

INTERAGENCY AGREEMENT

Between

Office of Administrative Trials and Hearings (OATH)

And

Department of Health and Mental Hygiene (DOHMH)

For

Transfer of DOHMH Tribunal Operations to OATH

INTERAGENCY AGREEMENT

Background

This Interagency Agreement (Agreement) sets forth agreements between the **Office of Administrative Trials and Hearings (OATH)** and the **Department of Health and Mental Hygiene (DOHMH)** in anticipation of the forthcoming consolidation of the DOHMH tribunal into OATH. The parties anticipate that the functional transfer will be effective July 1, 2011. The purpose of this Agreement is to ensure that the functional transfer is seamless. The Agreement identifies the personnel to be transferred and the budget/headcount associated with the transfer. It also memorializes specific agreements entered into by DOHMH and OATH regarding the terms of the functional transfer. This document addresses all agreements between DOHMH and OATH concerning the functional transfer as of the date of the signatures below.

1. Personnel

DOHMH agrees to transfer to OATH, and OATH agrees to accept, all persons and lines listed in Appendix A. DOHMH further agrees that if a specific individual cannot be transferred, the line for that position and all funding associated with it will be transferred to OATH.

2. Budget

DOHMH agrees to transfer to OATH 43 full-time headcount and \$3,945,184 as detailed in Appendix B. This includes \$234,625 in PS administrative overhead funding and OTPS funding for two temporary workers. DOHMH will not provide headcount for that portion of the budget.

3. Revenue

All revenue collection and accounting associated with the DOHMH caseload, while still contributing to the City's General Fund, will be managed by OATH. OATH will maintain detailed accounting of all revenue collections arising from fines levied in response to DOHMH-issued Notices of Violation (NOVs) with specific sub-revenue source classifications unique to specific revenue sub-types. OATH will report these amounts to DOHMH on a monthly basis to ensure reporting and continuity of state aid revenue for DOHMH.

Both DOHMH and OATH agree to collaborate well in advance of any proposal from either agency to adjust revenue targets in the City's financial plan.

4. **Facilities**

The space located at 66 John Street, 11th floor, currently occupied by DOHMH for use of its tribunal, will be transferred to OATH and subject to the terms of the existing agreement with DCA.

5. **Assets**

All furniture, equipment, IT and other assets currently owned by DOHMH for use by its tribunal will be transferred to OATH. Both parties will be responsible for notifying the Office of the Comptroller of this transfer of assets. However, all Blackberries and laptops will be returned to DOHMH.

6. **Information Technology**

DOHMH agrees to provide OATH with all necessary user and infrastructure support with regard to the ATAS system. This includes ATAS application accessibility and network connectivity support, but not hardware break-fix and non-ATAS software support after the transfer of IT assets to OATH.

Detailed terms of agreement between DOHMH and OATH will be outlined in a separate IT agreement between DOHMH and OATH to be completed no later than June 22, 2011. This agreement will include the particulars concerning desktop and network support, as well as short- and long-term ATAS development, including specific obligations and projects.

The parties acknowledge that the ATAS system may have downtime due to emergencies or system-wide maintenance. The IT agreement will outline the particulars concerning downtime and deployment of appropriate IT personnel to work with OATH IT staff to ensure that system emergencies are promptly addressed and service restored.

7. **Telecommunications**

DiRAD Technologies, Inc. currently provides interactive voice response (IVR) services to DOHMH pursuant to a contract. DOHMH inspectors rely on this service to perform their duties, including calling the DiRAD-hosted IVR system to obtain a docket number and next available hearing date and time for each new Notice of Violation. OATH agrees to pay a reasonable portion of the annual maintenance cost attributable to this function. DOHMH agrees not to discontinue this contract without giving OATH sufficient notice to allow OATH to make other arrangements to provide automated scheduling services.

8. **Meetings**

DOHMH and OATH agree to participate in regular meetings as needed to address issues related to consolidation, including but not limited to: facilities, facilities management, asset management, IT and telecommunications resources, and other issues related to the functional transfer and tribunal needs. DOHMH and OATH agree to resolve any such issues expeditiously and cooperatively.

9. **Agency Contact**

OATH and DOHMH each agree that the following individuals will serve as the chief contact person to respond to issues concerning the functional transfer and/or terms of this agreement:

<u>Agency</u>	<u>Contact</u>	<u>Title</u>	<u>Contact</u>
OATH	Scott Mason	1 st Deputy Chief Executive	smason@oath.nyc.gov
DOHMH	Assunta S. Rozza	Assistant Commissioner	srozza@health.nyc.gov

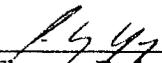
10. **Effective Date**

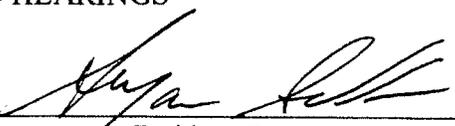
This Agreement is effective as of July 1, 2011.

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

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

THE CITY OF NEW YORK
OFFICE OF ADMINISTRATIVE TRIALS
AND HEARINGS

By: 
Thomas Farley, MD MPH
Commissioner

By: 
Suzanne A. Beddoe, Esq.
Chief Administrative Law Judge

Date: 6.22.11

Date: 6/23/11