

**AGREEMENT**  
**For**  
**CUSTODY of DEFINITE SENTENCE INCARCERATED**  
**INDIVIDUALS PURSUANT TO CORRECTION LAW SECTION**  
**91**

**NEW YORK CITY**  
**DEPARTMENT OF CORRECTION**  
*-with-*  
**NYS DEPARTMENT OF CORRECTIONS AND**  
**COMMUNITY SUPERVISION**

THIS AGREEMENT, dated as of September 16, 2021 ("Agreement") is made by and between the New York City Department of Correction ("City DOC"), a political subdivision of the State of New York ("State"), organized and existing under the laws of the State having its principal offices located at 75-20 Astoria Blvd, East Elmhurst, New York, 11370 and the New York State Department of Corrections and Community Supervision ("DOCCS"), an agency of the State, having its central office located at the Averell Harriman State Office Building Campus, 1220 Washington Avenue, Albany, New York 12226.

**WITNESSETH**

**WHEREAS**, City DOC, in the prudent management of its jail system, has determined that circumstances warrant the immediate availability of alternative incarceration capacity on a temporary basis for the safe incarceration of definite sentenced individuals and has conferred with DOCCS, and

**WHEREAS**, City DOC and DOCCS agree that the provision of alternative incarceration capacity for the City DOC may be delivered by DOCCS on a safe and systematic basis by resort to Correction Law Section 91, and

**WHEREAS**, DOCCS currently possesses adequate housing capacity to offer the City DOC relief by providing capacity pursuant to Correction Law Section 91, and

**WHEREAS**, Correction Law Section 91 allows for an agreement for reimbursement for the costs of treatment, maintenance and custody, however, in view of the exigent circumstances, DOCCS will forgo recoupment of any costs for up to 200 eligible incarcerated individuals that may be transferred to DOCCS custody. In the event City DOC seeks to transfer additional eligible incarcerated individuals over and above the initial cohort of 200, upon modification of this agreement, DOCCS may charge reasonable costs associated with the incarceration of such individuals, and

**WHEREAS**, City DOC and DOCCS desire to commit their understandings and mutual promises in a written agreement,

**NOW THEREFORE**, in consideration of the promises and covenants contained in this Agreement, the City DOC, as authorized by Correction Law Section 91, agree as follows:

### **Section 1. DEFINITION**

- A. "Eligible Incarcerated Individuals" means an incarcerated individual who is serving one or more definite sentences of imprisonment with a term in excess of 90-days.

### **Section 2. TERM and EFFECTIVE DATE**

- A. The Agreement shall take effect on Monday, September 20, 2021.

### **Section 3. REPRESENTATIONS and OBLIGATIONS**

- A. The City DOC shall be obligated and represents that as a condition of services to be performed by DOCCS pursuant to this Agreement, City DOC shall, for each eligible incarcerated individual:
- o Provide a pre-sentence report to the extent available,
  - o Provide a commitment paper and a sentence computation
  - o Provide all medical and mental health records and a statement of prescription drugs or health aid devices issued or prescribed
  - o Medication Assisted Treatment (MAT) status and the prescribed medication
  - o Vaccination History
  - o COVID Status
  - o COVID Test, subject to Paragraph B, below
  - o Disciplinary Records
  - o Any other records, which in the judgement of City DOC, or DOCCS, will assist DOCCS in the safe and secure confinement and treatment of all eligible incarcerated individuals transferred to its custody
- B. If a CITY DOC eligible incarcerated individual refuses to be administered a COVID Test, those eligible incarcerated individuals must be transported

- separate from those eligible incarcerated individuals who have tested negative and will be subsequently quarantined upon intake into DOCCS.
- C. City DOC will deliver the identified eligible incarcerated individuals to the State Correctional Facility Reception Center on the date and time that is specified in advance by DOCCS.
  - D. DOCCS is obligated to provide an appropriate degree of treatment, maintenance and custody to ensure the safe and humane confinement in accordance with all pertinent provisions of Correction Law Section 91 for each eligible incarcerated individual transferred to its custody.
  - E. Any eligible incarcerated individual will not be transferred to, or held at, Albany County Jail.
  - F. DOCCS will effectuate the release of all eligible incarcerated individuals at the conclusion of their sentence in accordance with Correction Law Section 125, however, City DOC will make any necessary notifications and arrangement for post release supervision, if applicable.
  - G. City DOC agrees at its sole cost and expense, in any court or administrative body in any jurisdiction, including the State of New York, to defend and indemnify DOCCS, its officials, directors, employees and agents from and against any claims, actions, penalties, liabilities, settlements, damages, injuries, costs, expenses, including without limitation, attorney and consultant fees, court costs, and litigation and/or administrative proceeding expenses of whatever kind or nature known or unknown, contingent or otherwise, arising partially or entirely, out of or related to actions taken or occurring pursuant to this Agreement, causing property damage, personal injury or death, except defense and indemnification will not be provided to DOCCS, its officials, directors, employees and agents, for intentional or reckless acts or omissions.

#### **Section 4. APPROVAL OF AGREEMENT**

It is understood that pursuant to Correction Law Section 91, this agreement, entered into by the Commissioners of CITY DOC and DOCCS, is subject to the approval of the Mayor of the City of New York.

#### **Section 5. TERMINATION**

This Agreement may be terminated, upon 72 hours written notice, by either party.

CITY DOC

By: 

VINCENT SCHIRALDI  
Commissioner

Date: 9/17/21, 2021

DOCCS

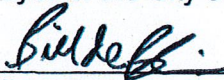
By: 

ANTHONY J. ANNUCCI  
Acting Commissioner

Date: 9/17/21, 2021

APPROVAL:

Mayor of the City of New York

  
\_\_\_\_\_  
Bill de Blasio

Date: 9/17/2021