

# HEALTH SECTOR CENTER COLLEGE PROGRAM AGREEMENT

between

**NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES**

and

**CITY UNIVERSITY OF NEW YORK**

acting on behalf of

**LAGUARDIA COMMUNITY COLLEGE**

**(July 1, 2012- May 10, 2013)**

---

This **Health Sector Center College Program Agreement** ("CPA"), effective July 1, 2012, is made by and between the **City of New York** (the "City"), acting through its **Department of Small Business Services** ("SBS") and **The City University of New York** ("CUNY"), acting on behalf of **LaGuardia Community College** ("LaGuardia")(collectively, the "Parties"), and is governed by that certain Master **Cooperative Agreement** ("MCA") made by and between SBS and CUNY, having an effective date of April 1, 2009.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

## **ARTICLE 1. TERM**

- A. **Initial Term.** The initial term of this CPA shall be for a period of approximately ten (10) months and ten (10) days, commencing on July 1, 2012 and expiring on May 10, 2013 ("Initial Term"), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to the terms of the MCA.
- B. **Renewal Term.** The Initial Term of this CPA may be renewed by written mutual agreement of the Parties for up to two (2) months. Notwithstanding the previous sentence, in no event shall the Renewal Term extend past June 30, 2013. For purposes of this CPA, the Initial Term and Renewal Term shall be referred to collectively as "Term."

## **ARTICLE 2. SCOPE OF SERVICES**

During the Term, CUNY shall be responsible for providing the services ("Services") set forth in the "Scope of Work," attached hereto as Exhibit A, in accordance with the "Program Budget", attached hereto as Exhibit B, and any modifications to Exhibit A and Exhibit B as agreed to by the Parties in writing. CUNY shall also provide such Services in accordance with the *Workforce1 Operating Guide*, as may be updated from time to time.

## **ARTICLE 3. OPERATING PLAN**

During the Term, CUNY shall be responsible for providing the Services in accordance with the "Operating Plan" attached hereto as Exhibit C, and any modifications to Exhibit C as agreed to by the Parties in writing. In addition, CUNY shall be responsible for meeting the "Compensation Based Performance Goals" identified

in the Operating Plan and is expected to meet the "Non-Compensation Based Performance Goals" also identified in said Operating Plan.

#### ARTICLE 4. PAYMENT FOR SERVICES

A. **Maximum Reimbursable Amount.** SBS shall reimburse CUNY, on behalf of LaGuardia, in an aggregate amount not to exceed One Million Seven Hundred Twenty-One Thousand Six Hundred and Fifteen Dollars (\$1,721,615) for all Services provided during the Term of this CPA in accordance with the Scope of Work (Exhibit A), Program Budget (Exhibit B) and Operating Plan (Exhibit C). Such payments shall be made and such payment requests shall be submitted in accordance with SBS' *Fiscal Manual*, as may be amended from time to time, and the following terms and conditions:

1. **Maximum Cost Reimbursement:** During the Term, SBS shall reimburse CUNY for its expenses in an amount not to exceed eight percent (80%) of the Program Budget, up to a maximum of One Million Three Hundred Seventy-Seven Thousand Two Hundred Ninety-Two Dollars (\$1,377,292) ("Maximum Cost Reimbursement").
2. **Performance Payment.** After CUNY has reached the Maximum Cost Reimbursement, SBS shall reimburse CUNY for expenses in an amount not to exceed twenty percent (20%) of the Program Budget related to the achievement of the Compensation-Based Performance Goals set forth in the Operating Plan (Exhibit C), up to a "Maximum Performance Payment" of Three Hundred Forty-Four Thousand Three Hundred Twenty-Three Dollars (\$344,323). Achievement of the Maximum Performance Payment shall be governed by the Operating Plan (Exhibit C).

**IN WITNESS WHEREOF**, the Parties hereto have executed this CPA on the dates appearing below their respective signatures.

#### NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES



Name: Andrew Schwartz  
Title: First Deputy Commissioner

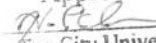
#### THE CITY UNIVERSITY OF NEW YORK



Name: Frederick P. Schaffer,  
Title: General Counsel & Senior Vice Chancellor for  
Legal Affairs

Date: Apr. 14, 2013

Date: March 26, 2013

Approved As To Form  
  
The City University of New York  
Office of the General Counsel  
Date: 03.28.2013

**EXHIBIT A**  
**SCOPE OF WORK**

- I. **Overview.** The Scope of Work represents the fundamental Services to be provided by CUNY as a Workforce1 Career Center operator. CUNY shall provide all Services described herein in accordance with applicable City, State and federal, regulations and guidelines. Detailed expectations and additional requirements may be defined by relevant SBS policies.
- II. **General Principles.** CUNY acknowledges and agrees that its performance of the Services set forth in this Scope of Work shall adhere to and reflect the general principles required by WIA.
- A. **Intake.** CUNY shall provide the following non-exclusive list of services relating to "Intake":
1. Jobseeker/Customer greeting services;
  2. Jobseeker/Customer inquiry responses in all formats; and
  3. Collection and data input of Customer Information Forms.
- B. **Center Facility.** CUNY shall provide the following non-exclusive list of services and activities at the "Center Facility":
1. *Jobseeker Resources.* Ample jobseeker resources, including a reception area, technology equipment access (kiosks, computer labs, printers, copiers), and meeting rooms.
  2. *Minimum Operating Hours.* Unless otherwise approved by both Parties in writing, the Minimum weekly operating hours for the Center Facility are Monday-Friday, 9:00 AM – 5:00 PM.
  3. *Suitability.* CUNY warrants that any facility used for the provision of Services funded in whole or in part through this CPA, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, shall be maintained in a condition acceptable to SBS.
  4. *Signage.* At SBS' request and in accordance with SBS' Branding Guidelines, CUNY will prominently display signs inside and outside the facility used for the Health Sector Center indicating such information as the program name, the program activities being provided and the Minimum Operating Hours set forth above.
- C. **Introduction to Services.** CUNY shall provide the following non-exclusive list of services relating to Introduction to "Services":
1. In-person sessions held multiple times each day to introduce and explain the resources available to customers; and
  2. Provision of information regarding non-discrimination, equal opportunity, and grievance procedures.
- D. **Assessment and Eligibility Determination.** CUNY shall provide the following non-exclusive list of services relating to "Assessment and Eligibility Determination":
1. Preliminary one-on-one assessment of a customer's skill levels, work experience, interests, job readiness, and supportive services needs;
  2. Development of an Individual Employment Plan to assist jobseekers with navigating their experience at the center; and
  3. Determination of Workforce Investment Act program eligibility.

- E. **Jobseeker Services.** CUNY shall provide the following non-exclusive list of services relating to "Jobseeker Services":
1. *Resource Room:* Accessible computer lab providing, at a minimum:
    - a. Labor market information;
    - b. Job postings;
    - c. Communications equipment; and
    - d. Job search resources.
  2. *Pre-Employment Workshops:* On-site, regularly occurring pre-employment services, including resume creation, interview skills preparation, and computer literacy.
  3. *Career Advisement:* Individual career counseling and assistance with use of Center resources.
  4. *Job Placement*
    - a. Pre-interview screening and matching with available opportunities developed by the Center or other centers within the Workforce1 system; and
    - b. Recruitment of qualified candidates through external sources to efficiently meet employer requirements, as applicable.
  5. *Career Advancement:* Intensive career counseling and strategizing for employed individuals seeking promotions or new employment, as applicable.
  6. *Supportive Services:* Ensure availability of screening tools for benefits such as cash and food assistance, health insurance and the provision of certain benefits such as transportation assistance, as applicable.
  7. *Occupational Training*
    - a. Act as a neutral broker in administrating Individual Training Grant application process by facilitating customer's choices of employment options, occupational research, and training provider research through SBS' NYC Training Guide;
    - b. Provide weekly approval of Individual Training Grant vouchers for qualified Customers; and
    - c. Provision of information about additional sources of federal and state funding for education and training.
  8. *Language Access:* Provision of translation services and referral to community-based organizations for customers with limited or no English proficiency.
- F. **Employer Services.** CUNY shall provide the following non-exclusive list of services relating to "Employer Services":
1. Utilizing the NYC Business Solutions brand and all accompanying policy guidance to develop relationships with employers for the purposes of referring qualified candidates for job openings;
  2. Coordination with NYC Business Solutions Centers in employer engagement efforts; and
  3. Reasonably adequate knowledge of all NYC Business Solutions services and referral to appropriate SBS or SBS Contractor staff, as needed.
- G. **Community Partners.** CUNY shall provide the following non-exclusive list of services relating to "Community Partners":
1. Development and maintenance of relationships with community-based organizations, faith-based organizations, public libraries, and other entities for the purpose of accepting referrals of candidates for job placement; and

2. Development and maintenance of relationships with organizations for the purpose of referring customers for Supportive Services.

H. **Priority of Service for Veterans.** In accordance with the Jobs for Veterans Act of 2002, CUNY shall provide veterans and eligible spouses with priority of service, which is defined as "Veterans and eligible spouses receiving access to Services earlier in time than non-veterans and non-eligible spouses. If Services are limited, veterans and eligible spouses receiving access to the Services instead of or before non-veterans and non-eligible spouses."

I. **Service Delivery**

1. **General Principles.** CUNY acknowledges and agrees that its performance of Services will adhere to, reflect and will be delivered in accordance with the following general principles.

- a. *First-Class and Customer Friendly Services.* CUNY will perform and render the Services in a professional, first-class, customer-friendly manner at all times. CUNY will provide quality, timely and responsive customer service.
- b. *Universal Access.*
  - i. Jobseeker Services will be made available and accessible to all "Adults (as defined below):
  - ii. Jobseeker Services will be provided in such a manner as to be accessible and available to a diverse range of jobseekers, including, but not limited to, persons with limited or no work experience, persons with extensive or limited education, non and limited-English speakers, and the disabled; and
  - iii. The Outcome Targets (as set forth in Exhibit C) are only intended to represent minimum achievement levels and CUNY will use best efforts to exceed such levels.
- c. *Customer Choice.* Services will be delivered in a manner that maximizes customer choice to the greatest extent possible. In connection with such general principles:
  - i. Information provided to Customers will be accurate, comprehensive, and up-to-date;
  - ii. CUNY shall submit all support and training providers for which it intends to make Customer referrals to SBS for prior written approval. Said approval will not be unreasonably withheld, conditioned or delayed; and
  - iii. CUNY shall act as a neutral broker in referring Customers to SBS-approved support and training providers. If SBS determines that CUNY is not acting as a neutral broker, SBS reserves the right to impose corrective actions on CUNY. Such corrective actions may include, but are not be limited to, requiring CUNY to submit to SBS for prior approval all Customer referrals that it intends to make to approved support and training providers. Said approval will not be unreasonably withheld, conditioned, or delayed.
- d. *Collaboration and Cooperation/Leveraging of Resources.*
  - i. CUNY will collaborate and cooperate with SBS and the Workforce1 Career Centers and other private, public, and not-for-profit organizations that are involved in and participating in the One-Stop

System (collectively, "Participating Organizations") for the purposes of:

- A. Leveraging and benefiting from the services and resources of other Participating Organizations;
  - B. Avoiding duplication of efforts and services across Participating Organizations;
  - C. Contributing to Workforce1 Career Center-wide and One Stop System-wide success and continuous improvement; and
  - D. Sharing best and innovative practices.
- ii. CUNY shall use reasonable efforts to ensure that its staff is familiar with and stays current about services and resources available through Participating Organizations;
  - iii. CUNY shall be responsive to and cooperative in Healthcare Sector Center, Workforce1 Career Center-wide and One Stop System-wide planning and initiatives; and
  - iv. CUNY will leverage its own resources and contacts providing the services set forth in this subsection.
- e. *Data Tracking and Reporting.* CUNY shall track data on the delivery of Jobseeker Services and the achievement of Compensation Based and Non-Compensation Based Performance Goals set forth in the Operating Plan. CUNY shall use the SBS, Workforce1 or other approved system, applicable, to meet the data tracking requirements. In addition, all data tracking and reporting activities performed by CUNY during the Term of this CPA, including the timely, accurate and complete collection, storing and reporting of appropriate data and activities, shall be provided in accordance with SBS' standard policies and procedures, as applicable.
- f. *Sufficiency of Management, Staff & Resources.*
- i. CUNY's shall maintain sufficient management, staff and resources to operate the Health Sector Center and to deliver the Services described in this Scope of Work and to perform necessary administrative functions throughout the CPA's Term including, but not limited to: evaluation; monitoring; research and development, including the preparation of required reports; fiscal reporting, review, audit, and CPA close-out.
  - ii. CUNY shall ensure that any management and staffing plan that is or will be implemented during the Term of the CPA will be subject to SBS' prior approval, which approval shall not be unreasonably withheld. Additionally, any management and staff plan will be structured in such a way that necessary or appropriate changes (as reasonably determined by SBS in consultation with CUNY) can be made. Such necessary or appropriate changes may include, but are not be limited to, changes intended to improve service delivery and changes intended to accommodate legitimate shifts in the program's priorities, goals and/or needs. Changes requested by CUNY pursuant to this section shall be provided to SBS in writing and must accompanied by sufficient documentation and/or other supporting analysis justifying the basis for the requested modification.
- g. *Continuous Improvement.* CUNY shall use best efforts to continually improve the program and the services delivered pursuant to this CPA through a variety of

tools and approaches, including analysis of process measures, outcomes, and best practices. SBS and CUNY will mutually determine any service delivery modifications necessary or appropriate to achieve continuous improvement of the program. Any modifications shall be shall be agreed to by the Parties in writing.

h. *Registration and Exit*

- i. All Customers receiving Jobseeker Services from CUNY and that constitute Core or Intensive Services as defined in WIA shall be registered promptly in accordance with applicable provisions of the *Workforce1 Operating Guide* as may be amended from time to time.
- ii. CUNY will promptly "exit" all registered customers according to SBS Exit Procedures and applicable law

J. **Definitions.** For the purposes of this CPA and Exhibit A, the terms listed below shall have the following meanings:

1. "Adult" means an individual who is at least eighteen (18) years old and is eligible to received the Services, according to all Requirements.
2. "Changed Circumstances" means any and all change in circumstances: (a) beyond the reasonable control of SBS and CUNY, including changes that relate to or impact upon the System, the Healthcare Sector Center, or the Services or the performance thereof; and (b) changes in Service Priorities (as set forth in WIA) or needs, funding, requirements, or policies and procedures of the System or SBS.
3. "Requirements" means all federal, New York State, and New York City laws regulations and rules applicable to the Services provided pursuant to, this Agreement, and/or CUNY including, but not limited to the United States Office of Management and Budget Circulars.

**EXHIBIT B  
PROGRAM BUDGET**

| <b>LGACC HEALTH SECTOR CENTER CPA<br/>(July 1, 2012 - May 10, 2013)</b> |                    |
|---|--------------------|
| <b>PERSONNEL SERVICES (PS)</b>  |                    |
| Wages   | \$968,713          |
| <b>SUBTOTAL WAGES</b>   | <b>\$968,713</b>   |
| Fringe @38%   | \$330,099          |
| Fringe @33%   | \$ 32,012          |
| Fringe @9.5%  | \$ 292             |
| MTA Tax @0.34%  | \$ 2,964           |
| <b>SUBTOTAL FRINGE</b>  | <b>\$365,367</b>   |
| <b>TOTAL PS (WAGES + FRINGE)</b>  | <b>\$1,334,080</b> |
| <b>OTHER THAN PERSONNEL SERVICES (OTPS)</b>                             |                    |
| Office Supplies-General   | \$7,958            |
| Communications - General  | \$5,595            |
| Printing & Reproduction   | \$11,241           |
| Cultural Activities & Special Events                                    | \$4,735            |
| Meetings  | \$903              |
| Advertising   | \$95,796           |
| Space Rental  | \$92,970           |
| Travel - General  | \$7,317            |
| Student Services (Metro cards)  | \$6,456            |
| Conference & Seminar Expense  | \$3,443            |
| Postage & Shipping  | \$603              |
| Rentals-Equip, Furniture & Computer (copier lease)                      | \$5,489            |
| Equipment-Repair and Maintenance (copier lease)                         | \$3,013            |
| Core Staffing Services, Inc.  | \$8,608            |
| <b>TOTAL OTPS</b>   | <b>\$254,127</b>   |
| <b>TOTAL DIRECT COST (PS + OTPS)</b>                                    | <b>\$1,588,207</b> |
| <b>TOTAL INDIRECT COST (10% of PS)</b>                                  | <b>\$133,408</b>   |
| <b>TOTAL BUDGET FOR HEALTH SECTOR CENTER CPA</b>                        | <b>\$1,721,615</b> |



**EXHIBIT C  
OPERATING PLAN**

**I. GENERAL HEALTH SECTOR CENTER REQUIREMENTS.** During the Term of the CPA, CUNY shall be required to meet the "General Health Sector Center Requirements" set forth below. Any changes to said "General Health Sector Center Requirements" shall be agreed to in writing by both Parties.

- A. All Center Placements/Promotions must be for positions offering a wage of at least \$10 per hour.
- B. All Placements/Promotions must be for positions offering a minimum of 30 hours per week. In addition, all Promotions must be connected to trainings offered through the Health Sector Center.
- C. The Center's employer commitments, placements and promotions may only be conducted within the NAICS-defined Healthcare Sector. In particular, the Center's Employer Commitments, Placements and Promotions are limited to the following four (4) subsectors:
  - 1. Ambulatory and Health Care Services;
  - 2. Hospitals;
  - 3. Nursing and Residential Care Facilities; and
  - 4. Social Assistance.

**II. COMPENSATION BASED PERFORMANCE GOALS.** During the Term of the CPA, CUNY shall be required to meet the "Compensation Based Performance Goals" set forth in the table below. The "Compensation Based Performance Goals" represent minimum achievement levels, and CUNY will be expected to exceed such levels where practical. Any changes to the "Compensation Based Performance Goals" shall be agreed to in writing by both Parties.

| Milestone             | Annual Goal | \$ Value per Goal | Total \$ Value per Milestone |
|-----------------------|-------------|-------------------|------------------------------|
| Placements/Promotions | 1033        | \$216.67          | \$223,820                    |
| Mid Wage (\$15/hr+)   | 723         | \$166.67          | \$120,503                    |
| <b>TOTAL</b>          |             |                   | <b>\$344,323</b>             |

**III. NON-COMPENSATION BASED PERFORMANCE GOALS.** During the Term of the CPA, CUNY is expected to meet the "Non-Compensation Based Performance Goals" set forth in the table below. In addition and where practical, CUNY should use best efforts to exceed said "Non-Compensation Based Performance Goals." Any changes to the "Non-Compensation Based Performance Goals" shall be agreed to in writing by both Parties.

| Milestone            | Annual Goal |
|----------------------|-------------|
| Employer Commitments | 1438        |