

INTRA-CITY AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF HEALTH
AND MENTAL HYGIENE and
THE NEW YORK CITY DEPARTMENT OF INFORMATION TECHNOLOGY
and TELECOMMUNICATIONS

PIN # 1200024301R0X00

INTRACITY COOPERATIVE AGREEMENT, dated as of this 22nd day of June, 2011, between the **New York City Department of Health and Mental Hygiene** ("DOHMH" or "agency") with offices at 42-09 28th Street, Long Island City, New York, 11101 and the **New York City Department of Information Technology and Telecommunications** ("DOITT") with offices at 75 Park Place, New York, New York, 10007.

W I T N E S S E T H

WHEREAS, DOITT is responsible for the administrative function of the 311 Customer Service Call Center ("311") including the 311's personnel, budget and technology infrastructure; and

WHEREAS, in furtherance of citywide call center consolidation, DOHMH desires to transfer the customer services it provides through the agency's call center to 311 in continuing phases and DOITT hereby agrees to accept such transfer and provide services as required under the conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall be for the original term of July 1, 2011, through June 30, 2012, and shall be automatically renewed for each subsequent fiscal year thereafter, unless or until terminated pursuant to the terms and conditions of this Agreement. Automatic renewal as described above shall be subject to a yearly review of, and mutual agreement on, the Scope of Services attached hereto and the Budget attached hereto and described in Article 3, below.

ARTICLE 2. SCOPE OF SERVICES

DOHMH and DOITT shall perform their respective responsibilities in accordance with the considerations and understandings set forth in the attached Annex A, Scope of Services.

ARTICLE 3. TERMS OF PAYMENT

- A. For the initial phase of this transfer of services, DOHMH shall fund staff of four (4) Full Time Equivalents (FTEs), pursuant to the budget attached hereto and incorporated herein as Annex B. The total reimbursable amount for the original term of this Agreement shall not exceed one hundred thirty thousand eight hundred dollars (\$130,800.00).
- B. Upon execution of this agreement, DOHMH will set up a baseline Intra-City mod to transfer funding to DoITT, in the amount of \$130,800 for FY'12 and each of the subsequent out-years

ARTICLE 4. TERMINATION

- A. Each party shall have the right to terminate this Agreement, in whole or in part, upon thirty days' (30) written notice to the other party.
- B. In the event that the services contemplated herein are no longer deemed necessary or viable to protect and promote public health, this agreement shall be terminated.

ARTICLE 5. MODIFICATION

This Agreement may be modified by the parties in writing to reflect amendments to the Scope of Services and Budget. It may not be altered or modified orally.

ARTICLE 6. 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 7. NOTICES

Notices to and between the parties herein shall be addressed to the following:

DOHMH

Att'n: Patricia Thomas

Agency Chief Contracting Officer

NYC Department of Health and Mental Hygiene

42-09 28th Street, 8th floor

Queens, N.Y. 11101

DOITT

Att'n: Carole Post

Commissioner

75 Park Place, 9th Floor

New York, N.Y. 10007

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK
DEPARTMENT OF INFORMATION TECHNOLOGY and
TELECOMMUNICATIONS

By Bretto M

Title Deputy Commissioner

NEW YORK CITY
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

By Patricia A Thomas

Title ACCO

Annex A
Scope of Services
PIN#: 1200024301R0X00

Under this Agreement, the 311 Customer Service Call Center shall provide information and referrals to the general public for the following services: Early Intervention “Totline”; Women’s Health Line; Literature requests; STD referral/information; HIV/AIDS referral information; and Miscellaneous information defined in general as requests for uncommon or highly specific topics that, while typically infrequent, may warrant evaluation for service development.

Mutual agreement has been reached on the following delineation of responsibilities.

1. 311 will provide prompt, accurate, professional and courteous customer service on a 24x7 basis on behalf of DOHMH.
2. 311 will maintain 80/30 service level agreement meaning that 80% of all calls will be answered within 30 seconds.
3. 311 will assume full responsibility for providing training, supervision and employee benefits for call center representatives funded through this agreement to handle DOHMH services.
4. 311 will maintain, modify and update content as related to identified transferred services at no additional cost as long as DOHMH does not add additional work steps regarding identified transferred services.
5. 311 will financially absorb any incremental call volume resulting from an event outside the control of DOHMH related to these services that would prompt significant increases in call volume.
6. 311 will have direct access and utilize DOHMH Call Center Literature application to directly enter customer requests. DOHMH will agree to process and fulfill customer requests for literature as well as follow standard operating procedures to utilize US Postal Mail service to send literature directly to the public and other entities. In the event the application is not available, 311 will be responsible for implementing contingency plans for service and notifying DOHMH.
7. 311 will notify DOHMH of any content related issues or concerns regarding these services so DOHMH can ensure the most updated, complete and accurate information is provided to the public at all times.

8. 311 will meet with DOHMH as needed to review services.

9. 311 will provide DOHMH with on-demand and/or upon request access to Siebel system and related analytic reports regarding call volume, average handling time and service requests.

**ANNEX B
BUDGET
MOU**

PIN: 1200024301R0X00

CONTRACT TERM: EFFECTIVE JULY 1, 2011

Deliverable Services:

DoITT to perform call handling services on behalf of DOHMH including Women's Health Line; HIV/AIDS; Early Intervention Tot Line; Literature requests; STD referral services; Miscellaneous.

Reimbursables:

4 FTE @ \$32,700

Total Reimbursement Amount: Not to Exceed \$130,800 per annum