

## COOPERATIVE AGREEMENT

This Cooperative Agreement ("Cooperative Agreement" or "Agreement"), effective as of July 1, 2013 (the "Agreement"), is made by and between the New York City Human Resources Administration, having its principal office at 180 Water Street, New York, New York 10038 ("HRA") and the New York City Department of Health and Mental Hygiene, having its principal office at 2 Gotham Center, CN-52, 42-09 28<sup>th</sup> Street, Queens, New York 11101, ("DOHMH").

**WHEREAS**, sections 1902(a)(10)(A) and 1905(r) of the Social Security Act (the "SSA") require states to provide for the delivery of early and periodic screening, diagnostic, and treatment ("EPSDT") services to children; and

**WHEREAS**, the purpose of EPSDT is the provision of primary and preventative health care in order to discover and ameliorate medical problems that children may have; and

**WHEREAS**, title XIX of the SSA mandates the provision of EPSDT services to all Medicaid-eligible children from birth to twenty-one years of age; and

**WHEREAS**, New York State has created the Child/Teen Health Plan ("C/THP") as a vehicle to deliver EPSDT services to children in this State (the term C/THP is used herein to reference services provided under both the New York State and the federal EPSDT programs); and

**WHEREAS**, pursuant to 18 NYCRR § 508.2, each local social services district is required to establish and administer a C/THP for delivery of EPSDT services within its district; and

**WHEREAS**, pursuant to New York Social Services Law § 61, the City of New York ("City") is a local social services district for the purpose of administering public assistance within the City;

**WHEREAS**, for the purpose of complying with 18 NYCRR § 508.2, HRA is responsible for administering the C/THP on behalf of the City of New York; and

**WHEREAS**, HRA is authorized by 18 NYCRR § 508.2 to enter into contracts with other entities to administer C/THP services in accordance with a C/THP plan (C/THP or the "plan") approved by the New York State Department of Health; and

**WHEREAS**, HRA believes that the provision of C/THP services in City public and non-public schools through the DOHMH School Health Program is an effective method of delivering C/THP services to Medicaid eligible children; and

**WHEREAS**, DOHMH is willing and able to administer the C/THP services in the City;

**NOW, THEREFORE,** in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree as follows:

**ARTICLE I. TERM OF PERFORMANCE**

- 1.1 The term of the Agreement shall be for the period from July 1, 2013 through June 30, 2016 (the "Term"), unless sooner terminated as provided herein, and subject to the availability of funds.
- 1.2 This Agreement shall be automatically renewed for three (3) additional one (1) year terms, subject to the availability of funds, upon the same terms and conditions as set forth herein.

**ARTICLE II. RESPONSIBILITIES**

- 2.1 HRA's duties and responsibilities are as follows:
  - a. Providing general oversight of the administration of the C/THP by DOHMH in the City. Such oversight shall be accomplished through review and feedback, as needed, by HRA of reports from DOHMH delineating the services performed and results achieved in the administration of the C/THP in accordance with 18 NYCRR Part 508.
  - b. Performing activities which support the intent of the Medicaid State Plan on issues, policies, rules, and regulations required for the proper administration of C/THP services; and
  - c. Submitting claims for Medicaid reimbursement to the New York State Office of Temporary and Disability Assistance ("OTDA") on behalf of DOHMH, and paying DOHMH for the services performed under this Agreement in accordance with Article III below.
- 2.2 DOHMH duties and responsibilities are as follows:
  - a. Providing C/THP services in accordance with the plan and the objectives of the plan submitted by HRA, and approved by the New York State Department of Health ("SDOH") and the Health Care Financing Administration ("HCFA"). The objectives of the plan are for DOHMH to:
    - i. Provide information about the C/THP benefit, and the means to access it, to Medicaid-eligible children under twenty-one years of age attending school in the City, as well as their families, households, and legal or defacto custodians (hereinafter "families"); and

- ii. Facilitate early and appropriate screening and intervention so that the diagnosis and treatment of medical problems of children attending school in the City are accomplished in a timely manner; and
  - iii. Assist children attending school in the City, and their families, in applying to participate in New York State's Medicaid plan.
- 2.3 DOHMH shall collect and retain all data, documentation and information on the services being performed. In the event of any programmatic or fiscal audit, DOHMH shall provide all necessary data, information, documentation and reporting. If there are any disallowances, DOHMH shall assume full responsibility for the cost of such services.

### **ARTICLE III TERMS OF PAYMENT**

3.1 DOHMH agrees to accept, as full payment for the services provided pursuant to this Agreement, an amount not to exceed \$20,000,000 annually.

3.2 DOHMH shall submit information in accordance with sections 2.2 and 2.3 above to enable HRA to claim on behalf of DOHMH for all staff performing duties related to the proper administration of the State Medicaid Program, which include but are not limited to associated costs for salaries, and fringe, indirect costs, and OTPS and contracted staff costs.

3.3 DOHMH shall submit to HRA inter-agency expenditure reports and any documentation supporting claims for eligible Medicaid Administrative expenses for EPSDT, including expenditures for employeesalaries, fringe, indirect costs, contracted staff, and other than personnel services (OTPS) for Federal, State and/or Local shares.

3.4 The expenditure reports and documentation shall be submitted on a quarterly basis within forty-five (45) days following the end of the quarter, except the second quarter ending December 31 when expenditure reports must be submitted twenty (20) days following the end of the quarter. HRA will in turn submit a claim for these expenditures to OTDA. Reimbursement to DOHMH will be subject to reimbursement received from OTDA.

3.5 Quarterly Inter-Agency expenditure reports, along with supporting documentation to shall be submitted to:

NYC Human Resources Administration  
Finance Office Bureau of Claims and Reimbursement  
180 Water Street, Room 907  
New York, NY10038  
Attn: Jean Nau, Director

3.6 The Inter-Agency expenditure report shall be signed by the Director of DOHMH's fiscal department or designee, and shall include the following certification:

I hereby certify that this expenditure report details articles received, services rendered or amounts expended on behalf of the City of New York, that this is correct as to the price and amount, that it is necessary for the proper transaction of the business of the Department, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed therein has been previously certified, and that the amount is solely for the operation of said Program as described in this expenditure report.

3.7 Upon receipt of reimbursement from OTDA, HRA will forward reimbursement to DOHMH through an inter-agency transfer, and a notification to DOHMH advising of the transfer, the reimbursement amount, and the period covered by the reimbursement.

3.8 If claims for reimbursement are made by HRA on behalf of DOHMH pursuant to the Agreement, and such claims are disallowed, then DOHMH shall assume full responsibility for the cost of such services.

#### **ARTICLE IV. NOTICES**

All notices required by this Agreement shall be delivered by hand or sent via email, facsimile, by Registered or Certified Mail, Return Receipt Requested, or by Overnight Mail, Express Mail or other overnight delivery service that provides a receipt to the sender. All notices and correspondence to the parties shall be delivered to the following addressees and addresses:

**To HRA:**

New York City Human Resources Administration  
180 Water Street, 11<sup>th</sup> Floor  
New York, NY 10038  
Attn: Jill Berry, Executive Deputy Commissioner

**To DOHMH**

New York City Department of Health and Mental Hygiene  
2 Gotham Center, CN-52  
42-09 28<sup>th</sup> Street  
Queens, New York 11101

Attn.: Assunta Rozza

#### **ARTICLE V. SUPERVISION**

In Compliance with OTDA's Fiscal Reference Manual ("FRM"), Volume 3, Chapter 5, the Commissioner of HRA shall have organizational supervision over any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement. However, the ultimate authority for these staff members shall remain with the appointing office.

#### **ARTICLE VI. TERMINATION**

6.1 Either party to this Agreement shall have the right to terminate this Agreement, without cause in whole or in part, upon thirty (30) days prior written notice.

6.2 In the event that the Federal, State or City reimbursement (if applicable) for this Agreement becomes unavailable, this Agreement shall be deemed terminated immediately.

6.3 Either party to this Agreement shall have the right to terminate this Agreement, in whole or in part, for good cause immediately upon such determination.

6.4 Upon termination of this Agreement, no further obligations may be incurred under this Agreement on behalf of HRA. Any obligations incurred by DOHMH on behalf of HRA prior to termination, and falling due after such date shall be reimbursed by HRA in accordance with the terms of payment set forth herein.

#### **ARTICLE VII. MODIFICATION**

This Agreement may be modified upon mutual agreement between the parties set forth in writing and signed on behalf of each of the parties. It may not be modified orally.

#### **ARTICLE VIII. RETENTION OF RECORDS**

The parties agree to retain copies of all their respective records related to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Federal, State and City auditors, including but not limited to NYSDFA, NYS Audit and Control, and DHHS, and any other persons duly authorized by DOHMH or HRA, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.

#### **ARTICLE IX. CONFIDENTIALITY**

9.1 All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA and DOHMH files or records, shall be used only for its intended purposes under this Agreement and shall be held confidential pursuant to the provisions of all applicable federal, state, and local laws and codes, and shall not be disclosed to any persons, organization, agency, or other entity except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.

9.2 All of the reports, information or data furnished to, or prepared, assembled, or used under this Agreement are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval of HRA and/or DOHMH as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.

9.3 Any disclosure of confidential HIV-related information shall be accompanied by the following written statement:

This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

9.4 The provisions of this Article IX shall remain in full force and effect following termination of, or cessation of, the services required by this Agreement.

#### **ARTICLE X. COMPLIANCE WITH LAW**

The Services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and local laws, rules, and regulations as are in effect at the 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, 45 CFR § 84, and 45 CFR § 85.

#### **ARTICLE XI. CIVIL RIGHTS**

The Parties agree that, in the prosecution of this Agreement, they shall comply with the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 C.F.R. Part 60, section 504 of the Rehabilitation Act of 1973 and 45 C.F.R. Parts 84 and 85.

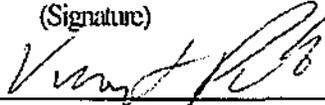
**ARTICLE XII. ENTIRE AGREEMENT**

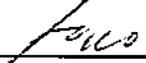
This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

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

THE CITY OF NEW YORK  
HUMAN RESOURCES ADMINISTRATION

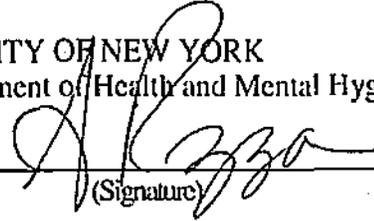
BY:   
(Signature)

  
(Print Name)

TITLE:   
(Print)

DATE: 6/21/16

THE CITY OF NEW YORK  
Department of Health and Mental Hygiene

BY:   
(Signature)

Assunta Rozza  
Deputy Commissioner of Finance  
NYC Dept of Health & Mental Hygiene

DATE: 6-8-16

ACKNOWLEDGEMENTS

STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK)

On the 8<sup>th</sup> day of June in the year 2016 before me, the undersigned personally appeared Assunta Perera, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Frank Lane  
Signature and Office of individual taking acknowledgment

FRANK LANE  
Notary Public, State of New York  
No. 011A9314224  
Qualified in Queens County  
Commission Expires November 03, 2017

STATE OF NEW YORK )

) SS:

COUNTY OF NEW YORK)

On the 21<sup>st</sup> day of June in the year 2016 before me, the undersigned personally Appeared Vincent Pullo, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Yvette Berry  
Signature and Office of individual taking acknowledgment

Yvette Berry  
of Deeds, City of New York  
No. 2-12602  
Cert. Filed in New York County  
Commission Expires on July 1, 2014  
8/1/2016