

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
NEW YORK CITY DEPARTMENT FOR THE AGING  
AND  
NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES**

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This Memorandum of Understanding ("MOU"), effective as of August 18, 2023 (the "Effective Date"), is made by and between the New York City Department for the Aging ("NYC Aging"), with offices at 2 Lafayette Street, New York, New York 10007; and the New York City Human Resources Administration/Department of Social Services ("HRA/DSS"), with offices at 150 Greenwich Street, New York, New York 10004 (each a "Party," together, the "Parties").

**WITNESSETH:**

**WHEREAS**, NYC Aging is committed to creating a community-care approach to providing social services, including housing support services for the diverse older adult population of New York City;

**WHEREAS**, HRA provides temporary help to individuals and families with social service and economic needs, including the operation of housing support and assistance programs; and

**WHEREAS**, Local Law 20 of 2023 (New York City Administrative Code § 21-212) mandates that NYC Aging establish a housing support program that serves the needs of income-eligible older adults who are being threatened with eviction or foreclosure, a goal which is shared between NYC Aging and HRA/DSS; and

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

**ARTICLE 1. TERM, MODIFICATION AND TERMINATION**

- A. This MOU shall commence as of the Effective Date and shall remain in effect until terminated by the Parties ("Term").
- B. This MOU may only be modified by written agreement signed and executed by both Parties, and may not be altered or modified orally.
- C. Either Party may terminate this MOU by giving sixty (60) days' written notice to the other Party.

**ARTICLE 2. SCOPE OF WORK – NYC AGING**

- A. Case Management Services. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted service providers, shall:
  - 1. Conduct initial assessments of older adults who are experiencing housing concerns related to the threat of eviction or foreclosure, engaged in eviction proceedings, or foreclosure proceedings;
  - 2. Determine whether there is an open eviction matter in Housing Court or an active foreclosure proceeding; and
  - 3. Send referrals of such individuals to HRA/DSS.

- B. Intake. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted providers, shall:
  - 1. Conduct intake as a part of regular services to older adults; and
  - 2. Receive referrals from Manhattan, Brooklyn and Queens Housing Courts for older adults in need of social support and services.
- C. Referrals for Assistance. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted providers, shall provide connections to its contracted legal services providers, referrals for Adult Protective Services ("APS") evaluations, applications for the Senior Citizen Rent Increase Exemption ("SCRIE") program, or other services to prevent eviction and foreclosure provided by or through NYC Aging and its contracted providers.
- D. Assistance Completing Applications or Forms. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted providers, shall support older adults with completing applications as needed, but will be supplemented by HRA/DSS staff who will support more complex applications/circumstances.
- E. Eviction and Foreclosure Support and Ongoing Monitoring. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted providers, shall provide older adults who are at threat of eviction or foreclosure with assistance and support as needed.
- F. Online Portal. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted providers, shall note when an older adult, who has otherwise accessed NYC Aging's network of services, has been referred to HRA/DSS for additional/supplemental housing support.
- G. Dedicated Phone Line. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted providers, shall provide the HRA OneNumber, the City's Tenant Help Line, and 311 to older adults who contact NYC Aging and its network of contracted providers requiring housing support and assistance.
- H. Ongoing Outreach. During the Term of this MOU, NYC Aging, both through direct services and through its network of contracted providers, shall conduct ongoing outreach and education to promote awareness of the housing support program.

### **ARTICLE 3. SCOPE OF WORK – HRA/DSS**

- A. Case Management Services. During the Term of this MOU, HRA/DSS, both through direct services and through its network of contracted providers, shall receive referrals for older adults who have been determined by NYC Aging and/or its network of contracted providers to require the assistance of the Office of Civil Justice ("OCJ").
- B. Intake. During the Term of this MOU, older adults shall be screened for eligibility for legal services as follows:
  - 1. OCJ staff shall screen older adults and conduct intake as appropriate in Manhattan, Brooklyn and Queens; and
  - 2. HRA/DSS' contracted legal services providers shall screen older adults and conduct intake as appropriate in the Bronx and Staten Island.

- C. Referrals for Assistance. During the Term of this MOU, HRA/DSS, both through direct services and through its network of contracted providers, shall evaluate the cases of older adults seeking services, and determine appropriate levels of assistance.
- D. Assistance Completing Applications or Forms. During the Term of this MOU, HRA/DSS, both through direct services and through its network of contracted providers, shall:
1. Work with older adults connected to the Homeless Prevention Administration ("HPA") program to complete necessary applications or forms; and
  2. Assist older adults complete applications for assistance through existing HRA/DSS programs such as CityFHEPS, FHEPS, the Homebase Program, and necessary applications under the HPA.
  3. Be available to give updates to older adults completing applications.
- E. Eviction Support.
1. As set forth in Article 3(B) above, during the Term of this MOU, HRA/DSS, through its OCJ and its network of contracted providers, shall direct eligible older adults to appropriate resources.
- F. Online Portal. During the Term of this MOU, HRA/DSS shall provide older adults seeking agency services access to and the ability to track their individual application progress in the ACCESS HRA portal.
- G. Dedicated Phone Line. During the Term of this MOU, HRA/DSS shall provide additional information and resources to older adults seeking housing assistance and support via the HRA/DSS intake telephone line and the City's Tenant Help Line.

#### **ARTICLE 4. RETENTION OF RECORDS**

The Parties and their contracted providers shall retain all books, records, and other documentation relevant to this MOU for a period of six (6) years after the termination of this MOU, whichever is later. Any city, state, and federal auditors and any other persons duly authorized by either Party shall, with reasonable notice to the other Party, have full access to and the right to examine any of said materials during said period.

#### **ARTICLE 5. NOTICES**

All notices and all other documentation required to be given under the terms of this MOU, or which either Party may desire to give to the other, shall be in writing via email, registered or certified mail, overnight mail, express mail, or other overnight delivery services that provides a receipt to the sender, and shall be sent to the following addresses:

##### **To NYC Aging:**

NYC Department for the Aging  
2 Lafayette Street, 7<sup>th</sup> Floor  
New York, NY 10007  
Attn: Penney Vachirapapun, General Counsel  
Email: [pvachirapapun@aging.nyc.gov](mailto:pvachirapapun@aging.nyc.gov)



With a copy to:

NYC Department for the Aging  
2 Lafayette Street, 6<sup>th</sup> Floor  
New York, NY 10007  
Attn: Molly Bernstein, Senior Director, Elder Justice  
Email: [mbernstein@aging.nyc.gov](mailto:mbernstein@aging.nyc.gov)

To HRA/DSS:

NYC Human Resources Administration/Department of Social Services  
150 Greenwich Street  
New York, NY 10004  
Attn: Office of Civil Justice  
Email: [civiljustice@dss.nyc.gov](mailto:civiljustice@dss.nyc.gov)

#### **ARTICLE 6. COMPLIANCE WITH LAW**

- A. The Services rendered under this MOU shall be performed in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations as are in effect at the time such services are rendered including, without limitation, the Civil Rights Act of 1964, as amended by Executive Order 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.
- B. Pursuant to Local Law 40 of 2011, the Parties understand that this MOU may be posted on NYC.gov within thirty (30) days of execution.

#### **ARTICLE 7. MISCELLANEOUS**

- A. Complete Agreement. This MOU 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 MOU shall be deemed to exist or to bind any of the Parties hereto, or to vary any terms contained herein. No waiver of any provision of this MOU shall be effective unless it is in writing and signed by the Party against whom it is sought to be enforced.
- B. Counterparts. This MOU may be executed in any number of electronic counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- C. Survival. The terms of this Agreement that by their nature and from the context thereof should survive the expiration or other termination of this Agreement shall remain in effect after the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this MOU effective as of the date first written above.

CITY OF NEW YORK  
DEPARTMENT FOR THE AGING

*Penney Vachiraprapun*

Penney Vachiraprapun  
General Counsel

4/4/2024

Date

HUMAN RESOURCES ADMINISTRATION /  
DEPARTMENT OF SOCIAL SERVICES

*Ann Marie Scalia*

Ann Marie Scalia  
General Counsel

4/4/2024

Date