

**MEMORANDUM of AGREEMENT between the  
CITY OF NEW YORK  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE and the  
NEW YORK CITY COMMISSION ON HUMAN RIGHTS**

**THIS MEMORANDUM OF AGREEMENT** ("Agreement"), made as of May 1, 2017 between the City of New York, acting through the Commission on Human Rights (the "City Client"), located at ~~100 Gold Street, New York, NY 10038~~ and the City of New York, acting through the Department of Health and Mental Hygiene ("DOHMH"), located at Gotham Center, 42-09 28<sup>th</sup> Street, Queens, New York 11101-4132.

*22 Reade Street, New York, NY 10007 BS*

**WHEREAS**, DOHMH has entered, or will enter, into a series of contracts with various contractors for creative development of public education campaigns and/or for the placement of public education campaign materials 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 and is duly authorized to procure same;

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

**ARTICLE 1. TERM OF PERFORMANCE**

This Agreement shall commence as of July 1<sup>st</sup> that is the beginning of the fiscal year in which the date first set forth above in this Agreement occurs, and shall terminate upon the earlier to occur of 1) the completion of the performance of the public education campaign described in Annex A to this agreement, or 2) the next June 30<sup>th</sup> to occur in the City fiscal year in which the commencement date of this Agreement occurs, unless terminated pursuant to the terms of Article 4 herein, entitled "Termination." This Agreement shall be performed within a single City fiscal year.

**ARTICLE 2. CAMPAIGN DEFINITION**

- A. This Agreement sets forth the understanding of the parties with respect to the placement of service orders by DOHMH for one or more public education campaign(s) to be developed and placed by DOHMH on behalf of the City Client under its contracts with various contractors that may be in effect at the time of order placement and may be utilized in connection with the City Client's public education campaign(s).

DOHMH's agreement(s) with the applicable DOHMH contractor(s) to be utilized in connection with the subject Campaign.

- C. If it appears that the total costs of the Campaign, will, for any reason, exceed the MRA for such Campaign, then DOHMH will, after consultation with the City Client, adjust orders to be placed with the DOHMH contractor(s) to decrease the cost thereof, unless the parties agree in writing to amend Annex A through a change order for the purpose of increasing the MRA, to include additional funds, as required and necessary to complete the services described in Annex A.
- D. Upon the conclusion of each Campaign and DOHMH's receipt of billing therefor from the DOHMH contractor(s), DOHMH will reconcile the costs 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, and if the reconciliation indicates that the MRA was not sufficient to pay the costs thereof, the City Client will effect an Intra-City transfer of funds to DOHMH for the difference. The parties will work cooperatively and communicate clearly to minimize all differences between Campaign Budget estimates and the actual costs incurred by DOHMH on the City Client's behalf.

#### **ARTICLE 4. TERMINATION**

- A. The parties shall have the right to terminate this Agreement, in whole or in part, upon five (5) days prior written notice to all parties, subject to City Client's payment of all costs that DOHMH incurred prior to the date of termination on behalf of City Client.
- B. In the event that the Federal, State or City reimbursement (if applicable) for any campaign under this Agreement becomes unavailable to the City Client, the Agreement shall be deemed terminated immediately, subject to a notice by City Client to DOHMH, and subject to the payment by the City Client of all costs DOHMH incurred under DOHMH contracts.
- C. After termination of this Agreement, no further obligations may be affirmatively incurred under this Agreement by DOHMH on behalf of City Client. Any obligations incurred by DOHMH on behalf of City Client under the applicable DOHMH contract prior to receipt of notice of termination and falling due after such date shall, however, be chargeable to the Intra-City account established by the parties for purposes of the transfer of funds in connection with this Agreement.

**ARTICLE 9. NOTICES**

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

**If to DOHMH:**

NYC Department of Health and Mental Hygiene  
Office of External Affairs  
Gotham Center  
42-09 28<sup>th</sup> Street, Office 8-17, CN-33  
Queens, NY 11101

Attention: Zaida I. Guerrero  
Director of Contracts and Budget  
Office of External Affairs, Communications  
347-396-4075  
[zguererr@health.nyc.gov](mailto:zguererr@health.nyc.gov)

**If to City Client:**

NYC Commission on Human Rights  
~~100 Gold Street, Suite 4600~~ 22 Ruel Street  
New York, NY 10038 10007

Attention: Carmen Boon  
Director of Communications and Marketing  
212-416-0127  
[cboon@cchr.nyc.gov](mailto:cboon@cchr.nyc.gov)

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**ANNEX A-1  
DOHMH MEMORANDUM OF AGREEMENT  
SCOPE OF SERVICES  
CAMPAIGN DEFINITION**

**NAME OF CITY CLIENT: CITY OF NEW YORK COMMISSION ON HUMAN RIGHTS**

**APPLICABLE TERM: JULY 1, 2016 – JUNE 30, 2017**

**DESCRIPTION OF PUBLIC EDUCATION CAMPAIGN: Cultural Diversity Campaign** will focus on the city's most vulnerable communities who are the target of xenophobia, with a call to action to seek help if they are the victims of discrimination and harassment.

**CAMPAIGN BUDGET**

**PLACEMENT:**

**Subway:**

1000 11x46 Subway Car Cards for 4 weeks:	\$37,142.28
1000 22x21 Subway Car Cards for 4 weeks:	\$37,142.28
260 Two-Sheet Posters system wide for 4 weeks:	<u>\$55,182.82</u>
<b>Subtotal:</b>	<b>\$129,467.38</b>

Digital LED Displays in the SI St. George Ferry Terminal and Manhattan Whitehall Terminal for 4 weeks	<b>Cost: \$15,079.20</b>
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**MARKET RESEARCH:**

Informational and Concept Testing Focus Groups (2 each):  
4 groups to include: Discussion Guide, Screener, Moderating,  
Report Analysis, Transcripts, videotaping of groups. **Cost: \$49,951.00**

**CREATIVE DEVELOPMENT:**

DCF will develop 3 concepts for a print, radio, and digital campaign to include:

- Print: up to 6 print ads in up to 8 languages using original photography.
- Digital: social media on Facebook, Twitter, Instagram and others determined by NYC in English and Spanish and other languages as needed.
- Radio: write and produce a :30 English spot and a :60 Spanish spot.

**Cost: \$80,000.00**

**NOT TO EXCEED MAXIMUM REIMBURSABLE AMOUNT: \$274,497.58**