

**Agreement
Between
The New York City Department of Social Services/Human Resources Administration
And
The New York State Office of Mental Health**

This AGREEMENT (“Agreement”) dated ~~April~~ ^{May} 10, 2019 (“Effective Date”) is made by and between the City of New York acting through the Department of Social Services/Human Resources Administration (HRA), having its principal offices located at 150 Greenwich Street, New York, New York 10007, and the New York State Office of Mental Health (“OMH”), having its principal office located at 44 Holland Avenue, Albany, New York 12229 (each a “Party,” and collectively the “Parties”).

WHEREAS, HRA is the New York City local social services district; and

WHEREAS, pursuant to Chapter 621 of the Laws of 1974, HRA’s Adult Protective Services (“APS”)– Division of Post-Institutional Services (“DOPIS”), is required, to identify individuals who are proposed for discharge from inpatient psychiatric centers (“PCs”) after a continuous stay of five or more years, and to provide services to ensure that their discharge into the local community is safe and appropriate; and

WHEREAS, OMH operates PCs across New York State, including several inpatient PCs located in New York City; and

WHEREAS, OMH agrees that in order for HRA to provide services to individuals discharged from PCs who are eligible for such services, OMH will share information regarding individuals who are proposed for discharge from their New York City-area PCs after a continuous stay of five or more years with DOPIS so that DOPIS is able to carry out its aforementioned duties, and for the purposes stated herein; and

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

ARTICLE 1. TERM AND TERMINATION

- 1.1 **Term**. This Agreement shall commence as of the Effective Date and remain effective until terminated in accordance with the terms stated herein.
- 1.2 **Right of Termination**. Each Party shall have the right to terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days written notice to the other Party.
- 1.3 **Effect of Termination**. Upon termination of this Agreement for any reason, the confidentiality provisions set forth herein shall continue to apply to the Data.

ARTICLE 2. PURPOSE OF AGREEMENT

This Agreement sets forth the terms and conditions governing the arrangement between the Parties for sharing the Data, as well as the procedures for security, transfer, use, retention, ownership, and confidentiality of the Data that are necessary for the provision of services by HRA.

ARTICLE 3. SCOPE OF WORK

3.1 “Data” shall mean the data produced by OMH to HRA, as defined herein in Section 3.2.

3.2 Once per month, OMH shall provide HRA/DOPIS with a list of all individuals who, after a continuous stay of five or more years, are proposed for discharge from a PC located in New York City. The list shall include the following Data:

- a. First Name
- b. Last Name
- c. Date of Birth
- d. Social Security Number
- e. State Identification Number
- f. DOPIS Eligibility Date
- g. PC Name and Location
- h. Anticipated Date of Discharge

3.3 Prior to sharing any Data with HRA/DOPIS, OMH shall use its best efforts to obtain a signed consent from each client or the client’s personal representative, authorizing the release of the individual’s Data and any other health information to the extent it may be necessary for an individual to receive services from HRA/DOPIS (“Release”). OMH will provide HRA/DOPIS with a copy of all signed Releases, if obtained.

3.4 HRA/DOPIS shall use the Data to arrange interviews of the individuals who are proposed for discharge. HRA/DOPIS shall interview the individuals, document the interview and any observations made during the interview, and prepare a summary report for HRA’s Customized Assistance Services (“CAS”). HRA/CAS will review the summary report in conjunction with the individual’s HRA 2010(e) Supporting Housing Application if made available by the PC, to make a final determination regarding the patient’s eligibility for supportive housing.

3.5 If HRA/DOPIS determines that the individual is eligible for discharge from an HRA/DOPIS program, HRA/DOPIS will also provide the individual with other discharge planning services as it deems necessary. Such services include, but are not limited to, transition to community Medicaid, access to financial services such as Supplemental Security Income, and Home Relief, and assistance with placement into supervised housing, training programs, day treatment services, and case management services.

3.6 If an individual is discharged to a supportive housing facility and is in need of Public Assistance, HRA/DOPIS shall also share the Data with HRA’s Family Independence Administration for the purpose of enrolling the individual into Medicaid and Cash Assistance.

ARTICLE 4. DATA SECURITY AND SAFEGUARDS

4.1 **Access Authorization.** HRA agrees that it will restrict access to the Data to only those HRA authorized employees who need access to the Data to perform tasks in connection with this Agreement.

4.2 **Safeguards to Protect the Data.** HRA shall take all reasonable measures to safeguard and keep the Data confidential and secure, including but not limited to (a) storing the Data in access restricted files; (b) creating a password or encryption system to obtain and restrict access to the Data; (c) keeping any hard copy versions of the Data in locked areas with restricted access; and (d) ensuring that only those individuals referenced in paragraph 4.1 above shall have access to the Data and (e) creating a firewall to protect the Data so that no third party, other than those referenced in paragraph 4.1 above, is allowed access to the Data.

4.3 **Confidentiality.**

- a. Notwithstanding whether OMH has obtained a Release from an individual who will be receiving services from HRA, HRA shall maintain the security and confidentiality of all Data it receives in connection with this Agreement, and shall comply with all HRA and OMH security requirements and all applicable laws, rules, and regulations pertaining to the confidentiality, privacy, and security of the Data received, generated, used, or held in the course of its performance under this Agreement.
- b. HRA shall not re-disclose the Data in any individually identifiable form, or in a form in which an individual could reasonably be identified, to anyone not immediately involved with the work under this Agreement without prior written approval or as permissible under applicable laws, rules, and regulations.
- c. All HRA staff as well as HRA vendor/contractor staff must maintain the confidentiality of the Data in accordance with this Agreement and all applicable laws and regulations, including but not limited to, New York State Public Health Law and New York Social Services Law, and any applicable federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and their implementing regulations.
- d. HRA shall ensure that all employees and vendor/contractor staff who have access to the Data are aware of the confidentiality and security requirements and restricted use of the Data and the penalties for its unauthorized use or release.
- e. HRA shall ensure that all confidential information contained in or derived from the Data will remain confidential even after this Agreement expires and even when an authorized user is not working with the Data (including post-employment).
- f. In the event of any breach, as defined below, involving the Data or any reports, drafts, information, plans, or documents derived from the Data, furnished to, prepared by, assembled, or used by HRA or any of its employees, agents, volunteers, consultants, or vendors/contractors, HRA will (a) advise OMH of the incident within 24 hours of discovery, (b) safeguard or destroy the information that would identify the individual, as

requested by OMH, (d) forward a written incident report to OMH expeditiously and not (re)disclose the identity of the individual to anyone else, (e) work with OMH's security compliance officer to ensure all required protocols are followed related to review and follow-up actions; and (f) take reasonable steps to remediate the cause or causes of such breach, and provide written notice to OMH of such steps. For the purposes of this subsection, a breach is a situation or event which, intentionally or unintentionally, results in any of the Data being improperly released or removed from HRA's custody or where there is other evidence of willful/intentional or accidental/unintentional misuse.

- g. HRA shall manage the Data in compliance with all Federal, State, and City laws, rules, and regulations governing the confidentiality and security of the Data.

4.4 Supervision of Data.

The Data and all records/reports derived from the Data shall remain under the immediate supervision and control of authorized HRA employees in a manner that will protect the confidentiality of the Data and all information and records derived from the Data. HRA will further ensure that unauthorized persons cannot retrieve any such information and records by computer, remote terminal, or other means.

4.5 Data Transfer. The Data shall be securely transferred between HRA and OMH using a method developed jointly by HRA and OMH technical staff, with approval of agency security managers.

4.6 Data Retention/Disposition. HRA shall retain the Data only so long as may be necessary to effectuate the purposes of this Agreement. As soon as the purposes for the Data regarding any individual have been accomplished, HRA and their vendors/contractors will destroy the Data without a trace in order to prevent unauthorized access or use.

4.7 Restrictions on Use of Data. HRA may **NOT**:

- a. Use the Data for any purpose other than to effectuate the purpose of this Agreement;
- b. Examine or permit any other entity to examine the Data unless such examination is required by an authorized user in the performance of his/her official duties or responsibilities;
- c. (Re)disclose any identifying or personal information in the Data to any unauthorized person, including other staff;
- d. Enable or permit the Data to be accessed by any person who does not have a direct need and purpose for working with the Data;
- e. Enable or permit the Data to be accessed by any person who does not consent to abide by all the terms of this Agreement;
- f. Use the Data or allow the Data to be used for research purposes unless reviewed and approved by OMH Institutional Review Board or approved through New York State Department of Health DEAA process.

ARTICLE 5. MODIFICATION

The Parties agree that this Agreement may be amended only by the mutual written agreement of the Parties.

ARTICLE 6. NOTICES

All notices and requests required or permitted to be made under this Agreement by either Party to the other shall be in writing, directed to the address of the Parties as follows, either in person, by courier, by facsimile (and promptly confirmed by personal delivery or courier), or by certified mail, return receipt requested, and shall be effective upon delivery:

HRA: New York City Human Resources Administration
Adult Protective Services- Division of Voluntary and Proprietary Homes for Adults
Division of Post Institutional Services
Attention: Director
400 8th Avenue, 8th Floor
New York, NY 10001

OMH: New York State Office of Mental Health
Attention: Associate Commissioner, OMH Division of Adult Community Care
44 Holland Avenue
Albany, NY 12229

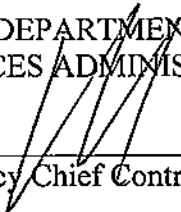
ARTICLE 7. SURVIVAL


Notwithstanding any other provision of this Agreement, the following sections shall survive termination of this Agreement: 1.3 and 4.1 through 4.7.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

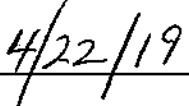
NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/
HUMAN RESOURCES ADMINISTRATION

By:  _____
Vincent Pullo, Agency Chief Contracting Officer

Date:  _____
5/10/19

NEW YORK STATE OFFICE OF MENTAL HEALTH

By:  _____
Christopher Tavella, Ph.D., Executive Deputy Commissioner

Date:  _____
4/22/19

STATE OF NEW YORK)

: SS:

COUNTY OF NEW YORK)

On this 10th day of May, 2019, before me personally came Vincent Pulio, to me known and known to me to be Acco of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

Sharon James Leonce
NOTARY PUBLIC
SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2020

STATE OF NEW YORK)

: SS:

Albany
COUNTY OF NEW YORK)

On this 22 day of April, 2019, before me personally came Christopher Tavella, to me known and known to me to be Executive Deputy Commissioner of the NEW YORK STATE OFFICE OF MENTAL HEALTH, the person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

Lynn M Dicerbo
NOTARY PUBLIC
LYNN M DICERBO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02D14926575
Qualified in Saratoga County
My Commission Expires March 21, 2022