

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

THIS INTRA-CITY AGREEMENT (“Agreement”), made as of March 3, 2014 between the City of New York, acting through the Human Resources Administration (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 Gotham Center, 42-09 28th Street, Queens, New York 11101-4132.

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 1st 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 30th 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 campaigns.

total amount not to exceed the MRA set forth in Annex A, and in accord with 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, ~~are~~ ~~allocated therefor.~~
- 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 IntraCity 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 Intra-City 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 IntraCity 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
Bureau of Communications
Gotham Center
42-09 28th Street, 8th Floor, CN-33
New York, NY 10013

Attention: Jeffrey Escoffier
Director of Health Media and Marketing
347-396-4024
jescoffi@health.nyc.gov

If to City Client:

Human Resources Administration
180 Water Street, 25th Floor
New York, NY 10038

Attention: Connie A. Ress,
Deputy Commissioner
Office of Communications and Marketing
929-221-7345
ressc@hra.nyc.gov

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**ANNEX A-5
DOHMH INTRA-CITY AGREEMENT
SCOPE OF SERVICES
CAMPAIGN DEFINITION**

NAME OF CITY CLIENT: HUMAN RESOURCES ADMINISTRATION

APPLICABLE TERM: July 1, 2013 through June 30, 2014

DESCRIPTION OF PUBLIC EDUCATION CAMPAIGN: Affordable Care Act Campaign

The public awareness campaign will educate NYC residents about the Affordable Care Act and that the open enrollment period for New Yorkers to sign up for health insurance is ending on March 31.

CAMPAIGN BUDGET

PLACEMENT:

Newspaper Print	\$25,000.00
Broadcast Radio- WPAT	\$16,500.00
Television Bumpers	<u>\$40,000.00</u>
Subtotal:	\$81,500.00

NOT TO EXCEED MAXIMUM REIMBURSABLE AMOUNT: \$81,500.00