

MEMORANDUM OF UNDERSTANDING BETWEEN

**THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND THE
NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES/HUMAN RESOURCES**

ADMINISTRATION AND

THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES

COVID-19 Supplemental Round 3-Vaccination Program Plan-DSS-DHS

THIS MEMORANDUM OF UNDERSTANDING (hereafter, “**MOU**”), made as of **December 01, 2020**, (the “**Effective Date**”) between the New York City (“**City**”) Department of Health and Mental Hygiene, having an office at 42-09 28th Street, Long Island City, New York 11101 (“**DOHMH**”) and the City of New York acting through the Department of Social Services/ Human Resources Administration (“**HRA**”) having an office at 150 Greenwich Street, New York, N.Y. 10007,-and City of New York acting through the Department of Homeless Services (“**DHS**”) , having an office at 33 Beaver Street, New York, New York 10004 . DOHMH, HRA, and DHS may each be referred to as a “**Party**” and together as the “**Parties.**”

WITNESSETH:

WHEREAS, DOHMH is charged with the responsibility and the authority to promote or provide public health programs, including a COVID-19 vaccination program plan for the City; and

WHEREAS, DOHMH has filed a multi-agency grant and cooperative agreement application for a project with the Federal Centers for Disease Control and Prevention (“**CDC Grant**”) entitled “COVID-19 Supplemental Round 3-Vaccination Program Plan-HRA” (the “**Project**”); and

WHEREAS, DOHMH wishes to subgrant with HRA and DHS for the performance of a portion of the Project, and the Parties have expressed their willingness to perform and participate in such Project; and

WHEREAS, a portion of the funding received from the CDC Grant for the Project will be allocated to the Parties in order to pay their respective Project costs; and

WHEREAS, the Parties agree to collaborate with each other in order to successfully satisfy and meet the goals and objectives of the Project.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants herein, the Parties hereby understand and agree to the following:

1. The Parties:

- (a) DOHMH is the awardee of the CDC Grant and HRA and DHS have been designated as Subrecipients of the CDC Grant and will receive a subgrant to perform a portion of the work required under the CDC grant the amount of **\$2,684,999.00**. A general description of the Project and breakdown of the COVID-19 supplemental round 3 funding is provided by the “Project Abstract Summary”, attached hereto and made a part hereof as **Attachment A**.
 - (b) HRA and DHS, as Subrecipients of the CDC Grant, have agreed to perform certain work, described below, and as such will receive a subaward in accordance with the costs incurred in carrying out the Project.
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(c) Incorporation of Sub-Grant Terms. The Parties each acknowledge receipt of all required Federal documentation relating to the Project, including but not limited to Reporting Template, Workplan and Budget, DOHMH's Red Cap COVID Financial Report Template for each Party's monthly expenditure reporting, Request Form for budget modification /redirection request, Equipment Inventory Report and Milestones Reporting Template (the "**Sub-Grant Documents**"). The Sub-Grant Documents are incorporated herein as if fully set out in this MOU.

(a) HRA and DHS Duties. The Parties shall undertake the following work pursuant to the Project:

(a) *Scope.* The "Scope of Work" relative to each of the Parties is set forth in **COVID-19 Supplemental Round 3-Vaccination Program Plan-HRA and DHS ("CDC Grant Application")** attached to and made a part of this MOU, and lists the work to be performed by DOHMH, HRA, DHS and selected contractors. The Scope of Work of the Parties may be amended from time to time by the Parties in consultation with CDC.

The Scope of Work will include, but not be limited to, the following deliverables, as more specifically described in "**HRA and DHS Services**", attached hereto and made a part hereof:

1. HRA will implement a mobile vaccination model reaching approximately 250 domestic violence shelters and HASA emergency/transitional and other congregate housing locations per month
2. HRA and DHS will implement on-going education and outreach activities to address vaccine hesitancy in client and staff populations to increase vaccine uptake in both populations
3. DHS will operate 1 vaccine site to primarily serve staff working in congregate and similar settings serving homeless and at-risk populations who are otherwise eligible for vaccination
4. DHS will implement a mobile vaccination model reaching approximately 200 locations per month
5. DHS and HRA will provide access to the vaccine to minority groups

HRA

6. DHS will vaccinate its highly vulnerable homeless population and staff who work and live in these communities
7. HRA will vaccinate vulnerable and/or homeless populations

(b) *Compliance with CDC Grant Documents.* HRA and DHS, as CDC Subrecipients, agree that they shall not do anything or fail to do anything that would cause DOHMH to be out of compliance with the requirements of the Project. Where DOHMH is required to submit any reports to the CDC, HRA and DHS shall compile reports on its activities under the Project such that DOHMH may include such reports with its reports for submission to the CDC. HRA and DHS agree to 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 so that DOHMH will have time to integrate HRA and DHS's reports with its own prior to the CDC deadline.

(c) *Monitoring.*

- (i) In compliance with the Project, if requested by DOHMH or the CDC, HRA and DHS shall permit an independent auditor access to their records and financial statements maintained in connection with its role in the Project.
- (ii) DOHMH may monitor the performance of HRA and DHS and its contractors, if any, against the goals and performance standards or measures set forth in the CDC Grant.

(b) DOHMH's Duties. DOHMH shall promptly provide to HRA and DHS all communications received from the CDC that pertain to its role in the Project. DOHMH will provide HRA and DHS notice when a reporting document is due, as the same may be amended by the CDC so that HRA and/or DHS can provide DOHMH the reporting document before submitting it to the CDC. DOHMH shall comply in a timely manner with any reasonable requests of HRA and DHS for guidance related to successful management of the Project, including requests that require clarification or approval from the CDC. If DOHMH should participate in telephone calls with the CDC to track progress on the Project milestones, it shall advise -HRA and DHS in advance of such calls and provide an opportunity for them to join and participate in such calls.

(c) Funding; Budget; Payment.

(a) The Parties acknowledge that DOHMH, shall distribute a total amount not to exceed **\$2,684,999.00** to HRA and DHS, in accordance with the Budget attached hereto as **Attachment B**. The funding shall be allocated as follows: \$1,188,290.00 to HRA and \$1,496,79.00 to DHS. The Parties further acknowledge that \$417,000.00 (\$208,500.00 for HRA and \$208,500.00 for DHS) will remain with DOHMH for HRA and DHS Contractual Services under this MOU. The final funding to be transferred shall be as follows: \$979,790.00 to HRA and \$1,288,209.00 to DHS.

(b) HRA and DHS agree to submit monthly expenditure reports to DOHMH. DOHMH shall report total expenditures to the CDC. If DOHMH, is required by the Federal Grant Funds Rules or the CDC, to provide a more detailed breakdown of expenses, HRA and DHS shall provide such information in a timely fashion in the form and content prescribed by DOHMH or by the appropriate CDC financial template.

(c) The Parties acknowledges that DOHMH, is required to comply with appropriation restrictions relative to the Project. DOHMH shall secure the funding for the payment of invoices relative to Project expenses. DOHMH shall provide funds to HRA and DHS's budget to cover all Project expenses. DOHMH reserves the right to request additional proof from HRA and DHS with respect to their expenses relative to the Project for providing services in compliance with the scope of work.

(d) Term and Termination: The term of this MOU ("**Term**") shall commence as of the Effective Date hereinabove set forth and shall continue no later than June 30, 2022 or until such time that (i) all activities described in this MOU have been terminated, (ii) the subaward is depleted, (iii) the Subrecipients are no longer performing the activities relative to the Project; (iv) the date as of which the Parties agree in writing that all CDC Close-Out Requirements have been satisfied or (iii) such later date as the Parties may agree to in a signed writing. The Parties acknowledge that the term of the Project is 18 months (1.5 years). A Party may terminate this MOU upon 30 days' notice to the other Parties, without cause. If any Party elects to terminate this MOU, the Parties shall negotiate a written plan for an orderly transition process to ensure the continued administration of the Project.

(e) 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.* Sub-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.* HRA and DHS, 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. Upon receipt and approval of the monthly HRA and DHS invoice, DOHMH shall remit to HRA and DHS a payment of its approved charges in accordance with the budget contained in Annex B and the scope of work incorporated herein. 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.

(e) *Entire agreement.* This MOU constitutes the entire agreement between DOHMH and HRA and DHS for the use of funds received for the Project and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties.

(f) *Notices.* Notices and requests hereunder by either Party to the other 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: Rosa Pico, Deputy Commissioner of the Division of Finance

New York City Department Social Services/Human Resources Administration and
New York City Department of -Homeless Services
150 Greenwich Street
New York, New York 10038
Attn: Scott French, Chief of Staff


The Parties may change the address for such notice or request by providing written notice thereof to the other Party.

(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.

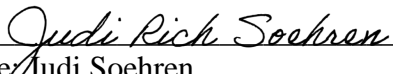
(h) *Counterparts.* This MOU may be executed in counterparts, and the execution pages may be delivered electronically, including by pdf.

IN WITNESS WHEREOF, this MOU has been duly executed by the authorized representatives of the Parties as of the Effective Date first above written.


New York City Department of Health and Mental Hygiene

By: 
Name: Celia Quinn Md
Title: Deputy Commissioner, Division of Disease Control
Date: October 21, 2021

New York City Department of Health and Mental Hygiene – Division of Finance

By: 
Name: Judi Soehren
Title: Agency Chief Contracting Officer
Date: 10/27/2021


New York City Department of Homeless Services

By: 
Print: Joslyn Carter
Title: DHS Administrator
Date: 2/9/22


**New York City Department of Social Services/
Human Resources Administration**

By: _____
Print: Vincent Pullo
Title: Agency Chief Contracting Officer
Date:

New York City Department of Health and Mental Hygiene

By: 
Name: Celia Quinn Md
Title: Deputy Commissioner, Division of Disease Control
Date: October 21, 2021

New York City Department of Health and Mental Hygiene – Division of Finance

By: 
Name: Judi Soehren
Title: Agency Chief Contracting Officer
Date: 10/27/2021

New York City Department of Homeless Services

By: _____
Print: Joslyn Carter
Title: DHS Administrator
Date:

**New York City Department of Social Services/
Human Resources Administration**

By: **Vincent Pullo** Digitally signed by Vincent Pullo
DN: cn=Vincent Pullo, o=Department of Social Services,
ou=Agency Chief Contracting Officer,
email=pullo@ds.s.nyc.gov, c=US
Date: 2022.02.08 11:10:10 -05'00'
Print: Vincent Pullo
Title: Agency Chief Contracting Officer
Date: 2/8/2022