

**INTRA-CITY AGREEMENT
WITH
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL
HYGIENE,
THE NEW YORK CITY ADMINISTRATION FOR CHILDREN SERVICES AND
THE NEW YORK CITY DEPARTMENT OF INVESTIGATION**

INTRA-CITY AGREEMENT (“Agreement”) effective as of **July 1, 2013** with the **New York City Department of Health and Mental Hygiene** (“DOHMH” or “the Department”), having its principal office located at 42-09 28th Street, Queens, New York 11101-4103, the **New York City Administration for Children’s Services** (“ACS”), having its principal office located at 150 William Street, New York, New York, 10038 and the **New York City Department of Investigation** (“DOI”), having its principal office located at 80 Maiden Lane, New York, New York 10038.

WHEREAS, DOHMH is charged with the authority to protect the health and welfare of the citizens of New York City, including enforcement of provisions of the New York City Health Code (“Health Code”) Article 47 that regulates the care of children up to six years of age in child care services in order to protect their health, safety, and well-being and Article 43 that regulates the care provided for such children in school-based programs; and

WHEREAS, the ACS operates, funds and otherwise supports child care programs providing valuable services to children in the City of New York; and

WHEREAS, the DOI has responsibility for investigating corruption, criminal activity, gross mismanagement, and conflicts of interest of employees of New York City agencies. Pursuant to Executive Law §837-m, New York City Administrative Code §21-119 and New York City Charter §803 (b) and in response to the needs of DOHMH and ACS, DOI has established a Fingerprinting unit (“FPU”) primarily dedicated to fingerprinting certain childcare workers in facilities overseen by DOHMH and ACS. The FPU has largely been dedicated to fingerprinting and processing criminal records of applicants for employment in child care services regulated by Article 47 of the Health Code; and

WHEREAS, effective September 1, 2008, Article 43 of the Health Code requires fingerprinting of employees of kindergarten and pre-kindergarten programs operated by non-public schools for children under six years of age; as a result of the adoption of Article 43 of the Health Code and its new fingerprinting requirements, the number of persons to be fingerprinted by the FPU has substantially increased; and

WHEREAS, DOHMH and ACS desire that DOI’s Fingerprinting unit be fully staffed and equipped to timely fingerprint all persons who require fingerprinting so as to prevent non-fingerprinted persons from having unsupervised contact with children under six years old attending a child care service or a non-public school; and

WHEREAS, DOHMH and ACS wish to enter into this Agreement with DOI and DOI has agreed to provide DOHMH and ACS with the services outlined in the Scope of Services set forth below in this Agreement,

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

**TERM, SCOPE OF SERVICES, FINANCIAL PROVISIONS,
OTHER SPECIFICATIONS**

1. TERM and RENEWALS

- A. This Agreement shall commence on July 1, 2013 and be in effect through June 30, 2015 (“Term”).
- B. The parties to this Agreement may renew this Agreement in writing for a period or periods of up to an additional five (5) years, subject to mutual agreement of the parties to renew and the availability of funds, unless sooner terminated by any party in accordance with the provisions set forth in Section 4(E) of this Agreement.

2. SCOPE OF SERVICES

Under this Agreement DOI shall provide fingerprinting services in a timely manner to all prospective hires and employees who require fingerprinting so as to prevent non-fingerprinted persons from having unsupervised contact with children under six years old attending a child care service or a non-public school in New York City.

- A. DOI’s fingerprinting unit (“FPU”) will fingerprint and process criminal records of applicants for employment in child care services regulated by Articles 43 and 47 of the Health Code. Further, the FPU will notify individual provider agencies, ACS and the DOHMH Bureau of Child Care of the results of the criminal background checks as soon as practicable.
- B. DOI shall employ a sufficient number of staff in the FPU to provide for the delivery of services required by this Agreement in a timely manner, for personal and other than personal services, at the costs indicated in the budget in Annex A, which is attached hereto and made part of this Agreement. Such employees shall be employees of DOI, and shall be supervised by and shall be subject to DOI’s employment policies, including, but not limited to, their appointment, assignment and retention. Additionally, until all DOI staff is hired in accordance with the budget contained in Annex A,

DOI may employ temporary staff as needed to ensure that adequate staff is available, provided that DOI's total expenses do not exceed the budget specified in Annex A.

3. REIMBURSEMENT

A. In accordance with the budget contained in Annex A, DOHMH and ACS shall together reimburse DOI, for the term of this Agreement, an amount not exceed \$364,050.00 for each Fiscal Year. Of this total, in accordance with the budget contained in Annex A, DOHMH and ACS shall each remit to DOI an amount not to exceed \$182,025.00 for Fiscal Year 2014 and an amount not to exceed \$182,025.00 for Fiscal Year 2015, for services provided by DOI to DOHMH and ACS pursuant to this Agreement. Funds transferred to DOI shall be used solely in accordance with the terms and conditions outlined in this Agreement. In the event that this agreement is terminated pursuant to Section 4E, DOI will remit back to both ACS and DOHMH \$15,177 for each full month of the Fiscal Year for which it will not be performing services for such agencies pursuant to this agreement and a pro rata amount for any portion of a month for which it will not be performing services.

B. Schedule of Payment:

DOHMH and ACS will cause the transfer of the funds to DOI pursuant to the terms set forth in this Agreement, in a single payment to be made at the beginning of each fiscal year. DOHMH and ACS agree that OMB will consider the transfer of funds by each of DOHMH and ACS pursuant to this Agreement as part of the "baseline" budget for DOI's Personal Services ("PS") and Other Than Personal Service ("OTPS") budget, and will place the amount of the funds transferred pursuant to this Agreement into the Adopted PS and OTPS Budget for DOI.

C. Reconciliation Reports

During the term of this Agreement, each year DOI shall submit to DOHMH and ACS two reconciliation of payment reports, one report covering the period of July 1 -through December 31 and the other report covering the period January 1 - through June 30. Each reconciliation report shall identify each task (deliverable) being invoiced and the overall total cost for each deliverable as defined in the Scope of Services stated in Section 2 of this Agreement and in accordance with the budget contained in Annex A and hereby made a part of this Agreement. Each reconciliation report will document the actual expenditures incurred by DOI for PS and

OTPS, identify specific staff assigned to the fingerprint unit, the percentage of their time allocated to fulfill the requirements of the Agreement, and associated OTPS costs. DOI shall provide such reconciliation reports to DOHMH and ACS within thirty (30) days of the period reported on.

Furthermore, expenditures shall not exceed the amount indicated in the budget contained in Annex A, without written authorization from DOHMH and ACS. Should payment exceed expenditures, DOI will reimburse DOHMH and/or ACS accordingly at the end of each fiscal year with approval from the Office of Management and Budget.

4. **MISCELLANEOUS**

A. **Program Monitoring and Reporting**

- i. Quarterly Work Report.
DOI shall provide DOHMH and ACS with work reports on a quarterly basis reporting the contract delivery events for the previous quarter. Each quarterly work report is due within thirty (30) days after the end of the quarter to which such work report pertains, i.e., on September 30, December 31, March 31 and June 30, and a cumulative report for each fiscal year. Each quarterly work report shall fully characterize the quarter's work that was accomplished and include the total number of child care staff fingerprinted and the number of staff found to have criminal histories as reported by the Division of Criminal Justice Services and the Federal Bureau of Investigation.
- ii. Reports of individuals screened.
Reports received by DOI from the State Division of Criminal Justice Services shall be forwarded to the permittee of the child care service or person in charge of a non-public school within one week after receipt by DOI, and other criminal justice agency reports shall be forwarded to such persons within 30 days of receipt of such reports by DOI.

B. **Retention of Records**

DOI agrees to maintain for six years from the termination of this Agreement copies of all financial reports, which reflect the services rendered hereunder and fiscal accountability of all monies appropriated and spent in accordance with this Agreement and provide copies of any

such records to DOHMH and ACS upon request. DOI agrees to retain the original reports it receives electronically for at least 18 years.

C. **Modification**

No modifications, amendment, waiver, or release of any provision of this Agreement shall be valid or binding, for any purpose, unless in writing and duly executed by the parties.

D. **Merger**

This 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 Agreement, shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

E. **Termination**

Any party may terminate this Agreement, in whole or in part with sixty (60) days written notice to the other parties. DOI shall not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by DOI on account of this Agreement prior to receipt of notice of termination and falling due after termination shall be paid in accordance with the terms of this agreement. If the Agreement is to be terminated, the parties shall establish a plan for termination that will avoid to the maximum extent practicable disruption to the work and to the affected employees.

F. **Evaluation Criteria**

As an ongoing evaluation process, the parties will review the services implemented hereunder and will mutually agree upon program improvements to be made based on program experience.

G. **Cooperation**

DOHMH, ACS and DOI shall cooperate fully in the implementation and evaluation of the services provided hereunder.

H. **Confidentiality**

The parties agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Agreement confidential in accordance with applicable federal, state and local laws, rules and regulations.

I. Non-contractual relationship

The parties hereto agree that nothing contained herein shall create any contractual relationship between any agency that is a party to this Agreement and any other persons.

J. Notices

All notices and request hereunder by any party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows:

**Department of Health Mental
Hygiene
Bureau of Child Care**
22 Cortlandt Street, 28th Floor
New York, NY 10007
Attention: Frank Cresciullo
Assistant Commissioner

**Department of Investigation
80 Maiden Lane
New York, NY 10038**
Attention: Peggy Tierney
Associate Deputy Commissioner

Administration for Children's Services
Division of ~~Child Care & Head Start~~ Early Care + Education
~~66 John Street, 8th Floor~~ 150 William Street, 18th Floor
New York, NY 10038
Attention: ~~Sara Vecchiotti~~ Myung Lee
~~Acting~~ Deputy Commissioner

IN WITNESS WHEREOF, the City has caused these presents to be executed in triplicate by the New York City Department of Health and Mental Hygiene, the New York City Administration of Children Services and the New York City Department of Investigation by their respective duly authorized officers as of the day and year noted below. The parties hereto have executed this Agreement on the dates appearing below their respective signatures.

NEW YORK CITY DEPARTMENT OF INVESTIGATION

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By: 
(Signature)

Name: Marjorie Landa
Title: Deputy Commissioner / General Counsel

Date: 9/11/13

By: 
(Signature)

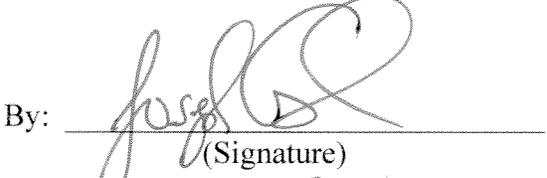
Name: Patsy Yang, Dr. PH
Executive Deputy Commissioner & Chief Operating Officer

Title: _____

Date: 9/13/13

NEW YORK CITY ADMINISTRATION

FOR OF CHILDREN'S SERVICES

By: 
(Signature)

Name: Joseph Cardieri
Title: Deputy Commissioner & General Counsel

Date: 9/18/13

ATTACHMENT:

ANNEX A

DOHMH/ACS and DOI Intra-City Agreement - Live Scan Processing		FY12 ¹⁴		FY13 ¹⁵	
		FTE	Total	FTE	Total
PS					
Director		1	\$ 58,561	1	\$ 58,561
Supervisor		1	\$ 36,201	1	\$ 36,201
Support Staff (1 FTE)		1	\$ 32,287	1	\$ 32,287
Support Staff (7 FTE)		7	\$ 210,000	7	\$ 210,000
PS Total		10	\$ 337,049	10	\$ 337,049
OTPS					
	Per Staff/Unit	Unit		Unit	
	Costs in Out years				
	\$				
AOTPS per FTE	2,500	10	\$ 25,000	10	\$25,000
AOTPS Total			\$ 25,000		\$25,000
Equipment OTPS					
	Costs in Out years				
	\$				
Hardware	\$ -				
Software	\$ -				
Service	\$ -				
	\$				
Level 1 Annual Support	2,001		\$ 2,001		\$2,001
Equipment OTPS Total			\$ 2,001		\$2,001
OTPS Total			\$ 27,001		\$ 27,001
Total		10	\$ 364,050	10	\$ 364,050