**Memorandum of Understanding for
Local Housing Authority Management Agreement
Due Diligence**

This Memorandum of Understanding (“MOU”) is entered into by the Housing Authority (“Owner”) and Housing Authority (“Prospective Agent”).

The Prospective Agent shall commence work under this MOU on **[MM/DD/YYYY].** This Agreement shall become effective upon the date of the Owner’s signature, and shall automatically terminate at the sooner of DHCD’s approval of a Management Services Agreement between the Prospective Agent and the Owner and thirty (30) days of the effective date of this MOU.

**Whereas**, the Owner and the Prospective Agent are exploring the potential for entering into a Management Services Agreement under which the Prospective Agent may be engaged to manage the Owner’s operations.

**Whereas**, the sharing of information between the Owner and the Prospective Agent is necessary for the Prospective Agent to conduct its due diligence in order to determine whether such an arrangement will be mutually beneficial.

**Whereas**, pursuant to G.L. c. 66A, G.L. c. 93H, and [760 CMR 8.00](https://www.mass.gov/doc/760-cmr-8-privacy-and-confidentiality/download), Owner is charged with maintaining the personally identifiable information (PII) of its residents and applicants confidential.

**Now therefore**, in consideration of the promises, mutual covenants, and obligations contained herein, that parties agree that:

1. The Prospective Agent is not responsible for the Owner’s day-to-day operations during the term of this MOU.

2. The Owner shall not compensate the Prospective Agent for any activities herein carried out by the Prospective Agent.

3. This MOU is not intended for use as an agreement to provide interim management of the Owner by the Prospective Agent.

4. The Owner shall provide access to records necessary for the Prospective Agent’s assessment of the Owner’s policies, procedures, finances, and operations.

5. The Owner holds information concerning applicants’ and tenants’ personal data as defined by [G.L. c. 66A, § 1](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleX/Chapter66a/Section1) or personal information as defined by [G.L. c. 93H, § 1](https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter93H/Section1). The specific information provided is generally described as PII.

6. To the extent that PII is relevant to the assessment, Owner will make this PII available when requested by the Prospective Agent.

7. The Prospective Agent will take all steps to ensure the confidentiality and security of all Owner personal data and personal information for which the Prospective Agent becomes a holder, either as part of performance or inadvertently during performance of this MOU, with special attention to restricting access, use and disbursement of personal data and information as required by G.L. c. 66A, G.L. c. 93 H. The Prospective Agent will ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) standards contained in [201 CMR 17.00: Standards for the Protection of Personal Information of MA Residents | Mass.gov](https://www.mass.gov/regulations/201-CMR-1700-standards-for-the-protection-of-personal-information-of-ma-residents)~~,~~ and will comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information.

8. The Prospective Agent certifies that it: (1) agrees to protect any and all PII; (2) has reviewed all of the Executive Office of Technology Services and Security (EOTSS) Information Security Policies and Standards (<https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards> ); (3) will implement and maintain reasonable appropriate confidentiality and security procedures and practices necessary to protect PII to which the Prospective Agent is given access by the Owner from the unauthorized access, destruction, use, modification, disclosure, or loss; and (4) will be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors.

9. The Prospective Agent will not share the above PII with any other person or entity.

10. The Prospective Agent will immediately notify the Owner in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Prospective Agent will cooperate fully with the Owner, will provide access to any information necessary to respond to the security breach, and will be fully responsible for any damages and statutory, regulatory, or equitable penalties associated with the Prospective Owner’s breach, including without limitation, those imposed pursuant to G.L. c. 66A, G.L. c. 93H, or G.L. c. 214, § 3B.

11. The persons executing this agreement on behalf of the Owner and the Prospective Agent represent and warrant that they are authorized to do so and to legally bind the organizations they represent to all the terms and provisions set forth herein.

**In witness whereof**, the parties hereto have this day caused this instrument to be signed and sealed in their names.

**Prospective Agent**

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

 (date) Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Owner**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (date) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_