

LEAD HAZARDS AND RESIDENTIAL ENVIRONMENTAL HEALTH TRAINING

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

**NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT**

AND

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

MEMORANDUM OF UNDERSTANDING ("MOU") made this **July 1, 2010** by and between the City of New York Department of Housing Preservation and Development ("HPD"), having its principal office at 100 Gold Street, New York, New York, 10038 and the City of New York Department of Health and Mental Hygiene ("DOHMH"), having its principal office at Gotham Center, 42-09 28th Street, Long Island City, New York 11101.

WHEREAS, DOHMH is authorized by applicable law to help safeguard the health of the people of the City of New York and through its Lead Poisoning Prevention Program ("LPPP") prevent and reduce exposure of New York City (NYC) children to lead based paint and other environmental hazards in the home using strategies that include environmental intervention, outreach and education; and

WHEREAS, HPD operates a Public Outreach and Education Program ("POE"), which educates and trains individuals in various aspects of property management, and wishes to provide education for owners, managing agents, contractors, and maintenance workers (collectively referred to as "owners") and tenants of residential housing in which children reside about lead-based paint hazards, proper methods to treat such hazards and proper training for individuals who perform such work, to avoid occurrence of lead-based paint hazards; and significantly reduce the exposure to other environmental health concerns found within the multi-dwelling; and

WHEREAS, HPD also provides training on other residential home health hazards such as mold and pests, and ways to reduce such hazards; and

WHEREAS, HPD will also provide the training instructors, administration, supervisory support, materials and marketing; and

WHEREAS, both parties understand that funding by DOHMH for such services to be provided by POE will enhance the public's health by reducing young children's exposure to residential lead-based paint hazards and other environmental hazards in the home.

WHEREAS, this MOU is not a legally binding instrument and is only intended to set forth the understandings of the parties without creating any legally enforceable rights or obligations;

NOW, THEREFORE, HPD and DOHMH set forth their mutual understanding as Follows:

1. Term. The initial term of this MOU will be from July 1, 2010 through June 30, 2012. Subject to mutual agreement of DOHMH and HPD, this MOU shall be renewed for a series of two-year periods, to the extent funds are made available for such services or unless sooner terminated pursuant to the terms of this MOU.
2. Services. HPD will offer housing education training programs to educate owners regarding lead-based paint hazards, with the goal of reducing children's exposure to residential lead-based paint hazards and other environmental hazards in the home, in accordance with the terms and conditions of this MOU and as set forth in the Scope of Services in Attachment A which is attached hereto and incorporated by reference.
3. Maximum Reimbursable Amount.
 - a. The total maximum reimbursable amount for the two year term of this MOU shall not exceed \$644,844.00. Of this total, for the first fiscal year of this MOU beginning July 1, 2010 and ending on June 30, 2011, an amount not to exceed \$322,422.00 will be available for use, in accord with the budget contained in Attachment B which is attached hereto and hereby made a part of this MOU. The funding for the second fiscal year of this MOU beginning on July 1, 2011 and ending on June 30, 2012, in an amount not to exceed \$322,422.00 is subject to the availability of funds, satisfactory performance of services by HPD, and receipt of all approvals required by law.
 - b. Of the total maximum reimbursable amount, DOHMH shall notify HPD in writing of the reimbursable amount allocated for each fiscal year, during the term of this MOU and any renewal periods, no less than 60 days prior to the commencement of such fiscal year and HPD shall provide DOHMH a revised line item budget for such fiscal year within 30 days of such notification, based upon discussions with DOHMH about any revisions to the items in the budget. The agreed upon revised budget shall replace the budget for the prior fiscal year and all references in the MOU or the Scope of Services shall be deemed to refer to the new revised budget for the applicable fiscal year
 - c. During a fiscal year, the City of New York may decrease funding to its agencies, including DOHMH. In the event that DOHMH has to reduce funding for services provided by HPD/POE, during a fiscal year, DOHMH will notify HPD immediately in writing of the budget reduction and HPD shall provide DOHMH a revised line item budget

for such fiscal year within 30 days of such notification, based upon discussions with DOHMH about any revisions to the items in the budget. The agreed upon revised budget shall replace the prior budget and all references in the MOU or the Scope of Services shall be deemed to refer to the new revised budget for the applicable fiscal year.

4. Comptroller. Upon execution of the MOU, DOHMH budget staff shall coordinate with HPD budget staff to make the Lead Funds available to HPD in a manner agreed upon by both agencies. HPD and DOHMH will cause their appropriate representative to confer with the Office of the Comptroller and shall prepare and/or execute all documents required by OMB that are necessary to effectuate HPD's utilization of the Lead Funds
5. Reports. HPD will submit to DOHMH within thirty (30) days of the end of the second and fourth quarters a program report. The report shall include the progress made toward implementing the services as defined in the Scope of Services, contained in Attachment A.
6. Invoices. HPD will submit to DOHMH within thirty (30) days of the end of the second and fourth quarters of the Agreement, a HPD invoice, in a form acceptable to DOHMH for actual services performed. Such invoice shall contain a certification signed by the HPD Chief Financial Officer, or his/her designee, stating that the expenditures are true and accurate and were incurred in performance of the Scope of Services set forth in Attachment A. Within thirty (30) days after receipt of the HPD invoice DOHMH shall remit to HPD the amount of one-half of the annual reimbursable amount in accordance with the Budget contained in Attachment B.
7. Modification and Amendment. To further clarify the purposes of or services to be provided by HPD pursuant to this MOU, DOHMH and HPD may, in writing, modify any of its terms and conditions.
8. Cooperation. HPD shall within ten (10) days of receipt of any written request from DOHMH, provide to DOHMH an accounting of the distribution of Lead Funds by HPD, as of the date of any such request.
9. No benefits intended to non-parties. This MOU is not intended to create or convey a right or benefit to any person not a party hereto.
10. Notices. All notices and requests hereunder by either party will be in writing and directed to the address of the parties as follows:

To DOHMH:
New York City Department of Health and Mental Hygiene
Lead Poisoning and Prevention Program

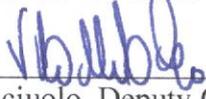
253 Broadway-11th floor-CN58
Attention: Deborah Nagin, Director
Facsimile: (212) 676-6122

To HPD:
New York City Department of Housing Preservation and Development
Public Outreach and Education
100 Gold Street, Room 6-E4
New York, New York 10038
Attention: Pamela Glaser, Director
Facsimile: (212) 863-8535

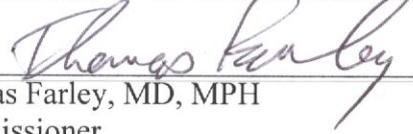
11. Termination. This MOU may be terminated upon thirty (30) days written notice by either party. Such notice will specify the date of such termination. HPD will furnish to DOHMH within thirty (30) days after the effective date of such termination a final invoice stating the costs incurred or encumbered by HPD in connection with the provision of housing education services prior to the effective date of such termination, if any, and DOHMH will transfer to HPD within thirty (30) days of receipt of such invoice such funds as may be necessary to cover such incurred or encumbered costs.

IN WITNESS WHEREOF, the parties hereto have executed this MOU

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By:  Dated: 7/1/11
Vito Mustaciuolo, Deputy Commissioner, HPD

DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By:  Dated: 7/19/11
Thomas Farley, MD, MPH
Commissioner
Department of Health & Mental Hygiene

ATTACHMENTS:

Attachment A: Scope of Services

Attachment B: Budget for first fiscal year 2011.

ATTACHMENT A - SCOPE OF SERVICES
DOHMH – HPD MOU
Lead Hazards & Environmental Health Education and Training
Term: July 1, 2010 - June 30, 2012

Introduction

This Memorandum of Understanding ("MOU") understanding between the New York City Department of Health and Mental Hygiene ("DOHMH") Lead Poisoning Prevention Program ("LPPP") and the New York City Department of Housing Preservation and Development ("HPD") and is intended to increase awareness among landlords, managing agents, contractors and maintenance workers (collectively referred to as "owners") about lead paint and other home environmental hazards and ways to reduce such hazards.

Background

HPD operates a Public Outreach and Education Program ("POE") that includes lead hazard reduction and residential environmental health education and training. In addition to its headquarters at 100 Gold Street, POE also maintains a large training facility in Brooklyn. The training facilities are outfitted with current audio/visual equipment and designed to support both classroom instruction and hands-on practical training demonstrations. POE currently offers approximately 11 training courses.

Primary Prevention Lead Awareness Training(ILT) – These courses provide participants with general information on the health effects of lead, strategies to prevent exposure and legal responsibilities under Local Law 1 of 2004 (the New York City Childhood Lead Poisoning Prevention Act of 2003) as well as other applicable local, state and federal laws.

- 1) Local Law 1 field seminar
- 2) Local Law 1 owner training compliance in-house
- 3) Landlord guide to lead safety e-learning course

Safe Work Practice Training – These courses provide participants with fundamental information on reducing exposure to lead hazards and preventing lead poisoning, with emphasis on safe work practices, and include hands-on training about lead- safe work practices prescribed by Local Law 1, New York City Health Code §173.14, and other applicable local, state and federal laws.

- 4) HUD Lead Safe work practices (also taught in Spanish)
- 5) HUD Lead-based paint training (field class)

Bedbugs Training (e-Learning and Instructor Led) – These courses provide participants with a general understanding of bedbug identification and remediation strategies.

- 6) Bed Bug Management for the Public e-learning course (English and Spanish)
- 7) Healthy Homes Pest Control Bedbugs in-house and field seminar
- 8) Code Enforcement of Bedbugs e-learning course

Environmental Health/Healthy Homes Training – This course provides generalized information on how to keep homes healthy and safe for children and educates contractors, landlords, homeowners, tenants, and do-it-yourselfers on hazard reduction, safe work practices and product safety. This course focuses on common health hazards in the home, such as lead-based paint, possible asthma triggers such as cock roaches, rodents and mold, carbon monoxide, second hand smoke and injury prevention in the home such as window guards.

- 9) Healthy Homes HUD environmental Health Seminar

Property Management Training (PMT) - This multi-session course provides the fundamentals of property management and building maintenance systems and educates landlords, housing professionals and homeowners on building regulations including local, state and federal laws, building systems repairs and maintenance, housing court, basic building finance and environmental health concerns including, lead-based paint, carbon monoxide, possible asthma triggers such as cockroach, rodents, and mold, home safety hazards and safe use of pesticides.

- 10) PMT Local Law 1 in-person
- 11) PMT Integrated Pest Management in-person

Services Covered by this MOU

Through POE, HPD will make available to owners and tenants several trainings regarding lead-based paint hazards as described in the Deliverables section, below.

Deliverables:

Marketing and Community Outreach

HPD will participate in at least one-two owners' or tenants' nights per month at a cost of \$800 per night, and approximately 21 community outreach events annually at \$1,000 per outreach event. Material distributed at events will include primary prevention lead awareness, Local Law 1 compliance and environmental health and audiences will vary and include owners, housing professionals and tenants. Staff and materials at events will also promote e-learning courses that cover lead and healthy homes classes. HPD will encourage those without internet access to visit their local libraries and other centers, including HPD site offices, to access the courses. Costs will include organization of events, location scouting, printing, mailing invitations, translation, equipment rental, administrative support, supervision, staff time.

Training Courses

e-Learning Courses

HPD will utilize the funds to be provided by DOHMH to support new Lead and Healthy Homes e-Learning courses at \$40,000 per course. Costs will include development consultants, research,

scripting, maintenance, avatar service, hosting, admin support, hardware/software, project supervision, and marketing. Ongoing costs, at a rate of \$15,000/course per fiscal year once courses are implemented, include consultants, research, scripting, maintenance, avatar service, hosting, admin support, project supervision, hardware/software and marketing.

Podcasts

HPD will utilize the funds to be provided by DOHMH to develop up to six Lead and Healthy Homes podcasts at not more than \$3,437 per podcast. Costs include research, scripting, equipment, consultant recording sessions, art/banner creation, marketing, and supervision. Cost to maintain existing podcasts will be billed at \$1,000/podcast per fiscal year for equipment, tracking, marketing, and supervision.

Instructor-led Courses

HPD will continue to offer Instructor-led courses that cover primary prevention lead awareness; safe work practices, Local Law 1 compliance and environmental health to contractors, owners, housing professionals and/or tenants. HPD will utilize the funds to be provided by DOHMH to support Instructor -led Lead and Healthy Homes training courses at least 100 scheduled sessions¹ annually at \$1,125 per session. Cost includes instructors, administrative and supervisory support, materials, and marketing. (Note: a class of up to three hours is one session; a full day class is counted as two sessions.)

Monitoring

As part of the monitoring plan, DOHMH/LPPP may visit classes during the term of the MOU. In addition, semi-annual reports will be reviewed on activities related to deliverables.

Maximum Reimbursable Funds: \$644,844 for the term of the MOU

Term of the MOU: July 1, 2010 through June 30, 2012

**ATTACHMENT B
PROPOSED BUDGET FY11
DOHMH -- HPD MOU**

Lead Hazards and Healthy Homes Education and Training
Term: July 1, 2010 - June 30, 2011

Activity 1: Instructor-led Lead and Healthy Homes training courses at least 100 scheduled sessions ¹ at \$1,125 per session. Cost includes instructors, administration and supervisory support, materials, marketing.	165 classes x \$1,125 per class	\$185,625
Activity 2: Development and implementation of 1 E-learning courses on lead and bed bugs at \$40,000 per course. All costs include development consultant, maintenance, avatar service, hosting, admin support, project supervision, and marketing. Maintenance of 3 existing e-learning costs at \$15,000 per cost.	1 course x \$40,000 3 courses x \$15,000	\$85,000
Activity 3: Development of up to six Lead and Healthy Homes podcasts at not more than \$3,437 per podcast. Costs include research, scripting, acoustic battling materials, consultant recording sessions, art/banner creation, marketing, and supervision. Maintenance of one existing podcast at \$1,000.	4 podcast x \$3,437 = \$13,748 1 podcast x \$1,000	\$14,748
Activity 4: Conduct one - two owners' nights and tenants' nights per month at a cost of \$800 per night and approximately 21 outreach event annually to promote healthy homes courses and materials at \$1,000 per outreach event. Costs include organization of events, location scouting, printing, mailing invitations, translation, equipment rental, administrative support, supervision, staff time.	20 owners' or tenants' nights x \$800 = \$16,000 21 outreach events x \$1,000 = \$21,000	\$37,000
Proposed Total Costs for FY 11		\$322,373

¹ class of up to 3 hours is one session, a full day class is two sessions.