

**INTRA-CITY AGREEMENT BETWEEN
THE CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND
HUMAN RESOURCES ADMINISTRATION**

THIS INTRA-CITY AGREEMENT (“Intra-City Agreement”), made as of July 1, 2011 between the City of New York, acting through the Human Resources (HRA) (the “City Client”), located at 180 Water Street, New York, New York 10038; and the City of New York, acting through the Department of Health and Mental Hygiene (“DOHMH”), located at 42-09 28th Street, 8th Floor, Long island City, NY 11101.

WHEREAS, DOHMH has entered, or will enter, into a series of contracts with various contractors for the placement of public education campaigns in and with various media and/or through posting at locations throughout the City of New York; and

WHEREAS, DOHMH is ready, willing and able to assist the City Client in developing and carrying out its public education campaign(s), which impact the health and well-being of New Yorkers; and

WHEREAS, the City Client is in need of the public education campaign services that DOHMH can provide hereunder;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The initial term of this Agreement shall be from July 1, 2011 through June 30, 2012. The public education campaign described in Annex A-1 attached hereto is to be performed during such initial term, and the costs thereof are not to exceed the amount stated therein (the “Maximum Reimbursable Amount” or “MRA”), unless the parties enter into a written amendment to this Agreement which increases the Maximum Reimbursable Amount payable to DOHMH hereunder. Annex A-1 is hereby deemed a part of this Agreement.

ARTICLE 2. RENEWALS

- A. This Agreement may be renewed for one 3 year term, or may be expanded to include additional Campaign Definitions by adding new Annex A subparts to this Agreement for the City fiscal year in which another Campaign Definition has already been agreed upon, subject to the availability of funds, by agreement between the parties to this Agreement in a writing signed by duly authorized representatives of both DOHMH and the City Client in the form of an added Campaign Definition subpart to Annex A.

- B. Each such added Campaign Definition in the form of a new Annex A subpart will be numbered sequentially as A-2, A-3, A-4 and upward, seriatim, in increasing numbers to differentiate each such Campaign Definition that forms a part of this Agreement and will be prepared using the form annexed hereto in blank as Annex A-2.
- C. After each such subpart to Annex A is signed by authorized signatories on behalf of both parties, such subpart will be added to, and deemed a part of this Agreement.

ARTICLE 2. PUBLIC EDUCATION CAMPAIGN DEFINITIONS

The Public Education Campaign Definition for the initial term will be as described in Annex A-1 hereto, and such other Campaign Definitions for the initial term as may be added hereto by amendment in the manner prescribed herein. DOHMH and the City Client will jointly carry out the Public Education Campaign described in Annex A-1 and, if this Agreement be amended, in the applicable added subpart(s) of Annex A. Services to be performed by DOHMH through its underlying contracts with an Advertising Agency or other media services will be subject to the terms of such underlying contracts and the performance of such DOHMH contractors.

ARTICLE 3. PAYMENTS AND RECONCILIATION OF COSTS AND FEES

- A. Upon execution of this Agreement, and thereafter, if applicable, upon the execution of any successive Annex A subpart added to this Agreement by amendment for an Public Education Campaign Definition, DOHMH will send an invoice to the City Client for the full MRA set forth in the applicable Annex A Project Definition, and the City Client will pay such MRA to DOHMH, as soon as is practicable after presentation of such invoice to the City Client. Such payment of the MRA will be made either through an interagency transfer of funds from City Client to DOHMH by the Office of the Comptroller of the City of New York, or through such alternative payment procedure and method as may be acceptable to DOHMH.
- B. With funds provided to DOHMH by the City Client, DOHMH will make payments to the Advertising Agency or Agencies specified in the applicable Project Definition for services rendered in connection with such Project Definition and in accordance with the payment provisions contained in DOHMH's agreement(s) with the applicable Advertising Agency or agencies to be utilized in connection with the subject Public Education Campaign.
- C. If it appears that the total costs of the Public Education Campaign, will, for any reason, exceed the MRA for such Public Education Campaign, then DOHMH will, after consultation with the City Client, adjust orders to be placed with the Advertising Agency or agencies to decrease the cost thereof, unless the parties agree in writing to amend the Annex A subpart pertaining to such Project Definition, to increase the MRA, to include additional funds, as required and necessary to complete the campaign, are allocated therefore.
- D. Upon the conclusion of each public education campaign and DOHMH's receipt of billing therefore from the Advertising Agency or agencies, DOHMH will reconcile the costs and the DOHMH fee or personnel costs allocable to such Public Education Campaign and will

submit a reconciliation report to the City Client, together with copies of the underlying documentation on which DOHMH relied in preparing such reconciliation. If such reconciliation indicates that the MRA included an overpayment to DOHMH, then DOHMH will refund the overage to the City Client.

ARTICLE 4. TERMINATION

- A. The parties shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to all parties.
- B. In the event that the Federal, State or City reimbursement (if applicable) for this Agreement become unavailable, the Intra-City Agreement shall be deemed terminated immediately.
- C. Upon termination of this Agreement, no further obligations may be incurred under this Agreement on behalf of City Client. Any obligations incurred by DOHMH on behalf of City Client prior to receipt of notice of termination and falling due after such date shall be reimbursed by City Client in accordance with the terms of payment set forth herein.

ARTICLE 5. MODIFICATION

This Agreement may be modified upon mutual agreement between the parties set forth in writing and signed on behalf of each of the parties. It may not be modified orally.

ARTICLE 6. RETENTION OF RECORDS

The parties agree to retain copies of all their respective records related to this Agreement for a period of six (6) years after the final payment or termination of the Intra-City Agreement, whichever is later. Federal, State and City auditors, and any other persons duly authorized by DOHMH or City Client, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.

ARTICLE 7. CONFIDENTIALITY

- A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official City Client and DOHMH files or records, shall be held confidential pursuant to the provisions of all applicable federal, state, and local laws and codes, and shall not be disclosed to any persons, organization, agency, or other entity except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- B. All of the reports, information or data furnished to, or prepared, assembled, or used under this Agreement are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval by City Client and/or DOHMH, as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.

- C. The provisions of this Article 7 shall remain in full force and effect following termination of, or cessation of, the services required by this Agreement.

ARTICLE 8. COMPLIANCE WITH LAW

The Services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and local laws, rules, and regulations as are in effect at the time such services are rendered including without limitation the Civil Rights Act of 1964, as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.

ARTICLE 9. ENTIRE AGREEMENT

This Agreement 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 Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 10. NOTICES

All notices and requests hereunder by either party shall be in writing, and except as otherwise specified in the Intra-City Agreement, directed to the address of the parties as follows:

If to DOHMH:

NYC Department of Health and Mental Hygiene
Bureau of Communications
42-09 28th Street, 8th Floor, CN-33
Queens, NY 11101

Attention: Jeffrey Escoffier
Director of Health Media and Marketing

If to City Client:

Connie A. Ress, Deputy Commissioner
Office of Communications and Marketing
Human Resources Administration
180 Water Street, 25th Floor
New York, NY 10038

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

THE CITY OF NEW YORK
NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BY: _____
Assunta Rozza

DATE: _____

TITLE: Deputy Commissioner, Finance

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

BY: _____
[Handwritten Signature]

DATE: 12/27/11

TITLE: _____
[Handwritten Title]

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 27 day of Dec in the year 2011 before me, the undersigned personally appeared Vincent Pullo, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sharon C. James
Signature and Office of individual
taking acknowledgment

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13026
Commission Expires April 1, 2012

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 20__ before me, the undersigned personally Appeared **ASSUNTA ROZZA**, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

ANNEX A-2

DOHMH INTRA-CITY AGREEMENT

PUBLIC EDUCATION CAMPAIGN DEFINITION

NAME OF CLIENT AGENCY: HUMAN RESOURCES ADMINISTRATION
HOME ENERGY ASSISTANCE PROGRAM

APPLICABLE TERM: July 1, 2011 through June 30, 2012

DESCRIPTION OF PUBLIC EDUCATION CAMPAIGN

HRA's Home Energy Assistance Program (HEAP) is creating a campaign that will target mostly elderly and middle-aged homeowners who are low income (under \$60K per year) and may not know how the government can assist with heating their homes. Each winter season, HEAP helps more than 800,000 New York City residents keep warm.

The campaign will include thirty second (:30) spots on three (3) radio stations: 1010 WINS, Univision and WBLS. The schedule is for mid-January through the end of February.

CAMPAIGN BUDGET

RADIO ADVERTISING

STATIONS:

- 1010 WINS \$ 45,000.00
- UNIVISION \$ 35,000.00
- WBLS \$ 22,200.00

NOT TO EXCEED MAXIMUM REIMBURSABLE AMOUNT \$ 102,200.00

By execution of this subpart of Annex A-2, the undersigned parties agree to amend their Intra-City Agreement dated as of: _____, 20__

CITY OF NEW YORK
HUMAN RESOURCES
ADMINISTRATION

CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

BY: _____

BY: _____

(Print Name)
COMMISSIONER

ASSUNTA ROZZA
DEPUTY COMMISSSIONER
FINANCE

Submitting Program Area:

Approved as to Availability of Funds

By: _____
HRA RC Head

By: _____
DOHMH Finance Office