

**COOPERATIVE AGREEMENT
BETWEEN
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION
AND
THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION**

THIS COOPERATIVE AGREEMENT ("Agreement"), dated as of this ²³ day of ~~January~~ ^{January} 2013, between the Department of Social Services of the Human Resources Administration of the City of New York (HRA), with offices located at 180 Water Street, New York, New York 10038, and the New York City Health and Hospitals Corporation (HHC), with offices located at 125 Worth Street, New York, New York 10013.

WITNESSETH:

WHEREAS, the HIV/AIDS Services Administration (HASA) is the primary unit within HRA that is responsible for making referrals to the supportive housing units for Persons Living with AIDS, which are funded through HRA; and

WHEREAS, there is a need to clinically assess clients in need of housing, in order to determine the appropriate level of supportive or independent housing to which the client should be assigned; and

WHEREAS, HHC has the expertise to provide these clinical assessments for these persons through its behavioral health programs.

NOW, THEREFORE, in consideration of mutual covenants contained in this Agreement, HRA and HHC have agreed and do hereby agree as follows:

ARTICLE 1. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2012, through June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement, with four (4) automatic one-year renewals thereafter, at the option of HRA, subject to the annual appropriation and availability of funding.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 HHC shall establish a Comprehensive Health Assessment Team (CHAT) at each of the eleven (11) HASA centers to perform work under the direction and supervision of HRA's medical director. Each CHAT will include social work and psychiatric staff. A full time psychiatric social worker shall be stationed at each HASA center. There shall be one part time psychiatrist from Woodhull Medical & Mental Health Center and one full-time psychiatrist from Gouverneur Healthcare Services, both of which are to be stationed at the HASA

centers. The part-time psychiatrist from Woodhull Medical & Mental Health Center shall be assigned to the following four (4) HASA centers:

Brownsville Center

94 Flatbush Avenue, 3rd Floor
Brooklyn, New York 11217

Coney Island Center

3050 West 21st Street, 2nd Floor
Brooklyn, New York 11224

Greenwood Center

88 Third Avenue, 2nd Floor
Brooklyn, New York 11217

Queensboro Center

33-28 Northern Blvd. 2nd Floor
Long Island City, New York 11101

The full-time psychiatrist from Gouverneur Healthcare Services shall be assigned to the following seven (7) HASA centers:

Amsterdam Center

400 Eighth Avenue, 3rd Floor
New York, New York 10001

Grand Concourse Center

1790 Grand Concourse, 4th Floor
Bronx, New York 10457

Hamilton Center

530 West 135th Street, 3rd Floor
New York, New York 10031

Jerome Center

1365 Jerome Avenue, 1st Floor
Bronx, New York 10452

Kingsbridge Center

260 East 161st Street, 7th Floor
Bronx, New York 10451

Waverly Center

12 West 14th Street, 1st Floor
New York, New York 10011

ServiceLine/Intake Unit

400 8th Avenue, 2nd floor
New York, New York 10001

- 2.2 Each CHAT shall perform a medical and psycho-social assessment of all clients at the HASA center to identify the serious and persistently mentally ill, mentally ill chemically dependent, and the chemically dependent.

- 2.3 If a client is determined to need supportive domiciliary medical services, the CHAT will complete the HRA 2010E Application Form and conduct a comprehensive psychiatric evaluation, necessary to refer clients for specialized housing.
- 2.4 Each CHAT shall operate minimally from Monday through Friday 9:00 a.m. to 5:00 p.m. If a client arrives near the end of the day, the CHAT will extend its hours, whenever possible, to allow for completion of the assessment on the day the client presents. CHAT operations are not to be performed on City Holidays.
- 2.5 HASA will provide training and manuals describing the procedures for operating the HASA automated case management system.
- 2.6 CHAT staff will enter client information into the HASA automated case management system, as required by HASA.
- 2.7 Each CHAT shall operate in accordance with standardized procedures to be developed by the HHC Office of Behavioral Health and approved by HASA within three months of the start of the program.

ARTICLE 3. PAYMENT

- 3.1 HRA agrees to pay, and HHC agrees to accept, as full payment for the services performed under this Agreement an amount not to exceed one million seven hundred nine thousand four hundred and thirty four dollars (\$1,709,434.00) for the period of July 1, 2012 through June 30, 2013. Annually thereafter, HHC will submit a proposed budget to HRA for the next year by April 1st of each year. If no budget is agreed upon within fifteen (15) days after the proposed budget is submitted, HHC may terminate this agreement upon forty-five (45) days written notice to HRA. Appendix A of this COOPERATIVE AGREEMENT contains the first annual line-item budget.
- 3.2 Upon receipt and approval of HHC's Quarterly Expenditure Report, as submitted pursuant to subsection 3.3 below, HRA shall remit to HHC a payment for approved actual expenses incurred during the quarter.
- 3.3 Request for payment is to be made quarterly on an official Intra-City invoice with supporting documentation (see Appendix B). Such documentation must conform to the approved staffing pattern and include the name of the staff person, job title, duties, annual salary, period of time worked, and payment due. HRA will designate the address to which requests should be sent. Invoices for each quarter must be submitted no later than 45 days after the end of the quarter to:

HIV/AIDS Services Administration
12 West 14th Street – 5th Floor

New York, New York 10011

- 3.4 The staffing pattern and the budget are part of this Agreement (see Appendix A). Any changes must receive prior HRA approval.
- 3.5 If the budget has Other Than Personnel Services (OTPS) costs, including furniture and equipment, invoices and supporting documentation in form and content acceptable to HRA should be submitted. A description of all furniture and equipment that have been acquired must be submitted along with their corresponding cost.
- 3.6 The official Intra-City invoice submitted (Appendix B), shall be signed by an authorized representative of HHCs fiscal office and shall include the following typed language, certifying that the reimbursement sought for Personnel Services (PS) and OTPS is not funded by any other City, State, or Federal jurisdiction:

“I hereby certify that this invoice is for articles received, services rendered, or amounts expended on behalf of the City of New York; that it is correct as to the price and amount; that it is necessary for the proper transaction of the business of the department; that it was incurred solely for the benefit of the City of New York; that no part of the amount claimed therein has been previously certified; and that the amount is solely for the operation of said program described on this invoice.”

ARTICLE 4. AUDITS

- 4.1 HHC shall conduct an annual audit of programs funded under this Agreement. Annual program performance evaluations will focus on each CHAT’s ability to achieve program outcome indicators established by HHC Office of Behavioral Health and HRA within six months of the start of the program.
- 4.2 HHC shall provide HRA with copies of the completed audits within thirty (30) days of receipt of the final audit report. HRA reserves the right to review all records relating to claims submitted pursuant to this Agreement.

ARTICLE 5. PUBLICITY

HRA and HHC agree not to make any statement to the press concerning the policies and procedures of the other agency as related to the work performed pursuant to this Agreement without the prior written approval of the other agency. This provision shall survive the expiration or sooner termination of this Agreement.

ARTICLE 6. RETENTION OF RECORDS

HHC shall retain all books, records and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement,

whichever is later. Any Federal, State, or City auditor and any other person duly authorized by HRA shall have full access to and the right to examine any of said materials during said period.

ARTICLE 7. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and Local laws, rules, and regulations as are in effect at the time such services are rendered, including, without limitation, the Civil Rights act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation act of 1973, and 45 CFR articles 84 and 85. The parties each represent that they are authorized to enter into this Agreement.

ARTICLE 8. CONFIDENTIALITY

- 8.1 All client information obtained, learned, developed or filed by HHC concerning recipients of services, including data contained in official HRA files or records, shall be held confidential by HHC pursuant to the pertinent provisions of the New York State Social Services Laws; New York State Public Health Law Article 27-F; New York State Mental Health Laws; the Social Security Act, 42 U.S.C.A. 1306 (1988); and all applicable federal and state laws and regulations. Any such client information shall not be disclosed by HHC to any person, organization, agency, or other entity except as authorized or required by law.
- 8.2 All of the reports, information, or data furnished, prepared, assembled, or used by HHC under this Agreement are to be held confidential, and HHC agrees that the same shall not be made available to any person, organization, agency, or other entity without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been provided notice of the request for the disclosure.
- 8.3 The provisions of this Article shall remain in full force and effect following termination or cessation of the services required by this Agreement.

ARTICLE 9. TERMINATION

- 9.1 Either party may terminate this Agreement in whole or in part without cause by giving thirty (30) days prior written notice to the other party.
- 9.2 Either party may terminate this Agreement for cause upon giving the other party written notice specifying the cause. Within fifteen (15) days of the date of receipt of such notice the non-terminating party shall have the right to submit a written corrective action plan. The parties shall meet to discuss the corrective action plan within ten (10) days after the date the corrective action plan is received. If the corrective action plan is rejected, the Agreement will terminate within sixty (60) days after the rejection.

- 9.3 HRA shall have the right to terminate this Agreement in whole or in part immediately, or to reduce the funding and level of services, in the event of a reduction or discontinuance of such funds by action or change of Federal, State, or City government policy, law, or regulation, or if Federal or State reimbursement is terminated or not allowed.
- 9.4 In the event that HRA does terminate this Agreement, HHC shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by HHC including labor costs on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement. In no event shall the word "obligation" as used herein be construed as including any lease agreement, oral or written, entered into between HHC and its landlord.

ARTICLE 10. MODIFICATION

- 10.1 Any modification of this Agreement must be in writing and signed by both parties.
- 10.2 HRA shall notify HHC of any ratification or discontinuance of funds by action of Federal, State or City government as soon as possible after being notified of such change by Federal, State or City government.

ARTICLE 11. OWNERSHIP OF DELIVERABLES

- 11.1 All records, data and other work product under this Agreement shall be the sole property of HRA, and HHC shall not allow the same to be used except for the purposes of this Agreement without the express written permission of HRA or as required by law.
- 11.2 All furnishings, goods, equipment, supplies and any other property acquired in whole or in part by funds provided for in this Agreement by the City ("City-owned property") shall be clearly marked or identified by HHC according to the HHC tagging system. HHC will maintain an inventory to identify HRA/City-owned property. While in HHC's custody, possession, or control, any such property shall be maintained in a first class condition per a maintenance contract that is part of the OTPS expenditures in the budget. HHC shall not dispose of City-owned property without the prior written approval of HRA. Notwithstanding any other provision of this Agreement, such property as is acquired wholly with HHC funds will remain the property of HHC and follow the Corporation's fixed assets policies.
- 11.3 HHC shall maintain an up-to-date inventory of furniture and equipment and submit such upon HRA's request and as part of the last account submission.

ARTICLE 12. LIABILITY

- 12.1 HRA represents that it shall be responsible for any and all claims, liabilities, losses or damages arising out of or relating to the performance of its officers, directors, employees and agents in connection with this Agreement.
- 12.2 HHC represents that it shall be responsible for any and all claims, liabilities, losses or damages arising out of or relating to the performance of its officers, directors, employees and agents in connection with this Agreement.

ARTICLE 13. LOCAL LAW 40

Pursuant to Local Law 40 of 2011, the agencies understand that this MOU may be posted on NYC.gov within 30 days of execution.

ARTICLE 14. NOTICES

- 14.1 All notices, direction or communication under this Cooperative Agreement shall be in writing and shall be delivered or mailed to the Senior Assistant Vice-President of Behavioral Health, 125 Worth Street, Room 421, New York, New York 10013 and to the General Counsel, Office of Legal Affairs, 125 Worth Street, Room 527, New York, New York 10013. Notices to HRA shall be delivered or mailed to Deputy Commissioner for HIV/AIDS Services Administration, 12 West 14th Street, 5th Floor, New York, New York 10001
- 14.2 Actual delivery of any notices, direction or communication to a party at the aforesaid places or delivery by certified return receipt or registered mail shall be conclusive and deemed to be sufficient service thereof upon such party as of the day such notice, direction or communication is received by the party. Such addresses may be changed at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner specified above. Nothing in this section shall be deemed to serve as a waiver of any requirement for the services of notice of process in the institution of an action or proceeding as provided by law.

ARTICLE 15. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the Parties, and no other agreement, oral or written, regarding the subject matter of this Agreement will be deemed to exist, to bind either Party, or to alter any of this Agreement's terms.

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

CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION
DEPARTMENT OF SOCIAL SERVICES

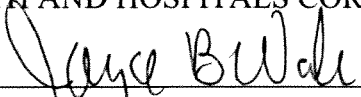
BY: 

NAME: Vincent P. Kelly

TITLE: Asst

DATE: 11/22/13

CITY OF NEW YORK
HEALTH AND HOSPITALS CORPORATION

BY: 

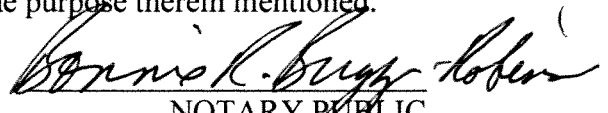
NAME: Joyce B Wake

TITLE: Sr. AUP

DATE: 12-7-2012

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

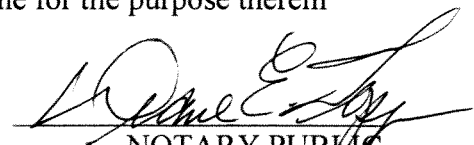
On this 22nd day of January, 2013 before me personally came
Vincent Polito, to me known and known to me to be
ACCO of the HUMAN RESOURCES
ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW
YORK, the person described in and who executed the foregoing instrument, and she/he
acknowledged to me that she/he executed the same for the purpose therein mentioned.


NOTARY PUBLIC

BONNIE R. BRIGGMAN-ROBINSON
Commissioner of Deeds
City of New York No. 4-4817
Commission Expires July 01, 2013

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On this 7 day of December, 2012, before me personally came
Joyce B. Wate, to me known and known to me to be
Sr. Asst. VP-OBM of the NEW YORK CITY HEALTH AND HOSPITALS
CORPORATION, the person described in and who executed the foregoing instrument,
and she/he acknowledged to me that she/he executed the same for the purpose therein
mentioned.


NOTARY PUBLIC

DIANE E TOPPIN
Notary Public, State of New York
No. 41 4795512
Qualified in Queens County
Certificate Filed in Bronx County
Commission Expires 4/31/2013