

AMENDED 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 150 Greenwich Street, New York, New York 10007 (“HRA”) and the New York City Department of Health and Mental Hygiene, having its principal office at 2 Gotham Center, CN-52, 42-09 28th 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;

WHEREAS, the Parties wish to amend the Cooperative Agreement in order to update names and addresses and clarify HRA's responsibilities as specified herein;

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 one-year period from July 1, 2016 through June 30, 2017 (the "Term"), and shall automatically renew for no more than 8 successive one year periods on the same terms and conditions, unless sooner terminated as provided herein or the State of New York denies HRA's request(s) for renewal, and subject to the availability of funds.

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 processing of DOHMH claims, as needed, by HRA 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. Payment shall be made based on the Fiscal Manual and Budget, attached hereto as Exhibit A and incorporated herein by reference.

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
150 Greenwich Street, 33rd Floor
New York, NY 10007

Attn: Betty Harris, 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
150 Greenwich Street, 34th Floor
New York, NY 10007
Attn: Erin Villari, Executive Deputy Commissioner

To DOHMH

New York City Department of Health and Mental Hygiene
2 Gotham Center, CN-52

42-09 28th 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 NYS DFA, 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.

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STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 9 day of November 2016, before me personally came Vincent Pullo, to me known and known to me to be RECS of the Human Resources Administration/Department of Social Services of the City of New York, the person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

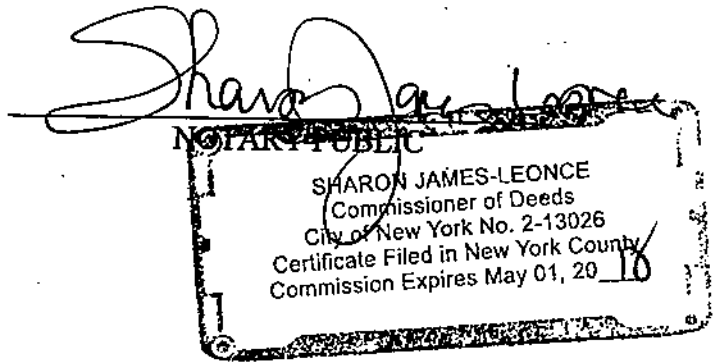


EXHIBIT A

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Line Item	Budget Amount
Personnel	\$10,421,627
Fringe	\$4,681,233
Contracted Nurses	\$2,426,489
Other Than Personnel Services	\$382,166
Indirect costs	\$2,088,485
Total	\$20,000,000