



**Human Resources
Administration**
Department of
Social Services

NYC
Mayor's Office of
Operations

HHC NEW YORK CITY
HEALTH AND
HOSPITALS
CORPORATION
nyc.gov/hhc

MEMORANDUM OF UNDERSTANDING

Between

The New York City Human Resources Administration

And

The New York City Health and Hospital 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 the New York City Health and Hospital Corporation whose offices are located at 125 Worth Street, New York, New York 10013 ("HHC") (collectively, "the Parties") shall confirm their mutual understanding concerning responsibilities of each party regarding the IDNYC Program.

WHEREAS, HHC operates Lincoln Hospital and Mental Health Center at 234 149th Street, Bronx, NY 10451 (the "Hospital");

WHEREAS, on July 10, 2014, Mayor 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, HHC desires to participate in and support the IDNYC Program by allowing the Program to operate from and engage with applicants at the Hospital, and by providing additional support to the Program as set forth in this MOU;

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

I. TERM OF AGREEMENT

The term of this MOU shall commence as of March 1, 2015, and shall terminate on December 31, 2015, ("Term") unless sooner terminated as provided for pursuant to Article XI of this MOU.



II. PROGRAM AND SHARED SPACES

A. PROGRAM SPACE.

HHC shall provide HRA with program space (the "Program Space") at the Hospital for the provision of IDNYC Program services, as described below. Said Program Space shall consist of the areas delineated in Appendix A of this MOU.

B. SHARED SPACE.

1. HRA and its contractors, if applicable, shall have the right to use the Shared Space at the Hospital for the "Permitted Uses" described in III, below, subject to the right of HHC to also use the space. For the purposes of this MOU, "Shared Space" at the Hospital include:
 - 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. HHC shall be responsible for the administration, operation, cleaning, maintenance, and repair of the Shared Space consistent with HHC's current practices during HHC's usual operating hours.

- C. RETURN OF THE PROGRAM SPACE.** Upon termination of this MOU, HRA shall vacate the Program Space and, at HHC's 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 HHC or surrender the Program Space to HHC in its then current condition. Should HHC elect to have the Program Space restored, HRA shall do so using its best efforts to avoid disruption to the daily services provided by HHC.

III. PERMITTED USES AND SERVICES

A. PERMITTED USES.

HRA's use of the Program and Shared Spaces shall be solely for the delivery of Services described in Section III.B. of this MOU and the installation of all equipment necessary to implement the IDNYC Program.

B. SERVICES.

HRA and its contractors, if applicable, shall 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 HHC 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 – 7:00 PM
Tuesdays.....	9:00 AM – 7:00 PM
Wednesdays	9:00 AM – 7:00 PM
Thursdays	9:00 AM – 7:00 PM
Fridays	9:00 AM – 7:00 PM
Saturdays.....	10:00 AM – 5:00 PM
Sundays	10:00 AM – 5:00 PM
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 HHC's prior approval.

B. STAFFING.

1. HRA will operate eight 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 the Enrollment Assistants, Enrollment Specialists, and Enrollment Supervisor(s) authorized to work at the IDNYC Program Intake Location to HHC prior to commencement of services at the site. HRA may make modifications to this list with at least one day of written notice to HHC subject to the requirements of Section IX.B.5, below. HRA shall also provide the name of every contractor that will be present at the Hospital in connection with the Program. If any of such contractors will have individuals regularly in the Hospital, HRA shall provide the names of such individuals and ensure that they comply with the requirements of Section IX.B.5, below.

C. SIGNAGE.

Locations of signage in areas other than the Program Space shall be subject to prior approval of HHC. HHC shall install the IDNYC Program Signage, unless it authorizes HRA and its contractors, to do so.

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 HHC to HRA for purposes of operating the IDNYC Program will be



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returned to HHC upon request in substantially the same condition as it was when initially loaned to HRA.

E. MATERIALS OTHER THAN SIGNAGE.

HRA will 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.

HHC 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 HHC.

G. NETWORK.

HRA will install and maintain CityNet connectivity for all HRA staff conducting enrollment.

H. PHONES.

HHC will allow for HRA use of existing phone extensions for the Program team. Program team members will be able to make outbound local calls.

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. HHC shall install a security camera to monitor the activities within the Program Space. The feed from such camera will go to the Hospital security unit for monitoring. HRA shall reimburse HHC approximately \$3,000 for the cost of installing such camera pursuant to an invoice.

VI. MAINTENANCE, REPAIRS, & CLEANING

A. MAINTENANCE.

HHC will continue to provide routine maintenance for all space at the IDNYC Program Intake Location, including the Program Space.

B. REPAIRS.

HHC will continue to provide routine repairs for all space at the IDNYC Program Intake Location, including the Program Space.



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C. CLEANING.

HRA will not be expected to provide additional cleaning services for the IDNYC program at the IDNYC Program Intake Location. HHC will continue to provide cleaning services for all space at the IDNYC Program Intake Locations, including 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 HHC in its marketing materials for the IDNYC Program and HHC may refer to the IDNYC Program in its marketing materials. HHC may provide for the distribution of marketing materials to Program clients in the Program Space with respect to the Hospital as well as HHC's managed care plan, MetroPlus.

VIII. UTILITIES

HHC shall provide electricity to the Program Space.

IX. ADDITIONAL RESPONSIBILITIES

A. ADDITIONAL HHC RESPONSIBILITIES

1. HHC shall designate a HHC staff member to liaise with the HRA Executive Director of the IDNYC Program, or his/her designee.
2. HHC 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 HHC staff member.
2. HRA shall pay HHC for the cost to provide additional cleaning and maintenance services to the Program space in the amount of \$1,216 per month.
3. HRA shall reimburse HHC for the actual cost for the alterations to the Program Space requested by HRA in accordance with Appendix B attached hereto in the amount of \$12,599.39
4. HRA shall reimburse HHC for any cost reasonably incurred by HHC to restore the Program Space to its condition before its use for the Program. Upon termination of the MOU and at the request of HHC, HRA shall remove any wiring or other items installed for CityNet. If HRA has not removed such wiring within thirty days of written notice from HHC requesting such removal, HHC may remove such wiring and HRA will reimburse HHC for the reasonable cost of the work.
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 HHC invoice to HRA. All payments shall be made payable to HHC and shall be sent to the Hospital to the attention of: Chief Financial Officer.



6. HRA acknowledges that applicable regulations require that all persons regularly in HHC facilities participate in training and orientation programs prior to their activities at such facilities and that failure to do so exposes HHC 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 acknowledges HHC's 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 HHC 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 HHC 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 HHC, 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 HHC 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 III, Section C and Article V, Section B(3) 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 and Hospital Corporation
125 Worth Street, Room 527
New York, New York, 10013
Attn: General Counsel

Lincoln Hospital
234 149th Street
Bronx, NY 10451
Attention: Margaret Jung, Chief of Staff



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New York City Human Resources Administration
1 Metrotech North, 6th Floor
Brooklyn, New York 11201
Attention: Jennifer Tavis, 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.



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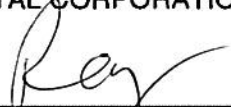
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NEW YORK CITY
HUMAN RESOURCES ADMINISTRATION


Name: Vincent Pullo
Title: Agency Chief Contracting Officer

6/12/15
Date:

NEW YORK CITY HEALTH AND
HOSPITAL CORPORATION



Name: Ramanathan Raju
Title: President

Date:

ACKNOWLEDGEMENTS:

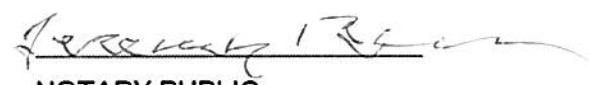
STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

On this 12th day of June, 2015, before me personally came
Vincent Pullo, to me known and known to me to be
Acco of the HUMAN RESOURCES
ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the
person described in and who is duly authorized to execute the foregoing instrument on behalf of
the Commissioner, and he acknowledged to me that he executed the same for the purpose
therein mentioned.


NOTARY PUBLIC SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2016

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

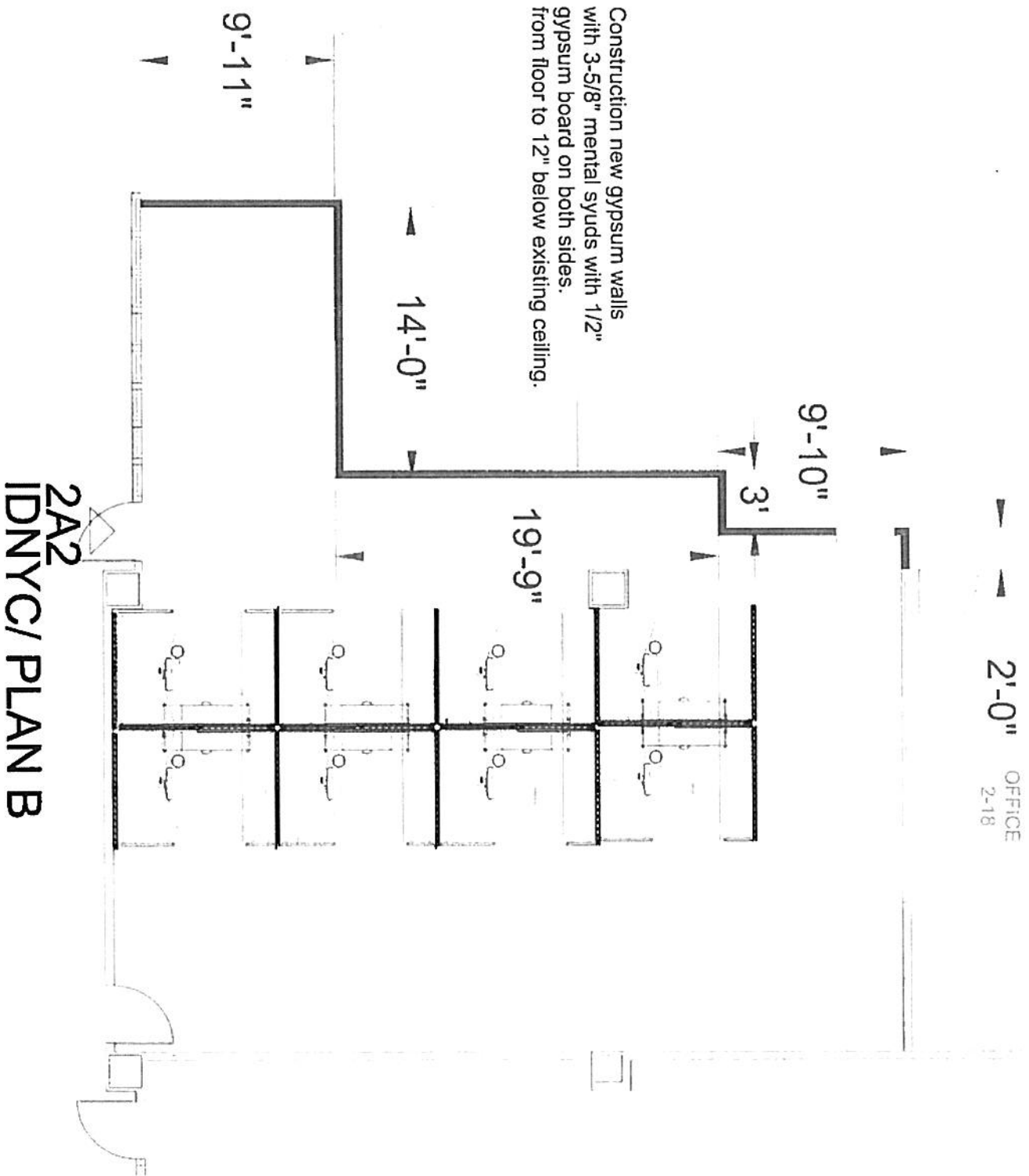
On this 1st day of March, 2015, before me personally came Ramanathan Raju, to me known,
and known to me to be the President of the NEW YORK CITY HEALTH AND HOSPITAL
CORPORATION, the person described in and who is duly authorized to execute the foregoing
instrument on behalf of the Commissioner, and he acknowledged to me that he executed the
same for the purpose therein mentioned.


NOTARY PUBLIC

JEREMY BERMAN
Notary Public, State Of New York
No. 31-4667220
Qualified In New York County
Commission Expires April 30, 2018

July 22, 2018

Appendix A



Appendix B

Job Order Contract

Price Proposal Summary - CSI

Date:	March 13, 2015	
Contract Number:	26-1405000	
Job Order Number:	VAST.LINC.87.0	
Job Order Title:	Lincoln Hospital Clinics Painting Work	
Contractor:	NYCHHC - Vastech Contracting Corporation	
Proposal Value:	\$13,184.72	
Proposal Name:	2A2 wall	
01 - General Requirements:		\$3,215.63
08 - Openings:		\$2,177.00
09 - Finishes:		\$7,792.09
Proposal Total		\$13,184.72

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Appendix C



ecom Technologies
 27 Park Place # 213
 New York, NY 10007
 (212) 619-0524 (Phone)
 (212) 566-6368 (Fax)

QUOTE
Q15053

Sold To: Lincoln Hospital Center
 Guillermo Magdaleno
 234 East 149th Street
 Bronx, New York 10451

Email: guillermo.magdaleno@nychhc.org
Phone: (718) 579-5286
Fax: (718) 579-5565

Ship To: Lincoln Medical Center
 Elvis Cruz
 234 East 149th Street
 Bronx, New York

Email: elvis.cruz@nychhc.org
Phone: (718) 579-5286
Fax:

Job Name:

LINCOLN HOSPITAL: - CCTV - 2nd floor N.Y.C. ID Program 2A2.

4/21/2015

SYSTEM DESCRIPTION

CCTV 2nd floor N.Y.C. ID program 2A2.

To provide and install (1) Sony High resolution IP cameras within 2nd Floor Lab.

Cabling will be provided by "Others"

Note:

1. Client to provide IP address
2. Client to provide termination point - Switch
3. Client with Cabling Contractor to provide cabling between proposed cameras and provided Switch.

Ln #	Qty	Manufacturer	Description	Unit Price	Ext. Price
1	1	AXIS	Sony High resolution Indoor IP cameras	\$343.00	\$343.00
2	1	SALIENT	CVSW-PROIP License	\$187.60	\$187.60
3	1		Miscellaneous - Installation Materials	\$75.00	\$75.00
4	1		LABOR	\$452.70	\$452.70
SubTotal					\$1,058.30
Sales Tax					\$0.00
Shipping					\$0.00
Total					\$1,058.30