

CALL TO ORDER

Mark Page

- ADOPTION OF MINUTES – July 12, 2017

Mark Page

- VICE PRESIDENT'S REPORT

Roslyn Weinstein

ACTION ITEMS

- **Resolution** **Roslyn Weinstein**
Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute an extension of the existing agreements with Arcadis U.S., Inc. ("Arcadis") and with Parsons Brinckerhoff, Inc. ("Parsons") for a term of five years for an amount not to exceed \$1,277,702.94, which consists of the balance of funds left unused from the prior contract with these firms in order for such firms to continue planning and design services for Hurricane Sandy repair and mitigation projects.

Preliminary Vendor Responsibility Determination: Pending

- **Resolution** **Alina Moran / Gregory Calliste**
Authorizing NYC Health + Hospitals ("NYC Health + Hospitals") to execute a revocable five year license agreement with the New York City Department of Health and Mental Hygiene (the "Licensee") for use and occupancy of approximately 1,437 square feet of space and 1,305 square feet of space at NYC Health + Hospitals/Metropolitan and NYC Health + Hospitals/Woodhull (the "Facilities"), respectively for the operation of the New York City Nurse-Family Partnership program (the "Program") at the rate of \$45 per sq. ft. for an annual occupancy fee of \$64,665 for Metropolitan and \$58,725 for Woodhull for a five year total of \$323,325 for Metropolitan and \$293,625 for Woodhull.

- **Resolution** **Christopher Roker**
Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute a revocable license agreement with the New York City Police Department (the "NYPD" or "Licensee") for its continued use and occupancy of space of 50 square feet of space on the roof of the "N" Building to operate radio communications equipment at NYC Health + Hospitals/Queens (the "Facility") with the occupancy fee waived.

- **Resolution** **Anthony Rajkumar**
Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute a five year revocable license agreement with the Federal Bureau of Investigation of the United States Department of Justice (the "Licensee") for its continued use and occupancy of 150 square feet of space on the roof of the Main Building and the 14th Floor Mechanical Room to house communications equipment at NYC Health + Hospitals/Coney Island (the "Facility") at an annual occupancy fee of \$9,299 or \$61.32 per square foot to be escalated by 3% per year for a five year total of \$49,370.

- **Resolution** **Anthony Rajkumar / Ken Feldman**
Authorizing the NYC Health + Hospitals (the "Health Care System") to execute a three-year revocable license agreement with the New York City Department of Housing Preservation and Development ("HPD") for the Corporation's continued use and occupancy of Block 7061, Lots 16, 39, 40, 41, 42, 43, 44 and 45 in the Coney Island area of Brooklyn for the operation of the Ida G. Israel Community Health Center (the "Ida G. Health Center") managed by Coney Island Hospital Center (the "Facility") at an annual payment to HPD of \$130,000 for a total over the three year term of \$390,000.
- **Resolution** **Ebone Carrington**
Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute a five year, revocable, license agreement with Touro College & University System ("Touro") for full-time, use and occupancy of approximately 11,218 sq. ft. located on the 4th Floor of the Samuel Kountz Pavilion at NYC Health + Hospitals/Harlem (the "Licensed Space") to operate the Harlem Hospital Center School for Radiologic Technology (the "SRT") at an occupancy fee of \$47 per sq. ft. for a total annual amount of \$527,246 during the first year to be escalated by 2.5% per year.

Preliminary Vendor Responsibility Determination: Pending

- **Resolution** **Ebone Carrington**
Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to approve a Capital Project for an amount not to exceed \$23,000,000 for planning, pre-construction, design, construction and construction management services necessary for the upgrade of the emergency power distribution system providing a Type 1 Essential Electrical System (the "Project") at NYC Health + Hospitals / Harlem (the "Facility").
- **Resolution** **Dean Moskos**
Authorizing the New York City Health and Hospitals Corporation (the "System") to procure and outfit such ambulances in the System's name on behalf of the Fire Department of the City of New York ("FDNY"), through City-wide Requirements Contracts as are, from time to time requested by FDNY provided that the System receives the required City of New York capital funding explicitly provided for such purchases; such authorization to remain in effect until withdrawn.

OLD BUSINESS

NEW BUSINESS

ADJOURNMENT

CAPITAL COMMITTEE MEETING MINUTES

July 12, 2017

MINUTES

Capital Committee

Meeting Date: July 12, 2017

Time: 12:00 P.M.

Location: Board Room

Board of Directors:

Members of the Capital Committee

Mark Page, Committee Chair
Gordon Campbell, Vice Chair, Acting Chairman of the Board
Josephine Bolus, RN, NP, BC
Bernard Rosen
Stanley Brezenoff, Interim President, Chief Executive Officer

HHC Staff:

PV Anantharam – Senior Vice President, Finance
Jeremy Berman – Deputy General Counsel, Office of Legal Affairs
Kaushal Challa – Chief Operating Officer, Ambulatory Care Services
Elsa Cosme – Chief Financial Officer, Gouverneur Healthcare Services
Tracy Green – Chief Financial Officer, Metropolitan Hospital Center
Jonathan Goldstein – Assistant Director, Corporate Planning
Colicia Hercules – Chief of Staff, Office of the Chairman
Robert Hughes – Chief Executive Officer, Coler Specialty Hospital
Mahendranath Indar – Senior Director, Office of Facilities Development
Patricia Lockhart – Secretary to the Corporation, Office of the Chairman
Maureen McClusky – Senior Vice President, Post-Acute / Long-Term Care
Dean Moskos – Director, Office of Facilities Development
Milton Nunez – Chief Executive Officer, Lincoln Medical and Mental Health Center
Alfonso Pistone – Associate Executive Director, Coler Specialty Hospital
Michael Rawlings – Chief Operating Officer, Bellevue Hospital Center
Cyril Toussaint – Director, Office of Facilities Development
L. Rickie Tulloch – Senior Director, Office of Facilities Development
Roslyn Weinstein – Vice President, President's Office
Dion Wilson – Director of Real Estate, Office of Legal Affairs
Elizabeth Youngbar – Assistant Director, Office of Facilities Development
Frank Zanghi – Manager, Internal Audits

Outside Representatives:

Edgardo Caban – New York Power Authority
Justine DeGeorge – New York State Comptroller
Melinda Elias – New York City Independent Budget Office
Shaylee Wheeler – New York City Office of Management and Budget
Joni Wilson – New York State Comptroller

CALL TO ORDER

The meeting was called to order by Mark Page, Committee Chair, at 12:30 P.M.

On motion, the Committee voted to adopt the minutes of the May 9, 2017, Capital Committee meeting.

VICE PRESIDENT'S REPORT

Ms. Weinstein provided a brief summary of accomplishments over Fiscal Year 17. She noted that real estate contracts allowing anticipated revenue of approximately \$2 million per year in rent or approximately \$9 million over 9 years had been approved. The Committee also approved close to \$24 million in energy projects, and over the past year there have been \$21 million in savings from similar projects. An additional \$4 million was saved this year, with energy initiatives, and the system has reduced its carbon footprint by nearly 27%.

Ms Weinstein outlined the day's meeting agenda, which included three new energy projects, and real estate agreements for a New York City Identification center at Metropolitan Hospital Center, a Women, Infants, and Children (WIC) program operated by Bellevue Hospital Center, and an agreement for an optical dispensary at Gouverneur Healthcare Services.

That concluded her report.

ACTION ITEMS

- **Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute a five year revocable license agreement with Eyes and Optics (the "Licensee") for its continued use and occupancy of 100 square feet of space to operate an optical dispensary at Gouverneur Healthcare Services (the "Facility") at an annual occupancy fee of \$5,216 or \$52.16 per square foot to be escalated by 3% per year for a five year total of \$27,692.**

Elsa Cosme, Chief Financial Officer, Gouverneur Healthcare Services, read the resolution into the record on behalf of Martha Sullivan, MD, Executive Director, Gouverneur Healthcare Services.

Ms. Weinstein explained that vendors provide optical services and glasses in various facilities, and this agreement is similar to those. This particular vendor had been operating at the site for a number of years, on the third floor of the Ambulatory Care Center, and patients benefited from the services. Ms. Cosme added that staff, and the Skilled Nursing Facility also utilize the site.

Josephine Bolus, RN, asked what happened when a patient couldn't afford glasses or didn't have Medicaid. Ms. Cosme said that the facility had an agreement with the vendor that they would work with clients to provide glasses as needed, and develop a payment program if necessary.

There being no further questions or comments, the Committee Chair offered the matter for a Committee vote.

On motion by the Chair, the Committee approved the resolution for the full Board's consideration.

- **Authorizing the New York City Health and Hospitals Corporation (“NYC Health + Hospitals”) to execute an agreement with the New York City Department of Citywide Administrative Services (“DCAS”) and the New York Power Authority (“NYPA”) for an amount not-to-exceed \$21,352,790 for the planning, design, procurement, construction, construction management and project management services necessary to install a new boiler plant (the “Project”) at NYC Health + Hospitals/Coler (the “Facility”).**

Robert Hughes, Chief Executive Officer, Coler Specialty Hospital, read the resolution into the record. Mr. Hughes was joined by Cyril Toussaint, Director, Office of Facilities Development.

Mr. Toussaint explained that the existing steam plant was constructed in 1930, providing heat and hot water to the Coler and Goldwater campuses. When the Goldwater campus was closed, the plant was shut down as a result of size, and due to environmental regulations mandating the discontinued use of number six (6) fuel oil. Hurricane Sandy had also caused damage to the plant, and the facility has been operating with temporary boilers since that time.

Mr. Toussaint noted that this project would install new, efficient, boilers to provide heat and hot water, as well as fuel storage tanks, and the boilers would be elevated to mandated flood levels, meeting the 500-year Federal Emergency Management Agency (FEMA) flood plan. The project cost was approximately \$21.4 million, with \$18 million being funded by grants through the ACE program, \$1.2 million in FEMA funding, and \$2.5 million by New York City General Obligation Bonds.

The estimated savings on this project was \$3.3 million. Mr. Page asked if that were overall savings. Mr. Toussaint said that was estimated annual savings.

The project would be managed by the New York Power Authority (NYPA), with anticipated completion in March of 2019.

Mrs. Bolus asked how the patients would be kept warm through the coming winter. Ms. Weinstein said the facility would continue to operate using temporary boilers. Mrs. Bolus asked if that was sufficient. Ms. Weinstein said yes, it had been so far.

Mrs. Bolus asked what had happened to the old fuel oil. Jeremy Berman, Deputy Counsel, said that had all been used. Ms. Weinstein added that a plan had been formulated with the State outlining how facilities would use up existing oil and transition to new systems.

There being no further questions or comments, the Committee Chair offered the matter for a Committee vote.

On motion by the Chair, the Committee approved the resolution for the full Board’s consideration.

- **Authorizing the New York City Health and Hospitals Corporation (“NYC Health + Hospitals”) to execute an agreement with the New York Power Authority (“NYPA”) for an amount not-to-exceed \$11,888,441 for the planning, design, procurement, construction, construction**

management and project management services necessary to install a new cooling tower (the "Project") at NYC Health + Hospitals/Lincoln (the "Facility").

Milton Nunez, Chief Executive Officer, NYC Health + Hospitals / Lincoln, read the resolution into the record. Mr. Nunez was joined by Cyril Toussaint, Director, Office of Facilities Development.

Mr. Nunez explained that the existing tower was 41 years old and was becoming more difficult to maintain. This project would replace the cooling tower with a new design that was easier to maintain, and contained anti-microbial material that was anticipated to lower Legionella risk. The new tower would be operational by the start of the 2018 cooling season. The tower would be more energy efficient and operational savings were anticipated. The electrical savings were estimated to be \$125,000 per year, and operational savings would be determinable by the end of the first year in use.

Ms. Weinstein explained that this tower was designed as a sphere, with fewer angles, which is where it is more common for Legionella to reside. Mrs. Bolus asked if we tested all the towers and the water systems. Ms. Weinstein said yes, testing was mandated.

Mr. Page noted that the design, material, etc., were all meant to be more efficient and safer, and explained that this type of system was also easier to repair. In short, there will not just be financial savings but anticipated health benefits as well.

There being no questions or comments, the Committee Chair offered the matter for a Committee vote.

On motion by the Chair, the Committee approved the resolution for the full Board's consideration.

- **Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute an agreement with the New York City Department of Citywide Administrative Services ("DCAS") and the New York Power Authority ("NYPA") for an amount not-to-exceed \$8,848,954 for the planning, design, procurement, construction, construction management and project management services necessary to upgrade the boiler plant (the "Project") at NYC Health + Hospitals/Gotham Health, Cumberland (the "Facility").**

Kaushal Challa, Chief Operating Officer, Ambulatory Care Services, read the resolution into the record. Mr. Challa was joined by Cyril Toussaint, Director, Office of Facilities Development.

Mr. Toussaint noted that the existing boiler was over 60 years old and had exceeded its useful life. He explained that the existing plant served the A, B, and C buildings, providing to the shelter operated by Department of Homeless Services in building A, as well as the facility. This project would replace existing boilers with two new, efficient boilers, and would clean and repurpose existing boilers for use with approved number four (4) fuel. The project cost was \$8 million, and was anticipated to be complete by June of 2019.

Mrs. Bolus asked if the natural gas and fuel oil were stored in the same unit. Mr. Toussaint said that once the new boilers were installed they will use natural gas and the existing boilers would be able to operate with number four (4) fuel oil. Mr. Page asked if the service would be uninterrupted. Mr. Toussaint said there were ongoing discussions with National Grid, to provide firm service, but for the time being it was interruptible.

There being no questions or comments, the Committee Chair offered the matter for a Committee vote.

On motion by the Chair, the Committee approved the resolution for the full Board's consideration.

- **Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute a five-year lease agreement with Shui's Realty Inc. (the "Landlord") for approximately 1,530 square feet of space at 212 Canal Street, Borough of Manhattan, to house a Women, Infants and Children Program (the "WIC Program") managed by NYC Health + Hospitals/Bellevue (the "Facility") at a base rent of \$56.86 per square foot, or \$87,000 per year to be escalated by 3% per year for a total base rent over the five year term of \$461,894.82.**

Michael Rawlings, Chief Operating Officer, New York City Health + Hospitals / Bellevue, read the resolution into the record on behalf of William Hicks, Chief Executive Officer, New York City Health + Hospitals / Bellevue.

Mr. Rawlings explained that the WIC program operating in Chinatown had been operating since 2010 and with the current lease set to expire in December of this year, a new site had been located on the same block. This would ensure that clients would continue to receive services. The site had five staff members, seeing over 6,900 visits in FY 16. The program was funded by a New York State Department of Health grant.

Bernard Rosen, noted that it could be difficult to find space in Chinatown and it was lucky to end up on the same block. Mr. Rawlings agreed.

Mrs. Bolus asked if this site provided Primary Care. Mr. Rawlings said no, just WIC services. Ms. Weinstein noted that Gouverneur was nearby. Mr. Rawlings added that local patients also visited Bellevue.

There being no questions or comments, the Committee Chair offered the matter for a Committee vote.

On motion by the Chair, the Committee approved the resolution for the full Board's consideration.

- **Authorizing the New York City Health and Hospitals Corporation (the "NYC Health + Hospitals") to execute a five year revocable license agreement with the New York City Human Resources Administration ("HRA") permitting HRA's use and occupancy of approximately 470 square feet of space in NYC Health + Hospitals/Metropolitan ("the Facility") through June 30, 2018 with four one-year renewals for the operation of the New York City Identification Card Program ("NYCID Program") with the occupancy fee waived.**

Tracy Green, Chief Financial Officer, New York City Health + Hospitals / Metropolitan, read the resolution into the record on behalf of Alina Moran, Chief Executive Officer.

Mrs. Bolus said she felt the program was fantastic, and asked if appointments were necessary. Ms. Green said there were no appointments necessary, walk-ins were available.

There being no questions or comments, the Committee Chair offered the matter for a Committee vote.

On motion by the Chair, the Committee approved the resolution for the full Board's consideration.

There being no further business, the meeting was adjourned at 12:56 P.M.

CONTRACT EXTENSION

**ARCADIS US, INC.
PARSONS BRINCKERHOFF**

NYC HEALTH + HOSPITALS

RESOLUTION

Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute an extension of the existing agreements with Arcadis U.S., Inc. ("Arcadis") and with Parsons Brinckerhoff, Inc. ("Parsons") for a term of five years for an amount not to exceed \$1,277,702.94, which consists of the balance of funds left unused from the prior contract with these firms in order for such firms to continue planning and design services for Hurricane Sandy repair and mitigation projects.

WHEREAS, NYC Health + Hospitals/Bellevue, NYC Health + Hospitals/Coler, NYC Health + Hospitals/Metropolitan and NYC Health + Hospitals/Coney Island were all damaged by Hurricane Sandy; and

WHEREAS, in February 2013 NYC Health + Hospitals issued a Request for Proposals (the "RFP") to secure the services of architects and engineers to help to plan the repair, restoration and hazard mitigation work necessitated by Hurricane Sandy to be funded by the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, Arcadis and Parsons were awarded contracts pursuant to the RFP which expired September 30, 2015; and

WHEREAS, on March 26, 2015 the NYC Health + Hospitals' Board of Directors approved an extension of the Arcadis and Parsons contracts for an amount not to exceed \$5 Million for a term of one year expiring September 30, 2016; and

WHEREAS, on July 28, 2016, the NYC Health + Hospitals' Board of Directors approved a second extension of the Arcadis and Parsons contracts for an amount not to exceed \$2,366,826.50, which was the remaining balance of the funds originally authorized for such contracts, for a term of one year expiring September 30, 2017; and

WHEREAS, of the \$5 Million approved for the Arcadis and Parsons contracts, \$1,277,702.94 remains unspent; and

WHEREAS, work remains to be done to develop the over-all strategy and priority to further the repair, restoration and hazard mitigation work at the NYC Health + Hospitals' facilities damaged by Hurricane Sandy and to present the same to FEMA; and

WHEREAS, NYC Health + Hospitals wishes to continue to use the services of Arcadis and Parsons and to allow them to continue on-going work; and

WHEREAS, the Vice President for Corporate Operations shall be responsible for the administration of these contracts.

NOW THEREFORE, be it

RESOLVED that the New York City Health and Hospitals Corporation be authorized to execute an extension of the existing agreements with Arcadis U.S., Inc. and Parsons Brinckerhoff, Inc. for a term of five years for an amount not to exceed \$1,277,702.94, which is the balance of funds left unused from the prior contracts with these firms in order for such firms to continue planning and design services for Hurricane Sandy repair and mitigation projects.

EXECUTIVE SUMMARY

CONTRACT EXTENSIONS WITH ARCADIS U.S., INC. AND PARSONS BRINCKERHOFF, INC.

Following Hurricane Sandy, NYC Health + Hospitals awarded contracts to Arcadis U.S., Inc. ("Arcadis") and Parsons Brinckerhoff, Inc. ("Parsons") in the combined total of \$16 Million including all option terms. These contractors performed valuable services helping to design, price and present to the Federal Emergency Management Agency ("FEMA") plans for the repair, restoration and hazard mitigation of the facilities damaged by Sandy. In March 26, 2015, the NYC Health + Hospitals' Board of Directors approved an extension of the Parsons and Arcadis contracts for an amount not to exceed \$5 Million and for a term of one year expiring September 30, 2016 and on July 28, 2016, the NYC Health + Hospitals' Board of Directors approved a second extension of the Arcadis and Parsons contracts for an amount not to exceed \$2,366,826.50 for a term of one year expiring September 30, 2017. NYC Health + Hospitals is now moving beyond the initial planning of the Sandy projects and their preliminary presentation to FEMA and is starting the actual work on the damaged facilities. As the actual work on each facility is started, project architects and engineers are being hired using competitive procurement processes managed by the NYC Economic Development Corporation ("EDC"). Arcadis and/or Parsons may choose to submit proposals for such work and they may be awarded contracts to perform such work. That work would be performed under separate contracts from that proposed here and with separate funding and cost limits. This proposed contract further extends the term of the existing contracts for five years using only the funds initially earmarked for Arcadis and Parsons in order that they may continue to perform the remaining work with EDC and the NYC Health + Hospitals' team to present the repair, restoration and hazard mitigation plans to FEMA and other governmental bodies and to formulate the over-all strategies being pursued in the projects.

LICENSE AGREEMENT

**NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE (NYCDOHMH)**

**NYC HEALTH + HOSPITALS / METROPOLITAN
NYC HEALTH + HOSPITALS / WOODHULL**

RESOLUTION

Authorizing NYC Health + Hospitals (“NYC Health + Hospitals”) to execute a revocable five year license agreement with the New York City Department of Health and Mental Hygiene (the “Licensee”) for use and occupancy of approximately 1,437 square feet of space and 1,305 square feet of space at NYC Health + Hospitals/Metropolitan and NYC Health + Hospitals/Woodhull (the “Facilities”), respectively for the operation of the New York City Nurse-Family Partnership program (the “Program”) at the rate of \$45 per sq. ft. for an annual occupancy fee of \$64,665 for Metropolitan and \$58,725 for Woodhull for a five year total of \$323,325 for Metropolitan and \$293,625 for Woodhull.

WHEREAS, the Program is an evidenced-based community healthcare program that seeks to improve the health, well-being and self-sufficiency of low-income first-time mothers and their children by partnering them with nurses who provide home visits; and

WHEREAS, the operation of the Program will be administered through the Licensee and the Licensee will fund and staff the Program; and.

WHEREAS, at its May 25, 2017 meeting the Board of Directors authorized the execution of a License Agreement between NYC Health + Hospitals and the Licensee for the Licensee to take over NYC Health + Hospitals’ operation of a Program site at NYC Health + Hospitals/Harlem; and

WHEREAS, the proposed license agreement will enable the Licensee to establish sites for the Program at the Facilities where there currently are no such operations; and

WHEREAS, the proposed license agreement will be administered by the Executive Directors of each of the two Facilities.

NOW THEREFORE, be it

RESOLVED, that NYC Health + Hospitals be and hereby is authorized to execute a revocable five year license agreement with the New York City Department of Health and Mental Hygiene for the use and occupancy of approximately 1,437 square feet of space and 1,305 square feet of space at NYC Health + Hospitals/Metropolitan and NYC Health + Hospitals/Woodhull, respectively for the operation of the New York City Nurse-Family Partnership program at the rate of \$64,665 for Metropolitan and \$58,725 for Woodhull for a five year total of \$323,325 for Metropolitan and \$293,625 for Woodhull.

EXECUTIVE SUMMARY

LICENSE AGREEMENT NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

NYC Health + Hospitals/Metropolitan NYC Health + Hospitals/Woodhull

NYC Health + Hospitals (the "NYC Health + Hospitals") seeks authorization of its Board of Directors to execute a revocable license agreement with the New York City Department of Health and Mental Hygiene ("DOHMH") for the use and occupancy of space at NYC Health + Hospitals/Metropolitan and NYC Health + Hospitals/Woodhull (the "Facilities").

The Nurse-Family Partnership program is administered by DOHMH. The program provides services to approximately 1,700 clients in all five boroughs of the City of New York. The program is an evidenced-based community healthcare program that seeks to improve the health, well-being and self-sufficiency of low-income first-time mothers and their children by partnering them with nurses who provide home visits. The majority of the program's clients are visited in their homes. The program is voluntary and there is no cost to the client. The program will be administered by DOHMH and will be funded and staffed by its employees while the location of the program and scope of services provided will be at the Facilities. During calendar year 2016, the program served approximately 2,534 clients and provided 27,990 completed visits.

DOHMH will be required to indemnify and hold harmless the Corporation and the City of New York from any and all claims arising out of its use of the licensed space, and shall provide appropriate insurance naming the Corporation and the City of New York as additional insureds.

The license agreement shall be revocable by either party on sixty (60) days prior notice, and shall not exceed a term of five (5) years without further authorization by the Board of Directors of NYC Health + Hospitals. DOHMH shall pay at the rate of \$64,665 for Metropolitan and \$58,725 for Woodhull for a five year total of \$323,325 for Metropolitan and \$293,625 for Woodhull.

DOHMH / NYC Nurse-Family Partnership Program

Harlem	SF	Price PSF	Annual Fee
(approved 5/9/2017)	2,480	50	\$ 124,000.00
Metropolitan	1,437	45	\$ 64,665.00
Woodhull	1,305	45	\$ 58,725.00

LICENSE AGREEMENT

NEW YORK CITY POLICE DEPARTMENT

NYC HEALTH + HOSPITALS / QUEENS

RESOLUTION

Authorizing the New York City Health and Hospitals Corporation (“NYC Health + Hospitals”) to execute a revocable license agreement with the New York City Police Department (the “NYPD” or “Licensee”) for its continued use and occupancy of space of 50 square feet of space on the roof of the “N” Building to operate radio communications equipment at NYC Health + Hospitals/Queens (the “Facility”) with the occupancy fee waived.

WHEREAS, in November 2012, the Board of Directors authorized the President to enter into a license agreement with the Licensee; and

WHEREAS, the Licensee desires to continue to operate radio communications equipment at the Facility, and the Facility has the space to accommodate the NYPD communications system; and

WHEREAS, the Licensee’s radio communications system shall not compromise the Facility’s operations, and it complies with applicable federal statutes governing the emission of radio frequency signals and, therefore, poses no health risk.

NOW, THEREFORE, be it

RESOLVED, that the President of the New York City Health and Hospitals Corporation (“NYC Health + Hospitals”) be and hereby is authorized to execute a revocable license agreement with the New York City Police Department (“NYPD” or “Licensee”) for its continued use and occupancy of 50 square feet of space on the roof of the “N” Building to operate radio communications equipment at NYC Health + Hospitals/Queens (the “Facility”) with the occupancy fee waived.

EXECUTIVE SUMMARY

LICENSE AGREEMENT NEW YORK CITY POLICE DEPARTMENT NYC HEALTH + HOSPITALS/QUEENS

The New York City Health and Hospitals Corporation (“NYC Health + Hospitals”) seeks authorization of the Board of Directors to execute a revocable license agreement with the New York City Police Department (“NYPD”) for its continued use and occupancy of space to operate radio communications equipment at NYC Health + Hospitals/Queens (the “Facility”).

The New York City Police Department desires to continue to operate radio communications equipment at the Facility to enhance the performance of its city-wide radio operations network. The NYPD radio communications system will not compromise facility operations, and it complies with applicable federal statutes governing the emission of radio frequency signals and, therefore, poses no health risk.

The NYPD will have the continued use and occupancy of approximately fifty (50) square feet of space on the roof of the “N” Building. Public safety is enhanced by the system’s operation, therefore the occupancy fee will be waived. The Facility will provide electricity to the licensed space. The operation and maintenance of the system will be the responsibility of the NYPD.

The Licensee shall be required to indemnify and hold harmless NYC Health + Hospitals and the City of New York from any and all claims arising out of its use of the Licensed Space.

The license agreement shall not exceed five (5) years without further authorization by the Board of Directors of NYC Health + Hospitals and shall be revocable by either party upon ninety (90) days written notice.

LICENSE AGREEMENT

**FEDERAL BUREAU OF INVESTIGATION OF
THE UNITED STATES DEPARTMENT OF JUSTICE**

NYC HEALTH + HOSPITALS / CONEY ISLAND

RESOLUTION

Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute a five year revocable license agreement with the Federal Bureau of Investigation of the United States Department of Justice (the "Licensee") for its continued use and occupancy of 150 square feet of space on the roof of the Main Building and the 14th Floor Mechanical Room to house communications equipment at NYC Health + Hospitals/Coney Island (the "Facility") at an annual occupancy fee of \$9,299 or \$61.32 per square foot to be escalated by 3% per year for a five year total of \$49,370.

WHEREAS, in September 2012, the Board of Directors authorized the President to enter into a license agreement with the Licensee; and

WHEREAS, the Licensee has operated communications equipment on the Facility's campus since September 2002, and desires to continue operating its system at the site; and

WHEREAS, the Facility continues to have adequate space to accommodate the Licensee's communications equipment; and

WHEREAS, the communications equipment does not compromise Facility operations and the system complies with applicable federal statutes governing the emission of radio frequency signals and therefore poses no health risk.

NOW, THEREFORE, be it

RESOLVED, that the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") be and hereby is authorized to execute a revocable license agreement with the Federal Bureau of Investigation of the United States Department of Justice (the "Licensee") for its continued use and occupancy of 150 square feet of space on the roof of the Main Building and in the 14th floor Mechanical Room space to house communications equipment at NYC Health + Hospitals/Coney (the "Facility") at an annual occupancy fee of \$9,299 or \$61.32 per square foot to be escalated by 3% per year for a five year total of \$49,370.

EXECUTIVE SUMMARY

LICENSE AGREEMENT

FEDERAL BUREAU OF INVESTIGATION OF THE UNITED STATES DEPARTMENT OF JUSTICE

NYC HEALTH + HOSPITALS / CONEY ISLAND

The New York City Health and Hospitals Corporation ("NYC Health + Hospitals") seeks the authorization of the Board of Directors to execute a revocable license agreement with the Federal Bureau of Investigation of the United States Department of Justice ("FBI") for its continued use and occupancy of space to house communications equipment at NYC Health + Hospitals/Coney Island ("Coney Island").

In September of 2012, the Board of Directors authorized the NYC Health + Hospitals to enter into a license agreement with the Licensee. The Licensee has operated communications equipment on the Facility's campus since September 2002 and desires to continue operating its system at the site.

At NYC Health + Hospitals/Coney Island, the FBI operates VHF-FM radio receiver equipment that enhances the overall performance of its communications systems. The FBI will continue to have use and occupancy of approximately 150 square feet of space on the roof of the Main Building and in the 14th floor Mechanical Room. The equipment does not compromise facility operations and the system complies with applicable federal statutes governing the emission of radio frequency signals and therefore poses no health risk.

The FBI will pay an occupancy fee of \$9,299 per year or \$61.32 per square foot. The occupancy will be escalated by 3% per year. Over the five year term the occupancy fee will total \$49,370. The FBI will be responsible for the operation and maintenance of the equipment. The occupancy fee includes the cost of electricity.

The FBI will be required to indemnify and hold harmless NYC Health + Hospitals and the City of New York from any and all claims arising out of the use of the licensed space and shall provide appropriate insurance naming the NYC Health + Hospitals and the City of New York as additional insured parties.

The license agreement will be revocable by either party on ninety (90) days prior notice, and will not exceed a term of five (5) years without further authorization by the Board of Directors of NYC Health + Hospitals.

Prior v. New Term Comparison

Prior Term	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
Annual Fee	8,021	8,261	8,509	8,765	9,028
PSF Fee	53.47	55.07	56.73	58.43	60.18

New Term	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
Annual Fee	9,299	9,578	9,865	10,161	10,466
PSF Fee	61.99	63.85	65.76	67.74	69.77

LICENSE AGREEMENT

**NEW YORK CITY DEPARTMENT OF HOUSING
PRESERVATION AND LAND DEVELOPMENT**

**IDA G. ISRAEL COMMUNITY HEALTH CENTER
NYC HEALTH + HOSPITALS / CONEY ISLAND**

RESOLUTION

Authorizing the NYC Health + Hospitals (the "Health Care System") to execute a three-year revocable license agreement with the New York City Department of Housing Preservation and Development ("HPD") for the Corporation's continued use and occupancy of Block 7061, Lots 16, 39, 40, 41, 42, 43, 44 and 45 in the Coney Island area of Brooklyn for the operation of the Ida G. Israel Community Health Center (the "Ida G. Health Center") managed by Coney Island Hospital Center (the "Facility") at an annual payment to HPD of \$130,000 for a total over the three year term of \$390,000.

WHEREAS, in July 2014 the Board of Directors authorized the Health Care System to enter into a license agreement with HPD for the use of the lots to locate a pre-fabricated structure to house the primary care clinic; and

WHEREAS, Coney Island Hospital ("the Facility") had operated the Ida G. Israel Community Health Center at 2201-2202 Neptune Avenue in the Coney Island area of Brooklyn (the "Center") until such clinic was destroyed by Hurricane Sandy; and

WHEREAS, the Ida G. Health Center has been providing health care services from the new location since September 2015 and its continued presence in the community allows it to meet ongoing health care needs; and

WHEREAS, the New York City Economic Development Corporation (the "EDC") has implemented redevelopment plans for Coney Island that will yield 4,500 units of affordable housing; and

WHEREAS, EDC's redevelopment plans involve the parcel of land where the Ida G. Health Center is now located, the clinic will be relocated to approximately 23,000 square feet of space in a new structure to be built across the street from its current location on W. 19th Street; and

WHEREAS, EDC's schedule calls for the new space to be ready for occupancy by December 2020 and the Health Care System is working with EDC to ensure a timely transition of health care services to the new site.

WHEREAS, the responsibility for operating the Ida G. Health Center is being transitioned from Coney Island Hospital Center to Gotham Health.

NOW THEREFORE, be it

RESOLVED, that the NYC Health + Hospitals (the "Health Care System") is authorized to execute a three-year revocable license agreement with New York City Department of Housing Preservation and Development ("HPD") for the Corporation's continued use and occupancy of Block 7061, Lots 16, 39, 40, 41, 42, 43, 44 and 45 in the Coney Island area of Brooklyn for the operation of the Ida G. Israel Community Health Center (the "Ida G. Health Center") managed by Coney Island Hospital Center (the "Facility") at an annual payment to HPD of \$130,000 for a total over the three year term of \$390,000.

EXECUTIVE SUMMARY

LICENSE AGREEMENT

NEW YORK CITY DEPARTMENT OF PRESERVATION AND DEVELOPMENT

CONEY ISLAND HOSPITAL CENTER/GOTHAM HEALTH

The NYC Health + Hospitals (the "Health Care System ") seeks authorization from the Board of Directors to execute a three-year revocable license agreement with the New York City Department of Housing Preservation and Development ("HPD") for the continued use and occupancy of Block 7061, Lots 16, 39, 40, 41, 42, 43, 44 and 45 in the Coney Island area of Brooklyn for the operation of the Ida G. Israel Community Health Center ("Ida G. Health Center") managed by Coney Island Hospital Center ("CIH") at an annual payment to HPD of \$130,000 for a total over the three year term of \$390,000.

Hurricane Sandy destroyed the Ida G. Israel Community Health Center at 2201-2202 Neptune Avenue in the Coney Island area of Brooklyn (the "Center"). Coney Island Hospital ("CIH") worked with the community, local elected officials and various agencies of the City of New York to find a suitable replacement site for the Center. It was concluded that once a location is found, it was likely to take from 6 to 18 months to complete all of the work at such location to enable the Ida G. Health Center to begin its operations there. During that period of time, the Coney Island neighborhood's need for primary health services would not have been adequately met.

To expedite the opening of the new site, CIH identified a reputable manufacturer of modular, prefabricated structures which could house the clinic. The Ida G. Health Center has been providing health care services from the new location since September 2015 and its continued presence in the community allows it to meet ongoing health care needs. The Ida G. Health Center provides 27,000 annual visits, including the following services; adult internal medicine, pediatric, general dentistry, OB/GYN, behavioral health and chemical dependency. The responsibility for operating the Ida G. Health Center is being transitioned from Coney Island Hospital Center to Gotham Health.

The New York City Economic Development Corporation (the "EDC") has implemented redevelopment plans for Coney Island that will eventually yield 4,500 units of affordable housing. EDC's redevelopment plans involve the parcel of land where the Ida G. Health Center is now located. To ensure that the community will continue to be served by Ida G., the clinic will be relocated to approximately 23,000 square feet of space in a new structure to be built across the street from its current location on W. 19th Street. EDC's schedule calls for the new space to be ready for occupancy by December 2020. The Health Care System is working with EDC to ensure a timely transition of health care services to the new site.

Prior v. New Term Comparison

Prior Term	Yr. 1	Yr. 2	Yr. 3
Annual Fee	130,000	130,000	130,000
PSF Fee	10	10	10

New Term	Yr. 1	Yr. 2	Yr. 3
Annual Fee	130,000	130,000	130,000
PSF Fee	10	10	10

LICENSE AGREEMENT

TOURO COLLEGE & UNIVERSITY SYSTEM

NYC HEALTH + HOSPITALS / HARLEM

RESOLUTION

Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to execute a five year, revocable, license agreement with Touro College & University System ("Touro") for full-time, use and occupancy of approximately 11,218 sq. ft. located on the 4th Floor of the Samuel Kountz Pavilion at NYC Health + Hospitals/Harlem (the "Licensed Space") to operate the Harlem Hospital Center School for Radiologic Technology (the "SRT") at an occupancy fee of \$47 per sq. ft. for a total annual amount of \$527,246 during the first year to be escalated by 2.5% per year.

WHEREAS, the SRT is dedicated to training and graduating students with the necessary entry level skills required to function as Radiographic Technologists;

WHEREAS, the SRT opened its doors on September 10, 1990 and was operated and maintained by Columbia University while it was the Medical Affiliate for NYC Health + Hospitals/Harlem;

WHEREAS, NYC Health + Hospitals/Harlem took over the operations of the SRT approximately ten years ago when Columbia University ceased its affiliation with NYC Health + Hospitals/Harlem and the SRT currently has approximately 250 enrollees;

WHEREAS, the SRT has served the community by bringing members of the community into the field of radiology and training such individuals to serve as technicians;

WHEREAS, maintaining the required accreditation and operating the SRT as well as the cost of the educational staff furnished through PAGNY, has become burdensome and distracts NYC Health + Hospitals/Harlem from its primary healthcare mission;

WHEREAS, with the goal of maintaining the SRT program, the best course of action has been determined to be bringing in Touro to operate the SRT within NYC Health + Hospitals/Harlem through the proposed License Agreement;

WHEREAS, under the proposed License Agreement, Touro will use the Licensed Space to continue to operate the SRT, including taking over the employment of the PAGNY educational staff; and

WHEREAS, Touro will honor the traditions and past policies of SRT by continuing to train local candidates for radiological work and especially for work within the NYC Health + Hospitals System; and

WHEREAS, the responsibility for the administration of the proposed License Agreement shall rest with the Executive Director of NYC Health + Hospitals/Harlem.

NOW, THEREFORE, be it

RESOLVED, that New York City Health and Hospitals Corporation be and hereby is authorized to execute a five year revocable license agreement with Touro College & University System for full-time, use and occupancy of approximately 11,218 sq. ft. located on the 4th Floor of the Samuel Kountz Pavilion at NYC Health + Hospitals/Harlem to operate the Harlem Hospital Center School for Radiologic Technology at an occupancy fee of \$47 per sq. ft. for a total annual amount of \$527,246 during the first year to be escalated by 2.5% per year.

EXECUTIVE SUMMARY

LICENSE AGREEMENT

HARLEM HOSPITAL CENTER SCHOOL OF RADIOLOGIC TECHNOLOGY

- Background:** Authorization is sought to execute a revocable five year license agreement with Touro College & University System ("Touro") for space in which Touro will continue to operate the Harlem Hospital Center School for Radiologic Technology (the "SRT"). The SRT began on September 10, 1990 under the administration of Columbia University during the period of its affiliation with NYC Health + Hospitals/Harlem ("Harlem"). Approximately ten years ago the Columbia University affiliation with Harlem ended but, because the SRT was so beneficial to the community, the management was taken over by Harlem, including the SRT program personnel obtained through PAGNY. Currently, the SRT has approximately 250 enrollees. Because Harlem is not primarily an educational institution it has been burdensome for it to maintain accreditation and the operation of SRT has become a distraction from Harlem's healthcare mission. In contrast, Touro is an established academic institution with the resources and experience to effectively operate the SRT.
- Program:** The SRT program benefits the community by bringing people in to the field of radiology, some of whom work for NYC Health + Hospitals. By permitting Touro to license the Licensed Space, the SRT program will survive and continue to be benefit the community. Furthermore, Touro will be able to enhance the SRT by aligning it with Touro's academic programs such that SRT will provide a path to an Associate's Degree. Such License Agreement will also generate income for NYC Health + Hospitals and eliminate the current cost of operating the SRT. No NYC Health + Hospitals staff had been involved in the operation of SRT all of whom were furnished by PAGNY. Touro will extend employment offers to all such PAGNY staff. Touro will invest in improvements to reinvigorate the SRT.
- Terms:** The occupancy fee will start at the rate of \$47/ft. resulting in a first year total of \$527,246. Thereafter, the occupancy will increase at the rate of 2.5% per year. The Licensed Spaces, utilities, routine housekeeping, maintenance, and routine security will be provided by Harlem. Touro will indemnify and hold harmless NYC Health + Hospitals and the City of New York from any claims arising by virtue of its use of the Licensed Space and its provision of services.

SAVITT PARTNERS

May 25, 2016

Mr. Dion Wilson
Director
Office of Facilities Development, Real Estate
NYC Health + Hospitals Corporation
346 Broadway, 12 West
New York, NY 10013

Re: Appraisal of Harlem Hospital Center, Harlem School of Radiology – 4th Floor, Kountz Pavilion

Dear Dion:

Pursuant to your request, on both March 24, 2016 and May 13, 2016, I visited the referenced property for the purpose of evaluating the rental rate of the existing School of Radiology space at the Harlem Hospital Center. My evaluation is subject to the following:

- The unit is currently owned by New York City Health + Hospitals Corporation (HHC)
- The unit is located on the 4th floor of the Harlem Hospital Center in the Kountz Pavilion
- The approximate square footage of the unit is 11,500 RSF as further described.
- This evaluation is for the purposes of determining the rental value to a potential tenant, Touro College, which may assume the operation of the school, Harlem School of Radiology, who uses the space for services both ancillary and independent of normal hospital practices and services.

Medical and school spaces found independently in buildings surrounding the hospital center in the area around Harlem Hospital Center have rents ranging from approximately \$33 - \$43 per rentable square foot (RSF) for office spaces with retail spaces as high as \$125 per RSF. The low end spectrum of the market would typically be in the older, un-renovated or minimally renovated buildings. They would also typically not be built for medical or school use, but for general office use and not provide full building services. The high end would be in the larger new or recently renovated buildings providing full service amenities such as concierge service with 7-day 24-hour access. Medical offices or school spaces in these buildings would be to code, be in good to excellent condition, with enhanced plumbing, electric and HVAC systems, and in many instances would also have substantial fixture improvements within the space (millwork, plumbing fixtures and cabinetry). These building spaces, while used for medical offices or school and educational purposes, would also be quite suitable for general office purposes but for the specific build-out needed for the referenced school use. Most spaces, in general, unless built within the last 10 years, will not meet current ADA or other municipal code requirements, and unless nothing but a cosmetic face lift is contemplated, would require structural changes, permits, filings, etc. to meet code.

Units, however, located in this general vicinity that are situated in lower level portions of buildings would typically have rents up to 20% below the value of units as previously indicated (\$26-\$34 per RSF). Examples might be for filing, storage, ancillary services associated with the above mentioned practices, i.e. testing, academic training, etc. or a laboratory facility unable or not required to pay the higher rents but that need to be located, strategically, in or near a hospital corridor.

SAVITT PARTNERS

Rentals in this area have been, and we anticipate will remain, on a gradual and positive uptick as is the competing sales market. However, lease terms can be created to anticipate the changes in the industry as a whole, and as they relate to the specific medical group or tenant. Larger offices, those 2,500 square feet and larger, remain the strongest.

The subject unit, used as an educational and training school program for the practice of Radiology, represents a unique use and specific installation in terms thereof. The space provides and anticipates the opportunity for academic and practical training and use for this tenant in a hospital environment. The School of Radiology unit consists of:

- Lounge
- 11 offices
- File room
- 3 storage rooms
- 4 toilets
- 3 classrooms – large
- 1 janitor's closet
- 1 freezer room
- 1 male locker and 2 female locker rooms
- Computer lab
- Radiology lab
- Developer room
- General lab

Features

- Security tied to the hospital's security system
- Concrete and tile floors throughout
- Independent thermostats. Unclear if tied in to building system or independent system.
- Space appears to be OSHA compliant.

The space is built fully, floor to ceiling. The unit is not new but is kept well and highly serviceable. The floor and walls are tiled or concrete. The space, while part of the hospital system, operates independently although the space is not physically segregated from the rest of the Harlem Hospital Center. The unit will not easily retrofit without a complete physical renovation for a different use.

Heat and air conditioning appears to be supplied by the building, however air conditioning is supplemented in part by separate window units in many areas. The bathroom facilities appear to be to ADA code requirements. It can be assumed that the space, because of its location within the hospital, is fully compliant with the ADA and other government regulations.

The subject space is located on the fourth floor of the Kountz Pavilion on the Harlem Hospital Center campus, part of the New York City Health + Hospitals Corporation. The space is accessed through the hospital's main entrance on Malcolm X Boulevard or through the 136th Street and Fifth Avenue entrance directly into the Kountz Pavilion building.

SAVITT PARTNERS

The unit is in good condition and appears to function properly for its intended use. The space benefits from light and air on four sides.

Our evaluation takes into account the aforementioned assumptions as well as the analysis of the market and the location and condition of the subject premises. There are no market comps for its use. The type of practice currently being maintained within the premises is consistent with that found in many hospitals on private school programs or on college campuses. Because of the use, location and specific build out components, it is appropriate for a hospital as a landlord or owner to house this use.

Our evaluation places this unit at the high end of the rental range at approximately \$33 per RSF because of location, with an added premium of approximately \$20 per RSF for the aforementioned upgraded build out requirements and specific nature of the use. Further, the space benefits from the common area access and is rented, therefore, closer to a net basis. By example, renting a unit in a stand-alone setting would require a tenant to pay not only for the space they use but for corridor space, bathrooms, lobby and waiting areas, and for electric services, cleaning and supplies, etc. Accordingly, a premium of 30% would be appropriate to add into the rent total to compensate for the additional space and services provided but not being considered in the square foot measurement. The rent, therefore, should be the equivalent of \$68 per RSF for the property improved as stated with the common area access and other services provided.

The purpose of the evaluation is to determine the rental value of this space as it is contemplated to lease the school space to another tenant, Touro College, which would run the program for training. Given these assumptions, the annual rental value of the space is:

$$\$68 \text{ per RSF} * 11,500 \text{ RSF} = \$782,000 \text{ per annum, or } \$65,167 \text{ per month}$$

Rent escalations would typically begin after the first year and would be anywhere from 3-5% per annum in any rent scenarios & consistent with current market conditions. Since this is a not-for-profit entity, there would not be appropriate "tax stops" added. Electric is not sub metered and can be included as an additional rental item. Given that HVAC is included in the space, an escalated rate add-on of \$3.50 per RSF would be acceptable.

In the event I can be of any further assistance to you, please do not hesitate to call me.

Very Truly Yours,



Michael Dubin

SAVITT PARTNERS

Lease Comps

Address	SF Leased	Rent
3534-3540 Broadway	10,000 SF	\$37.50
55 West 125 th Street	8,400 SF	\$39.50
55 West 125 th Street	11,442 SF	\$38.00
310 Lenox Avenue	8,449 SF	\$43.00
2090 Seventh Avenue	13,871 SF	\$33.00
2090 Seventh Avenue	13,781 SF	\$33.00
2090 Seventh Avenue	13,749 SF	\$33.00

PROJECT APPROVAL

TYPE 1 ESSENTIAL ELECTRICAL SYSTEMS (EES)
MODERNIZATION AND CONVERSION

NYC HEALTH + HOSPITALS / HARLEM

RESOLUTION

Authorizing the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to approve a Capital Project for an amount not to exceed \$23,000,000 for planning, pre-construction, design, construction and construction management services necessary for the upgrade of the emergency power distribution system providing a Type 1 Essential Electrical System (the "Project") at NYC Health + Hospitals / Harlem (the "Facility").

WHEREAS, there is no separation of emergency feeds and circuits as required by present code, and generators that feed existing transfer switches, life safety, equipment, and critical services, are mixed in both main distribution and electrical panels throughout the facility; and

WHEREAS, current code requires the emergency power distribution system provide for the separation of emergency power into three (3) distributions branches, life safety, critical, and equipment; and

WHEREAS, it was determined that a code correction project for both infrastructure and additional emergency power receptacles at patient bedside would be incorporated into one (1) code correction project; and

WHEREAS, the revision of Operating Procedure 100-5 requires that construction projects with budgets of \$3 million or more shall receive approval of the Board of Directors through Capital Committee; and

WHEREAS, the proposed total project budget, inclusive of all contingencies, is estimated to be \$23,000,000 million; and

WHEREAS, the overall management of the construction contract will be under the direction of the Vice President - Facilities Development.

NOW THEREFORE, be it

RESOLVED, the New York City Health and Hospitals Corporation ("NYC Health + Hospitals") to approve a Capital Project for an amount not to exceed \$23,000,000 for planning, pre-construction, design, construction and construction management services necessary for the upgrade of the emergency power distribution system providing a Type 1 Essential Electrical System, providing for a code compliant Type 1 electrical system in the MLK building at NYC Health + Hospitals.

EXECUTIVE SUMMARY

TYPE 1 ESSENTIAL ELECTRICAL SYSTEM (EES) MODERNIZATION & CONVERSION AT NYC HEALTH + HOSPITALS / HARLEM

OVERVIEW: NYC Health + Hospitals is seeking to upgrade the emergency distribution system providing for a code compliant Type 1 EES in the Martin Luther King (MLK) building at NYC Health + Hospitals / Harlem. The project was designed, estimated and bid in accordance with the NYC Health + Hospitals Operating Procedure 100-5. The project cost is not-to-exceed \$23,000,000.

NEED: The status of the electrical system at Harlem Hospital is inadequate to meet the current needs of the patients and currently does not meet code. The original systems were installed when the building was built, around 1966, and with the exception of some small minor alterations has remained as is from that time. Currently there is no separation of emergency feeds and circuits as required by present code. The facility has generators that feed existing transfer, however, life safety, equipment, and critical services are mixed in both main distribution and electrical panels throughout the facility. Lack of required emergency outlets in our medical/surgical patient rooms will also be addressed, as part of this project.

SCOPE: The scope of work for this project includes the following:

- ❖ Design new emergency power distribution system providing separation of the three (3) branches of the Type 1 EES and incorporate additional emergency power receptacles for all in-patient areas as required by code.
- ❖ Review drawings and bid documents for completion.
- ❖ Bid construction work as required by NYC Health + Hospitals Operating Procedure 100-5.
- ❖ Review all bids for completion, award and start construction.

COSTS: \$23,000,000

FINANCING: General Obligation Bonds: \$18.9 million. Citibank Financing: \$4.1 million.

SCHEDULE: The project is scheduled for completion by December 2020.

PROCUREMENT & OUTFITTING

AMBULANCES

FIRE DEPARTMENT OF THE CITY OF NEW YORK

RESOLUTION

Authorizing the New York City Health and Hospitals Corporation (the "System") to procure and outfit such ambulances in the System's name on behalf of the Fire Department of the City of New York ("FDNY"), through City-wide Requirements Contracts as are, from time to time requested by FDNY provided that the System receives the required City of New York capital funding explicitly provided for such purchases; such authorization to remain in effect until withdrawn.

WHEREAS, on January 19, 1996, the System and the City of New York (the "City") executed a Memorandum of Understanding (the "MOU") allowing the transfer of the System's Emergency Medical Service ("EMS") ambulance and pre-hospital emergency medical service functions to FDNY to be thereafter managed by FDNY for the benefit of the City; and

WHEREAS, to maintain an appropriate ambulance and pre-hospital emergency medical service, vehicles in the ambulance fleet must be periodically replaced when they have exceeded their useful life; and

WHEREAS, at least annually since 1996 and often more frequently, the System's Board of Directors has been asked to approve resolutions authorizing the System to purchase vehicles to be added to FDNY's active fleet of ambulances using City capital funds explicitly earmarked for this purpose; and

WHEREAS, given that the System's role is to serve as the purchasing agent for FDNY using only City funds explicitly earmarked for the purchases;; and

WHEREAS, it appears to be more efficient for the System's Board of Directors to approve a standing authorization for the System to continue to function at FDNY's direction as its purchasing agent such that ambulances may be purchased whenever requested provided that City capital funding is provided explicitly for such purpose.

NOW, THEREFORE, be it

RESOLVED, that the New York City Health and Hospitals Corporation (the "System") be and it hereby is authorized to procure and outfit such ambulances in the System's name on behalf of the Fire Department of the City of New York ("FDNY"), through City-wide Requirements Contracts as are, from time to time requested by FDNY provided that the System receives the required City of New York capital funding explicitly provided for such purchases; such authorization to remain in effect until withdrawn.

EXECUTIVE SUMMARY
EMS AMBULANCES & INITIAL OUTFITTING EQUIPMENT
FIRE DEPARTMENT OF THE CITY OF NEW YORK

- OVERVIEW:** The Fire Department of the City of New York ("FDNY") operates the public health care system's Emergency Medical Service ("EMS") program on behalf of New York City Health and Hospitals Corporation (the "System") under a 1996 Memorandum of Understanding (the "MOU"). The MOU requires FDNY to operate and maintain the City of New York's (the "City") active fleet of 460 ambulances as part of the EMS program.
- As part of the MOU between the System and the City, the System collects Medicaid funds for each fee-for-service patient that is admitted to one of its facilities including transports through EMS based on a longstanding agreement between System and the New York State Department of Health ("DOH"). Included in the Medicaid funding arrangement with DOH is the depreciated value of the ambulances. The System, in turn, reimburses FDNY through payments on a quarterly basis for the provision of ambulance services. The reimbursement represents FDNY's pro rata share of Medicaid revenues of which depreciation on the ambulances is included.
- Rather than coming to the System's Board of Directors annually or more often for authorizations from the System to act as the nominal purchasing agent for FDNY using City funds allocated for the ambulance purchases and outfitting, it appears more efficient to approve a standing authorization for the System to continue to play its role in the procurement and funding arrangement described.
- NEED:** Ambulances have an expected useful life of five (5) years and must be replaced after reaching the five-year period to maintain a high-performance fleet. At least annually and often more frequently, FDNY advises the System that additional ambulances have reached the end of their useful life and need to be replaced. Generally, special equipment must be purchased to outfit the ambulances.
- SCOPE:** FDNY has a fleet of approximately 620 ambulances and so roughly one fifth or 55 ambulances need replacement and outfitting each year.
- FINANCING:** Only City funds that are explicitly earmarked for this purpose are used.
- PROCUREMENT:** FDNY manages the procurement and also manages the outfitting of the ambulances.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
AND
THE CITY OF NEW YORK
ON THE PROVISION OF AMBULANCE AND
PRE-HOSPITAL EMERGENCY MEDICAL SERVICES
BY
THE FIRE DEPARTMENT OF THE CITY OF NEW YORK
FOR THE BENEFIT OF HHC

This Memorandum of Understanding ("MOU"), is made and entered into between the New York City Health and Hospitals Corporation ("HHC") and the City of New York (the "City"), in order to effectuate the transfer of the ambulance and pre-hospital emergency medical service functions performed by the Emergency Medical Service ("EMS") of HHC to the Fire Department of the City of New York (the "FDNY") to be performed by FDNY for the benefit of HHC.

WHEREAS, the parties to this MOU recognize that the availability of high-quality ambulance and pre-hospital emergency medical services is essential to HHC, as the City's public hospital system, and to the health and welfare of all persons in the City of New York; and

WHEREAS, HHC has, until now, operated EMS, which provides ambulance, pre-hospital emergency medical and ancillary services within the City; and

WHEREAS, the personnel and staff of EMS work with great skill, dedication and commitment under difficult circumstances to provide high quality ambulance and pre-hospital emergency medical services; and

WHEREAS, FDNY has completed an operational plan for the performance by FDNY of ambulance, pre-hospital emergency medical and ancillary services now performed by EMS for HHC ; and

WHEREAS, FDNY's operational plan reflects, and the parties believe, that combining EMS's personnel with FDNY's extensive experience operating a highly successful emergency fire response system will result in more effective delivery of ambulance and pre-hospital emergency medical services within the City, benefitting both HHC and the public; and

WHEREAS, the City intends to establish a Bureau of EMS within FDNY to provide ambulance and pre-hospital emergency medical services for HHC and the public; and

WHEREAS, in light of the foregoing, the parties believe that the transfer of EMS functions to FDNY, and the provision of ambulance and emergency services by FDNY to HHC pursuant to agreement, would serve the best interests of the City, the public and HHC; and

WHEREAS, HHC, by resolution of its Board of Directors adopted October 26, 1995, authorized the transfer of functions and the execution of an MOU between the City and HHC setting forth the terms of such transfer; and

WHEREAS, the parties desire by this transfer to enhance the quality, performance and coordination of ambulance and pre-hospital emergency medical services provided within the City;

NOW, THEREFOR, HHC and the City agree as follows:

I. TRANSFER OF FUNCTIONS TO FDNY

1. The parties shall take such steps as are appropriate and necessary in accordance with § 70(2) of the Civil Service Law and this MOU, including obtaining all necessary approvals, to effectuate the transfer to FDNY of ambulance, pre-hospital emergency medical and ancillary functions performed by EMS as set forth in paragraph 6 below ("EMS services").

2. For purposes of this MOU, "transfer date" shall mean the date of the transfer of employees of HHC to FDNY pursuant to paragraph 4 of this MOU.

3. FDNY will establish a Bureau of EMS within FDNY to oversee, direct and command EMS services. The Bureau will be managed by a senior Fire Department staff chief,

the "Chief in Charge, Bureau of EMS" ("EMS Chief"). The EMS Chief or his or her designee will serve as a liaison with HHC.

II. PERSONNEL

4. As soon as practicable after the expiration of the 20-day notice period provided by § 70(2) of the Civil Service Law, the parties shall transfer from HHC to FDNY necessary permanent officers and employees currently assigned to EMS who are substantially engaged in the provision of EMS services ("HHC/EMS employees"), subject to the following:

(a). Such HHC/EMS employees will be transferred to FDNY without change in permanent civil service status, without loss of civil service seniority and with corresponding civil service titles;

(b). Such HHC/EMS employees will be appropriately oriented in relevant FDNY procedures and policies;

(c). The transfer of such HHC/EMS employees will not affect their membership in or rights with respect to the New York City Employees Retirement System.

5. Notwithstanding any other provision of this MOU, Special Officers employed by HHC who are currently assigned to EMS are not necessary officers or employees substantially engaged in the performance of the functions to be transferred, and shall not be transferred, but shall continue to be subject to the jurisdiction of HHC.

III. SERVICES BY CITY AND COMPENSATION BY HHC

6. The City agrees that, effective on the transfer date, FDNY will provide EMS services for the benefit of HHC, including but not limited to:

(a). The performance of ambulance services, directly or through other providers of ambulance services, consistent with the ambulance services provided by EMS prior to the transfer, subject to the limitation set forth in paragraph 7 below;

(b). Emergency inter-facility ambulance transportation for HHC patients to the extent provided immediately prior to the transfer date by personnel of EMS;

(c). The delivery of pre-hospital emergency medical care by qualified personnel;

(d). A central dispatching system to direct and coordinate responses to requests for emergency ambulance and medical services, which shall incorporate all ambulances operated by FDNY, as well as such voluntary and proprietary ambulances as shall choose to participate and be accepted for participation by FDNY;

(e). Any other services necessary to the performance of terms and conditions of federal or state grants, subsidies or other funding;

(f). Support, administrative and personnel services previously provided by personnel of EMS that are necessary to the provision of the services described in subparagraphs (a)-(e) above.

7. After the transfer date, HHC will continue to be responsible for non-emergency inter-facility transports consistent with current practice.

8. In consideration for the provision of EMS services by the City for the benefit of HHC, as set forth in this MOU, HHC will fund the costs of such services, as follows:

(a) HHC will fund the costs of EMS services for the balance of the City's fiscal year 1996 by means of a payment to the City in the amount of \$62 million,¹ payable in two equal installments due on April 30, 1996 and June 30, 1996.

(b) Unless the funding arrangements set forth in this subparagraph are modified pursuant to paragraphs 10 or 22 below, HHC will fund the costs of EMS services for each fiscal year after fiscal year 1996 as follows:

(i) The City shall apply \$63 million of the HHC subsidy from the City under the New York City Health and Hospitals Corporation Act (Chapter 1016 of the Laws of 1969, as amended) (the "HHC Act") to FDNY as partial payment for the EMS services to be provided by FDNY as set forth in this MOU; and

(ii) HHC, subject to paragraph 9 of this MOU, shall continue to bill for and receive directly all amounts arising from the provision of EMS services by FDNY to patients delivered to HHC hospitals, and prior to the commencement of each fiscal year, the City Budget Director and the President of HHC jointly shall project the amount of collections anticipated by HHC for that fiscal year (the "HHC Projected Collections");

(iii) The amount of the HHC Projected Collections for each fiscal year shall be paid by HHC to the City in four equal payments, subject to adjustment as provided in (iv) and (v) below, with the first three payments to be made on the last day of each of the

¹ This number assumes that the transfer date is March 1, 1996. In the event that the transfer occurs on a different date, the President of HHC and the City Budget Director jointly shall determine the appropriate amount.

first three quarters of the fiscal year, and the last payment to be made within 60 days of the end of the fiscal year;

(iv) Within 60 days of the end of each fiscal year, the City Budget Director and the President of HHC jointly shall determine the amount actually collected by HHC for that fiscal year as a result of the operations of EMS (the "HHC Actual Collections"). In the event that the HHC Actual Collections are less than the HHC Projected Collections, the amount of HHC's fourth payment to the City under (iii) above shall be reduced by such difference, provided that HHC exercised diligent efforts, as determined jointly by the City Budget Director and the President of HHC, to maximize the amount of the HHC Actual Collections. In the event that the HHC Actual Collections are in excess of the HHC Projected Collections, the amount of HHC's fourth payment to the City under (iii) above shall be increased by such excess.

(v) Notwithstanding the foregoing, in the event that the President of HHC and the City Budget Director jointly determine that as of the conclusion of the second quarter the HHC projected collections are likely to be materially in excess of the HHC Actual Collections, then the President of HHC and the City Budget Director shall agree to revise appropriately the amount of HHC's third quarter payment to the City under (iii) above.

9. As of the transfer date, the City shall be responsible for the billing and collection of all revenues arising from the provision of EMS services to non-Medicaid patients delivered to hospitals other than those operated by HHC. The revenues collected by the City during fiscal year 1996 shall be remitted to HHC; the revenues collected by the City during subsequent fiscal years shall be retained by the City. Commencing October 1, 1996, the City shall pay HHC a reasonable rate, as determined jointly by the City Budget Director and the

President of HHC, for the billing and collecting of non-Medicaid revenues for EMS services provided to patients delivered to HHC hospitals, or shall assume the responsibility for the billing and collecting of such non-Medicaid revenues. *

10. The Mayor, after consultation with HHC, may modify the funding arrangements set forth in paragraphs 8 and 9 above provided that any such modification does not result in adverse financial consequences for HHC.

11. The parties agree to cooperate with respect to grants and subsidies for EMS services from sources other than the City of New York, as follows:

(a). The parties agree to cooperate in applying for grants and subsidies currently available or which may become available from any source for EMS services, to make best efforts to obtain such funding at a level greater than or equal to the amounts now received and to employ such grants and subsidies as are awarded in a manner consistent with applicable funding conditions;

(b). As soon as practicable, HHC will identify all grants and subsidies authorized by any source for EMS services or for the benefit of EMS; HHC agrees to remit promptly to the City all monies it receives (whether before, on, or after the transfer date) on account of such grants and subsidies to the extent consistent with applicable funding conditions.

12. The City shall provide the following reports to HHC:

(a). Within ninety days after each annual anniversary of the transfer date, FDNY and the City shall report to HHC in writing concerning the services the City has provided pursuant to this MOU. Such report shall include an assessment of the effectiveness of such services, plans for appropriate improvements in such services and quantitative and descriptive information analyzing the level and nature of services.

(b). FDNY and the City will provide such additional reports as HHC reasonably requests in connection with grants, funding, billing or the implementation of this MOU.

13. HHC shall provide the following reports to the City :

(a). Cash receipt reports for EMS services, listing all revenues by source.

(b). Ambulance "drop-off" numbers to HHC hospitals and charges by HHC for:

(i). Medicare patients;

(ii). Self-pay patients;

(iii). Patients covered by third-party insurance.

(c). HHC will provide such additional reports as the City or FDNY reasonably requests in connection with grants, funding, billing or the implementation of this MOU.

IV. PROPERTY AND CONTRACTS OF HHC AND RELATED MATTERS

14. For the purpose of providing EMS services as described in this MOU, as of the transfer date FDNY shall have access to and use of HHC real property to the same extent that EMS had prior to the transfer, including but not limited to EMS stations, outposts and other facilities. In addition, as soon as practicable, HHC shall identify all real property currently used primarily by EMS and all leases or other arrangements relating to such property; the City will review such leases and arrangements and determine, in consultation with HHC, the appropriate treatment of each. Except as otherwise provided for by the parties to this MOU or in leases or other arrangements between HHC and third parties, utilities, maintenance and repairs for the EMS facilities will be provided as follows:

(a). Routine non-structural custodial maintenance of such facilities shall be performed by the City;

(b). Utilities (water, heat, electricity), as well as repairs to structures or fixtures, in facilities also used by HHC for non-EMS purposes (for example, EMS stations located in HHC hospitals) shall be the responsibility of HHC, unless the City elects to undertake the responsibility; and

(c). The City shall be responsible for utilities and repairs to structures or fixtures in other EMS facilities.

15. For the purpose of providing EMS services, as of the transfer date FDNY shall, in its discretion, have access to and use of HHC personal property to the same extent that EMS had prior to the transfer. In addition, as soon as practicable, HHC shall identify all personal property, including but not limited to vehicles and equipment, currently used primarily

by or for the benefit of EMS. In consideration for the services to be provided for the benefit of HHC by the City pursuant to this MOU, HHC shall promptly transfer its interests in such property to the City, to the extent that the City so elects. Such personal property shall, during its useful life, be used to the extent practicable for the purpose of providing ambulance and pre-hospital emergency medical services.

16. As of the transfer date, HHC shall provide to the City, to the extent that the City so elects, all goods or services to be provided under contracts, agreements and other arrangements entered into by HHC for the benefit of EMS, including but not limited to, arrangements with private ambulance services. As soon as practicable, HHC will identify all such contracts, agreements and other arrangements, and the City will review them to determine, in consultation with HHC, the appropriate treatment of each such contract, agreement and arrangement.

V. GENERAL

17. This MOU is not intended, nor shall it be construed, to create any rights or benefits in any third parties.

18. HHC and the City agree that this MOU shall be read consistently with the HHC Act, the New York City Charter and all other applicable federal, State and local laws and regulations.

19. Within a reasonable time after the transfer date, the City shall publish in the *New York Law Journal* an appropriate notice to members of the bar regarding the transfer of EMS functions from HHC to FDNY.

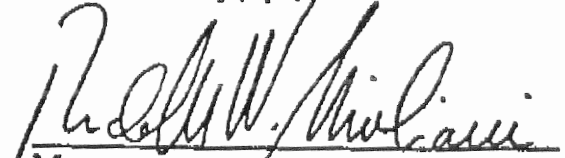
20. The parties shall cooperate: (i) in taking all actions necessary or desirable to implement this MOU, (ii) in exchanging non-privileged information and documentation

relating to EMS services, and (iii) in avoiding adverse financial consequences to either party as a result of the implementation of this MOU.

21. Any disputes between the City and HHC regarding the implementation of this MOU, including but not limited to any disputes between the City Budget Director and the President of HHC regarding payments for services, shall be finally resolved and determined by the City's First Deputy Mayor or such other Deputy Mayor who is designated to sit on HHC's Board of Directors.

22. This MOU may be amended from time to time or terminated by written agreement between the Mayor and the President of HHC.

Agreed to
As of January 19, 1996

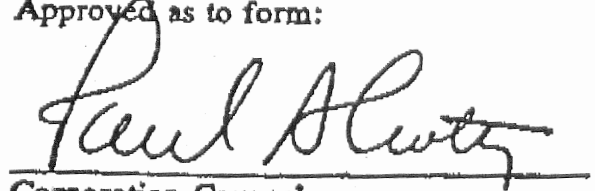


Mayor



President, New York City Health and
Hospitals Corporation

Approved as to form:



Corporation Counsel