

**INTRA-CITY AGREEMENT
BETWEEN
AND
THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/HUMAN RESOURCES
ADMINISTRATION
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

This Intra-City Agreement (“Agreement”) effective as of September 27, 2019 (the “Effective Date”), is made by and between the New York City Department of Homeless Services (“DHS”), located at 33 Beaver Street, New York, New York 10004, the New York City Department of Social Services/Human Resources Administration (“HRA”), located at 150 Greenwich Street, New York, New York 10007, and the New York City Department of Youth and Community Development (“DYCD”) with an office at 2 Lafayette Street, 21st Floor, New York, New York 10007 (individually, “a Party,” collectively “the Parties”).

WITNESSETH:

WHEREAS, CityFHEPS is a rental assistance supplement program, administered by HRA that helps individuals and families find and keep housing; and

WHEREAS, HRA on October 29, 2018 published a rule for eligibility for CityFHEPS vouchers, after publishing the rule for, and taking, public comments on the proposed rule; and

WHEREAS, pursuant to Chapter 10 of Title 68 of the Rules of the City of New York (“RCNY”), one way in which people may qualify for eligibility for CityFHEPS is referral from a CityFHEPS-qualifying program, such as the DYCD-funded Runaway and Homeless Youth program services system (“RHY system”); and

WHEREAS, DHS operates citywide shelters for homeless individuals and families; and

WHEREAS, DHS seeks data from DYCD on households in shelter who are potentially eligible for CityFHEPS pursuant to eligibility criteria established by HRA for City agency referrals under 68 RCNY §10-04(a)(8)(B)(iii); and

WHEREAS, the Parties wish to enter into an agreement to set forth the conditions under which DYCD will share certain data with DHS for the purposes set forth herein; and

NOW, THEREFORE, the Parties hereto agree as follows:

Article I: Term

The term of this Agreement shall be from the Effective Date until any Party elects to terminate the Agreement as provided herein.

Article II: Purpose

To determine eligibility for CityFHEPS, various criteria must be assessed. Prior and/or current homelessness is one factor that HRA considers for determining eligibility for CityFHEPS, and potentially expediting CityFHEPS vouchers for eligible applicants. In facilitating access to CityFHEPS rental assistance for DHS clients, DHS seeks to obtain relevant data from the RHY system, and to use the data provided by DYCD to verify shelter history for the purpose of determining eligibility for CityFHEPS. This Agreement establishes the conditions under which DYCD will provide RHY system data to DHS.

Article III: Data Sharing Specifications

- A. DHS shelter providers will identify potentially eligible clients who may have had a stay in the RHY system pursuant to eligibility criteria established by HRA for City agency referrals under 68 RCNY §10-04(a)(8)(B)(iii) based on information provided by the DHS client. In order to verify their information, DHS shelter providers will obtain a consent from potentially eligible individuals described in Paragraph D below, in the form attached hereto as **Exhibit A**, and will provide the consent to DYCD. The consent form will indicate that the individual agrees to DYCD sharing with DHS information on that individual's history within the RHY system.
 - a. The form attached hereto as **Exhibit A** may be updated to reflect successors in the named DYCD and DHS staff and titles; otherwise, the form will remain in substantially the same format and may not be altered without approval by DYCD.
- B. On a weekly basis, DHS will send to DYCD via secure email a list of names of potentially eligible individuals, along with the signed consent form for each individual. DYCD will then share whether or not the individuals on the list provided by DHS: (1) have a history of having stayed within the RHY system, and (2) if so, the length of stay within the RHY system.
- C. After DYCD provides the RHY system information to DHS, CityFHEPS vouchers for eligible applicants may be expedited by DHS.
- D. Potentially eligible individuals, as determined by HRA, currently includes people under the age of twenty-four (24) who are currently housed in a DHS shelter and who, according to DHS records, had a prior stay at DHS as a child, or who are a parent with child or who have given birth within nine (9) months of entering a DHS shelter, and indicate that they had a stay within the RHY system. In the event that HRA modifies its eligibility criteria, HRA will provide thirty (30) days advance written notice to DYCD. Notwithstanding the foregoing, any such modification will not alter the data being shared hereunder nor the purpose of the data sharing and shall be for internal use in determining potentially eligible clients.
- E. Each Party shall be solely responsible for all costs and expenses incurred by such Party in connection with its performance under this Agreement.

Article IV: Confidentiality

- A. All information obtained, learned, developed, or filed in connection with this Agreement shall be used by DHS solely for the purposes described in Article III, and for no other purpose. A breach of this provision shall result in the immediate termination of this Agreement.
- B. All information obtained, learned, developed, or filed in connection with this Agreement which is not already accessible to the public, including data contained in official DHS and DYCD 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. No personally identifiable information shall be used in any reporting or shared with any third parties.
- C. All of the reports, information or data furnished to, or prepared, assembled, or used 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 of DHS and/or DYCD, as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- D. Reports prepared or assembled with, or using aggregate, de-identified level data in the aggregate may be done so without the prior written approval of DHS and/or DYCD, as appropriate. However, any such reports prepared or assembled with, or using aggregate data to be shared with third parties are to be shared with DYCD for informational purposes prior to sending to such third parties.
- E. The information provided by DYCD will be seen and reviewed only by the Housing Referrals and Processing Unit at DHS, and then only on a need-to-know basis by individual DHS employees within this unit.
- F. DYCD will not be involved in making any of the determinations made by DHS as set forth in Article III, Section C; however, those determinations may be shared with DYCD after the fact.
- G. By entering into this Agreement, each Party affirms that its respective Agency Chief Privacy Officer has reviewed this Agreement and determined that any collection and/or disclosure by it of identifying information, as defined by Local Laws 245 and 247 of 2017, is routine. Each of the Parties further affirms that it will seek review and approval from the City Chief Privacy Officer for any non-routine collection and/or disclosure of identifying information, where necessary.
- H. DHS shall ensure that physical, technological, and procedural safeguards are in place pursuant to NYC Cyber Command and the Department of Information Technology and Telecommunications (“DoITT”) security standards and requirements for data security set

forth by DoITT to protect the security of the data including, but not limited to, ensuring that all DHS personnel understand their obligations under this Agreement and applicable laws, regulations, and executive orders.

- I. DHS shall notify DYCD in writing within forty-eight (48) hours, or sooner if practicable, of discovering a suspected or actual unauthorized use or disclosure of DYCD RHY data by its personnel or any third party who gained unauthorized access to the DYCD RHY data, so that the Parties can investigate the incident, and DHS shall take all necessary steps to prevent or mitigate damages related thereto. In the event that such unauthorized use or disclosure requires notice to the affected individuals pursuant to federal, state, or local law, DHS shall be responsible for providing such notification to all affected individuals.
- J. Upon termination of this Agreement, DHS shall immediately destroy all DYCD RHY data in its possession in such a manner that retrieval of any information stored therein is impossible. 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 V: Modification

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

Article VI: Termination

The Agreement may be terminated by any Party upon thirty (30) days' written notice to the other Parties.

Article VII: Notices and Communication

All notices and requests hereunder by any Party shall be in writing, and except as otherwise specified in the 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:

To DHS:

Attn: Sheila Corbin
Executive Director, Housing Referrals and Processing Unit
NYC Department of Homeless Services
33 Beaver Street, 14th Floor
New York, NY 10004

To HRA:

Attn: Sara Zuiderveen
Deputy Commissioner, Homelessness Prevention Administration
NYC Department of Social Services/Human Resources Administration
150 Greenwich Street, 31st Floor
New York, NY 10007

To DYCD:

Attn: Caroline Press
General Counsel
NYC Department of Youth and Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007

Article VIII: Entire Agreement

This Agreement and its attachments represent the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations, understandings, promises or agreements which are not included herein.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

**CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES**

By 
Vincent Pullo
Agency Chief Contracting Officer

Date 10/4/19

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

By 
~~Vincent Pullo~~
~~Agency Chief Contracting Officer~~

Date 10/20/19

**CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY
DEVELOPMENT**

By 
Caroline Press
General Counsel

Date 9/27/19

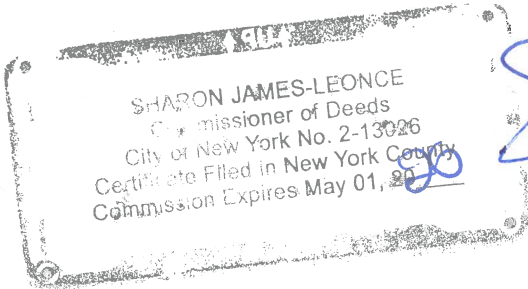
ACKNOWLEDGMENTS:

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

On this 4th day of October, 2019, before me personally came Vincent Gallo, to me known and known to me to be NCCO of the NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES, 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.



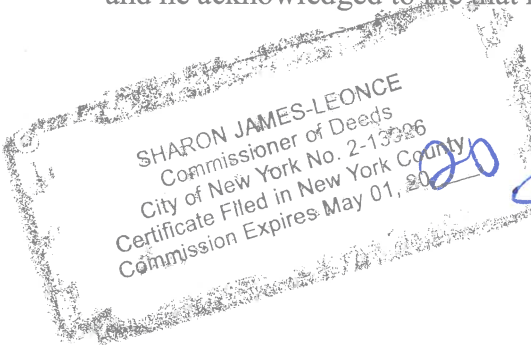
Sharon James Leonce
NOTARY PUBLIC

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

On this 4th day of October, 2019, before me personally came Martha A. Cathou, to me known and known to me to be General Counsel of the NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/HUMAN RESOURCES ADMINISTRATION, 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

STATE OF NEW YORK)

: SS:

COUNTY OF NEW YORK)

On this 27th day of September 20 19, before me personally came CAROLINE PRESS, to me known and known to me to be the GENERAL COUNSEL of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same for the purpose therein mentioned.



NOTARY PUBLIC

PENNEY VACHIRAPAPUN
Notary Public, State of New York
No. 02VA6165192
Qualified in New York County
Commission Expires May 7, 2023

EXHIBIT A

Questionnaire and Consent Form to Share Information for CityFHEPS Eligibility Assessment

1. Did you ever stay at a residential program for runaway and homeless youth (“RHY”) in New York City?
2. If yes, what is the name of the program with which you stayed? We are asking for this information because we may be able to use the length of time that you stayed at the residential program for RHY to reduce the time it takes for you to be eligible for a CityFHEPS shopping letter.
3. If you did not stay a residential program for RHY, you do not need to sign this consent form.
4. If you did stay or think you may have stayed at a residential program for RHY, please read the below consent.

I, _____ (*client*), give permission to _____ (name and title of NYC Department of Homeless Services (“DHS”) contracted provider staff member) to release my name and date of birth to Tracey Thorne, Director of Runaway and Homeless Youth Programs, Vulnerable and Special Needs Youth, of the NYC Department of Youth and Community Development (“DYCD”), for the purpose of verifying whether I had a stay within the DYCD-funded network of program services, and, if I did have a stay, the length of time of my stay so that DHS can assess my eligibility for CityFHEPS.

I then give Tracey Thorne, DYCD Director of Runaway and Homeless Youth Programs, Vulnerable and Special Needs Youth, permission to release my name, date of birth, whether I had a stay within the DYCD-funded network of program services, and, if I did have a stay, the length of my stay with the DYCD-funded network of program services, to Sheila Corbin, Executive Director of the Housing Referrals and Processing Unit of the NYC Department of Homeless Services (“DHS”). As above, this information is being released for the purpose of verifying my length of stay within the DYCD-funded network of program services so that DHS can assess my eligibility for CityFHEPS.

I understand that I can change my mind about releasing this information. I understand that if the information has already been released, I cannot ask to take it back again. I understand that this consent is valid for a period of one (1) year, beginning on _____ (*date of client's signature*). I understand that I have a right to receive a signed copy of this form.

Client's signature

Provider staff's signature (witness to client's signature)

Date