THIS COOPERATIVE AGREEMENT ("Agreement"), dated as of this1st day of July, 2011 ("Effective Date"), between the Department of Social Services of the Human Resources Administration of the City of New York("HRA" or "the Department"), with offices located at 180 Water Street, New York, New York 10038, and the Department of Health and Mental Hygiene ("DOHMH"), with offices located at 2 Gotham Center, 42-09 28th Street, Queens, NY 11101, (each a "Party", together, the "Parties").

WITNESSETH:

WHERAS, DOHMH is the official administrator of the Health Insurance Services ("HIS") designed to expand the City's enrollment capacity, maximize client choice regarding provider selection, and promote health care utilization and preventive health behaviors thereby reducing the number of uninsured New Yorkers; and

WHERAS, HRA works with other City Agencies in identifying and ensuring that uninsured New Yorkers who are eligible for public health insurance are enrolled in the HealthStat initiative through the aid of Facilitated Enrollers; and

WHEREAS, HRA desires to provide funding for the Healthstat Facilitated Enrollers overseeing the enrollment, central application processing, quality control and staff training; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

1.1 The term of this Agreement shall be for the period from July 1, 2011 through June 30, 2012, (the "Term") unless sooner terminated as provided herein and subject to the availability of funds.

1.2 This Agreement shall be automatically renewed annually as of July 1, 2012 for three (3) additional one (1) year terms, subject to appropriations, upon the same terms and conditions as set forth herein.

ARTICLE 2. SCOPE OF SERVICES

2.1 DOHMH via its HIS Facilitated Enrollers shall assist individuals to become enrolled in health insurance by directly filling out each person's application for Medicaid, Family HealthPlus and CHP A health insurance.

2.2 DOHMH shall educate each applicant about managed care, by helping the applicant select a doctor and health plan and by assisting each applicant to navigate through the health care system, including conducting home visits to help expedite the enrollment process.

2.3 DOHMH shall provide outreach, screening and referral services to communities and sites where uninsured New Yorkers seek services. Field staff shall identify individuals potentially eligible for benefits and make referrals to HIS facilitated enrollers.

2.4 DOHMH shall employ special initiatives to link the facilitated enrollers with uninsured children eligible for Medicaid who are seeking immunizations, applying for the Physically Handicapped Children's Program, the Children with Special Health Care Needs Program and also the Early Intervention Program. Field staff shall provide home visits to help expedite the enrollment process for vulnerable, high risk children.

2.5 DOHMH shall serve as the Lead Agency and in this capacity it shall provide the services which include but are not limited to the following: overseeing application quality control, application processing and shall provide staff training to facilitated enrollers.

2.6 The DOHMH HIS central office team shall work with the DOHMH Correctional Health Services to prescreen all "Brad H" inmates and detainees for Medicaid eligibility and identify and resubmit closed Medicaid cases to HRA for reactivation.

ARTICLE 3. STAFF REQUIREMENTS

3.1 DOHMH shall provide staffing at levels and titles consistent with those set forth in Attachment A.

ARTICLE 4. TERMS OF PAYMENT

4.1 HRA agrees to pay and DOHMH agrees to accept, as full payment for the services provided herein an amount not-to-exceed $7,110,210 for the Term of this Cooperative Agreement based on the budget affixed hereto as Attachment A and incorporated herein in accordance with 4.2.

4.2 DOHMH shall forward to HRA documentation in support of Administrative expenses for PHCP including OTPS expenditures such as basic travel, supplies, equipment, informational material and overtime. The documentation should be submitted on a quarterly basis within thirty (30) days following the end of the quarter. HRA will in turn submit a claim for these expenditures to NYS Office of Temporary Disability Assistance ("OTDA"). Reimbursement to DOHMH will be subject to NYS reimbursement. Upon receipt of reimbursement from OTDA, HRA will forward, and DOHMH agrees to accept as full reimbursement the amount settled by OTDA. If claims for reimbursement are made by HRA on behalf of DOHMH pursuant to the agreement, and such claims are disallowed, then DOHMH shall assume full responsibility for the cost of such services.

4.3 DOHMH shall submit quarterly intra-Agency expenditures reports to:

Director
Finance Office-Bureau of Claims & Reimbursement
180 Water Street, Room 907
New York, New York 10038

4.4 The Intra-Agency expenditure reports hall be signed by the Director of DOHMH's fiscal department or designee and shall include the following typed language:

"I hereby certify that this expenditure report is for articles received, services rendered or amounts expended on behalf of the City of New York, that is correct as to the prices and amount, that it is necessary for the proper transaction of the business of the Department, that it was incurred solely for the benefit of the City of New York that no part of the amount claimed therein has been previously certified, and that the amount is solely for the operation of said Program described on this invoice."

ARTICLE 5. NOTICES AND COMMUNCATIONS

5.1 All notices and communications to the parties under this Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Returned Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender.

5.2 All notices and correspondence to HRA shall be delivered to the following addressee and address:

Executive Deputy Commissioner of Finance
NYC Human Resources Administration
180 Water Street 11th Floor
New York, NY 10038

5.3 All notices and correspondence to DOHMH shall be delivered to the following addressee and address:

Deputy Commissioner
Healthcare Access and Improvement
New York City Department of Health and Mental Hygiene
2 Gotham Center, CN-52
42-09 28th Street
Queens, New York 11101

With a copy to:

Office of the General Counsel
New York City Department of Health and Mental Hygiene
2 Gotham Center, CN-52
42-09 28th Street
Queens, New York 11101.

ARTICLE 6. RETENTION OF RECORDS

6.1 DOHMH shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any City, State, and Federal auditors and any other person duly authorized by HRA shall have full access to and the right to examine any of said materials during said period.

ARTICLE 7. PUBLICITY

7.1 The prior written approval of HRA is required before DOHMH or any of its employees, servants, agents, or independent contractors, at any time, either during or after completion or termination of this Agreement, makes any statement to the press or issues any communication bearing on the work performed or data collected under this Agreement.

7.2 If DOHMH publishes a work dealing with any aspect of performance under this Agreement, or if the results and accomplishments attained in such performance, HRA shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

ARTICLE 8. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and City, rules, and regulations as are in effect at the time such services are rendered, including, without limitation, the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, and 45 CFR 84 and 85.

ARTICLE 9. CONFIDENTIALITY

9.1 All client information obtained, learned, developed, or filed by DOHMH or HRA concerning recipients of services, including data contained in official HRA files or records, shall be held confidential by DOHMH pursuant to the provisions of the Social Services Act, 42 U.S.C.A 1306 (1998), and any applicable regulations promulgated thereunder, and shall not be disclosed by DOHMH to any person, organization, agency, or other entity except as authorized or required by law.

9.2 All or the reports, information, or data furnished, prepared, assembled, or used by DOHMH or HRA under this Agreement are to be held confidential, and DOHMH agrees that the same shall not be made available to any individual or organization without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been directed by a court to make the disclosure.

9.3 Nothing herein shall be construed to prohibit the publication of statistics so classified as to prevent the identification of the participants.

9.4 All provisions of this Article shall remain in full force and effect following the termination of cessation of the services required by this Agreement.

ARTICLE 10. SURVIVAL

The Provisions of this Part shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

ARTICLE 11. SUPERVISION REQUIREMENTS

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

Furthermore, all records pertaining to this Agreement shall be available for a period of six (6) years and shall be made available for audit by State DSS, State Department of Audit and Control, and Department of Health and Human Services, and all information pertaining to this Agreement that is exchanged between HRA and DOHMH shall be considered confidential and shall be used only for the intended purposes, with measures to be taken to safeguard the confidentiality of such information to the extent required by applicable State and Federal Laws and regulations.

ARTICLE 12. TERMINATION

12.1 Either HRA or DOHMH shall have the right to terminate this Agreement in whole or in part:

A. Without cause, by giving other thirty (30) days' prior written notice to such effect; or

B. Immediately, if for cause, as determined by HRA or DOHMH, as the case may be, exercising its reasonable judgment.

12.2 HRA shall have the right to terminate this Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.

12.3 In the event that HRA does terminate this Agreement, DOHMH shall not incur or pay any further obligation pursuant hereto beyond the termination date. Any obligation necessarily incurred by DOHMH on account of this Agreement prior to receipt of the notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement. In no event shall the word "obligation: as used herein be construed as including any lease agreement, oral or written, entered into between DOHMH and its landlord.

ARTICLE 13. MODIFICATION

This Agreement may be modified by the parties in writing in a manner not materially effecting the substance hereof. It may not be altered or modified orally.

ARTICLE 14. ENTIRE AGREEMENT

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

THE CITY OF NEW YORK
Department of Health and Mental Hygiene

BY: _____
Patsy Yang
Executive Deputy Commissioner/Chief Operating Officer

DATE: _____

THE CITY OF NEW YORK
Department of Social Services
Human Resources Administration

BY: _____

DATE: 8/9/11

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 9th day of August, 2011, before me personally came Vincent Pullo known by me to be the CCO, of the DEPARTMENT OF SOCIAL SERVICES OF THE HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person Described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein mentioned.

Sharon C James
NOTARY PUBLIC

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13026
Commission Expires April 1, 2012

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 12th day of July, 2011, before me personally came Patsy Yang known to be the Executive Deputy Commissioner/Chief Financial Officer of the DEPARTMENT OF HEALTH AND MENTAL HYGIENE of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.

NOTARY PUBLIC

DOMINIC DOMINGO,ESQ
Notary Public, State of New York
No. 02DO6058476
Qualified in KINGS County
Commission Expires JUNE 19, 2015

New York City Department of Health and Mental Hygiene
Division of Health Care Access and Improvement
Bureau of Health Insurance Programs
Health Stat Budget
July 1, 2011- June 30, 2012

Personnel Services	Civil Service Title	Head Count	Number of Staff	Average Salary	Average Percent of Time	FINAL
	CITY JAIL STAFF					
	FULL-TIME					
HIS	Public Health Advisor	3	3	$45,200	100%	$135,600
HIS	Supv Public Health Adv	1	1	$57,200	100%	$57,200
THCC	Community Coordinator	1	1	$52,600	100%	$52,600
FBHS	Caseworker	22	22	$41,524	100%	$913,528
FBHS	Caseworker	1	1	$41,524	100%	$41,524
	PART-TIME					
HIS	College Aides	0	3			$40,144
	Public Health Advisor	0	1			$45,200
Subtotal		**28**	**32**			**$1,285,796**
	HEALTH INSURANCE ENROLLERS					
	FULL-TIME					
HIS	Administrative Community Relati	1	1	$80,601	100%	$80,601
HIS	Administrative Staff Analyst	1.5	2	$169,843	100%	$254,765
HIS	Associate Staff Analyst	2	2	$71,250	100%	$142,500
HIS	Community Coordinator	3	3	$62,832	100%	$188,496
HIS	Coordinating Manager	1	1	$66,317	100%	$66,317
HIS	Health Services Manager	3	3	$85,871	100%	$257,613
HIS	Public Health Advisor	17	17	$45,200	100%	$768,400
HIS	Public Health Assistant	1	1	$37,796	100%	$37,796
HIS	PAA	2	2	$48,834	100%	$97,668
HIS	Staff Analyst	2	2	$43,443	100%	$86,886
HIS	Supv Public Health Adv	12	12	$52,500	100%	$630,000
	PART-TIME					
HIS	Public Health Advisor	0	7	$40,180	100%	$281,260
HIS	Public Health Epidemiologist	0	1	$47,047	100%	$47,047
HIS	College Aides	0	5			$66,250
Subtotal		**45.5**	**59**			**$3,005,599**
Sub-Total Personnel Services		**73.5**	**91**			**$4,291,395**
Differentials						$110,200
Overtime						$15,000
Sub-Total PS, Differentials and OT						**$4,416,595**
Fringe Benefits @ 46%						**$1,982,692**
Total Personnel Services						**$6,399,287**

OTHER THAN PERSONNEL SERVICES

	CITY JAIL STAFF	
Supplies	Object Code 100	$25,000
Computer Supplies	Object Code 199	$22,152
Rental of Miscellaneous Equipment	Object Code 412	$10,000
Local Travel	Object Code 451	$15,092
Sub-Total Other Than Personnel Services		**$72,244**
	HEALTH INSURANCE ENROLLERS	
Supplies	Object Code 100	$25,041
Computer Supplies	Object Code 199	$14,668
Local Travel	Object Code 451	$6,000
Training Prgm City Employees	Object Code 671	$20,000
License costs		$51,450
Communications		$75,000
Computers		$15,000
Sub-Total Other Than Personnel Services		**$207,159**
Total Other Than Personnel Services		**$279,403**
Total Direct		**$6,678,690**
DOHMH Indirect @ 16.72%		**$1,116,677**
City Indirect @ 2.00%		**$133,574**
Total Intra-City Budget		**$7,928,941**

Approved:

Rosa Pico 7-25-11.
Rosa Pico, Director
Office of Budget Administration