

COOPERATIVE AGREEMENT  
BETWEEN  
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION  
AND  
THE NEW YORK CITY DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE

THIS COOPERATIVE AGREEMENT ("Agreement") dated as of this 18<sup>th</sup> day of July 2012, between the Department of Social Services of the Human Resources Administration ("HRA", "FIA" or "Department") 180 Water Street, New York, New York 10038 and the Department of Health and Mental Hygiene ("Contractor" or "DOHMH") Gotham Center, 42-09 28<sup>th</sup> Street, 9<sup>th</sup> Floor, CN-46, 9-14, Queens, New York 11101.

WITNESSTH

WHEREAS, DOHMH designed the Health Bucks EBT Incentive Program ("Health Bucks Program") to encourage residents of low-income communities to eat more fruits and vegetables, and to provide incentive to Food Stamp recipients to use their Food Stamp dollars to purchase healthy foods, and to maintain or develop healthy eating habits, and maintain or improve upon their existing nutrition; and

WHEREAS, under the Health Bucks Program, DOHMH, through its District Public Health Offices, develops and distributes Health Bucks, worth \$2 each, for use by residents of low-income communities in purchasing fresh fruits and vegetables at participating farmers markets; and

WHEREAS, HRA and DOHMH have decided to enter into an agreement to expand the Health Bucks Program developed and distributed by DOHMH, whereby HRA agrees to provide \$350,000 for up to 148,444 Health Bucks coupons and administrative costs pursuant to the attached budget; and

NOW, THEREFORE, the parties hereto agree as follows:

Article I - Term of Agreement

- A. The term of this Agreement shall be from July 1, 2012 through June 30, 2013 with three (3) automatic one (1) year renewals thereafter, unless sooner terminated pursuant to the terms contained herein. Each renewal is subject to agreement between the parties on a new budget.
- B. Availability of Funds

As the period of performance contemplated by this Agreement involves performance by the Contractor in subsequent City fiscal years, funding for such periods is subject to the appropriation of funds for such subsequent city fiscal years and availability herefor.

Article II - Scope of Services:

- A. DOHMH agrees to control and administer the program which distributes Health Bucks through its District Public Health Offices directly to the farmers' market managers.
- B. DOHMH shall provide a structured and supervised program ensuring that participants are given benefits consistent with the goals of HRA, and that they are equipped with adequate information to perform the program's intended functions.
- C. DOHMH shall supervise compliance of record keeping responsibilities, which shall include but not be limited to, making all of the above records available to HRA upon request for auditing purposes.
- D. HRA reserves its right to review program performance under this Agreement.

Article III - Terms of Payment

- A. HRA agrees to pay, and DOHMH agrees to accept an amount not to exceed three hundred and fifty thousand dollars (\$350,000.00), based on the budget annexed hereto as Exhibit 1.
- B. The official Intra-City invoice submitted shall include the following typed language, certifying that the reimbursement sought for PS and OTPS is not funded by any other City, State, or Federal jurisdiction. The invoice should be signed by the Department of Health and Mental Hygiene.

"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to the price 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."

- C. Since HRA may be unable to obtain State and Federal reimbursement for administrative cost and supplies, HRA may require submission of invoices, which omit these costs.

Article V - Retention of Records

DOHMH agrees to retain all books, records, and other documents relevant to this Agreement for six 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 VI - Compliance With Administrative Directives

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 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 articles 84 and 85.

#### Article VII - Confidentiality

- A. All client information obtained, learned, developed or filed by DOHMH concerning recipients of services, including data contained in Official Department files or records shall be held confidential by the Department of Health and Mental Health pursuant to the provision of the Social Security Act 42 U.S.C.A. 1306 (1988) and applicable regulations promulgated thereunder, and shall not be disclosed by DOHMH to any person, organization, agency or to any other entity except as authorized or required by law.
- B. All of the reports, information or data furnished 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 the 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 by a court notice of the request for the disclosure.
- C. The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

#### Article VIII - Termination

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

- A. without cause, by giving thirty (30) days written notice; or
- B. immediately if for cause as determined by HRA exercising its reasonable judgement; or
- C. immediately by HRA if Federal or State reimbursement is terminated or not allowed.

In the event that HRA does terminate this Agreement, DOHMH shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by DOHMH on account of this Agreement prior to receipt of 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, oral or written agreement entered between DOHMH.

#### Article IX - Supervision

In compliance with Administrative Directive 80 ADM 86 of the New York State Department of Social Services, all the employees performing work under this agreement through their existing management structure and chain of command must report to and receive all assignments from the Commissioner of HRA or his designee. The Commissioner or his designee may require the removal of any employee from performing work under this agreement. Further the Commissioner of HRA or his designee may request retention, reinstatement or reassignment of any employee who is performing any work under this Agreement who may have been reassigned.

#### Article X - Publicity

- A. 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.
- B. 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 XI. – Modification

This Cooperative 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 XII. – Compliance with Local Law 40 of 2011

Pursuant to Local Law 40 of 2011, the agencies understand that this COOPERATIVE AGREEMENT may be posted on NYC.gov within 30 days of execution.

#### Article XIII - Notices and Communications

All notices and communications to the parties under this Agreement shall be in writing and 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 and directed to the address of the parties as follows:

HRA Contact:

Thomas Patrick Harper  
Deputy Director  
FIA Office of Contract Services  
NYC Human Resources Administration  
180 Water Street, 20<sup>th</sup> Floor  
New York, New York 10038

DOHMH Contact:

Alyson Abrami, MS, RD  
Manager, Farmers' Market Programs  
Physical Activity and Nutrition Program  
Bureau of Chronic Disease Prevention and Tobacco Control  
NYC Department of Health and Mental Hygiene  
Gotham Center  
42-09 28<sup>th</sup> Street  
9<sup>th</sup> Floor, CN 46, 9-14  
Queens, NY 11101

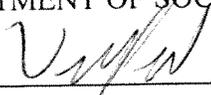
Article IV. - Entire Agreement

This written Cooperative 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 Cooperative Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein

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

CITY OF NEW YORK  
HUMAN RESOURCES ADMINISTRATION  
DEPARTMENT OF SOCIAL SERVICES

BY:   
TITLE: Asst  
DATE: 7/18/12

CITY OF NEW YORK  
DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE

BY:   
TITLE: Patsy Yang, Dr. PH  
Executive Deputy Commissioner & Chief Operating Officer  
DATE: \_\_\_\_\_

STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 18<sup>th</sup> day of July, 20 12, before me personally came Vincent Pollo, to me known and known to me to be ACCO of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and (s)he acknowledged to me that (s)he executed the same for the purpose therein mentioned.

  
NOTARY PUBLIC

BONNIE R. BRIGGMAN-ROBINSON  
Commissioner of Deeds  
City of New York No. 4-4617  
Commission Expires July 01, 2013

STATE OF New York

:SS:

COUNTY OF QUEENS

On this 11<sup>th</sup> day of July, 20 12, before me personally came PATSY YANG, DR PH, to me known, who, being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_, that (s)he is the EXEC. DEPUTY COMMISSIONER of the NYC - DEP. OF HEALTH & MENTAL HYGIENE, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his(her) name thereto by like order.

  
NOTARY PUBLIC

PAUL ROMAIN  
Notary Public, State of New York  
No. 01RO6134864  
Qualified in Kings County  
Commission Expires Oct. 11, 2013

# Exhibit 1

## Budget

10/1/2014  
10/1/2015  
10/1/2016

NYC Department of Health and Mental Hygiene

FY2013	Cost per Buck	Maximum Number of Bucks	Total
Health Bucks	\$2.00	148,444	\$296,888.00
Health Bucks Admin	\$0.25		\$37,111.00
Health Bucks Printing			\$16,001
TOTAL			\$350,000

