

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 125 Worth Street, New York, New York 10013, and the Department of Finance Office of the Sheriff ("the Sheriff") of the City of New York, with offices located at 31 Chambers Street, New York, New York 10007.

**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 (e), 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 for the Sheriff to perform such removals effective July 1, 2008; and

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

WHEREAS, the Department desires to renew the agreement pursuant to its terms; and

WHEREAS, the parties desire to amend and restate the agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I. TERM OF PERFORMANCE**

This Cooperative Agreement shall become effective on July 1, 2008, and shall remain in effect through June 30, 2009, with three (3) automatic one (1) year renewals, 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.

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 fax its formal rejection of the referral to the Department wherein the Sheriff will set forth the reasons for said rejection.

**Section II.3 Shift.** In accordance with the attached Appendix A budget, the personnel shall work two weekday shifts, each consisting of four individuals. The first shift shall work from 8:00 A.M. to 4:00 P.M.; the second shift shall work from 11:30 A.M. to 7:30 P.M. The budget line for overtime in the attached Appendix A is intended to compensate for an additional Sheriff when one of the scheduled workers is on vacation or out sick.

**Section II.4 Training.** In conjunction with DOHMH the Sheriff will provide training to officers involved in the removal process on an as needed basis as determined by DOHMH and the Citywide Assistance Team (CAT). The individuals to be trained will include all regularly assigned officers and all backup officers. The Sheriff can also determine that additional training is required for officers involved in the removal process.

### 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 \$680,622, subject to the availability of funding. A copy of the Sheriff's budget is annexed hereto and incorporated herein by reference as Appendix A.

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.

**Section III.3 Final Invoice.** The final quarterly Intra-City invoice must be submitted to DOHMH no later than sixty (60) days after the end of the preceding City fiscal year quarter.

ARTICLE IV. RECORD RETENTION.

The Sheriff agrees to retain all 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 in a manner not materially affecting the substance hereof. 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 on or after May 1, 2007.

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 Trish Marsik, Assistant Commissioner, Bureau of Mental Health, New York City Department of Health and Mental Hygiene, 93 Worth Street, New York, N.Y. 10013 in the case of the Department, and to Timothy LaRose Sheriff Chief of Operations, 31 Chambers Street, New York, N.Y. 10007 in the case of the Sheriff, or to such other person or address either party shall designate to the other by written notice.

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. 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.

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

**DOHMH Authorized Signatory**

Name: Adam Karpur, M.D.

Signature: AK

Title: Executive Deputy Commissioner

Date: 12/23/08

**Sheriff Authorized Signatory**

Name: Lindsay Eason

Signature: Lindsay Eason

Title: Sheriff

Date: November 20, 2008