

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND
THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES**

Homeless Street Outreach and Housing Placement Services

MEMORANDUM OF UNDERSTANDING (“Agreement” or MOU”) between the New York City Department of Health and Mental Hygiene (“DOHMH”), having its principal office located at 42-09 28th Street, Long Island City, New York 11101 and the New York City Department of Homeless Services (“DHS”), having its principal office located at 33 Beaver Street, New York, New York 10004 (each a “Party” and collectively the “Parties”).

WHEREAS, DOHMH is a Local Governmental Unit (“LGU”) as defined in Mental Hygiene Law, Section 41.03(5); and

WHEREAS, pursuant to Mental Hygiene Law, Section 41.07, DOHMH, as an LGU, may provide local or unified services and facilities directly or may contract for the provision of those services by other units of local or state government, by voluntary agencies, or by professionally qualified individuals; and

WHEREAS, DHS, through its contracts with various service providers (“Service Provider”), provides outreach services to individuals who are unsheltered and homeless throughout the five boroughs and within the New York City Subway System, such as case management, housing permanency planning and clinical interventions with the goal of promoting clients’ reintegration into meaningful community life (“Street Homeless Outreach”); and

WHEREAS, these services are funded by City tax levy funds and Federal funds received by DOHMH from the NY State Office of Mental Health (OMH) under CFDA 93.958 (“CMHS Block Grant Adult”);

WHEREAS, DHS is a pass-through entity (as defined in 2 CFR § 200.1) for the Federal Grant Funds and accordingly subject to 2 CFR Part 200;

WHEREAS, the Parties have the authority to enter into this MOU pursuant to New York City Charter § 1121, “Agreements Concerning Performance of Agency Administrative Functions”;

NOW, THEREFORE, the Parties to this MOU agree as follows:

- 1. Term of Agreement.** The term of this Agreement shall be from 07/01/2020 to 06/30/2025 (“Term”), and shall be renewed once for an additional one (1) year period, subject to the Parties’ mutual consent, DOHMH written approval, budget appropriations, and the availability of funds, unless sooner terminated by either party in accordance with the provisions set forth Section 9 of this Agreement. The Scope of Services and Budget set forth in Appendices A and B, respectively, may be revised by mutual agreement of the Parties, with the Parties written approval, and in the manner prescribed by the Parties.
- 2. Scope of Services.** DHS shall provide the services set forth in the Scope of Services

attached hereto as Appendix A and made a part of this Agreement.

3. Contractor/Subrecipient Determinations.

- (a) Prior to entering into an agreement with a Service Provider, DHS shall determine whether the Service Provider is a “contractor” or “subrecipient” consistent with 2 CFR § 200.331 and DHS shall document the reasoning for its determination.
- (b) When DHS determines that the Service Provider is a subrecipient, DHS shall perform all monitoring, reporting, certification duties, and comply with all other requirements pursuant to 2 CFR Part 200.

4. Subrecipient Agreement Requirements. In addition to all other requirements for subrecipients agreements in 2 CFR Part 200, DHS shall include the following information in each subrecipient agreement that it enters into with a subrecipient:

Subaward Data (Required Pursuant to 2 CFR § 200.332(a))

(i)	Subrecipient Name:	[insert Subrecipient name, which must match the name associated with its unique identifier]
(ii)	Subrecipient Unique Entity Identifier:	[Insert Subrecipient DUNS #]
(iii)	Federal Award Identification Number (FAIN):	[Insert Federal Award ID #]
(iv)	Federal Award Date of award to the City by HUD:	[Insert date]
(v)	Subaward Period of Performance Start Date:	[Insert date]
	Subaward Period of Performance End Date:	[Insert date]
(vi)	Subaward Budget Period Start Date	[Insert date]
	Subaward Budget Period End Date	[Insert date]
(vii)	Amount of Federal Funds Obligated by this action by the City to the Subrecipient:	[Insert Total Agreement Funds]
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the City Including the Current Obligation:	[If additional federal awards have been awarded to the Subrecipient by the City, insert total amount, including the Total Agreement Funds indicated above]
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the City:	[Insert amount]
(x)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	[Insert description]
(xi)	Name of Federal Awarding Agency:	HUD
	Name of Pass-Through Entity:	City of New York
	Contact Information for City Awarding Official:	[Insert Contact Information]
(xii)	Assistance Listings number & title, including dollar amount made available under each Federal award and the Assistance Lists Number at time of disbursement	14.218 Community Development Block Grants
(xiii)	Identification of whether award is R&D:	[state yes or no]
(xiv)	Indirect cost rate for the Federal award (including if the de minimus rate is charged) per 2 CFR 200.414:	[insert indirect cost rate]

5. Implementation of Continuous Quality Improvement (CQI) Projects. DHS shall participate in CQI projects led by the DOHMH, Division of Mental Hygiene, Bureau of Mental Health for designated programs, unless exemption from CQI participation is noted in the scope of services attached herein as Appendix A. CQI participation

involves the collection, analysis and reporting of data to improve consumer outcomes.

- 6. Maximum Reimbursable Amount.** The maximum reimbursable amount for the term of this Agreement shall not exceed \$6,577,485 for each fiscal year of this Agreement for a total not to exceed \$32,887,425 in accordance with the Budget summary set forth as Appendix B, which is attached hereto and made a part of this Agreement and which shall be updated annually.
- 7. Reimbursement and Schedule of Payment.** DOHMH shall make quarterly, reimbursable payments to DHS based on documented expenses. Total payments shall not exceed the annual reimbursable amounts herein. DHS shall submit single quarterly claims for payment to invoiceintake@health.nyc.gov with a copy to MHyfinance@health.nyc.gov, reflecting documented expenses in accordance with the budget set forth in Appendix B. At the request of either party, the parties may jointly review expenses and revenues and may make appropriate revisions to the quarterly payment schedule and reconcile payments already made at any time.
- 8. Monitoring and Evaluation.** DHS shall submit program reports to DOHMH at intervals and in the manner and format prescribed by DOHMH, as set forth in Appendix A and made part of this Agreement. DHS reserves the right to reevaluate metrics and targets for program reports on an annual basis.

DOHMH shall monitor the Street Homeless Outreach programs based upon the reports specified in the Appendix A of this Agreement and CQI project submission materials including data reports in order to determine:

- (a) whether each program is providing the list of services required by its operating certificate and in Appendix A;
- (b) whether each program is attaining the targeted units of service that have been agreed upon by the parties and approved by DOHMH;
- (c) whether the reports [if any] required to be submitted in Appendix B of this Agreement have been provided; and
- (d) whether each program is implementing continuous quality improvement projects as defined by DOHMH.

DOHMH shall conduct bi-annual program audits and site visits which shall include examination of case records, program data, and other data relating thereto, and inspection of the premises.

- 9. Modification and Amendment.** This MOU may only be modified by a writing signed by authorized representatives of the Parties. It may not be altered, modified, rescinded, or extended orally.
- 10. Reduction of Public Funds.** Upon thirty (30) days' written notice by DOHMH that, after the signing of this Agreement, the City or Federal Grant Funds anticipated to be available to DOHMH for any/all City fiscal years included in the term of this Agreement have been reduced but not eliminated, (i) the budget for this Agreement shall be reduced by the amount of the reduction of the applicable funds, unless DOHMH consents to a lesser reduction, (ii) DOHMH shall submit a revised budget and scope of services to DHS; and (iii) the Agreement shall be amended to reflect this revised budget and scope of services.
- 11. Termination.** This Agreement may be terminated by either party upon 30 days notice to the other party
- 12. Program Termination.** In the event a program that is part of the Street Outreach Program is to be terminated, DHS will submit a program close-out plan and a proposed close-out budget to DOHMH thirty (30) days prior to closing unless the program is terminated under Section 11 of this Agreement. If DOHMH terminates a program under Section 11 of this Agreement, DHS will submit a program close-out plan and a proposed close-out budget to DOHMH fifteen (15) days prior to closing.
- 13. Confidentiality of Records.** DHS and DOHMH agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Agreement confidential in accordance with all applicable federal, state, and local laws, rules and regulations. The requirements under this paragraph will survive the termination of this Agreement.
- 14. Utilization Management.** At the option and request of DOHMH, DHS shall implement utilization management procedures in accordance with the directive of DOHMH, in order to ensure that consumers' eligibility for the services of these programs is periodically reviewed and that consumers no longer needing the same level of service in a specific program are discharged from that program and appropriately referred for further care as clinically indicated.

15. Notices. All notices and requests under this Agreement by either party shall be in writing and directed to the address of the parties as follows:

Notices to DHS shall be mailed to:

Attention: Cassandra White
Title: Deputy Commissioner
Department of Homeless Services
33 Beaver Street
New York, NY 10004
Tel: (718) 716-7500
Email: cwhite@dhs.nyc.gov

Notices to DOHMH shall be mailed to:

Jamie Neckles
Acting Assistant Commissioner
Bureau of Mental Health
NYC Department of Health & Mental Hygiene
42-09 28th Street, 19th floor
Long Island City, NY 11101
Tel: 347-396-7095
Email: jneckles@health.nyc.gov

16. Entire Agreement. This written Agreement contains all terms and conditions that the Parties agreed to concerning this matter. No other agreement, oral or written, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the Parties or to vary any of the terms contained herein.

THE REMAINDER OF THIS PAGE INTENTIONALLY IS LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set opposite their respective signatures.

NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE

Date:

By: Judi Rich Soehren
Judi Rich Soehren
Agency Chief Contracting Officer

Department of Homeless Services

Date:

By: Vincent Pullo
Vincent Pullo
Agency Chief Contracting Officer

Digitally signed by Vincent Pullo
DN: cn=Vincent Pullo, o=Department of Social
Services, ou=Agency Chief Contracting Officer,
email=pullo@ds.nyc.gov, c=US
Date: 2021.07.30 15:43:46 -04'00'

Approved as to form
New York City Department of Health and Mental Hygiene
Office of General Counsel

Lisa Landau /s/

Date: April 28, 2021

Approved as to Form
Certified as to Legal Authority

By: Lisa Landau
General Counsel
New York City Department of Health
and Mental Hygiene
As Acting Corporation Counsel
Pursuant to Delegation of Authority

Date: April 28, 2021