

**INTRA-CITY AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND
THE NEW YORK CITY DEPARTMENT OF EDUCATION**

Mobile Response Team (MRT)

INTRA-CITY AGREEMENT effective as of December 26, 2011 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 Department of Education** (“DOE”), having its principal office located at 52 Chambers Street, New York, New York 10007.

WHEREAS, DOHMH is a Local Government Unit (LGU) as defined in Mental Hygiene Law, Section 41.01;

WHEREAS, pursuant to Mental Hygiene Law, Section 41.07, DOHMH as 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, The **Office of School Health (OSH)** is a joint program of the New York City Department of Education (DOE) and the New York City Department of Health and Mental Hygiene (DOHMH). The provision of school-based supplemental mental health services are overseen by DOE and DOHMH; and

WHEREAS, DOE and DOHMH has identified a need to build schools' capacity to prevent and respond to mental health problems through staff training, linkages to community-based resources, prevention activities, and direct clinical intervention as needed during crises.

WHEREAS, DOE and DOHMH have established a **Mobile Response Team (“MRT”)** model to provide supplemental mental health services to select schools during the months of September through August (“**program year**”); and

WHEREAS, the DOE has established Prequalified Solicitation Contracts with voluntary agencies (“vendors”) to provide supplemental mental health services, which are procured through the Multiple Task Award Contract process; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from December 26, 2011 through June 30, 2014 (“Term”) unless sooner terminated by either party in accordance with the provisions set forth in Section 13 of this Agreement. This Agreement may be renewed upon mutual written consent.
2. **Project Plan.** The DOE will implement the MRT in two clusters of 5 schools each and DOHMH shall reimburse DOE for MRT service hours provided in

the 10 schools during the term of this Agreement, in accordance with the provisions of the Project Plan, which is attached hereto and incorporated herein as **Annex A**.

3. **Reimbursement and Schedule of Payment.**

- a- DOHMH shall reimburse DOE through quarterly intra-City payment transfers for MRT program hours performed pursuant to this Agreement, during the Term of this Agreement, and outlined in the quarterly invoice submitted by the DOE. In total, the quarterly payment transfers under this Agreement for one fiscal year may not exceed Four Hundred Sixty-three Thousand, Seven Hundred Seventy Dollars (\$463,770.00) during the term of this Agreement, from December 26, 2011 to June 30, 2014. The maximum reimbursable amount for the term of this Agreement shall not exceed a total of \$1,391,310 (\$463,770 for FY12, \$463,770 for FY13, and \$463,770 for FY 14) in accordance with the budget set forth in **Annex B**, which is attached hereto and made a part of this Agreement and which shall be updated as needed.
- b- **Invoice.** DOE shall submit invoices by the 15th day after each quarter. DOHMH shall reimburse DOE within thirty (30) days after receipt of a DOE invoice, in a form acceptable to DOHMH, for actual MRT program hours performed. Such invoice shall contain a certification signed by the DOE Chief Financial Officer, or his designee, stating that the expenditures are true and accurate and were incurred in performance of the Scope of Services set forth in **Annex A**.

- 4. **Submission of Invoices.** DOE will endeavor to submit its final detailed invoice within 30 days prior to the end of the term for this Agreement and no later than August 15, 2014.

5. **Reconciliation Process.**

DOE will provide DOHMH with monthly vendor and periodic school reports using forms created by DOHMH and in accordance with the Scope of Services and reporting schedule set forth in **Annex A**. Such reports shall be submitted together with each quarterly invoice.

- 6. **Contractor Invoices.** All invoices from the contractor must be approved by both DOE and DOHMH prior to reimbursement.
- 7. **Evaluation Criteria.** As an ongoing evaluation process, the parties will review the MRT implementation and will mutually agree upon programmatic changes to realize efficiencies and correct errors, and shall cooperate fully in the implementation and evaluation of MRT services. During the Fourth (last) Quarter of FY12, DOE and DOHMH will conduct a survey of the schools to identify strengths and weaknesses of the MRT implementation.

8. **Cooperation** — DOHMH and DOE shall cooperate fully in the implementation and evaluation of the services provided hereunder.
9. **Confidentiality.** The parties agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Intra-City Agreement confidential in accordance with applicable federal, state and local laws, rules and regulations and the DOHMH and DOE confidentiality procedures applicable to student records as administered through the Office of School Health.
10. **Modification.** No modification, 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.
11. **Annexes.** Annex A and Annex B is attached hereto and hereby made a part hereof.
12. **Reduction of public funds.**
 - a) 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, DOHMH shall notify DOE in writing within five days of being notified of such reduction by the funding governmental agency. Within ten days following the written notice, DOHMH shall submit a proposed revised budget and scope of services to DOE.
 - b) 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 eliminated, DOHMH has the right to terminate this Agreement upon thirty days written notice.
13. **Termination.**

This Agreement may be terminated without cause, by either party upon 60 days prior written notice given to the other party in accordance with the Notices provision below.
14. **Program Termination.**

In the event a program is to be terminated, DOE, in conjunction with the vendor(s), 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 12(b) of this Agreement. If DOHMH terminates a program under 12(b) of this agreement, DOE will submit the program close-out plan and proposed close-out budget to DOHMH fifteen days prior to closing.

15. **Notices.** All notices and requests hereunder by either party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows:

NYC Dept of Health and Mental Hygiene
4209 28th Street, 19th Fl, CN #23
Long Island City, NY 11101

Attention: Lily Tom, Assistant Commissioner, Bureau of Children, Youth and Families

NYC Department of Education
4209 28th Street, 11th Fl, CN #25
New York, NY 11101

Attention: Roger Platt, Chief Executive Officer, Office of School Health

The parties hereto have executed this Intra-City Agreement on the dates appearing below their respective signatures.

NEW YORK CITY DEPARTMENT OF EDUCATION

By: _____

(Signature)

Name: Kathleen Grimm
Title: Deputy Chancellor for Operations

NYC Department of Education

Date: _____

1-10-12

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By: _____

(Signature)

Name: Adam Karpati, M.D., M.P.H.
Title: Executive Deputy Commissioner
Division of Mental Hygiene

NYC Department of Health and Mental Hygiene

Date: _____

01/18/12

Annex A

DOHMH – DOE MOU

Contract Term: December 26, 2011 – June 30, 2014

Mobile Response Teams – Scope of Service

Overview

Mental health problems affect children's school attendance, behavior, academic performance, and graduation rates. Though a significant proportion of adolescents (approximately 13-20%) are affected by these challenges, less than 1 out of 5 of those who need specialist mental health services get them.

New York City public schools are confronted with these challenges on a daily basis, yet the vast majority lack enhanced mental health resources, such as on-site mental health services. Thus, there is a need to build schools' capacity to respond to mental health problems through staff training, linkages to community-based resources, and prevention activities. In the event of a crisis, there is also a need to offer schools direct, clinical intervention.

Through this Agreement, DOHMH and DOE will implement Mobile Response Teams to address these needs in two clusters of high need middle schools, one in the Bronx and one in Brooklyn.

Program Description

The objectives of the program are to:

- Enhance the capacity of middle school staff to identify and refer students with mental health problems
- Increase the number of students receiving needed community-based, mental health and other support services
- De-escalate mental health-related crises
- Reduce inappropriate 911 calls and emergency room presentations related to behavioral health
- Increase school attendance
- Decrease the number of referrals to special education due to behavioral problems

Each mobile response team (MRT) will serve a cluster of 5 middle schools to meet the mental health needs of their students. In collaboration with designated school staff referrals, MRT will conduct assessments and recommend treatment for mental health and social services as needed. The team will spend one day a week in each school. Regardless of what school it's situated in on a given day, the team would be immediately available to assist with crises in any school in the cluster, whether by phone or in person, as clinically appropriate. The team will also offer training and consultations to parents and school staff, and will conduct school-wide assessments to cater their interventions to the needs of each participating school. If needed, treatment for students would be provided at the team's community location.

DOE Responsibilities

The DOE is responsible for:

- Implementing the MRT procurement process
- Ensuring adequate logistical support including but not limited to access to office space, copy machine and phone.
- Ensuring the submission of school reports (as per reporting section below)
- Authorizing vendor payment, based on verification of vendors' monthly invoices
- Payment to vendors
- Submitting quarterly invoices and reports to DOHMH

- Submitting a Consolidated Fiscal Report (CFR) to DOHMH. The CFR is required for all programs funded by the State Office of Mental Health to report on actual program spending from July through June of the reporting year. CFRs are currently due November 1 after the reporting year.

Vendor Responsibilities

The team's main activities would include:

- Assessing mental health service needs of the school and developing an implementation plan that is responsive to identified needs (Required: one needs assessment and one implementation plan for each school annually)
- Increasing the school's awareness and knowledge of community- based mental health and social services
- Helping schools to develop a comprehensive, mental health service intervention protocol (Required: One mental health service intervention protocol for each school annually)
- Training teachers and other school personnel to identify mental health problems and make appropriate referrals to the mobile response team.
- Consulting to the Pupil Personnel Teams and School-Based Support Teams on how to effectively manage the behavioral problems and/or mental health needs of individual students
- Conducting psychosocial assessments to evaluate students' need for mental health and other services.
- Referring students in need of treatment to their community-based clinic and/or other social services.
- Preventing and responding to mental health-related crises.

Staffing Pattern

Each team would consist of:

- 1 FTE Masters Level Social Work Supervisor or Psychologist
- 1 FTE Social Worker
- 1 FTE Family Advocate

Annual Cost

\$231,885 per team

Vendor Selection

Vendors will be selected from a pool of existing Pre-Qualified Solicitation contracts the DOE holds with vendors to supply School-Based Mental Health and Behavioral Services Supplemental to Clinical Services. The Multiple Task Award Contract (MTAC) system will be used to make vendor selections for each of the school clusters. School representatives will participate in the evaluation of vendor proposals.

Reporting Requirements

Reports will be required of both the vendors and the participating schools to demonstrate process and outcome indicators of program accomplishments. Reports should be submitted to the Office of School Health using forms jointly developed by DOHMH and DOE.

At a minimum, vendor reports will describe the number and nature of the following services provided to each school on a monthly basis:

- **Consultation and classroom observation**
 - Needs Assessment and Implementation Plan (Required: one per school, annually)
 - Teacher consultation and classroom observations
 - Consultation to the Parent Coordinator
- **Crisis interventions**
 - Crises responded to
 - Service intervention protocols developed (Required: one per school, annually)

- **Teacher and Parent Trainings**
- **PPT Meetings and Other Activities**
- **Case Management (Non-Crisis)**
 - Psychosocial assessments conducted and outcome
 - Referrals to community based services
 - Outreach to engage families in school and community services

At a minimum, schools will report the following data, at the frequency indicated below:

- Number of crisis interventions by school staff (tracked monthly, submitted on a quarterly basis)
- Number of 911 calls/ER referrals (tracked monthly, submitted on a quarterly basis)
- School attendance rates (FY11 data by January 2012, and semi-annual FY12 data by 2/2012 and 6/2012)
- Number of referrals to special education for behavioral problems(FY11 data by January 2012, and Semi-annual FY12 data by 2/2012 and 6/2012)
- Transfers and/or dropouts, disciplinary actions, infractions, and suspensions (FY11 data by January 2012, and Semi-annual FY12 data by 2/2012 and 6/2012)
- School satisfaction with services delivered by the MRT (annual survey)

Payment to Vendors

The DOE will be responsible for paying all invoices submitted by contracted vendors for services provided during the term of this Agreement, from December 26, 2011 to June 30, 2014. All invoices must be confirmed/signed-off by schools to verify that: a) invoices accurately reflect services rendered, and b) that services were delivered consistently with the school Purchase Order. DOE may withhold payment to providers who have not satisfied service delivery or reporting requirements. DOHMH will reimburse the DOE for all confirmed, quarterly invoices that include complete reports by providers and schools.

Reimbursement of Funds – DOHMH:

DOHMH will establish an initial intra-city budget in the City's Financial Management System (FMS) for \$1,391,310 to support the annual costs incurred related to MRT services provided during the term of this Agreement. From this intra – city budget, the DOHMH will issue funds based on quarterly invoices totaling up to \$463,770 per fiscal year. Total amount of quarterly invoices is subject to change based on actual costs incurred. By the 15th day after each fiscal year quarter, expenditure reports will be generated to report actual costs incurred by DOE and submitted to DOHMH. After all prior vendor – submitted invoices have been paid, by August 15, 2014, DOE will provide DOHMH a final invoice to reconcile any outstanding costs. If the total payments of \$463,770 remitted to DOE are in excess of the final total cost, DOE will remit to DOHMH the overpayment. Payments will be submitted based on the following schedule:

FY Quarters	Invoice timeframe	Invoice Due
1	July - September	October 15
2	October – December	January 15
3	January - March	April 15
4	April – June	July 15

Any discrepancies that occur, at no fault of the vendor, will be addressed in a collaborative effort, by both agencies. Financial responsibility for these discrepancies will be reviewed.

Timeline

The Mobile Response Team is scheduled to launch as a pilot in January 2012 through June 2013.

Timeline	Task
October 2011	Vendors selected
January 2012	Launch MRTs
February 2011	Vendors submit needs assessments and implementation plans for each school
May - June 2012	DOHMH and DOE conduct informal, assessment of program
June 2012	Schools complete satisfaction surveys
July – August 2012	MRT commences summer services.
September 2012	MRT commences 2012-13 services
December 2012	DOHMH will consult with DOE to determine plans to renew.
June 2013	MRT end of services for the 2012-13 school year.

MRT SCHOOLS & Contacts				PS-Salary Support Amount
DBN	School/ Campus	Address	PRINCIPAL	(Annual School Year)
<i>Cluster 1</i>				
19K166	J.H.S. 166 George Gershwin	800 Van Siclen Ave Brooklyn, NY 11207	Maria Ortega	\$ 46,377
19K174	P.S. 174 Dumont	574 Dumont Ave Brooklyn, NY 11207	Ingrid Mason	\$ 46,377
19K202	P.S. 202 Ernest S. Jenkyns	982 Hegeman Ave Brooklyn, NY 11208	Pauline Smith-Gayle	\$ 46,377
19K306	P.S. 306 Ethan Allen	970 Vermont St Brooklyn, NY 11207	Lawrence Burroughs	\$ 46,377
23K184	P.S. 184 Newport	273 Newport St Brooklyn, NY 11212	Lamson Lam	\$ 46,377
<i>Cluster 2</i>				
19 K 302	J.H.S 302 Rafael Cordero Y Molina	350 Linwood Street Brooklyn 11208	Wilfredo Irizarry	\$ 46,377
17K484	Ronald Edmonds Learning Center II	430 Howard Ave Brooklyn, NY 11233	Herbert Daughtry	\$ 46,377
17K334	Middle School for Aca- demic and Social Ex- cellence	1224 Park Place Brooklyn, NY 11213	Andrea Whitehurst	\$ 46,377
19K218	J.H.S. 218 James P. Sinnott	370 Fountain Ave Brooklyn, NY 11208	Valena Welch Wood- ley	\$ 46,377
23K634	General D. Chappie James Middle School of Science	76 Riverdale Ave Brooklyn, NY 11212	Willis Perry	\$ 46,377

Note: Funds will be pro-rated if services are offered for less than a full fiscal year.

Annex B

DOHMH – DOE MOU

Contract Term: December 26, 2011 – June 30, 2014

Fiscal Year	Reimbursable Amount
2012	\$463,770.00
2013	\$463,770.00
2014	\$463,770.00

TOTAL \$1,391,310.00

GRAND TOTAL \$1,391,310.00

