

MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL
HYGIENE
AND
THE NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS

Intra City Agreement dated as of the 1st day of July 2010 between the New York City Department of Health and Mental Hygiene (“DOHMH”), 125 Worth Street, New York, New York 10013 and the New York City Department of Consumer Affairs (“DCA”), 42 Broadway, New York, New York 10004.

WITNESSETH

WHEREAS, DOHMH and DCA had previously entered into an Intra-City Agreement, effective as of November 3, 1996, in connection with the opening of the Citywide Licensing Center by DCA and the transfer of responsibility for administrative tasks related to issuing DOHMH permits, licenses and other authorization to DCA; and

WHEREAS, DOHMH and DCA desire to continue the arrangement for further period of time upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: TERM

The term of this Agreement shall be from July 1, 2010 through June 30, 2011, and shall thereafter be automatically renewed for a series of two-year periods unless either party provides the other of its intention not to renew the Agreement at the end of the initial or renewal term.

ARTICLE II: SCOPE OF SERVICES

CITYWIDE LICENSING CENTER WORKPLAN

A. The DCA shall:

1. Designate a permanent member of the DCA staff (the “Coordinator”) who will be responsible for generally ensuring smooth coordination between the DOHMH and the DCA. The DCA Health Coordinator will initiate contact with, or respond to requests from, the DOHMH about licensing and permitting.
2. Operate on a Monday – Friday schedule that allows for the efficient and orderly handling of Licensing Center customers. Any significant change in the Licensing Center hours of operation will be communicated to the DOHMH at least thirty (30) days in advance unless due to causes beyond its control.

3. Review all applications for DOHMH licenses and permits¹ for completeness and accuracy according to guidelines and procedures prepared by the DOHMH and according to applicable laws and regulations as of MOU agreement date. Accept and determine all basic and routine appeals of application filing requirements for all licenses and permit; except for waivers or modifications of the Health Code, and enter the relevant notations in CAMIS records.
4. Register qualified applicants for courses administered by the DOHMH Health Academy.
5. Accept payments for license/permit fees in person and via mail, including those received via the DOHMH lockbox, and for courses administered by the DOHMH Health Academy in person only. DCA shall process payments in compliance with Directive One standards and requirements. Also, according to Directive One standards and requirements, DCA shall perform regular reconciliation of payments and receipts.

¹ This Memorandum of Understanding will apply to all DOHMH licenses, permits and/ or renewals required by the Administrative Code and Charter of New York City and the Rules of the City of New York, including Guard Dog Registration, Carriage Horse License, Riding Horse License, Horse Stables, Shelter for Homeless Animals, Sale of Small Animals, Small Animals Boarding Establishment, Small Animal Grooming Establishment, Small Animal Training Establishment, Food Service Establishments (without Frozen Dessert Machine, with Frozen Dessert Machine, for a public school cafeteria, operated by a fraternal or charitable organization once a week or less, for a non-public school cafeteria operated by a non-profit organization, for a non-public school cafeteria operated by a for-profit organization with Frozen Dessert Machine, for non-public school cafeteria operated by a not-for-profit, fraternal or charitable organization, operated by a shelter, operated by an Emergency Food Relief Organization, operated by a senior citizen center, operated by a DOHMH contracted facility, or operated by a NYS facility), Frozen Dessert Manufacturer, Mobile Food Unit (full-term citywide, full-term Brooklyn, full-term Bronx, full-term Queens, full-term Staten Island, full-term restricted, full-term disabled veteran/person, seasonal citywide), Mobile Food Vendor (full-term, seasonal), Non-Retail Food Processing Establishment (wholesale food establishments, mobile food depots/commissaries, fish/shellfish), Temporary Food Service Establishment (i.e., Street Fair), After School and Youth Center, Barber Shop, Compressed Air to Sell/Give Away, Day Camp, Infant Formula, Inhalation Therapy—Purveyor, Inhalation Therapy—Supervising Technician, Inhalation Therapy—Technician, Pathogens, Smoke Free Air Act Exemption, Tattoo Artist, Transportation of Butcher's Refuse, Weight Reducing Group, Chiropractor, Clinics (Bone Densitometer X-Ray, CT Scanner, Digital Mammogram X-Ray, Dental X-Ray, Fluoroscopic X-Ray, Linac X-Ray, Mammographic X-Ray, Large non-Hospital Facility, Small non-Hospital Facility, Other type X-Ray, Radiographic X-Ray, Stereotactic X-Ray, Research Labs, HIPS Groups/Clinic, Shared Health Facility, Misc. Radiation Equipment, Linear Accelerators, Radiologist, X-Ray Laboratory, Nursing Home), Dentist, Hospital (voluntary, proprietary, state, municipal), Industrial Establishment, Physician (Bone densitometer, mobile van), Podiatrist, Osteopath, Veterinarian, Bathing Beach, Bathing Establishment (annual with pool, annual without pool, seasonal with pool, seasonal without pool), Import/Manufacture Bottled Water to Drink, Import/Transport/Sell Water Not to Drink, Private Sewage Disposal (treatment plant, pumping station), Registration of Outlet from Disposal Facility, Commercial Treatment of Water Coils, Water Pollution Control (treatment plant, pumping station), Water Potability Certificate, Adding Chemicals to Water Supply, Non-Potable Well Water, Potable Well Water, and Health Academy Classes (animal handling, food protection, infection control—tattoo, swimming pool operator, mobile food vending).

6. Prepare DOHMH fee payments for deposit and ensure regular delivery to the bank. Provide the DOHMH with regular copies of the deposit slips for their FMS input and recordkeeping. Provide DOHMH Revenue Bureau with supporting documentation received from the bank for all lockbox deposits. Review accuracy of lockbox deposit transaction reports received from the bank and makes corrections to CAMIS.
7. Process refund requests and enter the relevant notations in CAMIS records.
8. Print and distribute application materials, renewal notices, licenses and permits and other correspondence in regard to licensing and permitting, including dunning notices not prepared in conjunction with the regular renewal notices. A document generation schedule for renewal notices shall be prescribed by the DOHMH. The DCA shall be made aware of any changes to that schedule at least thirty (30) days before the earliest revised date.
9. Obtain and distribute choking signs and other signs and postings required of new DOHMH license and permit holders and, upon request, for individual existing DOHMH license and permit holders.
10. Receive and cooperate in 3-1-1, FOIL and subpoena inquiries pertaining to licensing and permitting, including questions about license or permit status/ownership and questions about the application requirements and process. The DOHMH shall provide requested assistance in producing extensive data listings when DCA is unable to do so within a timely manner.
11. Maintain all necessary and appropriate CAMIS records, including up-to-date list of current licensees, permit holders, license or permit status, and payment information. Data handling and database access and maintenance will comply with Directive One standards and requirements.
12. Respond within thirty (30) minutes between the hours of 9:00 AM and 4:30 PM, to any request made by an inspector in the field to the designated DCA staff about the status of a licensee, license applicant, permit holder or permit applicant.
13. Assist in developing, testing, implementing and maintaining the NYCServ system as it relates to licensing only.
14. The DCA will also be responsible for training Licensing Center staff on the use of the NYCServ and CAMIS systems.
15. Purchase goods and services necessary for the functioning of the Licensing Center and the processing and/or issuing of licenses and permits, including DOHMH decals used in the inspection process.

16. Maintain active DOHMH license and permit files in an organized fashion in file cabinets and retain hard copies of documents pertaining to inactive DOHMH licenses and permits for up to four (4) years following its most recent expiration date. Purge and remove outdated license and permit files on an annual basis in accordance with the DOHMH Records Retention Schedule. DOHMH will provide a list of licenses and permits to be purged and such folders will be given to DOHMH for further actions.
17. Perform the above tasks in a timely manner, with the highest level of quality control and within acceptable standards of performance; the measures of which are to be jointly agreed upon by both DCA and DOHMH.
18. Notify the DOHMH in the case of unusual delay in performing the above tasks.

B. The DOHMH shall:

1. Designate a permanent member of the DOHMH staff (the "Liaison") who will be responsible for generally ensuring smooth coordination between the DCA and the DOHMH. The Liaison will initiate contact with the DCA, or respond to requests for information or clarification of the Health Code, Administrative Code, DOHMH policies or guidelines from the DCA, about licensing and permitting issues.
2. Include the DCA Health Coordinator and the appropriate DCA senior staff in any decision to make changes to the law or policy that affects DCA operations and provide written guidelines and procedures as a result of legal and/or policy changes at least sixty (60) days, or as soon as feasibly possible, before any changes are to go into effect. If the DOHMH does not meet its responsibilities, or if the implementation of such changes are not feasible solely due to DOHMH's failure to inform DCA within the above timeframes, or despite DCA's good faith effort, the DCA may delay the implementation of such changes.
3. Ensure that the DCA is supplied with current laws and regulations affecting DOHMH licenses and permits. In addition, a summary of any changes in the laws or rules governing these requirements must be communicated to the DCA in writing at least sixty (60) days, or as soon as feasibly possible, before the change goes into effect. (Change made from 60 business days)
4. Ensure that the DCA is supplied with current license and permit application forms and coversheets. The DCA must be consulted prior to final sign-off on any proposed changes that require modifications to CAMIS, NYCServ and/or to Licensing Center procedures. Any changes to any forms must be provided to the DCA at least sixty (60) days, or as soon as feasibly possible, before the change goes into effect.

5. Establish mobile food vendor waiting lists according to guidelines or law.
6. Respond within (30) minutes to any request made to the DOHMH Liaison, between the hours of 9:00 AM and 4:30 PM, when a member of the public is awaiting service at the Licensing Center and DCA requires counsel and guidance for legal and policy interpretation and waivers of license or permit requirements.
7. Provide timely counsel and guidance, as requested by the DCA for legal and policy interpretation, waivers, of license or permit requirements, appeals for mobile food vendors, denials and permit transfers on a case by case basis.
8. Maintain required revenue reporting and tracking documents in FMS and in hardcopy.
9. Receive checks returned for insufficient funds (also known as “no good checks” or “bounced checks”) and adjust the appropriate CAMIS records accordingly.
10. Attempt to recollect on returned checks. If successful, the DOHMH will process the payment in CAMIS/NYCServ within ten (10) business days of its receipt and adjust the appropriate CAMIS records accordingly.
11. Notify the DCA Health Coordinator via email within one (1) business day after making a determination that a DOHMH license or permit should be reinstated.
12. Notify the DCA in the case of any unusual delay in performing the above tasks.
13. Using the Quarterly Statistical and Management Reports and the Quarterly Financial Reports, oversee the Agreement with the DCA to ensure that all of this agreement’s provisions are being conducted as agreed upon and in a timely manner.

ARTICLE III: PAYMENT

- A. For period ending June 30, 2011 DOHMH agrees to pay, and DCA agrees to accept for the services performed hereunder, an amount not to exceed \$1,919,774. For each future year, the parties shall mutually agree in advance on a budget and the amount which DOHMH is to pay for these services. In the event that the parties do not reach agreement by July 1 of any year on the budget for the next fiscal year beginning July 1, the budget shall be the current year’s budget plus any increased expense due to mandatory salary increases and associated OTPS increases. Any adjustments during a year can only be made by mutual agreement and by a written budget amendment.
- B. DOHMH shall make quarterly payments to DCA in an amount equal to DCA’s approved actual quarterly expenses in accordance with the budget.

- C. It is understood that all revenues accepted by DCA in relation to any and all DOHMH permits, licenses, authorization or courses shall be fully credited to DOHMH.

ARTICLE IV: MISCELLANEOUS

A. Quarterly Financial Reports

The DCA shall submit a detailed Quarterly Financial Report in a format regularly used by DCA requiring no additional equipment or training of staff, and shall submit supporting documentation the applicable expenses incurred by the DCA in the preceding three months. The report must be submitted to the DOHMH within thirty (30) days of the last day of the quarter. The DOHMH's quarterly payment will be remitted after receipt and approval of the DCA's Quarterly Financial Report and supporting documentation.

B. Retention of Records

The DCA agrees to retain all books, records, and other documents relevant to this Agreement and the services performed by DCA for four (4) years after the final payment or termination of this Agreement, whichever is later. City, State and Federal auditors and any other person duly authorized by the DOHMH shall have full access to and the right to examine any of said materials during said period.

C. Control of Employees

The Commissioner of the DCA, or his/her designees, will hire, evaluate, supervise and terminate, if necessary, employees that are responsible for any of the services to be performed hereunder by the DCA.

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

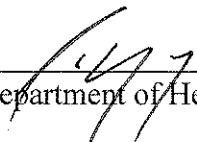
COMMISSIONER

DATE: 12.23.11



Department of Consumer Affairs

DATE: 1.20.12



Department of Health and Mental Hygiene