Z-DAB MOU
HRA/DFTA/DOHMH
03/23/15

COOPERATIVE AGREEMENT BETWEEN THE CITY OF NEW YORK HUMAN RESOURCES ADMINISTRATION, THE CITY OF NEW YORK DEPARTMENT FOR THE AGING AND THE CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE

THIS COOPERATIVE AGREEMENT ("Agreement"), made as of April 1, 2015 between the Department of Social Services / Human Resources Administration ("HRA"), located at 150 Greenwich Street, New York, NY 10007, the Department for the Aging ("DFTA"), located at 2 Lafayette Street, New York, NY 10007, and the Department of Health and Mental Hygiene ("DOHMH") located at Gotham Center, 42-09 28th Street, Queens, NY 11101 (collectively "the Parties").

WHEREAS, the New York State Department of Health ("SDOH") has awarded funds to Public Health Solutions ("PHS") to provide outreach, education, and enrollment services for the disabled, aged and blind communities in New York through the Facilitated Enrollment for the Aged, Blind and Disabled Program ("the Program"); and

WHEREAS, PHS entered into subcontracting agreements with each party whereby the Parties agreed to provide services required for the Program; and

WHEREAS, the Parties wish to work together to support the Program and coordinate their respective roles through this Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

A. The term of this Agreement shall be for one (1) year from April 1, 2015 through March 31, 2016, unless sooner terminated as provided herein (the "Term").

B. This Agreement shall be automatically renewed, subject to the availability of funding, on the same terms and conditions, for five (5) consecutive one (1) year periods, unless any such renewal term is sooner terminated as provided herein. The automatic renewals shall be subject to the amount budgeted by PHS for each Budget Period.

ARTICLE 2. SCOPE OF SERVICES

A. The parties shall provide the Program pursuant to the terms of their agreement with PHS. Specifically:

1. **DOHMH shall:**

   i. Place five FTE (5) experienced facilitated enrollers at high priority sites identified by DFTA to assist clients who are age 65 and older,

certified blind and/or disabled, with the application process for public health insurance.

ii. Provide a Supervising Facilitated Enroller (0.4 FTE) to provide back-up and surge capacity at sites, technical assistance to FE's with non-routine application assistance issues, and assist with logistical issues.

iii. Ensure that FEs are trained and certified in accordance with NYSDOH FE-ABD training guidelines, and are proficient in PHS' FE-ABD Electronic Application System for submitting application to HRA and tracking program data.

iv. Assure timely access and effective in-person assistance to the target population by co-locating with DFTA sites.

v. Schedule home visits as needed in order to assist applicants with mobility issues.

vi. Screen applicants and provide objective information on public health insurance options.

vii. Help complete applications for health insurance and provide quality review prior to submission to HRA.

viii. Provide services in accordance with a Site Schedule to be approved by PHS.

ix. Report the 10th of every month the number of people DOHMH submits and enrolls in the program as enrollment information is available in PHS' FE-ABD Electronic Application System (Bluemark MAPSng™) and for applications submitted through the NYSOH, provide NYSOH data to reflect the number of applications submitted, the number of outreach activities conducted at each DOHMH and partnered site, and the number of special events held at each DOHMH and partnered site.

2. **DFTA shall:**

i. Identify and provide twelve (12) high priority DFTA senior center sites for effective outreach and enrollment of the target population.

ii. Provide a dedicated space with desks and chairs for the FEs to assist with completing applications. DFTA shall ensure that the designated space has a waiting area as space will allow, lockable storage space including filing cabinets, and that have workstations that are private and equipped with adequate office supplies.

iii. Provide referrals to the high priority senior centers at other surrounding senior centers, and, as feasible, allow DOHMH facilitated enrollers to provide enrollment assistance at these other centers and other proximate sites.

iv. Coordinate with its senior centers and Naturally Occurring Retirement Communities Supportive Service Program to facilitate education, outreach and referral information to seniors and their families about facilitated enrollers.

v. Hire and dedicate a coordinator to oversee site operations, identify sites for effective outreach, and facilitate referrals to FE-ABD services.
vi. Provide services in accordance with a Site Schedule to be approved by PHS.

3. **HRA shall:**

i. Appoint a Consumer Assistance Coordinator to work with HRA's Medicaid program and grantees in the New York City region along with their subcontracted entities and enrollment staff to facilitate an efficient and effective process for the delivery and processing of applications submitted to HRA.
ii. Convene with participants and other City Agencies that serve the target population to develop and deliver improved enrollment services and outreach activities.
iii. Build effective referral pathways through 311 and other New York City agencies, including HRA's Medicaid Office.
iv. Identify additional enrollment opportunities at other City venues and train agency staff members who interface with the target population to developed integrated referral networks.
v. Provide technical assistance and convene meetings to facilitate quality improvement activities and identify processes and methods for improving the FE-ABD program.
vi. Receive funds from PHS and distribute them to DFTA and DOHMH in accordance with the Budget, subject to PHS approval.
vii. Develop promotional materials to be approved by PHS

4. **The parties shall work together to:**

i. Support outreach activities, including identifying senior centers for effective outreach and application assistance to the target population and coordinating with senior centers and Naturally Occurring Retirement Communities (NORCs) Support Service Program sites to facilitate education, outreach, and referrals to the Program's service.
ii. Participate in all relevant local learning communities, Program partner meetings, conference calls, trainings and all other Program meetings or conferences scheduled or mandated by PHS or NYSDOH and prepare documentation and materials for such meets as needed and as requested by PHS.
iii. Attend quarterly meetings and other scheduled meetings with PHS to discuss Contractor's performance in this Agreement and progress towards goals.

iv. Acknowledge receipt of PHS security policy when received, specifically as it related to PHS' Program SharePoint portal.
v. Obtain promotional and marketing materials for the sites from NYSDOH or PHS, maintain and implement the marketing plan developed in partnership with PHS, and discuss changes with PHS as they occur. All promotional and marketing materials developed by the parties must be pre-approved by PHS.
vi. Make substantial progress toward achieving program goals. Application and outreach productivity targets must be identified by the parties with approval from PHS using a Facilitated Enroller Productivity Target Grid template. The parties must complete the FE Productivity Target Grid template and submit to PHS one (1) month following the start of Program application submissions.
vii. Use their best efforts to achieve program goals.

ARTICLE 3. TERMS OF PAYMENT

A. The total amount not-to-exceed pursuant to this Agreement is $551,265.00, subject to the availability of funding, which shall be allocated as delineated in the Budget attached herein and incorporated by reference as Exhibit 1. In no event shall the total amount under this agreement exceed $551,265.00 for the Year One Budget Period ("BP1"). The total amount not to exceed for each renewal period shall be subject to the amount budgeted for each Budget Period by PHS.

B. The total amount under this agreement for BP1 shall be allocated between the Parties as delineated in the attached Exhibit 2.

C. Payment shall be made subject to PHS approval and shall be made on the basis of approved invoices submitted on a quarterly basis in a manner and format satisfactory to HRA.

D. All such Invoices shall be signed by the chief fiscal officer of DFTA and DOHMH and shall contain 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 the 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 on this invoice."*

E. Invoices for payment shall be accompanied by supporting documentation satisfactory to HRA and submitted to:

NYC Human Resources Administration
Office of Citywide Health Insurance Access (OCHIA)
4 World Trade Center
150 Greenwich Street, 37th Floor
New York, NY 10007
Attn: Audrey M. Diop

F. Upon approval, the invoice shall be forwarded by OCHIA for payment to:

NYC Human Resources Administration
Finance Office- Bureau of Accounts Payable
150 Greenwich Street, 33rd Floor
New York, NY 10007
Attn: Madlyn Korman- Director

ARTICLE 4. TERMINATION

Each Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to the other Party, or immediately for cause.

ARTICLE 5. 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 6. 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, and any other persons duly authorized by HRA, DOHMH, or DFTA, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.

ARTICLE 7. CONFIDENTIALITY

A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA, DFTA, or DOHMH office files or records, 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.

B. 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 by HRA, DFTA, and/or DOHMH, as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.

C. Any disclosure of HIV-related information shall have the following written statement accompany it:

> "*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.*"

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

ARTICLE 8. COMPLIANCE WITH LAW

A. 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.

B. Pursuant to Local Law 40 of 2011, the Parties understand that this Cooperative Agreement may be posted on NYC.gov within thirty ("30") days of execution.

ARTICLE 9. SUPERVISION

In Compliance with the New York State Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 3, Chapter 5, the Commissioner of HRA shall have organizational supervision of 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 10. NOTICES AND COMMUNICATION

All notices and requests hereunder by any party shall be in writing, and except as otherwise

specified in this Agreement, shall be delivered by hand or sent via 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, and directed to the address of the parties as follows:

If to HRA:

Audrey M. Diop
Managing Executive Director
Human Resources Administration
Office of Citywide Health Insurance Access
4 World Trade Center
150 Greenwich Street, 37th Floor
New York, NY 10007

If to DFTA:

Laudrey Lamadieu
Assistant Deputy Commissioner
Department for the Aging
Bureau of Community Services
2 Lafayette Street
New York, NY 10007

If to DOHMH:
Lisa Helburn
Executive Director
Department of Health and Mental Hygiene
Office of Health Insurance Services Bureau of Primary Care Access & Planning
Gotham Center - 11th Fl (CN#29C)
42-09 28th Street
Queens, New York 11101-4132

ARTICLE 11. 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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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below their respective signatures.

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

BY _____

NAME Vincent Pullo

TITLE Agency Chief Contracting Officer

DATE 10/30/15

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

THE CITY OF NEW YORK
DEPARTMENT FOR THE AGING

BY _____

NAME Steven Foo

TITLE General Counsel

DATE 10-30-15

Monica Parikh
MONICA PARIKH
Notary Public, State of New York
No. 02PA6208417
Qualified in Kings County
Commission Expires June 29, 2017

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

BY _____

NAME Assunta Rozza

TITLE Deputy Commissioner for Finance

DATE 10.27.15

DeWayne E. McKnight
10.27.15

DEWAYNE E MCKNIGHT
Notary Public, State of New York
No. 01MC4994084
Qualified in Queens County
Commission Expires May 24, 2018

Exhibit 1

Exhibit 1 – Budget

Contractor Name: New York City Human Resources Administration
Contract #: 15-HRA-01
Contract Term: April 1, 2015 – March 31, 2020

Year 1 Budget Period (BP1): April 1, 2015 – March 31, 2016
BP1 Maximum Reimbursable Amount: $551,265.00

A LINE ITEM JUSTIFICATION MUST BE SUBMITTED WITH THIS BUDGET

PERSONNEL SERVICES

Title, Name	# of Enroller FTEs	# of Non-Enroller FTEs	Annual Salary	12 Month Budget
Consumer Assistance Coordinator		1.00	$65,000.00	$65,000.00
Senior Facilitated Enrollment Staff	.80		$43,505.00	$34,804.00
Senior Facilitated Enrollment Staff	.80		$43,505.00	$34,804.00
Senior Facilitated Enrollment Staff	.80		$45,500.00	$36,400.00
Senior Facilitated Enrollment Staff	.80		$44,900.00	$35,920.00
Senior Facilitated Enrollment Staff	.40		$41,750.00	$16,700.00
Senior Facilitated Enrollment Staff	.60		$44,870.00	$26,922.00
Senior Facilitated Enrollment Staff	.40		$44,870.00	$17,948.00
Senior Facilitated Enrollment Staff	.40		$42,750.00	$17,100.00
Senior Facilitated Enrollment Staff Supervisor	.40		$54,199.00	$21,680.00
DFTA Coordinator		.50	$60,000.00	$30,000.00
Total Salary	5.40	1.5		$337,278.00
Fringe Benefits (48.10%)				$147,801.00
			SUBTOTAL PERSONNEL SERVICES	$485,079.00

NON-PERSONNEL SERVICES

Equipment	$0.00
Rental Fees	$1,500.00
Supplies	$4,686.00
Contractual Services	$60,000.00
Utilities	$0.00
SUBTOTAL NON-PERSONNEL SERVICES	$66,186.00
YEAR 1 BUDGET PERIOD (BP1) TOTAL	$551,265.00

Exhibit 2

Consumer Assistance for the Aged, Blind and Disabled

Start Date:	4/1/2015
Budget Period 1 (of 5):	4/1/15 - 3/31/16
Project End Date:	3/31/2020*
Grant Close Out Date:	6/30/2020*

Type of Expense	Grant Allocation
HRA	
Consumer Assistance Coordinator	$ 65,000
Fringe	$ 31,265
Rent	$ 1,500
Supplies	$ 2,343
HRA Sub-Total	**$ 100,108**
DFTA	
Coordinator	$ 30,000
CBO Stipend	$ 60,000
DFTA Sub-Total	**$ 90,000**
DOHMH	
Facilitated Enrollment Staff	$ 242,278
Fringe	$ 116,536
Supplies	$ 2,343
DOHMH Sub-Total	**$ 361,157**
	$ 551,265

Notes:

1. Continued funding throughout this period is contingent upon availability of funding and state budget appropriations.