

**MEMORANDUM OF UNDERSTANDING**  
**AMONG AND BETWEEN THE**  
**NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS**  
**NEW YORK CITY DEPARTMENT OF**  
**HOUSING PRESERVATION AND DEVELOPMENT**  
**AND**  
**NEW YORK CITY HUMAN RESOURCES ADMINISTRATION**  
**IN RELATION TO**  
**THREE-QUARTER HOUSES**

This Memorandum of Understanding ("MOU") dated May 1, 2015, confirms an understanding by and among the New York City Mayor's Office of Operations ("Operations"), New York City Department of Housing Preservation and Development ("HPD"), and New York City Human Resources Administration ("HRA") (each a "Task Force Member" or "Party", and collectively the "Task Force Members" or "the Parties") concerning sharing of certain data related to "three-quarter houses" as such term is defined below.

**WHEREAS**, many low-income New Yorkers live in so-called "three quarter houses," which are unregulated, often illegally subdivided, and overcrowded housing units with substandard conditions;

**WHEREAS**, due to lack of viable options available at the \$215 State-set public assistance rent allowance, many vulnerable individuals rely on privately owned and operated three-quarter housing for basic housing needs; and

**WHEREAS**, the Task Force Members have committed to work together to identify three-quarter houses in New York City that are operating with unlawful or substandard conditions and address immediate safety concerns; and

**WHEREAS**, the Task Force's efforts include relocating some individuals on a voluntary basis out of such three-quarter houses to temporary housing sites, where they will receive assistance finding permanent housing and benefits (the "Project"); and

**WHEREAS**, as part of the Project, HRA intends to regularly share client identifiable data of individuals residing in such three-quarter houses ("Resident Data") with the other Task Force Members, after obtaining prior written individual consent, using a newly created secure web-based database housed at HRA ("Database"), and also directly by telephone or secure email in the case of emergencies; and

**WHEREAS**, the Task Force Members wish to specify the procedures for transmittal of Resident Data through the Database, as well as by telephone or secure email in the case of emergencies, and identify the legal bases for disclosure of such data; and

**WHEREAS**, this MOU is intended to set forth the understanding of Task Force Members and to provide guidance on how to proceed with the Project and is not intended to serve as a contract; and

**NOW, THEREFORE**, the understanding of the Parties is set forth below:

**Article I: Term**

This MOU is effective as of the date first above written, and shall remain in effect until terminated as provided herein.

**Article II: Data Sharing Specifications**

- A. General. In order to effectuate the goals of the Project, HRA shall review requests from Task Force Members, and, in its sole discretion, grant access as it determines to be appropriate to the Database to the authorized employees of Task Force Members ("Data Users"), with specified and limited rights of access, for purposes set forth in this Article. The protocols set forth in this MOU are required in order to comply with, and implement the statutory requirements pertaining to confidentiality as set forth in **Articles III and IV hereto**.
- B. When HRA has granted access, Data Users will access the Database as necessary to provide Task Force Members with Resident Data (the elements of which are listed below) for Residents the Task Force Members are relocating.
- C. Task Force Members and Data Users shall use the Resident Data solely for the purposes of determining the most effective case management services to assist Residents, determining Residents' eligibility for various housing options (including supportive housing), billing, and evaluating the case management and rapid rehousing process, the impact of rapid rehousing, and tracking outcomes, subject to Article IV hereto.
- D. HRA shall restrict Task Force Members' and Data Users' access to the Database such that they can only view the minimum amount and level of Resident Data required to perform their job functions in relation to this MOU. The data elements comprising the Resident Data to be disclosed by HRA for purposes of this Project may include, but are not limited to:
  - 1. Resident's first and last name;
  - 2. Resident's Social Security Number;
  - 3. Resident's Date of Birth;
  - 4. Resident's cellular phone number or email address, if applicable;
  - 5. Resident's former/original three quarter house address;
  - 6. Operator of Resident's former/original three quarter house;
  - 7. Source from which the Resident was referred to the former/original three quarter house;
  - 8. Date the Resident entered the former/original three quarter house address;
  - 9. Resident's new temporary housing address;
  - 10. Operator of Resident's new temporary housing address;
  - 11. Date the Residence entered the new temporary housing address; and
  - 12. Whether any of the following characteristics apply to the Resident:

- i. Veteran;
  - ii. SSI/SSD recipient;
  - iii. No treatment;
  - iv. NYS Parolee;
  - v. HRA client;
  - vi. NYC probation; or
  - vii. Special accommodation for residency.
- E. In emergency situations, as reasonably determined by HRA, HRA may disclose Resident Data directly to Operations by telephone or secure email, without the use of the Database, in order to protect the health and safety of a Resident. Such disclosure shall be conducted in conformance with the "Consent Form" attached hereto as **Attachment C**, signed by the Resident, and only between the staff at HRA and Operations whose job functions require such information to address the emergency.
- F. HRA shall compile the Resident Data as follows:
- The "Three-Quarter House Relocation Sheet" ("Sheet") is attached hereto as **Attachment A**. The Sheet will be completed by a substance abuse caseworker employed by an HRA contractor, who is authorized by HRA to collect such information in the course of performing its contracted duties. The Sheet will be completed prior to the Resident's relocation to a temporary residence, and will then be provided to the HRA Homelessness Prevention Administration ("HPA") for entry into the Database. Caseworkers will simultaneously have Residents sign the "Notice of Rights and Responsibilities" (**Attachment B**) and "Consent Form" (**Attachment C**), and upload these documents to the Database for the record. HRA may also enter emergency medical information obtained pursuant to Subsection E above into the Database, in accordance with the Notice of Rights and Responsibilities, and the Consent Form.
- G. Each Task Force Member shall:
1. Restrict access to Database and Resident Data to authorized Data Users who are under their direction and control at the time of their performance of any such services.
  2. Require that each Data User complete a Confidentiality Certification Form, before access to the Database or Resident Data is granted. Task Force Members shall provide HRA with a copy of each completed Confidentiality Certification Form, maintain a file of executed forms, and produce them for review upon HRA's request.
  3. Monitor the use of the Database by the Data Users to ensure that it is used in a manner and purpose consistent with this MOU.
  4. Ensure that all Resident Data disclosed under this MOU is secured in a manner that ensures its confidentiality, develop and require all Data Users to follow security procedures designed to keep Resident Data confidential, limit Database and Resident Data access to only Task Force Members and authorized Data Users, and ensure that all transfers of Resident Data are made in a secure manner, consistent

with the City of New York Citywide Information Security Policy set by the City Department of Information Technology and Telecommunications ("DOITT") and all applicable laws and regulations.

5. Comply with DOITT as well as HRA and New York City Department of Records and Information Services' (DORIS) record retention policies by ensuring that all physically or electronically created records or data pertaining to this MOU are properly maintained as permitted by law and are not deleted, lost, altered, or destroyed during the term of this MOU. Records shall include but are not limited to partially completed SNAP applications, telephone interviews, and related documentation.
  6. Retrieve or have Data Users retrieve from the Database only the specific data elements required by the Task Force Member for which access is authorized pursuant to this MOU and by applicable law.
  7. In the event this MOU is terminated, or its term expires, transfer all physically or electronically stored records or data pertaining to this MOU to HRA within thirty (30) days, unless otherwise instructed by HRA, using the physical, technical, and administrative protocols necessary to maintain the confidentiality and security of the data.
- H. HRA shall, upon approval of a request from a Task Force Member, create a user ID and password to allow the Task Force Member or a Data User to access the Database. HRA shall set rights and permissions restricting access to only those data elements necessary to perform the Task Force Members' or Data User's job functions, consistent with the purposes stated in this MOU. HRA reserves the right to require Data Users to sign a confidentiality form agreeing to comply with the data security provisions of this MOU.
- I. HRA reserves the right to reject any requests for Database access, including requests for which review would be burdensome or disruptive to the operations of HRA, or where release of the requested data would otherwise be inconsistent with applicable law, regulations, policies, or purposes of HRA.
- J. Once HRA has approved such access to the Database, HPD and their respective Data User employees shall have "view only" end user rights to the Database for the limited purposes of billing and payment. Once HRA has approved such access to the Database, Operations and their respective Data User employees shall have "view only" end user rights to the Database for the limited purposes of billing, payment, and occasionally sharing Resident medical information, consistent with the Consent Form (**Attachment C**) and when necessary to provide emergency services to Residents. HPD's and Operations' access to the Database shall be limited to a report in the Database that will indicate the name, date of birth, Social Security number, and temporary housing location of the relocated Residents, to the extent required for the aforementioned authorized purposes.
- K. Upon termination of this MOU for any reason, HRA shall disable the user IDs for Task Force Members and Data Users, unless otherwise stipulated in a successor MOU. Task Force Members shall notify HRA in writing if a Data User is no longer employed by the Task Force Member or no longer requires access to the Database, and HRA shall timely terminate Database access for that Data User upon receiving such notification.

### **Article III: Legal Basis for Disclosure of Confidential Resident Information**

- A. HRA's contracted caseworkers shall obtain Resident consent for the disclosure of all data contained in the Database by having Residents sign the Consent Form, attached hereto as **Attachment C**. The Consent Form permits a Resident's Cash Assistance records, Supplemental Needs Assistance Program records, Medicaid records, medical and mental health information, HIV-related information, domestic violence-related information, alcohol and substance abuse treatment records and case management services to be shared with the designated agencies listed in the form. Disclosure of Resident Data pursuant to this MOU shall be conducted within the limitations set forth in the Consent Form. No Resident Data for a particular Resident may be shared unless the Resident has signed a Consent Form.

### **Article IV: Confidentiality**

- A. Task Force Members may not re-disclose Resident Data to any persons or entities other than its authorized Data Users, except that Operations may disclose Resident Data to HPD to effectuate the goals stated in this MOU.
- B. Task Force Members and Data Users may not publish any data from the Database in any form or re-format the data, except as follows: in aggregate form, with no data identifiable to any one individual, as part of the written outcome evaluation report. Any and all published HRA data shall be sufficiently de-identified to eliminate the risk of re-identification of any Resident, and any such publication containing HRA data shall be subject to review and approval by HRA prior to release.
- C. Each Task Force Member and Data User shall hold all information, records or data obtained in the course of this Project as confidential and such data shall not be disclosed to any person, organization, agency or other entity except as provided for herein and by applicable law. Each Task Force Member and Data User shall abide by the provisions of any and all applicable federal, state and local laws and their implementing regulations, including but not limited to the New York State Social Services Law, the Federal Social Security Act, the Federal Health Insurance Portability and Accountability Act ("HIPAA"), the Federal Food and Nutrition Act, and any regulations promulgated thereunder, and all other confidentiality laws, regulations and requirements as may now be, or in the future may become, applicable. These authorities include but are not limited to: the New York State Social Services Law Sections 136, 367-b, 369, 372, 422, and 473-e, its implementing regulations, 18 NYCRR Parts 357, 360-8, 387.2, 403.9, 457.16, Article 27-F of the New York State Public Health Law (NY CLS Pub. Health §§ 2780, 2782), the New York Mental Hygiene Law Sections 22.05 and 33.13, Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, and the Health Insurance Portability and Accountability Act, 45 CFR Sections 160, 162 and 164, 42 USC §290dd-2, 42 CFR. Part 2.
- D. For purposes of this Project, no individually identifiable information obtained in the course of this Project shall be released to any other individual, agency, organization or entity without the prior written consent of HRA. Task Force Members and Data Users shall permit HRA to monitor their use of the data obtained from the Database or as

otherwise accessed pursuant to this MOU, including but not limited to promptly granting HRA access to their books and records upon request.

- E. Task Force Members and Data Users shall use appropriate safeguards to prevent the use or disclosure of any confidential and/or individually identifiable information, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and security of any electronic individually identifiable information that it creates, receives, maintains, or transmits pursuant to this MOU. Access or use of confidential and/or individually identifiable information shall be restricted to Task Force Members and Data Users required to use such data in performance of their duties pursuant to this MOU and upon the signing of a Confidentiality Certification Form agreeing to keep such data confidential and agreeing to adhere to the confidentiality terms and conditions stated herein.
- F. If any Task Force Member's individual official, employee, or Data User fail to abide by the Confidentiality Certification Form that he or she has signed or otherwise violate the confidentiality requirements pursuant to this Agreement, the Task Force Member shall review such failure for the purpose of instituting disciplinary action with respect to such individual as may be appropriate. This provision in no way limits the remedies available to HRA in the event that the Task Force Members, its officials, employees, or Data Users fail to abide by the requirements of this MOU, including but not limited to terminating this MOU and/or the Task Force Member's access to the Database.
- G. The confidentiality provisions of this MOU shall survive the termination of this MOU.

#### **Article V: Effect of Unauthorized Disclosure**

- A. Task Force Members shall immediately report in writing to HRA upon discovery or suspicion of any unauthorized use or disclosure of confidential or protected Resident Data from the Database, including individually identifiable information of which a Task Force Member becomes aware. Further, Task Force Members shall immediately report to HRA in writing upon discovery or suspicion of any data security incident of which a Task Force Member becomes aware, including but not limited to a breach of unsecured Resident Data. For purposes of this Article, "breach" shall mean the acquisition, access, use, or disclosure of confidential or protected data in a manner not permitted under this Agreement, whether intentional or unintentional, that compromises the security or privacy of that data.
- B. In the event of an unauthorized disclosure of Resident Data or if a Task Force Member knows or has reason to believe that such data may have been disclosed to entities or persons without proper authorization, including such disclosure by a Data User, the Task Force Member shall:
  - (a) Immediately commence an investigation to determine the scope of the unauthorized disclosure to determine if a data breach occurred and shall draft an incident report containing such findings, including the identity and number of individual(s) whose protected data was, or is reasonably believed to have been the subject of the breach.

- (b) Immediately notify HRA in writing of the breach when it is discovered, and provide a complete written report of the incident no later than five (5) calendar days after discovery.
- (c) Promptly notify the affected individual(s) about a breach of Resident Data, as soon as possible but not later than sixty (60) calendar days after discovery of the breach, 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. In the event of a breach of HIPAA protected health information, HRA will be responsible for notifying the Secretary of Health and Human Services of the data breach, as required by regulation.

**Article VI: Modification**

Any modification or amendment of this MOU shall be in writing and signed by all Parties. Notwithstanding any modifications or amendments, all other provisions of the MOU shall remain in force.

**Article VII: Termination**

- A. The MOU may be terminated by HRA upon thirty (30) days advance written notice to the other Task Force Members, or by mutual agreement of all Task Force Members including HRA. Any individual Task Force Member may withdraw from this MOU upon thirty (30) days advance written notice, and if so, the MOU shall remain in effect with respect to the remaining Task Force Members.
- B. Each Task Force Member shall cease its use of Resident Data and the Database from the date of its withdrawal from this MOU, or the termination of this MOU, by returning the data to HRA, unless otherwise instructed by HRA. All Resident Data must be returned within 30 days of the termination of this MOU, unless otherwise instructed by HRA.

**Article VIII: Notices and Communication**

- A. All notices, copies, or items required to be sent to Task Force Members hereunder shall be addressed as follows:

**For HRA:**

Lawanna Kimbro, Deputy Commissioner of Outreach, Rehousing and Landlord  
Management  
Homelessness Prevention Administration  
Human Resources Administration  
150 Greenwich Street, 42<sup>nd</sup> Floor  
New York, NY 10007

**For Operations:**

Mindy Tarlow  
Director  
NYC Mayor's Office of Operations  
253 Broadway, 10<sup>th</sup> Floor  
New York, NY 10007

**For HPD:**

Assistant Commissioner Vivian Louie  
Department of Housing Preservation and Development  
100 Gold Street, Room 7T2  
New York, NY 10038


**Article IX: Entire MOU**

This MOU, and its attachments represent the entire understanding among 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.

IN WITNESS WHEREOF, the parties have duly executed this MOU on the date first above written.

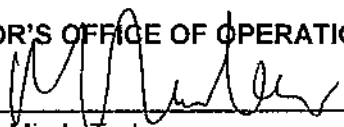
**DEPARTMENT OF SOCIAL SERVICES  
HUMAN RESOURCES ADMINISTRATION**

By: \_\_\_\_\_

  
Vincent Pullo  
Agency Chief Contracting Officer

**MAYOR'S OFFICE OF OPERATIONS**

By: \_\_\_\_\_

  
Mindy Farlow  
Director

**DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT**

By: \_\_\_\_\_

  
Vivian Louie  
Assistant Commissioner



**Attachment A: Relocation Sheet**

# Three-Quarter House Relocation Intake Form

## Client Information

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ SSN: \_\_\_\_\_ Gender: Male  Female

Client understands that the collection of his/her SSN is voluntary.

Client understands that his/her SSN is being collected and used for administrative/verification purposes.

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Please check all that apply:

Veteran  SSI/SSD

No Treatment  HRA Client

NYS Parolee  NYC Probation

NYS Parole requires tenant to remain at this facility: Yes  No

Special Accommodations for Residency: \_\_\_\_\_

Case Management Provider at 3/4 House: \_\_\_\_\_

## Original Residence Information

Current Residence Address: \_\_\_\_\_ Unit: \_\_\_\_\_

Brorough: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Entry Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Referred by: \_\_\_\_\_

TQH Operator: \_\_\_\_\_

## Temporary Residence Information

Temporary Residence Address: \_\_\_\_\_ Unit: \_\_\_\_\_

Brorough: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Entry Date: \_\_\_\_\_

## HRA Employee Information

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment B: Notice of Rights and Responsibilities**

## Emergency Housing Response

### NOTICE OF RIGHTS AND RESPONSIBILITIES

*The City of New York is providing temporary relocations services to residents of three quarter houses.*

1. The person being relocated states that the name and age of the relocated person who will occupy the unit at the assigned temporary housing facility are as listed on the Intake Form.
2. The person being relocated acknowledges that he or she may not at any time allow any person or persons to move into the temporary unit during his or her occupancy of such unit.
3. The person being relocated acknowledges that the City is offering only temporary shelter services, and that if permanent housing becomes available, they must take the permanent housing.
4. The person being relocated understands that it is his or her primary obligation to actively seek and secure alternative permanent housing. The person being relocated may not refuse to accept suitable permanent housing absent good cause. The person being relocated must meet with his or her case manager at least once a week regarding their search for permanent housing.
5. The person being relocated must complete all applications and provide any necessary documentation in a timely fashion to enable him or her to obtain permanent housing.
6. The person being relocated acknowledges that he or she must comply with the posted rules of the building in which the temporary unit is located in order to remain eligible for temporary shelter services. The person being relocated understands that failure to comply with these rules may result in loss of shelter services and eviction from the temporary unit.
7. The person being relocated understands and acknowledges that occupancy of the temporary unit does not constitute tenancy of any kind.
8. The person being relocated acknowledges that the City may transfer him or her to another temporary unit if in the judgment of the City, such transfer will facilitate permanent housing relocation. Written notice of transfer will be provided at least five calendar days in advance, except in the event of an emergency.
9. The person being relocated must maintain and keep the temporary unit that he or she occupies in a clean and orderly condition.

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I acknowledge that I have read this Notice and I understand the contents.

I agree to abide by the contents of this Notice and such rules.

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Relocatee/Head of Household – Signature

Date

## **AVISO DE DERECHOS Y RESPONSABILIDADES**

*La Ciudad de Nueva York está brindando servicios de realojamiento temporario  
a los residentes de casas de tres cuartos*

1. La persona realojada declara que el nombre y edad de las personas realojadas quienes ocuparán la unidad en la instalación de vivienda temporaria asignada están listados en el Formulario de Matrícula (Intake Form).
  2. La persona realojada acepta no poder permitir a ninguna persona mudarse a la unidad temporaria durante su ocupación de dicha unidad.
  3. La persona realojada acepta que la Ciudad brinda sólo servicios de albergue temporario, y debe tomar la vivienda permanente, en caso de que la haya disponible.
  4. La persona realojada está consciente de que su obligación principal es buscar y obtener activamente vivienda permanente alternativa. La persona realojada no puede rehusar vivienda permanente adecuada sin motivo justificado.
  5. Para poder obtener vivienda permanente, la persona realojada debe llenar todas las solicitudes y proporcionar toda documentación necesaria de manera oportuna.
  6. Para poder seguir elegible para servicios de albergue temporario, la persona realojada acepta deber cumplir las reglas publicadas del edificio en que se encuentra la unidad temporaria. La persona realojada está consciente de que el incumplimiento de estas reglas puede resultar en la pérdida de servicios de albergue, así como en el desalojo de la unidad temporaria.
  7. La persona realojada está consciente de que y acepta que la ocupación de la unidad temporaria no constituye tenencia alguna.
  8. La persona realojada acepta que la Ciudad puede transferirla a otra unidad temporaria en caso de que la Ciudad considere que dicha transferencia facilite el realojo a vivienda permanente. Se proveerá aviso por escrito de la transferencia por lo menos cinco días civiles por anticipado, salvo en caso de emergencia.
  9. La persona realojada debe conservar la unidad temporaria que ocupe en estado limpio y ordenado.
- 

Do y fe de que he leído este Aviso y de que entiendo su contenido.  
Acuerdo acatar el contenido de este Aviso, así como las reglas que estipula.

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Firma de la Persona realojada/Cabeza del hogar

Fecha

**Attachment C: Consent Form**



**New York City Human Resources Administration  
Consent for Disclosure of Information**

Client Name:

**Read this form carefully before you sign your name. You may ask questions about anything you do not understand.**

Federal and New York State law and regulations protect the confidentiality of your medical information, mental health information, Medicaid records, Cash Assistance records, Supplemental Nutrition Assistance Program records, domestic violence-related information, HIV-AIDS related information and alcohol and substance abuse treatment records. This form refers to all of this information together as your "personal information."

The New York City Human Resources Administration (HRA) will not share your personal information without obtaining your written consent, unless otherwise permitted or required by law.

By signing this consent, you permit the following entities to review your personal information and to share it with each other, but only for the purposes described in this consent: HRA, New York City Department of Health and Mental Hygiene (DOHMH), Housing Preservation and Development (HPD), New York City Department of Homeless Services (DHS), The Mayor's Office of Operations, New York City Health and Hospitals Corporation (NYC H&H), New York State Office of Mental Health (SOMH), New York State Department of Health (NYS DOH), and New York State Office of Alcoholism and Substance Abuse Services (OASAS), Samaritan Village, National Association of Drug Abuse Problems , Visiting Nurse Services of New York, and University Behavioral Associates.

Your personal information will be used for case management services (such as placement, evaluation, tracking, and technical assistance) and to determine your eligibility for various housing options. In addition, it may be shared with your housing provider if you are found eligible for and placed in supportive housing.

I authorize HRA and the entities named in this consent:

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**(add name of referral source and other sources of information)**

to disclose to each other my medical records, mental health records, Medicaid records, Cash Assistance records, Supplemental Nutrition Assistance Program records, domestic violence-

related information, HIV-AIDS related information, alcohol and substance abuse treatment records additional information needed to complete my supportive housing application and information needed to connect me to case management services related to my housing placement.

I understand that I have the right to revoke this consent at any time by notifying HRA, in writing, that I no longer wish for my information to be disclosed for the purposes stated in this consent. I understand that I may revoke this consent except to the extent that action has already been taken based on this consent. Written revocation should be mailed to Lawanna Kimbro, Human Resources Administration of the City of New York, 150 Greenwich Street, 42<sup>nd</sup> Floor, New York, NY 10007.

I understand that signing this consent is voluntary and that my refusal to sign it will not affect my eligibility for Cash Assistance, Medicaid or Supplemental Nutrition Assistance Program benefits. I understand that failure to sign this consent may affect my ability to access supportive housing.

With some exceptions, health information once disclosed may be re-disclosed by the recipient. If I am authorizing the release of HIV/AIDS-related, alcohol or drug treatment, or mental health treatment information, the recipient is prohibited from re-disclosing such information or using the disclosed information for any other purpose without my authorization unless permitted to do so under federal or state law. If I experience discrimination because of the release or disclosure of HIV/AIDS-related information, I may contact the New York State Division of Human Rights at (212) 480-2493 or the New York City Commission on Human Rights at (212) 306-7450. These agencies are responsible for protecting my rights.

**Date or Event on which this Authorization will expire:** This consent will terminate five (5) years after the date of a determination that I am eligible for supportive housing and services.

\_\_\_\_\_  
Name (*Print*)/ Authorized Representative Name (*Print*)

\_\_\_\_\_  
Signature of Client/ Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Authority to Sign on Behalf of Client

<sup>1</sup> The Health Insurance Portability and Accountability Act (HIPAA) of 1996 governs the privacy of Protected Health Information. If you believe your HIPAA rights have been violated, you may file a complaint with the Office for Civil Rights, Department for Health and Human Services, Jacob Javits Federal Building, 26 Federal Plaza, Suite 3312, New York, NY 10228; (212) 264-3313 or (800) 368-1019; or fax (212) 264-3039.

<sup>2</sup> HRA, Customized Assistance Services, 150 Greenwich Street, 30<sup>th</sup> Fl, NY, NY 10007