

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 31 Chambers Street, New York, New York 10007.

W I T N E S S E T H:

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 for the Sheriff to perform such removals effective July 1, 2012 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, 2012, and shall remain in effect through June 30, 2015 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. 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 schedule requests for assistance in a manner

that does not 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 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 Annex 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 Annex 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 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.

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 \$792,902.82 subject to the availability of funding. A copy of the Sheriff's budget is annexed hereto and incorporated herein by reference as Annex B.

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, 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 Trish Marsik, Assistant Commissioner, Bureau of Mental Health, New York City Department of Health and Mental Hygiene, 42-09 28th Street, Long Island City, NY 11101 in the case of the Department, and to Oscar Odom III, First Deputy Sheriff, 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. **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 the material default of the Sheriff in the performance of the terms and conditions of this Cooperative Agreement. The Cooperative Agreement shall terminate upon thirty days written notice from DOHMH to the Sheriff.

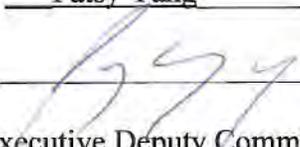
ARTICLE X. **ENTIRE AGREEMENT**

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.

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

DOHMH Authorized Signatory

Name: Patsy Yang

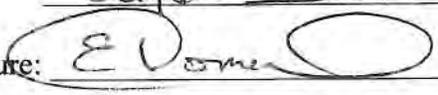
Signature: 

Title: Executive Deputy Commissioner
& Chief Operating Officer

Date: 11/5/12

Sheriff Authorized Signatory

Name Edgar Domeneck

Signature: 

Title: Sheriff

Date: 10/1/12



Contract Budget Summary

Agency Name:
Contract Number:
Contract Term:
Mailing Address:

Sheriff's Office
 7/1/2012-6/30/2015
 31 Chambers Street, New York, New York 10007
 ANNEX B

24-Hour Contact Number:
Executive Director:

Insert provider 24-hour contact phone number here. (i.e. 917-555-1234)
 Olga Fazylova

Program Unit	Program Code	Contract Funding			
		FY13	FY14	FY15	Total
ANNEX B	0000	792,903	792,903	792,903	2,378,708
0	0000	-	-	-	-
0	0000	-	-	-	-
0	0000	-	-	-	-
Total Contract Amount:		792,903	792,903	792,903	2,378,708

**ANNEX A
SCOPE OF SERVICE**

Provider Name:	Department of Finance Office of the Sheriff																										
Contract Number:																											
Contract Term:	7/1/2012 - 6/30/2015																										
Scope Effective Dates:	7/1/2012 - 6/30/2015																										
Program Unit Site Name:	Kendra's Unit																										
Program Unit Site Primary Key:																											
Program Code:																											
Bureau:	Bureau of Mental Health																										
Type of Unit:	Human Service																										
Address Where Clients Will Be Served	31 Chambers Street, New York, New York 10007																										
Days & Hours of Operations:	<input type="checkbox"/> Open 24/7 <table border="0"> <thead> <tr> <th>Day</th> <th>Opens</th> <th>Closes</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Monday</td> <td>08:00 AM</td> <td>07:30 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Tuesday</td> <td>08:00 AM</td> <td>07:30 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Wednesday</td> <td>08:00 AM</td> <td>07:30 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Thursday</td> <td>08:00 AM</td> <td>07:30 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Friday</td> <td>08:00 AM</td> <td>07:30 PM</td> </tr> <tr> <td><input type="checkbox"/> Saturday</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Sunday</td> <td></td> <td></td> </tr> </tbody> </table>			Day	Opens	Closes	<input checked="" type="checkbox"/> Monday	08:00 AM	07:30 PM	<input checked="" type="checkbox"/> Tuesday	08:00 AM	07:30 PM	<input checked="" type="checkbox"/> Wednesday	08:00 AM	07:30 PM	<input checked="" type="checkbox"/> Thursday	08:00 AM	07:30 PM	<input checked="" type="checkbox"/> Friday	08:00 AM	07:30 PM	<input type="checkbox"/> Saturday			<input type="checkbox"/> Sunday		
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<input checked="" type="checkbox"/> Friday	08:00 AM	07:30 PM																									
<input type="checkbox"/> Saturday																											
<input type="checkbox"/> Sunday																											
Community Districts Served:	Bronx	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input checked="" type="checkbox"/> All																									

Brooklyn	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> 8
	<input type="checkbox"/> 9	<input type="checkbox"/> 10	<input type="checkbox"/> 11	<input type="checkbox"/> 12
	<input type="checkbox"/> 13	<input type="checkbox"/> 14	<input type="checkbox"/> 15	<input type="checkbox"/> 16
	<input type="checkbox"/> 17	<input type="checkbox"/> 18	<input checked="" type="checkbox"/> All	
Manhattan	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> 8
	<input type="checkbox"/> 9	<input type="checkbox"/> 10	<input type="checkbox"/> 11	<input type="checkbox"/> 12
	<input checked="" type="checkbox"/> All			
Queens	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> 8
	<input type="checkbox"/> 9	<input type="checkbox"/> 10	<input type="checkbox"/> 11	<input type="checkbox"/> 12
	<input type="checkbox"/> 13	<input type="checkbox"/> 14	<input checked="" type="checkbox"/> All	
Staten Island	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> All

Program Description:	<p>Brief History In 1999, New York State enacted legislation that provides for court ordered Assisted Outpatient Treatment (AOT) for certain people with mental illness who, in view of their treatment history and present circumstances, are unlikely to survive safely in the community without supervision. This law, commonly referred to as “Kendra’s Law”, is set forth in §9.60 of the Mental Hygiene Law (MHL).</p> <p>Under MHL §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. The NYC Department of Health and Mental Hygiene has developed a procedure to facilitate these removals utilizing the Office of the Sheriff (the Sheriff) and the Citywide Assistance Team (CAT).</p> <p>Benefits to the Consumer and/or Family The program is designed to provide a safe and clinically supported mechanism to transport subjects of AOT petitions and subjects of AOT orders to a hospital emergency room for a court ordered exam to determine if the individual is in need of an AOT order, or for care, observation, treatment, and examination by a physician to determine whether involuntary admission under the standards set forth in Article 9 of the MHL is warranted.</p> <p>Consumers and / or family benefit from access to timely services in event of non-compliance with court ordered AOT services, or in event of non-compliance with obtaining court ordered examinations to determine eligibility for AOT services.</p>
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Goals & Objectives:

The program is designed to provide a safe and clinically supported mechanism to transport subjects of AOT petitions and subjects of AOT orders to a hospital emergency room for a court ordered exam to determine if the individual is in need of an AOT order, or for care, observation, treatment, and examination by a physician to determine whether involuntary admission under the standards set forth in Article 9 of the MHL is warranted.

Consumers and / or family benefit from access to timely services in event of non-compliance with court ordered AOT services, or in event of non-compliance with obtaining court ordered examinations to determine eligibility for AOT services.

Staffing Pattern:

Staffing for Kendra's Unit consists of :

- One (1.0 FTE) Supervising Deputy Sheriff Level I
- One (1.0 FTE) Deputy Sheriff Level II
- Six (6.0 FTE) Deputy Sheriff Level I

Services

The Sheriff has developed a unit called "Kendra's Unit" dedicated to the transportation of individuals to hospital emergency rooms as provided in MHL §9.60. Upon the request of the Department, or the Department's designee, the Sheriff will locate and supervise the transport to a hospital emergency room of non-compliant mentally ill individuals for examination and necessary treatment in the event of non-compliance with court ordered treatment or for a psychiatric examination to determine the appropriateness for AOT in accordance with MHL §9.60. The Sheriff will be accompanied by clinicians from the CAT program to assist and provide clinical support and expertise during the involuntary transportation.

Kendra's Unit is staffed to provide services in two weekday shifts, each consisting of four individuals. The first shift operates from 8:00 A.M. to 4:00 P.M.; the second shift operates from 11:30 A.M. to 7:30 P.M.

Upon the determination by the Department, or Department's designee that they intend to process a removal order as provided in MHL §9.60, notification is provided to the Sheriff and the Citywide Assistance Team CAT that a removal order will be issued. An Authorization of Transport under MHL §9.60 and all supporting documents are faxed to the Sheriff and the CAT team. The Sheriff and CAT team review all the information, and coordinate the logistical issues pertaining to the actual removal. The Sheriff executes the removal order as provided under the above cited section, with the CAT team accompanying the Sheriff to provide clinical support as appropriate and necessary.

The individual will be transported to a designated MHL §9.39 hospital, or to the nearest admitting hospital if determined by EMS that the patient's condition requires it. The Sheriff and CAT team will remain with the individual to provide clinical information to clinicians at the receiving hospital emergency department, and notifies the appropriate AOT monitoring team. At the hospital emergency room, the individual can receive care, observation, treatment, and examination by a physician to determine whether involuntary admission under the standards set forth in Article 9 of the MHL is warranted.

	<p>Unique Features This program is unique, and is the only program in New York City that provides for the removal of subjects of AOT petitions and subjects of AOT orders to a hospital emergency room for a court ordered exam to determine if the individual is in need of an AOT order, or for care, observation, treatment, and examination by a physician to determine whether involuntary admission under the standards set forth in Article 9 of the MHL is warranted.</p>				
<p>Number of Unduplicated Clients Served in the Fiscal Year:</p>	FY2013	FY2014	FY2015		
	na	na	#		
<p>Levels of Service: Contacts</p>	FY2013	FY2014	FY2015		
	160	160	160		
<p>Target Population:</p>	<p>The program serves individuals in New York City who are subjects of AOT petitions or subjects of AOT orders in accordance with the above cited statutory sections. These individuals will be adults (18 years or older) and diagnosed with a mental illness. Services are provided irrespective of gender, socioeconomic variables, language or cultural background.</p>				
<p>Program Capacity:</p>	FY2013	FY2014	FY2015		
	na	na	na		

Program Unit Budget



Agency Name: Sheriff's Office
 Contract Number:
 Program Unit Site: ANNEX B
 Program Unit Site Code:
 Program Code:

Item Description	State Position Number	FY13		FY14		FY15		Total Contract Funding
		FTE	Amount	FTE	Amount	FTE	Amount	
Personal Services								
Supervising Deputy Sheriff		1.00	99,916	0.00	99,916	####	99,916	299,748
Deputy Sheriff II		1.00	94,066	0.00	94,066	####	94,066	282,198
Deputy Sheriff I		6.00	493,908	0.00	493,908	####	493,908	1,481,724
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Overtime		0.00	20,000	0.00	20,000	####	20,000	80,000
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Staff Type		0.00	-	0.00	-	####	-	-
Total Personal Services		8.00	707,890	0.00	707,890	####	707,890	2,123,670
Fringe Benefits (indicate %)	0%		-		-		-	-
Other Than Personal Services		Ct.						
Ammunition		100	1,000		1,000		1,000	3,000
Office Supplies		100	250		250		250	750
Water cooler delivery		100	150		150		150	450
Bullet Proof Vests - 50%		100	3,628		3,628		3,628	10,884
Hoods 8 X \$140		100	1,120		1,120		1,120	3,380
Fuel Expense		106	3,700		3,700		3,700	11,100
15 passenger van lease - Old 7/1/11 thru 12/31/11		305	2,340		2,340		2,340	7,020
15 passenger van lease - New 10/1/11 thru 6/30/12		305	3,510		3,510		3,510	10,530
Car Wash		400	125		125		125	375
Door maintenance		400	2,577		2,577		2,577	7,731
Fax machine maintenance		400	26		26		26	78
Shredder maintenance		400	42		42		42	126
Firearms Training and Related Expenses		400	1,129		1,129		1,129	3,387
Water cooler rental		403	25		25		25	75
Copy machine rental		412	2,555		2,555		2,555	7,685
Rent and Garage		414	56,411		56,411		56,411	169,233
Tolls		451	3,200		3,200		3,200	9,600
Civil Service Support		600	1,000		1,000		1,000	3,000
Vehicle and Related Maintenance		40G	1,500		1,500		1,500	4,500
Nextel Cellular Usage		40X	725		725		725	2,175
Total OTPS			85,013		85,013		85,013	255,038
Equipment Purchases over \$2,500								
Description			-		-		-	-
Description			-		-		-	-
Description			-		-		-	-
Total OTPS			-		-		-	-
Agency Administration	0%		-		-		-	-
Gross Expenses		8.00	792,903	0.00	792,903	####	792,903	2,378,708
Unfunded/Accrual			-		-		-	-
Revenue			-		-		-	-
COPS			-		-		-	-
DSH			-		-		-	-
Medicaid			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Total Revenue			-		-		-	-
CSP			-		-		-	-
Agency Contribution			-		-		-	-
Total Net Deficit Funding		8.00	792,903	0.00	792,903	####	792,903	2,378,708