

THIS COOPERATIVE AGREEMENT (“Agreement”), is dated as this 1st day of July, 2019 (“Effective Date”), and is between the Department of Social Services of the Human Resources Administration of the City of New York (“HRA”), with offices located at 150 Greenwich Street, New York, New York 10007, and the Department of Health and Mental Hygiene (“DOHMH”), with offices located at 42-09 28th Street, Queens, NY 11101, (each a “Party”, together, the “Parties”).

WITNESSETH:

WHEREAS, the DOHMH Bureau of Primary Care Access and Planning operates in its Division of Prevention and Primary Care which works in part to expand the City’s Medicaid application assistance capacity, maximize client choice regarding provider and health plan selection, and promote health care utilization and preventive health behaviors thereby reducing the number of uninsured New Yorkers; and

WHEREAS, HRA works with DOHMH and other City Agencies in identifying and ensuring that uninsured New Yorkers who are eligible for public health insurance are enrolled; and

WHEREAS, HRA desires to provide funding for providing application assistance, overseeing these services, quality control, and staff training for DOHMH application assistors; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

1.1 The term of this Agreement shall be for the period from July 1, 2019 through June 30, 2022, (the “Term”) unless sooner terminated as provided herein and subject to the availability of funds.

1.2 This Agreement shall be automatically renewed annually as of July 1, 2022 for three (3) additional one (1) year terms, subject to appropriations and the availability of funds, upon the same terms and conditions as set forth herein.

ARTICLE 2. SCOPE OF SERVICES

2.1 DOHMH shall provide application assistance and health insurance education to individuals and families seeking enrollment into Medicaid programs.

2.2 DOHMH shall educate each applicant about managed care, by helping the applicant select a doctor and health plan and by assisting each applicant to navigate through the health care system, including conducting home visits to help expedite the application process, as appropriate.

2.3 DOHMH shall provide targeted outreach, education, and application assistance to uninsured clients eligible for Medicaid or Medicaid clients when they are due to renew their

coverage. These clients may consist primarily of residents who obtain services in DOHMH health centers or participate in DOHMH's programs. This Medicaid application and renewal assistance will be provided through June 30, 2022 or until the State takes over the Medicaid renewal process.

2.4 DOHMH shall employ special initiatives, such as outreach, screening and referrals, to link its application assistors with uninsured children eligible for Medicaid who are: seeking services at DOHMH health centers, or who are applying for the Children with Special Health Care Needs Program, or the Early Intervention Program. DOHMH application assistance staff will provide home visits to help expedite the enrollment process for vulnerable, high risk children in Medicaid and Medicaid Spend-Down programs.

2.5 HRA will provide reports, documents, and other information as necessary to allow DOHMH to perform its duties under this Agreement.

ARTICLE 3. STAFF REQUIREMENTS

3.1 DOHMH shall provide staffing at levels and titles consistent with those set forth in the Budget, which is incorporated herein by reference and included as **Attachment A**.

ARTICLE 4. TERMS OF PAYMENT

4.1 HRA agrees to submit a claim on behalf of DOHMH to the Office of Temporary Disability Assistance ("OTDA") on the basis on actual expenditures submitted to HRA in an amount not-to-exceed a yearly budget of \$8,064,557.00 for Fiscal Years 2020-2022, in accordance with **Attachment A**.

4.2 HRA hereby grants approval for all modifications to line items in the Budget that do not exceed 10% of the value of the total annual budget as long as the total annual budget remains unchanged. Prior to making any reallocations or other changes that would exceed 10% of the total annual budget, DOHMH shall submit a written request for approval of the modification to HRA. DOHMH shall not make any such changes without the prior approval of HRA.

4.3 DOHMH shall submit monthly reports that include information on: (1) the number of clients receiving application or renewal assistance and the disposition of these applications or renewals in accordance with data available through HRA systems or NY State of Health systems, as appropriate; (2) the number of home visits; and (3) the number of clients receiving education and outreach activities. Within each of these reporting categories, DOHMH will identify the DOHMH Health Centers or program area within which the client participates, if applicable. HRA in consultation with DOHMH will provide details on format and content of these reports, which may evolve over time as needed and appropriate. The monthly report shall be sent via email and hard copy to:

New York City Human Resources Administration
Office of Citywide Health Insurance Access
150 Greenwich Street, 37th floor
New York, NY 10007
Attn: Audrey M. Diop, Managing Executive Director
Email: diopa@dss.nyc.gov

4.4 DOHMH shall forward to HRA documentation (inter-agency expenditure report) in support of the Administrative expenses including overtime and OTPS expenditures described in Attachment A, such as basic travel, supplies, equipment, informational material. The documentation should be submitted on a quarterly basis within thirty (30) days following the end of the quarter.

4.5 HRA will in turn submit a claim for these expenditures to NYS Office of Temporary Disability Assistance (“OTDA”). Reimbursement to DOHMH shall be subject to NYS reimbursement. Upon receipt of reimbursement from OTDA, HRA will forward, and DOHMH agrees to accept as full reimbursement the amount settled by OTDA. 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.

4.6 DOHMH shall submit quarterly Inter-Agency expenditures reports to:

Director
Finance Office-Bureau of Claims & Reimbursement
150 Greenwich Street, 34th Floor
New York, New York 10007

4.7 The Inter-Agency expenditure reports shall be signed by the Director of DOHMH’s fiscal department or designee and shall include the following typed language:

“I hereby certify that this expenditure report is for articles received, services rendered or amounts expended on behalf of the City of New York, that is correct as to the prices 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 described on this expenditure report.”

4.8 All invoices for the prior Fiscal Year must be submitted for payment no later than July 15th of the Fiscal year.

ARTICLE 5. NOTICES AND COMMUNICATIONS

5.1 All notices and communications to the parties under this Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Returned Receipt Requested, or by

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overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender.

5.2 All notices and correspondence to HRA shall be delivered to the following addressee and address:

NYC Human Resources Administration
Office of Citywide Health Insurance Access
150 Greenwich Street, 37th Floor
New York, NY 10007
Attn: Audrey M. Diop

5.3 All notices and correspondence to DOHMH shall be delivered to the following addressee and address:

Deputy Commissioner
Prevention and Primary Care
New York City Department of Health and Mental Hygiene
2 Gotham Center, CN-52
42-09 28th Street
Queens, New York 11101

With a copy to:
Assistant Commissioner
Primary Care Access and Planning
New York City Department of Health and Mental Hygiene
42-09 28th Street
Queens, New York 11101

Office of the General Counsel
New York City Department of Health and Mental Hygiene
2 Gotham Center, CN-52
42-09 28th Street
Queens, New York 11101.

ARTICLE 6. RETENTION OF RECORDS

DOHMH will retain all books, records and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any City, State, and Federal auditors, and any other person duly authorized person by HRA shall have full access to and the right to examine any of these records during this period.

ARTICLE 7. PUBLICITY

7.1 The prior written approval of HRA is required before DOHMH or any of its employees, servants, agents, or independent contractors, at any time, either during or after completion or

termination of this Agreement, makes any statement to the press or issues any communication bearing on the work performed or data collected under this Agreement.

7.2 If DOHMH publishes a work dealing with any aspect of performance under this Agreement, or if the results and accomplishments attained in such performance, HRA shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

ARTICLE 8. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and City, 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, and 45 CFR 84 and 85.

ARTICLE 9. CONFIDENTIALITY

9.1 All client information obtained, learned, developed, or filed by DOHMH or HRA concerning recipients of services, including data contained in official HRA files or records, shall be held confidential by DOHMH pursuant to the provisions of the Social Services Act, 42 U.S.C.A 1306 (1998), and any applicable regulations promulgated thereunder, and shall not be disclosed by DOHMH to any person, organization, agency, or other entity except as authorized or required by law.

9.2 All or the reports, information, or data furnished, prepared, assembled, or used by DOHMH or HRA under this Agreement are to be held confidential, and DOHMH agrees that the same shall not be made available to any individual or organization without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been directed by a court to make the disclosure.

9.3 Nothing herein shall be construed to prohibit the publication of statistics so classified as to prevent the identification of the participants.

9.4 The Parties agree to hold confidential all protected client specific information obtained pursuant to this Cooperative Agreement, and to abide by the provisions of New York State Social Services Law; New York State Public Health Law Article 27F; New York State Mental Health Laws; New York State Public Officers Laws; and all applicable federal and state laws and regulations.

9.5 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.”

9.6 All provisions of this Article shall remain in full force and effect following the termination of cessation of the services required by this Agreement.

ARTICLE 10. SURVIVAL

The Provisions of Article 6 and Article 9 shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

ARTICLE 11. SUPERVISION REQUIREMENTS

In compliance with the NYS 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 12. TERMINATION

12.1 Either HRA or DOHMH shall have the right to terminate this Agreement in whole or in part:

- A. Without cause, by giving other thirty (30) days’ prior written notice to such effect; or
- B. Immediately, if for cause, as determined by HRA or DOHMH, as the case may be, exercising its reasonable judgment.

12.2 HRA shall have the right to terminate this Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.

12.3 In the event that HRA does terminate this Agreement, DOHMH shall not incur or pay any further obligation pursuant hereto beyond the termination date. Any obligation necessarily incurred by DOHMH on account of this Agreement prior to receipt of the notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement. In no event shall the word “obligation: as used herein be construed as including any lease agreement, oral or written, entered into between DOHMH and its landlord.

ARTICLE 13 – POSTING ON NYC.GOV

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

ARTICLE 14. MODIFICATION

This Agreement may be modified by the parties in writing in a manner not materially effecting the substance hereof. It may not be altered or modified orally.

ARTICLE 15. 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 caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

THE CITY OF NEW YORK
Department of Health and Mental Hygiene


BY:  _____

NAME: Assunta S. Rozza

TITLE: Deputy Commissioner, Finance

DATE: May 7TH, 2020

THE CITY OF NEW YORK
Department of Social Services
Human Resources Administration

BY:  _____

NAME: Vincent Pullo

TITLE: ACCO

DATE: 8/6/2020

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this _____ day of _____, 2020, before me personally came
_____ known by me to be the
_____ of the DEPARTMENT OF SOCIAL SERVICES OF THE

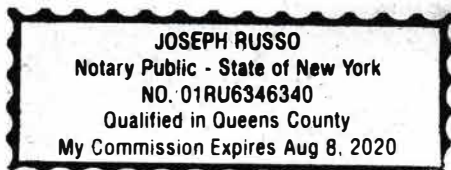
HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person
Described in and who executed the foregoing instrument, and acknowledged to me that he/she
executed the same for the purposes therein mentioned.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF ~~NEW YORK~~ ^{Queens})

On this 7th day of May, 2019^{20²⁰}, before me personally came Assunta
Rozza known to be the Deputy Commissioner/Chief Financial Officer of the DEPARTMENT
OF HEALTH AND MENTAL HYGIENE of the CITY OF NEW YORK, the person described
in and who executed the foregoing instrument, and acknowledged to me that he executed the
same for the purposes therein mentioned.

Joseph Russo
NOTARY PUBLIC



Made pursuant to Executive
Order 202.7.

ATTACHMENT A

FY20 DOHMH Health Stat Budget Proposal - WORKSHEET

Bureau	Description	Head Count	FY20 (3% Approved CB)	FY21	FY22
FULL-TIME					
PCAP	Administrative Community Relations Specialist N/M	15.00	1,034,223.00	1,034,223.00	1,034,223.00
PCAP	Administrative Contract Specialist M-I	1.00	105,060.00	105,060.00	105,060.00
PCAP	Administrative Manager N/M I	1.00	65,847.00	65,847.00	65,847.00
PCAP	Administrative Manager N/M II	1.00	98,591.00	98,591.00	98,591.00
PCAP	Assistant Coordinating Manager	1.00	52,384.00	52,384.00	52,384.00
PCAP	Clerical Associate III	1.00	43,049.00	43,049.00	43,049.00
PCAP	City Research Scientist I	4.00	270,594.00	270,594.00	270,594.00
PCAP	City Research Scientist II	1.50	213,947.00	213,947.00	213,947.00
PCAP	City Research Scientist III	1.00	95,790.00	95,790.00	95,790.00
PCAP	Community Coordinator	6.00	442,640.00	442,640.00	442,640.00
PCAP	Computer Associate (Operations)	1.00	56,650.00	56,650.00	56,650.00
PCAP	Coordinating Manager (HMH)	1.00	75,513.00	75,513.00	75,513.00
PCAP	Health Services Manager M-II	3.00	268,083.00	268,083.00	268,083.00
PCAP	Health Services Manager M-III	1.50	214,686.00	214,686.00	214,686.00
PCAP	Principal Administrative Associate I	2.00	105,038.00	105,038.00	105,038.00
PCAP	Procurement Analyst I	1.00	53,135.00	53,135.00	53,135.00
PCAP	Public Health Adviser I	2.00	86,631.00	86,631.00	86,631.00
PCAP	Public Health Adviser II	8.00	424,251.00	424,251.00	424,251.00
PCAP	Public Health Educator II	1.00	71,651.00	71,651.00	71,651.00
PCAP	Public Health Educator III	3.00	229,600.00	229,600.00	229,600.00
PCAP	Supervising Public Health Advisor	5.00	304,283.00	304,283.00	304,283.00
DIIT	IT Support	1.00	95,481.00	95,481.00	95,481.00
	Subtotal FT	62.00	4,407,127.00	4,407,127.00	4,407,127.00
PCAP	College Aide	-	56,877.00	56,877.00	56,877.00
	PCAP Subtotal PT	-	56,877.00	56,877.00	56,877.00
PCAP	Differentials		90,608.00	90,608.00	90,608.00
PCAP	Overtime		25,000.00	25,000.00	25,000.00
	Sub-Total PS, Differentials and OT		4,579,612.00	4,579,612.00	4,579,612.00
	Fringe Benefits @ 48.01%*		2,115,862.00	2,115,862.00	2,115,862.00
	Fringe Differential + OT @ 48.01%*		55,504.00	55,504.00	55,504.00
	Total Personnel Services	62.00	6,750,978.00	6,750,978.00	6,750,978.00
OTHER THAN PERSONNEL SERVICES					
PCAP	100 - Supplies		35,000.00	35,000.00	35,000.00
PCAP	199 - Computer Supplies		14,668.00	14,668.00	14,668.00
PCAP	451 - Local Travel		5,000.00	5,000.00	5,000.00
PCAP	671 - Training Prgm City Employees		20,000.00	20,000.00	20,000.00
PCAP	400 - License costs		51,450.00	51,450.00	51,450.00
PCAP	332 - Computers		13,491.00	13,491.00	13,491.00
PCAP	686 - Consultants		99,581.00	99,581.00	99,581.00
	Total Other Than Personnel Services		239,190.00	239,190.00	239,190.00
Total DOHMH		62.00	6,990,168.00	6,990,168.00	6,990,168.00
	DOHMH Indirect @ 15.37%**		1,074,389.00	1,074,389.00	1,074,389.00
Total Healthstat Budget		62.00	8,064,557.00	8,064,557.00	8,064,557.00