

## **RENEWAL AGREEMENT**

### **INTRA-CITY AGREEMENT BETWEEN THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND THE NEW YORK CITY DEPARTMENT OF EDUCATION**

PIN NUMBER 09SH080501R1X00

**RENEWAL INTRA-CITY AGREEMENT** effective July 1, 2011 between the New York City Department of Health and Mental Hygiene ("DOHMH" or "DEPARTMENT"), having its principal office located at 125 Worth Street, New York, New York 10013 and the New York City Department of Education ("DOE"), having its principal office located at 40 Irving Place, New York, New York 10003.

### **WITNESSETH**

**WHEREAS**, the Department oversees public health programs and has the expertise to develop and implement programs to achieve public health objectives; and

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

**WHEREAS**, it is the goal of DOHMH to improve the health of school age children, such as in the areas of immunization compliance, obesity, vision abnormalities, asthma, and the consequences of risk taking behaviors; and

**WHEREAS**, it is the goal of the DOE to strengthen the public health related services it provides to students by providing designated staff and program support to deal with health issues; and

**WHEREAS**, the Department entered into an Intra-City Agreement ("Original Agreement") with DOE for the Regional Health Directors to perform public health services to improve the health of school age children, for the term of July 1, 2008 to June 30, 2011, for the Maximum Reimbursable Amount of \$9,191,169.00 during the term of the Original Agreement; and

**WHEREAS**, both the Department and DOE have satisfactorily performed the services pursuant to such Agreement; and

**WHEREAS**, the Department wishes to exercise its option under the Original Agreement to renew such Agreement for a three year term, from July 1, 2011 through June 30, 2014 to provide the services required under this renewal agreement

**WHEREAS**, DOE has expressed its willingness to enter into this renewal agreement on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein set

forth, the parties agree as follows:

1. **Term of Agreement** - The term of this Renewal Agreement shall be from July 1, 2011 through June 30, 2014 ("Term"), unless sooner terminated by either party in accordance with the provisions set forth in Section 13 of this Renewal Agreement. This Agreement may be renewed on an annual basis upon mutual written consent.
2. **Scope of Services** – DOE shall implement and complete various school health policy mandates and program directives, aimed to improve the health of students, as described in **Appendix A**, which is attached hereto and hereby made a part of this Agreement.
3. **Maximum Reimbursement Amount and Schedule of Payment**

- a. The total Maximum Reimbursable Amount DOHMH shall reimburse DOE for the term of the Agreement shall not to exceed **\$9,191,169.00** for providing the services hereunder in accordance with the budget contained in **Appendix B**. Of this total, in accordance with the budget contained in **Appendix B**, DOHMH shall reimburse DOE through intra-City payment transfers arranged through the Comptroller of the City of New York (the "Comptroller"), an amount not to exceed \$3,063,723.00 for the Fiscal Year 2012, an amount not to \$3,063,723.00 for the Fiscal Year 2013, and an amount not to exceed \$3,063,723.00 for the Fiscal Year 2014, for services provided by DOE pursuant to this Renewal Intra-City Agreement.

DOHMH shall reimburse DOE within sixty (60) days after receipt of a DOE invoice, in form acceptable to DOHMH, for services performed. Such invoice shall contain a certification signed by the DOE Chief Financial Officer, or his designee, stating that the expenditures are true and accurate and were incurred in performance of the Scope of Services set forth in **Appendix A**.

- b. DOHMH is not responsible for any increased costs due to salary increases for the listed staff during the term of this Agreement, above the total reimbursable amount set forth in paragraph a, section 3 of this Agreement. Reimbursement of DOE for the services performed will be made in accordance with the Program Budget annexed hereto as **Appendix B**.
  - 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. **Comptroller** — Upon the execution of this Renewal Intra-City Agreement, DOE and DOHMH will each cause their appropriate representatives to confer with the Office of the Comptroller of the City of New York (the "Comptroller") and establish specific designated codes and accounts to be used for the purpose of the transfer of funds by DOE to

DOHMH accounts for the purpose of making payment in accordance with this Intra-City Agreement.

## 5. Reconciliation Process

a. The DOE Chief Financial Officer or designee shall provide DOHMH with a list of the DOE staff paid under this Agreement and a summary of all expenditures for each activity and amount set forth in **Appendix A**. Such expenditure report shall be submitted together with the final invoice.

b. The DOE Senior Executive responsible for health related programs shall certify that the staff paid under this Agreement, have devoted their time to the activities outlined in **Appendix A**.

c. Prior to the final payment, a final program report shall be submitted to the Bureau of School Health of DOHMH, which report shall contain goals and objectives and measures of actual performance and outcomes and shall reflect reliable and definable data for each activity / initiative set forth in **Appendix A**.

7. **Disallowances** — DOHMH shall review the expense reports and supporting documentation as required, and may disallow any expenses that were not rendered, documented and/or authorized in accord with the terms of this agreement, or for failure to deliver any required services or work product.

However, DOHMH shall not unreasonably disallow expenses submitted pursuant to this Agreement.

8. **Evaluation Criteria** — DOE's performance will be evaluated based on its compliance with this Agreement. The evaluation criteria will include, but are not limited to: timeliness of deliverables and reports; timeliness of services; achievement of level of services; staff appropriateness and continuity; program procedures and methods; program record keeping and reporting; physical environment and equipment; and timeliness and accuracy of fiscal reports and payment requisition.

9. **Evaluation Procedure - Cooperation** — DOE shall cooperate fully with DOHMH regarding the evaluation of the services provided hereunder and will advise and consult with employees and officials of DOHMH and any designated program evaluation agent. DOHMH, its employees, representatives and designees, shall have the right at any time, given reasonable notice, to inspect a site where services are performed and to observe the services being performed by DOE. DOE shall render all assistance and cooperation to DOHMH, its employees, representatives and designees in making such inspections and shall assure DOHMH ready access to the project sites and all medical, financial or other records and reports relating to the Project. DOHMH shall have the responsibility for determining agreement compliance.

10. **Confidentiality** — The parties agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this 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 as administered through the Office of School Health.

11. **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.
12. **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.
13. **Termination** — This Agreement will terminate in whole or in part, for any reason, upon ninety (90) days written notice by either party. Such notice will specify the date of such termination, which should not be less than ten (10) days from the date of receipt of the termination notice.
14. **Appendices** — **Appendix A** and **Appendix B** are attached hereto and hereby made a part hereof.
15. **Notices** — All notices and requests hereunder by either party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows:

NYC Dept. of Health & Mental  
Hygiene  
2 Lafayette Street, 22nd Fl., Box  
25  
New York, NY 10007

Attention: Roger Platt, MD  
Assistant  
Commissioner,  
Office of School Health

New York City Department of  
Education  
28-11 Queens Plaza North,  
Room 402  
Long Island City, NY 11101

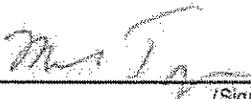
Attention: Ava J. Mopper,  
Director  
Office of Related and  
Contractual Services

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

NEW YORK CITY DEPARTMENT OF  
EDUCATION

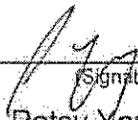
NEW YORK CITY DEPARTMENT OF  
HEALTH AND MENTAL HYGIENE

By:   
(Signature)

Name: Michael Tragale  
Title: Chief Financial Officer

Department of Education

Date: 11/9/11

By:   
(Signature)

Name: Patsy Yang, DrPH  
Title: Chief Operating Officer/Executive  
Deputy Commissioner

Department of Health and Mental Hygiene

Date: 11.21.11

## APPENDIX A

### SCOPE OF SERVICES

**New York City Department of Education  
Children First Network Health Liaisons PIN# 09SH080501R1X00**

#### Statement of Goals and Objectives:

It is the goal of DOHMH to improve the health of school age children. The major health issues of children in this age group include immunization compliance, obesity, vision abnormalities, asthma, and the consequences of risk taking behaviors. A recent DOHMH survey demonstrated that over 20% of New York City public elementary school students were obese and another 20% were overweight. DOHMH believes that schools can make a major contribution to the health of NYC children by addressing these issues.

Under this Agreement, DOE shall provide the services outlined below, as follows:

DOE will strengthen the public health related services it provides to students by providing designated staff and program support to deal with health issues.

#### CFN Health Liaisons

CFNHLs , report directly to the Children First Networks (CFNs) of the Department of Education and are responsible for the non-clinical administration of the School Health Program for schools.

In order to ensure that school facilities are adequate to support public health programs, the specific responsibilities of the ten (60) CFNHLs include:

- Overseeing and monitoring the proper implementation and completion of various school health policy mandates and program directives, including but not limited to various student immunization requirements. Reviewing and analyzing existing policies and procedures and recommending changes that are needed to ensure that mandates are met.
- Ensuring that students meet New York State immunization requirements by educating key school staff about the requirements, making sure that information is promptly entered into a database and scheduling mass immunization sessions, when necessary.
- Ensuring that the Chancellor mandated condom availability program is functioning in high schools.
- Fostering the development of a strong working relationship between principals, school administrators and school health personnel to ensure the effective administration of health programs at the school level.
- Reviewing confidential health issues and policy concerns with the Director of School Health.

- Working closely with the Office of School Health (OSH) and the regional leadership to strengthen health education programs at the school level. Specifically, monitoring the provision of health education programs including, but not limited to HIV/AIDS education across the region.
- Working directly with the Office of School Health to monitor the conditions of the school medical rooms, and making specific written recommendations for the improvement of such facilities.
- Working with the nursing leadership of the School Health Program to ensure that services are provided to students in need.
- Monitoring the performance of School Health Centers within their regions.
- Identifying high-risk schools where additional resources may be required.
- Working with other CFN Health Liaisons to review issues and concerns about current policy, programs and procedures; advises the Office of School Health on ways to improve the delivery of school health program services.
- Determining and overseeing the role of health aides assigned to high schools.
- CFNHLs shall prepare a report of all activities undertaken and duties performed during the term of this Agreement, including but not limited to obstacles to achieving objectives and recommendations for improving school health services. The Contractor shall submit such report to the Department no later than June 1 of each year of the term of the Agreement.

#### **Borough Nursing Directors (BNDs)**

BNDs, report to the Director of Nursing, who reports directly to the Assistant Commissioner, Office of School Health, are responsible for the clinical oversight and administrative management of all Office of School Health personnel assigned to provide effective delivery of school-based health services within each Department of Education's ten regions.

In order to ensure that staff nurses improve the health of students, the specific responsibilities of the BND's include:

- Working in collaboration with the OSH Supervising Physician to analyze the need for School Physician visits; plan special initiatives and activities requiring medical and nursing interventions.
- Working in collaboration with OSH Supervising Physicians and school administrators on finding resolutions to communicable disease and environmental issues/problems arising at individual schools.
- Working with school administrators to ensure that the clinical skills and proficiency of the nursing personnel under her/his direction are current and updated and that a high level of nursing practice is maintained with the Region.
- Notifies staff and school administrators regarding updates in Office of School Health requirements for students.

- Ensures that 504 nursing services and IEP mandated nursing services are provided to each student .
- Working in coordination with the local American Red Cross to provide nursing staff and support to emergency shelters set up by the American Red Cross in response to natural or man-made disasters and to respond to all emergencies required of OSH at the direction of the Office of Emergency Management.
- Arranging with school administrators to ensure that parents receive education on certain topics, including but not limited to childhood obesity.
- Arranging with school administrators to ensure that students receive education, information and guidance on those health issues particularly relevant to students and ensuring that secondary school students receive education, information and guidance on risky adolescent behaviors.
- Ensuring that abnormalities detected on vision screenings receive appropriate followup, evaluation and treatment. Ensuring that students meet New York State immunization requirements.
- Providing case management services to students with moderate or severe asthma.
- BNDs shall prepare a report of all activities undertaken and duties performed during the term of this Agreement, including but not limited to obstacles to achieving objectives and recommendations for improving school health services. The Contractor shall submit such report to the Department no later than June 1 of each year of the term of the Agreement.

**APPENDIX B – ANNUAL BUDGET**  
**INTRA-CITY AGREEMENT BETWEEN**  
**THE NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND**  
**THE NEW YORK CITY DEPARTMENT OF EDUCATION**  
**July 1, 2011 – June 30, 2014**  
**CFN Health Liaisons/Borough Nursing Directors**

PIN# 09SH080501R1X00

Summary Budget

**Personnel**

Program

Nursing	\$1,110,893
CFNs	\$1,256,256
Administration	<u>\$ 696,574</u>
Total PS	\$3,063,723

**Total – NOT TO EXCEED Annual \$ 3,063,723 X 3 yrs = \$9,191,169**

**Note: This agreement is based on the current salaries of the staff included in this MOU. DOHMH is not responsible for any increased costs due to salary increases for the listed staff during the contract period.**