

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND
NEW YORK CITY HEALTH and HOSPITALS (H + H)

PIN# 21PH011501R0X00

THIS MEMORANDUM OF AGREEMENT (“MOA”) effective as of July 1, 2020 between the **Department of Health and Mental Hygiene (“DOHMH”)** with offices located at 42-09 28th Street, Queens, New York 11101-4132, and **New York City Health and Hospitals Corporation (“H+H” or “Contractor”)**, a public benefit corporation having its principal office located at 125 Worth Street, New York, New York 10013.

W I T N E S S E T H

WHEREAS, DOHMH is charged with the authority to promote or provide public health programs and services in New York City; and

WHEREAS, NYC H+H operates New York City’s public hospital system; and

WHEREAS, DOHMH seeks to promote healthy pregnancies and early childhood development through prenatal care and pediatric primary care, with a focus on promoting the health of pregnant women, and development of children birth to age 5; and

WHEREAS, NYC H+H shall implement two (2) programs: the Centering Pregnancy and the Centering Parenting programs to support and educate parents in childcare; and

WHEREAS, H+H is capable of delivering the services required under this Agreement;

THEREFORE, in consideration of the desire of both H+H and DOHMH to work in close collaboration in order to implement these programs, the parties do hereby agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall be from July 1, 2020 – June 30, 2021 unless terminated pursuant to the terms of Article 6 herein, entitled “Termination.”

ARTICLE 2 – DESCRIPTION OF SERVICE

H+H shall provide services in the manner and at the level set forth in the Scope of Services, annexed hereto and incorporated herein as Annex A.

ARTICLE 3- REIMBURSEMENT

The Maximum Reimbursable Amount for this Agreement shall not exceed **One Hundred and Five Thousand dollars (105,000.00)** inclusive of out of pocket expenses, in accordance with the budget contained in the attached **Annex B (Budget)**. No liability shall be incurred by the City beyond the amount of such monies.

ARTICLE 4- COMPLIANCE WITH THE LAW

The services to be rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State and Local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 5 - CONFIDENTIALITY

- 5.1 The standards of confidentiality that apply to personal identifying information, as promulgated by H+H and DOHMH, will apply to all case information received by H+H from DOHMH in connection with this Agreement. In the event that such standards of confidentiality differ, the more stringent confidentiality standards will be applied.
- 5.2 Furthermore, any case information received by DOHMH from H+H must be retained under the same conditions of confidentiality that apply to H+H. Moreover, all parties understand that the release of confidential information to persons or agencies not authorized to receive such information is a class A misdemeanor.
- 5.3 The provisions of this Article shall remain in full force and effect following the termination of this Agreement.

ARTICLE 6 - TERMINATION

DOHMH and H+H, jointly and severally, shall have the right to terminate this Agreement in whole or in part and with or without cause, by mutual written termination agreement, signed on behalf of both of the parties to this MOA, or by individually giving not less than thirty (30) days prior written notice via certified mail to the other party. Within ten (10) days of the date of such termination agreement or the receipt of written notice by one of the parties, the parties to this MOA shall meet to draw up procedures for closing or transferring cases and/or services.

ARTICLE 7 - MODIFICATION

This Agreement may be modified by mutual consent of the parties in writing. It may not be altered or modified orally.

ARTICLE 8 - AUDITS

In the event of an audit of this Agreement by any funding entity, both parties will cooperate with such audit requirements by complying with auditors' requests for information and documents to the extent of available information and documents and of the applicable requirements for the production of such information and documents.

ARTICLE 9 - MISCELLANEOUS

- 9.1 This MOA has been freely negotiated by all parties hereto. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this MOA or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted the MOA or any provision thereof.
- 9.2 Upon termination of this MOA, no further obligations may be incurred under this MOA on behalf of either DOHMH and/or H+H.

ARTICLE 10 - RECORDS

The parties agree to maintain copies of all their respective records related to this MOA for a period of six (6) years after termination or modification of the MOA, whichever is later. Federal, State, or City auditors, and any persons duly authorized by DOHMH or H+H shall have full access to and the right to examine any of the said documents during said six (6) year period.

ARTICLE 11 - NOTICES

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

NYC Health and Hospitals
125 Worth St.
New York, New York 10007

Attention:
Title:

New York City Department of Health and Mental Hygiene
42-09 28th Street,
Long Island City, New York 11101

Attention:

Title:

[NO FURTHER TEXT ON THIS PAGE]

ARTICLE 12 - ENTIRE AGREEMENT

This written MOA contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement:

NEW YORK CITY HEALTH AND HOSPITALS

BY:

DATE: 7/21/20

**THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

BY:

DATE: 10/19/2020