

**FIRST AMENDMENT OF A
MEMORANDUM OF UNDERSTANDING**

BETWEEN

THE NEW YORK CITY OFFICE OF TECHNOLOGY AND INNOVATION

AND

THE CITY OF NEW YORK DEPARTMENT FOR THE AGING

**REGARDING
THE CONNECTED COMMUNITIES PROGRAM**

THIS IS A FIRST AMENDMENT (“First Amendment”), effective as of July 1, 2022 to the Memorandum of Understanding (“**MOU**”) having an effective date of July 1, 2020 between the New York City Office of Technology and Innovation through the Department of Information Technology and Telecommunications (“**OTI**”), having its principal office located at 2 MetroTech Center, Brooklyn, New York 11201, and the City of New York Department for the Aging (“**DFTA**”) having an office at 2 Lafayette Street, New York, NY 10007. OTI and DFTA are individually referred to as a “**Party**” and collectively referred to as “the **Parties**.” This First Amendment is made pursuant to Section 10.4 of the MOU and does not replace the MOU.

BACKGROUND

WHEREAS, OTI and DFTA determined that the implementation of the NYC Connected Communities program supports the availability of public computer centers that are equipped to provide the resources, support, and programming required for all New Yorkers to use the internet safely and equitably; and,

WHEREAS, OTI and DFTA entered into a MOU with an effective date of July 1, 2020 through which OTI transferred funds to DFTA to implement its portion of the NYC Connected Communities program via a subcontract with Older Adults Technology Services (“OATS”) (hereinafter “**the MOU**” and annexed hereto as “**Appendix D-1**”); and,

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

1. Following the issuance of Mayoral Executive Order No. 3, dated January 19, 2022, the Department of Information Technology and Telecommunications (“DoITT”) and the Mayor’s Office of the Chief Technology Officer (“MOCTO”), amongst other Mayoral Offices, merged under the auspices of OTI. Accordingly, any references to “DoITT,”

“MOCTO,” or “DoITT/MOCTO” within the MOU will be amended to “OTI.”

2. Appendix A of the MOU is amended as follows:

Appendix A of the MOU is removed, discontinued, and replaced with the **FY23-25 Scope of Work** annexed hereto as “**Appendix A-1.**” Any references to “Appendix A” in the MOU shall accordingly be amended to “Appendix A-1.”

3. Appendix B of the MOU is amended as follows:

Appendix B of the MOU is removed, discontinued, and replaced with the **FY23-25 Program Budget** annexed hereto as “**Appendix B-1.**” Any references to “Appendix B” in the MOU shall accordingly be amended to “Appendix B-1.”

4. Appendix C of the MOU is amended as follows:

Appendix C of the MOU is removed, discontinued, and replaced with the **FY23-25 Performance Reporting Template** annexed hereto as “**Appendix C-1.**” Any references to “Appendix C” in the MOU shall accordingly be amended to “Appendix C-1.”

5. Article 1 of the MOU entitled “TERM” is amended to reflect the following language:

This MOU is effective as of July 1, 2022 (FY23) and subject to the appropriation and availability of funds will remain in effect through June 30, 2025 unless terminated in accordance with Article 6 “TERMINATION.”

6. Article 2, sections 2.1.2(A-F) of the MOU entitled “RESPONSIBILITIES” is amended to reflect the following language:

2.1.2 DFTA shall:

A. Implement the Program as outlined in Appendices A-1, B-1, and this section 2.1.2. DFTA shall also meet the performance targets set forth in Appendix C-1.

1. DFTA’s program for FY23 to FY25 will include the following components:

- Improve senior’s access to the Internet
- Support purchase or repair of necessary computer hardware
- Ensure that related and appropriate computer software is available
- Provide seniors with targeted training in computer skills
- Conduct a needs assessment of any sites new to the Program throughout the Term

2. Training

- Through a partnership with OATS, DFTA will deliver:

- A range of engaging and age-appropriate technology training programs (in-person and online) that will encourage seniors to engage with technology, connect to other people, participate in events in the larger community, and research information on health and other meaningful issues of concern.
- Annually no fewer than 990 hours of in-person training to participants from the PCC sites in DFTA senior centers, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025. Virtual program delivery at PCC sites must receive approval from DFTA.
- Annually no fewer than 1,410 hours of in-person and virtual training to participants of Senior Planet Exploration Center, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025.
- A range of engaging and age-appropriate program trainings at Senior Planet Exploration Center (both in-person and online) and at the 22 DFTA senior centers (in-person, unless virtual is approved by DFTA), with a target of 80,060 participations per fiscal year, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025.
- No fewer than 20 in-person program sessions at each PCC site, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025.

3. Technology

- Through a partnership with OATS, DFTA will ensure that:
 - Software on each PCC computer is up to date by providing remote monitoring.
 - Each PCC computer is adequately protected with antivirus software.
 - The status of hardware and software at the PCCs is monitored, and repairs, replacements, or upgrades are identified when needed.
 - Within parameters of the approved budget, DFTA will ensure that equipment/hardware at the PCC sites is maintained, repaired, replaced or upgraded as necessary to sustain operations at levels that meet the needs in the PCC community, or at minimum that are consistent with the goals specified in this agreement.

4. Connectivity

- Through a partnership with OATS, DFTA will continue paying broadband connectivity bills at PCC sites determined by DFTA and will work to equip

new sites with broadband connections throughout the Term where appropriate.

- Through a partnership with OATS, DFTA will manage the sites' accounts with relevant Internet Service Providers (ISP), including timely payment of fees.

5. Capacity Building

- Through a partnership with OATS, DFTA will:
 - Work with senior center staff to maximize usage through best practices in managing the PCC, effective tactics to maximize enrollment in trainings and usage of open lab hours, and strategies for using the PCC as an asset to improve the independence, dignity, and quality of life for the seniors who use it.
 - Perform outreach to ensure senior center staff at all PCC sites in DFTA senior centers are notified of ongoing Capacity Building trainings hosted by OATS.
 - On a quarterly basis, perform a needs assessment of all PCC sites to identify any barriers to promoting or hosting in-person and virtual programs, which will inform direct assistance and support.
 - On a quarterly basis, provide capacity building sessions to support senior center site staff, which will include advising on best practices for in-person and virtual program delivery and troubleshooting any program barriers.
 - Ensure its tech assistance resources for seniors are disseminated by senior center staff at the PCC sites, which include the tech assistance hotline, weekly virtual program opportunities, handouts, and online tutorials.

6. Senior Planet Website

- DFTA will engage vendor to maintain a Senior Planet website to function as an online community for seniors, replete with virtual program opportunities, resources, and more.
- The Senior Planet website will offer at least one original article per month related to technology for seniors.
- The Senior Planet website will offer a monthly calendar of events of general interest to seniors.

7. Support:

- DFTA will provide a range of age-appropriate program opportunities for seniors originating from each of the 22 PCCs and the Senior Planet Exploration Center on a weekly basis, consisting of a minimum of 5 discrete offerings per week.

- DFTA will work with the subcontractor and site representatives from each of the 22 PCC sites at senior center and the Senior Planet Exploration Center to provide telephonic support to seniors, which will include 1:1 tech support, social connection, and resource dissemination.

8. Senior Planet Exploration Center

- Through a partnership with OATS, DFTA will continue to operate the Senior Planet Exploration Center (SPEC) as a state-of-the-art presentation space where seniors can explore emerging technologies, receive training, and receive technical support.
- Through a partnership with OATS, DFTA will provide trainings at the SPEC as specified above and offer special virtual training opportunities marketed directly to SPEC participants on a weekly basis.

9. Outreach to DFTA Senior Centers

- DFTA will encourage seniors attending senior centers that are not PCC sites to make use of virtual trainings and to identify local options for accessing technology and broadband services.
- DFTA will encourage seniors attending senior centers that are not PCC sites to visit virtual Senior Planet programs hosted on www.seniorplanet.org.

10. Reporting

- DFTA will provide further reporting on a regular or ad-hoc basis.

11. Implementation will take place at senior centers, many of which serve multicultural populations in low-income neighborhoods and represent one of very few public computer centers in surrounding areas.

12. DFTA has identified twenty-three (23) locations and five (5) alternate sites to serve as PCC sites for the Program. The 23 locations are: The Senior Planet Exploration Center, A.P. Randolph Senior Center, Beatrice Lewis Senior Center, Brookdale (JASA) Senior Center, Bronxworks Morris Innovative Senior Center, Cassidy Coles Senior Center, Corsi House Senior Center, Elmhurst Jackson Heights Senior Center, Frederick Samuel Senior Center, Heights Senior Center, Jackie Robinson Senior Center, JCC of Staten Island ISC, PSS Andrew Jackson Senior Center, Quincy Senior Residence, RAIN Parkchester, Ridgewood Bushwick Senior Center, Sage ISC, SelfHelp Innovative Senior Center, SNAP ISC, Stuyvesant Heights Senior Center, Tompkins Park Senior Center, William Hodson Senior Center, and YM/YWHA Innovative Senior Center. The 5 alternate sites are: Concourse Plaza Wellness Senior Center, Mitchell Senior Center, Neighborhood Shopp Innovative Senior Center, Senior Alliance Senior Center, and Vandalia Senior Center.

- Based on the outcome of the Older Adult Center Request for Proposal (RFP) or other factors, DFTA may remove or add locations, subject to OTI's written approval in advance, and provided proposed sites align with broader program goals. OTI's approval shall not be unreasonably withheld.

13. Should the program continue beyond FY25, DFTA will work with OTI one year prior to the beginning of FY25 to outline program components and budget for any ongoing work.

B. Use the DFTA Funds in compliance with Appendix B-1 and with the terms of this MOU.

C. Submit any requests to modify any of the Appendices (A-1, B-1 or C-1) to OTI for approval at least 30 days prior to the requested change taking effect.

D. Contract with and distribute DFTA Funds to subcontractors in accordance with the Program budget and Article 9 of the MOU. All contracts must comply with OTI's vendor policies found at the following link:
<https://www1.nyc.gov/site/doitt/business/vendor-info.page>.

E. Provide OTI with data to enable OTI to complete quarterly financial tracking and performance measurement, and to facilitate an annual strategy refresh to ensure alignment with citywide goals and standards. OTI shall provide DFTA with templates for the submission of this data within ten days of the Effective Date. DFTA shall provide OTI the financial and performance reporting templates with data inputted by thirty days after the end of each fiscal quarter. DFTA shall provide OTI with system-wide inventory data by September 30th of each year within the Term. OTI may provide updated templates at any point during the Term; DFTA shall use these updated templates for the quarter, month or year following the month, quarter or year in which DFTA receives the updated template.

F. Work with OTI to ensure the Program aligns with broader citywide goals and to explore the possibilities of partnerships that further the goals of the Program.

All other terms in Article 2 remain unchanged and in full force and effect.

7. Article 3, section 3.1 of the MOU entitled "Strategic Management Processes" is amended as follows:

OTI: Aaron Meyerson
ameyerson@cto.nyc.gov

Deputy CTO, Broadband
Office of Technology & Innovation
2 MetroTech Center, P1 Level Mailroom
Brooklyn, NY 11201

All other terms in Article 3, section 3.1 remain unchanged and in full force and effect.

8. Article 4, section 4.3 of the MOU entitled “TERMS OF PAYMENT” is amended as follows:

DPR shall submit invoices to:

Aaron Meyerson
ameyerson@cto.nyc.gov
Deputy CTO, Broadband
Office of Technology & Innovation
2 MetroTech Center, P1 Level Mailroom
Brooklyn, NY 11201

All other terms within Article 4, section 4.3 remain unchanged and in full force and effect.

9. Article 7, section 7.1 of the MOU entitled “NOTICES” is amended as follows:

7.1 With the exception of invoices required to be submitted in accordance with Section 4.3 above, any notice or other communication, including a change of address or of the identified person to be notified, given under this MOU to a Party must be in writing. Notices may be sent by email to the designated email address below, or, by hand by Certified or Registered Mail, Return Receipt Requested, or by Airborne, Federal Express or other reliable overnight delivery service that provides a receipt to the sender, to the attention of the Parties at the respective addresses set forth below:

To OTI:

Aaron Meyerson
ameyerson@oti.nyc.gov
Deputy CTO, Broadband
Office of Technology & Innovation
2 MetroTech Center, P1 Level Mailroom
Brooklyn, NY 11201

With a copy to:

Office of the General Counsel
legalservices@oti.nyc.gov
Office of Technology and Innovation
2 MetroTech Center, P1 Level Mailroom
Brooklyn, NY 11201

To DFTA:

With a copy to:

Penney Vachirapapun
pvachirapapun@aging.nyc.gov
General Counsel
NYC Department for the Aging
2 Lafayette Street, 7th Floor
New York, NY 10007

All other terms in Article 7 remain unchanged and in full force and effect.

10. Except as expressly modified herein, all other terms and provisions of the MOU remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment by their duly authorized representatives on the dates appearing below their respective signatures.

**CITY OF NEW YORK
DEPARTMENT FOR THE AGING**

BY: Penney Vachiraprapun

NAME: Penney Vachiraprapun

TITLE: General Counsel

DATE: 8/26/2022

**NEW YORK CITY OFFICE OF
TECHNOLOGY AND INNOVATION**

BY: Chantal Senatus

NAME: Chantal Senatus

TITLE: Acting General Counsel

DATE: 9/23/2022

APPENDIX A-1
(DFTA-OATS FY23-25 Scope of Work)

SCOPE OF WORK AND BUDGET- APPENDIX B OLDER ADULTS TECHNOLOGY SERVICES, INC.

Older Adults Technology Services (OATS) shall provide services to the New York City Department for the Aging (DFTA) in order to promote digital literacy and Internet access among older New Yorkers. In partnership with DFTA and the New York City Department of Information Technology and Telecommunications (DoITT) OATS will offer seniors greater access to technology through maintaining Public Computer Centers (PCCs), operating the Senior Planet Exploration Center, providing training (virtual and in-person), and offering an online community.

Deliverables to be provided:

Training

- OATS will deliver a range of engaging and age-appropriate technology training programs (in-person and online) that will encourage seniors to engage with technology, connect to other people, participate in events in the larger community, and research information on health and other meaningful issues of concern.
- OATS will provide annually no fewer than 990 hours of in-person training to participants from the PCC sites in DFTA senior centers, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025. *Virtual program delivery at PCC sites must receive approval from DFTA.*
- OATS will provide annually no fewer than 1,410 hours of in-person and virtual training to participants of Senior Planet Exploration Center, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025.
- OATS will deliver a range of engaging and age-appropriate program trainings at Senior Planet Exploration Center (both in-person and online) and at the 22 DFTA senior centers (in-person, unless virtual is approved by DFTA), with a target of 80,060 participations per fiscal year, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025.
- OATS will provide no fewer than 20 in-person program sessions at each PCC site, beginning in Fiscal Year 2023 and continuing through Fiscal Year 2025.

Technology

- OATS will ensure that software on each PCC computer is up to date by providing in-person or remote monitoring, depending on the severity of technological needs.
- OATS will ensure that each PCC computer is adequately protected with antivirus software.
- OATS will monitor the status of hardware and software at the PCCs and notify DFTA whenever repairs, replacements, or upgrades are needed.
- Within parameters of the approved budget, OATS will ensure that equipment/hardware at the PCC sites is maintained, repaired, replaced, or upgraded as necessary to sustain operations at levels that meet the needs in the PCC community, or at minimum that are consistent with the goals specified in this agreement.

Connectivity

- OATS will continue paying broadband connectivity bills at 5 PCC sites determined by DFTA in FY23, FY24, and FY25.
- OATS will manage the sites' accounts with relevant Internet Service Providers (ISP), including timely payment of fees.

Capacity Building

- In collaboration with DFTA, OATS will work with senior center staff to maximize usage through best practices in managing the PCC, effective tactics to maximize enrollment in trainings and usage of open

lab hours, and strategies for using the PCC as an asset to improve the independence, dignity, and quality of life for the seniors who use it.

- OATS will perform outreach to ensure senior center staff at all PCC sites in DFTA senior centers are notified of ongoing Capacity Building trainings hosted by OATS.
- Each quarter OATS will perform a needs assessment of all PCC sites to identify any barriers to promoting or hosting in-person and virtual programs, which will inform direct assistance and support.
- OATS will provide quarterly capacity building sessions to support senior center site staff, which will include advising on best practices for in-person and virtual program delivery and troubleshooting any program barriers.
- OATS will ensure its tech assistance resources for seniors are disseminated by senior center staff at the PCC sites, which include the tech assistance hotline, weekly virtual program opportunities, handouts, and online tutorials.

Senior Planet website

- OATS will maintain a Senior Planet website to function as an online community for seniors, replete with virtual program opportunities, resources, and more.
- The Senior Planet website will offer at least one original article per month related to technology for seniors.
- The Senior Planet website will offer a monthly calendar of events of general interest to seniors.

Senior Planet Exploration Center

- OATS will continue to operate the Senior Planet Exploration Center (SPEC) as a state-of-the-art presentation space where seniors can explore emerging technologies, receive training, and receive technical support.
- OATS will provide trainings at the SPEC as specified above and offer special virtual training opportunities marketed directly to SPEC participants on a weekly basis

Outreach to DFTA senior centers

- OATS will encourage seniors in DFTA senior centers that are not PCC sites to visit virtual Senior Planet programs hosted on www.seniorplanet.org

Reporting

- OATS will provide further reporting on a monthly basis.

BUDGET FOR SCOPE OF WORK

	FY23	FY24	FY25
OATS	\$740,140.00	\$740,140.00	\$740,140.00

APPENDIX B-1
(FY23-25 Program Budget)

FY23

DFTA DETAILED BUDGET - Conn Comm FY23				
OTI/DFTA Budget per MOU				
Partner	Partner Category	Line Item Description	FY23 Cost	TOTAL COST
DFTA	Professional Services	Management, Administration, Training and Tech support staffing	\$ 446,137.46	
		Volunteer stipends	\$ -	
		Training consultants	\$ -	
		Technical Support (DFTA consult)	\$ -	
	Equipment/Other	Connectivity	\$ 17,500.00	
		Prof Services	\$ -	
		Printing	\$ 10,000.00	
		Upgrades/Repairs	\$ 100,000.00	
		Supplies	\$ 2,000.00	
		Space Cost	\$ 152,002.54	
		Postage	\$ 1,300.00	
		Marketing	\$ 1,200.00	
		Software	\$ 10,000.00	
		DFTA SUBTOTALS	\$ 740,140.00	

OATS CONN COMM BUDGET PROPOSAL FOR FY23 - OTPS		
TYPE OF EXPENSE	DESCRIPTION	TOTAL COST
Connectivity	Connectivity-Internet Costs	\$17,500
Printing	Course books	\$10,000
Upgrades/Repairs	Equipment-Computer and equipment upgrades	\$100,000
Supplies		\$2,000
Space Cost	Rent, Utilities	\$152,003
Postage		\$1,300
Marketing		\$1,200
Software		\$10,000
OTPS Subtotal		\$294,003

Conn Comm FY 23 (Personnel)													
Title	Name	FTEs	Hours per day	Days per year	Hours worked per year	Annualized Salary	Estimated Actual Cost	% on this Project	Net Proj Salary Cost	Fringe Rate	Est. Annual Cost	% on this Project	Net Project Fringe Cost
Technology Specialist	Peter Brown	0.20	8.00	250.00	2,080.00	75,000.00	75,000.00	20%	15,000.00	20.0%	15,000.00	20%	3,000.00
Program Manager	Marco Digirolomo	0.50	8.00	250.00	2,080.00	80,000.00	80,000.00	60%	48,000.00	20.0%	16,000.00	60%	9,600.00
Director of Program Ops	Alex Glazebrook	0.10	8.00	250.00	2,080.00	153,180.00	153,180.00	15%	22,977.00	20.0%	30,636.00	15%	4,595.40
Associate Director of Curriculum	Kim Ziegler	0.10	8.00	250.00	2,080.00	90,000.00	90,000.00	10%	9,000.00	20.0%	18,000.00	10%	1,800.00
Program Manager	Luis Taveras	0.50	8.00	250.00	2,080.00	65,000.00	65,000.00	55%	35,750.00	20.0%	13,000.00	55%	7,150.00
Fred Celestine	Tech Support (Lab Installation & repairs)	0.50	4.00	125.00	1,040.00	Hourly	41,600.00	100%	41,600.00	0.0%	-	100%	-
Trainer	Trainers-Various	1.00				Hourly	225,000.00	100%	225,000.00	10%	22,500.00	100%	22,500.00
Subtotal Contractual Svcs									-				
									397,327.00				48,810.46

FY24

DFTA DETAILED BUDGET - Conn Comm FY24				
OTI/DFTA Budget per MOU				
Partner	Partner Category	Line Item Description	FY24 Cost	TOTAL COST
DFTA	Professional Services	Management, Administration, Training and Tech support staffing	\$ 448,962.36	
		Volunteer stipends	\$ -	
		Training consultants	\$ -	
	Equipment/Other	Technical Support (DFTA consult)	\$ -	
		Connectivity	\$ 17,500.00	
		Prof Services	\$ -	
		Printing	\$ 5,000.00	
		Upgrades/Repairs	\$ 100,000.00	
		Supplies	\$ 1,000.00	
		Space Cost	\$ 155,677.64	
		Postage	\$ 1,000.00	
		Marketing	\$ 1,000.00	
		Software	\$ 10,000.00	
		DFTA SUBTOTALS	\$ 740,140.00	

**OATS CONN COMM BUDGET PROPOSAL FOR
FY24 - OTPS**

TYPE OF EXPENSE	DESCRIPTION	TOTAL COST
Connectivity	Connectivity-Internet Costs	\$17,500
Printing	Course books	\$5,000
Upgrades/Repairs	Equipment-Computer and equipment upgrades	\$100,000
Supplies		\$1,000
Space Cost	Rent, Utilities	\$155,678
Postage		\$1,000
Marketing		\$1,000
Software		\$10,000
OTPS Subtotal		\$291,178

Conn Comm FY 24 (Personnel)													
Title	Name	FTEs	Hours per day	Days per year	Hours worked per year	Annualized Salary	Estimated Actual Cost	% on this Project	Net Proj Salary Cost	Fringe Rate	Est. Annual Cost	% on this Project	Net Project Fringe Cost
Technology Specialist	Peter Brown	0.20	8.00	250.00	2,080.00	77,250.00	77,250.00	20%	15,450.00	20.0%	15,450.00	20%	3,090.00
Program Manager	Marco Digirolomo	0.50	8.00	250.00	2,080.00	82,400.00	82,400.00	60%	49,440.00	20.0%	16,480.00	60%	9,888.00
Director of Program Ops	Alex Glazebrook	0.10	8.00	250.00	2,080.00	157,775.40	157,775.40	15%	23,666.31	20.0%	31,555.08	15%	4,733.26
Associate Director of Curriculum	Kim Ziegler	0.10	8.00	250.00	2,080.00	92,700.00	92,700.00	10%	9,270.00	20.0%	18,540.00	10%	1,854.00
Program Manager	Luis Taveras	0.50	8.00	250.00	2,080.00	66,950.00	66,950.00	55%	36,822.50	20.0%	13,390.00	55%	7,364.50
Fred Celestine	Tech Support (Lab Installation & repairs)	0.50	4.00	125.00	1,040.00	Hourly	41,600.00	100%	41,600.00	0.0%	-	100%	-
Trainer	Trainers-Various	1.00				Hourly	225,000.00	100%	225,000.00	10%	22,500.00	100%	22,500.00
Subtotal Contractual Svcs									-				
									401,248.81				47,713.55

FY25

DFTA DETAILED BUDGET - Conn Comm FY25

OTI/DFTA Budget per MOU

Partner	Partner Category	Line Item Description	FY24 Cost	TOTAL COST
DFTA	Professional Services	Management, Administration, Training and Tech support staffing	\$ 444,195.40	
		Volunteer stipends	\$ -	
		Training consultants	\$ -	
	Equipment/Other	Technical Support (DFTA consult)	\$ -	
		Connectivity	\$ 17,500.00	
		Prof Services	\$ -	
		Printing	\$ 6,000.00	
		Upgrades/Repairs	\$ 100,000.00	
		Supplies	\$ 1,000.00	
		Space Cost	\$ 159,444.60	
		Postage	\$ 1,000.00	
		Marketing	\$ 1,000.00	
		Software	\$ 10,000.00	
		DFTA SUBTOTALS	\$ 740,140.00	

OATS CONN COMM BUDGET PROPOSAL FOR FY25 - OTPS

TYPE OF EXPENSE	DESCRIPTION	TOTAL COST
Connectivity	Connectivity-Internet Costs	\$ 17,500
Printing	Course books	\$ 6,000
Upgrades/Repairs	Equipment-Computer and equipment upgrades	\$ 100,000
Supplies		\$ 1,000
Space Cost	Rent, Utilities	\$ 159,445
Postage		\$ 1,000
Marketing		\$ 1,000
Software		\$ 10,000
OTPS Subtotal		\$ 295,945

Conn Comm FY 25 (Personnel)													
Title	Name	FTEs	Hours per day	Days per year	Hours worked per year	Annualized Salary	Estimated Actual Cost	% on this Project	Net Proj Salary Cost	Fringe Rate	Est. Annual Cost	% on this Project	Net Project Fringe Cost
Technology Specialist	Peter Brown	0.20	8.00	250.00	2,080.00	79,500.00	79,500.00	20%	15,900.00	20.0%	15,900.00	20%	3,180.00
Program Manager	Marco Digirolomo	0.50	8.00	250.00	2,080.00	84,800.00	84,800.00	60%	50,880.00	20.0%	16,960.00	60%	10,176.00
Director of Program Ops	Alex Glazebrook	0.10	8.00	250.00	2,080.00	162,370.80	162,370.80	10%	16,237.08	20.0%	32,474.16	10%	3,247.42
Associate Director of Curriculum	Kim Ziegler	0.10	8.00	250.00	2,080.00	95,400.00	95,400.00	10%	9,540.00	20.0%	19,080.00	10%	1,908.00
Program Manager	Luis Taveras	0.50	8.00	250.00	2,080.00	68,900.00	68,900.00	55%	37,895.00	20.0%	13,780.00	55%	7,579.00
Fred Celestine	Tech Support (Lab Installation & repairs)	0.50	4.00	125.00	1,040.00	Hourly	41,600.00	100%	41,600.00	0.0%	-	100%	-
Trainer	Trainers-Various	1.00				Hourly	225,000.00	100%	225,000.00	10%	22,500.00	100%	22,500.00
Subtotal Contractual Svcs									-				
									397,052.08				47,143.32

APPENDIX C-1
(FY23-25 Performance Reporting Template)

Quantitative

FY23-25 NYC Connected Communities - Quarterly Performance Tracking Template							
Partner:							
Quarter:							
Program Delivery (as relevant)	# Q1	# Q2	# Q3	# Q4	# FY to date (cumulative)	FY Target	% of FY Target Met
Centers operated							#DIV/0!
Centers improved							#DIV/0!
Centers with added/updated wireline connectivity							#DIV/0!
Centers with added/updated Wi-Fi connectivity							#DIV/0!
Workstations added							#DIV/0!
Workstations replaced							#DIV/0!
Workstations with capacity upgrades (other)							#DIV/0!
Supplemental equipment added							#DIV/0!
Supplemental equipment replaced							#DIV/0!
Staff added (FTEs)							#DIV/0!
Staff maintained (FTEs)							#DIV/0!
Staff training hours delivered							#DIV/0!
Patron training hours delivered							#DIV/0!
# of devices available for loan							#DIV/0!
# of centers with added disability access resources							#DIV/0!
# of centers with added language access resources							#DIV/0!
# of residents targeted with outreach efforts							#DIV/0!

Impact (as relevant)	Center name	Center name	Center name	Center name	Center name	Total
# of user sessions						
# of users						
# of training hours attended						
# of training attendees						
# of staff training hours attended						
# of staff trained						
# of devices loaned						
# of days devices out for loan						

Qualitative

<p>Please describe any policy changes you have made this quarter that impact these centers.</p>	
<p>Please describe any challenges faced this quarter, including any areas where MOCTO support would be helpful.</p>	
<p>Please describe any best practices/lessons learned this quarter that might be helpful for MOCTO's planning efforts, or to other organizations' operations.</p>	

APPENDIX D-1
(The MOU, effective July 1, 2020)

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CITY OF NEW YORK DEPARTMENT OF INFORMATION
TECHNOLOGY AND TELECOMMUNICATIONS**

AND

THE CITY OF NEW YORK DEPARTMENT FOR THE AGING

MEMORANDUM OF UNDERSTANDING (“MOU”), effective as of July 1, 2020, between the City of New York (“**City**”), a New York municipal corporation, and the Mayor’s Office of the Chief Technology Officer, by and through the New York City Department of Information Technology and Telecommunications with offices at 15 Metrotech Center, Brooklyn, New York, 11201 (“**DOITT/MOCTO**”), and City of New York Department for the Aging, (“**DFTA**”), having an office at 2 Lafayette Street, New York, NY 10007 (collectively, the “**Parties**,” and individually, a “**Party**”).

BACKGROUND

DOITT/MOCTO views access to the internet as essential for full participation in our city economy and aims to ensure every New Yorker has a world-class connection-and is able to benefit from that access. DOITT/MOCTO has been allocated funding to support these goals. DFTA’s mission is to work for the empowerment, independence, dignity and quality of life of New York City’s diverse older adults and for the support of their families through advocacy, education and the coordination and delivery of services. The agency is in a unique position to improve the access senior citizens have to the internet, given its support of, and relationship to, senior citizen centers in local communities. DOITT/MOCTO and DFTA have determined that the implementation of the NYC Connected Communities program supports the availability of public computer centers that are equipped to provide the resources, support and programming required for all New Yorkers to use the internet safely and equitably.

PURPOSE

This MOU allows DOITT/MOCTO to transfer to DFTA funds up to the amount specified in the attached program budget to implement its portion of the NYC Connected Communities program and for DFTA to transfer funds to vendors that will help DFTA implement the program.

ARTICLE 1. TERM

This MOU is effective as of July 1, 2020, and, subject to the appropriation and availability of funds will remain in effect for two (2) years unless properly terminated in accordance with Article 6. Subject to the appropriation and availability of funds, this MOU may be renewed for additional two (2) year terms upon written agreement by the parties.

ARTICLE 2. RESPONSIBILITIES

The Parties shall perform the tasks as set forth below. The Parties developed a detailed project plan (“**Project Plan**”) that will drive the deliverable schedule for the duration of the NYC Connected Communities program (“**the Program**”). The Project Plan is hereby incorporated into the MOU as **Appendix A**. The Parties additionally developed performance targets (“**Performance Targets**”) that establish performance expectations for the duration of the Program. The Performance Targets are hereby incorporated into the MOU as **Appendix C**.

2.1.1 DOITT/MOCTO shall:

A. Act as lead agency in administering the Program, including:

1. Distributing the funds set forth in the Program budget (“**DFTA Funds**”), attached hereto as **Appendix B** to the MOU and hereby made a part of this MOU;
2. Determining Program objectives in accordance with citywide strategy, and setting Program priorities across partners;
3. Determining and approving revisions to the Program budget —DOITT/MOCTO shall provide approval or disapproval on submitted budget revisions within 30 days of submission;
4. Leading the quarterly tracking of Program expenditures for DFTA and all DFTA subcontractors, with submissions due 30 days after the end of each quarter;
5. Determining reporting requirements and leading all a) performance measurement activities, including quarterly performance reporting, due 30 days after the end of each quarter, and b) annual strategy refresh activities, with data due by September 30th of each year within the Term.

2.1.2 DFTA shall:

- A. Implement the Program as outlined in **Appendices A** and **B**. DFTA shall also abide by the performance targets, which are set forth in **Appendix C**.

1. DFTA’s program for FY21 to FY22 will offer seniors greater access to technology through maintaining Public Computer Centers (PCCs), operating the Senior Planet Exploration Center, providing training (virtual and in-person), and offering an online community. DFTA’s FY21 to FY22 program will also include the following components:

- Improve seniors’ access to the internet
- Ensure that related and appropriate computer software is available
- Provide seniors with targeted training in computer skills
- Conduct a needs assessment of five sites new to the Program in FY22: Vandalia SC, Mitchell SC, Concourse Plaza Wellness SC, Neighborhood Shopp ISC, and Senior Alliance SC

2. Training:

- DFTA will deliver a range of engaging and age-appropriate technology training programs (in-person and online) that will encourage seniors to engage with technology, connect to other people, participate in events in the larger community, and research information on health and other meaningful issues of concern.
- DFTA will provide annually no fewer than 1,150 hours of training to participants from the 22 SC (Senior Center) sites + Senior Planets in DFTA senior centers (both in-person and online) in each Fiscal Year of the program.

- DFTA will provide annually no fewer than 1,228 hours of training to Senior Planet Exploration Center participants (both in-person and online), in each Fiscal Year of the program.
- DFTA will conduct outreach and work with senior centers to recruit seniors for trainings (both in-person and online), with a target of 8,280 seniors from the 22 DFTA senior centers, in each Fiscal Year of the program.
- DFTA will conduct outreach to recruit seniors for trainings (both in-person and online), with a target of 10,813 seniors per Fiscal Year hailing from the Senior Planet Exploration Center, in each Fiscal Year of the program.

3. Technology:

- DFTA will ensure that software on each PCC computer is up to date by providing remote monitoring.
- DFTA will ensure that each PCC computer is adequately protected with antivirus software.
- DFTA will monitor the status of hardware and software at the PCCs and identify whenever repairs, replacements, or upgrades are needed.
- Within parameters of the approved budget, DFTA will ensure that equipment/hardware at the PCC sites is maintained, repaired, replaced or upgraded as necessary to sustain operations at levels that meet the needs in the PCC community, or at minimum that are consistent with the goals specified in this agreement.

4. Connectivity:

- DFTA will continue paying broadband connectivity bills at PCC sites determined by DFTA and will work to equip new sites with broadband connections in FY21 where appropriate.
- DFTA will manage the sites' accounts with relevant Internet Service Providers (ISP), including timely payment of fees.

5. Capacity Building:

- In collaboration with senior center staff to maximize usage through volunteer recruitment, best practices in managing the PCC, effective tactics to maximize enrollment in trainings and usage of open lab hours, and strategies for using the PCC as an asset to improve the independence, dignity, and quality of life for the seniors who use it.

6. Senior Planet Website:

- DFTA will engage vendor to maintain a Senior Planet website to function as an online community for seniors, replete with virtual program opportunities, resources, and more.
- The Senior Planet website will offer at least one original article per month related to technology for seniors.
- The Senior Planet website will offer a monthly calendar of events of general interest to seniors.

7. Virtual Support:
 - DFTA will provide a range of age appropriate virtual program opportunities for seniors originating from each of the 22 PCCs and the Senior Planet Exploration Center on a weekly basis, consisting of a minimum of 5 discrete offerings per week.
 - DFTA will work with the subcontractor and site representatives from each of the 22 PCC sites at senior center and the Senior Planet Exploration Center to provide telephonic support to seniors, which will include 1:1 tech support, social connection, and resource dissemination.
8. Senior Planet Exploration Center:
 - DFTA will continue to operate the Senior Planet Exploration Center (SPEC) (when safe for reopening) as a state-of-the-art presentation space where seniors can explore emerging technologies, receive training, and receive technical support.
 - DFTA will provide trainings at the SPEC as specified above and offer special virtual training opportunities marketed directly to SPEC participants on a weekly basis.
9. Outreach to DFTA Senior Centers:
 - DFTA senior centers that are not PCC sites to encourage seniors to make use of virtual trainings and to identify local options for accessing technology and broadband services.
 - DFTA senior centers that are not PCC sites to visit virtual Senior Planet programs hosted on www.seniorplanet.org.
10. Reporting:
 - DFTA will provide further reporting on a regular or ad-hoc basis.
11. Implementation will take place at senior centers, many of which serve multicultural populations in low-income neighborhoods and represent one of very few public computer centers in surrounding areas.
12. DFTA has identified twenty-three (23) locations and five (5) alternate sites to serve as PCC sites for the Program. The 23 locations are: The Senior Planet Exploration Center, A.P. Randolph Senior Center, Beatrice Lewis Senior Center, Brookdale (JASA) Senior Center, Bronxworks Morris Innovative Senior Center, Cassidy Coles Senior Center, Corsi House Senior Center, Elmhurst Jackson Heights Senior Center, Frederick Samuel Senior Center, Heights Senior Center, Jackie Robinson Senior Center, JCC of Staten Island ISC, PSS Andrew Jackson Senior Center, Quincy Senior Residence, RAIN Parkchester, Ridgewood Bushwick Senior Center, Sage ISC, SelfHelp Innovative Senior Center, SNAP ISC, Stuyvesant Heights Senior Center, Tompkins Park Senior Center, William Hodson Senior Center, and YM/YWHA Innovative Senior Center. The 5 alternate sites are: Concourse Plaza Wellness Senior Center, Mitchell Senior Center, Neighborhood Shopp Innovative Senior Center, Senior Alliance Senior Center, and Vandalia Senior Center.

Based on the outcome of the Older Adult Center Request for Proposal (RFP) or other factors, DFTA may remove or add locations, subject to DOITT/MOCTO's written approval in advance, and provided proposed sites align with broader program goals. DOITT/MOCTO's approval shall not be unreasonably withheld.

13. Should the program continue beyond FY22, DFTA will work with DOITT/MOCTO one year prior to the beginning of FY22 to outline program components and budget for any ongoing work.
- B. Use the DFTA Funds in compliance with Appendix B.
 - C. Submit any requests to modify any of the Appendices (A, B or C) to DOITT/MOCTO for approval at least 30 days prior to the requested change taking effect.
 - D. Contract with and distribute DFTA Funds to subcontractors in accordance with the Program budget and Article 9 below.
 - E. Provide DOITT/MOCTO with data to enable DOITT/MOCTO to complete quarterly financial tracking and performance measurement, and to facilitate an annual strategy refresh to ensure alignment with citywide goals and standards. DOITT/MOCTO shall provide DFTA with templates for the submission of this data within ten days of the Effective Date. DFTA shall provide DOITT/MOCTO the financial and performance reporting templates with data inputted by thirty days after the end of each fiscal quarter. DFTA shall provide DOITT/MOCTO with system-wide inventory data by September 30th of each year within the Term. DOITT/MOCTO may provide updated templates at any point during the Term; DFTA shall use these updated templates for the quarter, month or year following the month, quarter or year in which DFTA receives the updated template.
 - F. Work with DOITT/MOCTO to ensure the Program aligns with broader citywide goals, and to explore the possibilities of partnerships that further the goals of the Program.

ARTICLE 3. GOVERNANCE

3.1 Strategic Management Processes.

The project managers for DFTA and DOITT/MOCTO (collectively, the “**Project Managers**”) are as follows:

DFTA: Agnes Mak
wmak@aging.nyc.gov
Senior Director Support Services
Department for the Aging
2 Lafayette Street, 8th floor
New York, NY 10007

DOITT/MOCTO: Anthony Sanford

asanford@cto.nyc.gov
Broadband Adoption Coordinator
Mayor's Office of the Chief Technology Officer
22 Reade Street, 6th Floor
New York, NY 10007

Either party may select an alternate or replacement Project Manager from time to time upon written notification to the other party.

The Project Managers and other designated representatives of both DFTA and DOITT/MOCTO will be responsible for strategic planning on an ongoing basis.

3.2 Steering Committee

Issues that cannot be resolved between the Project Managers will be escalated to the Steering Committee. The Steering Committee will be made up of the Deputy Chief Technology Officer for NYC Connected and DFTA's Commissioner or their respective designee(s).

3.3 Issue and Risk Management Processes.

The governance process for managing risks and issues for this project consists of the following activities that are coordinated with all relevant resources:

- 3.3.1 Identify Risks/Issues: The Project Managers are tasked with proactively identifying both routine and unique issues potentially affecting Program implementation, and reporting and categorizing them based on the severity of their potential impact to the implementation and their probability of occurrence.
- 3.3.2 Analyze and Prioritize Risks/Issues: The Project Managers are responsible for analyzing and prioritizing items that challenge the implementation of the project. This responsibility includes assigning team members to act as item "owners" to ensure that they are monitored effectively and that mitigation plans are followed. The Project Managers will assign owners based on: respective agency responsibilities, as set forth in Article 2 above; the skills necessary to ensure that effective mitigating actions and resolutions are taken.
- 3.3.3 Plan Mitigation Response: The Project Managers are responsible for proactively developing mitigation strategies and adjusting plans based on uncertainties and likely impacts of identified risks. Critical risks (i.e. those risks that threaten the timely and successful implementation of the Program) will be identified during annual Steering Committee meetings. Critical risks that cannot be successfully mitigated by the Project Managers must be immediately brought to the attention of the Steering Committee for resolution and planning.
- 3.3.4 Monitor Risks: Risks are reviewed as a standing agenda item during the annual Steering Committee meetings.

- 3.3.5 Tracking Risks/Issues: Agreed-upon formats for status reports and associated issue logs will be used for tracking issues and risks.

ARTICLE 4. TERMS OF PAYMENT

- 4.1 Except to the extent otherwise reduced or eliminated as contemplated in the MOU, DOITT/MOCTO shall transfer the DFTA Funds to DFTA via an intra-city budget modification (“**Budget Modification**”) on an annual basis for each fiscal year of the Program. The Budget Modification must set forth the portions of the DFTA Funds that can be accessed for the respective years of Program.
- 4.2 DFTA shall exclusively use the DFTA Funds to cover the actual costs associated with the services and materials as outlined herein and in the Program. DFTA shall provide DOITT/MOCTO access to supporting documentation for each quarter’s spending, for its own costs, as well as those incurred by its contractors. The supporting documentation package must include copies of all signed invoices and supporting materials, such as contracts, purchase orders, timesheets, receiving reports, and asset serial number, tag numbers, locations, etc., as well as FMS screenshots of payment vouchers, and a copy of the relevant intra-city invoice. The supporting documentation must be made available to DOITT/MOCTO, along with the required reports as specified in Section 2.1.1(A)(5) above. Quarterly supporting documentation should be submitted after payment vouchers are processed in FMS.
- 4.3 **DFTA shall submit invoices to:**
- Anthony Sanford
asanford@cto.nyc.gov
Broadband Adoption Coordinator
Mayor’s Office of the Chief Technology Officer
22 Reade Street, 6th Floor
New York, NY 10007
- 4.4 Any transfer of funds from DOITT/MOCTO to DFTA in excess of the amount properly expended under this MOU and the Program budget will be returned to DOITT/MOCTO, following presentation of supporting documentation by DOITT/MOCTO and DFTA within ninety (90) days after the end of each Program fiscal year, and approval by the Project Manager or designee of DOITT/MOCTO, which approval will not be unreasonably withheld.

ARTICLE 5. RIGHT TO AUDIT AND INSPECT

- 5.1 The Parties shall keep complete and correct records and books of accounts, together with supporting materials, reflecting all financial transactions of DFTA or DOITT/MOCTO, respectively, regarding this MOU and the services under it. The Parties further agree to keep all records and books of accounts and supporting materials for seven years following the expiration or termination of this MOU.

- 5.2 DFTA agrees to provide DOITT/MOCTO's duly authorized representatives any books, documents, papers, records and supporting documentation ("**Records**") relating to or associated with the MOU, including any related vendor records, for the purpose of making audit examination, excerpts, photocopies and transcriptions. The Parties also agree to provide these Records to any agency providing funds to DFTA, the New York City Office of the Comptroller and its designees, the New York City Department of Investigation, the New York City Office of Management and Budget and its designees, and any law enforcement entity.
- 5.3 DOITT/MOCTO, or at DOITT/MOCTO's discretion, an independent consultant appointed by DOITT/MOCTO, has the right on giving reasonable notice to DFTA to enter into any premises during regular business hours where any services have been performed or goods installed pursuant to this MOU for the purpose of auditing the use of the DFTA Funds in accordance with the terms set out in this MOU.

ARTICLE 6. TERMINATION

6.1 Either party can terminate this MOU if:

- 6.1.1 Either Party fails to receive funding or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to make payment for performance under this MOU; or
- 6.1.2 Federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that either the work under this MOU is prohibited or either Party is prohibited from paying for such work with the Funds, but only if the voided portion of the MOU cannot be removed from the MOU in a way that would allow the remaining portion of the MOU to proceed.
- 6.2 In no event may either Party terminate without escalation of the relevant issue in accordance with the process outlined for "critical risks" in Section 3.3.3, above.
- 6.3 Notwithstanding any other provision of this MOU, during the time a dispute is being resolved under Section 6.2 above, the Parties shall continue to meet their respective obligations under this MOU.
- 6.4 The Parties acknowledge that an early termination shall have a considerable impact on the business processes and operations of both Parties and that it may take a considerable amount of time (approximately six months) to arrange for the orderly discontinuance of the services provided herein. The Parties shall negotiate in good faith to arrange for the orderly discontinuance of their respective participation in the Program, and for the equitable appointment and settlement of termination-related costs.

ARTICLE 7. NOTICES

- 7.1 With the exception of invoices required to be submitted in accordance with Section 4.3 above, any notice or other communication, including a change of address or of the identified person to be notified, given under this MOU to a Party must be in writing and must be sent by hand, by Certified or Registered Mail, Return Receipt Requested, by Airborne, Federal Express or other reliable overnight delivery service that provides a receipt to the sender, or by confirmed electronic delivery (i.e., email transmission) (effective upon the Party confirming receipt by reply email), to the attention of the Parties at the respective addresses set forth below:

To DOITT/MOCTO: legal@cto.nyc.gov
Mayor's Office of the Chief Technology Officer
22 Reade Street, 6th Floor
New York, NY 10007

With a copy to:

Anthony Sanford
asanford@cto.nyc.gov
Broadband Adoption Coordinator
Mayor's Office of the Chief Technology Officer
22 Reade Street, 6th Floor
New York, NY 10007

Office of the General Counsel
legalservices@doitt.nyc.gov
Department of Information Technology and
Telecommunications
15 MetroTech Center, 18th Floor
Brooklyn, NY 11201

To DFTA: Agnes Mak
wmak@aging.nyc.gov
Senior Director Support Services
Department for the Aging
2 Lafayette Street, 8th floor
New York, NY 10007

With a copy to:

Louella Byers
LByers@aging.nyc.gov
Assistant Commissioner, Bureau of Community Services
Department for the Aging
2 Lafayette Street, 8th floor
New York, NY 10007

Steven Foo
SFoo@aging.nyc.gov

General Counsel
Department for the Aging
2 Lafayette Street, 7th floor
New York, NY 10007

- 7.2 Receipt of a notice is deemed to have occurred upon receipt, if hand-delivered or delivered by overnight mail, or seven days from the date of mailing, if mailed.
- 7.3 Notice may (and should) also be given by email, and such notice becomes effective not later than three business days following such email, provided that written notice is received as specified in Section 7.2, even if such receipt occurs later.

ARTICLE 8. INDEMNIFICATION

- 8.1 DFTA shall defend, indemnify and hold DOITT/MOCTO, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which DOITT/MOCTO, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any action or omission of DFTA and/or its subcontractors under this MOU.
- 8.2 DFTA shall defend, indemnify and hold DOITT/MOCTO harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which DOITT/MOCTO may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by DFTA of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by DFTA and/or its subcontractors in the performance of this MOU. DFTA shall defend, indemnify, and hold DOITT/MOCTO harmless regardless of whether the alleged infringement arises out of compliance with the MOU's scope of services/scope of work.
- 8.3 Insofar as the facts or law relating to any claim would preclude DOITT/MOCTO from being completely indemnified by DFTA, DOITT/MOCTO will be partially indemnified by DFTA to the fullest extent permitted by law.

ARTICLE 9. SUBCONTRACTS

- 9.1 Prior to entering into any subcontract for an amount greater than five thousand dollars (\$5,000), DFTA shall submit a written request for the approval of the proposed subcontractor to DOITT/MOCTO giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At DOITT/MOCTO's request, a copy of the proposed subcontract must be submitted to DOITT/MOCTO. Upon DOITT/MOCTO's request, DFTA shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this MOU. DOITT/MOCTO shall make a final

determination in writing approving or disapproving the subcontractor after receiving all requested information. DOITT/MOCTO's approval of DFTA Subcontracts in an amount over \$5,000 is deemed granted if DOITT/MOCTO does not issue a written approval or disapproval within twenty-five (25) days of DOITT/MOCTO's receipt of all requested information. The foregoing provision does not apply to the existing contract as between DFTA and subcontractor Older Adults Technology Services ("OATS") with a term of July 1, 2020 to June 30, 2022 and duly registered with the Office of the Comptroller as contract number 20210000451 (E-Pin No. 12520N0001001), but shall apply to any future amendments, extensions, or new agreements as between DFTA and OATS for services to be delivered pursuant to this MOU.

9.2 All subcontracts must contain provisions specifying that:

- 9.2.1 The work performed by the subcontractor must be in accordance with the terms of the MOU and all its amendments, and in accordance with all laws rules and regulations;
- 9.2.2 Nothing contained in the DFTA subcontract will impair the rights of the City; and
- 9.2.3 Nothing contained in the DFTA subcontract, or under the MOU (between the City and DFTA), shall create any contractual relation between the subcontractor and the City, nor shall it create any third-party beneficiary rights.
- 9.2.4 The DFTA subcontractor will comply with DOITT and NYC Cyber Command policies.
- 9.3 DFTA agrees that it is fully responsible to DOITT/MOCTO for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors.
- 9.4 For determining the value of a DFTA subcontract, all DFTA subcontracts with the same subcontractor will be aggregated.
- 9.5 DOITT/MOCTO's approval of a subcontractor does not relieve DFTA of any of its responsibilities, duties or liabilities under this MOU.
- 9.6 At DOITT/MOCTO's request, DFTA shall provide DOITT/MOCTO a copy of any DFTA subcontract.
- 9.7 Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 Neither Party may assign the performance of its obligations under this MOU, except with the written consent of a duly authorized representative the non-assigning Party.

- 10.2 Under no circumstances will this MOU be construed as one of agency, partnership or joint venture between the Parties. The Parties agree that neither Party may bind the other Party to any additional contracts, and neither has the authority to do so.
- 10.3 This MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU will be deemed to exist or to bind any of the Parties, or to vary any of the terms contained in this MOU.
- 10.4 This MOU may only be modified by the Parties in a writing signed by duly authorized representatives of both Parties. It may not be altered or modified orally.
- 10.5 This MOU is deemed to be executed in the City and State of New York, regardless of the domicile of the Parties, and is governed by and construed in accordance with the laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the laws of the United States, where applicable.
- 10.6 Any dispute arising under this MOU must be heard in either the federal or state courts located in the City and County of New York, New York.
- 10.7 The parties shall comply with all applicable federal, state and local laws, codes, rules and regulations.

ARTICLE 11. PUBLICITY AND CONFIDENTIAL INFORMATION

- 11.1 To the extent practicable, neither DOITT/MOCTO nor DFTA shall release any public statement relating to work performed pursuant to this MOU without first providing the other Party with prior notification of intent to release such statement, as well as of the content of the proposed statement. The Party intending to release the statement shall provide the other Party a reasonable period of time in which to provide comments to the Party intending to release the statement. Notwithstanding the foregoing, the Parties agree and acknowledge that the Office of the Mayor is not constrained in any respect by this provision from issuing any public statement(s) as it may deem appropriate regarding the subject matter of this MOU.
- 11.2 DFTA agrees to hold confidential, both during and after the completion or termination of this MOU, all of the reports, information, or data, furnished to, or prepared, assembled or used by, DFTA under this MOU ("**Confidential Information**"). DFTA agrees that Confidential Information cannot be made available to any person or entity, including any subcontractor(s), without the prior written approval of duly authorized representative of DOITT/MOCTO. DFTA shall maintain the confidentiality of Confidential Information by using a reasonable degree of care and using at least the same degree of care that the DFTA uses to preserve the confidentiality of its own confidential information. DFTA shall restrict access to Confidential Information to those personnel performing services under this MOU or otherwise having a need to know the information in order to carry out the obligations arising under this MOU. In the event that DFTA receives a legal order from a court of competent jurisdiction compelling the release of any

Confidential Information, DFTA will use its best efforts to notify DOITT/MOCTO before the release and to cooperate with DOITT/MOCTO's efforts to secure an appropriate injunction or protective order.

[PLEASE CONTINUE TO NEXT PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding in duplicate (each of which constitutes an original) on the dates appearing below their respective signatures.

**NEW YORK CITY DEPARTMENT OF
INFORMATION TECHNOLOGY AND
TELECOMMUNICATIONS**

Name: Jessica Tisch
Title: Commissioner

Date

**NEW YORK CITY DEPARTMENT FOR THE
AGING**

Steven Foo

Digitally signed by Steven Foo
DN: cn=Steven Foo, o=NYC Department for
the Aging, ou=Office of General Counsel,
email=sfoo@aging.nyc.gov, c=US
Date: 2021.05.28 09:40:19 -04'00'

Name: Steven Foo
Title: General Counsel
May 28, 2021

Date

APPENDIX A
PROJECT PLAN

[illegible]

APPENDIX B
PROGRAM BUDGET

APPENDIX B

DFTA DETAILED BUDGET - NYC CONNECTED COMMUNITIES SUSTAIN MOCTO/DFTA Budget per MOU

Partner	Partner Category	Line Item Description	FY21 Cost	FY22 Cost	TOTAL COST
DFTA	Professional Services	Management, Administration, Training and Tech support staffing	\$ 471,513.08	\$ 471,513.08	\$ 943,026.16
		Volunteer stipends	\$ -	\$ -	\$ -
		Training consultants	\$ -	\$ -	\$ -
	Equipment/Other	Technical Support (DFTA consult)	\$ 48,000.00	\$ 48,000.00	\$ 96,000.00
		Connectivity	\$ 19,300.00	\$ 19,300.00	\$ 38,600.00
		Software, licensing, etc.	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
		Upgrades/Repairs	\$ 11,326.92	\$ 11,326.92	\$ 22,653.84
		Supplies	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
		Space costs	\$ 155,000.00	\$ 155,000.00	\$ 310,000.00
		Community Outreach	\$ -	\$ -	\$ -
		DFTA SUBTOTALS	\$ 740,140.00	\$ 740,140.00	\$ 1,480,280.00

APPENDIX B

[illegible][illegible]

APPENDIX B

NYCCC BUDGET PROPOSAL FOR FY21 - OTPS

TYPE OF EXPENSE	DESCRIPTION	TOTAL COST
Technical Support (DFTA consult)	Consultants	\$ 48,000
Connectivity	Connectivity for PCCs (\$10,000) and SPEC (\$9,300)	\$ 19,300
Software, Licensing, Etc.	Antivirus and remote management software for PCCs (\$7,500) and SPEC (\$1,500) as well as web hosting expenses for SPEC (\$6,000)	\$ 15,000
Upgrades/Repairs	New and replacement equipment for PCCs (\$10,200) and SPEC (\$1,326.92)	\$ 11,327
Supplies	Course Materials for PCCs (\$12,000) and SPEC (\$8,000)	\$ 20,000
Space Cost	SPEC Rent and Utilities	\$ 155,000
Community Outreach		\$ -
OTPS Subtotal		\$ 268,627

APPENDIX B

[illegible][illegible]

APPENDIX B

NYCCC BUDGET PROPOSAL FOR FY22 - OTPS

TYPE OF EXPENSE	DESCRIPTION	TOTAL COST
Technical Support (DFTA Consult)	Consultants	\$ 48,000
Connectivity	Connectivity for PCCs (\$10,000) and SPEC (\$9,300)	\$ 19,300
Software, Licensing, Etc.	Antivirus and remote management software for PCCs (\$7,500) and SPEC (\$1,500) as well as web hosting expenses for SPEC (\$6,000)	\$ 15,000
Upgrades/Repairs	New and replacement equipment for PCCs (\$10,200) and SPEC (\$1,326.92)	\$ 11,327
Supplies	Course Materials for PCCs (\$12,000) and SPEC (\$8,000)	\$ 20,000
Space Cost	SPEC Rent and Utilities	\$ 155,000
Community Outreach		\$ -
OTPS Subtotal		\$ 268,627

APPENDIX C
PERFORMANCE TARGETS

APPENDIX C

FY21 NYC Connected Communities - Quarterly Performance Tracking Template							
Partner: Older Adults Technology Services / Senior Planet - Connected Communities							
Quarter:							
Program Delivery (as relevant)	# Q1	# Q2	# Q3	# Q4	# FY to date (cumulative)	FY Target	% of FY Target Met
Centers operated					0	23	0%
Centers improved					N/A	N/A	N/A
Workstations added					N/A	N/A	N/A
Workstations replaced					N/A	N/A	N/A
Workstations with capacity upgrades (other)					N/A	N/A	N/A
Supplemental equipment added					N/A	N/A	N/A
Supplemental equipment replaced					N/A	N/A	N/A
Staff maintained (FTEs)					N/A	N/A	N/A
# of centers with disability access resources maintained					N/A	N/A	N/A
# of centers with language access resources maintained					N/A	N/A	N/A
Impact (as relevant)	Total	Total	Total	Total	Total	Total	Total
# of users (open lab sessions @ SPEC)					-	-	#DIV/0!
# of training hours delivered (all sites)					-	-	#DIV/0!
# of participants					-	-	#DIV/0!
# of staff training programs (includes tech talks at SPEC)					-	-	#DIV/0!
See additional information in DFTA qualitative summary for course list	-				-	-	#DIV/0!
Monitoring / Assessment	By Center	By Center	By Center	By Center	By Center	By Center	By Center
Workstation / Tech Assistance requests received	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Average time to resolve workstation trouble tickets	N/A	N/A	N/A	N/A	N/A	N/A	N/A

APPENDIX C

FY22 NYC Connected Communities - Quarterly Performance Tracking Template

Partner: Older Adults Technology Services / Senior Planet - Connected Communities

Quarter:

Program Delivery (as relevant)	# Q1	# Q2	# Q3	# Q4	# FY to date (cumulative)	FY Target	% of FY Target Met
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Impact (as relevant)	Total	Total	Total	Total	Total	Total	Total
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# of staff training programs (includes tech talks at SPEC)					-	-	#DIV/0!
See additional information in DFTA qualitative summary for course list	-				-	-	#DIV/0!

Monitoring / Assessment	By Center	By Center	By Center	By Center	By Center	By Center	By Center
Workstation / Tech Assistance requests received	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Average time to resolve workstation trouble tickets	N/A	N/A	N/A	N/A	N/A	N/A	N/A