

MEMORANDUM OF UNDERSTANDING

between the

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

and

THE CITY UNIVERSITY OF NEW YORK

on behalf of

HOSTOS COMMUNITY COLLEGE

for

DENTISTRY TRAINING

(January 1, 2013 – June 30, 2013)

This **Dentistry Training Memorandum of Understanding** (“MOU”), effective January 1, 2013, is made by and between the **City of New York** (the “City”), acting through its **Department of Small Business Services** (“SBS”) and **The City University of New York** (“CUNY”), acting on behalf of **Hostos Community College** (“Hostos”) (collectively, the “Parties”)

NOW THEREFORE, in consideration of the mutual covenants set forth herein, SBS and CUNY agree as follows:

ARTICLE 1
TERM

The term of this MOU shall be for a period of six (6) months, commencing on January 1, 2013 and expiring on June 30, 2013 (“Term”), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article 5 below.

ARTICLE 2
SCOPE OF SERVICES

During the Term, CUNY, through Hostos, will be responsible for providing the dentistry training (“Training”) and related services set forth in the attached Exhibit A (“Scope of Work”).

ARTICLE 3
PAYMENT & PAYMENT SCHEDULE

- A. **Total Payment for Services.** SBS shall pay to CUNY, on behalf of Hostos, subject to and in accordance with the procedures and restrictions set forth in this MOU, an aggregate amount not to exceed One Hundred and Nine Thousand Five Hundred and Sixty Three Dollars (\$109,563.00) in consideration for the Training and related services to be performed during the Term, as reported to, verified and approved by SBS. All payments shall be made in accordance with the “Program Budget,” attached hereto as Exhibit B, SBS’ *Fiscal Manual*, and the below “Payment Schedule.”
- B. **Payment Schedule.** During the Term of the MOU, all payments made to CUNY on behalf of Hostos, shall be made in accordance with the following “Payment Schedule”:
1. Seventy percent (70%) of the maximum amount allotted for the Training set forth in “Table 1” below shall be paid at the start date of the individual Training.
 2. Thirty percent (30%) of the maximum amount allotted for the Training set forth in “Table 1” below shall be paid on the last day of the Training, provided that the proportion of Participants who complete the Training (“Actual

Completion Rate”) is greater than or equal to the “Desired Completion Rate”, which is defined as completion by at least eighty-five percent (85%) of the Training Participants.

3. If the Actual Completion Rate is less than the Desired Completion Rate, SBS shall pay to CUNY on behalf of Hostos, an amount equal to the Actual Completion Rate percentage multiplied by the remaining thirty percent (30%) of the maximum amount allotted for the Training.

TABLE 1: TOTAL COMPENSATION ALLOCATED TO MOU BY INDIVIDUAL DENTISTRY TRAINING							
Training	Maximum Amounted Allocated to Training	Cost Per Participant	# of Participants	# of Cohorts	Duration of Trainings	Maximum Payment at Start Date of Training	Maximum Payment at Last Day of Training*
Dental Anesthesia (Hostos)	\$109,563	\$3,652.07	30 (15 Per Cohort)	2	3 Weeks	\$76,700	\$32,863
<i>*Payment and payment amount contingent on Actual Completion Rate being greater or equal to the Desired Completion Rate as such terms are defined in this MOU.</i>							

- C. The Parties acknowledge that pursuant to a certain Agreement dated October 20, 1983 between The Research Foundation of the City University of New York (the “RF”) and CUNY, the RF will act as CUNY’s fiscal agent to accept payment from SBS. Each Intra-City invoice shall be signed by the RF Director of Grants and Contracts, and shall include the following language: “I hereby certify that this invoice is for 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 is necessary for the proper transaction of the business of SBS, 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.”

ARTICLE 4 TERMINATION & MODIFICATION

- A. **Termination.** This MOU may be terminated by SBS or CUNY at any time upon thirty (30) days written notice to the other Party.
- B. **Modification.** This MOU may only be amended by the mutual written consent of both SBS and CUNY.

ARTICLE 5 MISCELLANEOUS

- A. All notices required by this MOU shall be delivered by messenger or overnight delivery service to the following:

To SBS:

110 William Street, 7th Floor
New York, NY 10038
Attn: Workforce Development Division Deputy Commissioner

To CUNY:

Shayne Spaulding
University Director of Workforce Development
City University of New York
16 Court Street, 32nd Floor
Brooklyn, NY 11241

With a Copy to:

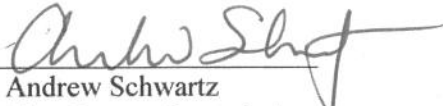
Office of the General Counsel
City University of New York
205 East 42nd Street, 11th Floor
New York, NY 10017
Attn: Hostos Dentistry MOU

- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.
- C. The services provided under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local Laws, including applicable provisions of the Workforce Investment Act (“WIA”) as well as applicable United States OMB Circulars.
- D. This MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the Parties, nor to vary any of its terms.
- E. Neither Party will be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the MOU after the intervening cause ceases.
- F. Neither Party will assign, transfer or delegate any rights, obligations or duties under this MOU without the prior written consent of the other party. Such prior written approval will not be unreasonably withheld, delayed, or conditioned.
- G. The Parties hereto represent and warrant that the person executing this MOU on behalf of each party has full power and authority to enter into this MOU and that the Parties are authorized by law to perform the services set forth in the MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates appearing below their respective signatures.

**NEW YORK CITY DEPARTMENT
OF SMALL BUSINESS SERVICES**

**THE CITY UNIVERSITY
OF NEW YORK**



Name: Andrew Schwartz
Title: First Deputy Commissioner



Name: Frederick P. Schaffer,
Title: General Counsel & Senior
Chancellor for Legal Affairs

Date: July 1, 2013

Date: June 24, 2013


Approved As To Form

The City University of New York
Office of the General Counsel
Date: 06-21-2013

EXHIBIT A
SCOPE OF SERVICES

I. GENERAL RESPONSIBILITIES

- A. **Training Program Development and Delivery.** During the Term of the MOU, CUNY, through Hostos, will be responsible for providing two (2) Cohorts of Dental Local Anesthesia & Nitrous Oxide Administration Certificate Program Training and related services. This course will be referred to in this MOU as “Training.” Individuals enrolled in these Trainings are hereinafter referred to as “Participants.”
- B. **Intake Process.** Hostos will be responsible for the recruitment, screening, assessment and enrollment (“Intake”) of all Training Participants. Hostos will adhere to the following general principles and guidelines in providing these Intake services, which are designed to assist in screening out ineligible applicants by:
1. Selecting the applicants that are most likely to complete the Training;
 2. Finding applicants who will obtain satisfying training-related employment; and
 3. Ensuring that applicants are selected for the Training that best matches their career goals.
- C. **Data Collection, Monitoring, and Reporting.** Hostos will be responsible for collecting the following basic demographic and outcome data on each Training Participant as required by local, state, and federal regulations:
1. Facilitating the distribution, collection and submission to SBS of completed Customer Intake Forms (CIFs) as well as enrollment and eligibility certification information as mandated for participation in intensive and training services as defined by the Workforce Investment Act (“WIA”);
 2. Monitoring Participant enrollment, attendance, and completion of the Trainings as well as other Participant Data as reasonably required by SBS;
 3. Tracking all mandatory information and services using the “SBS Mandatory Tracking Sheet,” sign-in sheets and other applicable records; and
 4. Reporting Participant Data and mandatory information to SBS on a bi-weekly basis. To enable Hostos to release Participant Data, each Participant shall sign a “Participant Release Form.”
- D. **Program Autonomy.** Beyond the SBS and WIA eligibility requirements stated herein, Hostos will determine and implement all Intake processes and successful Training completion criteria. These processes and criteria will be shared with SBS and must be approved before implementation. Participant appeals shall follow individual program and Hostos procedures.
- E. **Program Management.** Hostos shall designate a College Program Director to act as a liaison with SBS.

II. DENTAL LOCAL ANESTHESIA & NITROUS OXIDE ADMINISTRATION CERTIFICATE PROGRAM TRAINING.

- A. **Overall Description and Goals.** During the Term, Hostos will be responsible for providing two (2) forty-five (45) hour Dental Local Anesthesia & Nitrous Oxide Administration Certificate Program Training cohorts to a total of thirty (30) enrolled Participants (15 Participants per Cohort). This three (3) week intensive training is designed for New York State-licensed dental hygienists to apply for and earn the restricted certificate in Local Infiltration Anesthesia/Nitrous Oxide Analgesia as required under a newly implemented New York State Law.
- B. **Training Eligibility.** During the Term, CUNY shall be responsible for ensuring that all Participants selected for enrollment in the Training meet the following "General Eligibility Requirements":
1. Proof of CPR/AED Certification for Professional Rescuers and Health Care Providers;
 2. Proof of New York Dental Hygiene Licensure;
 3. Proof of current professional liability insurance (\$1,000,000/\$3,000,000); and
 4. Pass a written assessment test before the start of class.
- C. **Training Components.** Two Training Cohorts will complete this three (3) week Training. Each Training Cohort will be comprised of:
1. 30 hours in lectures; and
 2. 15 hours of hands-on application under faculty supervision.
- D. **Certification.** By the end of the Term, Hostos will ensure that all Participants who complete the Training receive a "Dental Local Anesthesia & Nitrous Oxide Administration Certificate."

III. OUTCOMES

- A. Hostos will make best efforts to attain a Training Completion Rate (defined as the number of Participants who complete Training divided by the number of Participants who enrolled in that Training) of at least eighty-five percent (85%) of Participants ("Desired Completion Rate").
- B. Hostos will make best efforts to ensure that at least seventy-five percent (75%) of the Participants that complete the Training are either placed in a job or receive a wage increase within ninety (90) days of completion of Training.

IV. ADDITIONAL RESPONSIBILITIES

- A. **Remedial Steps.** Hostos will provide the following remediation to Participants that demonstrate underperformance in the Training as applicable and on an "as needed" bases in the following areas, as relevant to the Training:
1. **Academic Remediation.** Participant with a failing grade for any major test instrument or who has a failing grade point average will be assisted through tutoring, exercises, provision of test prep materials, and other additional instructional resources. Participants who self-identify as requiring assistance shall also be remediated.
 2. **Skills Remediation.** Participants evidencing difficulties with skills will be referred by the Lead Instructor for remediation. Participants who self-identify as requiring assistance will also be remediated.
 3. **Professionalism.** Participant evidencing challenges with professionalism will be assisted by a counselor on topics such as setting goals, time management, test anxiety, overcoming barriers and other appropriate topics.
 4. **Job Readiness and Job Search.** During and after the Training program, Hostos will support each Participant's job search, referring Participants to Workforce1 Career Centers for assistance with resume, interview and screening for job placements. As appropriate, Hostos will invite employers and/or previous graduates to speak with Participants about job opportunities and working in the New York City healthcare system.

EXHIBIT B
PROGRAM BUDGET

I. TRAINING COURSE BUDGET: Dental Local Anesthesia & Nitrous Oxide Administration Certificate Program

Budget and Payment Structure

- **Total Budget for the Training:** \$109,563
- **Number of Cohorts:** 2 (15 Participants per Cohort)
- **Number of Participants Enrolled:** 30
- **Per Participant Budget:** The per Participant budget is \$3,652.07 which covers textbooks, medical supplies needed for skills practice, certification exam fees, software, handouts, etc.
- **(Approximate) Dates of Training:** Cohort 1: April 20, 2013-May 4, 2013; Cohort 2: May 18, 2013 – June 1, 2013

Dental Local Anesthesia & Nitrous Oxide Administration Certificate Program				
Description	Name	Salary Rate	Time on Project	Cost to Project
Personnel Services (PS)				
Project Director	Maggie Ramierez	\$43,000	10%	\$4,300
Educational Case Manager	Karla Perez	\$50,000	10%	\$5,000
Job Developer	Javier Saldana	\$50,000	10%	\$5,000
Lead Instructor	Dr. James King	\$89.00 per hour	55 hrs	\$4,895
Lab Skills Instructor	Dr. Joyce Dais	\$85.78 per hour	45 hrs	\$3,860
Lab Skills Instructor	Melanie Alviar	\$76.48 per hour	45 hrs	\$3,442
Clinical Monitor	Denice Brown	\$50.00 per hour	45 hrs	\$2,250
Subtotal Base Salaries				\$28,746.70
Fringe				
Fringe @ 38%				\$5,434.00
Fringe @ 9.5%				\$1,372.44
MTA Tax @ 0.34%				\$97.74
Subtotal Fringe				\$6,904.18
Total PS				\$35,650.88
Other Than Personnel Services (OTPS)				
Medical Equipment & Maintenance				\$2,500.00
State Exam Fee				\$500.00

Medical Supplies				\$5,500.00
Office Supplies				\$1,500.00
Subtotal OTPS				\$10,000.00
Total Direct Cost				\$45,650.88
Indirect Cost @ 20%				\$9,130.18
Total Budget Per Cohort				\$54,781.05
TOTAL BUDGET				\$109,563.00



OFFICE OF THE GENERAL COUNSEL

REQUEST FOR SIGNATURE INFORMATION FORM

Date: 06-21-2013

From (OGC Staff): H. Parlier

Type of document: MOU

Matter: MOU between SBS & CUNY-Hostos for Dentistry Training

Previously approved by (if applicable): _____

Office/Company: _____

Additional Comments:



205 East 42nd Street, 11th Floor
Tel: 646-664-9218
Fax: 646-664-2946
heather.parlier@cuny.edu

Via Overnight Mail

June 25, 2013

Kelly Dougherty
Executive Director
NYC Department of Small Business Services
110 William Street, 7th Floor
New York, NY 10038

Dear Ms. Dougherty:

Enclosed, please find three (3) originals of the Memorandum of Understanding (“MOU”) between the New York City Department of Small business Services (“SBS”) and the City University of New York (“CUNY”) on behalf of Hostos Community College for dentistry training. The MOU has been signed on behalf of CUNY by Frederick P. Schaffer, General Counsel and Senior Vice Chancellor for Legal Affairs.

Once the originals have been signed on behalf of SBS, please return one original to my attention. Contact me if you have questions or need further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Parlier', written in a cursive style.

Heather Parlier

Enclosures

cc: Shayne Spaulding, CUNY Director of Workforce Development (via electronic mail)
Kyung Hur, Research Foundation of CUNY (via electronic mail)