

DRAFT: For Review by Referral Resources



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL
HYGIENE

Michael R. Bloomberg
Mayor

Thomas R. Frieden, M.D., M.P.H.
Commissioner

nyc.gov/health

MEMORANDUM OF AGREEMENT BETWEEN
NYC DEPARTMENT OF HEALTH AND MENTAL HYGIENE
DIVISION OF HEALTH CARE ACCESS AND IMPROVEMENT
TAKE CARE NEW YORK AND COMMUNITY COORDINATION
TRANSITIONAL HEALTH CARE COORDINATION
AND
«Company»
«Address1»
«City», «State» «PostalCode»

This Memorandum of Agreement describes the working relationship between the New York City Department of Health, HCAI / Bureau of Transitional Health Care Coordination ("THCC"), located at 19-02 Whitestone Expressway, Whitestone, NY 11357, Tel: (718) 281-3940 and «Company» «Address1», «City» «State», «PostalCode», «WorkPhone».

This is a good faith agreement that demonstrates a committed plan for collaboration which will facilitate the referral for, and provision of effectively coordinated and integrated services for incarcerated persons, their families, visitors and /or re-entrants in need of health-related services or service referrals.

To carry out this agreement, the agencies agree to the following:

- 1) THCC will refer clients to «Service Provider» for the purpose of linking clients to health providers in the community. All parties in the Agreement shall expeditiously accept referrals from each other in accordance with eligibility criteria. All parties shall maintain control over eligibility requirements and actual determination of services provided.
- 2) «Service Provider» will refer clients to the HCAI Bureau of Health Insurance Services for the purpose of linking clients to health insurance services in the community.
- 3) Agency staff, which is party to this Agreement, may request joint participation in a client case referral. This may include but not be limited to case conferences and staff risk assessment prior to making and /or accepting referrals. Further, the designated agency representative may conduct referral follow-up to insure adequate participation.
- 4) THCC maintains specific protocols for client assessment, interviews, referrals, linkages, and confirmation of referrals with CBO providers. Protocols are supplemented with

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detailed memoranda of agreement with community-based partners to ensure that discharged inmates access HIV secondary prevention and other services (primary care, medical and mental health services, social services, respite or support services).

- 5) All referrals made should be confirmed by the service provider, contacting offices to set up the appointment and to confirm the appointment was kept.
- 6) Quarterly meetings with service providers are convened to discuss issues related to program implementation, referrals or other programmatic issues.
- 7) All provisions of this Agreement shall be in compliance with the laws of New York State's policies governing each party.
- 8) In matters concerning client information, all interactions between and within agencies will be conducted within the context of professionalism and confidentiality. All parties will abide by New York State HIV Confidentiality Law - Article 27-F contained in Chapter 584 of the Laws of 1988. Disclosure of confidential HIV related information of clients would be made in keeping with all provisions of the New York State HIV Confidentiality Laws.

No element of this agreement will be construed to imply any form of financial obligation or liability nor to confer on one party of capacity to represent or not as an agency of the other. Furthermore, this agreement shall not prohibit the exercise of the independent professional judgment of either party or impose responsibility for actions of one party upon the other party.

Responsibility for the coordination of this collaborative agreement rests with the authorized representative of the New York City Department of Health and Mental Hygiene, Bureau of Transitional Health Care Coordination and the designated representative of the service provider.

This Agreement may be evaluated periodically and may be subject to revisions based upon need. This Agreement will remain in full force and effect indefinitely from the date of execution. Intent to discontinue this Agreement may be filed by either party within thirty days of written notice.

NYC DOHMH REPRESENTATIVE

SERVICE PROVIDER REPRESENTATIVE

Alison O. Jordan

PRINT NAME

PRINT NAME

Executive Director,
Transitional Health Care Coordination

TITLE

TITLE