

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
AND  
THE CITY UNIVERSITY OF NEW YORK, ACTING ON BEHALF OF  
THE COLLEGE OF STATEN ISLAND, OFFICE OF CONTINUING EDUCATION AND  
PROFESSIONAL DEVELOPMENT**

**Creative Exchange Program**

Memorandum of Agreement (“Agreement”) between the New York City Department of Health and Mental Hygiene (“DOHMH”), having its principal office located at 42-09 28<sup>th</sup> Street, Long Island City, New York 11101 and The City University of New York, having its principal office located at 205 East 42nd Street, New York, New York 10017, and acting on behalf of the College of Staten Island, Office of Continuing Education and Professional Development (“CUNY”), (hereinafter, each referred to individually as, the “Party,” and jointly as, the “Parties”).

**WHEREAS**, DOHMH is a local Government Unit (“LGU”) as defined in Mental Hygiene Law, Section 41.01;

**WHEREAS**, pursuant to Mental Hygiene Law, Section 41.07, DOHMH as the LGU may provide local or unified services and facilities directly or may contract for the provision of those services by other units of local or state government, by voluntary agencies, or by professionally qualified individuals;

**WHEREAS**, CUNY is the host site for the Creative Exchange Program (the “Program”);

**WHEREAS**, the Program provides classroom training/instruction (as described in Annex A which is attached hereto and made a part of this Agreement) to persons with mild or moderate intellectual disabilities and to developmentally disabled consumers, including consumers who are classified by the New York State Office for Persons with Developmental Disabilities as “620 Eligible Clients”;

**WHEREAS**, DOHMH agrees to provide, and CUNY agrees to receive, funding as described in the budget attached hereto as Annex B for the Program;

**NOW, THEREFORE**, in consideration of the mutual promises herein set forth, the Parties agree as follows:

- 1. Term of Agreement.** The term of this Agreement shall be from July 1, 2013 through June 30, 2016 (“Term”), with renewal options subject to DOHMH approval, budget appropriations, and the availability of funds, unless sooner terminated by either Party in accordance with the provisions set forth in Paragraph 9 of this Agreement. The scope of services and budget, set forth in Annex A and Annex B, respectively, may be revised by mutual agreement of the Parties, with DOHMH written approval, and in the manner prescribed by DOHMH.
- 2. Scope of Services.** CUNY shall provide the services set forth in the scope of services attached hereto as Annex A and made a part of this Agreement.

**3. Implementation of Continuous Quality Improvement (CQI) Projects.** CUNY shall participate in CQI projects led by the DOHMH, Division of Mental Hygiene, Bureau of Developmental Disabilities for the Program, unless exemption from CQI participation is noted in the scope of services attached herein as Annex A. CQI participation involves the collection, analysis and reporting of data to improve consumer outcomes.

**4. Maximum Reimbursable Amount.** The maximum reimbursable amount for the term of this Agreement shall not exceed \$135,314 for the 1<sup>st</sup> fiscal year, \$135,314 for the 2<sup>nd</sup> fiscal year, and \$135,314 for the 3<sup>rd</sup> fiscal year, in accordance with the budget summary set forth and summarized in Annex B, which is attached hereto and made a part of this Agreement and which shall be updated annually.

**5. Reimbursement and Schedule of Payment.** The Parties acknowledge that the Research Foundation for the City University of New York ("RF") will act as the fiscal agent to CUNY and will administer the funds received pursuant to this Agreement. DOHMH shall make quarterly, reimbursable payments to RF, based on documented expenses and as set forth in Annex C which is attached hereto and made a part of this Agreement. Total payments shall not exceed the maximum reimbursable amount herein. RF shall submit single, quarterly claims for payment, reflecting documented expenses in accordance with the budget set forth in Annex B. At the request of RF or either Party, RF and the Parties may jointly review expenses and revenues and may make appropriate revisions to the quarterly payment schedule and reconcile payments already made at any time.

**6. Monitoring and Evaluation.**

CUNY shall submit program reports to DOHMH at intervals and in the manner and format prescribed by DOHMH, as set forth in Annex A and made part of this Agreement.

DOHMH shall monitor the Program based upon the reports specified in the Annex A of this Agreement and CQI project submission materials, including data reports, in order to determine:

- (a) whether the Program is providing the list of services required by its operating certificate and in Annex A;
- (b) whether the Program is attaining the targeted units of service that have been agreed upon by the Parties and approved by DOHMH;
- (c) whether the reports [if any] required to be submitted in Annex A of this Agreement have been provided; and
- (d) whether the Program is implementing continuous quality improvement projects as defined by DOHMH.

DOHMH shall conduct periodic program audits and site visits which shall include examination of case records, program data, and other data relating thereto, and inspection of the premises.

**7. Modification and Amendment.**

This Agreement may be modified and/or amended, in writing, as mutually agreed upon by DOHMH and CUNY.

**8. Reduction of Public Funds.** If, after the signing of this Agreement, the public funds anticipated to be available to DOHMH for any/all City fiscal years included in the term of this Agreement are reduced, but not eliminated, DOHMH shall notify CUNY in writing within five (5) days of being notified of such reduction by the funding governmental agency. Upon thirty (30) days of the written notice, (i) the budget for this Agreement shall be reduced by the amount of the reduction of the applicable public funds, unless DOHMH consents to a lesser reduction, and (ii) DOHMH shall submit a proposed revised budget and scope of services to CUNY.

**9. Termination.**

If there is a substantial reduction in funding to support the services required under this Agreement, then either party may terminate this Agreement by written notice prior to the commencement of the upcoming semester. Notwithstanding any reduction in funding, DOHMH shall remain responsible for payment for all services rendered by CUNY and the College of Staten Island up to the date that CUNY receives notification of any such reduction in funding.

**10. Program Termination.** In the event the Program is to be terminated, CUNY will submit a program close-out plan and a proposed close-out budget to DOHMH thirty days prior to closing.

**11. Retention of Records.** CUNY shall retain all books, records and other documents relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. In accordance with applicable law, any Federal, State, or City auditors and any person duly authorized by DOHMH shall have full access to, and the right to examine, any books, records and documents that are necessary to certify the nature and extent of costs associated with the Program.

**12. Confidentiality of Records.** CUNY and DOHMH 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, where applicable, DOHMH and CUNY's confidentiality procedures.

**13. Licensure.** Wherever applicable, each CUNY facility that provides services under this Agreement shall maintain a current New York State Office for People with Developmental Disabilities operating certificate.

**14. Utilization Management.** At the option and request of DOHMH, CUNY shall implement utilization management procedures in accordance with the directive of DOHMH, in order to ensure that Consumers' eligibility for the services of the Program is periodically reviewed and that Consumers no longer needing the same level of service are discharged from the Program and appropriately referred for further care as clinically indicated.

**15. Conflict of Interest.** CUNY represents and warrants that neither CUNY, nor (if CUNY is a corporation) any of CUNY's directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. CUNY further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or DOHMH, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

**16. Subcontracting.**

CUNY agrees not to enter into any subcontract(s) for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the DOHMH. Two copies of any proposed subcontract(s) shall be submitted to DOHMH with CUNY's written request for approval. All such subcontract(s) shall contain provisions specifying: i) that the work performed by the subcontractor must be in accordance with the terms of this Agreement between DOHMH and CUNY; ii) that nothing contained in such agreement shall impair the rights of DOHMH; iii) that nothing contained in such agreement, or under this Agreement between DOHMH and CUNY, shall create any contractual relation between the subcontractor(s) and DOHMH; and iv) that the subcontractor(s) specifically agree(s) to be bound by the confidentiality provision set forth in the Agreement between the DOHMH and CUNY.

CUNY understands that, to the extent permitted by law, it is fully responsible to DOHMH for the acts and omissions of the subcontractor(s) and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it. In addition, CUNY understands it shall not in any way be relieved of any responsibility under this Agreement by reason of any subcontract(s).

**17. Notices.**

All notices and requests under this Agreement by either Party shall be in writing and directed to the address of the Parties as follows:

Notices to CUNY shall be mailed to:

The City University of New York  
Office of the General Counsel  
205 East 42<sup>nd</sup> Street  
New York, NY 10017  
Attn: CSI/DOHMH MOU  
[ogc@mail.cuny.edu](mailto:ogc@mail.cuny.edu)  
646-664-9200

With copies to:

College of Staten Island  
2800 Victory Boulevard  
Staten Island, NY 1031  
Attn: Hugo Kijne, PhD.  
Executive Director of Continuing Education and Professional Development  
[Hugo.kijne@csi.cuny.edu](mailto:Hugo.kijne@csi.cuny.edu)  
718-982-2191

And

Research Foundation of CUNY  
Grants and Contracts  
230 West 41<sup>st</sup> Street  
New York, NY 10036  
Attn: Kyung Hur  
Assistant Director for NYC and NYS Programs  
[Kyung.hur@rfcuny.org](mailto:Kyung.hur@rfcuny.org)  
212-417-8425

Notices to DOHMH shall be mailed to:

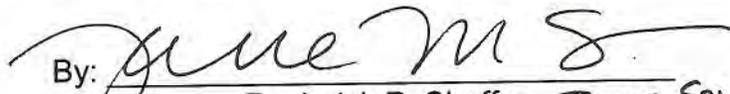
New York City Department of Health and Mental Hygiene  
42-09 28<sup>th</sup> Street  
Long Island City, NY 11101  
Attn: Gerald Cohen, M.D.  
Director of Clinical Affairs for the Division of Mental Hygiene  
[gcohen2@health.nyc.gov](mailto:gcohen2@health.nyc.gov)  
347-396-7270

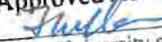
IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date set below their respective signatures.

NEW YORK CITY DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE

By:   
Patsy Yang, DrPH  
Title: Executive Deputy Commissioner &  
Chief Operating Officer  
Date: 8/14/13

CITY UNIVERSITY OF NEW YORK on behalf  
of College of Staten Island

By:   
<sup>Acting</sup> Frederick P. Shaffer ~~Jane Sovern~~  
Title: <sup>^</sup> General Counsel and Senior Vice  
Chancellor for Legal Affairs  
Date: Aug 7, 2013

Approved As To Form  
  
The City University of New York  
Office of the General Counsel  
Date: 8.5.13

# **Annex A**

## **Program Scope**

### **Creative Exchange**

#### **Continuing Education for Developmentally Disabled Adults**

The College of Staten Island, Office of Continuing Education and Professional Development is the host site for the Creative Exchange Program (the “Program”) with funding administered through the Research Foundation of CUNY.

The Creative Exchange is a program that has been in existence since 1975, and is in its 26<sup>th</sup> year of continued service. It has successfully served a population of Developmentally Disabled Consumers (“Consumers”), many of whom were classified by the New York State Office of Mental Retardation and Developmental Disabilities (NYSOMRDD, now known as the New York State Office for People With Developmental Disabilities (NYSOPWDD)) as 620 eligible clients, and enrolled in ongoing educational offerings. Over 25 classes are offered each year to address the individual interests and needs presented by the Consumers.

The class titles offered to Consumers will include, but are not limited to the following:

Calculator Math	Native Americans
World History and Geography	“Am I Ready for Work”
Practical Reading	Basic Math Skills
Arithmetic/Problem Solving	Stress Management
Money Management	Sports Topics & Current Events
Health & Nutrition	Fairy Tales
Current Events	Famous Movies & Musicals
Arts & Crafts	Dinosaurs
General Science	Everyday Writing
The Universe/Astronomy	Book Club

As a part of their participation in the Program, Consumers are encouraged to act appropriately when interacting with their fellow students and others encountered in the community.

The Program is housed at two locations:

1. The first site is at the College of Staten Island, where classes are held on Tuesdays and Thursdays evenings from 6 PM to 9 PM during the Fall and Spring Semesters.
2. The second site is housed off campus at St. Paul’s Church on Wednesdays and Fridays from 6 PM to 9 PM during the Fall and Spring Semesters.

Each night of program offers eight different classroom offerings with the flexibility to change to different subjects depending upon the individual interests of each student. Instructors have the opportunity to introduce new topics for classes in the Program.

The Program's purpose is to provide unique opportunities for personal growth for the Consumers. The Program encourages self expression through a sharing of ideas and opinions, regardless of ability. The goals of the Program include:

1. enrich the quality of one's life;
2. encourage freedom of expression;
3. assert human rights, and respect for each student;
4. teach academic survival skills;
5. teach skills and provide assistance as is appropriate;
6. promote self advocacy;
7. teach and encourage opportunities for problem solving;
8. encourage student self esteem.

**Contract Budget Summary**

<b>Agency Name:</b>	Research Foundation on behalf of the College of Staten Island
<b>Contract Number:</b>	4405
<b>Contract Term:</b>	7/1/14 - 6/30/16
<b>Mailing Address:</b>	2800 Victory Boulevard, 2A-201, Staten Island, NY 10314
<b>Provider Phone Number:</b>	718-982-2396
<b>24-Hour Contact Number:</b>	718-982-2182
<b>Executive Director:</b>	Hugo Kijne

Program Unit	Program Code	Contract Funding			Total
		FY 14	FY 15	FY 16	
Creative Exchange	0360-Classroom Education	135,314	135,314	135,314	405,943
0	0000	-	-	-	-
0	0000	-	-	-	-
0	0000	-	-	-	-
<b>Total Contract Amount:</b>		135,314	135,314	135,314	405,943

Program Unit Budget



Agency Name: Research Foundation on behalf of the College of Staten Island  
 Contract Number: 4405  
 Program Unit Site: Creative Exchange  
 Program Unit Site Code: 340  
 Program Code: 0360-Classroom Education

Item Description	State Position Number	FY 14		FY15		FY16		Total Contract Funding
		FTE	Amount	FTE	Amount	FTE	Amount	
<b>Personal Services</b>								
DD Specialists (Professional)	207	1.24	71,760	1.24	71,760	1.24	71,760	215,280
DD Specialists (Non-Professional)	207	0.27	7,637	0.27	7,637	0.27	7,637	22,810
Program Director	501	0.25	12,376	0.25	12,376	0.25	12,376	37,128
Administrative Assistant	502	0.38	10,755	0.38	10,755	0.38	10,755	32,266
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
Staff Type		0.00	-	0.00	-	0.00	-	-
<b>Total Personal Services</b>		<b>2.14</b>	<b>102,528</b>	<b>2.14</b>	<b>102,528</b>	<b>2.14</b>	<b>102,528</b>	<b>307,584</b>
<b>Fringe Benefits (indicate %)</b>	<b>17%</b>		<b>16,681</b>		<b>16,681</b>		<b>16,681</b>	<b>50,044</b>
<b>Other Than Personal Services</b>								
Supplies & Materials			1,004		1,004		1,004	3,012
Travel			-		-		-	-
Occupancy			2,200		2,200		2,200	6,600
Consultants			-		-		-	-
Sub-Contractors			-		-		-	-
SIDDC Membership			100		100		100	300
Refreshments			500		500		500	1,500
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
<b>Total OTPS</b>			<b>3,804</b>		<b>3,804</b>		<b>3,804</b>	<b>11,412</b>
<b>Equipment Purchases over \$2,500</b>								
Description			-		-		-	-
Description			-		-		-	-
Description			-		-		-	-
<b>Total OTPS</b>			-		-		-	-
<b>Agency Administration</b>	<b>10%</b>		<b>12,301</b>		<b>12,301</b>		<b>12,301</b>	<b>36,904</b>
<b>Gross Expenses</b>		<b>2.14</b>	<b>135,314</b>	<b>2.14</b>	<b>135,314</b>	<b>2.14</b>	<b>135,314</b>	<b>405,943</b>
<b>Unfunded/Accrual</b>								
<b>Revenue</b>								
COPS			-		-		-	-
DSH			-		-		-	-
Medicaid			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
Other			-		-		-	-
<b>Total Revenue</b>			-		-		-	-
<b>CSP</b>								
<b>Agency Contribution</b>								
<b>Total Net Deficit Funding</b>		<b>2.14</b>	<b>135,314</b>	<b>2.14</b>	<b>135,314</b>	<b>2.14</b>	<b>135,314</b>	<b>405,943</b>