



**Human Resources  
Administration  
Department of  
Social Services**



**Mayor's Office of  
Operations**



**Health**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**The New York City Human Resources Administration**

**And**

**The New York City Department of Health and Mental Hygiene**

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 ("the IDNYC Program" or "the Program"), and the New York City Department of Health and Mental Hygiene (DOHMH), whose offices are located at 42-09 28<sup>th</sup> Street, Long Island City, NY 11101 (collectively, "the Parties") shall confirm their mutual understanding concerning responsibilities of each party regarding the IDNYC Program.

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");

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, DOHMH, which manages a site at 34-33 Junction Boulevard, Jackson Heights, Queens 11372, desires to participate in and support the IDNYC Program by allowing the Program to operate from and engage with applicants at this location, hereinafter the "IDNYC Program Intake Location," 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 March 1<sup>st</sup>, 2015, and shall terminate on June 30, 2016, ("Term") unless sooner terminated as provided for pursuant to Article XI of this MOU. The Agreement shall renew for successive one-year terms in each of the consecutive fiscal years 2017, 2018, and 2019 unless either of the Parties notifies the other 90 days prior to the conclusion of each calendar year that it no longer intends to operate the IDNYC Program at the IDNYC Program Intake Location.

## **II. PROGRAM AND SHARED SPACES**

### **A. PROGRAM SPACE.**

DOHMH shall provide HRA with program space ("Program Space") at the IDNYC Program Intake Location 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 within the IDNYC Program Intake Location for Permitted Uses subject to the right of DOHMH to use the space. For the purposes of this MOU, "Shared Space" at the IDNYC Program Intake Location shall include:
    - a. Entryways, hallways, elevators, and stairs leading from the ground floor to the Program Space;
    - b. Restrooms located on the basement and ground floor levels;
    - c. Storage areas as described in Section IV.F of this MOU; and
    - d. With 10 days written notice to DOHMH, the waiting room located in the ground floor on Mondays, Tuesdays, and Thursdays.
  2. DOHMH shall be responsible for the administration, operation, cleaning, maintenance, and repair of the Shared Space consistent with DOHMH's current practices during DOHMH's usual operating hours.
- C. RETURN OF THE PROGRAM SPACE.** Upon termination of this MOU, HRA shall, at DOHMH's option and as promptly as feasible but no later than 90 days after the termination date, restore the Program Space to its original condition at no cost to DOHMH and during the restoration process shall use its best efforts to avoid disruption to the daily services provided by DOHMH.

## **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 only use Program and Shared Spaces to provide New York City residents with access to the IDNYC Program. This includes, but is not limited to, disseminating information regarding the program and card, and enrollment into the IDNYC system. The services provided by HRA and its contractors and by DOHMH as described in this agreement 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..... 8:30 AM – 7:00 PM  
Tuesdays..... 8:30 AM – 7:00 PM  
Wednesdays..... 8:30 AM – 7:00 PM  
Thursdays..... 8:30 AM – 7:00 PM  
Fridays ..... 8:30 AM – 5:00 PM  
Saturdays ..... 8:30 AM – 4:30 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 DOHMH's prior approval.

##### **B. STAFFING.**

1. HRA will operate nine (9) workstations with one Enrollment Specialists stationed at each to process IDNYC intake during all hours of operation. In the event that participation in the IDNYC Program is lower than anticipated, HRA shall have the discretion to modify the staffing plan as needed with 10 days prior written notice to DOHMH. In no event shall HRA operate more than nine workstations at the IDNYC Program Intake Location unless this MOU is modified in writing.
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 DOHMH prior to commencement of services at the site. HRA may make modifications to this list with at least one (1) day of written notice to DOHMH.

##### **C. SIGNAGE.**

Locations of signage in areas other than the Program Space shall be subject to prior approval of DOHMH. DOHMH shall install the IDNYC Program Signage, unless it authorizes HRA and its contractors, if applicable, 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 IDNYC Program Intake Locations in good condition. All furnishings, goods, equipment, supplies lent by DOHMH to HRA for purposes of operating the IDNYC Program will be returned to DOHMH 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 Intake Locations Program Space.

**F. STORAGE.**

DOHMH shall make modest storage space available as needed in Shared Space at IDNYC Program Intake Locations for signage, equipment, and inventory, subject to the lease requirements, if any. The provision of storage space will be subject to availability and approval of the DOHMH.

**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 DOHMH, HRA shall remove any wiring or other items installed for CityNet.

**H. PHONES.**

DOHMH will allow for HRA use of existing phone extensions for the IDNYC team. IDNYC team members will be able to receive calls and make outbound local calls. HRA will be responsible for maintenance and repairs of phones.

**V. SECURITY**

HRA will reimburse DOHMH for the cost of additional security personnel stationed at the IDNYC Program Intake Location as described in Appendix B of this MOU to ensure the maintenance of order in the Common and Program Spaces during the hours of operations noted in Section IV.A.1 of this MOU. Appendix B may be updated with the consent of the Parties at the time of each annual renewal of this MOU to reflect changes in security costs. If DOHMH extends hours of operation at the IDNYC Program Intake Location to accommodate the IDNYC program beyond those noted in Section IV.A of this MOU, HRA will be responsible for the associated additional security costs.

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

**A. MAINTENANCE.**

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

**B. REPAIRS.**

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

**C. CLEANING.**

HRA will reimburse DOHMH for the additional custodial costs at the IDNYC Program Intake Location as described in Appendix B of this MOU. Appendix B may be updated with the consent of the Parties at the time of each annual renewal of this MOU to reflect changes in cleaning costs. If DOHMH extends hours of operation at the IDNYC Program Intake Location to accommodate the IDNYC program beyond those noted in

Section IV.A of this MOU, HRA will be responsible for the associated additional maintenance costs.

**VII. PROMOTIONAL ACTIVITIES**

Each party shall have the right to advertise and promote the IDNYC Program services offered. HRA may refer to DOHMH in its marketing materials for the IDNYC Program and DOHMH may refer to the IDNYC Program in its marketing materials.

**VIII. UTILITIES**

The Parties will cooperate with OMB to identify appropriate sources of funding within available appropriation to pay the costs of any increased expenses associated with phone, electricity and other utilities as a result of the Services being provided at the IDNYC Program Intake Locations.

**IX. ADDITIONAL RESPONSIBILITIES**

**A. ADDITIONAL DOHMH RESPONSIBILITIES**

1. DOHMH shall designate a DOHMH staff member to liaise with the HRA Executive Director of the IDNYC Program, or his/her designee.
2. DOHMH 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**

HRA shall designate a HRA Executive Director of the IDNYC Program, or his/her designee, to liaise with the DOHMH staff member.

**X. MODIFICATION & TERMINATION**

**A. MODIFICATIONS.**

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

**B. TERMINATION.**

Both HRA and DOHMH 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 Department of Health and Mental Hygiene  
42-09 28<sup>th</sup> Street, WS 16-59  
Long Island City, NY 11101  
Attention: Julie Friesen, Deputy Commissioner of Administration

New York City Human Resources Administration  
1 Metrotech, 6<sup>th</sup> 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 DOHMH premises. In the event 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.

**SIGNATURES ON NEXT PAGE**

NEW YORK CITY  
HUMAN RESOURCES ADMINISTRATION

NEW YORK CITY DEPARTMENT  
OF HEALTH AND MENTAL HYGIENE

[Signature]  
Name: Vincent Pullo  
Title: Agency Chief Contracting Officer

[Signature]  
Name: Julie Eriksen  
Title: Deputy Commissioner of Administration

Date: 9/24/15

Date: 9/30/15

**ACKNOWLEDGEMENTS:**

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On this 29<sup>th</sup> day of April 2015, before me personally came  
Vincent Pullo  
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.

Diego F. Mejia  
Commissioner of Deeds  
City of New York No. 4-6378  
Certificate Filed in New York County  
Commission Expires Sept 11 2016

[Signature]  
NOTARY PUBLIC

Yvette Berry  
Commissioner of Deeds, City of New York  
No. 2-12602  
Cert. Filed in New York County  
Commission Expires on July 1, 2014  
8/1/2016

STATE OF NEW YORK )

SS.:

COUNTY OF QUEENS)

On this 30 day of April 2015, before me personally came  
Julie Eriksen, to me known, and known to me to be

the Deputy Commissioner of Administration of the DEPARTMENT OF HEALTH AND MENTAL HYGIENE 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.

[Signature]  
NOTARY PUBLIC



**APPENDIX B**

<b>IDNYC Program Intake Location</b>						
<b>Weekly Security &amp; Custodial Costs for Additional Hours</b>						
<b>Title</b>	<b>No. Of Staff</b>	<b>Regular Wage/Hour</b>	<b>Overtime Wage/Hour</b>	<b>Regular Hours/Week</b>	<b>Overtime Hours/Week</b>	<b>Cost/Week</b>
Health Police*	1	\$22.55	\$33.83	N/A	7	\$236.78
Custodial**	1	\$21.56	\$32.34	N/A	12	\$388.08
Allied Barton	1	\$29.47	N/A	61.00	N/A	\$1,797.67
<b>Total Weekly Cost=</b>						<b>\$2,422.53</b>
<p>*Health Police Officer overtime @ 7 hours per week: <i>Tuesdays (3 hours), Wednesdays (3 hours), and Fridays (1 hour)</i></p> <p>**Custodial overtime @ 12 hours per week: <i>Mondays - Fridays (4 hours/day) and Saturdays (8 hours)</i></p> <p>***Allied Guard @ 61 per week: <i>Mondays -Thursdays (11 hours/day), Fridays (9 hours), and Saturdays (8 hours)</i></p>						