

**MEMORANDUM OF AGREEMENT** (this “**MOU**”) dated as of July 1, 2020 between the New York City Department of Health and Mental Hygiene, located at 42-09 28<sup>th</sup> Street, Long Island City, New York 11101-4132 (“**DOHMH**”) and New York City Health and Hospitals Corporation, a public benefit corporation H+H, located at 50 Water Street, New York, New York 10004 (“**H+H**”). DOHMH and H+H may each be referred to as a “**Party**” and together as the “**Parties.**”

**WITNESSETH**

**WHEREAS**, DOHMH is charged with the authority and responsibility to promote or provide public health programs and services designed to educate the public on the benefits of prevention and early detection of chronic diseases through medical screenings, immunizations, seminars and insurance enrollment; and

**WHEREAS**, H+H will work with InquisitHealth to use their diabetes peer support program to engage with patients in NYC neighborhoods with high rates of diabetes (the “**Program**”); and

**WHEREAS**, H+H is qualified to provide such services and has expressed willingness to perform the services described herein; and

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

**ARTICLE 1: TERM**

The term of this MOU shall be from July 1, 2020 through June 30, 2022, unless sooner terminated by either Party upon thirty (30) days’ written notice.

**ARTICLE II: SCOPE OF SERVICES**

H+H shall provide services in the manner and at levels set forth in the Scope of Services, annexed hereto and incorporated herein as Annex A.

**ARTICLE III: PAYMENT**

**Maximum Reimbursable Amount**

1. The Maximum Reimbursable Amount for the term of this MOU shall not exceed \$550,000.00 in accordance with the budget contained in Annex B, which is attached hereto and hereby made a part of this MOU.
2. The DOHMH shall have the right, in its sole discretion, to terminate this MOU in whole or in part, to reduce or re-allocate the Maximum Reimbursable Amount, or to reduce the scope, level, or type of services to be performed.

3. For contracts funded in whole or in part with City tax ley funds, funds remaining unspent or unobligated at the end of the City fiscal year cannot be used for goods or services performed in subsequent fiscal years. Therefore, all services must be performed, and all goods must be received, by the end of each applicable fiscal year in order to obligate the funds for reimbursement.
4. DOHMH shall reimburse H+H for the charges due to Inquisit in accordance with H+H's contract with Inquisit. H+H shall review all Inquisit invoices to ensure that they are due and payable under the terms of such agreement including that all Intuit services were properly performed. H+H shall pay Inquisit according to such contract. When H+H has approved and paid such invoices, H+H shall invoice DOHMH for the cost. Such invoices shall be accompanied by the Inquisit invoices and H+H's statement that the charges were reviewed, approved and paid. On receipt of H+H's invoices, DOHMH shall promptly either (a) remit payment to H+H; or (b) provide a written statement of any objections or questions about such invoices.

#### **ARTICLE IV: PROGRAM MONITORING AND EVALUATION**

H+H's performance hereunder will be evaluated based on its compliance with this MOU and the Scope of Services attached hereto as Annex A. The evaluation criteria include, but are not limited to: timeliness of deliverables and any applicable reports, timeliness of services, achievement of level of services, applicable program procedures and methods, program record keeping and reporting, timeliness and accuracy of fiscal reports and payment requisitions. H+H shall cooperate fully with DOHMH regarding the evaluation of the Program.

#### **ARTICLE V: INSURANCE**

H+H represents that it is indemnified by the City of New York (the "City") pursuant to the Operating Agreement dated June 16, 1970 between the City and H+H. Accordingly, and for so long as such agreement remains in effect, DOHMH waives any requirement that H+H maintain commercial insurance.

#### **ARTICLE VI: INDEMNIFICATION**

H+H shall defend, hold harmless and indemnify the City from liability upon any and all claims of any kind on ;account of injuries or death to any person or damages to property on account of any negligence, intentional tort, or failure to comply with the terms of this MOU by H+H, its officers, trustees, employees, agents, servants or independent contractors.

#### **ARTICLE VII: MODIFICATION**

This MOU may be modified only upon mutual agreement between the Parties set forth in writing and signed on behalf of each Party. It may not be modified orally.

#### **ARTICLE VIII: LEGAL COMPLIANCE**

Notwithstanding any other provision in this MOU, H+H remains responsible for ensuring that any service it provides pursuant to this MOU, complies with all pertinent provisions of federal, state or local statutes, rules and regulations, and that all necessary approvals thereunder have been obtained.

#### **ARTICLE IX: ENTIRE AGREEMENT**

This MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind the Parties, or to vary any of the terms contained herein.

#### **ARTICLE X: NOTICES**

All notices and requests hereunder by DOHMH shall be in writing, and except as otherwise specified in the MOU, directed to the address of the Parties as follows, and may alternatively, be given by email, provided and on condition that acknowledgement of receipt is given to the sender by email:

#### **DOHMH**

NYC Department of Health and Mental Hygiene  
Center for Health Equity and Community Wellness  
42-09 28<sup>th</sup> Street  
Long Island City, NY 11101  
Attention: Maria Regalado  
Title: Clinical Community Program Manager  
347-396-4729  
Email: [mregalado@health.nyc.gov](mailto:mregalado@health.nyc.gov)

#### **NYC H+H**

NYC Health & Hospitals Corporation  
50 Water Street  
New York, NY 10004  
Attention: Karyn Singer, MD  
Title: Assistant Vice President, Chronic Diseases Prevention  
Email: [Karyn.Singer@nychhc.org](mailto:Karyn.Singer@nychhc.org)

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first above written.

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

BY: 

TITLE: Vice President and Chief Population Health Officer  
Office of Ambulatory Care and Population Health

CITY OF NEW YORK  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BY: *Judi Rich Sohren*

TITLE: Chief Contracting Officer