

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH and MENTAL HYGIENE
AND
THE CITY UNIVERSITY OF NEW YORK
PIN# 21EN029701R0X00

THIS MEMORANDUM OF AGREEMENT ("MOA") effective as of July 1, 2020 between the New York City (the "City") Department of Health and Mental Hygiene ("DOHMH") with offices located at 42-09 28th Street, Queens, New York 11101-4132, and the City University of New York ("CUNY") organized and existing under Article 125 of the Education Law of the Laws of the State of New York and having offices located at 205 East 42nd Street, New York, NY 10017. DOHMH and CUNY are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, DOHMH is charged with the authority to protect the health and welfare of the citizens of New York City, including enforcement of provisions of the New York City Health Code ("Health Code") Article 47 that regulates the care of children up to six years of age in child care services in order to protect their health, safety, and well-being; and

WHEREAS, the New York Early Childhood Professional Development Institute ("NYECPDI"), currently located at 14 Court Street, 31st Floor, Brooklyn, New York 11241 is a private-public partnership within CUNY that brings together a range of city agencies, private funders, and the nation's largest urban university, to build and administer a comprehensive system of professional development for individuals who work with young children in New York (the "Program"); and

WHEREAS, the Aspire Registry was launched in 2012 to provide valuable resources to early childhood professionals to evaluate and assist them in planning professional development activities, as well as providing access to verified information about the education, employment and training qualifications of providers; and

WHEREAS, New York City Health Code Article 47 requires all early childhood programs with DOHMH permits to maintain active organization Aspire Registry accounts. Regulations also require all individuals working directly with children have current Aspire Registry profiles. In addition, new professional development regulations require that all trainings are submitted to The Aspire Registry and receive a Quality Assured designation.

WHEREAS, CUNY will maintain accurate, verified education, employment and training information for all staff in DOHMH-permitted programs; and

WHEREAS, CUNY will perform outreach and communication activities to new and existing programs and staff to facilitate compliance with regulations and the creation and maintenance of organization and individual accounts.

WHEREAS, CUNY will identify and confirm trainers and training organizations meet recognized standards; and

WHEREAS, CUNY will provide DOHMH will program reports and continue to work toward development of a more robust data interface between the Aspire Registry and DOHMH's Child Care Activity Tracking System (CCATS).

WHEREAS, the Parties wish to enter into an agreement to set forth the conditions under which DOHMH will pay CUNY as set forth herein;

NOW THEREFORE, in consideration of the desire of the Parties to work in close collaboration in order to implement this Program, they do hereby agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The term of this MOA is July 1, 2020 to June 30, 2021 ("Term") unless terminated prior to the end of the Term pursuant to the terms of Article 6 herein, entitled "Termination."

ARTICLE 2 - DESCRIPTION OF SERVICES

NYECPDI shall provide services in the manner and at the level set forth in the attachment entitled "Scope of Work TERM: July 1, 2020 to June 30, 2021" annexed hereto and incorporated herein. NYECPDI will provide DOHMH with written reports each quarter detailing the work completed, including the tracking of expenses and the provision of services, as described in the attachment.

ARTICLE 3 - FINANCIAL PROVISIONS

The Parties acknowledge that, pursuant to a certain agreement dated October 20, 1983 between the Research Foundation of CUNY ("RF") and CUNY, the RF will act as CUNY's fiscal agent to administer the funds received pursuant to this MOA.

3.1 Maximum Reimbursable Amount ("MRA") and Payment

Upon receipt and approval of each of CUNY's invoices, DOHMH shall remit to CUNY a payment of its approved charges in accordance with the attachment entitled "Budget", annexed hereto and incorporated herein. Invoices shall be submitted no later than thirty (30) days after the end of the quarter to which it pertains, excepting only invoices covering the period of time prior to the date on which this MOA is fully executed. DOHMH may disqualify from payment any invoice received after that time. Invoices shall be accompanied by RF's computerized print-out and such other documentation as may be required by DOHMH.

DOHMH shall reimburse CUNY in an amount not to exceed Four Hundred Thousand 00/100 (\$400,000.00) dollars for services performed by NYECPDI during the Term, in accordance with the attached Budget.

Payment shall be made by DOHMH to RF upon receipt and approval of quarterly invoices submitted by RF for the services provided by CUNY. All payments hereunder are subject to availability of funds.

ARTICLE 4 - COMPLIANCE WITH THE LAW

The services to be rendered under this MOA shall be performed in accordance with all applicable provisions of Federal, State and Local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 5 - CONFIDENTIALITY

- 5.1 The standards of confidentiality that apply to personal identifying information, as promulgated by the Parties, will apply to all information received by CUNY from DOHMH in connection with this MOA. In the event that such standards of confidentiality differ, the more stringent confidentiality standards will be applied.
- 5.2 Furthermore, any personal identifying information received by DOHMH from CUNY must be retained under the same conditions of confidentiality that apply to CUNY. All information obtained, learned, or developed from CUNY shall be held confidential pursuant to applicable provisions of New York State Law, Federal Law, and any applicable regulations promulgated thereunder and shall not be disclosed to any persons or agencies except as authorized by law. Moreover, all parties understand that the release of confidential information to persons or agencies not authorized to receive such information is a class A misdemeanor.
- 5.3 The provisions of this Article shall remain in full force and effect following termination of this MOA.

ARTICLE 6 - TERMINATION

DOHMH and CUNY, jointly and severally, shall have the right to terminate this MOA in whole or in part and with or without cause, in writing, by agreement, signed on behalf of both of the parties to this MOA, or by individually giving not less than thirty (30) days prior written notice via certified mail to the other Party. Within ten (10) days of the date of such termination agreement or the receipt of written notice by one of the Parties, the Parties shall meet to draw up procedures for closing or transferring cases and/or services. In the event of termination by either Party, CUNY shall be reimbursed for all work performed and all non-cancelable obligations incurred up to and including the date of termination.

ARTICLE 7 - MODIFICATION

This MOA may be modified by mutual consent of the parties in writing. It may not be altered or modified orally.

ARTICLE 8 - AUDITS

In the event of an audit of this MOA by any funding entity, both Parties agree to cooperate with such audit requirements.

All receipts, management and disbursement of funds provided by the City pursuant to this MOA, and the books, records and accounts evidencing such receipts, management and disbursements, are subject to audit by the City, including the City Comptroller, pursuant to the powers and responsibilities conferred upon the City by the New York City Charter and Administrative Code (the "Charter" and "Administrative Code," respectively), as well as all orders and regulations promulgated pursuant thereto.

ARTICLE 9 - MISCELLANEOUS

- 9.1 This MOA has been freely negotiated by Parties. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this MOA or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted the MOA or any provision thereof.

9.2 Upon termination of this MOA, no further obligations may be incurred under this MOA on behalf of either Party.

ARTICLE 10 - RECORDS

The Parties agree to maintain copies of all their respective records related to this MOA for a period of six (6) years after termination or modification of the MOA, whichever is later. Federal, State, or City auditors, and any persons duly authorized by DOHMH or CUNY shall have full access to and the right to examine any of the said documents during said six (6) year period.

ARTICLE 11 - NOTICES

All notices and requests hereunder by either party shall be in writing, and except as otherwise specified in the MOA, directed to the address of the parties as follows:

City University of New York
New York Early Childhood Professional Development Institute
205 East 42nd Street, 11th Floor
New York, New York 10017

Attention: Derek Davis
Title: General Counsel and Senior Vice Chancellor for Legal Affairs

With a copy to:

Research Foundation CUNY
230 West 41st Street, 7th Floor
New York, New York 10036

Attention: Kyung Hur
Title: Assistant Director of Grants and Contracts

New York City Department of Health and Mental Hygiene
42-09 28th Street,
Queens, New York 11101

Attention: Simone Hawkins
Title: Assistant Commissioner, Childcare

ARTICLE 12 - ENTIRE AGREEMENT

This MOA contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOA 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 have executed this MOA by their duly authorized representatives, as of the date first above written:

THE CITY UNIVERSITY OF NEW YORK

BY: _____

Derek Davis

Sr. Vice Chancellor for Legal Affairs and General Counsel

DATE: _____

October 9, 2020

Approved As To Form

Jean Margot

The City University of New York

Office of the General Counsel

Date: 10/01/2020

THE CITY OF NEW YORK

DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BY: _____

Judi Rich Soehren

Judi Rich Soehren

Agency Chief Contracting Officer

NYC Department of Health & Mental Hygiene

DATE: _____

09-29-2020

Attachments:

- Scope of Work
- Budget