

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK STATE DIVISION OF HUMAN RIGHTS
AND
THE COMMISSION ON HUMAN RIGHTS FOR ULSTER COUNTY
FOR INTAKE RELATIONSHIP**

The New York State Division of Human Rights (“Division” or “Agency”) and the Commission on Human Rights for **Ulster** (“Commission”) are committed to preventing and fighting discrimination in the State of New York, including in the County of **Ulster** through, among other ways, enhancing services to those who avail themselves or wish to avail themselves of the rights and protections accorded by the New York State Human Rights Law.

Specifically, the Division has jurisdiction over allegations of discrimination under the New York Executive Law, Article 15 (“Human Rights Law”). The Commission has authority under General Municipal Law, Article 12D, to, among other things, assist the Division in educating the public generally on the Human Rights Law (“Law”) and the Division’s responsibilities and work in enforcing that Law, and to assist those individuals who believe they have or could have a valid claim under the Law in completing and submitting complaints with the Division that meet the requirements of the Law.

In light of the shared mission and goals of the Division and Commission (individually, “Party,” and collectively, “Parties”) to prevent and fight discrimination in the State of New York, including specifically in the County of

Ulster, and to enhance services to alleged victims of discrimination, and in consideration and recognition that an enhanced State discrimination complaint process furthers both the Division's and the Commission's mission and work, the Parties desire to and do enter into this Memorandum of Understanding ("MOU") to establish intake relationship between the Division and the Commission on the following terms and conditions, for the time period set forth below, unless this MOU is modified or terminated before that date pursuant to the terms and conditions set forth herein.

I. Effective Date and Term of this MOU

This MOU shall take effect on the date that this MOU is fully executed by both Parties and shall continue for twelve (12) months from that date ("Effective Date"), unless it is modified, extended, or terminated before that Effective Date pursuant to the terms and conditions set forth herein. If the MOU is not modified, extended, or terminated before that date, it shall expire automatically at 11:59 p.m. on the last day of that twelve month period ("Termination Date").

II. Division's Responsibilities

A. Publications and Materials. The Division shall make its publications and materials available to the Commission, free of charge, as it deems, in its sole discretion, necessary and appropriate and consistent with the Agency's interests, which publications and materials shall be used solely for educational and outreach purposes by the Commission.

B. Training. The Division shall offer to the Commission, on an annual basis, at least one (1) training session on the Law and on its intake and investigation processes.

C. Forms. The Division shall provide the Commission, free of charge, with all forms and paperwork necessary for the intake and investigation process that are not publicly available.

D. Website. The Division shall identify the Commission on its website and, if applicable, shall also include a hyperlink to the Commission's official website. In providing a link to the Commission's website, the Division shall have no obligation to the Commission to ensure that access to the Commission's website will be uninterrupted or error free. The Division has the right to terminate or modify the identification and/or hyperlink to the website, as it deems necessary or appropriate, in its sole discretion, without notice to the Commission or amendment to this MOU.

III. Commission's Responsibilities

A. Publications and Materials. The Commission shall display at its offices and at all outreach events all Division materials and publications that are relevant to the issues being addressed by the Division, the Commission, and/or at the outreach event, in such a way that makes clear that the publications and materials pertain to the State's Human Rights Law and the Division.

B. Training. The Commission agrees that all employees and volunteers who will be involved in any way in education and outreach as to the Law or the

Division, in the intake of individual complaints under the Law, and/or in the investigation of such complaints under the Law shall attend the Division's annual training on the Law and any other training required by the Division for such persons, as the Division deems necessary for the full understanding of the Law.

C. Intake Responsibilities. The Commission agrees to educate and assist individuals who believe that they have been aggrieved under the Law to understand the Law and, where appropriate, to file complaints with the Division, through the Commission. The Commission further agrees that it will follow the Division's process and instructions with respect to the filing of complaints under the Law, including the requirement that the Commission forward all referral or intake documents to the Regional Office in **(Albany)** within five (5) business days of receipt.

D. Files and Records. The Commission shall maintain all files and records pertaining to a complaint (whether filed or not) in accordance with Division policies, procedures, and guidelines, and shall forward or return any and all files requested by the Division within twenty-four (24) hours of the request. All other files and records shall be returned to the Division in accordance with the Division's policies, procedures, and guidelines for complaint processing.

E. Confidentiality. The Commission agrees that none of its employees will make any statements to anyone not related formally to the Division or the Commission or volunteers conducting any activities on behalf of the Division regarding any complaint, investigation proceeding, or any other matter

pending before the Division and/or Commission, and that such statements can only be made if they pertain and are necessary for official business. The Commission further agrees that none of its employees or volunteers will publish or publicize any information or material (other than that available to the general public) received in connection with any complaint filed under the Law or from the Division's files or records. The Commission warrants and represents that all employees and volunteers that will be educating the public about the Law and/or the Division, assisting actual or potential complainants in filing complaints under the Law, and/or processing or investigating complaints filed under the Law have read and understand Subsections 3.a and 8 of Section 297 of the Executive Law and Subsections 3.b and 3.c of Section 74 of the Public Officers Law.

The Commission agrees that its employees and volunteers will at no time represent to the individuals or to the public that they are employed by or representing the New York State Division of Human Rights. When conducting the activities that are the subject of this MOU, the Commission staff and volunteers shall identify themselves as being affiliated with the Commission only, which in turn has a relationship with the New York State Division of Human Rights for intake purposes only.

The Commission understands and agrees that this confidentiality provision shall survive the termination of this MOU, unless modified in accordance with the terms and conditions of this MOU.

F. Conflicts of Interest. The Commission agrees that it will not advocate (either publicly or before any party) for any position or party involved in any of the cases; that it will not have any real or apparent conflict of interest in any matter brought to it by the public under the Law or any complaint discussed with or filed by any party; and that it will not comment to anyone other than those formally involved with the complaint process at the Commission and/or Division about any complaint discussed with or filed by any party, including, specifically, the Division's ultimate decision on the complaint. The Commission understands that a breach of this provision will result in the modification or termination of this MOU.

G. FOIL Requests. The Commission agrees that it shall make its records of complaints accepted under this MOU available for public scrutiny pursuant to the requirements and restrictions of the Freedom of Information Law, Article 6 of the Public Officers Law ("FOIL"). The Commission further agrees that it shall consult with the Division before releasing any information about matters of mutual undertaking, including specifically information regarding individual complaints of discrimination, to the public, whether in the form of a press release, radio or television broadcast, letter, e-mail, or telephone conversation.

H. Website. The Commission authorizes the Division to identify the Commission on the Division's website, and, if applicable, to include a hyperlink to the Commission's official website, which shall be maintained at the Commission's expense. The Commission understands and agrees that the

Division shall not be responsible in any way with maintaining its website so to ensure access to the Commission's website and that the Division has the right to terminate or modify the identification and/or hyperlink to the website, as it deems necessary or appropriate, in its sole discretion, without notice to the Commission or amendment to this MOU,

IV. Modification, Extension, and/or Termination of this MOU

This MOU may be modified and extended only through a writing signed by both Parties before the MOU's Termination Date, but either Party may terminate it, for whatever reason and at any time, upon the written notification to the other Party. In the event that either Party decides to terminate the MOU, the Commission shall forward all materials and documents relating to any potential or actual Division complaint to the Division within twenty-four (24) hours of the effective date of termination. As noted above, the confidentiality requirements shall survive the termination of this MOU, and the website provision is not subject to this provision.

V. Entire Agreement

The Parties acknowledge and agree that this MOU constitutes the entire agreement between them with respect to their work on the individual complaint process and that it supersedes and replaces entirely any other agreements or understandings in this regard, whether written or oral.

By signing below, each Party warrants and represents that s/he has the authority to execute this MOU on behalf of her/his agency and to bind her/his agency to each and every term and condition set forth herein, and agrees, on behalf of her/his agency, that her/his agency will adhere to the terms and conditions of this MOU.

GALEN D. KIRKLAND
COMMISSIONER
NEW YORK STATE DIVISION OF HUMAN RIGHTS

DATE

ARLENE FOY REYNOLDS
COMMISSIONER
ULSTER COUNTY HUMAN RIGHTS COMMISSION

DATE

DAVID B. DONALDSON
CHAIRMAN
ULSTER COUNTY LEGISLATURE

DATE