

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated as of this 10th day of September, 2010, between the New York City Human Resources Administration Department of Social Services ("HRA" or "the Department"), with offices located at 180 Water Street, New York, New York 10038, and the New York City Department of Correction ("DOC"), with offices located at 75-20 Astoria Boulevard, East Elmhurst, New York 11370 (the "parties").

WITNESSETH

WHEREAS, HRA provides assistance and care to a multitude of needy individuals and families in New York City; and

WHEREAS, DOC maintains certain correctional facilities within the City of New York where incarcerated individuals ("inmates") are held; and

WHEREAS, the parties wish to implement an initiative that ensures inmates who received treatment for a mental illness while incarcerated in a DOC facility, and who are otherwise eligible to receive assistance and care upon release from incarceration, receive assistance and care as soon as possible after release from incarceration.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1.

This MOU shall become effective on the date it is signed by both parties and may be terminated upon thirty (30) days' written notice by either party.

ARTICLE 2. SCOPE OF SERVICES

A. GENERAL

The goal of this program is to assist in the creation of appropriate discharge plans for certain inmates who received treatment for mental illness while incarcerated in a DOC facility, by providing assistance and care to those eligible inmates upon release from incarceration.

B. DOC'S RESPONSIBILITIES

On a daily basis, DOC will make available to HRA identifying information, including the name, social security number, book and case number and NYSID number, of all individuals released each day.

C. HRA's RESPONSIBILITIES

On a daily basis, HRA will match the DOC information of released individuals against an HRA data file. HRA will enroll eligible individuals in the appropriate benefit program.

ARTICLE 3. CONFIDENTIALITY

- A.** No substance abuse treatment records, reasonably identifiable HIV/AIDS related information, medical and/or mental health records will be publicly disclosed by DOC or HRA as part of this MOU.
- B.** All of the reports, information or data, furnished to or prepared, assembled or used by either party under this Agreement are to be held confidential to the extent permitted by law.
- C.** These Confidentiality provisions shall remain in full force and effect following termination or cessation of the services required by this MOU.

ARTICLE 4. MISCELLANEOUS

A. NO FINANCIAL OBLIGATION/LIABILITY

No element of this MOU shall be construed as stating or implying financial obligations or liabilities on either party, or to confer on either party the capacity to represent or act as agent for the other.

B. COMPLIANCE WITH LAWS

All services rendered in connection with this MOU shall be performed in accordance with the applicable federal, state, and local laws, rules, and regulations.

C. NOTICE

- 1. Whenever notice or reports are required to be given to either party pursuant to the terms of this MOU, they shall be sent to the following addresses:

If to DOC:

New York City Department of Corrections
Department of Information Technology
75-20 Astoria Blvd.
East Elmhurst, NY 11370
Atten: Jean Yaremchuk, Deputy Commissioner

If to HRA:

New York City Human Resources Administration
Office of Legal Affairs
180 Water Street, 25th floor
New York, NY 10001
Atten: Roy A. Esnard, General Counsel

2. Facsimile and e-mail addresses shall be provided by either party during the term of the MOU as needed.

D. MODIFICATION

This MOU may be modified only through the mutual written consent of both parties.

E. THE ENTIRE AGREEMENT

This MOU sets forth the entire agreement of the parties superseding all prior agreements and understandings, written or oral, and may not be altered or modified except as stated in paragraph D above.

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IN WITNESS WHEREOF, the parties affirm their understanding of the terms herein described by executing this Memorandum of Understanding as of the date written below.

**THE NEW YORK CITY
DEPARTMENT OF CORRECTION**

BY: 

TITLE: Deputy Commissioner ^{IT}

DATE: 8/26/10

**THE NEW YORK CITY
HUMAN RESOURCES ADMINISTRATION**

BY: 

TITLE: General Counsel

DATE: 9/10/10

ACKNOWLEDGMENTS

STATE OF NEW YORK)

QUEENS :SS:
COUNTY OF ~~NEW YORK~~)

On this 26th day of August, 2010, before me personally came Jean Yaremchuk, to me known and known to me to be Deputy Commissioner of the NEW YORK CITY DEPARTMENT OF CORRECTION, the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same for the purpose therein mentioned.



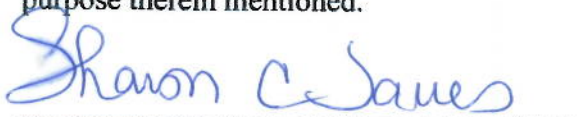
NOTARY PUBLIC

LEWIS S. FINKELMAN
Notary Public, State of New York
No. 24-466707
Qualified in Queens County
Commission Expires March 16, 2012

STATE OF NEW YORK)

:SS:
COUNTY OF NEW YORK)

On this 10th day of September, 2010, before me personally came Ray A. Eshard, to me known and known to me to be General Counsel of the NEW YORK CITY HUMAN RESOURCES ADMINISTRATION DEPARTMENT OF SOCIAL SERVICES, the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same for the purpose therein mentioned.



NOTARY PUBLIC

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13026
Commission Expires April 1, 2012