

INTRACITY AGREEMENT
BETWEEN
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
AND
NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Test & Trace Community-Based Organization Engagement Grant Program

THIS INTRACITY AGREEMENT (this “Agreement”) made as of December 1, 2020, (the “Effective Date”), by and between The City of New York (the “City”) acting by and through its Department of Health and Mental Hygiene with its principal place of business at 42-09 28th Street, Long Island City, NY 11101 (“DOHMH” or “Department”), and the New York City Health and Hospitals Corporation, a public benefit corporation created under the laws of the State of New York, having its principal place of business at 125 Worth Street, New York, New York 10013 (“H+H”) (each, a Party and together the Parties).

WITNESSETH:

WHEREAS, COVID-19, a novel coronavirus that has in recent months catalyzed a global health crisis and public health emergency, poses a grave risk to the health and safety of residents of and visitors to New York City; and

WHEREAS, among the public health emergency efforts to fight the spread of COVID-19, on May 8, 2020 the City announced the **COVID-19 Test and Trace Corps** to identify COVID-19 infections and trace the spread of COVID-19; and

WHEREAS, the COVID-19 Test and Trace Corps, headed by H+H, in partnerships with DOHMH and other City agencies, manages the Test & Trace Community-Based Organization Engagement Grant Program (“**T2 CBO Engagement Grant Program**”), which promotes, educates, and delivers information and services to New Yorkers regarding COVID-19 testing, prevention, and general public health messages; and

WHEREAS, through this Agreement, entered in response to an existing public health emergency, the Parties wish to delineate their responsibilities in the **T2 CBO Engagement Grant Program**; and

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

**TERM, SCOPE OF SERVICES, FINANCIAL PROVISIONS,
OTHER SPECIFICATIONS**

I. TERM AND TERMINATION

- A. **Term.** The term of this Agreement begins on December 1, 2020, (the “Effective Date”), and remains in effect for the duration of the COVID-19 pandemic, such duration being determined by the Parties in accordance with guidance from the Center for Disease Control and Prevention (CDC) (“Term”).
- B. **Termination.** Either Party to this Agreement may terminate it without cause provided that written notice of termination is given at least thirty (30) days prior to the effective date of the proposed termination. Upon termination of this Agreement, the Parties shall immediately cease the provision of all services provided under this Agreement.

II. RESPONSIBILITIES OF EACH PARTY TO THIS AGREEMENT

- A. The City recognizes that Community-Based Organizations (CBOs), including Faith-Based organizations (FBOs) are critical to supporting the City’s COVID-19 response and recovery efforts, particularly to ensure that communities hardest hit by COVID-19 have direct access to COVID-19-related information and services. Thus, the Parties wish to work with CBOs, who will inform and dissemination information regarding COVID-19 testing, prevention, and other public health messages to their communities.

B. DOHMH’s Responsibilities.

- III. DOHMH shall perform the services as provided in the Scope of Services, attached hereto, and incorporated herein as **Annex A**.
- IV. DOHMH will remain solely responsible for the conduct of its own employees, contractors, and consultants.
- V. DOHMH will be solely responsible all personnel matters including scheduling, benefits and compensation for all DOMH staff working with the **T2 CBO Engagement Grant Program**.
- VI. The Parties shall collaborate and consult with each other as is necessary to achieve the stated purposes of the **T2 CBO Engagement Grant Program**.

C. H+H’s Responsibilities.

- VII. H+H shall perform the services as provided in the Scope of Services, attached hereto, and incorporated herein as **Annex A**.
- VIII. H+H will remain solely responsible for the conduct of its own employees, contractors, and consultants.
- IX. H+H will be solely responsible all personnel matters including scheduling, benefits, and compensation for all H+H staff working with the **T2 CBO Engagement Grant Program**.

4. The Parties shall collaborate and consult with each other as is necessary to achieve the stated purposes of the **T2 CBO Engagement Grant Program**.

III. BUDGET

The Total Amount for the **T2 CBO Engagement Grant Program** is **\$3,000,000.00**, in accord with the service schedule contained in **Annex B, the Budget**, of this Agreement.

IV. MISCELLANEOUS

A. Confidentiality

1. Any information obtained in the course of performing this Agreement which may be confidential pursuant to federal, state or local law, including but not limited to, information on sexually transmitted diseases, as defined under Article 23 of the New York State Public Health Law (“PHL”) or HIV related information as defined in Article 27-F of the PHL, shall be kept confidentially by the Party receiving such information, unless written consent, in a form approved by the State Department of Health, is obtained from the person to whom such information pertains, or except as otherwise authorized by applicable laws. Each Party to this Agreement represents that it is familiar with Articles 23 and Article 27-F of the PHL and the regulations promulgated thereunder regarding confidentiality of sexually transmissible diseases and HIV related information.
2. All other information of a non-public nature received by either Party to this Agreement during its performance under this Agreement shall be kept confidential and shall not be disclosed except as required by the applicable law
3. The provisions of this section shall remain in full force and effect following the termination or expiration of this Agreement.

B. Compliance with Law

Each Party to this Agreement shall render all services under this Agreement in accordance with the applicable provisions of Federal, State, and local laws, rules, and regulations as are in effect at the time such services are rendered.

C. Notices

All notices and requests hereunder by either Party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows:

FOR DOHMH:

Michelle Morse, M.D., M.P.H.
Chief Medical Office & Deputy Commissioner,
NYC Department of Health and Mental Hygiene

42-09 28th Street
Queens, NY 11101
Email: mmorse1@health.nyc.gov

And

With a copy to: Lisa Landau
General Counsel
Email: LLandau@health.nyc.gov

FOR H+H:

Theodore G. Long, M.D., MHS
Senior Vice President Ambulatory Care and Population Health
NYC Health + Hospitals
50 Water Street, 17th Floor
New York, NY 10004
(646) 815-4040
Ted.Long@nychhc.org

With a copy to: Andrea Cohen
Senior Vice President for Legal Affairs and General Counsel
NYC Health + Hospitals
50 Water Street, 17th Floor
New York, NY 10004
(212) 788-3304
Andrea.cohen@nychhc.org

D. Entire Agreement; Amendments; Severability.

This written Agreement contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both Parties of this Agreement.

E. Execution.

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same agreement. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

F. Recordkeeping.

All Parties to this Agreement shall maintain for six (6) years from the termination of the Agreement any and all copies of all financial and work reports, and audits, which reflect and the services rendered hereunder and fiscal accountability of all monies appropriated

and spent thereby, make copies thereof available and submit such copies to any other party hereto upon request.

G. Modification.

This Agreement may not be modified or amended orally. Any modification or Amendment to this agreement must be in writing and approved by both parties (DOHMH & H+H).



H. Compliance

The Parties shall perform all services under this Agreement in accordance with all applicable federal, state and local laws as are in effect at the time this agreement is in effect.

I. Investigation

The Parties to this Agreement agree to fully cooperate with any investigation, audit or inquiry conducted by either Party to this Agreement, the City or the State of New York that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE</p> <p>By: </p> <p>Name: <u>Michelle Morse, MD MPH</u></p> <p>Title: Chief Medical Officer & Deputy Commissioner</p>	<p>NEW YORK CITY HEALTH AND HOSPITALS CORPORATION</p> <p>By: </p> <p>Name: <u>Theodore G. Long, MD, MHS</u></p> <p>Title: SVP, Ambulatory Care & Population Health</p>
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