

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 28th 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" 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, DOHMH which manages a site at East Harlem Health Center, 158 East 115 Street, New York, NY 10029 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 on January 1, 2016 and shall terminate on December 31, 2016, ("Term") unless sooner terminated as provided for pursuant to Article X 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 (the "Program Space") at the IDNYC Program Intake Location for the provision of IDNYC Program services, as described below. Said Program Space shall include room 220 on the second floor of the IDNYC Program Intake Location and shall consist of the areas delineated in Appendix A, hereto attached.

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 also use the space. For the purposes of this MOU, "Shared Space" shall include:
 - a. Entryways, escalators, hallways¹, elevators, and stairs; and
 - b. Restrooms.
 2. DOHMH shall be responsible for the administration, operation, cleaning, maintenance, and repair of Shared Spaces 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 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

¹The Program shall not place seating in hallways to use as a waiting area.

Program and card, and enrollment into the IDNYC system. The services provided by HRA and its contractors and by DOHMH 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..... 8:30 AM – 5:00 PM
Tuesdays..... 8:30 AM – 5:00 PM
Wednesdays 8:30 AM – 5:00 PM
Thursdays 8:30 AM – 5:00 PM
Fridays 8:30 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 DOHMH's prior approval.

B. STAFFING.

1. HRA will operate one (1) workstation with one Enrollment Specialist stationed to process IDNYC intake during all hours of operation.
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.

Location 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 Location 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 Location Program Space.

F. STORAGE.

DOHMH may make modest storage space available as needed in Shared Space at location 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 not be expected to provide additional security for the IDNYC Program during regular hours of operations, unless requested by DOHMH based on demonstrated need. If DOHMH extends hours of operation at the IDNYC Program Intake Location to accommodate the IDNYC program, HRA will be responsible for 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 not be expected to provide additional cleaning services for the IDNYC Program Intake Location. DOHMH will continue to provide cleaning services for all space at the Intake Location, 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 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 Location.

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 an 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 the right to terminate this MOU without cause upon ninety (90) days written notice to the other party.

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 28th Street, WS 16-59
Long Island City, NY 11101

Attention: Julie Friesen, Deputy Commissioner of Administration

New York City Human Resources Administration

1 Metrotech, 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 DOHMH premises. 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.

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 Friesen
Title: Deputy Commissioner of Administration

Date: 6/29/16

Date: 3/24/16

ACKNOWLEDGEMENTS:

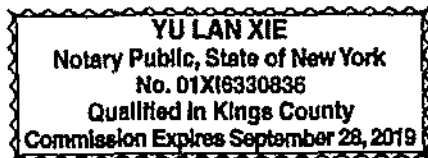
STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On this 29th 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.



[Signature]
NOTARY PUBLIC

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

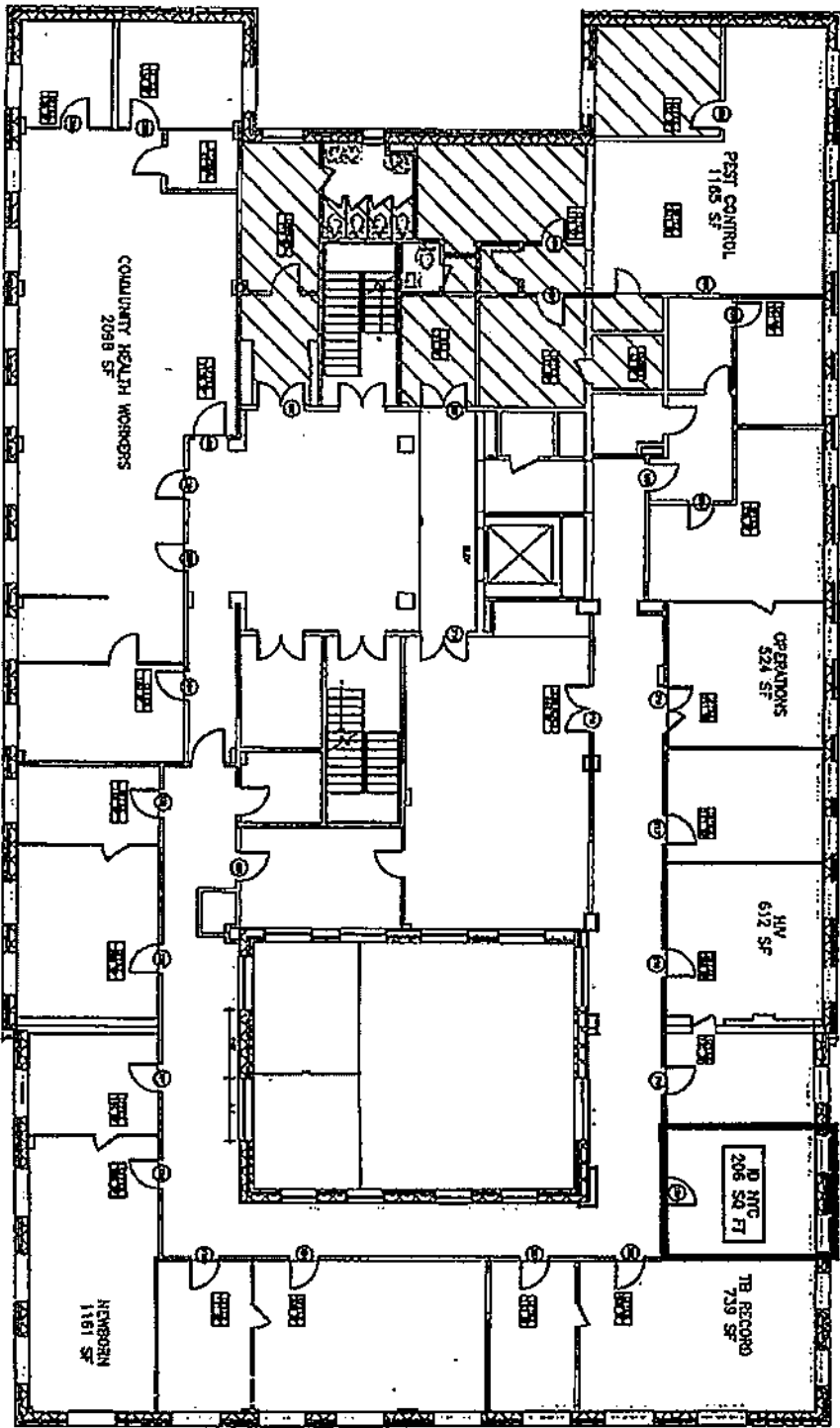
On this 24th day of March 2015, before me personally came
Julie Friesen, to me known, and known to me to be the
Deputy Commissioner of the DEPARTMENT OF HEALTH AND MENTAL HYGIENE
of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

[Signature]

NOTARY PUBLIC

ROSARIA L. GARCIA
Commissioner of Health
City of New York No. 2-11066
Certificate Filed in New York City
Commission Expires April 1, 2017

APPENDIX A



2 SECOND FLOOR
EAST HARLEM HEALTH CENTER



USGBC
LEED NC
Total Sqft : 206

NYC NEW YORK CITY
Department of Health
and Mental Hygiene
Office of Public Health Planning
4302 33rd Street, Queens, NY 11367

PROJECT:
EAST HARLEM H.C.
138 EAST 138th STREET, NY, NY, 10029
ARCHITECT:
NYC
SECOND FLOOR PLAN

DATE: 09/03/09
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1/8" = 1'-0"
SHEET NO: 1
TOTAL SHEETS: 1

FINANCE MOU/INTRA-CITY COVER SHEET

TYPE OF AGREEMENT

HRA is the Buying Agency HRA is the Selling Agency Other - Explain _____

AGREEMENT PARTNERS

DOHMH
(East Harlem Health Center)

PARTNER CONTACT INFORMATION:

158 East 15th St, NY, NY 10029
DOHMH-42-09 28th St, LIC, NY 11101

PROGRAM CONTACT INFORMATION:

Jennifer Lewis-IDNYC
1 Metropolitan Av, 10th Fl, Brooklyn, NY 11201

AGREEMENT PERIOD

From 1/1/16 To 12/31/16

RENEWALS

yes

no

If yes? How many?

3 1yr

Expires?

12/31/19

BRIEF DESCRIPTION

IDNYC is launching an enrollment center
at DOHMH East-Harlem location

THE FOLLOWING AGREEMENT IS (circle those that apply)

- 1. Payment & Claimable (HRA pays and claims)
- 2. Claiming on behalf of another Agency (HRA only claims)
- 3. Payment Only (CTL, CEO, YMI)

(4) Other (Explain) Shared use of space - no cost to IDNYC as the
program will operate during normal business hours only.

AMOUNT (not to exceed)

NA

FREQUENCY of BILLING (monthly, quarterly)

NA

REVENUE SOURCE CODE

CLAIMING FUNCTION

BUDGET CODE

OBJECT CODE

SUB. OBJECT

REPORTING CAT

Budget Manager Signoff

[Signature] 12/30/15

¹ Program contact must review and sign off on the invoices or expenses