

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND
THE NEW YORK CITY DEPARTMENT OF EDUCATION**

PIN: 12FN070001R0X00

Memorandum of Understanding (“MOU”) effective as of September 1, 2011, between the New York City Department of Health and Mental Hygiene (“DOHMH”) having its principal office located at Gotham Center, 42-09 28th Street, Queens, New York, 11101 and the New York City Department of Education (“DOE”) located at 52 Chambers Street, New York, New York, 10007.

WHEREAS, DOHMH is charged with protecting and promoting the health of all New York City (“NYC”) residents and within DOHMH, the Bureau of Maternal, Infant, and Reproductive Health (“MIRH”) works to promote sexual and reproductive health and prevent teen pregnancies and births; and

WHEREAS, DOE oversees public school education programs and has the expertise to develop and implement programs to achieve educational objectives and within the DOE its Office of School Wellness Programs (“OSWP”) supports schools to meet NY State Standards for teaching health and physical education; and

WHEREAS, both DOHMH and DOE have an interest in reducing unintended teen pregnancy and birth and incidences of sexually transmitted diseases for young people in NYC; and

WHEREAS, as part of its initiative to reduce the rates of teen pregnancy and births in communities with the highest rates and greatest health disparities, The Center for Disease Control and Prevention (“CDC”) has awarded the DOHMH grant monies to establish within its MIRH the “Bronx Teens Connections, a community teen pregnancy prevention initiative in Community Districts 2 and 3 in the South Bronx, NY; and

WHEREAS, DOE agrees to collaborate with DOHMH and Bronx Teens Connection by providing professional development, technical assistance, and guidance related to the implementation of Reducing the Risk (“RTR”), a skills-based HIV, STD and teen pregnancy risk reduction curriculum recommended to be used at select public high schools in the South Bronx, and support the linkage of RTR with school and community-based clinical services for the provision of reproductive health services; and

WHEREAS, both DOHMH and DOE agree to establish a relationship that will help to maximize the effectiveness of Bronx Teens Connection for the New York City’s adolescents in the South Bronx target communities.

NOW, THEREFORE, the parties hereby agree as follows:

I. TERM AND TERMINATION

1. **Term:** This MOU commence on September 01, 2011 and be in effect through June 30, 2015
2. **Termination:** Either party to this MOU may terminate this MOU upon thirty (30) days prior written notice to the other party in accordance to the notice provisions set forth in Section IV. Upon such termination, DOHMH shall not incur or pay any further obligations pursuant to this MOU beyond the termination date. DOE shall return any unexpended funds that were advanced to the DOE under this MOU.

II. SCOPE OF SERVICES

1. **The New York City Department of Health and Mental Hygiene shall:**
 - a. Assign an Adolescent Health Education Coordinator ("AHEC"), who reports to the Bronx Teens Connection Project Director, to coordinate all aspects of implementing the RTR curriculum in select South Bronx high schools, including: contracting with principals and staff to provide technical assistance with scheduling and potential barriers; coordinating training, support and guidance for teachers who will agree to implement RTR with fidelity; assuring proper documentation and quality assurance; and coordination with community clinics participating in Bronx Teens Connection.
 - b. Identify public high schools that have the organizational capacity to implement the RTR curriculum and recruit such high schools to participate in the program.
 - c. Work with the Bronx Teens Connection Project Evaluator and DOE's Institutional Review Board to facilitate approval of evaluation and research efforts related to Bronx Teens Connection and the implementation of *Reducing the Risk*.
 - d. Work with DOE staff and ETR Associates to develop a curriculum enhancement for *Reducing the Risk* that addresses sexual and gender identity among adolescents, and work together to identify training and technical assistance opportunities to facilitate full implementation with fidelity.
2. **The New York City Department of Education shall:**
 - a. Identify OSWP staff to collaborate with DOHMH on Bronx Teens Connection project activities.
 - b. Provide ongoing advisement, consultations, professional development and technical assistance to the AHEC, and other staff to support the effective implementation of RTR in select high schools as set forth in **Annex A**, attached hereto and made a part of this MOU ;
 - c. Support project efforts to select and maintain relationships with high schools for RTR implementation and program evaluation; advise staff on how to communicate with principals and other school faculty and on overcoming logistical and programmatic barriers to implementation;

- d. Provide comprehensive health education professional development (including sex education and RTR) to educators in the Bronx according to needs of project timeline;
 - e. Include the AHEC in trainings/meetings that involve the OSWP staff supporting RTR implementation;
 - f. Work with Bronx Teens Connection Project Director and DOHMH staff to assist with the integration of RTR in clinic-based and other project components;
 - g. Participate in regular Bronx Teens Connection Core Partner Group meetings school partners, and quarterly Core Partner Group meetings;
 - h. Assist DOHMH in facilitating the approval of evaluation and research efforts related to Bronx Teens Connection and implementation of *Reducing the Risk*, including collaborations with DOHMH on data sharing where appropriate, subject to approval of research protocol and execution of a non-disclosure agreement.
3. **DOHMH and DOE will:**
- a. Agree to participate in regular advisory meetings to discuss implementation efforts and challenges within partnering schools, and additional meetings as needed.

III. REIMBURSEMENT

1. DOHMH will pay DOE an amount not to exceed \$475,908.00 for the term of this MOU, for the services DOE will perform as described in **Section II** above and in accordance with the budget and reimbursement formulas contained in **Annex B**, which is attached hereto and hereby made a part of this Agreement. Of this total amount of \$475,908.00, in accordance with **Annex B**, for each year during the term of this MOU, DOHMH shall remit to DOE the allocated amounts as set forth below:

<u>Year</u>	<u>Maximum allocated amount</u>
a. Year 1:	\$81,584
b. Year 2:	\$108,779
c. Year 3:	\$135,974
d. Year 4:	\$149,571

2. For each year during the term of this MOU, included in the budget contained in **Annex B**, DOHMH will annually reimburse DOE an amount of \$4,388.00 per participating instructor per school to cover the amount of time needed to implement and evaluate *Reducing the Risk* in Bronx Teens Connection partnering schools.
3. Funds transferred to DOE shall be used solely in accordance with the terms and conditions outlined in this MOU. Documentation for payments shall be in a form which is mutually agreeable.

IV. MISCELLANEOUS

1. **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.
2. **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 other of the terms contained herein.
3. **Evaluation Criteria and Cooperation.** As an ongoing evaluation process, the parties will review this project initiative and will mutually agree upon programmatic changes to realize efficiencies and correct errors, and shall cooperate fully in the implementation and evaluation of the services provided hereunder.
4. **Confidentiality.** The parties agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this MOU confidential in accordance with applicable federal, state and local laws, rules and regulations and the DOHMH and DOE confidentiality procedures applicable to student records.
5. **Notices.** All notices and requests hereunder by either party shall be in writing and, except as otherwise specified in this MOU, directed to the address of the parties as follows:

NYC Dept. of Health & Mental
Hygiene
42-09 28th Street, 10th Floor
Queens, New York, 11101

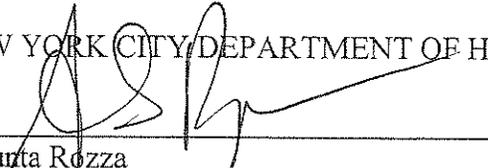
Attention:
Deborah Kaplan, MPH, R-PA
Assistant Commissioner
Bureau of Maternal, Infant and
Reproductive Health

New York City Department of
Education
52 Chambers Street
New York, NY 10007

Attention:

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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 and the New York City Department of Education 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 HEALTH AND MENTAL HYGIENE
By:  _____ Date: 3/20/12
Assunta Rozza
Title: Deputy Commissioner of Finance

NEW YORK CITY DEPARTMENT OF EDUCATION
By:  _____ Date: 3/21/12
Angel Nammim
Title: Executive Director, Division of Financial Planning and Management

Annex A
BRONX TEENS CONNECTION PARTNERING SCHOOLS
(2011-2012 Academic Year – as of September 30, 2011)

School	DBN Number	Address	Principal	PS - Salary Support Amount
Metropolitan High School	09X241	1180 Reverend James Polite Ave Bronx, NY 10459	Carla Theodorou	\$4,388
Urban Assembly School for Math and Science	09X263	1595 Bathgate Ave Bronx, NY 10457	Kenneth Baum	\$4,388
Validus Preparatory Academy:	12X248	1595 Bathgate Avenue Bronx, NY 10457	Javier Ocampo	\$4,388
Leadership Institute	09X276	1701 Fulton Avenue Bronx, NY 10457	Marta Colon	\$4,388
School for Excellence	09X404	1110 Boston Road Bronx, NY 10457	Carmen Bardeguz-Brown	\$4,388

*This list will be updated twice per academic year, as more schools agree to participate as Bronx Teens Connection partners.

**ANNEX B
BUDGET**

New York City Department of Education
September 30, 2011 through September 30, 2015

YEAR 1 – September 01 2011 to June 30 2012

MOU w/ Department of Education (Component 1)
10% of Teachers' Salaries
DOE Indirect Overhead (3.3%)
Year 1 Total

Salary	FTE	Funding Request
\$13,163	6	\$78,978
		\$2,606
		\$81,584

YEAR 2 – September 01 2012 to June 30 2013

MOU w/ Department of Education (Component 1)
10% of Teachers' Salaries
DOE Indirect Overhead (3.3%)
Year 2 Total

Salary	FTE	Funding Request
\$13,163	8	\$105,304
		\$3,475
		\$108,779

YEAR 3 – September 01 2013 to June 30 2014

MOU w/ Department of Education (Component 1)
10% of Teachers' Salaries
DOE Indirect Overhead (3.3%)
Year 3 Total

Salary	FTE	Funding Request
\$13,163	10	\$131,630
		\$4,344
		\$135,974

YEAR 4 – September 01 2014 to June 30 2015

MOU w/ Department of Education (Component 1)	Salary	FTE	Funding Request
10% of Teachers' Salaries	\$13,163	11	\$144,793
DOE Indirect Overhead (3.3%)			\$4,778
Year 4 Total			\$149,571

YEAR 1-4 TOTAL (NOT TO EXCEED)

\$475,908

This salary compensation structure was created by the Department of Education, using a calculation that postulated that 24 instructors would implement the curriculum at 20 schools, with the assumption that each school has an average of 1.2 instructors per school (24 instructors/20 schools), of which they would spend .33 of their time implementing Reducing The Risk.

Example Year 1: 15 schools @ 1.2 instructors/school x .33 time = 6 FTEs (5.94)

DOE would receive \$13,163 per FTE – using the calculation of average number of instructors per school; each participating school would receive an average of \$4,388 per instructor to provide salary support at 10% time during all years of implementation.

Example Year 1: 15 schools x 1.2 instructor FTE @ \$4,388 per school = \$78,984

ANNEX B
BRONX TEENS CONNECTION PARTNERING SCHOOLS
(2011-2012 Academic Year – as of February 28, 2012)

School	DBN Number	Address	Principal	PS - Salary Support Amount
School for Excellence	09X404	1110 Boston Road, Bronx 10456	Carmen Bardeguéz-Brown	\$4,388
Morris Academy for Collaborative Studies	09X297	1110 Boston Road, Bronx 10456	Charles Osewalt	\$4,388
High School for Violin and Dance	09X543	1110 Boston Road, Bronx 10456	Franklin Sim	\$4,388
Bronx International High School	09X403	1110 Boston Road, Bronx 10456	Joaquin Vega	\$4,388
Metropolitan High School	12X248	1180 Reverend James Polite Ave, Bronx 10459	Carla Theodorou	\$4,388
Peace and Diversity Academy	12X278	1180 Reverend James Polite Ave, Bronx 10459	Andrew Turay	\$4,388
Urban Assembly School for Math and Science	09X241	1595 Bathgate Ave, Bronx 10457	Kenneth Baum	\$4,388
Validus Preparatory Academy	09X263	1595 Bathgate Ave, Bronx 10457	Javier Ocampo	\$4,388
Mott Hall Bronx High School	09X252	1595 Bathgate Ave, Bronx 10457	Katie Malloy	\$4,388
Leadership Institute	09X276	1701 Fulton Avenue, Bronx 10457	Marta Colon	\$4,388
East Bronx Academy for the Future	12X271	1716 Southern Blvd, Bronx 10460	Sarah Scrogin	\$4,388
Banana Kelly High School	08X530	965 Longwood Ave, Bronx 10459	Antonio Orocho	\$4,388

*This list will be updated twice per academic year, as more schools agree to participate as Bronx Teens Connection partners.