

**RENEWAL OF COOPERATIVE AGREEMENT BETWEEN
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION
AND
THE NEW YORK CITY DEPARTMENT FOR THE AGING**

THIS RENEWAL AGREEMENT ("Renewal Agreement") dated July 31st, 2014, is between the New York City Human Resources Administration ("HRA"), with offices located at 180 Water Street, New York, New York 10038 and the New York City Department for the Aging ("DFTA"), with offices located at 2 Lafayette Street, New York, NY 10007 (hereinafter "the Parties").

WITNESSETH:

WHEREAS, on February 13, 2013, HRA and DFTA entered into a Cooperative Agreement ("the Agreement") setting forth their respective roles and responsibilities in administering the New York State Expanded In-Home Services for the Elderly Program (EISEP) and the Medicaid Homecare Services program in New York City, in light of the Managed Long-Term Care agencies (MLTC), Long Term Home Health Care Agencies (LTHHC) and their role in processing Medicaid and Medicaid-sponsored homecare applications (see Exhibit 1); and

WHEREAS, the term of the Agreement was from July 1, 2012 through February 25, 2014, with three one-year renewal periods (see Exhibit 2); and

WHEREAS, the Parties now wish to renew the Agreement for one year under the same terms and conditions contained in the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the Parties have agreed and do agree as follows:

1. RENEWAL TERM OF PERFORMANCE

This Renewal Agreement shall be for a term from February 26, 2014, until February 25, 2015. The Renewal Agreement shall be under the same terms and conditions as the Agreement. No additional funding is required pursuant to this Renewal Agreement.

2. RENEWAL RESPONSIBILITIES

As a result of the New York State Department of Health's Medicaid Redesign Initiatives, LTHHC no longer accepts initial homecare applications. Therefore, any and all references made in the Renewal Agreement to the LTHHC program shall be disregarded.

3. RENEWAL TERMS OF PAYMENT

Payment shall be made on the basis of approved invoices submitted on a quarterly basis. Invoices for payment shall be accompanied by supporting documentation satisfactory to HRA and submitted to the following address, unless otherwise indicated by HRA:

NYC Human Resources Administration
Medical Insurance and Community Services Administration
785 Atlantic Avenue, 7th Floor
Brooklyn, NY 11238
Attn: Robert Stockwell, Director of Budget, Fiscal and Contracts

With a copy to:

NYC Human Resources Administration
Finance Office- Bureau of Accounts Payable
180 Water Street- Room 807
New York, NY 10038
Attn: Madlyn Korman, Director

4. RENEWAL TERMS OF NOTICE

All notices required by this Agreement shall be delivered by hand or trackable overnight delivery service:

TO DFTA (for Program)

Eileen Mullarkey
Assistant Commissioner of Long-Term Care
NYC Department for the Aging
2 Lafayette Street- 2nd Floor
New York, NY 10007

TO DFTA (for Budget)

Joy Wang
Assistant Commissioner for Budget and Fiscal Operations
NYC Department for the Aging
2 Lafayette Street- 2nd Floor
New York, NY 10007

TO NYC HRA (for Program)

NYC Human Resources Administration
Medical Insurance and Community Services Administration
Home Care Services Program
785 Atlantic Avenue, 7th Floor

Brooklyn, NY 11238
Attn: Arnold Ng

TO NYC HRA (for Fiscal)

NYC Human Resources Administration
Medical Insurance and Community Services Administration
785 Atlantic Avenue, 3rd Floor
Brooklyn, NY 11238
Attn: Robert Stockwell

5. ENTIRE AGREEMENT

This Renewal Agreement contains all the renewal terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties hereto, or to vary any of the terms contained herein.

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CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION

By *[Signature]*
Title *Asst*

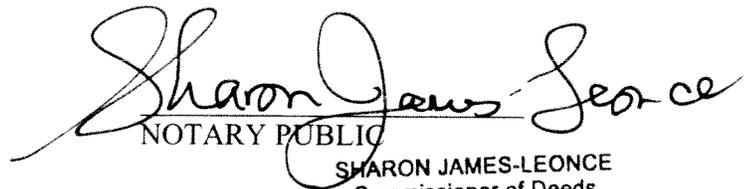
CITY OF NEW YORK
DEPARTMENT FOR THE AGING

By *Eileen Mullahey*
Title *Assistant Commissioner
Long Term Care*

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On this 31st day of July, 20 14, before me personally came Vincent Gullio, to me known and known to me to be the Acco of the NYC HUMAN RESOURCES ADMINISTRATION, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein mentioned.


NOTARY PUBLIC

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2016

STATE OF)
:SS:
COUNTY OF)

On this 18 day of July, 20 14, before me personally came Eileen Mullarkey, to me known, who, being by me duly sworn, did depose and say that she/he is the Assistant Commissioner of the NYC DEPARTMENT FOR THE AGING, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged that she/he executed the same for the purposes therein mentioned.


NOTARY PUBLIC

MONICA PARIKH
Notary Public, State of New York
No. 02PA6208417
Qualified in Kings County
Commission Expires June 29, 2019

Exhibit 1

THIS COOPERATIVE AGREEMENT ("Agreement") is between the New York City Human Resources Administration ("HRA"), with offices located at 180 Water Street, New York, NY 10038, and the New York City Department for the Aging ("DFTA"), having offices at 2 Lafayette Street, New York, New York 10007.

WITNESSETH:

WHEREAS, DFTA is responsible for administering New York State's Expanded In-Home Services for the Elderly Program (EISEP) in New York City, which provides housekeeping and personal care services to elderly New Yorkers who are not eligible for Medicaid; and

WHEREAS, HRA administers the Medicaid Homecare Services program in New York City, providing housekeeping and personal care services to elderly New Yorkers who are eligible for Medicaid and who meet the requirements for the fee-for-service personal care; and

WHEREAS, HRA and DFTA are undertaking initiatives to strengthen the local community-based chronic care system to provide continuum of care for the agencies' mutual clients, while preventing duplication of services; and

WHEREAS, in furtherance of such formal partnership, DFTA and HRA wish to set forth their respective roles and responsibilities, especially in light of the Managed Long-Term Care agencies (MLTC), Long Term Home Health Care Agencies (LTHHC) and their role in processing Medicaid and Medicaid-sponsored homecare applications; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1: TERM

- 1.1 This AGREEMENT is for the period one year from the execution date of this Cooperative Agreement. This AGREEMENT shall be renewable for three one-year periods, upon the same terms and conditions as set forth herein

ARTICLE 2: RESPONSIBILITIES

- 2.1 DFTA funds Case Management Agencies ("CMAs") that refer seniors to entitlements and benefits resources, including home-delivered meals and in-home care providers. When a CMA has an EISEP client who requests Medicaid and/or Medicaid-sponsored homecare, the CMA will make all reasonable efforts to work with the client to develop a relationship with and submit an application to the appropriate MLTC, LTHHC or CASA depending on client circumstances.
- 2.2 DFTA will instruct the CMAs to put all relevant contact information on the application, including the name and phone number for the CMA and the case worker, and the client's status as an EISEP client. Where practicable, the CMA will develop a relationship with the MLTC, LTHHC or CASA to assist in processing the EISEP client's application and to obtain updates regarding the application status.
- 2.3 When possible and practicable, HRA will invite DFTA staff and EISEP providers to participate in trainings on personal care procedures and regulatory updates.

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- 2.4 When possible and practicable, DFTA will invite HRA Community Alternative Systems Agency (“CASA”) staff to agency trainings on EISEP practices.
- 2.5 When HRA receives notice (from DFTA) that an EISEP client has been awarded Medicaid or Medicaid-sponsored homecare by an MLTC, LTHHC provider, or CASA, HRA will reimburse DFTA for the temporary homecare services provided to clients awaiting such determination. Reimbursements will be subject to the approval of the New York State Department of Health. Such reimbursement will be made only under the following conditions:
 - 2.5.1 Where the client has been receiving homecare services through DFTA homecare providers, and would have been Medicaid eligible during that period, reimbursement will be limited to a period not to exceed 90 days prior to submission of a Medicaid and Medicaid-sponsored homecare application for the client, and ending with the start-up of Medicaid homecare services. DFTA must submit the plan of care from the assessing plan (MLTC, LTHHC) indicating the approved hours of weekly service and the level of such service. DFTA must also provide written documentation of the bills from the provider, substantiating the costs and provision of services and payment by DFTA. Reimbursement will be based on a review of all Medicaid eligible services claimed.
 - 2.5.2 DFTA will seek reimbursement only for temporary homecare clients who need Medicaid-reimbursable services ranging from chore services to varying levels of personal care. These clients should be able to be managed safely in their home with that level of care until Medicaid eligibility and homecare authorization are determined.
 - 2.5.3 This agreement does not limit Medicaid clients’ rights to retroactive reimbursement for medical costs incurred during the 90 day period prior to the date of their Medicaid application.
 - 2.5.4 DFTA will make best efforts to ensure that clients’ Medicaid applications request coverage for at least 90 days prior to the application date, in order to enable DFTA to claim reimbursement for homecare services it provided during the previous 90 day period. Reimbursement is conditioned upon (a) client’s Medicaid eligibility for that period, (b) client’s authorization of Medicaid homecare services, and (c) DFTA’s written documentation as stated in Section 2.5.1.
 - 2.5.5 DFTA case management will request that all clients applying for EISEP home care complete and sign a client waiver, including the New York State approved Health Insurance Portability and Accountability Act (“HIPAA”) compliant Office of Court Administration (“OCA”) 960 form, allowing disclosure of client-protected health information between DFTA, the CMA, HRA’s Medicaid Homecare Services Program, and the applicable MLTC and LTHHC. The authorization also allows DFTA and Medical Insurance and Community Services Administration (“MICA”) to share otherwise confidential client demographic information including client names, birth dates, social security and Client Identification Number (“CIN”) numbers, thus preventing the agencies from providing duplicative Medicaid-reimbursable services to the client.

ARTICLE 3: TERMS OF PAYMENT

- 3.1 For the term of this AGREEMENT, HRA agrees to pay and DFTA agrees to accept as full payment for all services performed an amount not to exceed three hundred thousand dollars (\$300,000) in accordance with the provisions set forth in Article 2 herein.
- 3.2 Intra-City invoices shall be signed by DFTA's Fiscal Director and shall include the following language: "I hereby certify that this invoice is for the articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that it is necessary for the proper transaction of the business of HRA, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice."
- 3.3 Payment shall be made on the basis of approved invoices submitted on a quarterly basis. Invoices for payment shall be accompanied by supporting documentation satisfactory to HRA and submitted to the following address, unless otherwise indicated by HRA:

NYC Human Resources Administration
Medical Insurance and Community Services Administration
330 West 34th Street, 5th Floor
New York, NY 10001
Attn: Robert Stockwell, Director of Budget, Fiscal and Contracts

With a copy to:

NYC Human Resources Administration
Finance Office – Bureau of Accounts Payable
180 Water Street – Room 807
New York, New York 10038
Attn: Madlyn Korman, Director

ARTICLE 4: NOTICE

- 4.1 All notices required by this Agreement shall be delivered by hand or trackable overnight delivery service:

TO DFTA (for Program)

Eileen Mullarkey
Assistant Commissioner of Long-Term Care
NYC Department for the Aging
2 Lafayette Street--2nd Floor

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New York, NY 10007

TO DFTA (for Budget)

Joy Wang
Assistant Commissioner for Budget and Fiscal Operations
NYC Department for the Aging
2 Lafayette Street—2nd Floor
New York, NY 10007

TO NYC HRA (for Program)

NYC Human Resources Administration
Medical Insurance and Community Services Administration
Home Care Services Program
109 East 16th Street, New York, NY 10003
Attn: Annette Holm

TO NYC HRA (for Fiscal)

NYC Human Resources Administration
Medical Insurance and Community Services Administration
330 West 34th Street, 5th Floor
New York, NY
Attn: Robert Stockwell

ARTICLE 5: RETENION OF RECORDS

- 5.1 HRA and DFTA agree 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 and/or DFTA shall have full access to and the right to examine any of said materials during this period. If any litigation, claim, financial management review, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

ARTICLE 6: PUBLICITY

- 6.1 HRA and DFTA agree not to make any public statements, concerning the policies and procedures of the other agency as related to the work performed pursuant to this AGREEMENT without the prior written consent of the other party. This provision applies during the term of this AGREEMENT and continues after the completion or termination thereof.
- 6.2 HRA nor DFTA shall not publish any materials nor any work dealing with any aspect of performance under this AGREEMENT, nor of the results and accomplishments thereof,

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without the prior written approval of the other party, which shall not be unreasonably withheld.

- 6.3 This Article 7 shall remain in full force and effect following the termination of this AGREEMENT.

ARTICLE 7: COMPLIANCE WITH THE LAW

- 7.1 The services rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State and Local laws, rules and regulations as are in effect at their 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 84 and 85.

ARTICLE 8: CONFIDENTIALITY

- 8.1 All client information obtained, learned, developed, or filed by DFTA or HRA concerning recipients of services, including data contained in official HRA files or records, shall be held confidential by DFTA pursuant to the provision of the Social Services Act, 42 U.S.C.A. 1306 (1988), and any applicable regulations promulgated thereunder, and shall not be disclosed by DFTA to any person, organization, agency, or other entity except as authorized or required by law.
- 8.2 All of the reports, information or data ("Confidential Materials") furnished, prepared, assembled, or used by DFTA or HRA under this Agreement are to be held confidential and each party agrees that the Confidential Materials shall not be made available to any third party without the prior written approval of the other party, except as directed by a court of law in a proceeding in which disclosing party has been directed by the court to make the disclosure.
- 8.3 Except as authorized or required by law, DFTA agrees not to disclose any Confidential Information which may be obtained in the course of this Agreement, to any person, organization, agency or other entity, other than as specified herein. The parties further agree to abide by the provisions of any and all applicable federal, state, and local laws, and their implementing regulations, including but not limited to, the New York Social Services Law, the New York Mental Health Law, the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, the Social Security Act, and all other confidentiality laws, regulations and requirements that may now be, or in the future may become, applicable.
- 8.4 This Article 9 shall remain in full force and effect following the termination of this Agreement.

ARTICLE 9: SUPERVISION

- 9.1 In compliance with Administrative Directive 80 ADM-86 of the New York State Department of Social Services, the employees used to perform 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/her designee. The Commissioner or his/her designee may require the removal of any employee performing

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work under this Agreement for cause. Furthermore, the Commissioner or his/her designee may request the retention, reinstatement, or reassignment of any employee who performed any work under this Cooperative Agreement and who may have been reassigned.

ARTICLE 10: TERMINATION

- 10.1 Either HRA or DFTA shall have the right to terminate this Agreement in whole or in part:
- (i) without cause, by giving the other party three (3) months' prior written notice, or
 - (ii) for good cause by giving the other party thirty (30) days' prior written notice with an opportunity to cure any noted default within the said thirty (30) days.
- 10.2 HRA shall have the right to terminate this Agreement in whole or in part by giving thirty (30) days' written notice for the following reasons:
- (i) if Federal or State reimbursement is terminated or not allowed;
 - (ii) if City funds are terminated; or
 - (iii) if there is a change in Agency priorities.

In the event that HRA does terminate this Agreement, DFTA shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by DFTA on this account of this Agreement prior to receipt of the notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement.

ARTICLE 11: ASSIGNMENT

- 11.1 Except as referenced herein, DFTA shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any right, title, interest, obligation, duties herein, or DFTA's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Agreement, unless the prior written approval of the Commissioner of HRA or his/her designee shall first be obtained (which approval shall be attached to the original Agreement), and subject to such conditions and provisions as HRA may deem necessary. No such approval by HRA shall be deemed in the event or in any manner to provide for incurring any obligation of HRA in excess of the amount specified herein. Any such assignment, transfer, conveyance, sublease or other disposition without such approval shall be void.

ARTICLE 12: MODIFICATION

- 12.1 This Agreement constitutes the entire understanding between the parties, and any modification, amendment or supplement thereto shall not be valid unless in writing and signed by duly authorized officers of both parties.

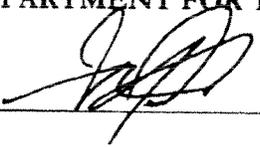
ARTICLE 13: ENTIRE AGREEMENT

- 13.1 This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement—oral or otherwise—regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of its terms.

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

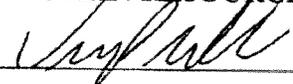
THE DEPARTMENT FOR THE AGING

BY: 

TITLE: General Counsel

DATE: 2/25/ 201~~2~~³

NYC HUMAN RESOURCES ADMINISTRATION

BY: 

TITLE: Acc 6

DATE: 2/13/13 201~~2~~³

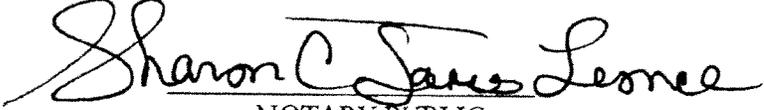
IHRA DFTA COOP AGREE EISEP 2012

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 13 day of February, 20 13, before me personally came
Vincent Pullo, 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

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13026
Commission Expires April 1, 20 14

IHRA DFTA COOP AGREE EISEP 2012

STATE OF NEW YORK)

:ss

COUNTY OF NEW YORK)

On this 25 day of February, 20 13, before me personally came

Steven Foo, to me known and known to me to be

General Counsel of the DEPARTMENT FOR THE

AGING 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.

MONICA PARIKH
Notary Public, State of New York
No. 02PA6208417
Qualified in Kings County
Commission Expires June 29, 2013

Monica Parikh
NOTARY PUBLIC

Exhibit 2

**AMENDMENT TO A MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK CITY DEPARTMENT FOR THE AGING
AND
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION**

FIRST AMENDMENT, effective May 3, 2013 to a Memorandum of Understanding dated February 25, 2013 (the "MOU") (attached hereto) between the New York City Department for the Aging (DFTA), having offices at 2 Lafayette Street, New York, NY 10007 and the New York City Human Resources Administration (HRA) located at 180 Water Street, New York, New York 10038.

WHEREAS, DFTA and HRA entered into the MOU to set forth their respective roles and responsibilities in administering the New York State Expanded In-Home Services for the Elderly Program (EISEP) and the Medicaid Homecare Services program in New York City, respectively, especially in light of the Managed Long-Term Care agencies (MLTC), Long Term Home Health Care Agencies (LTHHC) and their role in processing Medicaid and Medicaid-sponsored homecare applications;

WHEREAS, the term of the Original Agreement ran from February 25, 2013 through February 25, 2014; and

WHEREAS, by this **FIRST AMENDMENT**, the parties acknowledge that the MOU dated February 25, 2013 did not provide for the correct Term of the MOU;

NOW THEREFORE, DFTA and HRA agree to amend the MOU as follows:

Article 1. TERM shall be amended to state the following:

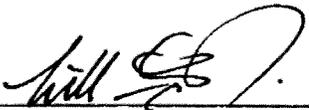
Section 1.1

This AGREEMENT is for the period of July 1, 2012 through February 25, 2014. This AGREEMENT shall be renewable for three one-year periods upon expiration of the Term of this AGREEMENT. All terms and conditions set forth herein shall apply to any renewal AGREEMENT.

In instances where this FIRST AMENDMENT should contradict with the MOU, the FIRST AMENDMENT shall supercede and its terms shall be controlling. Except as modified herein, all the terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by the respective parties on the date so indicated by their signature.

THE DEPARTMENT FOR THE AGING



Lilliam Barrios-Paoli
Commissioner
NYC Department for the Aging

5/21/2013

Date

THE HUMAN RESOURCES ADMINISTRATION



Vincent Pullo
ACCO
NYC Human Resources Administration

5/24/13

Date

ACKNOWLEDGEMENT FOR DFTA

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 21 day of May 2013, before me personally came Lilliam Barrios-Paoli, to me known and known to be the Commissioner of the New York City Department for the Aging, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same for the purpose therein mentioned.

Monica Parikh
NOTARY PUBLIC

MONICA PARIKH
Notary Public, State of New York
No. 02PA6208417
Qualified in Kings County
Commission Expires June 29, 2013

ACKNOWLEDGEMENT FOR HRA

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 24 day of May 2013, before me personally came Vincent Pullo to me known and known to be the ACCO of the New York City Human Resources Administration, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon C. James
NOTARY PUBLIC

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13096
Commission Expires April 1, 2014