

COOPERATIVE AGREEMENT
BETWEEN
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

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12/05/11

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement"), dated as of this 13th day of December 2011, between the Department of Social Services of the Human Resources Administration of the City of New York ("HRA" or "the Department"), with offices located at 180 Water Street, New York, New York 10038, and the Department of Youth and Community Development of the City of New York ("DYCD"), with offices located at 156 William Street, New York, New York 10038.

WITNESSETH:

WHEREAS, DYCD administers a Summer Youth Employment Program ("the Program") for eligible New York City youth, aged 14 through 20; and

WHEREAS, HRA desires to provide funding to assist the Program; through the Office of Temporary and Disability Assistance (OTDA) summer youth allocation and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The term of this Cooperative Agreement shall be for a period of twelve (12) months from June 1, 2011 through May 31, 2012, unless sooner terminated as provided herein and subject to the availability of funds (the "Term").

ARTICLE 2. SCOPE OF SERVICES- DYCD

During the Term, DYCD shall:

- A. Recruit and identify eligible youth, aged 14 through 20 ("Participants"); and
- B. Enroll and manage the youth's participation in the Program; and provide the Program work sites; and
- C. Prepare, collect and compile all records for hours worked by the youth by the Monday immediately following the pay period (the "Payroll Records"); and
- D. Provide Participants with appropriate Worker's Compensation or equivalent protection for on-the-job injuries and tort claims protection on the same basis, but not necessarily at the same benefit level as they are provided to HRA personnel in the same or similar positions; and
- E. Issue Payroll Debit Cards to the Participants in the Program; and

- F. Issue W-2 forms for each Participant in the Program on the last business day of January 2012 and mail such W-2 forms to each Participant.
- G. Work with HRA to remove costs incurred in serving the ineligible population from claims and outcome data.

ARTICLE 3. NUMBER OF WORK HOURS

For a seven (7) week period commencing on or after July 5, 2011, and concluding on August 20, 2011 ("Program Duration"), Participants shall work the number of hours per week to be determined by the work program into which each Participant is enrolled, up to a maximum of 25 hours per week at a wage rate of \$7.25 per hour.

ARTICLE 4. TERMS OF PAYMENT

- 4.1 HRA shall submit DYCD claim for payment to OTDA.
- 4.2 Claims shall be submitted on behalf of DYCD on the basis of the approved intra-agency invoices submitted to HRA with supporting documentation. HRA agrees to pay, and DYCD agrees to accept as full payment for all services performed under this Agreement, an amount not-to-exceed \$8,458,299.00 as specified in the budget attached herein as Appendix I. Payment shall be made to DYCD subject to the settlement of the claim by New York State Office of Temporary and Disability Assistance. Summer Youth Employment Program (SYEP) related claims must be for services provided during the period May 1, 2011 through September 30, 2011. Expenditures for such services must be made by October 31, 2011 and claims for these expenditures must be submitted to HRA Finance by November 30, 2011 for submission to OTDA by HRA no later than December 15, 2011.
- 4.3 Intra-Agency Quarterly expenditure reports for the period through September 30, 2011 shall be submitted to:

NYC Human Resources Administration
Finance Office- Bureau of Claims and Reimbursement
Attn: Director
180 Water Street, 9th Floor
New York, NY 10038

- 4.4 The Intra-Agency invoices shall be signed by the Director of DYCD's fiscal department or designee and shall include the following typed 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 this is correct as to the price and amount, that it is necessary for the proper

transaction of the business of the Department, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed their in has been previously certified, and that the amount is solely for the operation of said Program described in this invoice.”

ARTICLE 5. NOTICES AND COMMUNICATIONS

All notices and communications to the parties under this Cooperative Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender. All fiscal notices and correspondence to HRA shall be delivered to the following addressee and address: Ms. Michelle Fouks, Executive Deputy Commissioner of Finance, 180 Water Street, 11th Floor, New York, NY 10038. Legal notices to DYCD should be delivered to the following addressee and address: Office of Legal Affairs, New York City Department of Youth and Community Development, 156 William Street, New York, NY 10038.

ARTICLE 6. RETENTION OF RECORDS

DYCD shall retain all books, records, and other documentation relevant to this Cooperative Agreement for a period of six (6) years after the final payment or termination of this Cooperative Agreement, whichever is later. Any City, State, and Federal auditors and any other person duly authorized by HRA shall have full access to and the right to examine any of said materials during said period.

ARTICLE 7. COMPLIANCE WITH LAW

The services rendered under this Cooperative Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws, rules, and regulations as are in effect at the time such services are rendered, including, without limitation, the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, and 45 CFR 84 and 85.

ARTICLE 8. CONFIDENTIALITY

8.1 All public releases and publications that contain confidential and/or protected information obtained pursuant to this Agreement, including but not limited to written press releases, prepared comments for press conferences or other oral presentations, conference presentations, letters, and analytic, journal, newspaper and magazine articles, shall be submitted to each Party's representative (the signatories of this Agreement) for

review prior to dissemination or submission of the material. Should this review indicate the need for modifications, the Parties shall make the modifications and resubmit the documents for final approval. If the Parties are still unable to reach an agreement, the Parties will develop a mutually agreed upon disclaimer to include in the public release or publication.

8.2 The Parties agree to hold confidential all protected client specific information obtained pursuant to this Cooperative Agreement, and to abide by the provisions of New York State Social Services Law; New York State Public Health Law Article 27F; New York State Mental Health Laws; New York State Public Officers Laws; and all applicable federal and state laws and regulations.

8.3 Any disclosure of HIV-related information shall have the following written statement accompany it:

"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

8.4 All provisions of this Article shall remain in full force and effect following the termination or cessation of the services required by this Cooperative Agreement.

ARTICLE 9. CIVIL RIGHTS

The Parties agree that, in the prosecution of this Agreement, they shall comply with the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 C.F.R Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 C.F.R. Parts 84 and 85.

ARTICLE 10. 80 ADM-86 REQUIREMENTS

In compliance with Administrative Directive 80 ADM-86 of the New York State Department of Social Services, the Commissioner of HRA or his/her designee may require the removal for cause of any employee who performed any work under this Cooperative Agreement, and may request the retention, reinstatement, or reassignment of any employee who performed any work under this Cooperative Agreement and who may have been removed. Any employee performing work under this Cooperative Agreement must report to the Commissioner of HRA or his/her designee and receive all assignments from the Commissioner or his/her designee. For the purposes of this article, the Commissioner of HRA has named the Commissioner of DYCD as her designee. Furthermore, all records pertaining to this Cooperative Agreement shall be available for a period of six (6) years and shall be made available for audit by NYSDSS, NYS

Audit and Control, and DHHS, and all information pertaining to this Cooperative Agreement that is exchanged between HRA and DYCD shall be considered confidential and shall be used only for the intended purposes, with measures to be taken to safeguard the confidentiality of such information to the extent required by applicable State and Federal laws and regulations.

ARTICLE 11. SUPERVISION & INPUT

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into 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 12. REPORTS

HRA shall provide any reports and documents that will enable DYCD to perform its duties under this agreement

ARTICLE 13. TERMINATION

- 13.1 Either HRA or DYCD shall have the right to terminate this Cooperative Agreement in whole or in part:
 - A. Without cause, by giving the other party thirty (30) days' prior written notice to such effect; or
 - B. Immediately, if for cause, as determined by HRA or DYCD exercising its reasonable judgment.
- 13.2 HRA shall have the right to terminate this Cooperative Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.
- 13.3 In addition, HRA shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and level of services in the event of a reduction or discontinuance of such funds by action or change of Federal, State or City government policy, law or regulation.
- 13.4 In the event of termination of this Agreement, for whatever cause, HRA will pay all costs and uncancellable obligations incurred up to and including the effective date of such termination.

13.5 If claims for reimbursement are made by HRA on behalf of DYCD pursuant to this Agreement, and such claims are disallowed, then DYCD shall assume full responsibility for the cost of such services.

ARTICLE 14. MODIFICATION

This Cooperative Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

ARTICLE 15. ENTIRE AGREEMENT

This written Cooperative 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 Cooperative Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 13th day of December 20 12, before me personally came Victor Olds, General Counsel of the New York City Department of Youth and Community Development, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

Kathleen P.H. Ferguson-Moxam
NOTARY PUBLIC

KATHLEEN P. MOXAM
(KATHLEEN PH. FERGUSON-MOXAM)
Commissioner of Deeds
City of New York No. 2-10544
Certificate Filed in New York County
Commission Expires March 1, 2013

STATE OF NEW YORK)
COUNTY OF New York) ss:

On this 13th day of December 20 11, before me personally came Vincent Pollo, to me known to be the Acco of the Human Resources Administration, and who executed the foregoing agreement, and acknowledge to me that s/he executed the foregoing as such for the purposes therein mentioned.

Bonnie R. Briggman-Robinson
NOTARY PUBLIC

BONNIE R. BRIGGMAN-ROBINSON
Commissioner of Deeds
City of New York No. 4-4617 13
Commission Expires July 01, 2013