

THIS COOPERATIVE AGREEMENT ("Agreement"), dated as of this 1<sup>st</sup> day of August, 2011, between the New York City Human Resources Administration ("HRA" or the "Department"), with offices located at 180 Water Street, New York, New York 10038, and the New York City Department of Health and Mental Hygiene ("DOHMH"), with offices located at 42-09 28th Street, 10th Floor, Queens, NY 11101.

WITNESSETH:

WHEREAS, DOHMH and HRA share the responsibility for administering the Medicaid Managed Care Program ("MMCP"), which allow for the enrollment of Medicaid recipients in managed care plans; and

WHEREAS, DOHMH, through its Division of Health Care Access and Improvement ("HCAI"), agrees to perform necessary functions under the MMCP, including, but not limited to: education and training of providers, community based organizations and consumer advocates on Medicaid managed care; monitoring of managed care organization outreach and enrollment-related activities; and the handling of consumer complaints and management and support; and

WHEREAS, HRA agrees to submit, to the New York State Office of Temporary Disability Assistance ("OTDA"), DOHMH's claim for performing the requisite functions under the MMCP; and

WHEREAS, DOHMH is ready, willing and able to perform the requisite functions under the MMCP and

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

ARTICLE 1: TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year commencing August 1, 2011 through July 30, 2012 with three (3) one-year options to renew, subject to appropriations, unless sooner terminated pursuant to this Agreement.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 In administering the MMCP in New York City, DOHMH shall perform the functions detailed in Appendix A, attached herein and incorporated by reference. The functions include, but not limited to, education and training of providers, community based organizations and consumer advocates on Medicaid managed care, monitoring of managed care plan outreach and enrollment-related activities; handling of consumer complaints handling and management and support of the program.
- 2.2 HRA shall submit DOHMH's claim for payment to the New York State Department of Health.

### ARTICLE 3. PAYMENT

- 3.1 HRA agrees to pay and DOHMH agrees to accept, as full payment for the services provided herein an amount not-to-exceed \$673,350.00 for the Term of this Cooperative Agreement based on the budget affixed hereto as Attachment A and incorporated herein in accordance with 3.2.
- 3.2 DOHMH shall forward to HRA documentation in support of Administrative expenses including OTPS expenditures such as basic travel, supplies, equipment, information 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 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.
- 3.3 If claims for reimbursement are made by HRA on behalf of DOHMH pursuant to the agreement, and such claims are dissolved, then DOHMH shall assume full responsibility for the cost of such services.
- 3.4 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

- 3.5 The Intra-Agency expenditure reports shall 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 4. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State and Local Laws, rules and regulations as are in effect at the time such services are rendered including, without limiting, 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 parts 84 and 85.

### ARTICLE 5. PUBLICITY

- 5.1 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, may make any statement to the press or issue any communication bearing on the work performed or data collected under this Agreement.
- 5.2 If DOHMH publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments achieved 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 in print and other medium.

#### ARTICLE 6. CONFIDENTIALITY

- 6.1 All information obtained, learned, developed or filed by DOHMH in connection with recipients or services, including data contained in official HRA files or records, shall be held confidential by DOHMH pursuant to the provisions of the Social Services Law of the State of New York, the Federal Social Security Act, 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.
- 6.2 All of the reports, information or data, furnished to or prepared, assembled or used by DOHMH 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 provided notice of the request for the disclosure.
- 6.3 Any and all materials developed by DOHMH specifically for utilization under this Agreement shall become the joint property of the City of New York and DOHMH.

#### ARTICLE 7. 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 8. COMPLIANCE WITH STATE ADMINISTRATIVE DIRECTIVE

In compliance with Administrative Directive 80 ADM 86 of the New York State Department of Social Services, the Commissioner or his/her designee may require the reassignment of any employee performing work under this Agreement for cause. Furthermore, the Commissioner or his/her designee may request retention, reinstatement or reassignment of any employee who performed any work under the Agreement and who may have been reassigned.

#### ARTICLE 9. TERMINATION

- 9.1 Either HRA or DOHMH shall have the right to terminate this Agreement in whole or in part:
  - a. Without cause, by giving three (3) months' written notice; or

- b. For good cause by giving the other party thirty (30) days' written notice with an opportunity to cure within said thirty (30) days.
- 9.2 HRA will have the right to terminate this agreement in whole or in part if Federal or State reimbursement is terminated or not allowed.
- 9.3 In addition, HRA shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and level of services in the event of a reduction or discontinuance of such funds by action or change of Federal, State or City government policy, law or regulation.
- 9.4 In the event of termination of this Agreement, for whatever cause, HRA will pay all costs and uncancellable obligations up to and including the effective date of such termination.

#### ARTICLE 10. ASSIGNMENT

DOHMH shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of the DOHMH's right, title, interest obligations or duties herein, or the DOHMH's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Agreement, unless the prior written consent of the Administrator shall be obtained (which approval shall be attached to the original Agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in excess of the reimbursement limitation as stated in Article 3 above. Any such assignment, transfer, conveyance, sublease or other disposition without such consent shall be void.

#### ARTICLE 11. NOTICES

All notices and communications to the parties under this Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender. All notices and correspondence to HRA shall be delivered to the following addressee and address: Michelle Fouks, Executive Deputy Commissioner -Finance Office, 180 Water Street, 11th Floor, New York, NY 10038. All notices and correspondence to DOHMH shall be delivered to the following addressee and address: Eric Zimiles, Executive Director of Finance and Contracts, Health Care Access and Improvement, NYC Department of Health and Mental Hygiene, 42-09 28<sup>th</sup> Street, 12<sup>th</sup> Floor, Queens, New York 11101.

#### ARTICLE 12. RETENTION OF RECORDS

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

ARTICLE 13. MODIFICATION

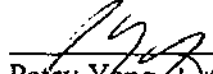
This Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

ARTICLE 14. ENTIRE AGREEMENT

This written 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.

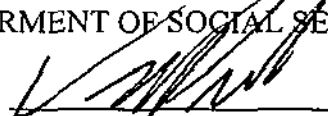
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below their respective signatures.

DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BY:   
Patsy Yang, Dr PH  
Executive Deputy Commissioner/Chief Operating Officer

DATE: 8/3/11

DEPARTMENT OF SOCIAL SERVICES/HUMAN RESOURCES ADMINISTRATION

BY:   
~~Michelle Kross~~  
~~Executive Deputy Commissioner~~  
Vincent Pullo  
Agency Chief Contracting Officer

STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 14<sup>th</sup> day of September, 2011, before me personally came Michelle Fouks, to me known and known to me to be Executive Deputy Commissioner of the Department of Social Services/Human Resources Administration of the City of New York, the person described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same for the purpose 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 3<sup>rd</sup> day of August, 2011, before me personally came Patsy Yang, to me known, who to me known and known to me to be Executive Deputy Commissioner and Chief Operating 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 she acknowledged to me that she executed the same for the purpose therein mentioned.

[Signature]  
NOTARY PUBLIC



Human Resources Administration  
Internal Cooperative Agreement Approval Form

The attached Cooperative Agreement between HRA and DOHMH for Medicaid Managed Care. The term is August 1, 2011 through July 31, 2012, with three (3) one-year options to renew. The Cooperative Agreement has been approved by the following:

Submitting Program/Area:

BY: *Mary Herper*  
HRA RC Head

*8/18/11*  
Date

Approved as to Availability of Funds:

By: \_\_\_\_\_  
HRA Finance Office

\_\_\_\_\_  
Date

Approved as to Legal Form:

By: \_\_\_\_\_  
HRA Office of Legal Affairs

\_\_\_\_\_  
Date

Human Resources Administration  
Internal Cooperative Agreement Approval Form

The attached Cooperative Agreement between HRA and DOHMH for Medicaid Managed Care. The term is August 1, 2011 through July 31, 2012, with three (3) one-year options to renew. The Cooperative Agreement has been approved by the following:

Submitting Program Area:

BY: Mary Hooper  
HRA RC Head

8/18/11  
Date

Approved as to Availability of Funds:

By: Michelle Lewis  
HRA Finance Office

8/16/11  
Date

Approved as to Legal Form:

By: Edmund L. Hill  
HRA Office of Legal Affairs

8/25/11  
Date



## APPENDIX A SCOPE OF SERVICES

The New York City Department of Health and Mental Hygiene shares with HRA the responsibility for administering the Medicaid Managed Care program in New York City. As of May 2011, more than 2 million Medicaid recipients are enrolled in Medicaid Managed Care plans including 14,000 individuals who were enrolled in three HIV Special Needs Plans (“SNPs”) since the implementation of the HIV mandatory program in August 2010.

### Contract Monitoring

- Monitoring to ensure that managed care organizations (“MCO”) are adhering to permissible outreach and enrollment activities as set forth in Section 11, Appendix D and Appendix P of the MMC Contract.
- Conducting ad hoc visits to MCO-affiliated community service centers, MCO-sponsored events and provider-hosted sessions for the purposes of monitoring outreach and/or retention activities to ensure compliance with the guidelines set forth in the MMC Contract.
- Monitoring MCOs’ use of vehicles for outreach and enrollment activities throughout NYC
- Investigating allegations of fraud or inappropriate and non-consensual enrollment that may be committed by MCOs.
- Reporting to SDOH on MCO non-compliance with policies set forth in Section 11, Appendix D or Appendix P of the Model Contract.

### Education and Outreach

- In consultation with SDOH, developing and implementing a Training Plan that identifies key providers and community organizations that serve the new populations targeted for mandatory enrollment
- Coordinating and scheduling informational and training sessions to educate providers, community based organizations and consumer advocates around new populations who will be mandated to enroll in a Medicaid managed care plan.
- Educating providers, community based organizations and consumer advocates around benefit changes (e.g. pharmacy carve in, personal care services, transportation).
- Developing training materials (e.g. technical assistance manuals, charts, and other handouts) and training curricula

### Complaint Handling

- Addressing complaints that emerge from provider and community advocate training sessions including working with the MCOs to resolve the complaint
- Addressing administrative complaints that are sent by MAXIMUS, the enrollment broker for investigation and resolution

Deliverables:

In collaboration with HRA, monitor outreach and enrollment activities to ensure MCO compliance with the provisions of Section 11, Appendix D and Appendix P of the MMC contract.

Produce quarterly reports summarizing findings from monitoring including the types of outreach activities conducted by MCOs to enroll uninsured consumers into public health insurance.

Maintain and update a database of providers and community organizations used to target and schedule providers for training and education.

Coordinate and conduct training workshops for providers, community based organizations and community advocates on the changes to the benefit package and new populations identified for mandatory enrollment.

Troubleshoot, investigate and assist in the resolution of complaints from providers and community organizations regarding Medicaid managed care.

Develop and update training materials for workshops and information sessions including technical assistance provider manuals designed for NYC Medicaid providers and organizations serving Medicaid beneficiaries.

**BUDGET PLAN FOR MANAGED CARE FUNDING**

**DSS/HRA  
180 Water St.  
New York, N.Y. 10038**

Attn:

**DATE:** Tuesday, May 24, 2011  
**COUNTY:** New York, Kings, Queens, Richmond, Bronx  
**CONTACT PERSON:** Eric Zimiles, Director of Budget/Finance  
MMC Grant Administration  
Division of Health Care Access and Improvement  
New York City Department of Health and Mental Hygiene  
**ADDRESS:** 42-09 28th Street, Room: WS 12-4, Queens, NY 11101  
**TELEPHONE:** (347) 396-4815

**TOTAL AMOUNT OF FUNDING:** **\$673,350**

**MANAGED CARE COORDINATOR:** Joyce Weinstein, Assistant Commissioner  
**COORDINATOR PHONE NUMBER:** (347) 396-4628  
**COORDINATOR FAX NUMBER:** (347) 396-4768  
**COORDINATOR E-MAIL ADDRESS:** [jweinste@health.nyc.gov](mailto:jweinste@health.nyc.gov)

Medicaid Managed Care FY12

A. Personnel Services	\$381,325
Fringe Benefits@ 46%	\$175,410
<b>Total:</b>	<b>\$556,735</b>

B. Non-Personnel Services	
4. Travel	\$1,811
5. Equipment	-
6. Supplies	\$1,592
7. Contractual Services	\$3,551
<b>8. Total (Lines 4-7)</b>	<b>\$6,954</b>

C. Other Expenses	\$13,204
<b>Total OTPS:</b>	<b>\$20,158</b>

<b>D. Indirect Expenses (16.72%)</b>	<b>\$96,457</b>
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<b>Total Budget:</b>	<b>\$673,350</b>
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Personnel Services

Reporting Category	Position Number	Name	Employee Number	Grade	Market	Rate	Rate	Rate	Rate	Rate	Rate	Rate
726P00	262039	Nogron, Fred	0460753	7210	5029	10069	99,509	99,509	99,509	99,509	99,509	99,509
726P00	000604	Fung, Kee	0188806	7210	5260	56058	52,604	52,604	52,604	52,604	52,604	52,604
726P00	262059	Garcia, Diana	0329111	7210	5019	10022	77,138	77,138	77,138	77,138	77,138	77,138
726P00	752004	Napoleon, Denise	0512990	7210	5047	10251	34,602	34,602	34,602	34,602	34,602	34,602
726P00	262050	Pan, Ziji	0544742	7210	5060	12826	52,162	52,162	52,162	52,162	52,162	52,162
726P00	262033	Veras, Joann	0568275	7210	5047	10251	46,932	46,932	46,932	46,932	46,932	46,932
Contingencies for Salary Adjustments and Collective Bargaining												
TOTAL PS											381,326	
TOTAL											381,326	

Fringe @45% 175,410  
 Indirect @16.72% 63,096  
 Total 559,832

*Rosa Pico* 7/13/11

Rosa Pico, Director of Budget Administration

Other Than Personnel Services

Category	Item	Total Cost
Travel/Per Diem	Local Travel	1,358
	Intra-State Travel to Albany	453
Supply	Staples Business Advantage Blanket Order	1,592
License Costs	IT Chargebacks	4,200
Administrative Costs	Administrative Overhead	4,475
Contractual Services	DIRECT PRINTING SERVICES (Vanguard & DOHMH Print Shop)	3,551
Other Expenses	Postage	4,528
<b>Sub-Total</b>		<b>20,156</b>
Indirect	Indirect Expenses (16.72%)(consultants = 1.99%)	3,370
<b>Grand Total OIPB</b>		<b>23,526</b>

*Rosa Pico*

7/13/11

Rosa Pico, Director of Budget Administration