, (b) safeguard or destroy the information that would identify the individual, as requested by the non-breaching Party, (d) forward a written incident report to the non-breaching Party expeditiously and not (re)disclose the identity of the individual to anyone else; and (e) take reasonable steps to remediate the cause or causes of such breach, and provide written notice to the non-breaching Party of such steps. For the purposes of this subsection, a breach is a situation or event which, intentionally or unintentionally, results in any of the Data being improperly released or removed from DHS' or the Research Foundation for SUNY's custody or where there is other evidence of willful/intentional or accidental/unintentional misuse. A breach is considered discovered on the first day on which the Party knows or should have known of such breach.

5.5 **Supervision of Data.** The Data and all records/reports derived from the Data shall remain under the immediate supervision and control of authorized DHS or the Research Foundation for SUNY's employees or vendor/contractor supervisory personnel in a manner that will protect the confidentiality of the Data and all information and records derived from the Data. DHS or the Research Foundation for SUNY will further ensure that unauthorized persons cannot retrieve any such information and records by computer, remote terminal, or other means.

5.6 **Data Transfer.** The Data shall be securely transferred between DHS and the Research Foundation for SUNY via secure FTP transmission and stored in an encrypted schema on DataBridge.

5.7 **Data Retention/Disposition.** DHS or the Research Foundation for SUNY shall retain the Data only so long as may be necessary to effectuate the purposes of this Agreement. As soon as the purposes for the Data regarding any individual have been accomplished, DHS or the Research Foundation for SUNY and their vendors/contractors will destroy the Data without a trace in order to prevent unauthorized access or use.

5.8 **Restrictions on Use of Data.** DHS, the Research Foundation for SUNY, or their vendors/contractors may **NOT**:

- a. Use the Data for any purpose other than to effectuate the purpose of this Agreement;
- b. Examine or permit any other entity to examine the Data unless such examination is required by an authorized user in the performance of his/her official duties or responsibilities;
- c. (Re)disclose any identifying or personal information in the Data to any unauthorized person, including other staff;
- d. Enable or permit the Data to be accessed by any person who does not have a direct need and purpose for working with the Data;
- e. Enable or permit the Data to be accessed by any person who does not consent to abide by all the terms of this Agreement;
- f. Use the Data or allow the Data to be used for research purposes.

#### **ARTICLE 6. MODIFICATION**

The Parties agree that this Agreement may be amended only by the mutual written agreement of the Parties.

#### **ARTICLE 7. NOTICES**

All notices and requests required or permitted to be made under this Agreement by either Party to the other shall be in writing, directed to the address of the Parties as follows, either in person, by courier, by facsimile (and promptly confirmed by personal delivery or courier), or by certified mail, return receipt requested, and shall be effective upon delivery:

**DHS/DSS:** New York City Department of Social Services  
150 Greenwich Street, 42<sup>nd</sup> Floor  
New York, NY 10007  
Attention: Kinsey Dinan

**PARTY:** Research Foundation for SUNY  
Attn: Adrienne D. Bonilla, Esq.  
Pre-Award and Compliance Services  
1400 Washington Avenue, MSC 312  
Albany, NY 12222

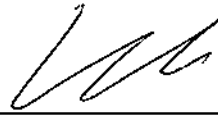
**ARTICLE 8. SURVIVAL**

Notwithstanding any other provision of this Agreement, the following sections shall survive termination of this Agreement: 1.3, 4.1 – 4.7.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year appearing below their respective signatures.

NEW YORK CITY DEPARTMENT OF  
HOMELESS SERVICES

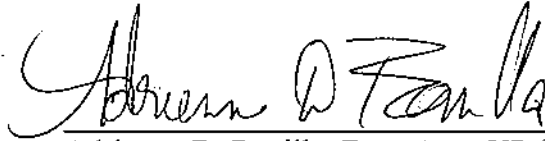


---

Bill Dorante - Acting Deputy Commissioner

*Vincent R. B. - Act*

RESEARCH FOUND FOR SUNY, UNIVERSITY  
AT ALBANY



---

Adrienne D. Bonilla, Esq., Asst. VP for Research



ACKNOWLEDGEMENTS:

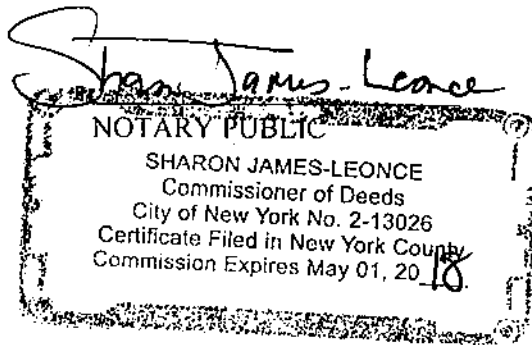
STATE OF NEW YORK )

:ss:

COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of January 20 17, before me personally came Vincent Pulla, to me known and known to me to be

ACCO of the Human Resources Administration / City of NY, 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.



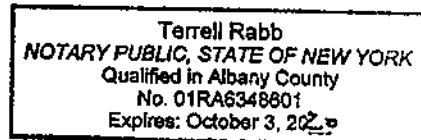
STATE OF ) NEW YORK)

:ss:

COUNTY OF ) ALBANY)

On this 17<sup>th</sup> day of January 20 17, before me personally came Adrienne D. Bonilla, to me known, who, being by me duly sworn, did depose and say that (s)he resides at 77 N. Pine Ave., Albany, NY, that (s)he is the Asst. I.P.S. Research of the RFS of SUNY at the University at Albany the corporation described in and which executed the above instrument.

Terrell Rabb  
NOTARY PUBLIC



XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX