

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

INTRA-CITY AGREEMENT (“Agreement”) effective as of February 1, 2013 between the New York City Department of Homeless Services (“DHS”), having its principal office located at 33 Beaver Street, New York, NY 10004 and the New York City Department of Health and Mental Hygiene (“DOHMH”), having its principal office located at 42-09 28th Street, Long Island City, New York 11101.

WHEREAS, the New York State Department of Health (SDOH) registers Opioid Overdose Prevention Programs that train individuals in accordance with 10 NYCRR 80.138 on how to prevent a fatal opioid overdose; and

WHEREAS, DOHMH is a Registered Opioid Overdose Prevention Program which possesses an effective certificate of approval from SDOH pursuant to 10 NYCRR 80.138; and

WHEREAS, the DHS Agency Medical Director, in accordance with 10 NYCRR 80.138, is an affiliated prescriber with DOHMH’s Opioid Overdose Prevention Program; and

WHEREAS, DHS wishes to receive naloxone for use in conjunction with DHS’ affiliation with DOHMH’s Opioid Overdose Prevention Program; and

WHEREAS, DHS agrees to provide, and DOHMH agrees to receive, funding as described in the budget attached hereto as Annex B; and

WHEREAS, DOHMH will use the funding provided by DHS under the terms of this Agreement to purchase and provide to DHS 1) needle-less syringes pre-filled with naloxone hydrochloride; and 2) mucosal atomizer devices (MADs) and

WHEREAS, DOHMH will provide to DHS needle-less syringes pre-filled with naloxone hydrochloride with expiration dates of 12 months or later from the date of their delivery to DHS, based on DHS needs; and

WHEREAS, DHS intends to provide the naloxone and MADs, without any charge to the recipients; to staff at DHS, directly-run sites, and DHS Police, who have been trained as NYS Opioid Overdose Responders,

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

- 1. Term of Agreement.** The term of this Agreement shall be from February 1, 2013 through June 30, 2015 (“Term”), with renewal options subject to DHS approval, budget

appropriations, and the availability of funds, unless terminated earlier pursuant to Paragraph 6 of this Agreement.

2. Maximum Reimbursable Amount. The maximum reimbursable amount for the term of this Agreement shall not exceed \$75,000 (\$25,000 – the “Annual Reimbursable Amount” – for each of the three fiscal year under this Agreement) for the supply of naloxone as set forth in Annex B.

3. Reimbursement and Schedule of Payment. Based on the number of syringes and number of atomizers DHS orders, DOHMH shall submit single, quarterly claims for payment. Over the course of a fiscal year, this amount may reach the Annual Reimbursable Amount, but in no instance will exceed it. DHS will make payments to DOHMH within thirty (30) days of receipt of DOHMH’s invoice. Payments shall be made through intra-city payment vouchers to the DOHMH intra-city revenue structure set up in FMS. At the request of either party, the parties may jointly review expenses and revenues and may make appropriate revisions to the quarterly payment schedule and reconcile payments already made at any time.

4. Modification and Amendment.

This Agreement may be modified and/or amended, in writing, as mutually agreed upon by DHS and DOHMH.

5. Reduction of Public Funds. If, after signing this Agreement, the public funds anticipated to be available to DHS and necessary for payment for any or all City fiscal years included in the term of this Agreement are reduced, but not eliminated, DHS shall notify DOHMH in writing within five days of being notified of such reduction by the funding governmental agency. Within ten days following the written notice, DHS will reduce the Annual Reimbursable Amount under this Agreement by the amount of the reduction of the applicable public funds, unless DHS consents to a lesser reduction, and submit a revised budget to DOHMH.

6. Termination.

This Agreement may be terminated:

- (a) Without cause, by either party upon sixty (60) days written notice to the other party; or
- (b) By DHS upon thirty (30) days written notice to DOHMH if the public funds anticipated to be available to DHS are eliminated

7. Confidentiality of Records. DOHMH and DHS agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Agreement confidential in accordance with applicable federal, state, and local laws, rules and regulations.

8. Notices.

All notices and requests under this Agreement by either party shall be in writing and directed to the address of the parties as follows:

Notices to DHS shall be mailed to:

Attention: Dova Marder, MD
Title: Agency Medical Director
New York City Department of Homeless Services
33 Beaver Street
New York, NY 10004
Tel: 212-361-0584 / Email: dmarder@dhs.nyc.gov

Notices to DOHMH shall be mailed to:

Attention: Amu Ptah-Riojas
Harm Reduction Coordinator
Bureau of Alcohol & Drug Use Prevention, Care & Treatment
NYC Department of Health & Mental Hygiene
42-09 28th Street, 20th floor, CN-14
Long Island City, NY 11101
Tel: 347-396-7909 / Email: aptahriojas@health.nyc.gov

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set opposite their respective signatures.


NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES

Date:

By:  2/14/13
Seth Diamond Commissioner

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Date:

By: 
Patsy Yang, Dr. Ph.
Title: Executive Deputy Commissioner
& Chief Operating Officer

Annex B

Program Unit	Program Code	Item				
			FY13	FY14	FY15	Total
Department Homeless Services			25,000	25,000	25,000	75,000
Total Contract Amount:			25,000	25,000	25,000	75,000

Program Unit Budget



Agency Name: 0
 Contract Number: 0
 Program Unit Site:
 Program Unit Site Code:
 Program Code:

Item Description	State Position Number	FY13		FY13		FY15		Total Contract Funding
		FTE	Amount	FTE	Amount	FTE	Amount	
Personal Services								
Total Personal Services		0.00	-	0.00	-	0.00	-	-
Fringe Benefits (indicate %)			-		-		-	-
Other Than Personal Services								
Supplies & Materials			25,000		25,000		25,000	75,000
Travel			-		-		-	-
Occupancy			-		-		-	-
Consultants			-		-		-	-
Sub-Contractors			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Total OTPS			25,000		25,000		25,000	75,000
Equipment Purchases over \$2,500								
Description			-		-		-	-
Description			-		-		-	-
Description			-		-		-	-
Total OTPS			-		-		-	-
Agency Administration	0%		-		-		-	-
Gross Expenses		0.00	25,000	0.00	25,000	0.00	25,000	75,000
Unfunded/Accrual								
Revenue								
COPS			-		-		-	-
DSH			-		-		-	-
Medicaid			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Total Revenue			-		-		-	-
CSP			-		-		-	-
Agency Contribution			-		-		-	-
Total Net Deficit Funding		0.00	25,000	0.00	25,000	0.00	25,000	75,000