

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION  
AND  
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION**

**This Memorandum of Understanding (“MOU”)** made by and between the New York City Human Resources Administration (“HRA”), with offices located at 150 Greenwich Street, New York, New York 10007, as administering agency of the New York City Municipal ID Program (“IDNYC Program” or “the Program”), and New York City Health and Hospitals Corporation (“NYC Health + Hospitals”), with main offices located at 125 Worth Street, New York, New York 10013 (collectively, “the Parties”).

**WITNESSETH:**

**WHEREAS**, on July 10, 2014, Mayor Bill de Blasio signed into Local Law No. 35 of 2014, establishing the IDNYC Program; and

**WHEREAS**, Mayor Bill de Blasio issued Executive Order No. 6 of 2014 designating HRA as the administering agency of the Program; and

**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; and

**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**, NYC Health + Hospitals operates NYC Health + Hospitals/ Metropolitan (“Metropolitan”) at 1901 First Avenue, New York, New York 10029; and

**WHEREAS**, NYC Health + Hospitals desires to participate in and support the IDNYC Program by allowing the Program to operate from and engage with applicants at Metropolitan , and by providing additional support to the Program as set forth in this MOU;

**NOW, THEREFORE**, the Parties hereto agree as follows:

**Article I. Term of Agreement**

The term of this MOU shall commence as of September 5, 2017 and shall terminate on June 30, 2018 (“term”) unless sooner terminated as provided for pursuant to Article X of this MOU.

## **Article II. Program and Shared Spaces**

### **A. Program Space**

NYC Health + Hospitals shall provide HRA with program space (the “Program Space”) at Metropolitan for the provision of IDNYC Program services, as described below. Said Program Space shall consist of the areas delineated in **Exhibit A** of this MOU.

### **B. Shared Space**

1. HRA and its contractors, if applicable, shall have the right to use the Shared Space at Metropolitan for the “Permitted Uses” described in Article III below, subject to the right of Metropolitan to also use the space. For the purposes of this MOU, “Shared Space” includes:
  - i. Entryways, escalators, hallways, elevators, and the stairs leading from the ground floor to the Program Space;
  - ii. Restrooms located on the 1<sup>st</sup> level; and
  - iii. Storage areas as described in Article IV(F) of this MOU.
2. Metropolitan shall be responsible for the administration, operation, cleaning, maintenance, and repair of the Shared Space consistent with its current practices during its usual operating hours.

**C. Return of the Program Space.** Upon termination of this MOU, HRA shall vacate the Program Space and, at Metropolitan’s option and as promptly as feasible, but no later than ninety (90) days after the termination date, either restore the Program Space to its original condition at no cost to NYC Health + Hospitals or surrender the Program Space in its current condition. Should NYC Health + Hospitals elect to have the Program Space restored, HRA shall do so using its best efforts to avoid disruption to the daily services provided by Metropolitan.

## **Article III. Permitted Uses and Services**

### **A. Permitted Uses**

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

### **B. Services**

HRA and its contractors, if applicable, shall use Program Space 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 and conducting IDNYC applicant enrollment. The services provided by HRA and its contractors and by NYC Health + Hospitals described in this MOU shall be referred to collectively as “the Services.”

## **Article IV. Operations**

### **A. Hours of Operation**

1. Hours of operation. The hours of operation of the IDNYC Program Enrollment Location shall be as follows, with the exception of New York City government holidays:  
  
Mondays through Fridays: 9:00 a.m. to 5:00 p.m.
2. Changes in hours of operation. HRA requests for changes in or addition to the hours of operation must be made in writing five (5) business days in advance of the date the requested change would occur and shall be subject to Metropolitan's prior approval.

### **B. Staffing**

1. HRA will operate four workstations with one Enrollment Specialist stationed at each to process IDNYC applications during all hours of operation. If participating in the IDNYC Program is higher or lower than anticipated, HRA shall have the discretion to modify the staffing plan.
2. HRA will have Enrollment Supervisor(s) on-site for most hours of operation.
3. HRA shall provide a written list of the Enrollment Assistants, Enrollment Specialists, Enrollment Supervisor(s), and Integrity Specialists authorized to work at the IDNYC Program Enrollment Center Location to Metropolitan prior to commencement of services at the site. HRA may make modifications to this list with at least one day of written notice to Metropolitan. HRA shall also provide the name of every contractor that will be present at Metropolitan in connection with the Program. If any of such contractors will have individuals regularly in Metropolitan, HRA shall provide the names of such individuals to NYC Health + Hospitals/Metropolitan in writing.

### **C. Signage**

Locations of signage in areas other than the Program Space shall be subject to prior approval by Metropolitan. Metropolitan shall install the IDNYC Program Signage, unless it authorizes HRA and/or 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 Metropolitan in good condition. All furnishings, goods, equipment, supplies lent by Metropolitan to HRA for purposes of operating the IDNYC Program will be returned to Metropolitan 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. Network**

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

**G. Phones**

HRA will install and maintain its own phone lines.

**Article V. Security (if applicable)**

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. Any such security guard shall receive in-service training on the policies and procedures of Metropolitan.

**Article VI. Maintenance, Repairs, & Cleaning**

**A. Maintenance**

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

**B. Repairs**

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

**C. Cleaning**

HRA will not be expected to provide additional cleaning services for the IDNYC Program at the IDNYC Program Enrollment Location. Metropolitan will continue to provide cleaning services for all space at the IDNYC Program, including the Program Space.

**Article VII. Promotional Activities**

Each party shall have the right to advertise and promote the IDNYC Program services offered. HRA may refer to NYC Health + Hospitals and Metropolitan in its marketing materials for the IDNYC Program and NYC Health + Hospitals and Metropolitan may refer to the IDNYC Program in its marketing materials. NYC Health + Hospitals may provide for the distribution of marketing materials to clients of the Program in the Program Space with respect to Metropolitan as well as NYC Health + Hospitals' managed care plan, MetroPlus.

**Article VIII. Utilities**

Metropolitan shall provide normal electricity to the Program Space at no additional cost to HRA.

**Article IX. Additional Responsibilities**

**A. Additional NYC Health + Hospitals Responsibilities**

1. Metropolitan shall designate a staff member to liaise with HRA Executive Director of the IDNYC Program, or his/her designee.
2. Metropolitan shall cooperate with Program implementation, operations, close-out activities and audits conducted by HRA, its designee, 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 Metropolitan staff member.
2. HRA shall pay and NYC Health + Hospitals shall accept an amount not-to-exceed \$11,280.00 for all services and costs incurred pursuant to this MOU in accordance with the Budget attached hereto as **Exhibit B**. The amount not to exceed shall include any and all costs for rent, cleaning, maintenance, security as discussed in **Section V**, and alterations to the Program space, in accordance with the attached Budget.
3. HRA shall reimburse NYC Health + Hospitals for any cost reasonably incurred by NYC Health + Hospitals to restore the Program Space to its condition before its use for the Program. Upon termination of the MOU and at the request of Metropolitan, HRA shall remove any wiring or other items installed for CityNet. If HRA has not removed such wiring within thirty (30) days of written notice from Metropolitan requesting such removal, Metropolitan may remove such wiring and HRA will reimburse NYC Health + Hospitals for the reasonable cost of the work.
4. Payment shall be made on the basis of approved invoices. Invoices, along with any supporting documentation deemed necessary by HRA shall be submitted to:

Attn: Sheldon Gervis  
IDNYC Head of Budgets and Contracts  
NYC Human Resources Administration  
1 MetroTech North, 6<sup>th</sup> Floor  
Brooklyn, NY 11201  
[gerviss@hra.nyc.gov](mailto:gerviss@hra.nyc.gov)

All payments shall be made payable to NYC Health + Hospitals and shall be sent to Metropolitan to the attention of: Chief Financial Officer.

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 invoice to HRA and HRA's approval of said invoice.
6. HRA shall continue to acknowledge that applicable regulations require that all persons regularly in any of the NYC Health + Hospitals facilities participate in training and orientation programs prior to their activities at such facilities and that failure to do so exposes NYC Health + Hospitals and Metropolitan 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 Metropolitan available for such training and orientation programs prior to their activities at Metropolitan. Further, HRA continues to acknowledge NYC Health + Hospitals' 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 Metropolitan 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 NYC Health + Hospitals and the City of New York as an additional Insured. HRA shall furnish to representatives of Metropolitan certificates of insurance evidencing such coverage upon request.
8. HRA shall defend, indemnify and hold NYC Health + Hospitals and the City of New York harmless from and against any claim for any bodily injury or damage to property arising out of the conduct of the Program at Metropolitan except to the extent that any such injury or damage was due to the negligence or wrongful acts of NYC Health + Hospitals, its employees, contractors or agents.
9. HRA shall fully cooperate with any investigation, audit or inquiry conducted of NYC Health + Hospitals relating to this MOU.

#### **Article X. Modification and Termination**

##### **A. Modifications**

This MOU may be modified at any time upon written agreement by both Parties. It may not be modified orally.

##### **B. Termination**

Both HRA and NYC Health + Hospitals shall have the right to terminate this MOU without cause upon ninety (90) days written notice to the other party.

**Article XI. Notices**

All notices, invoices, and requests hereunder by either party shall be in writing and directed to the following:

**To NYC Health + Hospitals:**

New York City Health and Hospitals Corporation  
125 Worth Street, Room 527  
New York, New York 10-013  
Attn: General Counsel

With a copy to:  
NYC Health + Hospitals/Metropolitan  
227 Madison Avenue  
New York, New York 10002  
Attn: Executive Director

**To NYC HRA:**

Attn: Jessica Pulitzer, IDNYC Community Relations Advisor  
NYC HRA IDNYC Program  
1 MetroTech North, 6th Floor  
Brooklyn, NY 11201

**Article XII. Miscellaneous**

This MOU operates under the assumption that the IDNYC Program does not involve any fees charged to the applicant served at Metropolitan. 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.

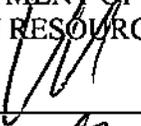
**XIII. Entire Agreement**

This MOU contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates appearing below their respective signatures.

THE CITY OF NEW YORK  
DEPARTMENT OF SOCIAL SERVICES  
HUMAN RESOURCES ADMINISTRATION

BY 

TITLE Asst

DATE 10/24/17

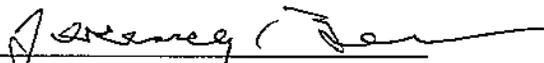
NEW YORK CITY HEALTH AND HOSPITALS

BY 

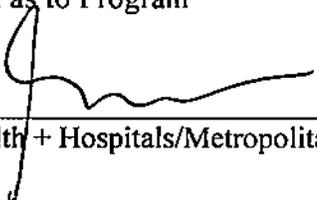
TITLE Roslyn Weinstein, Vice President

DATE \_\_\_\_\_

Approved as to Form

By:   
NYC Health + Hospitals

Approved as to Program

By:   
NYC Health + Hospitals/Metropolitan

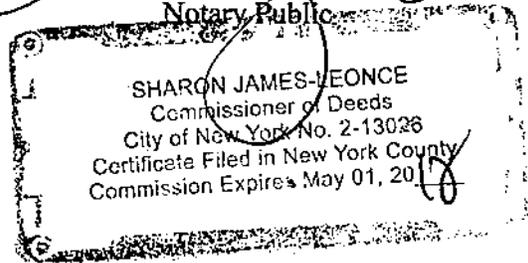
STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On this 24<sup>th</sup> day of Oct 2017, before me personally came Vincent Pillo  
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 executed  
the foregoing instrument, and she/he acknowledged to me that she/he executed the  
same for the purpose therein mentioned.

Sharon James Leonce  
Notary Public



STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 19<sup>th</sup> day of September 2017, before me personally came  
Rashun Weinstein, to me known and known to be to be  
Vice President of New York City Health and Hospitals Corporation, the person  
described in and who executed the the foregoing instrument and acknowledged that she/he  
executed the same.

Victoria Mccool  
NOTARY PUBLIC

VICTORIA MCCOOL  
NOTARY PUBLIC - State of New York  
Reg. No. 02MC6102414  
Qualified in Kings County  
Commission Expires December 8, 2019

**Exhibit A**

**Description of Location**

**Use of space at 1901 1st Avenue, Room 121-A**

**Hours of operation: 9:00 am - 5:00 pm, Mondays through Fridays**

**Exhibit B**

**Budget**

**Monthly Cost for cleaning and maintenance Services**

\$2.00 a Sq., Foot x 470 Sq. feet total \$940.00 a month

\$940.00 x 12 months = **Total : \$11,280.00**