

**MEMORANDUM OF AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND
NEW YORK CITY HUMAN RESOURCES ADMINISTRATION**

VISITING PSYCHIATRIC SERVICES TO SHELTERS & TO NY/NY HOUSING SITES

MEMORANDUM OF AGREEMENT ("Agreement") between the New York City Department of Health and Mental Hygiene ("DOHMH"), having its principal office located at 42-09 28th Street, Long Island City, New York 11101 and the New York City Human Resources Administration ("HRA") having its principal office located at 150 Greenwich Street, 30th Floor, New York, NY 10007 (hereinafter, individually referred to as the "Party" and jointly, as the "Parties").

WHEREAS, DOHMH is a Local Governmental Unit ("LGU") as defined in Mental Hygiene Law, Section 41.03;

WHEREAS, pursuant to Mental Hygiene Law, Section 41.07, DOHMH the LGU may provide local or unified services and facilities directly or may contract for the provision of those services by other units of local or state government, by voluntary agencies, or by professionally qualified individuals;

WHEREAS, DOHMH and HRA desire to enable HRA's Visiting Psychiatric Services to Shelters Program (formerly "A-Plus Homeless Mentally Ill Women") to provide psychiatric evaluation and case management services to homeless mentally ill men and women in municipal shelters;

WHEREAS, DOHMH and HRA also desire to enable HRA's Visiting Psychiatric Services to NY/NY Housing Sites Program (formerly "CIS/SRO Crisis Services"), to provide NY/NY supportive housing providers access to an emergency mental health evaluation service to place homeless mentally ill individuals into housing;

WHEREAS, DOHMH wishes to transfer funds to HRA by way of this Agreement in order to enable HRA to provide the services herein described;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Parties agree as follows:

- 1. Term of Agreement.** The term of this Agreement shall be from July 1, 2017 to June 30, 2020 ("Term"), with renewal options subject to DOHMH approval, budget appropriations, and the availability of funds, unless sooner terminated by either Party in accordance with the provisions set forth in Paragraph 9(a) and 9(b) of this Agreement. The scope of services and budgets, set forth in Annex A and Annex B, respectively, may be revised by mutual agreement of the Parties, with DOHMH written approval, and in the manner prescribed by DOHMH.

2. **Scope of Services.** HRA shall provide the services set forth in the scope of services attached hereto as Annex A and made a part of this Agreement.
3. **Implementation of Continuous Quality Improvement (CQI) Projects.** HRA shall participate in CQI projects led by the DOHMH, Division of Mental Hygiene, Bureau of Mental Health for designated programs, unless exemption from CQI participation is noted in the scope of services attached herein as Annex A. CQI participation involves the collection, analysis and reporting of data to improve consumer outcomes.
4. **Maximum Reimbursable Amount.** The maximum reimbursable amount for the term of this Agreement shall not exceed \$1,913,637 in accordance with the budget summary set forth and summarized in Annex C, which is attached hereto and made a part of this Agreement and which shall be updated annually.
5. **Reimbursement and Schedule of Payment.** DOHMH shall make quarterly, reimbursable payments to HRA, based on documented expenses and as set forth in Annex C which is attached hereto and made a part of this Agreement. Total payments shall not exceed the annual reimbursable amounts herein. HRA shall submit single quarterly claims for payment, reflecting documented expenses in accordance with the budget set forth in Annex B. At the request of either Party, the Parties may jointly review expenses and revenues and may make appropriate revisions to the quarterly payment schedule and reconcile payments already made at any time.
6. **Monitoring and Evaluation.**

HRA shall submit program reports to DOHMH at intervals and in the manner and format prescribed by DOHMH, as set forth in Annex A and made part of this Agreement.

DOHMH shall monitor the Visiting Psychiatric Services for Shelters and to NY/NY Housing Sites programs based upon the reports specified in the Annex A of this Agreement and CQI project submission materials including data reports in order to determine:

- (a) whether each program is providing the list of services required by its operating certificate and in Annex A;
- (b) whether each program is attaining the targeted units of service that have been agreed upon by the Parties and approved by DOHMH;
- (c) whether the reports [if any] required to be submitted in Annex A of this Agreement have been provided; and

- (d) whether each program is implementing continuous quality improvement projects as defined by DOHMH.

DOHMH shall conduct periodic program audits and site visits which shall include examination of case records, program data, and other data relating thereto, and inspection of the premises.

7. Modification and Amendment.

This Agreement may be modified and/or amended, in writing, as mutually agreed upon by DOHMH and HRA.

- 8. Reduction of Public Funds.** If, after the signing of this Agreement, the public funds anticipated to be available to DOHMH for any/all City fiscal years included in the term of this Agreement are reduced, but not eliminated, DOHMH shall notify HRA in writing within five (5) days of being notified of such reduction by the funding governmental agency. Upon thirty (30) days following the written notice, (i) the budget for this Agreement shall be reduced by the amount of the reduction of the applicable public funds, unless DOHMH consents to a lesser reduction, and (ii) DOHMH shall submit a proposed revised budget and scope of services to HRA.

9. Termination.

This Agreement may be terminated:

- (a) Without cause, by either Party upon sixty (60) days written notice to the other Party; or
- (b) By DOHMH upon thirty (30) days written notice to HRA if the public funds anticipated to be available to DOHMH are eliminated

- 10. Program Termination.** In the event a program is to be terminated, HRA will submit a program close-out plan and a proposed close-out budget to DOHMH thirty days prior to closing unless the program is terminated under Paragraph 9(a) and 9(b) of this Agreement. If DOHMH terminates a program under Paragraph 9(a) and 9(b) of this Agreement, HRA will submit a program close-out plan and a proposed close-out budget to DOHMH fifteen days prior to closing.

- 11. Retention of Records.** HRA shall retain all books, records and other documents relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. In accordance with applicable law, any Federal, State or City auditors and any person duly authorized by DOHMH shall have full access to, and the right to examine, any books, records and documents that are necessary to certify the nature and extent of costs associated with the

program. The requirements under this paragraph will survive the termination of this Agreement.

12. Confidentiality of Records. HRA and DOHMH agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Agreement confidential in accordance with all applicable federal, state, and local laws, rules and regulations. The requirements under this paragraph will survive the termination of this Agreement.

13. Licensure. Wherever applicable, each HRA facility that provides services under this Agreement shall maintain a current New York State Office of Mental Health operating certificate.

14. Utilization Management. At the option and request of DOHMH, HRA shall implement utilization management procedures in accordance with the directive of DOHMH, in order to ensure that consumers' eligibility for the services of these programs is periodically reviewed and that consumers no longer needing the same level of service in a specific program are discharged from that program and appropriately referred for further care as clinically indicated.

15. Conflict of Interest. HRA represents and warrants that neither HRA nor (if HRA) is a corporation) any of HRA's directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. HRA further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it.

16. Subcontracting. HRA agrees not to enter into any subcontract(s) for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the Department. Two copies of any proposed subcontract(s) shall be submitted to DOHMH with HRA's written request for approval. All such subcontract(s) shall contain provisions specifying: i) that the work performed by the subcontractor must be in accordance with the terms of this Agreement between DOHMH and HRA; ii) that nothing contained in such agreement shall impair the rights of DOHMH; iii) that nothing contained in such agreement, or under this Agreement between DOHMH and HRA, shall create any contractual relation between the subcontractor(s) and DOHMH; and iv) that the subcontractor(s) specifically agree(s) to be bound by the confidentiality provision set forth in the Agreement between the DOHMH and HRA.

HRA understands that it is fully responsible to DOHMH for the acts and omissions of the subcontractor(s) and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it. In addition, HRA understands it shall not in any way be relieved of any responsibility under the contractual agreement by any subcontract(s).

17. Notices.

All notices and requests under this Agreement by either Party shall be in writing and directed to the address of the Parties as follows:

Notices to HRA shall be mailed to:

Attention: Michael Bosket
Deputy Commissioner
New York City Human Resources Administration
150 Greenwich Street, 30th Floor
New York, NY 10007
Email: bosketmi@hra.nyc.gov

Notices to DOHMH shall be mailed to:

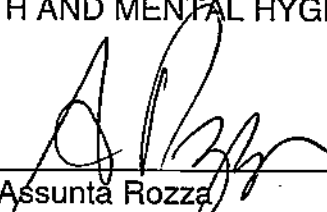
Attention: Myla Harrison MD, MPH
Assistant Commissioner
Bureau of Mental Health
NYC Department of Health & Mental Hygiene
42-09 28th Street, 19th floor
Long Island City, NY 11101
Email: mharriso@health.nyc.gov

MHy MOA #4002
PIN # 18AZ052901ROX00

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date set opposite their respective signatures.

NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE

Date: 7/5/18

By: 
Assunta Rozza
Deputy Commissioner for the Division of
Finance/Finance Administration

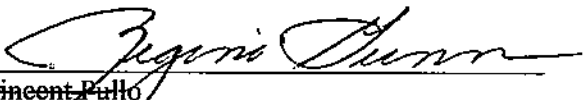
~~NEW YORK CITY HUMAN RESOURCES
ADMINISTRATION~~

Date:

~~By: _____
Michael Bosket
Deputy Commissioner~~

Intra-City/HRA/DOHMH
MHy#4002
PIN # 18AZ052901R0X00

NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES

BY: 
Vincent Pullo
Agency Chief Contracting Officer
First Deputy Agency Chief Contracting Officer

DATE: August 7, 2018

ANNEX A SCOPE OF SERVICE

Provider Name:	NYC Human Resources Administration																																
Contract Number:	4002																																
Contract Term:	07/01/17-06/30/20																																
Scope Effective Dates:	07/01/17-06/30/20																																
Program Unit Site Name:	Visiting Psychiatric Services to Shelters and to NY/NY Housing Sites																																
Program Unit Site Primary Key:	10036																																
Program Code:	0690																																
Bureau:	Bureau of Mental Health																																
Type of Unit:	Human Service																																
Address Where Clients Will Be Served	150 Greenwich St, 30 th Fl NY, NY 10007																																
Days & Hours of Operations:	<input type="checkbox"/> Open 24/7 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 15%; text-align: center;">Day</th> <th style="width: 15%; text-align: center;">Opens</th> <th style="width: 15%; text-align: center;">Closes</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Monday</td> <td style="text-align: center;">09:00 AM</td> <td style="text-align: center;">05:00 PM</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Tuesday</td> <td style="text-align: center;">09:00 AM</td> <td style="text-align: center;">05:00 PM</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Wednesday</td> <td style="text-align: center;">09:00 AM</td> <td style="text-align: center;">05:00 PM</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Thursday</td> <td style="text-align: center;">09:00 AM</td> <td style="text-align: center;">05:00 PM</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Friday</td> <td style="text-align: center;">09:00 AM</td> <td style="text-align: center;">05:00 PM</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Saturday</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Sunday</td> <td></td> <td></td> </tr> </tbody> </table>		Day	Opens	Closes	<input checked="" type="checkbox"/>	Monday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/>	Tuesday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/>	Wednesday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/>	Thursday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/>	Friday	09:00 AM	05:00 PM	<input type="checkbox"/>	Saturday			<input type="checkbox"/>	Sunday		
	Day	Opens	Closes																														
<input checked="" type="checkbox"/>	Monday	09:00 AM	05:00 PM																														
<input checked="" type="checkbox"/>	Tuesday	09:00 AM	05:00 PM																														
<input checked="" type="checkbox"/>	Wednesday	09:00 AM	05:00 PM																														
<input checked="" type="checkbox"/>	Thursday	09:00 AM	05:00 PM																														
<input checked="" type="checkbox"/>	Friday	09:00 AM	05:00 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 checked="" type="checkbox"/> All

Program Description:	<p><i>Visiting Psychiatric Services to Shelters</i></p> <p><i>(formerly: A-Plus Homeless Mentally Ill Women)</i></p> <p>Brief History</p> <p>In 1989 a grant application developed by the Human Resources Administration (HRA), Customized Assistance Services, Office of Health and Mental Health Services (CAS/OHMHS) was successfully funded by the National Institute of Mental Health under the Steward B. McKinney Community Mental Health Services Demonstration Project for Homeless Individuals who are Chronically Mentally Ill. These funds enabled CAS' Visiting Psychiatric Service (VPS) to provide psychiatric evaluation services to homeless women in municipal shelters. The program, known as A Project to Link Up Services (A-PLUS), had as its objective the linking of homeless mentally ill women to a comprehensive package of services that will lead to their placement in transitional or permanent housing. There were two components to the program: 1) psychiatric assessment services at the shelters provided by the VPS and 2) case management services provided by Project Renewal. Those women who suffered from a serious mental illness were assigned to a case manager from Project Renewal's case management unit. The case management</p>
-----------------------------	--

services are no longer available/provided by Project Renewal. The psychiatric assessment component, however, continues to be provided by CAS/VPS. In addition, in order to accommodate the changing needs of the Department of Homeless Services (DHS), CAS/VPS has expanded the scope of service locations and provides psychiatric evaluation services to other designated men's and women's shelters beyond those originally part of the A+ program.

Target Population

Currently homeless clients residing in shelters throughout the boroughs of NYC.

Staffing

The VPS field staff consists has of a pool of NYS licensed Psychiatrists and Psychiatric Nurse Practitioners.

Services

VPS provides psychiatric evaluation services of homeless persons residing in shelters. Referring shelter staff contact the VPS Clinical Intake Unit (CIU) requesting a psychiatric evaluation of a client for a variety of reasons, including an assessment of potential eligibility for supportive housing. The CIU elicits the necessary identifying and clinical data to determine the need for psychiatric services, triages cases, schedules appointments for evaluations, and follows up with referral sources.

For each client evaluated the referral source receives a standard and comprehensive mental health report that includes history, mental status examination, DSM 5 and medical diagnoses, and service and treatment recommendations as well as recommendations for housing when appropriate. The psychiatric evaluation may serve as the basis for the submission of an application for NY/NY housing by the shelter provider.

Emergency evaluations are also conducted for clients who are thought by shelter staff to be an acute danger to themselves or others. Clients who are in need of immediate hospitalization are transported to the nearest hospital by the VPS clinician with the assistance of EMS/police. VPS Psychiatrists/Psychiatric Nurse Practitioners have been designated under N.Y.S. Mental Hygiene Law Section 9.37/9.58 to order the involuntary transport of mentally ill individuals determined to be dangerous to themselves or others.

NY/NY Housing Sites (formerly: CIS/SRO Crisis Services)

Brief History

The New York/New York I and II and III Agreements provide supportive housing for over 14,000 individuals with a serious mental illness and a history of homelessness as well as for several other targeted populations. A NYC 15/15 agreement was implemented in 2017 which calls for the development of an additional 15,000 units of housing over 15 years and includes target

populations similar to the NY/NY III agreement

HRA's Customized Assistance Services (CAS) Visiting Psychiatric Service (VPS) provides emergency home-based psychiatric evaluations services to these formerly homeless, mentally ill clients residing in supportive housing developed under three NY/NY agreements. Referring supportive housing programs contact the VPS Clinical Intake Unit (CIU) when there is a psychiatric emergency.

In March of 2016, DOHMH and HRA discussed the possibility of redirecting NY/NY Housing Site referrals to Mobile Crisis Teams instead of VPS. Mobile Crisis Teams have expanded since the original need for VPS to Housing was identified and deliver very similar services. HRA and DOHMH will work together over the course of this contract term to further evaluate the referral sources and confirm that Mobile Crisis Teams can adequately meet that need before redirecting all VPS referrals from NY/NY Housing Sites to Mobile Crisis Teams.

Target Population

HRA's Customized Assistance Services (CAS) Visiting Psychiatric Service (VPS) provides emergency home-based psychiatric evaluations services to formerly homeless, mentally ill clients residing in supportive housing developed under the three NY/NY agreements and the NYC 15/15 agreement.

Staffing

The VPS field staff consists has of a pool of NYS licensed Psychiatrists and Psychiatric Nurse Practitioners.

Services

Referring supportive housing programs contact the VPS Clinical Intake Unit (CIU) when there is a psychiatric emergency. The CIU elicits the necessary identifying and clinical data to determine the need for psychiatric services, triages cases, schedules appointments for evaluations, and follows up with referral sources. VPS clinical staff are assigned and sent to the client's supportive housing residence to perform a comprehensive mental health evaluation.

For each client evaluated the referral source receives a standard and comprehensive mental health report that includes history, mental status examination, DSM 5 and medical diagnoses, and service and treatment recommendations as well as recommendations for re-housing when appropriate with the ultimate goal of assisting in increasing residential stability and avoiding unnecessary hospitalizations.

Emergency evaluations are also conducted for clients who are thought by NY/NY housing staff to be an acute danger to themselves or others. Clients who are in need of immediate hospitalization are transported to the nearest hospital by the VPS clinician with the assistance of EMS/police. VPS

Psychiatrists/Psychiatric Nurse Practitioners have been designated under N.Y.S. Mental Hygiene Law Section 9.37/9.58 to order the involuntary transport of mentally ill individuals determined to be dangerous to themselves or others.

Reporting for Shelter and Housing Site Referrals

Beginning in April of 2016, on a quarterly basis, HRA will provide the following information to DOHMH for each referral:

1. Referral Source (Agency Name/Program Name)
2. Referral Type (Psychiatric evaluation for housing application, Crisis Intervention, other)

Referral Outcome (Unable to Meet Person, Psych Evaluation Completed, Crisis De-Escalated, Referral to 911/Emergency Transport)

Number of Unduplicated Clients Served in the Fiscal Year:	FY2018	FY2019	FY2020		
	420	420	420		

Levels of Service: Contacts	FY2018	FY2019	FY2020		
	820	820	820		

Target Population:

Currently homeless clients residing in shelters throughout the boroughs of NYC and formerly homeless, mentally ill clients residing in supportive housing developed under three NY/NY agreements.

Program Capacity:	FY2016	FY2017			
	NA	NA			

Budget

Provider Name: HRA
Contract Number: 4002
Program Unit Site: Visiting Psychiatric Services to Shelters
 and to NY/NY Housing Sites

Budget Category				Budget By Provider FY18	Budget By Provider FY19	Budget By Provider FY20
CBR Code	FTE	Line Item Information	% If Applicable			
		Personal Services				
315	1.12	Nurse practitioner/Nursing supervisor		\$ 136,265	\$ 136,265	\$ 136,265
318	1.12	psychiatrist		\$ 184,324	\$ 184,324	\$ 184,324
324	1.12	Social Worker Certified (CSW)		\$ 83,448	\$ 83,448	\$ 83,448
323						
505	0.73	Office worker (Program admin DOHMH Clerical)		\$ 26,671	\$ 26,671	\$ 26,671
CBR Code	0.00	Add Line Item		\$ -	\$ -	\$ -
CBR Code	0.00	Add Line Item		\$ -	\$ -	\$ -
Total FTE:	4.09	Total Personal Services		\$ 430,708	\$ 430,708	\$ 430,708
		Fringe Benefits	Fringe Rate:	\$ 215,828 50.11%	\$ 215,828 50.11%	\$ 215,828 50.11%
		Other Than Personal Services				
		Supplies & Materials		\$ -	\$ -	\$ -
		Travel		\$ 31,500	\$ 31,500	\$ 31,500
		Occupancy		\$ -	\$ -	\$ -
		Consultants		\$ -	\$ -	\$ -
		Sub-Contractors		\$ -	\$ -	\$ -
		Add Line Item		\$ -	\$ -	\$ -
		Add Line Item		\$ -	\$ -	\$ -
		Total OTPS		\$ 31,500	\$ 31,500	\$ 31,500
		Equipment Purchases over \$2,500		\$ -	\$ -	\$ -
		Agency Administration	Admin Rate:	\$ - 0.00%	\$ - 0.00%	\$ - 0.00%
		Gross Expenses		\$ 678,036	\$ 678,036	\$ 678,036
		Accrual		\$ 40,157	\$ 40,157	\$ 40,157
		Revenue				
		COPS		\$ -	\$ -	\$ -
		DSH		\$ -	\$ -	\$ -
		Add Other Revenue		\$ -	\$ -	\$ -
		Total Revenue		\$ -	\$ -	\$ -
		Agency Contribution		\$ -	\$ -	\$ -
		Total Net Deficit Funding		\$ 637,879	\$ 637,879	\$ 637,879