

MEMORANDUM OF AGREEMENT

Between

The New York City Department of Health and Mental Hygiene

AND

The New York City Department of Education

PIN: 21SH016001R0X00

This Memorandum of AGREEMENT (“MOA”) effective as of July 1, 2020, between the New York City Department of Health and Mental Hygiene ("DOHMH" or "the Department"), the administrative offices of which are located at 42-09 28th Street, Long Island City, New York, 11101 and the New York City Department of Education ("NYCDOE"), the administrative offices of which are located at 52 Chambers Street, New York, NY 10007.

WHEREAS, DOHMH oversees public health programs and has the expertise to develop and implement programs to achieve public health objectives and desires DOE to assist with the goal to improve the health of school age children in the New York City public schools; and

WHEREAS, DOE recognizes the importance of student fitness, physical education and health education in improving the health status and health behaviors of its students and desires to strengthen the public health related services it provides to its students by providing designated staff and program support to deal with health issues; and

WHEREAS, the DOE wishes to perform the services described in this Memorandum of Agreement as funded by the DOHMH hereunder;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Term of Agreement.

The term of this Agreement shall be from July 1, 2020 through June 30, 2021, unless sooner terminated in accordance with the provisions set forth in section **14** of this Agreement. The parties may renew this MOA, for three (3) consecutive one-year periods, subject to mutual agreement of the parties to renew in writing and the availability of funds.

2. Scope of Services.

The required services shall be provided in the manner, and at the levels set forth in the Scope of Services, annexed hereto and incorporated herein as Annex **A** and consistent with the Budget attached hereto and incorporated herein as Annex **B**.

3. Reimbursement and Schedule of Payment

a. DOHMH shall reimburse DOE through Intra-City payment transfers

arranged through the Comptroller of the City of New York ("the Comptroller") in a one- time amount **not to exceed** \$2,430,300.00 for use in Fiscal Year 2021, in accordance with the budget contained in Annex B, which is annexed hereto and hereby made a part of this MOA. The funding for Fiscal Year 2021 of this Agreement is subject to the availability of funds, satisfactory performance on the part of DOE, and all approvals required by law.

b. Salary increases

DOHMH is not responsible for any increased costs due to salary increases for the listed staff during the term of this MOA above the total reimbursable amount set forth in paragraph 3 and personal expenses and services described in Annexes A and B. In total, payment transfers under this Agreement shall not exceed actual costs incurred related to this Agreement

4. Invoice

a. DOHMH shall reimburse DOE within sixty (60) days after receipt of a DOE invoice and any supporting documentation, in form acceptable to DOHMH, for services performed. Such invoice shall contain a certification signed by the DOE Chief Financial Officer, or his designee, stating that the expenditures are true and accurate and were incurred in performance of the Scope of Services set forth in Annex A.

b. Reimbursement of DOE services performed will be made in accordance with the Budget annexed hereto as Annex B.

5. FMS Structure

Upon the execution of this Memorandum of 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 payment in accordance with this Agreement.

6. Reconciliation Process

a. DOE will provide DOHMH with an expenditure report, containing the name of each staff member, and their annual salaries. Such expenditure report shall be submitted together with the invoice.

b. Prior to the final payment, a final program report shall be submitted to DOHMH, which report shall contain an analysis of the services performed hereunder without any personal identifying information for services provided.

7. Disallowances

DOHMH shall review the expense reports and supporting documentation as required, and shall disallow any expenses that were not rendered, documented and/or authorized in accordance with the terms of this Agreement, or for failure to deliver any required services or work product. However, DOHMH shall not unreasonably disallow expenses submitted pursuant to this Agreement.

8. Evaluation Criteria.

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

9. Cooperation.

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

10. Confidentiality.

The parties agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Memorandum of 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.

11. Modification.

No modification, amendment, waiver, or release of any provision of this Agreement shall be valid or binding, for any purpose, unless in writing and duly executed by the parties.

12. Merger.

Unless amended through a signed amendment by the parties, 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 other of the terms contained herein.

13. Termination.

Either of the parties may terminate this Memorandum of Agreement upon ninety (90) days prior written notice given to the other party in accordance with the Notices provision below.

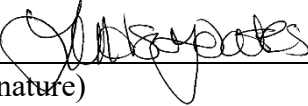
14. Notices.

All notices and requests hereunder by either party shall be in writing, signed by the party who sent it, and except as otherwise specified in this Agreement, directed to the address of the parties as follows:

<p>NYC Dept. of Health & Mental Hygiene 42-09 28th Street, 11-125, CN 25 Long Island City, NY 11101 Attention: Roger Platt, MD Assistant Commissioner, Office of School Health</p>	<p>New York City Department of Education 52 Chambers Street New York, NY 10007 Attention: Lindsey Harr Executive Director OSW</p>
--	---

IN WITNESS WHEREOF, the City has caused these presents to be executed in triplicate by the New York City Department of Health and Mental Hygiene and the New York City Department of Education by their respective duly authorized officers as of the day and year noted below. The parties hereto have executed this Agreement on the dates appearing below their respective signatures.

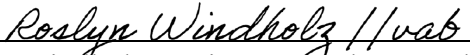
NEW YORK CITY DEPARTMENT OF EDUCATION

By: 
(Signature)

Name: Lindsey Oates

Title: Chief Financial Officer


Date: _____

By: 

Roslyn Windholz, Acting General Counsel
Department of Health and Mental Hygiene

Date: 9-15-20

Approved as to legal sufficiency

DocuSigned by:
By: 
2E7DEE85D68943B...
Name: Akane Tsuchiya-Saltzman

Approved by Division COO:

By: 

Judi Soehren, Agency Chief Contracting
Officer
Department of Health and Mental Hygiene

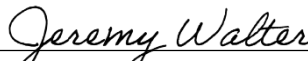
Date: 09-29-2020



Name: Nikki Dimanche

Title: Chief Operating Officer, Division of School
Climate and Wellness

Approved as to description of services and
availability of funds:


Name: Jeremy Walter

Title: Deputy Executive Director, Office of
School Wellness Programs