

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

THIS INTRA-CITY AGREEMENT effective as of **July 1, 2020** (“**Agreement**”), is by and between the **New York City Department of Health and Mental Hygiene (“DOHMH”)**, having its principal office located at 42-09 28 Street, Long Island City, New York 11101, and the **New York City Department of Investigation (“DOI”)**, having its principal office located at 180 Maiden Lane, New York, New York 10038 (referred to herein as a “**Party**” and collectively as the “**Parties**”).

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 New York City Health Code (“**Health Code**”) Article 47, regulating the care of children up to six years of age in child care services as part of protecting their health, safety and well-being; and Article 43, regulating the care provided to children in school-based programs;

WHEREAS, DOI has responsibility for investigating corruption, criminal activity, gross mismanagement and conflicts of interest of employees of New York City and, pursuant to New York State Executive Law section 837-m, only DOI has the authority to submit fingerprints to the NYS Department of Criminal Justice Services (“**DCJS**”) and receive results regarding the New York State and Federal criminal history records of individuals selected for positions, or in positions, providing childcare services regulated by DOHMH;

WHEREAS, background checks of childcare providers and their employees and volunteers is necessary for the provision of safe childcare in New York City and are required by Health Code sections 43.13 and 47.19; and

WHEREAS, the Parties and the New York City Administration for Children’s Services (“**ACS**”) (which operates, funds and supports childcare services) entered into an Intra-City Agreement effective July 1, 2013, regarding the fingerprinting of child care workers, and subsequently entered into renewals of that agreement effective July 1, 2015, and July 1, 2017, and expiring on June 30, 2020 (collectively referred to as the “**Prior Agreement**”); and

WHEREAS, as of September 2019, section 390-b(11) of the NYS Social Services Law requires that background clearances for childcare providers and their employees and volunteers in New York City “meet the requirements of any federal laws and regulations pertaining to the child care development and block grant and the related federally approved plans of the state of New York”;

WHEREAS, the applicable federal law is the Child Care and Development Block Grant (CCDBG) Act, 42 U.S.C. § 9857 *et seq.*, as amended; section 418 of the Social Security Act (42 U.S.C. § 618), and regulations are 45 CFR Parts 98 and 99, specifically 45 CFR section 98.34, which was amended in 2016 to significantly expand the background checks required of childcare providers, decrease the period of time allotted to complete the checks, and limit the ability of individuals to work for a childcare provider until all checks are completed by the

licensing agency and it determines whether a prospective employee is eligible to work for the childcare provider; and

WHEREAS, DOI, in order to have the capacity and flexibility to accommodate the anticipated number of fingerprint appointments created by the expanded background checks required by law, has engaged DCJS's vendor, at no cost to the City, in order to provide fingerprinting services at locations throughout the city; and

WHEREAS, ACS terminated its involvement in the Prior Agreement effective January 5, 2020, and no longer requires DOI to submit fingerprints for childcare providers and their employees.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Parties agree to the Agreement as follows:

1. TERM, RENEWAL AND TERMINATION

- A. This Agreement shall commence on the date of execution and be in effect through June 30, 2021 ("Term").
- B. The Parties may renew this Agreement in writing for a period or periods of up to an additional three (3) years, subject to the mutual agreement of the Parties and the availability of funds.
- C. Either Party may terminate this Agreement, in whole or in part, within sixty (60) days written notice to the other Party. Neither Party shall incur or pay any further obligations pursuant to this Agreement beyond the termination date. If the Agreement is to be terminated, the Parties shall establish a plan for termination that will avoid to the maximum extent practicable, disruption to the work and to the affected employees, and ensures compliance with all applicable laws and regulations.

2. SCOPE OF SERVICES

- A. DOI shall (i) have fingerprints submitted to DCJS, (ii) receive and process criminal history record results from DCJS, and (iii) deliver such results to DOHMH within ten (10) business days of receipt; all fingerprint results will be electronically transmitted to DOHMH by a secure server as agreed by the Parties.
- B. DOHMH shall provide funding to DOI for staffing costs, personnel services and other than personnel services, required to support a headcount of up to five (5) full-time DOI staff, or their equivalent, so that DOI may meet its obligations under the Agreement. See **Exhibit A**, which is attached hereto and incorporated by reference.

3. REIMBURSEMENT AND METHOD OF PAYMENT

- A. In light of the budget contained in **Exhibit A**, DOHMH shall reimburse DOI an amount not to exceed \$264,500 for Fiscal Year 2021 (“Not to Exceed Amount”). The budget for subsequent years of services provided by DOI to DOHMH pursuant to the Agreement will be based on updated staffing and budget amounts determined by the Parties. Funds transferred to DOI shall be used solely in accordance with the terms and conditions outlined in the Agreement; however, DOI shall have no obligation to maintain positions listed in Exhibit A. In the event that this Agreement is terminated, DOI will remit to DOHMH the balance of the Not to Exceed Amount for the portion of the Term for which DOI will not be performing services pursuant to the Agreement.
- B. DOHMH will cause the transfer of funds to DOI pursuant to the terms set forth in this Agreement, in quarterly payments.

4. NOTICES

Any notice to be sent pursuant to this Agreement shall be sent by certified mail, return receipt requested, as well as by email to the Parties as follows:

If to DOHMH: Simone C. Hawkins
Assistant Commissioner
DOHMH Bureau of Childcare
125 Worth Street, WS 3-126
New York, NY 10013
shawkins5@health.nyc.gov

With a copy to: Roslyn Windholz, Esq.
Acting General Counsel
NYC Department of Health and Mental Hygiene
42-09 28 Street, CN-30
Long Island City, New York 11101
rwindhol@health.nyc.gov

If to DOI: Leslie Dubeck, Esq.
Deputy Commissioner and General Counsel
NYC Department of Investigation
180 Maiden Lane
New York, New York 10038
ldubeck@doi.nyc.gov

5. MISCELLANEOUS

- A. Confidentiality. The Parties agree to hold all individually identifiable information

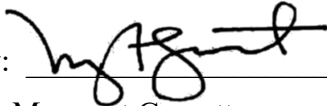
obtained, learned or developed under, or in connection with, this Agreement confidential in accordance with applicable federal, state, and local laws, rules and regulations.

- B. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and an original. An electronic copy of a signature received in Portable Document Format (PDF) or a copy of a signature received via a fax machine or email shall be deemed to be of the same force and effect as an original signature on an original executed document.
- C. Entire Agreement. This Agreement sets forth the entire agreement between DOHMH and DOI as it relates to the matters set forth within the Agreement, superseding all prior agreements and understandings, written or oral, and may be modified only through the mutual, written agreement of all Parties.
- D. Modification. No amendment or waiver of any provisions of this Agreement shall be effective unless the same shall be in writing and signed by the Parties.

[The remainder of this page is intentionally left blank.]

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

NEW YORK CITY DEPARTMENT OF INVESTIGATION

By:  _____
Margaret Garnett
Commissioner

Date: 12/4/2020

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By:  _____
Judi Soehren
ACCO/Assistant Commissioner

Date: 11/23/20