

COOPERATIVE AGREEMENT BETWEEN
THE CITY OF NEW YORK ACTING BY AND THROUGH ITS DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
AND
THE CITY OF NEW YORK ACTING BY AND THROUGH THE DEPARTMENT OF
FINANCE, OFFICE OF THE SHERIFF

AOT – SHERIFF’S OFFICE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement"), effective as of the date set forth on the signature page, between the Department Health & Mental Hygiene ("DOHMH" or the Department) of the City of New York (City), with offices located at 42-09 28th Street, Long Island City, NY 11101, and the Department of Finance Office of the Sheriff ("the Sheriff") of the City of New York, with offices located at 30-10 Starr Avenue, Long Island City, NY 11101 (each individually referred to herein as the "Party" and jointly referred to as the "Parties").

WITNESSETH:

WHEREAS, Mental Hygiene Law §9.60 establishes an Assisted Outpatient Treatment program (AOT) which is administered by the Department; and

WHEREAS, under Mental Hygiene Law §9.60(h)(3) and (n), there are provisions for the removal of subjects of AOT petitions and subjects of AOT orders to hospital emergency rooms in furtherance of the purposes of said law; and

WHEREAS, it was the desire of the Department that the Sheriff perform such removals as more fully described below; and

WHEREAS, the Department and the Sheriff entered into an agreement with an expiration date of June 30, 2020, for the Sheriff to perform such removals (the "Agreement"); and

WHEREAS, the Sheriff has satisfactorily performed service under the Agreement; and

WHEREAS, the Parties desire to continue to work together to perform such removals as more fully described below; and

WHEREAS, the Parties desire to increase AOT patients’ opportunities to secure housing, employment and other public benefits by collaborating with community legal services to assist AOT patients in removing open warrants under their names;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Cooperative Agreement, and other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

ARTICLE I. **TERM OF PERFORMANCE**

This Cooperative Agreement shall become effective on July 1, 2020, and shall remain in effect through June 30, 2021 with two (2), one (1)-year renewal which renewals will begin on July 1, 2021 and end on June 30, 2022 and begin on July 1, 2022 and end on June 30, 2023 respectively, subject to satisfactory performance on the part of the Contractor, the availability of funds, and all approvals required by law.

ARTICLE II. **SCOPE OF SERVICES**

Section II.1 **In General.** Upon the request of the Department, or the Department's designee, the Sheriff will perform removals to hospital emergency rooms of individuals who are subjects of AOT petitions and orders in accordance with the above-cited statutory sections. In addition, the sheriff will provide support as needed at the two AOT exam sites when a consumer scheduled for an exam presents a degree of risk that exceeds the perceived ability of DOHMH police and AOT staff to insure a safe environment. AOT will not schedule requests for assistance that conflict with already scheduled or emergency consumer removals.

Section II.2 **Referral Process.** The Department, or the Department's designee, shall not refer such individuals for said removal if the only information available concerning the individual is the individual's name. Recognizing that these removals may involve locating individuals for whom a current residential address is not available, but for whom the Department or its designee has provided some prior location information and/or the location information of significant others of the individuals to be located, in the event that the Sheriff concludes that the information so provided may be insufficient to locate the individual, the Sheriff shall consult with the Department and its designee prior to rejecting said referral. Such consultation shall involve discussion of possible further efforts to develop information to aid in the location of said individual. If the Sheriff is not satisfied after such consultation, the Sheriff will e-mail its formal rejection of the referral to the Department wherein the Sheriff will set forth the reasons for said rejection.

Section II.2.a The Sheriff after receiving a referral and prior to issuing a rejection of the referral for an individual who cannot be located shall attempt to locate said individual and/or the address or the whereabouts of said individual through use of the e-justice system and any databases accessible to the Office of the Sheriff within the bounds of the laws applicable to such searches and reports.

Section II.2.b The Sheriff after receiving a referral for an individual who cannot be located shall determine whether that individual should be entered into the e-justice system

as a vulnerable adult so that entities that may locate said individual will treat detainment of said individual as a medical/civil situation rather than a criminal justice matter so long as doing so does not violate any applicable laws.

Section II.3 **Shift.** In accordance with the Scope of Work set forth in the attached Annex A , the sheriff will provide teams of personnel in two weekday shifts, each consisting of, at a minimum of four individuals. The first shift operates from 8:00am to 4:00pm; the second shift from 4:00pm to 12:00am. In addition, the Sheriff's Office reserves the right to execute removal orders at any time it deems necessary in order to preserve peace and public order. The budget line for overtime in the attached Annex B is intended to compensate for an additional Sheriff when one of the scheduled workers is on vacation or out sick or if deemed necessary by the Sheriff to perform removal services outside of normal work hours.

Section II.4 **Training.** In conjunction with DOHMH the Sheriff will provide in-person or virtual training to deputies involved in the removal process on an as needed basis as determined by DOHMH, the Citywide Assistance Team (CAT) and the Sheriff. The individuals to be trained will include all regularly assigned deputies and such other deputies, if any, designated by the Sheriff.

Section II.5. **Open Warrant Searches:** Upon receipt of an authorization form signed by an AOT patient, the Sheriff will access the eJusticeNY database to determine whether the patient has an open criminal warrant. If the Sheriff finds an open criminal warrant on an AOT patient, the Sheriff will notify the Department of the warrant's status through contacting the Deputy Director of Data Integrity and Analysis or his/her designee within the Department's Division of Mental Hygiene. The Sheriff shall not notify any other person or any other city, state, or federal agency or nongovernmental agency or organization of an open warrant on an AOT patient where the Sheriff discovered the warrant's status through receipt of the patient's signed authorization form.

ARTICLE III. PAYMENT

Section III.1 **General Payment Obligation.** DOHMH agrees to pay and the Sheriff agrees to accept as full payment for all services rendered under this Cooperative Agreement an annualized amount not to exceed \$923,621.00 subject to the availability of funding and according to the budget that is annexed hereto as Annex B, and made a part of this Agreement.

Subject to the approval of the Department, the Sheriff may utilize funds for specific budget items for other personal services and other-than-personal-services expenses incurred by the Sheriff in performance of its duties pursuant to this Cooperative Agreement.

Section III.2 **Claims Procedures.** The Sheriff shall submit to DOHMH quarterly with supporting documentation, an official Intra-City invoice and a quarterly expenditure report containing all allowable Personnel Services (PS) and Other Than Personnel Services (OTPS) expenses incurred during the quarter pursuant to this Cooperative Agreement. The quarterly

invoices should be submitted to DOHMH no later than thirty (30) days after the end of the quarter.

Section III.3 **Final Invoice.** The final quarterly Intra-City invoice must be submitted to DOHMH no later than thirty (30) days after the end of the preceding City fiscal year quarter.

ARTICLE IV. **RECORD RETENTION.**

The Sheriff agrees to retain all electronic and hard-copy books, records, and other documents relevant to this Cooperative Agreement for six years after the final payment or termination of this Cooperative Agreement, whichever is later. Any City, State, and Federal auditors and any other persons duly authorized by DOHMH shall have full access to and the right to examine any of the said materials during the said period.

ARTICLE V. **MODIFICATION.**

This Cooperative Agreement, including the annex hereto, may be modified by the Parties in writing, by mutual agreement of the Parties or as specified in Article VIII. It may not be altered or modified orally. Prior to the end of each fiscal year of this Agreement, the Parties shall negotiate in good faith on a new budget and a not-to-exceed amount for the subsequent fiscal year. All salaries set forth in the attached budget for all personnel supplied by the Office are subject to change to reflect collective bargaining agreements.

ARTICLE VI. **NOTICES**

All notices under this Cooperative Agreement shall be in writing and, unless otherwise specified in this Agreement, shall be sent by mail, postage prepaid to the attention of the following individuals or to such other person or address either Party shall designate to the other by written notice:

For the Department

New York City Department of Health and Mental Hygiene
42-09 28th Street
Long Island City, NY 11101

Attn: Myla Harrison
Assistant Commissioner, Bureau of Mental Health
Email: mharriso@health.nyc.gov

Attn: Nicholas Elcock, Agency Chief Privacy Officer (for breach notification only)
Email: nelock@health.nyc.gov

Attn: Liza Bowers, Program Administrator (for general questions and invoices)
Email: lbowers@health.nyc.gov

Attn: Samantha Aaron, Deputy Director of Data Integrity and Analysis (**for Open Warrant Searches Only**)

Saaron1@health.nyc.gov

and

Attn: David Aboudi, MPH, Data Integrity Analyst
daboudi@health.nyc.gov

For the Sheriff

New York City Sheriff's Office
30-10 Starr Avenue
Long Island City, NY 11101

Attn: Joseph Fucito, Sheriff
Email: fucitoj@finance.nyc.gov

For Payment

New York City Department of Finance
59 Maiden Ln, 32nd Floor
New York, NY 10038
Budget Office

Attn: Margaret Donnelly, Budget Director
Email: Donnellym@finance.nyc.gov

Attn: Regina Li, Budget Supervisor
Email: LiRegina@finance.nyc.gov

ARTICLE VII. **CONTROL OF EMPLOYEES**

The employees contracted by the Sheriff to perform work under this Cooperative Agreement will report to and receive all assignments in connection with the services to be performed hereunder from the sheriff with the consent of the Commissioner of DOHMH or his/her designee unless the Sheriff is notified otherwise in writing by the Commissioner or said designee.

ARTICLE VIII. **REDUCTION OF PUBLIC FUNDS**

If, after the signing of this Cooperative Agreement, the public funds anticipated to be available to DOHMH for any/all City fiscal years included in the term of this Cooperative Agreement are reduced, DOHMH reserves the right to reduce the public funds authorized under this Cooperative

Agreement by informing the Sheriff of the amount of the reduction and revising Annex A and Annex B as appropriate; or to terminate this Cooperative Agreement or any part thereof.

ARTICLE IX. **TERMINATION**

This Cooperative Agreement may be terminated:

- a) Without cause, by either Party upon sixty days written notice to the other Party;
- b) By DOHMH upon thirty days written notice to the Sheriff if the public funds anticipated to be available to DOHMH are eliminated; and
- c) For cause, by DOHMH upon thirty days written notice to the Sheriff for the material default of the Sheriff in the performance of the terms and conditions of this Cooperative Agreement.

ARTICLE X. **ENTIRE AGREEMENT**

This written Cooperative 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 Cooperative Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Agreement on the dates appearing below their respective signatures.

New York City Department of Health and Mental Hygiene

New York City Department of Finance Office of the Sheriff

Signature: Judi Rick Soehren
Judi Soehren

Signature: Jacqueline James
Jacqueline James

Title: Agency Chief Contracting Officer

Title: Chief Financial Officer

Date: 03-05-2020

Date: 12/29/2020

Approved as to form

Lisa Landau /s/

NYC Department of Health and Mental Hygiene
Office of General Counsel

Date: 2-17-21

Approved as to Form
Certified as to Legal Authority

By: Lisa Landau
General Counsel
New York City Department of Health
and Mental Hygiene
As Acting Corporation Counsel
Pursuant to Delegation of Authority

Date: February 17 2021