

MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN **THE NEW YORK CITY DEPARTMENT FOR THE AGING (“DFTA”), THE NEW YORK CITY COMMISSION ON HUMAN RIGHTS (THE “HOST ORGANIZATION”),** and RESERVE, INC. (“RESERVE”) (COLLECTIVELY, THE “PARTIES”).

WHEREAS, the Parties wish to act in a spirit of mutual cooperation in order to provide greater life satisfaction for New York City’s older adults, who are among the healthiest and most educated seniors in history;

WHEREAS, many talented retirees want to use their expertise for the public good, and may have difficulty finding an outlet to do so;

WHEREAS, such retirees represent an untapped resource which has the potential to be a major force in helping to tackle many of the issues that New York City faces;

WHEREAS, DFTA has procured a contract with ReServe, Inc., (“ReServe”) a vendor who will match retired professionals with New York City agencies, where the retirees will work on specific projects that will benefit from their expertise, and will assist the agencies by working on projects that may not otherwise be completed;

WHEREAS, ReServe has demonstrated expertise in placing older adults in positions of interest where they can make an impact on a variety of issues; and

WHEREAS, the Host Organization has specific projects that would be ideal for retired workers who are seeking civic engagement (“ReServists”).

NOW THEREFORE, the Parties agree as follows:

1. Term of Agreement. The term of this Agreement shall take effect on January 1, 2016 and shall terminate on December 31, 2016, unless extended in writing or terminated earlier as set forth herein. This Agreement may be renewed annually in writing upon the mutual consent of the Parties provided that DFTA has renewed its contract with ReServe.
2. Positions: Volunteer Descriptions. The Host Organization shall work with ReServe to identify suitable part time, project-based positions with an estimated time for completion for qualified older adults. Such positions shall be for no more than fifteen (15) hours per week and shall offer a stipend of up to \$10.00 per hour. The positions will be summarized in project descriptions to be agreed upon by ReServe and the Host Organization. The project descriptions shall set forth the duties required, the expected number of hours, the estimated time to complete the project, the skills needed, and the stipend per hour. Reserve will share all project description with DFTA.

3. Placement Procedures. ReServe shall recruit, identify, interview and screen candidates for such positions. ReServe shall then recommend a candidate(s) to the Host Organization for placement. The Host Organization shall interview and either accept or reject such candidate for placement. If the Host Organization accepts the candidate for placement, ReServe shall extend the Host Organization's offer to the individual, whereupon ReServe will conduct an orientation for the accepted ReServist. The Host Organization shall determine the start date for the ReServist.
4. Ongoing Communication. The Host Organization shall communicate to ReServe the ReServist's start date, as well as when the project is completed or whether the ReServist has left the placement prematurely. The Host Organization shall communicate regularly with ReServe concerning the ReServist's performance, the success of the placement/match, and any other relevant placement details. At least 30 days prior to the estimated time for a project's completion, ReServe will contact the Host Organization to confirm the completion date. If additional time is required, the Host Organization will communicate the new completion date. ReServe shall timely communicate to DFTA the name of each ReServist who is placed at a Host Organization, as well as the name of each ReServist who completes an assigned project or who leaves the placement prematurely.
5. Follow-up: Evaluation. The Host Organization shall permit ReServe's and DFTA's designated representatives, upon reasonable advance notice, to visit the Host Organization or the ReServist's placement location for site visits to ensure the success of the ReServe placements. The Host Organization shall timely complete ReServe's exit interview upon the ReServist's exit from the Host Organization.
6. Payment. The Host Organization will ensure that each ReServist submits weekly timesheets to his/her supervisor, and once approved, the Host Organization will forward the timesheets to ReServe. ReServe and/or its designee will handle all payroll processing, including withholding and payment of all taxes.
7. Billing. ReServe and/or its designee will invoice DFTA for the cost of the ReServist at \$15.00 per hour (includes stipend, mandatory fringe benefits and administration costs) for up to fifteen (15) hour per week. This rate covers the stipend, mandatory fringe benefits, and an administrative fee. Should the Host Organization require a background check and/or fingerprinting (or any other required screening) of Reservists prior to placement such additional costs are to be paid for directly by the Host Organization. The invoice will be due within 30 days of receipt by DFTA. DFTA will then promptly submit an invoice to the Host Organization detailing the full amount DFTA pays to ReServe on behalf of the Host Organization for each ReServist. The Host Organization shall timely submit payment to DFTA based on the invoice(s). DFTA and the Host Organization will set up Fiscal Management System ("FMS") code(s), and

continue to work collaboratively on all invoicing and payment issues, to effectuate the timely payment of each DFTA invoice.

8. Consent. Each of the Parties hereby consents to the mention of its name in materials to inform the public of ReServe's mission and to interest older adults in ReServist work opportunities.
9. Confidentiality.
  - a. All public releases and publications that contain confidential and/or protected information obtained pursuant to this MOU, 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 MOU) 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.
  - b. The Parties agree to hold confidential all protected client specific information obtained pursuant to this MOU, and to abide by the provisions of New York State Social Services; New York State Public Health Law Article 27F; New York State Mental Health Laws; New York State Privacy and Public Officers Laws; and all applicable federal and state laws and regulations.
  - c. The provisions of this Section 9 shall remain in full force and effect following termination of this MOU.
10. Termination.
  - a. This Agreement may be terminated by any party upon thirty days written notice to the other parties, or immediately by consent of all parties. ReServe shall not make any claim for damages resulting from the termination of this Agreement.
  - b. If the Host Organization believes it is in its best interest to terminate a particular Reservist, the Host Organization may terminate such Reservist's placement upon 48 hours written notice. The Host Organization agrees to consult with ReServe during such time.
11. Modifications. This Agreement may be modified and amended only by mutual agreement of the parties in writing, and any such modification or amendments shall be attached and become a part of this Agreement as if set forth herein.

12. 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.



9/23/16

Name: Kim Hernandez  
Title: Assistant Commissioner/EEO Officer  
New York City Department for the Aging

Date



Name: Melissa S. Woods  
Title: First Deputy Commissioner and General Counsel  
New York City Commission on Human Rights

Date 9-8-16



9/16/16

Name: Laura Traynor  
Title: Director, ReServe New York  
ReServe, Inc.

Date