



**MODIFICATION OF MEMORANDUM OF UNDERSTANDING**

**Between**

**The New York City Human Resources Administration**

**And**

**New York City Health + Hospitals (formerly, NYC Health & Hospitals Corporation)**

This Memorandum of Understanding ("MOU") by and between the New York City Human Resources Administration ("HRA"), whose offices are located at 150 Greenwich Street, New York, New York 10007, as administering agency of the New York City IDNYC program, and New York City Health and Hospitals Corporation ("NYC Health + Hospitals") whose main offices are located at 125 Worth Street, New York, New York 10013 (collectively, "the Parties") shall confirm their mutual understanding concerning responsibilities of each party regarding the IDNYC Program.

WHEREAS, NYC Health + Hospitals operates Lincoln Medical and Mental Health Center at 234 East 149<sup>th</sup> Street, Bronx, NY 10451 (the "Hospital");

WHEREAS, on July 10, 2014, Mayor Bill de Blasio signed into law Local Law No. 35 of 2014, establishing the New York City Identification Card Program ("IDNYC Program" or the "Program");

WHEREAS, Mayor de Blasio issued Executive Order No. 6 of 2014 designating HRA as the administering agency of the Program;

WHEREAS, the IDNYC Program is intended to provide an identification card to a large demographic of New York City residents who may have difficulty in acquiring alternative forms of identification, thereby helping all residents receive benefits from City services;

WHEREAS, Local Law No. 35 requires the administering agency of the Program to designate at least one access site in each of the five boroughs and HRA desires to ensure that the Program reaches as many New York City residents as possible; and

WHEREAS, NYC Health + Hospitals desires to continue to participate in and support the IDNYC Program by allowing the Program to continue to operate from and engage with applicants at the Hospital, and by providing additional support to the Program as set forth in this MOU; and

WHEREAS, the Parties entered into a Memorandum of Understanding effective March 1, 2015 ("Prior MOU") that permitted the Program to occupy certain space in the Hospital (the "Original Program Space") in which to operate the Program until December 31, 2015; and

WHEREAS, the Program wishes to further occupy the Original Program Space from January 1, 2016 through May 8, 2016 and

WHEREAS, beginning May 9, 2016, HRA wishes to operate the Program within a smaller space within the Hospital which NYC Health + Hospitals made available for this purpose as depicted in **Appendix A** of this MOU (the "Program Space").

NOW, THEREFORE, the Parties agree to cooperate as follows:

**I. TERM OF AGREEMENT**

The term of this MOU shall commence as of January 1, 2016 and shall terminate on June 30, 2017, with three (3) one (1) year renewals, unless sooner terminated as provided for pursuant to Article XI of this MOU.

**II. PROGRAM AND SHARED SPACES**

**A. PROGRAM SPACE.**

NYC Health + Hospitals shall continue to provide HRA with the original Program Space from January 1, 2016 through May 8, 2016 pursuant to the terms of the Prior MOU, except as modified herein and shall continue to provide the Program Space for the provision of IDNYC Program services beginning May 9, 2016, as described below.

**B. SHARED SPACE.**

1. HRA and its contractors, if applicable, shall continue to have the right to use the Shared Space at the Hospital for the "Permitted Uses" described in III, below, subject to the right of NYC Health + Hospitals to also use the space. For the purposes of this MOU, "Shared Space" at the Hospital includes:
  - a. Entryways, escalators, hallways, elevators, and stairs leading from the ground floor to the Program Space;
  - b. Restrooms located on the ground and second floor levels; and
  - c. Storage areas as described in Section IV.F of this MOU.
2. NYC Health + Hospitals shall continue to be responsible for the administration, operation, cleaning, maintenance, and repair of the Shared Space consistent with NYC Health + Hospitals' current practices during NYC Health + Hospitals' usual operating hours.

**C. RETURN OF THE PROGRAM SPACE.** Upon termination of this MOU, HRA shall vacate the Program Space and, at NYC Health + Hospitals' option and as promptly as feasible but no later than 90 days after the termination date, either restore the Program Space to its original condition at no cost to NYC Health + Hospitals or surrender the Program Space to NYC Health + Hospitals in its then current condition. Should NYC Health + Hospitals elect to have the Program Space restored, HRA shall do so using its best efforts to avoid disruption to the daily services provided by NYC Health + Hospitals.

**III. PERMITTED USES AND SERVICES**

**A. PERMITTED USES.**

HRA's use of the Program and Shared Spaces shall continue to be solely for the delivery of Services described in Section III.B. of this MOU.

**B. SERVICES.**

HRA and its contractors, if applicable, shall continue to use Program and Shared Spaces only to provide New York City residents with access to the IDNYC Program. This includes, but is not limited to, disseminating information regarding the Program. The services provided by HRA and its contractors and by NYC Health + Hospitals as described in this MOU shall be referred to collectively as the "Services."

**IV. OPERATIONS**

**A. HOURS OF OPERATION.**

1. Hours of operation. The hours of operation of the IDNYC Program Intake Location shall be as follows, with the exception of New York City government holidays:

Mondays..... 9:00 AM – 5:00 PM  
Tuesdays..... 9:00 AM – 5:00 PM  
Wednesdays..... 9:00 AM – 5:00 PM  
Thursdays..... 9:00 AM – 5:00 PM  
Fridays..... 9:00 AM – 5:00 PM  
Saturdays ..... 10:00 AM – 5:00 PM  
Sundays ..... Closed

2. Changes in hours of operation. HRA requests for changes in or addition to the hours of operation must be made in writing 10 days in advance of the date the requested changes would occur and shall be subject to NYC Health + Hospitals' prior approval.

**B. STAFFING.**

1. HRA will operate three (3) workstations with one Enrollment Specialists stationed at each to process IDNYC intake during all hours of operation. If participation in the IDNYC Program is higher or lower than anticipated, HRA shall have the discretion to modify the staffing plan.
2. HRA will have an Enrollment Supervisor on-site for most hours of operation.
3. HRA shall provide a written list of its staff and contractors authorized to work at the Hospital to NYC Health + Hospitals prior to commencement of services hereunder. HRA may make modifications to this list with at least one day of written notice to NYC Health + Hospitals.

**C. SIGNAGE.**

Signage in areas other than the Program Space shall remain at the originally agreed upon locations throughout the first and second floors of the Hospital.

**D. EQUIPMENT.**

All furnishings, goods, equipment, supplies, software, and other property developed or acquired wholly or in part by HRA and its contractors, if applicable, for the IDNYC Program, shall be clearly marked as IDNYC Program property. HRA shall maintain any such property in the Hospital in good condition. All furnishings, goods, equipment,

supplies lent by NYC Health + Hospitals to HRA for purposes of operating the IDNYC Program will be returned to NYC Health + Hospitals upon request in substantially the same condition as it was when initially loaned to HRA.

**E. MATERIALS OTHER THAN SIGNAGE.**

HRA shall continue to be responsible for the development and printing of all materials associated with the IDNYC Program. HRA may display IDNYC related materials and information associated with partners involved in the IDNYC Program, other than signage, at HRA's discretion within the Program Space.

**F. STORAGE.**

NYC Health + Hospitals shall make modest storage space available as needed in Shared Space at the Hospital for signage, equipment, and inventory. HRA anticipates nominal storage needs outside of the Program Space. The provision of storage space will be subject to availability and approval of the NYC Health + Hospitals.

**G. NETWORK.**

HRA will install and maintain CityNet connectivity for all HRA staff conducting enrollment. Upon termination of the MOU and at the request of NYC Health + Hospitals, HRA shall remove any wiring or other items installed for CityNet.

**H. PHONES.**

NYC Health + Hospitals will allow for HRA's continued use of existing phone extensions for the Program team. Program team members will be able to make outbound local calls. HRA will be responsible for maintenance and repairs of phones.

**V. SECURITY**

HRA, at its sole cost and expense, shall provide the services of one security guard at the Program Space at all times the IDNYC Program is operating in the Program Space. The feed from a security camera installed by NYC Health + Hospitals to monitor the activities within the Program Space shall continue to go to the Hospital Security Unit for monitoring.

**VI. MAINTENANCE, REPAIRS, & CLEANING**

**A. MAINTENANCE.**

NYC Health + Hospitals shall continue to provide routine maintenance for all space at the Program Space.

**B. REPAIRS.**

NYC Health + Hospitals shall continue to provide routine repairs for all space at the Program Space.

**C. CLEANING.**

HRA will not be expected to provide additional cleaning services for the IDNYC program at the Program Space. NYC Health + Hospitals will continue to provide basic cleaning services for the Program Space.

**VII. PROMOTIONAL ACTIVITIES**

Each party shall have the right to advertise and promote the IDNYC Program services offered. HRA may refer to NYC Health + Hospitals in its marketing materials for the IDNYC Program and NYC Health + Hospitals may refer to the IDNYC Program in its marketing materials. NYC Health + Hospitals may provide for the distribution of marketing materials to Program clients in the Program Space with respect to the Hospital as well as NYC Health + Hospitals' managed care plan, MetroPlus.

**VIII. UTILITIES**

NYC Health + Hospitals shall continue to provide electricity to the Program Space.

**IX. ADDITIONAL RESPONSIBILITIES**

**A. ADDITIONAL NYC HEALTH + HOSPITALS RESPONSIBILITIES**

1. NYC Health + Hospitals shall designate a NYC Health + Hospitals staff member to liaise with the HRA Executive Director of the IDNYC Program, or his/her designee.
2. NYC Health + Hospitals shall cooperate with all program implementation, operations, close-out activities and audits conducted by HRA, its designees, or any other entity authorized or permitted to perform or undertake any of the foregoing.

**B. ADDITIONAL HRA RESPONSIBILITIES**

1. HRA shall designate an HRA Executive Director of the IDNYC Program, or his/her designee, to liaise with the NYC Health + Hospitals staff member.
2. HRA shall pay NYC Health + Hospitals for the cost to provide additional cleaning and maintenance services to the Program Space at the rate of \$1,216.00 per month through May 8, 2016. From May 9, 2016 through June 30, 2017 such rate shall be reduced to \$294.94 per month. This amount shall increase by 2% on July 1 of each year during the term hereof starting July 1, 2018. The amounts due for May 2016 shall be apportioned according to the portion of the month that the Program was in the Original Program Space and in the Program Space at the different rates applicable to each.
3. HRA shall reimburse NYC Health + Hospitals for the actual cost for the dismantling and removal of existing furniture in the new Program Space requested by HRA and reassembling the same furniture at a different location in accordance with Appendix B attached hereto in the one-time amount of \$2,800
4. HRA shall reimburse NYC Health + Hospitals for any cost reasonably incurred by NYC Health + Hospitals to restore the Program Space to its condition before its use



for the Program and any cost to remove any wiring HRA will install and maintain CityNet connectivity for all HRA staff conducting enrollment. Upon termination of the MOU and at the request of NYC Health + Hospitals, HRA shall remove any wiring or other items installed for CityNet; provided, however, NYC Health + Hospitals has first given HRA thirty days written notice of HRA's failure to complete such work and HRA has failed to complete the same during such period.

5. All recurring payments to be made hereunder shall be made monthly on the first day of each month in advance of the month to which they pertain. All other payments shall be made within thirty days of the presentation of an NYC Health + Hospitals invoice to HRA. All payments shall be made payable to NYC Health + Hospitals and shall be sent to the Hospital to the attention of the Chief Financial Officer.
6. HRA shall continue to acknowledge that applicable regulations require that all persons regularly in NYC Health + Hospitals facilities participate in training and orientation programs prior to their activities at such facilities and that failure to do so exposes NYC Health + Hospitals and the Hospital to financial penalties and severe sanctions. Accordingly, HRA shall make every one of the Program team and any representatives of its contractors who will be regularly present at the Hospital available for such training and orientation programs prior to their activities at the Hospital. Further, HRA continues to acknowledge NYC Health + Hospitals' policy of requiring all staff to either obtain an annual influenza vaccine or wear a protective face mask and all members of the Program Team shall comply with this policy.
7. HRA shall cause any contractor who will enter the Hospital to maintain general commercial liability insurance in the amount of not less than \$1 Million and the statutorily required workmen's compensation insurance. The general commercial liability insurance shall name NYC Health + Hospitals as an additional insured. HRA shall furnish to representatives of the Hospital certificates of insurance evidencing such coverage.
8. HRA shall defend, indemnify and hold NYC Health + Hospitals harmless from and against any claim for any bodily injury or damage to property arising out of the conduct of the Program at the Hospital except to the extent that any such injury or damage was due to the negligence or wrongful acts of NYC Health + Hospitals, its employees, contractors or agents.

## **X. MODIFICATION & TERMINATION**

### **A. MODIFICATIONS.**

This MOU may be modified at any time upon written agreement by both Parties.

### **B. TERMINATION.**

Both HRA and NYC Health + Hospitals shall have the right to terminate this MOU without cause upon ninety (90) days written notice to the other party. Notwithstanding any provision to the contrary, Article II, Section C and Article IX, Section B(4) of this MOU shall survive any termination of this MOU.

**XI. NOTICES**

All notices and requests hereunder by either party shall be in writing and directed to the following:

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

Lincoln Medical and Mental Health Center  
234 East 149<sup>th</sup> Street, Room 2D3  
Bronx, New York 10451  
Attention: Margaret Jung, Chief of Staff

New York City Human Resources Administration  
1 Metrotech North, 6<sup>th</sup> Floor  
Brooklyn, New York 11201  
Attention: Collette Samman, Executive Director of the IDNYC Program

**XII. MISCELLANEOUS.**

This MOU operates under the assumption that the IDNYC Program does not involve any fees charged to an applicant served at the Hospital. If the IDNYC Program begins to charge a fee, the MOU will be adjusted accordingly to provide for any additional operational or security measures for which HRA shall be responsible.


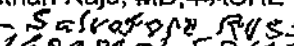
NEW YORK CITY  
HUMAN RESOURCES ADMINISTRATION

  
Name: Vincent Pullo  
Title: Agency Chief Contracting Officer

Date: 

NEW YORK CITY HEALTH +  
HOSPITALS

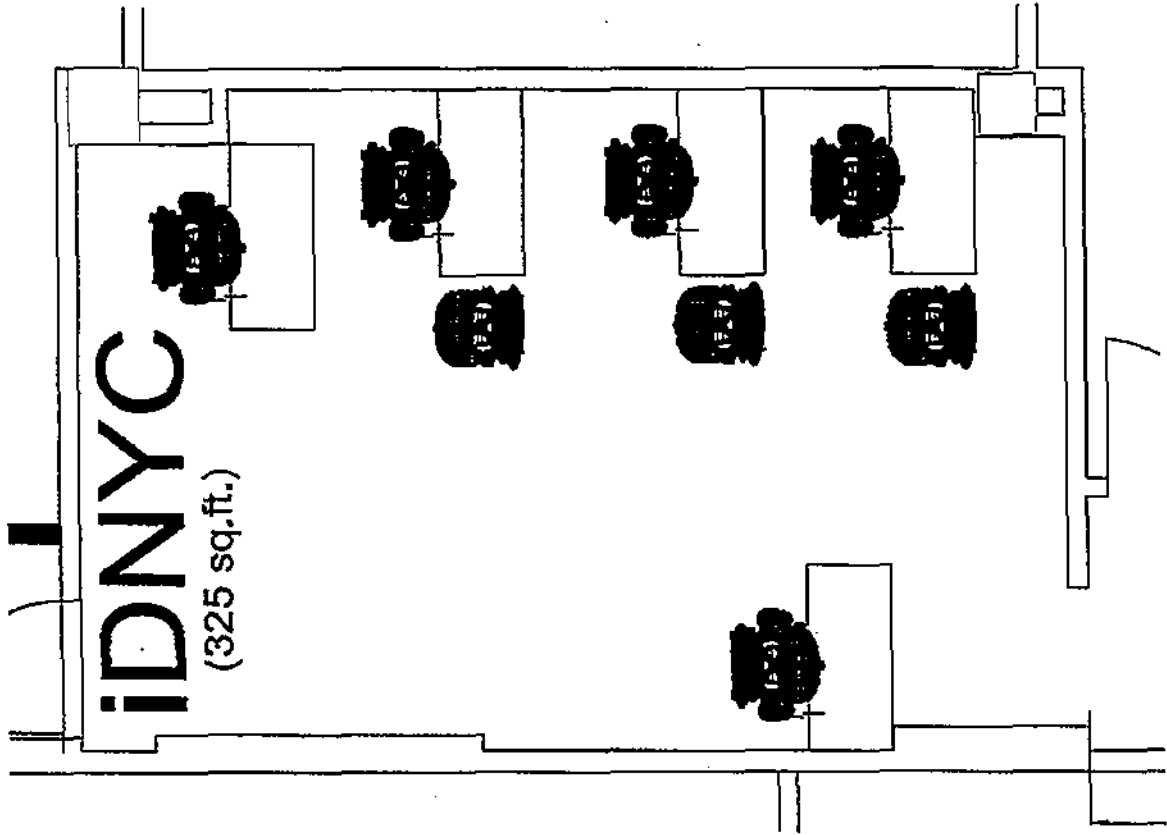


  
Name: Ramanathan Raju, MD, FACHE  
Title: President   
S.V. PRES / GENERAL COUNSEL

Date: 



**APPENDIX A**





**Invoice**

Date	Invoice #
5/16/2016	1891

**MARKEN DESIGNS**  
 2371 Jackson Ave.  
 Seaford, NY 11783  
 516.315.9792  
 Fax: 866-191-7416

**Bill To**  
 Lincoln Medical & Albert Einstein Center  
 Accounts Payable  
 234 E 49th Street  
 Bronx, NY 10431

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	<b>ADSL-LADOR - ALL</b> To Supply materials to eliminate and install 3 View Stations as directed on the first floor (Certified Payroll to be submitted at the end of the week) # CD-185-16-01-003	2,400.00	2,400.00
<i>[Signature]</i> 5/19/16			<b>Total</b>
			32,800.00

Thank you for your business.