

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

PIN#: 12SH004501R0X00

INTRA-CITY AGREEMENT (“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 42-09 28th Street, Long Island City, New York, 11101 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 DOHMH oversees public health programs and has the expertise to develop and implement programs to achieve public health objectives; and

WHEREAS, the DOE is committed to the academic success of all New York City public school students and recognizes that academic difficulties in some students may be attributed to vision problems;

WHEREAS, the DOE desires to utilize its expertise to improve the vision health status of children enrolled in New York City primary public schools whose vision problems have not already been treated and who are underachieving academically; and

WHEREAS, the DOHMH desires to assist the DOE by providing age appropriate vision screening to children enrolled in the Universal Prekindergarten Vision Screening Program located in New York City public schools and community based organizations, subject to funding; and

WHEREAS, the DOE wishes to facilitate the provision of such services by DOHMH; and

WHEREAS, the Office of School Health (OSH) a joint program of DOE and DOHMH will perform the administrative services to be provided under this Agreement, the funding for the School Health Optometry Program and the Universal Prekindergarten Vision Screening Program will be shared between DOE and DOHMH;

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 Agreement shall be from July 1, 2011 through June 30, 2014 (“Term”), unless sooner terminated in accordance with the provisions set forth in section 14 of this Agreement. The parties to this Agreement may renew this Agreement in writing for a period or periods of up to an additional three (3) years, subject to mutual agreement of the parties to renew and the availability of funds.

5. Comptroller

Upon the execution of this 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 periodic payments in accordance with this Intra-City Agreement.

6. Submission of Invoice

DOHMH will endeavor to submit its invoices within 30 days after the close of each quarter of the City's fiscal year, and will submit its final quarterly voucher by no later than August 15, 2014.

7. Reconciliation Process

The DOHMH shall provide DOE with an expenditure report of all applicable expenses for each activity set forth in the Scope, contained in **Annex A**.

8. Disallowances

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

9. Evaluation Criteria

As an ongoing evaluation process, the parties will review the services implementation hereunder and will mutually agree upon program improvements to be made based on program experience.

10. Evaluation Procedure - Cooperation

DOHMH and DOE shall cooperate fully in the implementation and evaluation of the services provided hereunder.

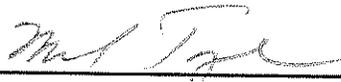
11. Confidentiality

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.

12. Modification

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

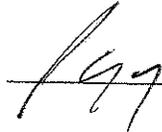
**NEW YORK CITY DEPARTMENT OF
EDUCATION**

By: 
(Signature)

Name: Michael Tragale
Title: Chief Financial Officer
Department of Education

Date: _____

**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE**

By: 
(Signature)

Name: Patsy Yang, Dr PH
Title: Executive Deputy Commissioner /
Chief Operating Officer
Department of Health and Mental Hygiene

Date: _____

ANNEX A

Scope

Optometry Program/Universal Pre-K Vision Screening Program

PIN#: 12SH004501R0X00

Contract Term: July 1, 2011 – June 30, 2014

1. DOE shall subcontract with the DOHMH to conduct an Optometry Program in the public schools, in which first, second and third grade children will receive optometric evaluations and glasses as needed in schools with the greatest concentrations of children whose prior DOHMH vision screening scores put them in the high-priority range.
2. Amblyopia is a correctable eye problem that, without treatment, can lead to blindness in one eye. Treatment is most effective when children are three or four years of age. DOE shall subcontract with DOHMH to provide amblyopia screening and screening for other vision problems to children enrolled in the DOE Universal Prekindergarten Program located in public schools and community based organizations (CBOs). The program will enable the DOH and DOE to provide age-appropriate vision screening of children who are too young to cooperate fully with traditional screening methods. Children in areas of high need will be targeted.

Scope of Services, Universal Pre-K Vision Screening:

DOHMH will provide staff members who will work part- or full-time on this project between July 1, 2011 and June 30, 2014.

OSH will provide staff hours to operate the program. Program operations and administration will include, but not necessarily be limited to the following:

1. performing vision screening using auto refraction on pre-kindergarten children within all five boroughs;
2. scheduling screening dates with schools;
3. indicating screening results (pass/fail) to school and parent and entering them into the automated student health record (ASHR);
4. entering results into ASHR within four weeks of screening date, and providing reports to each school principal and pre-kindergarten teacher;
5. providing parent letters informing parents of vision screening results that DOE will be responsible for distributing in applicable child's backpack on the day of the screening for each such child; letter will be made available in nine languages.

- 6 attempting to contact by phone or mail parents/guardians of children whose screening result indicates child may have amblyopia or anisometropia; DOHMH follow up staff will encourage parent to take their child to an eye care professional for a complete exam;

Under this Agreement, program activities will also include the following:

- a. overseeing accuracy of screenings;
- b. training and supervision of screeners and screening supervisors;
- c. maintaining program records;
- d. overseeing data entry; and
- e. overseeing student, parent and school follow up activities.

Scope of Services, Optometry Program Responsibilities

The OSH will provide programmatic administration, including but not necessarily limited to the following:

- a. arrange for practicing optometrists, duly certified and licensed in the State of New York, to conduct eye examinations of the vision of New York City public school first, second and third grade students who have not previously had their vision needs treated and who are underachieving academically
- b. coordinate lists of students proposed for examination with the school principal or the principal's authorized designee and schedule the vision examinations;
- c. arrange for optometrist visits to participating primary schools, and provide a school liaison from OSH to accompany such optometrists; ; to ensure efficiency in scheduling and appropriate examination accommodations; to assist children in choosing eyeglass frames that fit; and to provide and disseminate examination results to parents and the appropriate school staff;
- d. coordinate orders with one or more optical company (ies) to arrange for the fabrication of eyeglasses for child participants in need of eyeglasses, and mail the eyeglasses after fabrication to staff persons who have been identified by the school principals as responsible in for delivery of the fabricated eyeglasses to each of the specific children for whom the eyeglasses were ordered;
- e. review and approve the resumes of all optometrists who are interested in conducting the vision examinations;

- f. review optometrist time sheets and optical company bills to determine whether the amounts billed are accurate and were incurred in providing the services for the Optometry Program supported by this Intra-City Agreement;

DOHMH Staffing for Projects

DOHMH has identified staff members who will work part-time or full-time on the Optometry Program and the Universal Pre-K Vision Screening Program funded under this Intra-City Agreement. The DOHMH staff members, whose salaries are to be funded in part under this Agreement, will perform the administrative services described above. The services to be provided under this Intra-City Agreement will be provided through the OSH, and the funding for the Optometry Program and the Universal Pre-K Vision Screening Project will be shared between DOE and DOHMH, as provided hereunder. Accordingly, the OSH has determined what percentage of the portion of its staff on DOHMH payroll, will be apportioned to the project, and of that apportionment, it is agreed that DOE will fund approximately one-half in accordance with the Not to Exceed Budget Amount set forth in the Budget contained in **Annex B**.

Annex B

Budget

Optometric Program/Universal PreK Vision Screening Program

Contract Term: July 1, 2011 - June 30, 2014

PIN: 12SH004501R0X00

Universal Prekindergarten Vision Screening

Universal Pre-K Staff will schedule and perform auto-refraction and record passage or failure. Parents will be informed if their child fails the screening. Letters are available in nine languages. Principals, site director and nurses will be informed of all results (pass/fail/could not be tested/absent). When the results indicate the child may be at risk of amblyopia or a severe vision problem, follow up staff will encourage parent to get a complete eye exam. Screening results will be entered into ASHR (automated student health record), and the findings and recommendations of the eye doctor will also be entered when provided. Program direction will include overseeing the accuracy of screening, training and supervision of screeners and their supervisors, maintaining program records, overseeing data entry and follow-up.

Not to exceed \$560,000 per year.

Optometry Program

To prepare for the doctor's session, staff will analyze student screening histories; consult with principals and other school staff to review and revise lists of students invited to the session; negotiate convenient dates with schools and optometrists; and distribute passive consent forms by mailing them home and by giving them to the school to hand deliver. At the doctor's session, staff will review the doctor's paperwork to insure that it is complete and legible; assist children in selecting frames, and prepare summaries of the exam results for parents, principals, teachers, and nurses. The staff will fax the prescriptions to the optical vendor and follow up with the vendor to make sure all faxes were received. When a child is at risk for amblyopia or may have some other severe vision problem, staff will follow up to encourage the parent to have his/her child get a complete eye exam (with dilation). Exam results will be entered into ASHR (automated student health record). The Program Director will, among other things, recruit new doctors, oversee the completion of paperwork, train and supervise field staff, maintain program records, communicate with the optical vendors, and oversee data entry and follow-up.

Not to exceed \$130,000.00 per year.

Operational Support

Operational support includes wireless and landline communication equipment and fees; ICT hardware, software, equipment purchase, rental and maintenance; office supplies, furniture, equipment purchase, rental and maintenance, and rental space, travel to screening and training sites, purchase and maintenance of auto-refractors and auto-refractor supplies, maintenance, and staff recruitment.

Not to exceed \$60,000 per year.

Total Amount Not to exceed per year is \$750,000

TOTAL AMOUNT NOT TO EXCEED FOR THE TERM OF THIS AGREEMENT: (Annual \$750,000 X 3yrs) \$2,250,000.