

**Special Medical Needs Shelters Logistical Agreement ("AGREEMENT")** between the New York City Emergency Management Department ("NYC EMD"), having its principal office at 165 Cadman Plaza East, Brooklyn, New York 11201 and New York City Health and Hospitals Corporation ("NYC HEALTH + HOSPITALS") having its principal office at 125 Worth Street, New York, New York 10013, hereinafter referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, NYC HEALTH + HOSPITALS is a public benefit corporation created by the New York State Legislature to operate the municipal hospitals of the City of New York (the "City"); and

**WHEREAS**, pursuant to the New York City Charter, NYC EMD coordinates and prepares plans for responding to emergency conditions and potential incidents, including but not limited to a sheltering plan that will be implemented to activate and manage a disaster sheltering system in response to a catastrophic event, such as a coastal storm; and

**WHEREAS**, as part of the New York City Coastal Storm Sheltering Plan there are Special Medical Needs Shelter ("SMNS") facilities located throughout the five boroughs, for evacuees who do not require hospitalization or nursing home care, but do require specialized assistance based on their present condition or medical history; and

**WHEREAS**, NYC HEALTH + HOSPITALS has agreed to provide goods and/or services to support the needs of the City and the evacuees who may be provided shelter within an SMNS facility, and

**WHEREAS**, NYC EMD agrees to reimburse NYC HEALTH + HOSPITALS for the purchases it makes on behalf of NYC EMD,

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

**SCOPE OF WORK:**

NYC HEALTH + HOSPITALS agrees to purchase the following goods and/or services, on behalf of NYC EMD, which will be utilized to support SMNS sheltering operations:

1. **Tackle Boxes** – portable containers that hold equipment, over the counter medication, or other assets which are used to provide medical care.
2. **Special Medical Needs Food** - NYC HEALTH + HOSPITALS' third-party provider will provide emergency mass feeding services to activated SMNS's as needed, until such time as a relief vendor is poised to take up the feeding services.
3. **Oxygen** - NYC HEALTH + HOSPITALS shall provide oxygen cylinders or oxygen concentrators to each of the activated SMNS locations through its third-party vendor.
4. **Regulated Medical Waste (RMW) Removal** – NYC HEALTH + HOSPITALS will provide for the removal of medical waste from the SMNS's, through its third-party vendor.

## **PAYMENT**

Funds advanced to NYC HEALTH + HOSPITALS shall be used solely for the procurement and delivery of the tackle boxes, food, oxygen and medical waste removal services. Since delivery lead time for these items may differ, NYC EMD may advance NYC HEALTH + HOSPITALS funds in separate intra-city budget modifications.

NYC EMD will advance NYC HEALTH + HOSPITALS an amount that is to be determined at the time a Purchase Request ("PR") is submitted by NYC EMD. The amount will be advanced via an intra-city budget modification effective as of or around the date the PR is submitted.

NYC HEALTH + HOSPITALS shall provide NYC EMD with copies of invoices for the purchase of the special medical needs items, tackle boxes, food, oxygen and medical waste removal services no later than thirty (30) days after the delivery of the items on the PR. Upon receipt of the invoice, NYC EMD will release payment to NYC HEALTH + HOSPITALS via an internal exchange transaction ("IETC"). Upon written request by NYC EMD, any unspent funds shall be returned to NYC EMD upon the expiration of the Term.

To the extent that the items under the Scope of Work are not currently in the NYC HEALTH + HOSPITALS asset inventory, NYC HEALTH + HOSPITALS shall procure and purchase the items, and/or services so as to have them available for the current coastal storm season.

## **TERM**


The term of this Agreement shall be from the last date on the signature page ("Effective Date") until such time as the parties, upon mutual written agreement terminate same. In no event shall this Agreement be for a period less than the period of time required for the funds transfer to purchase and deliver the items included in the Scope of Work herein.

## **POINTS OF CONTACT/NOTICES**

All formal notices and requests hereunder by either Party shall be in writing and, except as otherwise specified in this Agreement, directed as follows:

### **NYC EMD:**

Jonathan Jenkins  
Assistant Commissioner, Logistics  
165 Cadman Plaza East  
Brooklyn, New York 11201



### **NYC HEALTH + HOSPITALS:**

Madeline M. Tavarez  
Acting Senior Director  
Emergency Management Planning and Operations  
125 Worth Street, Suite 412  
New York, New York 10013

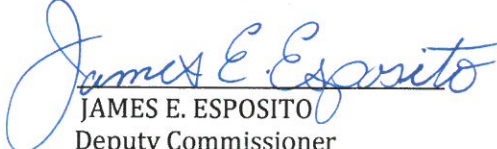


**COMPLIANCE WITH LAWS**

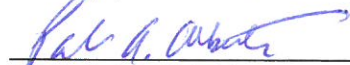
This Agreement shall be read consistently with the New York City Health and Hospitals Corporation Act (Chapter 5, Sections 7381 *et seq.* of the Unconsolidated Laws), the New York City Charter and all other applicable Federal, State and local laws and regulations.

**IN WITNESS WHEREOF**, the Parties have hereunto executed the Agreement as of the dates appearing opposite their respective signatures. The terms of this Agreement will become effective on the date that the last party signs this Agreement.

10/3/17  
Date

  
JAMES E. ESPOSITO  
Deputy Commissioner  
New York City Emergency Management  
165 Cadman Plaza East  
Brooklyn, New York 11201

10/10/17  
Date

  
PAUL A. ALBERTSON  
Vice President  
New York City Health and Hospitals Corporation  
125 Worth Street  
New York, New York 10013