

INTRA-CITY AGREEMENT

Between

The New York City Department of Health and Mental Hygiene,

The New York City Department of Education

PIN: 13DP034901R0X00

This INTRA-CITY AGREEMENT (“Agreement”) effective as of **December 1, 2012**, between the New York City Department of Health and Mental Hygiene (“DOHMH” or “the Department”), the administrative offices of which are located at 47-09 28TH Street, Long Island City, New York, 11101 and the New York City Department of Education (“NYCDOE”), the administrative offices of which are located at 52 Chambers Street, New York, NY 10009.

WHEREAS, DOHMH is charged with the authority to promote health, prevent disease and provide public health programs designed to increase participation in physical activity and healthy lifestyles among New York City residents; and

WHEREAS, DOE recognizes the importance of student fitness, physical education and health education in improving the health status and health behaviors of its students; and

WHEREAS, DOHMH’s Brooklyn District Public Health Office (“BKDPHO”) works specifically to reduce health disparities and promote health equity in the targeted Brooklyn neighborhoods of Bedford-Stuyvesant, Brownsville, Bushwick and East New York (“target neighborhoods”); and

WHEREAS, BKDPHO has originated **The Creating Healthy Places to Live, Work and Play** Initiative (“the Initiative”) which focuses on pursuing comprehensive, population-based strategies to reduce type 2 diabetes and obesity in these targeted high risk neighborhoods; and

WHEREAS, DOHMH and DOE wish to enter into this Agreement under which DOE will oversee the transfer of mini-grant program funds designed to enhance physical active programming at select New York City public schools (“participating schools”) and the surrounding community of the targeted neighborhoods.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Term of Agreement.

The term of this Agreement shall be from December 1, 2012 through June 30, 2014, unless sooner terminated in accordance with the provisions set forth in section 9 of this Agreement.

2. Scope of Services and Funding Allocation.

- a. The required services shall be provided:
 - (1) In the manner and at the levels set forth in the Scope of Services, annexed hereto and incorporated herein as Annex **A**,
 - (2) Consistent with the Budget attached hereto and incorporated herein as Annex **B** and
 - (3) At the Participating Schools set forth in this Agreement.
- b. **For Fiscal year 2013**, DOE shall receive from DOHMH, a lump sum amount of \$8,750 via the grant monies from the Creating Healthy Places to Live, Work, and Play Grant to be disbursed, as indicated in the Annex **B** (Budget), to the nine (9) participating schools listed below:

9 Participating Schools in FY 13

P.S 89 Cypress Hills Community School (DBN:19K089)
P.S 290 Juan Morel Campos (DBN:19K290)
P.S.159 (DBN:19K159)
P.S/I.S 41 The Walter Francis White School
P.S/I.S 165 The Ida R. Posner School (DBN:23K165)
P.S/I.S 298 Dr. Betty Shabazz Elementary School (DBN:23K298)
PS/ IS 184 Newport Street School
PS 7
Frederick Douglass Academy VII (DBN:23K514)

- c. **For Fiscal Year 2014**, DOE shall receive from DOHMH a lump sum amount of \$15,000.00 via the grant monies from the Creating Healthy Places to Live, Work, and Play Grant. From that lump sum, DOHMH will inform DOE, which schools in school districts: 13, 14, 16 (Bedford Stuyvesant), 19 (East New York), 23 (Brownsville), and 32 (Bushwick) to distribute the funds to and the amount each school shall receive.
- d. Each participating school shall use the monies received under this Agreement as start-up funding for a physical activity program to be established in the participating school or supplementary funding for such programs already existing in the school. BKDPHO will work with the participating schools to best utilize allocated funds to establish or support new or existing physical activity programs without incurring

any undue financial burden on the schools. Each participating school shall enter into a Memorandum of Understanding with BKDPHO, attached hereto and incorporated herein as **Attachment I**, outlining the nature and scope of the programs to be funded under this Agreement.

3. Reimbursement

- a. For the term of this Agreement, the total Maximum Reimbursable Amount of funding DOHMH shall pay to DOE, through the Comptroller of the City of New York, shall **not to exceed \$23,750.00** for providing the services hereunder. Of this total, for services performed during the term of this Agreement, in accordance with the **Annex B**, DOHMH shall pay DOE an amount not to exceed \$8,750.00 for fiscal year 2013; and an amount not to exceed \$15,000.00 for fiscal year 2014.
- b. Upon receipt of funds from DOHMH, DOE shall disburse such funds to each of the participating schools selected by DOHMH in the target neighborhoods, in accordance with the terms of this Agreement and the Budget attached hereto and incorporated herein as **Annex B**. DOE shall provide proof of funds transfer to the Department's BKDPHO Creating Healthy Places Program Manager. Funds transferred to DOE shall be used solely in accordance with the terms of this Agreement.
- c. In the event of an audit of this Agreement by the Office of the Comptroller of the City, or by any external funding entity, both parties will cooperate with such audit requirements by complying with auditors' requests for additional information to the extent of available information and of the applicable requirements for production of such information.

4. Evaluation Criteria.

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

5. Cooperation.

DOHMH and DOE shall cooperate fully in the implementation and evaluation of the services provided hereunder.

6. 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.

7. 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.

8. 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.

9. Termination.

Either of the parties shall have the right to terminate this Agreement, without cause, provided that written notice of termination is given at least ten (10) days prior to the effective date of the proposed termination or at any time with the mutual consent of both parties. Written notice shall be given to the other party in accordance with the Notices provision below.

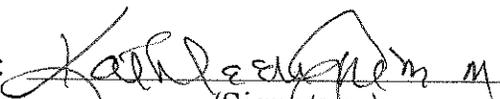
10. Notices.

All notices and requests hereunder by either party shall be in writing, signed by the party who sent it, and except as otherwise specified in this Agreement, directed to the address of the parties as follows:

NYC Dept. of Health & Mental Hygiene 42-09 28 th Street, 11-125, CN 25 Long Island City, NY 11101 Attention: Sarah Timmins DeGregory Title: Program Manager, BKDPHO	New York City Department of Education, 52 Chambers Street New York, NY 10007 Attention: Stephanie Keating
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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.

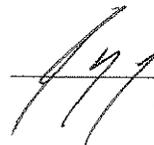
NEW YORK CITY DEPARTMENT OF EDUCATION

By: 
(Signature)
Name:

Title:

Date: 2-26-13

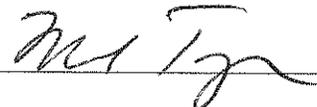
NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By: 
(Signature)
Name:

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

Date: 3/19/13

NEW YORK CITY DEPARTMENT OF EDUCATION

By: 
(Signature)
Name:

Title:

Title:

Date: 2/27/13

Attachment I

Creating Healthy Places to Live, Work, and Play Physical Activity Mini Grant Program Memorandum of Understanding

Between

[SCHOOL NAME]
("Participating School")

And

BROOKLYN DISTRICT PUBLIC HEALTH OFFICE
[BKDPHO]

Goal:

The mission of the Brooklyn District Public Health Office (BKDPHO) is to reduce health disparities and promote health equity by targeting resources, programs, and attention to these high-need neighborhoods of North and Central Brooklyn. Established in 2003, the office focuses efforts in the neighborhoods of Bedford-Stuyvesant, Brownsville, Bushwick, and East New York. In Spring 2011, the BKDPHO launched the Creating Healthy Places to Live, Work, and Play Initiative – funded by the New York State Department of Health, this initiative aims to address gaps in access to healthy food and safe, active living opportunities through community-level capacity building and policy and systems change. The Creating Healthy Places physical activity mini grant program aims to provide start-up funds to select schools in these target neighborhoods for programming in order to increase the availability of places to be physically active.

Objectives:

1. To provide start-up funds for a physical activity program to be established in the "Participating School" or supplementary funding for such programs already existing in the "Participating School." To outline grant requirements at the "Participating School", including:
 - a. Length of program,
 - b. Program documentation, and
 - c. Expense documentation.

Role of the Creating Healthy Places Program Manager (BKDPHO)

To serve as an advisor and resource to the _____
[SCHOOL NAME], providing expertise in the review, development, and implementation of physical activity programs, contract application, practices and policies.

Role of the School Principal

To provide support and commitment to the development and implementation of physical activity programming at the “Participating School” and identify School Liaison to work with BKDPHO in the items outlined below. Outside of the mini grant funding, the School Principal will not be expected to contribute any undue funds beyond the Participating School means

Role of the School Liaison

To provide direct oversight, support, and commitment to the development and implementation of physical activity programming at the “Participating School” including the items 1-5 outlined below.

1. Program Duration

This Agreement will begin on _____ and will continue for a period of _____ weeks, unless sooner terminated as provided for hereinafter in Section 6. This agreement will extend for the duration that funding is available.

2. Facilities Covered

This Agreement is for physical activity programming that will be offered in this designated New York City Department of Education location:_____.

3. Physical Activity Program

a. Type of Program

The _____ [SCHOOL NAME] shall coordinate weekly physical activity programming for students and/or community members within school Indoor and/or Outdoor Active Use Areas.

b. Program Scheduling

The _____ [SCHOOL NAME] shall schedule physical activity programming during non-school hours. Programs may be held before school, after school, and/or on Saturdays.

4. Program Documentation

a. Documentation of Attendance

The _____ [SCHOOL NAME] shall maintain records of extended use program attendance. These records shall be submitted to the BKDPHO for final review.

5. Operational Costs

a. Budget

The _____ [SCHOOL NAME] shall create a written budget for costs associated with the Agreement, providing for equipment expenses, staff

stipends, and/or costs associated with the extended use permitting process and submit to BKDPHO.

b. Documentation of Costs

The _____ [SCHOOL NAME] shall maintain records of costs associated with the Agreement, including receipts for equipment expenses; payments for staff stipends; and/or costs associated with the extended-use permitting process.

c. Submission of Documentation

The _____ [SCHOOL NAME] shall submit budget and records of costs associated with the Agreement to the BKDPHO within _____ days.

6. Termination

This Agreement may be terminated at any time without cause by BKDPHO prior to its expiration, for upon fifteen (15) days’ written notice.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

8. Agreement Effective Date

This Agreement shall be effective upon _____.

We, the undersigned, approve the proposed project as outlined in this Memorandum of Understanding.

DOHMH Administrator Date School Building Principal Date

[SCHOOL BUILDING NAME]

School Program Liaison Date

**ANNEX A
SCOPE OF SERVICES**

**Creating Healthy Places NYC DOE Schools Mini Grant Program Scope of Services
Contract Term: December 1, 2012 – June 30, 2014
PIN #13DP034901R0X00**

The mission of the Division of Health Promotion and Disease Prevention is to promote health, prevent disease and advance health equity among the people of New York City by directing its most intensive efforts to communities with the greatest need. The Division and its community partners seek innovative strategies that incorporate policy change, program implementation and dissemination of health information. The Division achieves its mission through implementation of programs provided by the Bureaus of Chronic Disease Management, Chronic Disease Prevention, Maternal, Infant and Reproductive Health, Tobacco Control, School Health, and District Public Health Offices located in East and Central Harlem, Central Brooklyn, the South Bronx, and the office of Minority Health.

The Brooklyn District Public Health Office works to reduce health disparities and promote health equity in the targeted Brooklyn neighborhoods of Bedford-Stuyvesant, Brownsville, Bushwick and East New York. The Creating Healthy Places to Live, Work and Play Initiative is focused on pursuing comprehensive, population-based strategies to reduce type 2 Diabetes and obesity in these targeted high risk neighborhoods.

Scope of Services

The intra-city consultant (NYC Department of Education) will work closely with the Program Manager of the Creating Healthy Places initiative to manage a mini-grant program where **9 schools in the target neighborhoods** will receive monetary allocation as directed in the attached **Annex B** to create new opportunities for school communities to participate in physical activity within their neighborhoods and help keep residents healthier by increasing places to buy fresh, affordable fruits and vegetables. The NYC DOE will be responsible for the following:

1. Receive lump sum amount of grant monies to be dispersed to individual schools in the target neighborhoods, this will be done by March 31, 2013 and March 31, 2014.
2. Disperse mini grant monies to individual schools in the target neighborhoods; this will be completed by March 31, 2013 and March 31, 2014.
3. Each school awarded mini grant funds will be responsible for the following:
 - a. Completion of necessary NYC DOE permits and paperwork for outside of school hours for physical activity programming
 - b. Scheduling and utilization of space for physical activity programming
 - c. Promotion of physical activity programming to school community and surrounding neighborhood
 - d. Maintaining attendance records for submission to the BKDPHO
 - e. Attend BKDPHO healthy food retail workshop during Fall 2012/13-Winter 2013/14

- f. Host one healthy food retail event at local corner store in support of school wellness/ snack policy
- g. Maintaining spending records for submission to the BKDPHO (Note: Grant monies spent in full by March 15, 2013)

These 9 NYC DOE sites have been selected to receive mini grant award for FY 2013:

1. P. S. 89 Cypress Hills Community School (DBN: 19K089)
2. P. S. 290 Juan Morel Campos (DBN: 19K290)
3. P. S. 159 (DBN: 19K159)
4. P. S./I. S. 41 The Walter Francis White School (DBN: 23K041)
5. P. S./ I. S. 165 The Ida R. Posner School (DBN: 23K165)
6. P. S./ I. S. 298 Dr. Betty Shabazz Elementary (DBN: 23K298)
7. P.S/I.S 184 Newport Street School
8. P.S. 7
9. Frederick Douglass Academy VII (DBN: 23K514)

Additional tasks include

Participate in regular meetings (as needed) with the BKDPHO

ANNEX B - BUDGET

Extended Use Physical Activity Mini Grant Program

CONTRACT TERM: December 1, 2012 – June 30, 2014

PIN #13DP034901R0X00

Budget	FY13
Deliverables	December 1, 2012 – June 30, 2013
Receive lump sum amount of grant monies to be dispersed to individual schools in the target neighborhoods. Disperse mini grant monies to individual schools in the target neighborhoods and provide proof of transfer to the Brooklyn District Public Health Office Creating Healthy Places Program Manager.	
1. P. S. 89 Cypress Hills Community School (DBN: 19K089) will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #1	\$1,000
2. P. S. 290 Juan Morel Campos (DBN: 19K290) will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #2	\$1,000
3. P. S. 159 (DBN: 19K159) will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #3	\$1,000
4. P. S./I. S. 41 The Walter Francis White School (DBN: 23K041) will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #4	\$1,000
5. P. S./ I. S. 165 The Ida R. Posner School (DBN: 23K165) will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #5	\$1,000
6. P. S./ I. S. 298 Dr. Betty Shabazz Elementary (DBN: 23K298) will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #6	\$1,000
7. P.S/I.S 184 Newport Street School will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	

Subtotal Deliverable #7	\$1,000
8. P.S. 7 will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #8	\$1,000
9. Frederick Douglass Academy VII (DBN: 23K514) will be responsible for the following funding allocation as described in the scope of services attachment Annex A.	
Subtotal Deliverable #9	\$750
<u>Additional Tasks Include</u>	
Participate in regular meetings (as needed) with the BKDPHO	
FY13 Total	\$8,750

Total Contract Funding (Not to Exceed)

\$8,750