

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

**THIS INTRA-CITY AGREEMENT** (“Agreement”), made as of May 12, 2021 (“Effective Date”) between the City of New York (“City”), Department of Social Services/Human Resources Administration (“HRA”), located at 150 Greenwich Street, New York, New York 10007; and the New York City Department of Health and Mental Hygiene (“DOHMH”), with offices at Gotham Center, 42-09 28<sup>th</sup> Street, Long Island City, NY 11101-4132 (collectively “the Parties”).

**WHEREAS**, DOHMH wishes to disseminate important Coronavirus-related health guidance and information about testing resources, particularly in areas with high rates of infection; and

**WHEREAS**, HRA, through its Public Engagement Unit (“PEU”), contracts with two telecommunications vendors to create and send automated telephone calls to deliver recorded messages (“robocalls”) which provide communities with important health and safety information; and

**WHEREAS**, HRA has agreed to send automated telephone calls about the Coronavirus to New York City residents in targeted neighborhoods on behalf of DOHMH through its telecommunications contracts; and

**WHEREAS**, the Parties wish to delineate their roles and responsibilities through this Agreement; and

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

**ARTICLE 1. TERM OF PERFORMANCE**

This Agreement shall be effective for one (1) year from July 1, 2020 through June 30, 2021, unless sooner terminated as provided herein.

**ARTICLE 2. SCOPE OF SERVICES**

- DOHMH will send requests for robocalls to HRA on an as needed basis. The requests will include the geographic area to be contacted, along with any specifics on demographics and/or languages. If known, DOHMH will provide HRA with the predefined universe of telephone numbers to be dialed. Otherwise, HRA will work with its telecommunications vendors to define the universe to be dialed.

- DOHMH may either create the messages to be sent, or request that HRA create the messages.
- Upon DOHMH's request, HRA shall contact one of its telecommunications vendors to send the robocalls and will provide the recorded message to the vendors.
- HRA will work with the vendors to schedule the robocalls. All robocalls shall be sent between the hours of 9:00 AM and 9:00 PM. If a call is not answered on the first attempt, the phone number will be dialed one or two more times that same day, for a maximum of three calls total.

### **ARTICLE 3. TERMS OF PAYMENT**

- A. DOHMH agrees to pay, and HRA agrees to accept an amount not-to-exceed \$300,000 as reimbursement for all services provided under this Agreement. Payment shall be based on the rates for each telecommunications vendor in accordance with the Rate Sheet attached hereto as Exhibit A.
- B. Payment shall be made on the basis of an approved invoice submitted at the end of Fiscal Year 21.
- C. All such Invoices shall be signed by the chief fiscal officer of HRA, or authorized designee, and shall contain the following language:

*"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to the price and amount, that it is necessary for the proper transaction of the business of DHS, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified and that the amount is solely for the operation of said program described on this invoice."*

- D. The invoice for payment shall be submitted to:

Bowen Liu  
Executive Director of OEA Administration  
42-09 28<sup>th</sup> Street, WS 9-156  
Queens, NY 11101  
(917) 881-5170

### **ARTICLE 4. TERMINATION**

Each Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to the other Party, or immediately for cause.

### **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 this Agreement, whichever is later. The NYSDFA, NYS Audit and Control, DHHS (and USDA if appropriate) and any other persons duly authorized by either Party shall have full access to and the right to examine any of said materials during said period.

#### **ARTICLE 7. SUPERVISION**

In compliance with the New York State Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 3, Chapter 5, the Commissioner of DSS shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of DSS may have input into the assignment, retention, and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

#### **ARTICLE 8. CONFIDENTIALITY**

- A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA 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 necessary to carry out the effect of this Agreement and/or 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 HRA 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 shall remain in full force and effect following termination of, or cessation of this Agreement.

#### **ARTICLE 9. COMPLIANCE WITH LAW**

The actions performed under this Agreement shall be in accordance with the applicable provisions of Federal, State, and local laws, rules, and regulations as are in effect at the time such actions are performed.

## **ARTICLE 10. NOTICES**

All notices and requests hereunder by either party shall be in writing, and except as otherwise specified in this Agreement, shall be delivered by email, hand or sent via Registered, Certified Mail with Return Receipt Requested, by overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender, and directed to the address of the parties as follows (or successors):

### **If to HRA:**

Garrett Robertson  
Senior Advisor for Program Planning and Budget  
Public Engagement Unit  
253 Broadway, 4<sup>th</sup> Floor  
New York, NY 10008  
robertsong@hra.ny.gov

### **If to DOHMH:**

Bowen Liu  
Executive Director of OEA Administration  
42-09 28<sup>th</sup> Street, WS 9-156  
Queens, NY 11101  
(917) 881-5170

## **ARTICLE 11. 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.

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

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

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

BY  \_\_\_\_\_

NAME Vincent Pullo

TITLE ACCO

DATE 5/12/2021

THE CITY OF NEW YORK  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

BY  \_\_\_\_\_

NAME Judi Rich Soehren

TITLE ACCO

DATE 04-16-2021