

**INTRA-CITY AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND
THE NEW YORK CITY DEPARTMENT OF EDUCATION**

Agency Nurse Tracking (ANT) System

INTRA-CITY AGREEMENT effective as of July 1, 2020 between the **New York City Department of Health and Mental Hygiene** ("DOHMH"), having its principal office located at 42-09 28th Street, Long Island City, New York 11101 and the **New York City Department of Education** ("DOE"), having its principal office located at 52 Chambers Street, New York, New York 10007.

WHEREAS, The **Office of School Health (OSH)** is a joint program of the New York City Department of Education (DOE) and the New York City Department of Health and Mental Hygiene (DOHMH). School Health Nursing Services are provided for the City's 1.4 million school children by both DOE and DOHMH staff nurses; and

WHEREAS, in order to provide continuous services and to ensure that every need is met, OSH contracts nursing services through various vendors for long term (post) coverage, short term coverage, as well as for other various needs such as 1:1, after school, special events (trips), and transportation services; and

WHEREAS, in order to accurately track payments associated with contracted agency nurses and ensure that payments are made for services rendered, the Office of School Health has established the **Agency Nurse Tracking (ANT)** system. This system will enable OSH to link payment with services rendered, track costs by service provided, and ensure that the DOE and DOHMH are each funding their own responsibilities; and

NOW, THEREFORE, the parties hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from July 1, 2020 through June 30, 2023 ("Term") unless sooner terminated by either party in accordance with the provisions set forth in Section 13 of this Agreement. This Agreement may be renewed on an annual basis upon mutual written consent.
2. **Project Plan.** Both parties shall implement the ANT system and DOHMH shall reimburse DOE for actual nursing services provided during the term of this Agreement, in accordance with the provisions of the Project Plan, which is attached hereto and incorporated herein as **Annex A**. This agreement does not include budget or expenditures related to summer school.
3. **Reimbursement and Schedule of Payment.**
 - a- In accordance with the reimbursement formula and timelines in **Annex A and B (which are annexed hereto and made a part of this Agreement)** DOHMH shall reimburse DOE through intra-City payment transfers arranged through the Comptroller of the City of New York (the "Comptroller") for nursing services performed in Fiscal Years 2021, 2022 and 2023 for a Maximum Reimbursable Amount of \$37,500,000.00.

Schedule of Payments:

1st Quarter of FY 2021, FY 2022, FY 2023:	\$3.125M.
2nd Quarter of FY 2021, FY 2022, FY 2023:	\$3.125M.
3rd Quarter of FY 2021, FY 2022, FY 2023:	\$3.125M.
4th Quarter of FY 2021, FY 2022, FY 2023:	\$3.125M

b- Invoice. DOHMH shall reimburse DOE within thirty (30) days after receipt of a DOE invoice, in form acceptable to DOHMH, for actual nursing 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.**

c- Reimbursement for services performed will be made in accordance with the Budget annexed hereto as **Annex B.**

4. **Comptroller.** Upon the execution of this 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 DOHMH to DOE accounts for the purpose of making periodic payments in accordance with this Intra-City Agreement.
5. **Submission of Invoices.** DOE will endeavor to submit its final detailed invoice within 30 days prior to the end of the term for this Agreement and no later than August 15 of 2021, 2022, and 2023.

6. Reconciliation Process.

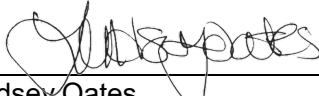
a. DOE will provide DOHMH with an expenditure report, containing the name of the school requiring coverage, the agency providing service type provided, dates of coverage, reason for coverage, the agency providing coverage, the billable hours provided hereunder during the billing period, the applicable hourly rates, and total cost therefore. Such expenditure report shall be submitted together with each 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 Nurse Services provided. The final Payment will be made based on reconciled expenditure report reflecting actual costs incurred.
7. **Disallowances.** DOHMH shall review the expense reports and supporting documentation as required, and may disallow any expenses that were not rendered, documented and/or authorized in accord 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 ANT system implementation and will mutually agree upon programmatic changes to realize efficiencies and correct errors, and shall cooperate fully in the implementation and evaluation of the ANT system.
 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 Intra-City 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. **Annexes** - Annex A and Annex B are attached hereto and hereby made a part hereof.
 13. **Termination.** Either of the parties may terminate this Intra-City Agreement upon 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 and, except as otherwise specified in this Agreement, directed to the address of the parties as follows:

NYC Dept. of Health & Mental Hygiene 42-09 28th Street Long Island City, NY 11101 Attention: Roger Platt	NYC Department of Education 28-11 Queens Plaza North, Room 402 Long Island City, NY 11101 Attention: Michael Fikes
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 15. **Prevailing agreement.** This MOA supersedes all previous existing agreements between the parties regarding contracted nursing services.

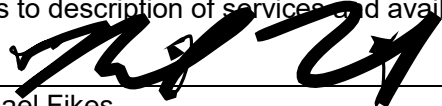
The parties hereto have executed this Intra-City Agreement on the dates appearing below their respective signatures.

New York City Department of Education

Signature: 
Name: Lindsey Oates
Title: Chief Financial Officer

Signature: *Nikki Dimanche*
Name: Nikki Dimanche
Title: Sr. Executive Director of Operations, DSCW

Approved as to description of services and availability of funds:

Signature: 
Name: Michael Fikes
Title: Sr. Director of Operations, OSH

Approved as to legal sufficiency:

DocuSigned by:
Akane Tsuchiya-Saltzman
Name: Akane Tsuchiya-Saltzman
Title: Attorney, Office of the General Counsel

New York City Department of Health and Mental Hygiene

Signature: *Judi Rich Soehren*
Name: Judi Soehren
Title: Agency Chief Contracting Officer