

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW YORK**  
**Department of Health and Mental Hygiene**  
**And**  
**New York City Health and Hospitals Corporation**  
**PIN: # 21CD025701R0X00**

**AGREEMENT** dated as on **July 1, 2020** between the **CITY OF NEW YORK** (“City”) acting by and through its **Department of Health and Mental Hygiene** (“Department” or “DOHMH”) having its principal office located at 42-09 28<sup>th</sup> Street, Queens, New York 11101 and the **New York City Health and Hospitals Corporation** (“Contractor” or “NYC H+H”), 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.

**WITNESSETH**

**WHEREAS**, the Department of Health and Mental Hygiene 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**, NYC H+H has agreed to hire patient navigators at Bellevue Hospital Center, Coney Island Hospital Center, Elmhurst Hospital and Kings County Hospital Center; and

**WHEREAS**, DOHMH in this instance is the contract manager for funds being allocated by the NYC Council to NYC H+H for support of the patient navigators; and

**WHEREAS**, NYC H+H shall provide a monthly report of services provided to patients by the navigator to DOHMH as the deliverable item in exchange for funds;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

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

**I. TERM**

- A. Term.** The Term of this agreement begins on **July 1, 2020** for a period of one year (1) through **June 30, 2021**.
- B. Future funding.** Because the period of performance contemplated by this Agreement involves performance by Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of funds for such subsequent City fiscal years(s). Contractor also understands that the Department is under no obligation to continue its funding after the expiration of the term of this Agreement.

**II. SCOPE OF SERVICES**

The Contractor shall provide services in the manner and at the levels set forth in the Scope of Services, annexed hereto and incorporated herein as **Annex A**. Contractor shall submit to the Department, within thirty (30) days of completion of all services under this Agreement, a final report summarizing the services performed under this Agreement, including cumulative quantitative and qualitative data relative to the objectives and general operations of Contractor paid for through this Agreement. The Contractor shall ensure that its contractors, and staff performing services pursuant to this Agreement fulfill all applicable New York State licensing requirements.

**III. REIMBURSEMENT AND FINANCIAL REPORTS**

**A. Maximum Reimbursable Amount**

The Maximum Reimbursable Amount for this Agreement shall not exceed **\$374,211** 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.

**B. Invoices**

Invoices shall be submitted no more frequently than once every 30 days. The invoices shall be in a form established by the Commissioner and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by the Department. Upon receipt and approval of an invoice, the Department shall remit to Contractor a payment of its approved charges in accord with the budget contained in **Annex B (Budget)**. The City may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this Agreement or for failure to deliver any required service or work product to the satisfaction of the Department. Payment for the last month of the Agreement shall be contingent upon approval of the final report and bill by the Department.

(1) Request for Payment

All invoices and request for payment hereunder shall be in writing and directed to the Department as follows;

New York City Department of Health and Mental Hygiene DOHMH / Office of  
Fiscal Management  
P.O. Box 8400  
Long Island City, NY 11101-8400  
Attention: Invoice Processing Unit

**C. Audit**

All receipts, management and disbursement of funds provided by the City pursuant to this Agreement, and the books, records and accounts evidencing such receipts, management and disbursements, are subject to audit by the City, including the City Comptroller, pursuant to the powers and responsibilities conferred upon the City by the New York City Charter and Administrative Code (the "Charter" and "Administrative Code," respectively), as well as all orders and regulations promulgated pursuant thereto.

**IV. INDEMNIFICATION AND INSURANCE**

The Department acknowledges that NYC H+H does not maintain insurance, but because of the agreement between NYC H+H and the City, dated June 16, 1970 (the "Operating Agreement"), the City is obligated to defend and indemnify NYC H+H for certain claims arising in the performance of its healthcare mission.

**V. ASSIGNMENT, SUBCONTRACTING, AND USE OF CONSULTANTS**

This Agreement shall not be assigned by Contractor in whole or in part without the prior express written consent of the Department. Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. Contractor shall not employ any consultant (whether or not such consultant is a subcontractor) using funds obtained, in whole or in part, under this Agreement without the prior approval by the Department of the consultant. All subcontracts and consulting agreements paid for with funds obtained in whole or in part under this Agreement must be in writing.

**VI. PUBLICATION**

- A. The data shared are based on the goals established. NYC H+H retains ownership rights of data, and any use of NYC H+H 's data that retains NYC H+H identity must be approved, in advance, by NYC H+H.
- B. Any publication of NYC H+H data or publication of analysis based on NYC H+H data

must be approved, in advance, by NYC H+H.

- C. DOHMH agrees that it will notify NYC H+H Senior Director HIVS of any intent to publish or present results of any analysis of NYC H+H data. Such notification will include a brief summary of the analysis and results. DOHMH will include as authors NYC H+H's relevant staff, unless NYC H+H's Senior Director HIVS declines such acknowledgement in writing. The Senior Director HIVS must also provide feedback to DOHMH within 20 business days of receipt of DOHMH's brief summary. If the Senior Director HIVS does not provide feedback to DOHMH within the specified timeframe, any objection to the intent to publish is forfeited, but NYC H+H retains its' right of authorship.
- D. The parties agree to acknowledge each party's contribution, if any, to any publication or presentation supported by this agreement.
- E. Unless provided otherwise under applicable law, any DOHMH publication, study or analysis deemed to constitute "human research" and/or "research" as those terms are defined under Public Health Law §2441 (2) and 45 CFR § 46.102 (d), must satisfy the following conditions: 1. have prior approval by an Institutional Review Board (IRB) designated under or otherwise linked to NYC H+H's federal-wide assurance (FWA) with the United States Department of Health and Human Services' Office of Human Research Protections (OHRP); 2. Utilize an IRB registered with OHRP; 3. Utilize an IRB that has entered into an IRB Authorization Agreement with NYC H+H; 4. Obtain approval from NYC H+H's Office of HIV Services and Office of Research Administration; and 5. Obtain approval from DOHMH's IRB.

## **VII. 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 HN related information as defined in Article 27-F of the PHL, shall be kept confidentially by the Contractor, its agents, representatives, employees or volunteers, 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. The Contractor represents that it is familiar with Articles 23 and Article 27-F of the PHL and the regulations promulgated thereunder with regard to confidentiality of sexually transmissible diseases and HIV related information.
2. All other information of a medical nature received by the Contractor in the course of its performance under this agreement shall be kept confidential and shall not be disclosed except as permitted 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. Independent Contractor Status**

Contractor and the Department agree that Contractor is an independent contractor, and not an employee of the Department.

**C. Employees of Contractor**

No experts or consultants or employees of Contractor who are employed by Contractor to perform work under this Agreement shall be either employees of the Department or under contract to the Department, and Contractor alone is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement.

**D. Non-Discrimination**

Contractor shall not to engage in any unlawful discriminatory practice as defined and pursuant to the terms of Title VIII of the Administrative Code, the New York State Human Rights Law, and Federal law.

**E. Compliance with Law**

Contractor 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, including all applicable provisions pursuant to the New York Non-Profit Revitalization Act of 2013, as amended.

**F. Maintenance of Patient Records (if applicable)**

With regard to the services rendered hereunder, the Contractor shall be responsible for the appropriate maintenance and custody of medical records of any individual patient and the Department shall not have any responsibility for compliance with or response to, any subpoenas or other requests for individual patient information.

**G. Referrals**

No project services will be denied to an individual referred by the Department based on the individual's inability to pay.

**H. Availability of Reports, Surveys, Audits**

In addition to any other records required to be maintained and/or provided for inspection pursuant to this Agreement, Contractor shall maintain and make available to the Department for inspection, upon reasonable request, the following documents: audit reports; all programmatic records and accounts maintained in connection with this Agreement; publications, program research, and other reports prepared in connection with this Agreement.

Contractor shall maintain for six years copies of all financial and work reports, evaluation surveys and audits which reflect the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby, make copies thereof available and submit such copies to the Department upon request.

**I. Conflict of Laws/Forum**

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees that any and all claims asserted by or against the City arising under this Agreement shall be heard or determined either in the Federal or State courts located in the City and County of New York.

**J. 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:

New York City Department of Health  
& Mental Hygiene  
42-09 28<sup>th</sup> Street,  
WS 17-26  
Queens, New York 11101

NYC Health + Hospitals  
125 Worth Street, Room 527  
New York, New York 10013  
Attn: General Counsel

**K. Termination**

This Agreement may be terminated by either party to this Agreement with or without cause provided that written notice of termination is given at least thirty (30) days to the other party, prior to the effective date of the proposed termination. Upon termination of this Agreement, the Contractor shall immediately cease providing all services set forth in **Annex A** and return to the Department all Department equipment, materials and supplies within the possession and control of Contractor.

**L. 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.

**M. 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.

**ATTACHMENTS**

Rider 1  
Annex A: Scope of Services  
Annex B: Budget

**NO MORE TEXT ON THIS PAGE**

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

CITY OF NEW YORK,  
DEPARTMENT OF HEALTH AND  
MENTAL HYGIENE

NEW YORK CITY HEALTH AND  
HOSPITALS CORPORATION

By:

Judi Rich Soehren

Judi R. Soehren

Agency Chief Contracting Officer

Assistant Commissioner

By:

Paul A. Albertson

Print Name: PAUL A. ALBERTSON

Title: Vice President

Approved as to Form and  
Certified as to Legal Authority

Lisa Landau /s/

Lisa Landau

DOHMH General Counsel As Acting Corporation Counsel  
Pursuant to Delegation of Authority

Date: December 10, 2020