

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
CDC ELC SUB-GRANT COVID -19 2020

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”), made as of **December 16, 2020**, (the “**Effective Date**”) between the New York City Department of Health and Mental Hygiene having an office at 42-09 28th Street, Long Island City, NY 11101 (“**DOHMH**”), and New York City Health and Hospitals Corporation, having an office at 125 Worth Street, New York, NY 10013 (“**H+H**”). H+H and DOHMH may each be referred to as a “**Party**” and together as the “**Parties.**”

WITNESSETH:

WHEREAS, H+H operates the public hospital system of the City of New York; and

WHEREAS, DOHMH is charged with the responsibility and the authority to promote or provide public health programs, by among other things, testing and tracing the spread of infectious diseases; and

WHEREAS, the U.S Department of Health and Human Services, Centers for Disease Control and Prevention (the “**CDC**”) awarded to DOHMH grant 6 NU50CK000517-02-03 for work on Epidemiology and Laboratory Capacity for COVID-19 of which it sent a Notice of Award dated December 16, 2020 (the “**ELC Grant**”); and

WHEREAS, DOHMH wishes to subcontract with H+H for the performance of a portion of the work required under the ELC Grant and H+H is willing to perform such work; and

WHEREAS, a portion of the ELC Grant funds will be allocated to H+H to pay the costs of its ELC Grant work; and

WHEREAS, the Parties wish to collaborate with each other in the performance of the work required under the ELC Grant.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties hereby agree as follows:

1. The Parties:

- (a) DOHMH is the grantee of the ELC Grant Travelers Health Project for \$937,500.00

(b) H+H is the subrecipient of the ELC Grant, which will perform a portion of the work required under the ELC Grant and as such will receive a subaward for its performance.

2. Incorporation of ELC Grant Terms. H+H acknowledges receipt of the ELC Grant, the ELC Enhancing Detection: Questions & Answers, the CDC's ELC Performance Measures Guidance for Project E: Enhancing Detection, DOHMH's ELC Enhancing Detection Performance Measure Reporting Template, DOHMH's ELC Enhancing Detection: Jurisdictional Testing Plan Template, DOHMH's ELC Enhancing Detection Workplan and Budget, DOHMH's RedCap COVID Financial Report Template for H+H monthly expenditure reporting, DOHMH's ELC NYC Redirection Request Form for budget modification /redirection request, Equipment Inventory Report and DOHMH's ELC Enhancing Detection Milestones Reporting Template (the "**Grant Documents**"). The Grant Documents are incorporated herein as if fully set out in this MOU.

3. H+H's Duties. H+H shall undertake the following work pursuant to the ELC Grant Travelers Health Project:

(a) *Scope.* The Scope of Work is set forth in **Annex A₂**, annexed hereto and incorporated herein. Schedule I, lists the work to be performed by DOHMH and the subrecipients, including H+H. H+H shall perform the activities detailed in the Scope of Work, in a manner satisfactory to DOHMH and otherwise in accordance with the ELC Grant. Schedule I may be amended from time to time by the Parties in consultation with OMB. Among the changes that the Parties shall consider shall be those necessary to implement the Jurisdictional Testing Plan H+H has submitted and, if such plan is adopted, how H+H will be accountable for commitments identified therein.

(b) *Compliance with Grant Documents.* In performing its work pursuant to the Grant Documents, H+H shall not do anything or fail to do anything that would cause DOHMH to be out of compliance with the requirements of the Grant Documents. Where DOHMH is required to submit any reports to the CDC pursuant to the Grant Documents, H+H shall compile reports on its activities under the Grant such that DOHMH may include such reports with its reports for submission to the CDC. H+H shall comply with any reasonable request of DOHMH to get its reports, as aforesaid, to DOHMH sufficiently in advance of the CDC's deadline for DOHMH's submission that DOHMH will have time to integrate H+H's report with its own prior to the CDC deadline.

(c) *Monitoring of H+H.*

(i) In compliance with the ELC Grant, if requested by DOHMH or the CDC, H+H shall permit an independent auditor access to the H+H's records and financial statements maintained in connection with its performance under the Grant Documents.

(ii) DOHMH may monitor the performance of H+H and its contractors against the goals and performance standards or measures set forth in the Scope of Work.

4. DOHMH's Duties. DOHMH shall promptly provide H+H all communications received from the CDC pertaining to the Grant. DOHMH will provide H+H notice when a reporting document is due under the ELC Grant, in compliance with **Schedule II**, as the same may be amended by the CDC so H+H can provide DOHMH such document before it is due to the CDC. DOHMH shall comply in a timely manner with any reasonable requests of H+H for guidance as to successful management of the grant, including H+H requests that require clarification or approval from the CDC. If DOHMH participates in telephone calls with the CDC to track progress on workplan milestones, it shall advise H+H in advance of such calls and provide H+H an opportunity participate in such calls at H+H's discretion.

5. Funding; Budget; Payment.

(a) The total amount of all funds to be disbursed under this MOU to H+H, are tentatively identified in the Budget, attached hereto and incorporated in this MOU as **Annex B**.

(b) H+H shall send monthly reports to DOHMH of ELC Grant expenses. DOHMH shall report total expenditures to the CDC. If DOHMH or OMB, is required by the Federal Grant Funds Rules or the CDC, to provide a more detailed breakdown of expenses, H+H shall timely provide such information in the form and content prescribed by DOHMH.

(c) H+H acknowledges that DOHMH, as the recipient of the ELC Grant, is required to comply with appropriation restrictions contained in the Grant Documents. DOHMH, in collaboration with OMB, shall secure the funding, necessary for the payment of H+H's invoices hereunder from OMB for providing services in compliance of the Scope of Work as the same may be amended. DOHMH reserves the right to request additional proof of costs incurred from H+H with respect to its performance hereunder.

(d) Upon receipt and approval of the monthly NYC H+H's invoice , DOHMH shall remit to NYC H+H a payment of its approved charges in accordance with the budget contained in Annex B and Reimbursement provisions in Annex A. Invoice shall be submitted no later than 30 days after the end of each month. Payment is based on the successful completion of reporting obligations.

6. Term and Termination The term of this MOU is December 16, 2020 through December 15, 2021. The Parties acknowledge that the term of the ELC Grant is 12 months. Either Party may terminate this MOU upon 30 days' notice to the other, without cause. If either Party so terminates this MOU, the Parties shall negotiate a written plan for an orderly transition to ensure the continued administration of the Program.

7. Miscellaneous.

(a) *Modifications.* The terms of this MOU may not be modified except by a written instrument executed by all Parties.

(b) *Non-assignability of this MOU.* This MOU shall not be assigned, transferred, conveyed, or otherwise disposed of, in whole or in part, unless the prior written approvals of the Parties are obtained.

(c) *Award terms.* Grant recipients and its subrecipients must comply with all applicable terms and conditions of award, federal laws, regulations, and policies, including: the CDC General Terms and Conditions for Non-research Awards.

(d) *Close-outs.* H+H, shall assist the City, DOHMH and its representatives with the satisfaction of all CDC Close-Out Requirements and shall maintain records in regard to this subaward for six years, after the final distribution of subaward funds or termination of this MOU, whichever is later.

(e) *Entire agreement.* This MOU constitutes the entire agreement between the Parties for the use of ELC Grant funds and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties regarding to the ELC Grant.

(f) *Notices.* Notices and requests hereunder by any Party shall be in writing and be delivered and mailed as registered or certified mail, postage paid, to the address of the Parties set forth as follows:

New York City Department of Health and Mental Hygiene
42-09 28th Street
Long Island City, NY, 11101
Attn: Sami Jarrah, Chief Financial Officer/ Deputy Commissioner

New York City Health and Hospitals Corporation
125 Worth Street, Rm 527
New York, New York 10013
Attn: General Counsel


The Parties may change the address above by providing written notice thereof to the other Parties.

(g) *No Third-Party Rights*. Nothing in this MOU shall create any rights in any third parties and no third party shall have any right to enforce any term hereof.

(h) *Counterparts*. This MOU may be executed in counterparts, and the execution pages may be delivered electronically, including by pdf.

IN WITNESS WHEREOF, this MOU has been duly executed by the Parties as of the day and year first above written.

New York City Health and Hospitals Corporation

By: 
Name: Theodore Long, M.D.
Title: Sr. Vice President of Ambulatory Care

New York City Department of Health and Mental Hygiene

By: 
Name: Judi Rich Soehren
Title: Chief Contracting Officer