

MEMORANDUM OF UNDERSTANDING
between
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
and
THE CITY OF NEW YORK DEPARTMENT OF INVESTIGATION

This Memorandum of Understanding, with an effective date of January 1, 2026 (the "Agreement"), is between New York City Health and Hospitals Corporation ("HHC"), located at 50 Water Street, New York, NY 10004, and the City of New York ("City") Department of Investigation ("DOI"), located at 180 Maiden Lane, New York, New York 10038. This Agreement replaces and supersedes the previous Memorandum of Understanding between HHC and DOI dated November 30, 2015 (the "2015 MOU").

WHEREAS, HHC is a public benefit corporation that operates 11 acute care hospitals, five nursing homes, and a federally-qualified health center with approximately 30 primary care sites in the City, which in the aggregate serves over five million New Yorkers annually;

WHEREAS, HHC has approximately 47,000 employees and a total expense budget, for Fiscal Year 2025, of approximately \$10.5 billion, a portion of which comes from the City as subsidies, grants, and payment for services;

WHEREAS, DOI is a law enforcement agency established pursuant to Chapter 34 of the New York City Charter, with jurisdiction over any agency, officer, or employee of the City, or any person or entity doing business with the City, or any person or entity who is paid or receives money from or through the City or any agency of the City;

WHEREAS, pursuant to a letter of agreement dated December 12, 1986, the then President of HHC and DOI Commissioner recognized the "full statutory jurisdiction of DOI under the City Charter to investigate HHC" and agreed that HHC should collaborate and coordinate with DOI in various ways;

WHEREAS, pursuant to a resolution of the HHC Board of Directors (the "HHC Board"), dated July 28, 1977, HHC approved the creation of an internal Inspector General to perform with respect to HHC systems evaluation and review, internal audit and investigations which internal Inspector General was employed by HHC and reported directly to the President and the Chair of HHC's Board of Directors;

WHEREAS, on October 22, 2015, the HHC Board adopted a resolution authorizing the President of HHC to enter into a Memorandum of Understanding with DOI to create an Office of the Inspector General for HHC under the authority and control of DOI to replace the existing office within HHC; and

WHEREAS, in 2015, DOI and HHC agreed to the creation of an independent Office of the Inspector General under the authority, control and supervision of DOI, and agreed to other forms of cooperation to identify and eliminate fraudulent activity and corruption impacting HHC's activities;

WHEREAS, the parties agreed to engage in discussions about their respective roles and

responsibilities under the 2015 MOU an effort to ensure an efficient and effective relationship that promotes integrity in HHC operations and promotes the prevention, detection and elimination of corruption and fraud; and

WHEREAS, the parties have agreed on the terms of an updated MOU between the parties that better aligns with updated operations, structures and regulatory obligations of HHC.

NOW THEREFORE, the parties hereby agree as follows:

Office of the Inspector General for HHC

1. An Office of the Inspector General for HHC ("HHC OIG"), under the authority and control of DOI as established by the 2015 MOU and described herein, will continue to operate with the goal and mandate to investigate matters related to corruption, fraud, abuse of power, misconduct, and malfeasance, among other matters subject to DOI's legal authority, by HHC's board members, officers, employees, and/or contractors that undermine the integrity of government operations, including violations of the provisions of Chapter 68 of the City Charter.

2. The HHC OIG shall be staffed by: (a) an Inspector General ("Inspector General") who shall be appointed by the Commissioner of DOI ("Commissioner") in their sole discretion and after consultation with the President ("President"); and (b) such other staff as the Commissioner of DOI shall deem appropriate. DOI will determine the appropriate number of staff for HHC OIG and HHC will fund those staff. Pursuant to this Agreement, HHC will be obligated to fund the number of HHC OIG staff determined by DOI, up to a maximum of thirty-two (32) staff.

3. HHC shall be responsible for the payment of the salaries and benefits of the Inspector General and other HHC OIG staff who shall be on HHC's payroll. In addition, as described further in Paragraph 18 of this Agreement, HHC shall transfer funding to DOI to pay for the associated salaries and benefits of eight (8) DOI employees who shall provide administrative and technical support to HHC OIG and be on DOI's payroll.

4. HHC may, consistent with the terms of this Agreement, seek indemnification for these funding responsibilities, in whole or in part, from the Office of the Mayor pursuant to a separate agreement between HHC and the Office of the Mayor, the form of which agreement DOI shall have the right to approve. Notwithstanding the foregoing, unless this Agreement is otherwise modified, HHC agrees to fund a maximum of 40 positions: (1) up to the thirty-two (32) HHC OIG staff positions, the appropriate number of which shall be determined by DOI as set forth in Paragraph 2 and (2) the eight (8) DOI staff positions set forth in Paragraph 3.

5. Subject to the provision set forth in Paragraph 2 above regarding consultation with the President regarding the appointment and termination of the appointment of the Inspector General, the Commissioner shall have the exclusive authority to: (a) hire and remove; (b) set the salaries of; (c) assign the duties and responsibilities of; and (d) promote or demote staff of the HHC OIG. The Commissioner shall have the right to appoint or terminate the appointment of the Inspector General at any time following consultation with the President. The consultation with the President provided for under this paragraph shall consist of verbal or written notice by the Commissioner to the President of the Commissioner's intention to appoint or terminate the appointment of the Inspector General and shall not require the approval of the President of the Commissioner's determination to so appoint or terminate the appointment of the Inspector General.

6. Notwithstanding the foregoing, the President may at any time notify the Commissioner of any factors that they deem warrant removal or discipline of an HHC OIG employee. Upon receipt of such notification, the Commissioner will in good faith consider all such factors, undertake any additional investigation or review they deem necessary, and render a determination as to whether removal or discipline is warranted. The Commissioner will notify the President of their determination including the basis for that determination and any factors leading thereto. The Commissioner's determination shall be final with respect to the removal of, or any other disciplinary action against, an HHC OIG employee.

7. The Inspector General shall report to the Commissioner or his or her designee, and shall have the authority to investigate corruption, criminal activity, conflicts of interest, unethical conduct, gross mismanagement, abuse of authority, incompetence and misconduct. Such HHC OIG investigations shall proceed in accordance with the Commissioner's direction. To the extent administratively necessary, the Inspector General shall report to the President for purposes of compliance with HHC payroll policies.

8. HHC OIG staff shall be subject to DOI's Code of Conduct and other DOI policies and procedures that are applicable to DOI employees in addition to HHC's Principles of Professional Conduct and other HHC policies and procedures applicable to HHC employees.

9. The Commissioner and/or their Executive Staff shall have the exclusive authority to approve, monitor and supervise all HHC OIG investigations, including the issuance of any subpoenas, the approval of making arrests, and referrals of matters to other law enforcement or prosecutorial agencies by the HHC OIG, including joint investigations. With respect to any DOI investigation that has been disclosed to HHC, HHC's involvement, outreach, or any other efforts or conduct relating to that investigation will be only done in consultation with DOI. However, nothing in this paragraph or this agreement shall prevent HHC from interacting directly with other law enforcement as necessary to comply with law and/or to ensure the safety of patients, workforce members, or visitors.

Complaints and Referrals of Complaints

10. Every officer and employee of HHC shall have the affirmative obligation to report, directly and without undue delay, to the Inspector General any and all information concerning conduct which they know or should reasonably know to involve corrupt or other criminal activity or conflict of interest, (i) by another HHC officer or employee, which concerns his or her office or employment, or (ii) by persons dealing with the HHC, which concerns their dealings with the HHC. The knowing failure of any officer or employee to report as required above shall constitute cause for removal from office or employment or other appropriate penalty. HHC shall inform its officers and employees of this obligation effectively, including without limitation via operating procedures and training.

11. The Inspector General shall have the discretion to refer complaints, allegations or information that do not appear to involve fraud, corruption or other criminal activity, or any other matter appropriate for HHC's review, in DOI's discretion, to HHC for appropriate review and disposition, unless such referral is required per Paragraph 12. Upon written request, HHC shall report to the Inspector General on the results of any such review and disposition.

12. The Inspector General shall promptly refer to HHC any allegations or complaints,

and any evidence obtained to the extent permitted by law and without compromising an investigation, in the following areas:

- Improper billing/improper claims for payment submitted to government payers by HHC or its Affiliates for services rendered in HHC facilities or by HHC workforce;
- Medical malpractice by HHC staff;
- Any breach of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), state or local privacy laws, or any other violation by HHC of its regulatory obligations as a healthcare entity; and
- Workplace violence covered by HHC's mandated Workplace Violence Program; and
- Discrimination covered by HHC's Equal Employment Opportunity policy, including allegations or complaints of sexual harassment.

The Inspector General will refer such allegations and complaints to HHC so long as doing so would not compromise the integrity of an active investigation, including but not limited to criminal investigations, as determined by the Commissioner. In the event the Inspector General cannot refer such complaints or allegations to HHC for this reason, the Inspector General shall make best efforts to inform HHC of such matters and work in good faith with HHC to satisfy HHC's legal and regulatory obligations.

13. HHC shall immediately inform the Inspector General should any indication or evidence of fraud, corruption, conflicts of interest under Chapter 68 of the Charter or related criminal activity become evident during HHC's review of matters referred to HHC by the Inspector General. If the Inspector General determines to investigate on the basis that the subject matter of the complaint, allegation, or information may involve acts under the legal authority of DOI to investigate and that HHC's continued investigation may impede the effectiveness of DOI's work, and so informs the President, in writing, within ten (10) business days, HHC shall not investigate (except as required by law, regulation, or accrediting agency or body). However, if the Inspector General informs the President and requires HHC to stop its own investigation, the Inspector General will work in good faith with HHC to ensure that HHC is able to impose and support appropriate discipline and/or recover funds, if any, through appeals and final disposition.

HHC OIG Reports

14. The President shall, on a regular, but no less than semi-annual, basis, be informed by the Inspector General of all investigations, except those investigations which the Commissioner determines should not be disclosed. Such a determination of non-disclosure may only be made by the Commissioner when there is a factual basis indicating that investigative interests might be contravened by sharing knowledge of a particular investigation with the President. The Commissioner shall document the reasons for the determination and shall, upon the closing of the investigation, provide a written determination to the President of the extent to which the investigative findings support or contravene the initial determination of non-disclosure. These provisions relating to non-disclosure do not apply when the Commissioner is constrained by Grand

Jury secrecy requirements from disclosing, or in which non-disclosure has been ordered or requested by a court, prosecutor's office, other law enforcement partner, or the Conflicts of Interest Board. The President shall keep confidential any information regarding Inspector General investigations received pursuant to this paragraph. Subject to the same provisions for non-disclosure set forth herein, the Commissioner or Inspector General shall keep the President informed with regard to any matters as to which it is determined that there is a substantial likelihood of corruption or other criminal conduct, or any matters where the investigation itself is likely to impact substantially the operation of HHC or the timely procurement of necessary material, equipment, supplies or services. Additionally, any referral letter or report created by the HHC OIG and/or DOI for HHC following the resolution of an investigation shall be provided promptly to the President and the HHC General Counsel. With respect to any investigation disclosed to the President under this paragraph, when the Commissioner or Inspector General has determined not to proceed with an opened investigation, or if allegations from whatever source are determined to be unsubstantiated after an investigation is opened, the Commissioner and/or Inspector General will promptly notify the President and the HHC General Counsel of such determination.

15. The HHC OIG shall submit an annual report to the President outlining the activities of the HHC OIG in the prior year, except where the Commissioner has approved the referral of a matter to another law enforcement agency pursuant to Paragraph 6 of this Agreement or where the Inspector General has determined that the integrity of a criminal investigation might be compromised by inclusion in such a report. The annual report shall present and outline the HHC OIG's activities in summary form, which may include information and data consistent with DOI's Mayor's Management Report (MMR), and as may be determined by the Commissioner.

HHC OIG Budget

16. DOI shall develop annual budgets for the HHC OIG, subject to approval and appropriation by HHC. Such budgets shall provide annual appropriations both for Personnel Services (in accordance with the requirements of Paragraphs 2-4 above), and for Other Than Personnel Services, adequate to ensure the effective performance of the duties and responsibilities of the Inspector General.

17. HHC shall approve budgets for each fiscal year while this Agreement is in effect, within 60 days of the start of the relevant fiscal year. In any fiscal year, the HHC OIG shall be funded at the prior fiscal year's level until an annual budget is developed and approved or until this Agreement is terminated pursuant to its terms. In no case, however, may HHC agree to the funding of fewer HHC OIG staff positions than the number determined by DOI pursuant to Paragraphs 2 and 4 above.

18. In accordance with Schedule A annexed hereto, HHC shall transfer funds to DOI in the amount of \$861,800 to pay for the eight (8) personnel lines described in Paragraph 3, plus related other than personal services expenses, by the first day of each City fiscal year that this Agreement shall remain in effect. DOI shall provide HHC with an invoice by August 15th of each year that this Agreement shall remain in effect to reconcile this annual transfer of funds. The amount of required funds to fulfill the purposes described herein may be adjusted, as necessary, from year to year with the agreement of the parties.

Applicability of Executive Orders, Administrative Code, and Charter

19. Pursuant to this Agreement, HHC agrees to be bound by the provisions of Executive Order 16 of the Mayor of the City of New York, as amended by Executive Orders 72, 78, and 105 (collectively, "EO 16 as amended"), subject to the understanding that EO 16 as amended is deemed to be modified as follows in its application to HHC and its Board members, officers and employees:

- a. Throughout EO 16 as amended, the terms "agency," "any agency," "City agency" or "City" shall be deemed to refer to HHC and references to "Inspector General" shall be deemed to refer to the HHC Inspector General appointed pursuant to this Agreement. References to "officers" of the City or "employees" of the City shall be deemed to refer to officers, board members or employees of HHC.
- b. In Section 3 of EO 16 as amended, the following understandings shall apply:
 - i. Paragraph (a) shall be subject to the provisions of Paragraphs 1-9 of this Agreement;
 - ii. Paragraph (c) shall be superseded by the provisions of Paragraphs 14-15 of this Agreement;
 - iii. Paragraph (d) shall be superseded by Paragraph 10 of this Agreement
 - iv. Paragraph (e) shall be superseded by the provisions of Paragraphs 24-27 of this Agreement;
 - v. The employment provisions of paragraph (f) shall be superseded by the provisions of Paragraphs 2-9 of this Agreement, except for the fourth and fifth sentences of paragraph (f), pursuant to which the Inspector General and any Deputy Inspectors General within the HHC OIG shall be prohibited from promotion into managerial and executive positions within HHC for three years from the date of termination of their employment as Inspector General or Deputy Inspector General; and
 - vi. Paragraph (g) shall be deemed deleted.
- c. In Section 4 of EO 16 as amended, the following understandings shall apply:
 - i. The last sentence of paragraph (b) shall be deleted and in its place, the following sentence shall be added: All contracts, leases, licenses or other agreements entered into or issued by HHC shall contain a provision permitting HHC to terminate such agreements or to take other appropriate action upon the refusal of a person dealing with the City or HHC to answer questions in relation to such agreements on the condition of immunity described in this paragraph, except that such a statement shall not be required by HHC in any type of agreement

where the Corporation Counsel for the City of New York does not require such a statement.

- ii. Paragraph (d) shall be deleted and replaced by Paragraph 10 of this Agreement.
- d. Section 7 of EO 16, as amended, shall be deemed deleted, except that DOI shall conduct background investigations on all staff of the HHC OIG, and background investigations of candidates for employment and HHC employees shall be addressed as set forth in Paragraphs 35-37 of this Agreement.
- e. Section 8 of EO 16 as amended shall be superseded in its entirety by the understanding that the President shall, on an annual basis and at onboarding, distribute to each director, officer and other employee of the HHC a statement, in the form of an authorized operating procedure, explaining the responsibilities of the Commissioner, the Inspector General and all HHC directors, officers and other employees under this Agreement and EO 16 as amended as modified by this Agreement.

20. For purposes of this Agreement, HHC agrees to be bound by Administrative Code § 12-113, the New York City Whistleblower Law, and any amendments thereto.

21. For purposes of this Agreement, HHC and DOI hereby affirm that the provisions of Chapter 68 of the New York City Charter apply to the Board members, officers, and employees of HHC.

Access to Records

22. Records prepared by the HHC OIG and records, other than original records of HHC or copies of such original records, received by the HHC OIG from third parties shall be deemed records of DOI. Any request received by HHC for access to such DOI records under the New York State Freedom of Information Law ("FOIL"), or otherwise, shall be forwarded to DOI's General Counsel. To the extent that documents requested from HHC under FOIL are documents of DOI, and HHC is not in possession of such documents, HHC will respond as such to the FOIL requester and provide no further response unless compelled by court order. HHC will also notify DOI of such request.

23. Original records of HHC, or copies of such original records, whether in hard copy or in electronic form, shall be deemed HHC records. All requests or demands received by the HHC OIG and/or DOI for HHC records by any federal, state or local law enforcement agency, through subpoena or other legal process or otherwise, shall be subject to prior review and approval by the HHC General Counsel or the General Counsel's designee for preparation of an appropriate response. However, the requirements under this Paragraph shall not apply where: (1) the demand or request is in connection with a referral by DOI to, or a joint investigation with, another law enforcement agency or prosecutor pursuant to Paragraph 9 of this Agreement or where the DOI has determined that the integrity of a criminal investigation might be compromised; or (2) DOI and/or HHC OIG obtained the HHC record from HHC via subpoena or other legal process.

24. To the extent that DOI, pursuant to its authority under EO 16 as amended or its authority to issue subpoenas pursuant to Chapter 34 of the City Charter, requires possession of records from HHC, with respect to which records HHC has a legal duty to maintain the originals, DOI or HHC, at DOI's discretion, shall make copies for DOI of such records and HHC shall, at DOI's request, certify as to the accuracy of such copies. To the extent DOI otherwise takes original HHC records with respect to which HHC has no duty to maintain originals, DOI shall nonetheless return such records to HHC as soon as practicable in DOI's investigative judgment and will deliver copies as soon as possible of any documents that are being removed and not immediately returned, unless, in DOI's judgment, doing so would interfere or threaten to interfere with an ongoing investigation.

25. Subject to the restrictions set forth in this Agreement and within the scope of the HHC OIG's general responsibilities set forth in this Agreement, DOI and the HHC OIG shall have authority to examine, copy or remove any document prepared, maintained or held by HHC except those documents which may not be so disclosed according to law. To the extent permitted by applicable law, HHC shall provide the HHC OIG with direct access to HHC records, documents, and data, upon request by HHC OIG.

26. The HHC OIG shall have access to email records of HHC provided that:

- a. Any search of such records must be made for the purpose of a specific investigation;
- b. Access may only be permitted after the Inspector General sends a written request to the Commissioner or duly authorized designee for approval, which request must include information concerning the background of the investigation, the relevance of the search, the email account to be searched, the proposed search terms (if applicable), and the time frame of the search; and
- c. The Inspector General shall then provide the requested search terms to HHC to perform the search. HHC shall have the right to review any responsive email records for legally privileged or protected information, and may redact such information, prior to production to HHC OIG.

27. To the extent that DOI or HHC OIG requires access to medical, mental health, substance abuse, or other records in the possession of HHC the disclosure of which is limited by local, state or federal law, DOI shall obtain such records pursuant to, as may be necessary: patient or other relevant consent; service on HHC of a subpoena issued pursuant to Chapter 34 of the City Charter; or service on HHC of the order of a court with jurisdiction over HHC. To the extent that DOI or HHC OIG requires access to records that would otherwise be protected from disclosure by legal privilege, including but not limited to attorney-client privilege, attorney work product privilege, and/or privileges that attach to records related to a health care entity's maintenance of a quality assurance program, DOI will request access to such records from the General Counsel or their designee. Consistent with Paragraph 9 of this Agreement, nothing herein shall limit the Commissioner's discretion as to the conduct of any investigation, including the manner in which DOI issues subpoenas or obtains court orders. To the extent the records described in this paragraph to which DOI receives access may not by law be redisclosed by DOI to any third party, DOI shall not disclose them. To the extent that, after the effective date of this Agreement, DOI receives any

record protected from disclosure or subject to legal privilege as described in this Paragraph without receiving approval pursuant to the requirements stated above, DOI shall either immediately return it to HHC, or destroy such record, or seek the proper approvals before using such record in any manner.

Confidentiality and Breach Obligations

28. Subject to the provisions of this Agreement, DOI and HHC OIG may enter and/or upload information obtained from HHC (“HHC Information”) into DOI’s electronic case management system. DOI shall implement access controls in the case management system to limit access to HHC Information contained in the case management system to: HHC OIG personnel; DOI executives; system administrators; and such other DOI personnel as determined by the Commissioner who require access to provide investigative, technical, legal, or other support to HHC OIG. DOI shall use HHC Information solely for the purpose of conducting, managing, and administering investigations authorized by law and to perform DOI’s responsibilities under this Agreement and other subsequent agreements between DOI and HHC. DOI shall not disclose HHC Information obtained, learned, or developed under, or in connection with this Agreement, to any person or entity other than to its own employees described herein, or otherwise as permitted under this Agreement.

29. DOI shall use appropriate physical, technological, and procedural safeguards pursuant to the citywide security standards and requirements for data security set forth by the New York City Office of Technological Innovation (formerly DoITT) and the NYC Cyber Command. The DOI will treat the HHC Information as restricted information under the Citywide Cybersecurity Program Policies and Standards issued by the NYC Cyber Command. For purposes of clarity, the terms of this Agreement shall be deemed appropriate safeguards.

30. Notwithstanding any inconsistent provision in this Agreement, DOI shall not be liable for disclosure of HHC Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law; provided that, in such event the DOI or HHC OIG has given HHC written notice of its receipt of the court order, subpoena, other validly issued administrative or judicial notice or order, or request pursuant to applicable law, within five days of receipt thereof, so as to allow HHC sufficient time to obtain an appropriate injunction or other protective remedy and has fully cooperated with HHC in obtaining such injunction or other protective remedy. However, consistent with Paragraph 23, DOI and HHC OIG shall not be required to provide such notice when a disclosure of HHC Information is made in connection with an HHC OIG investigation on which HHC OIG is working jointly with, or has made a referral to, another law enforcement agency or prosecutor.

31. Nothing in this Agreement shall prohibit DOI or OIG from disclosing HHC Information, as necessary to fulfill the DOI’s or HHC OIG’s responsibilities under law or this Agreement to: (i) federal and state prosecutors; (ii) federal and state courts; (iii) other law enforcement agencies; and (iv) the City’s Conflicts of Interest Board.

32. To the extent DOI issues public reports based, in whole or in part, on its review of medical, mental health or other records obtained from HHC containing information the disclosure of which is limited or protected by local, state or federal law, or legal privilege, DOI shall provide

HHC with a reasonable opportunity to review and comment on such reports prior to public issuance. DOI shall not disclose in, or shall as necessary redact from such reports, information that, by law, may not be publicly disclosed. DOI shall otherwise have discretion to issue any public report it deems appropriate, but shall share a draft of such report with HHC for review before any public distribution.

33. DOI shall within forty-eight (48) hours of discovery report to HHC any breach of its information technology systems that results in the disclosure of HHC Information, including protected health information as defined in 45 CFR § 160.103, identifying information as defined in the Administrative Code §23-1201, and/or nonpublic information as defined in 10 NYCRR 405.46.

34. DOI's obligations under this Section do not apply to the extent that: (a) the HHC Information became part of the public domain other than through actions that constitute a breach of this Agreement or fault on part of the HHC OIG or the DOI; (b) the HHC Information is available to DOI or OIG from a source other than HHC; (c) the HHC Information was obtained from HHC via subpoena or other legal process; or (d) the record is an aggregate or summary report derived from HHC Information that has been De-identified pursuant to Sections 164.514(a)-(b) of the HIPAA Privacy Rule and cannot be linked to an individual.

Background Investigations

35. Recognizing the expertise of DOI in conducting background investigations, when referred by HHC, DOI shall be responsible for conducting background investigations for candidates for employment at HHC and HHC employees. The content of the forms required for submission by applicants shall be agreed upon by the Parties.

36. HHC will pay DOI One Thousand Two Hundred Dollars (\$1,200) for each full background investigation completed by DOI on HHC's behalf. DOI's Fiscal Unit will submit monthly invoices to HHC, no later than thirty (30) days after the end of the prior month, indicating the number of background investigations completed on HHC's behalf. HHC will pay DOI by check made payable to the "New York City Department of Investigation" the amount indicated on the invoice no later than thirty (30) days after receipt of the invoice. DOI will make all reasonable efforts to complete all background investigations within 180 days of receipt of completed DOI forms.

37. DOI agrees that it shall endeavor to establish, within a reasonable time, an electronic portal by which candidates for employment at HHC and HHC employees may submit their information for review by DOI pursuant to this paragraph.

General Provisions

38. HHC shall not promulgate any directive, rule or regulation affecting the HHC OIG or the requirements under this Agreement, other than on routine administrative or personnel matters that are addressed HHC-wide, without prior consultation with the Inspector General or the Commissioner. To the extent there is any existing directive, rule or regulation affecting the HHC OIG that is inconsistent with this Agreement, HHC shall rescind it or otherwise render it consistent with this Agreement.

39. DOI and HHC shall use their best efforts to cooperate and shall respectively issue such policies and procedures as from time to time may be necessary, in order to fully effectuate the terms and purposes of this Agreement.

40. Except as expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the powers and duties of the Commissioner, the New York City Department of City-wide Administrative Services, the New York City Office of Labor Relations, HHC or any other agency under the City Charter or as may be otherwise provided by law.

41. This Agreement shall continue from year to year unless:

- a. The President notifies the Commissioner, in writing, that this Agreement shall not be renewed, stating the reasons for the decision to terminate this Agreement; or
- b. The Commissioner notifies the President, in writing, that this Agreement shall not be renewed, stating the reasons for the decision to terminate this Agreement.

Any termination of this Agreement by either HHC or DOI shall be made on at least 120 days' notice to the other respective party.

42. This Agreement may only be modified in a writing signed by the parties hereto.

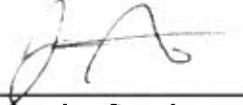
43. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date directly below their respective signatures:

**New York City Health and
Hospitals Corporation**

By: _____
Name: Mitchell H. Katz, M.D.
Title: President & CEO
Date: _____

**New York City Department of
Investigation**

By:  _____
Name: Jocelyn Strauber
Title: Commissioner
Date: 12/31/2025

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**New York City Health and
Hospitals Corporation**

**New York City Department of
Investigation**

By: 
Name: Mitchell H. Katz, M.D.
Title: President & CEO
Date: 12/31/2025

By: _____
Name: Jocelyn Strauber
Title: Commissioner
Date: _____

SCHEDULE A

**New York City Department of Investigation
ANNUAL BUDGET
for Memorandum of Understanding
with New York City Health and Hospital Corporation**

Expense Category	Headcount	Annual Cost	Annual Total
Personnel Services (PS)			
New DOI Support Staff			
Background Investigator	1	\$67,200	\$67,200
Vendex Investigator	1	\$67,200	\$67,200
Press Officer	1	\$106,400	\$106,400
Computer Specialist III	2	\$123,200	\$246,400
Computer Specialist I	2	\$78,400	\$156,800
Human Resources Generalist	1	\$72,800	\$72,800
SALARIES TOTAL	8		\$716,800
NYC FY26 Civilian Fringe*	42.60%	\$305,357	
FRINGE SUBTOTAL			
PS (Salaries + Fringe) TOTAL			\$716,800
Other Than Personnel Services (OTPS)			
	Units	Unit Cost	
Telecommunications (\$60/month)	8	\$720	\$5,760
Computers, software, annual service fees	8	\$2,500	\$20,000
Office Supplies	8	\$120	\$960
Training	8	\$150	\$1,200
Office Space Lease incl. Heat/Power	1	\$117,080	\$117,080
OTPS TOTAL			\$145,000
OPERATING PS + OTPS TOTAL			\$861,800
Notes:			
Agreement based on City Fiscal Year, which runs from July 1st through June 30th			
* NYC FY26 Civilian Fringe paid by OMB. Percentages vary by fiscal year.			