

MEMORANDUM OF UNDERSTANDING

AGREEMENT ("MOU" or "Agreement") dated July 31, 2018 by and between New York City Health and Hospitals ("H+H") having its principal office located at 160 Water Street, New York, NY 10038, and the New York City Department of Homeless Services ("DHS") having its principal offices located at 33 Beaver Street, New York, New York 10004.

WITNESSETH:

WHEREAS, H+H, acting through the Division of Correctional Health Services ("CHS") is charged with the responsibility for providing comprehensive health care services to inmates in the custody of the New York City Department of Correction ("DOC"); and

WHEREAS, DHS is charged with the responsibility of providing shelter to homeless individuals and families and provides enhanced services and treatment to individuals who are mentally ill, including mentally ill persons who have been released from a DOC facility, in DHS Mental Health Shelters (defined as shelters that provide mental health services onsite) and other Program Shelters (defined as any DHS shelter, aside from Assessment shelters, including Substance Use Disorder, Employment, LGBTQI, Veterans shelters, etc.) wherein DHS provides specialized services to meet the needs of the clients in the respective shelter; and

WHEREAS, DHS assignments of clients to Mental Health Shelters is, in part, based on whether a client is diagnosed with serious and persistent mental illness ("SPMI"); and

WHEREAS, DHS shelter assignments for clients who do not have SPMI are determined based on DHS criteria for program shelter assignments; and

WHEREAS, the City of New York, H+H, and certain other mayoral agencies were named as defendants in the case of Brad H., et al., v. the City of New York, et al. ("Brad H"), and together with DHS, which is identified as a "Defendant Agency" pursuant to ¶ 1-1 (w) of the stipulation that settled this lawsuit ("Brad H Stipulation"), are parties to the Brad H Stipulation; and

WHEREAS, paragraph 96 of the Brad H. Stipulation requires DHS to use its best efforts to place sentenced Brad H Class Members ("Class Members") directly in a designated Program Shelter, including a Mental Health Shelter, as appropriate, on their release date, provided that: 1) DHS determines that further mental health assessment is not necessary after review by Intake staff of information obtained by the Defendants during the Class Member's incarceration; 2) bed availability exists in such shelter; and 3) arrival of the Class Member at the DHS shelter is on his or her release date and

before curfew; and

WHEREAS, DHS requires certain information from H+H to meet its obligations under paragraph 96 of the Stipulation; and

WHEREAS, DHS receives from H+H daily encrypted emails containing an excel spreadsheet with information necessary to achieve the goals of the Stipulation; and

NOW, THEREFORE, the Parties hereto agree as follows:

Article I: Term

The term of this Agreement will commence on the date this Agreement is mutually executed below and shall be ongoing from the date of mutual execution unless terminated by mutual written consent of the parties.

Article II: Scope of Services

1. a. CHS shall send DHS Office of the Medical Director ("OMD") the following three daily lists via encrypted email:

- (1) a list of Brad H inmates who have been identified as homeless and who will be released within a week of the date of the list generation;
- (2) a list of Brad H inmates released within the last 30 days of the list generation; and
- (3) the DHS transportation list as described below in ¶4.

b. Each list shall contain the following data:

Last Name.

First Name.

Date of Birth.

Sex.

Book & Case.

Social Security Number.

Facility.

Projected Release Date.

Release Date.

SPMI status.

Date D.P. Sent Package to DHS.

2. DHS OMD administrative staff shall search for Brad H Class Members in the DHS CARES data system using first name, last name, date of birth, and social security number. If the Class Member is found in the database, the relevant information of the Brad H Class Member will be entered in the CARES Institutional Referral page, along with their SPMI status and Class Member status expiration date. This will in turn generate an alert in CARES.
3. For CHS Class Members not currently in the CARES system, DHS OMD staff shall create a CARES profile by generating a CARES ID number, and enter relevant information of the Brad H Class Member in the CARES Institutional Referral page, along with their SPMI status and Class Member status expiration date.
4. The DHS transportation list, identifying homeless sentenced Class Members who (a) are SPMI, (b) have consented to release medical documents to DHS, and (c) have verbally agreed to be transported to a DHS shelter upon release from incarceration, will be provided daily, on business days, via encrypted email.
5. a. For Class Members who are on the DHS transportation list, CHS shall send the documents listed below to one of the two female DHS intake shelters for female Class Members or OMD for male Class Members, optimally 3 days before discharge of a Class Member from a DOC facility. This information, to the extent that it exists, shall be sent via encrypted email. For such Class Members for whom all required information is timely provided, OHS shall facilitate a direct placement into a DHS Mental Health Shelter for after completing Intake. The documents include:
 - a. Medical and physical history, problem list, medication list, discharge plan, and aftercare letter which summarizes the healthcare needs;
 - b. Psychiatric assessment;
 - c. Psycho-social assessment;
 - d. 2010e application/approval; and
 - e. Comprehensive Treatment Plan and most recent Treatment Plan Review.
- b. In the event that a packet is received after a Class Member has been transferred to another DHS shelter after Intake, DHS Intake will forward or send the documents and information listed in ¶5 to the relevant shelter.

6. If a Class Member presents at DHS Intake or a DHS shelter, and a packet as described above has not been received, the shelter shall notify DHS OMD who shall, in turn, request the packet of documents listed in ¶5 from CHS. CHS shall provide the documents listed in ¶5 within 1 business day. In the event that the Class Member has not provided CHS with consent to release information to DHS, DHS shall request the Class Member provide consent on the Brad H consent form.

Article III: Confidentiality and Security

1. All patient information received from CHS pursuant to this Agreement shall be kept confidential and shall not be used or disclosed except in accordance with the terms of this Agreement or the "Brad H" stipulation of settlement and shall not be subject to re-disclosure except as authorized by law. This section shall survive the termination of this Agreement.

2. DHS shall similarly take all appropriate and necessary steps to ensure the confidentiality of all information, including medical records or portions thereof, transmitted from CHS to DHS, and from DHS to DHS program or intake shelters.

3. Lists of Brad H Class Members including, but not limited to, those identified in ¶¶1 and 4 and documents listed in ¶5, will be transmitted electronically and be encrypted.

Article IV: Modification

This Agreement may be modified upon mutual written agreement. It may not be modified orally.

Article V: Termination

Either party shall have the right to terminate this agreement upon thirty (30) day advance written notice to the other party. Upon termination of this Agreement, reports will cease immediately.

Article VI: Notices

All Notices shall be directed as follows:

For H+H:

Attn: _____
New York City Health and Hospitals
160 Water Street
New York, NY 10038

For DHS:

Attn: _____
New York City Department of Homeless Services
33 Beaver Street
New York, New York 10004

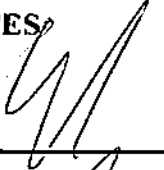
Article VII: Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

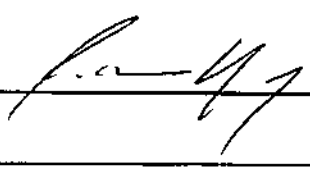
[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties hereto have executed this Agreement on the dates appearing opposite their respective signatures.

**NEW YORK CITY
DEPARTMENT OF HOMELESS
SERVICES**

By 
Title Asst
Date 7/31/18

**NEW YORK CITY
HEALTH AND HOSPITALS**

By 
Title _____
Date 7/16/18

**Patricia Yang, DrPH
Senior Vice President
Correctional Health Services
NYC Health + Hospitals**

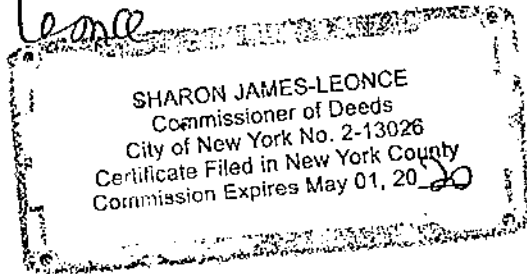
ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 31st day of July 2018, before me personally came Vincent Pylio to me known and known to me to be ADCS of THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon James-Leonce
NOTARY PUBLIC



STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 16th day of July 2018, before me personally came Patricia Yang to me known and known to me to be the Senior Vice President of NEW YORK CITY HEALTH AND HOSPITALS, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein mentioned.

Eunice Couvertier
NOTARY PUBLIC

