

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF NEW YORK  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND DEPARTMENT OF  
INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS**

**COVID-19 Supplemental Round 3-Vaccination Program Plan-DOITT**

**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 New York City Department of Information Technology & Telecommunications, having an office at 2 Metro Tech 5<sup>th</sup> Floor, Brooklyn, New York 11201 (“**DOITT**”). DOHMH and DOITT 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 United States Department of Health an Human Services Centers for Disease Control and Prevention (“**CDC**”) (“**CDC Grant**”) entitled “COVID-19 Supplemental Round 3-Vaccination Program Plan-DOITT” (the “**Project**”), and

**WHEREAS**, DOHMH wishes to subgrant with DOITT 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:

**ARTICLE 1: The Parties**

- (a) DOHMH is the awardee of the CDC Grant. DoITT will be receiving a portion of the CDC Grant. DOITT, as a subrecipient of the CDC Grant, has agreed to perform certain work, described below, and as such will receive a sub-award in the amount of **\$7,592,034** in accordance with the costs incurred in carrying-out the Project.
- (b) A general description of the Project and breakdown of the Project’s funding is provided by the “**Project Abstract Summary**”, attached hereto and made a part hereof as **Attachment A**.

**ARTICLE 2: Scope of Services**

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- (a) Incorporation of Sub-Grant Terms. The Parties each acknowledge receipt of all required Federal documentation relating to the Project, consisting of DOHMH's Red Cap COVID Financial Reporting Overview, COVID-19 Supplemental Funding Programmatic Guidance Document, Performance Measures NCIRD COVID-19 Supplemental Funding, and FAQs COVID Supplement (collectively referred to herein as the "**Sub-Grant Documents**"). The Sub-Grant Documents are annexed hereto as **Attachment C**.
- (b) The Parties shall undertake the following work pursuant to the Project:
- a. The "Scope of Work" relative to each of the Parties is set forth within this section Article 2(b). and lists the work to be performed by DOHMH, DOITT and selected contractors for purposes of this MOU. The Scope of Work of the Parties may be amended from time to time by the Parties in consultation with CDC and the Mayor's Office of Management and Budget ("**OMB**")
  - b. DOITT's scope of work includes the following deliverables:
    - Toll-Free Service to route 1-877-VAX4NYC calls
    - Data plans for Apple iPads
    - AT&T Firstnet Data Unlimited for prioritized emergency broadband connectivity equipment secondary backhaul communications
    - Internet connectivity at Points of Dispensing ("POD") sites
    - Configuring and deploying various commercial-off-the-shelf ("COTS") applications including web mapping applications, location-based digital survey forms, geospatial dashboards, location-based analysis, Jupyter Notebook and Python scripting to facilitate operations, reporting analysis, and automation
  - c. *Parties' Compliance with CDC Grant Documents.* DOITT, as a CDC Subgrantee, agrees that it shall not do anything or fail to do anything that would cause DOHMH to be out of compliance with the requirements of the Project. DOHMH similarly agrees that it shall not do anything or fail to do anything that would cause the City to be out of compliance with the requirements of the Project. Where DOHMH is required to submit any reports to the CDC, DOITT shall compile reports on DoITT's activities under the Project such that DOHMH may include such reports with its reports for submission to the CDC. DOITT 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 DOITT's reports with its own prior to the CDC deadline.
  - d. *Monitoring.* In compliance with the Project, if requested by DOHMH or the CDC consistent with the terms of the CDC Grant, DOITT shall permit an independent auditor access to their records and financial statements maintained in connection with its role in the Project. DOHMH may monitor the performance of DoITT and its contractors, if any, against the goals and performance standards or measures set forth in Attachment C in the CDC Grant.
  - e. In addition to DOHMH's responsibilities under the CDC Grant, DOHMH shall promptly provide to DOITT all communications received from the CDC that pertain to DoITT's role in the Project. DOHMH will promptly provide DOITT advance notice when a reporting document is due, so that DOITT can provide DOHMH the reporting document before submitting it to the CDC. DOHMH shall comply in a timely manner with any reasonable requests of DOITT 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 DOITT in advance of such calls and provide an opportunity for DoITT to join and participate in such calls.

### **ARTICLE 3: Funding; Budget; Payment.**

(a) The Parties acknowledge that DOHMH is responsible for the distribution of funds to DOITT under this MOU. Upon receipt and approval of the monthly DoITT invoice, DOHMH shall remit to DoITT a payment of its approved charges in accordance with the budget contained in **Attachment B** with 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.

(b) DOITT agrees 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, DOITT shall provide such information in a timely fashion in the form and content prescribed by DOHMH.

(c) The Parties acknowledge 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 DoITT's budget to cover its Project expenses. DOHMH reserves the right to request additional proof from DoITT with respect to their expenses relative to the Project.

### **ARTICLE 4: Term and Termination:**

The term of this MOU ("**Term**") shall commence as of the Effective Date herein above 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 depletion of the subaward, (iii) the Subrecipient is 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.

### **ARTICLE 5: 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 and 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, annexed hereto as **Attachment D**.
- (d) *Close-outs.* DOITT, will provide assistance to DOHMH and its representatives with the satisfaction of 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 DOHMH, and DOITT 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, as well as emailed to the email address below if so indicated. The Parties may change the address for such notice or request by providing written notice thereof to the other Party:

If to DOHMH:

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

If to DoITT:

New York City Department of Information Technology and Telecommunications  
2 Metro Tech Center, P1 Level Mailroom  
Brooklyn, New York 11201  
Attn: Jessica Tisch, Commissioner

*With copy to:*

New York City Department of Information Technology and Telecommunications  
2 Metro Tech Center, P1 Level Mailroom  
Brooklyn, New York 11201  
Attn: Deputy Commissioner, Management and Budget

*With copy to:*

New York City Department of Information Technology and Telecommunications  
2 Metro Tech Center, P1 Level Mailroom  
Brooklyn, New York 11201  
Attn: Office of the General Counsel  
[legalservices@doitt.nyc.gov](mailto:legalservices@doitt.nyc.gov)

- (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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic, facsimile or PDF image signatures shall be treated as original signatures.
- (i) *Entire Agreement.* This MOU sets forth the entire agreement between the parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified, except by a writing signed by both parties.

**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: Darrin Taylor

Title: Assistant Commissioner

Date: 8/6/2021

**New York City Department of Health and Mental Hygiene Finance**

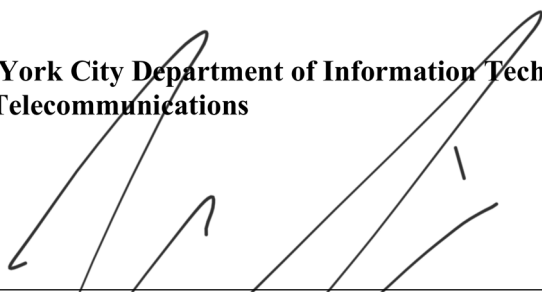
By: 

Name: Judi Soehren

Title: Agency Chief Contracting Officer

Date:

**New York City Department of Information Technology  
and Telecommunications**

By: 

Print: Name Jessica Tisch

Title: Commissioner

Date: \_\_\_\_\_