

WAGE SUBSIDY AGREEMENT – GREEN JOB CORPS - BROWNFIELD

Employer ID # (to be filled in by HRA) _____

THIS AGREEMENT is by and between the Human Resources Administration of the City of New York, acting through the Family Independence Administration BUSINESS LINK (hereinafter "HRA" "the Department" or "the District") with offices at 348 West 34th Street/Ground Floor, New York, N.Y. 10001, and _____ (hereinafter, "the Employer"), with offices at _____ (hereinafter, "the Parties").

WITNESSETH:

WHEREAS, pursuant to section 336-f of the Social Services Law, HRA, as local social services district ("the District") may establish, by written agreement with private employers ("Employers"), training and employment assistance programs ("Programs") for the provision of on-the-job training and/or subsidized wages by such employers, supported by Temporary Assistance for Needy Families ("TANF") funds; and

WHEREAS, in accordance with such written agreements ("Agreements"), the District may assign TANF eligible and other qualifying individuals to on-the-job training and/or subsidized positions with such employers, pursuant to an approved project plan; and

WHEREAS, the District is authorized to provide for the transfer of Temporary Assistance for Needy Families ("TANF") funds to such Employers pursuant to such Agreement; and

WHEREAS, the Employer is a private sector employer within the meaning of section 336-f of the Social Services Law and is willing and able to provide a subsidized employment and training Program to certain individuals referred by HRA.

NOW THEREFORE, the Parties hereto agree as follows:

1. The term of this Wage Subsidy Agreement shall be from August 17, 2010, through November 26, 2010, with automatic one (1) year renewals thereafter, subject to annual appropriation and availability of funding, unless sooner terminated pursuant to the terms of this Agreement. If renewal does occur, the same terms and conditions contained herein and the Rate or Rates and Contract amounts as may be established by HRA shall apply.
2. The Employer agrees to hire the person (hereinafter "the Participant") named in the electronic Hire Sheet forms to be provided by HRA pursuant to paragraph B1 of Attachment 1.
3. The Employer agrees that it shall initially report to HRA all enrollment information for each Participant within two (2) weeks or fourteen (14) calendar days after each such participant's hire date by submitting to HRA a Hire Sheet for each enrollee pursuant to paragraph B1 of Attachment 1.
4. In the event the Employer is unable to provide the reports requested in item three (3) above in the electronic format requested, HRA may waive the electronic format requirement if the Employer has, in the opinion of HRA, a viable alternative reporting format and requests in writing that HRA waive its electronic reporting format requirement.

5. The Employer agrees to maintain the subsidized employment of each Participant hired for either the period of the subsidy, termination of this Agreement, or the voluntary or involuntary termination of the Participant whichever occurs first.
6. The Employer shall provide on-the-job training and/or subsidized wages to the Participant in accordance with the provisions of the annexed Attachment I, and shall provide, during the period set forth therein, all necessary instructional services, materials, equipment and supplies for employment.
7. The Employer shall accord the Participant all of the rights, privileges and benefits enjoyed by its other employees, in conformity with all applicable company/union policies and all applicable Federal and State laws.
8. The Employer agrees not to displace any currently employed worker with a Participant under this agreement.
9. The District shall reimburse the Employer on behalf of the Participant herein at the rate set forth in Attachment I.
10. The District shall reimburse the Employer upon receipt of properly certified invoices ("Invoices"), which Invoices shall include: 1) the Employer's name, address and Tax Vendor Identification Number; 2) the date of the submission; 3) the name, Social Security number, payroll period, number of hours for an equivalent full time position, number of hours worked, gross and net salary of each Participant; 4) the statement that "This Invoice is Submitted Pursuant to a Wage Subsidy Agreement with the City of New York Human Resources Administration (HRA) on Behalf of the Following Participant (s)"; and 5) the Employer's signature.
11. All invoices shall be submitted monthly ten (10) days after the end of the month for the preceding month. Invoices submitted after the time periods stated herein will be considered late and may not be paid.
12. The Employer agrees not to discriminate against any Participant or applicant for employment or on-the-job training because of actual or perceived sexual orientation, age, race, creed, color, gender, disability, marital or partnership status.
13. As to each Participant, this Agreement shall remain in effect throughout the period set forth in Attachment I, unless sooner terminated pursuant to paragraph 15 below.
14. This Agreement may be terminated by either of the Parties hereto upon written notice to the other Party ten (10) days in advance of the termination date. The Participant Agreement cited in Attachment I, pertaining to any particular Participant herein, shall be severally and automatically terminated if such Participant is voluntarily or involuntarily terminated pursuant to the Parties policies and procedures from on-the-job training before completing the Program. The Employer shall notify the District immediately if the Participant herein is terminated.

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

HUMAN RESOURCES ADMINISTRATION

Signature: _____

Title: _____

Date: _____

EMPLOYER NAME _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tax Vendor Identification Number: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Employer to complete and notarize in one of the three lower sections on this page below, as applicable.

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this _____ day of _____ 20____ before me personally came _____, known to me and known by me to be the _____ of the **DEPARTMENT OF SOCIAL SERVICES OF THE HUMAN RESOURCES ADMINISTRATION OF THE CITY OF NEW YORK**, the person described in and who executed the forgoing instrument, and acknowledged to me that s/he executed the same for the purposes therein mentioned.

NOTARY PUBLIC: _____

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this _____ day of _____ 20____ before me personally came _____, known to me and known by me to be the **individual** described in and who executed the forgoing instrument, and acknowledged to me that s/he executed the same for the purposes therein mentioned.

NOTARY PUBLIC: _____

STATE OF NEW YORK

:ss:

COUNTY OF NEW YORK)

On this ____ day of _____, 20____, before me personally came _____, known to me, who, being duly sworn by me, deposed and said that s/he resides at _____, that s/he is an officer of _____, the **partnership** described in and which executed the above instrument, and that s/he is authorized to execute said instrument on behalf of said partnership.

NOTARY PUBLIC: _____

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this _____ day of _____ 20____, before me personally came _____, known to me, who, being duly sworn by me, said that s/he resides at _____, that s/he is the _____ of _____, the **corporation** described in and which executed the above instrument; that s/he executed the same by order of the Board of Directors of said corporation.

NOTARY PUBLIC: _____

ATTACHMENT I

This Attachment I to an Agreement between the City of New York Human Resources Administration Department of Social Services, acting through FIA Business Link and _____, dated _____, contains the following supplemental provisions:

A. THE WAGE SUBSIDY AMOUNT:

1. The amount of wage subsidy to be paid hereunder shall be ____ % of Participant's gross wages. The maximum amount of hourly wage to be reimbursed by the District is fourteen dollars (\$14.00) per hour. Wages paid above this level will not be reimbursed. Wage subsidy shall cover a maximum of thirty five (35) hours per week.
2. Employer will be eligible for reimbursement of the Employer's share of FICA, Workers Compensation, State Unemployment Insurance and Disability Benefits at a rate of up to 8.9% of reimbursable salary as noted in paragraph 1 above.
3. The total amount of wage subsidy may not exceed the salary paid and any fringe benefits (noted in paragraph 2 above) paid by the Employer. The wage subsidy amount will be periodically reviewed by HRA to determine whether rate adjustments are necessary.

B. ELIGIBILITY FOR PARTICIPATION:

Wage subsidy shall be conditioned on the Employer's compliance with this section B. The Participant's first day at work (hereafter "Hire Date" or "Date of Hire"), will qualify as the employment start date ("Start Date") only if the Employer has met the requirements set forth in the below subsections B.1 and B.2.

1. Enrollment: To enroll a Participant in wage subsidy, the Employer shall submit the following information to HRA within two (2) weeks or fourteen (14) calendar days after the Participant's Hire Date, on an electronic form known as the "Hire Sheet" form to be provided by HRA:
 - a. The Participant's Full Name (First and Last)
 - b. The Date on Which Employment Began
 - c. The Job Title
 - d. The Participant's Social Security Number
 - e. The Hourly Wage
 - f. The Number of Hours for a Full Time Equivalent Position
 - g. The Number of Hours Per Week
 - h. The Date and Amount of the First Paycheck (actual or estimate)
 - i. A Participant Agreement signed by the Participant.

2. Timely Submission: If the Employer submits the Participant information required under the above subsection B.1. to HRA within fourteen (14) days after the Date of Hire, the wage subsidy Start Date shall be the Participant's Hire Date.
3. Disqualification: If the Employer submits the information required under the above subsection B.1. fifteen days (15) days or more after the Hire Date, the Employer shall be disqualified for wage subsidy as to that Participant.
4. Notice of Termination: When the wage subsidy period stated in this Attachment I ends, the Employer shall notify HRA within two (2) weeks or fourteen (14) days thereafter. The Employer shall notify the District immediately if the Participant is voluntarily or involuntarily terminated.

C. PAYMENT OF WAGE SUBSIDY:

Payment of wage subsidy herein shall be made pursuant to properly certified invoices ("Invoices") submitted by the Employer, at such times, with such frequency, and using forms designated by HRA, supported by such documentation as HRA requires, reflecting each billing period for which the Employer is requesting payment. Each Invoice shall contain the statement: "THIS INVOICE IS SUBMITTED PURSUANT TO A WAGE SUBSIDY AGREEMENT WITH THE CITY OF NEW YORK HUMAN RESOURCES ADMINISTRATION (HRA) ON BEHALF OF THE FOLLOWING PARTICIPANT (S)", and shall include the following information as to each Participant:

1. The Employer's Name
2. The Employer's Address
3. The Employer's Tax Vendor ID Number
4. The Submission Date
5. The Participant's Name
6. The Participant's Social Security Number
7. The Payroll Period
8. The Number of Hours Worked
9. The Number of Hours for a Full Time Equivalent Position
10. The Gross Salary
11. The Net Salary
12. An Authorized Service Provider or Employer Signature

All invoices shall be submitted monthly ten (10) days after the end of the month for the preceding month. Invoices submitted after the time periods stated herein will be considered late and may not be paid.

D. DURATION OF WAGE SUBSIDY

Wage Subsidy for the Participant herein shall be effective for up to a maximum of _____ weeks, subject to HRA's review and approval.

E. CONFIDENTIALITY

Employer agrees that any information provided by HRA to Employer regarding cash assistance

applicants or recipients shall be used solely by the Employer to determine the eligibility of individuals for participation in subsidized employment, a purpose directly connected with the administration of the public assistance programs in New York City. Employer's use of this information is subject to the conditions and safeguards listed below. The Employer:

- (i) shall maintain the confidential character of the information;
- (ii) shall not permit the information to be used for commercial or political purposes;
- (iii) shall use the information solely and exclusively to determine the eligibility of individuals, to participate in the subsidized employment program administered by HRA.

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