

**New York City Department of Youth and Community Development
American Rescue Plan
NOTICE OF FEDERAL SUBAWARD
3/3/2021**

(i)	Subrecipient Name and Contract Number	City University of New York
(ii)	Subrecipient Unique Entity Identifier	DUNS NUMBER Program/CBO to provide
(iii)	Federal Award Identification Number (FAIN)	SLFRP0131, SLFRP3644, SLFRP3645, SLFRP3646, SLFRP3647, SLFRP3648.
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency	5/18/2021,6/16/2021
(v)	Subaward Period of Performance Start Date	3/31/2021
	Subaward Period of Performance End Date	3/10/2022
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient	\$1,808,150
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation	\$1,808,150
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity	\$1,808,150
(ix)	Federal Award Project Description	American Recovery Plan
(x)	Name of Federal Awarding Agency	U.S. Department of the Treasury
	Name of Pass-Through Entity	New York City Office of Management & Budget
	Contact information for Federal Awarding Official	SLRP@treasury.gov 844-529-9527
	Contact Information for DYCD Authorizing Official	Jagdeen Phanor jphanor@dycd.nyc.gov
	Contact Information for DYCD Project Director	Valerie Mulligan vmulligan@dycd.nyc.gov
(xi)	CFDA Number and Name	21.027
(xii)	Identification of whether the award is R&D	Not applicable
(xiii)	Indirect cost rate for the Federal award (including if de minimis rate is charged per §200.414)	10%

INTERAGENCY AGREEMENT
between
**THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY
DEVELOPMENT**
and
THE CITY UNIVERSITY OF NEW YORK
for
SYEP for CUNY Recovery Corps
(March 31, 2021 – March 10, 2022)

This **Interagency Agreement** (“Agreement”), is made by and between the **City of New York** (the “City”), acting through its **Department of Youth and Community Development** (the “Agency” or “DYCD”), and **The City University of New York** (“CUNY”). The Agency and CUNY are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Agency funds community-based organizations to operate the Summer Youth Employment Program (“SYEP”), which provides workforce development programming for youth between the ages of sixteen (16) and twenty-four (24); and

WHEREAS, Agency seeks to provide such SYEP program services, tailored to enrolled CUNY students, as more fully described herein; and

WHEREAS, CUNY is willing and able to provide targeted SYEP program services to enrolled CUNY students (“CUNY Recovery Corps”);

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

ARTICLE 1
TERM

The term of this Agreement shall commence on March 31, 2021, and expire on March 10, 2022 (“Term”), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article 4 herein.

ARTICLE 2
SCOPE OF SERVICES

During the Term, CUNY shall be responsible for providing SYEP services to enrolled CUNY students (“Program” or “Services”) set forth in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A, and any modifications to Exhibits A, as mutually agreed upon by the Parties in writing. Exhibits A, B, and C are hereby attached hereto.

ARTICLE 3
COMPENSATION & PAYMENT SCHEDULE

A. Agency shall pay CUNY, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed one million, eight hundred eight thousand one hundred and fifty dollars (**\$1,808,150**) for all Services to be performed during

the Term, as reported to, verified and approved by Agency, less administrative costs outlined below. All payments shall be made in accordance with the DYCD Fiscal Manual, which is available at <https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page> and hereby incorporated into the Agreement, the “Payment Schedule” set forth in Section B of this Article 3, and the Budget, attached hereto and made a part hereof as Exhibit B.

- a. The maximum amount to be paid under this Agreement is based on the following:
 - i. Agency paying CUNY a determined rate per Participant for four thousand one hundred and seven(4,107) Participants. The Agency shall pay CUNY for Participants served at a rate not to exceed four hundred fifty dollars (\$450) per Participant, as defined in Appendix A, Scope of Work; and
 - ii. Agency retaining \$40,000 in administrative costs to pay for an update to the Agency payroll system necessary for the Program.
 - b. Agency shall be responsible for paying the wages to Participants.
- B. Payment Schedule:** The Research Foundation of The City University of New York (“RF”) shall submit two invoices and supporting documentation via the intra-city invoice format, as follows:
- a. The first invoice shall be submitted no later than July 31, 2021, and shall total no more than \$1,253,705 for the period March 31, 2021, through June 30, 2021; and
 - b. The second invoice shall be submitted no later than April 30, 2021, and shall total no more than \$554,445 for the period July 1, 2021, through March 10, 2022.

Agency shall transfer funding to CUNY via the Intra-City budget modification process for the not to exceed aggregate amount set forth herein. The Agency shall complete the necessary IETC (internal exchange transaction intra-city) payment within thirty (30) days of the receipt of each invoice, and no later than July 31st for invoices issued during the previous fiscal year.

- C.** This Agreement is funded in whole or in part by funds secured by Agency from the Federal, New York State, and/or City governments and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the Federal, State, and/or City governments, Agency shall, subject to the terms of Article 4, have, in its sole discretion, the right to terminate this Agreement or to reduce the funding and the corresponding level of Services caused by such action by the Federal, State, and/or City governments provided that all program expenditures up to the date of the termination are paid in full by Agency.
- D.** CUNY or RF, as appropriate, shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, “Audits of Institutions of Higher Education and Other Non-Profit Organizations,” or, successor guidelines as set forth in “The Super Circular”, 2 C.F.R. Part 200 governing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and shall provide such audit to the Agency within thirty (30) days after its receipt of the final audit by CUNY or RF, as appropriate, from the preparing accountant. For purposes of this Agreement, CUNY and RF shall jointly be deemed to be a single “Subrecipient” of a federal award. The Catalog of Federal Domestic Assistance

(CFDA) number for the American Rescue Plan is 21.027. Additional information on CFDA can be found at: <https://www.cfda.gov>.

- E. Without limiting any of Agency's other rights or remedies, and subject to the subparagraphs 1 and 2 below, Agency shall have the right to recoup payments made to RF by requiring repayment by RF in the event that RF has received monies that are reasonably determined to be prohibited under this Agreement.
1. At least thirty (30) days prior to exercising its right to recoup payments, Agency shall provide written notice to RF and CUNY setting forth the nature and amount of the payments determined by Agency to be invalid or disallowed under this Agreement and the basis for such determination.
 2. RF shall have ten (10) business days after its receipt of such written notice to respond to such Agency determination in writing. Agency shall reasonably consider RF's response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of RF's response.
- F. The Parties acknowledge that pursuant to a certain Agreement dated October 20, 1983 between the RF and CUNY, the RF will act as CUNY's fiscal agent to accept payment from Agency. Each Intra-City invoice shall be signed by the RF Assistant Director of Grants and Contracts and shall include the following 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 it is correct as to price and amount, that it is necessary for the proper transaction of the business of Agency, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice."*

ARTICLE 4 **TERMINATION & MODIFICATION**

- A. **Termination.** This Agreement may be terminated by either Party at any time upon ninety (90) days' written notice to the other Party. In the event this Agreement is terminated, Agency will pay all costs and non-cancellable third-party obligations, provided Agency has previously consented to such costs and obligations, incurred prior to the effective date of such termination.
- B. **Modification.** This Agreement may only be amended by the mutual written consent of the Parties.

ARTICLE 5 **NOTICES**

All notices required by this Agreement shall be delivered by messenger, overnight delivery service or email to the following:

To Agency:

New York City Department of Youth and Community Development
2 Lafayette Street, 18th Floor
New York, NY 10007

Attn: Daphne Montanez, Assistant Commissioner, Workforce Connect
Email: dmontanez@dycd.nyc.gov

and

Attn: Caroline Press, General Counsel (same delivery address as above)
Email: cpress@dycd.nyc.gov

To CUNY:

City University of New York
205 E 42nd Street, 9th Floor
New York, NY 10017

Attn: Colette Labrador, CUNY Recovery Corps Program Director
Email: Colette.labrador@cuny.edu

and

Attn: Gary Dine, Executive Director of Fiscal Administration
Email: gary.dine@cuny.edu

With a Copy to:

The City University of New York
Office of the General Counsel
205 East 42nd Street, 11th Floor
New York, NY 10017

Attn: DYCD SYEP for CUNY Recovery Corps MOU
Email: ogc@cuny.edu

To RF - For fiscal matters:

Assistant Director of Grants and Contracts
The Research Foundation of CUNY
230 West 41st Street
New York, NY 10036

Attn: Kyung Hur
Email: Kyung_Hur@rfcuny.org

ARTICLE 6
PUBLICATION AND INTELLECTUAL PROPERTY

- A. Publications. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof (each a “Publication”), without the prior written approval of Agency, which shall not be unreasonably withheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law, that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.
- B. Scholarly Research. Notwithstanding the foregoing, if the Publication is the result of scholarly research performed under this Agreement (a “Research Publication”), consistent with CUNY’s practice of openness in research, prior written approval of Agency will not be required before publication. Instead, prior to submitting a Research Publication for publication or before any other public disclosure, CUNY will provide Agency thirty days to review the proposed Research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency’s comments but is under no obligation to make changes to the Research Publication to address them, except with respect to confidential information. If Agency objects to a Research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such Research Publication until such confidential information has been removed.
- C. Instructional materials and curricula. “Instructional Materials” shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educational mission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to CUNY’s Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A (“Services Instructional Materials”). To the extent that any Services Instructional Materials are newly created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law or as otherwise specified in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.

- D. Non-instructional materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive property of Agency and shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A. CUNY shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-Instructional Materials for its non-commercial, educational purposes or as otherwise specified in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A.
- E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members, CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

ARTICLE 7 **CONFIDENTIALITY**

- A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY, shall be held confidential by CUNY, and shall not be disclosed by CUNY to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days' notice and opportunity to object to the disclosure, and if requested by the Agency and not inconsistent with CUNY's obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. CUNY shall comply with the terms of the Privacy Compliance Rider, attached hereto, and hereby incorporated into and made a part of this Agreement. This Article shall remain in full force and effect following the termination of this Agreement.
- B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act/FERPA ("FERPA Records"), and (b) to the extent that information is shared in connection with the Services includes FERPA Records, CUNY will not release such information from education records, other than Directory information, without obtaining a FERPA release, in a form used by CUNY, from the student. It is agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.

ARTICLE 8 **INDEMNIFICATION**

To the fullest extent permitted by law, CUNY shall defend, indemnify and hold harmless the City against any and all claims for unemployment insurance or workers' compensation and costs and expenses therein to which the City may be subject. Insofar as the facts or Law relating to any of the foregoing would preclude the City from being completely indemnified by CUNY, the City shall be partially indemnified by CUNY to the fullest extent permitted by law.

ARTICLE 9 **MISCELLANEOUS**

- A. CUNY agrees to retain and to notify RF to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement whichever occurs later. City, State, and Federal auditors, and any other persons duly authorized by Agency shall have full access to and the right to examine any of the books, records, and other documents.
- B. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation, and close-out activities and audits conducted by Agency or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.
- C. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Agreement unenforceable.
- D. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.
- E. This Agreement contains all the terms and conditions agreed upon by the Parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties or to vary any of its terms.
- F. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the *Scope of Work* attached hereto as Exhibit A, the terms and conditions of this Agreement shall control.
- G. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY or the Agency ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor. Neither Party will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public

transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including, without limitation, earth quakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

- H. Subject to Article 3.D, CUNY will not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.
- I. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall direct the RF to forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY or the RF to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000. Prior to entering into any subcontract for an amount greater than \$20,000, the RF shall submit a written request for the approval of the proposed subcontractor to the Agency. RF shall not enter into any subcontract for an amount greater than \$20,000 without the prior written approval of the Agency on Exhibit C hereto.
- J. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an additional insured under such insurance, CUNY shall require that such entity also list the City, including its officials and employees as an additional insured.
- K. [For contracts involving federal funds: Consistent with 2 CFR Part 200, vendor agreements for this project pertaining to indirect services (i.e., services not already related to program delivery) do not require Agency approval. CUNY shall confer with Agency to confirm that an agreement with a third party is an indirect vendor agreement prior to submitting a request to RF for such third-party agreement. CUNY shall direct the RF to forward Agency a copy of the signed agreement as documentation for allowable costs. For the avoidance of doubt, the Parties understand that copies of signed contracts or other applicable documents may be requested by Agency to substantiate payment or reimbursement for allowable costs and expenses.]
- L. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement.

[remainder of page intentionally left blank]

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

**NEW YORK CITY DEPARTMENT
OF Youth & Community Development**

By: *Caroline Press*
Name: Caroline Press
Title: General Counsel

Date: August 25, 2021

THE CITY UNIVERSITY OF NEW YORK

By: *Derek Davis*
Name: Derek Davis
Title: General Counsel and Vice Chancellor
for Legal Affairs

Date: 8/25/2021

APPROVED AS TO FORM

Kyle Antonelli
The City University of New York
Office of the General Counsel
Date: August 25, 2021

73268849
CUNY DUNS Number

Privacy Protection Rider

(To supplement contracts of any value with the City of New York that are not “covered contracts”¹ under the Identifying Information Law, but which the City’s Chief Privacy Officer has determined are the types of contracts for services that require additional privacy protection provisions because: (1) the contract involves the collection, use, or disclosure of, or access to “Sensitive Identifying Information”² of members of the public or City employees or officials; or (2) the nature of the Identifying Information and the circumstances of its collection or potential disclosure by Contractor implicate an important privacy risk.)

Purpose.

The Chief Privacy Officer has determined that, in connection with the type of services provided under this Agreement, Contractor may collect, use, disclose, access, and retain Sensitive Identifying Information only in accordance with the requirements of this Privacy Protection Rider (“Rider”), other provisions of this Agreement, and as otherwise required by law.

A. Definitions.

- i. “Agency” means the City agency or office through which the City has entered into this Agreement.
- ii. “Agency Privacy Officer” means the person designated to exercise functions under Admin. Code Sections 23-1201 to -1205 by the Agency through which the City is a party to this Agreement.
- iii. “Authorized User,” as it relates to collection, use, disclosure of, or access to Identifying Information under this Agreement, means a Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the activities and obligations set forth in this Agreement, or is required by law.
- iv. “Chief Privacy Officer” means the person designated by the Mayor pursuant to Charter Section 8 subdivision (h) as the City’s Chief Privacy Officer or such person’s designee.
- v. “Contractor” for purposes of this Rider, means the City University of New York (“CUNY”) entering into an Interagency Agreement (“Agreement”) with the City and includes employees, subcontractors, and agents of Contractor unless the context requires otherwise.

¹ Laws 245 and 247 of 2017 (codified at New York City Charter (“Charter”) Section 8 subdivision (h) and Sections 23-1201 to -1205 of the Administrative Code of the City of New York (“Admin. Code”), collectively, the “Identifying Information Law”) went into effect on June 15, 2018. Such laws apply to “human services” contracts and subcontracts and other contracts designated by the Chief Privacy Officer that involve the collection, retention, or disclosure of “Identifying Information” in connection with services provided under a City contract or subcontract (“covered contracts”). The Identifying Information Rider (and not the Privacy Protection Rider) applies to covered contracts.

² “Sensitive Identifying Information” means certain types of identifying information which the agency privacy officer or Chief Privacy Officer has determined that alone, or in combination with other information may, based upon their very nature or under specific facts and circumstances, pose a higher risk of harm to an individual or members of an individual’s household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.

- vi. “Exigent Circumstances” means circumstances when a collection or disclosure of identifying information is urgently necessary, such that procedures that would otherwise be required, such as prior review and approval by the agency privacy officer or Chief Privacy Officer, might cause undue delays.
- vii. “Identifying Information” means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual. Identifying Information includes, but is not limited to: name, sexual orientation, gender identity, race, marital or partnership status, status as a victim of domestic violence or sexual assault, status as a crime victim or witness, citizenship or immigration status, eligibility for or receipt of public assistance or city services, all information obtained from an individual’s income tax records, information obtained from any surveillance system operated by, for the benefit of, or at the direction of the New York City Police Department, motor vehicle information or license plate number, biometrics such as fingerprints and photographs, languages spoken, religion, nationality, country of origin, place of birth, date of birth, arrest record or criminal conviction, employment status, employer information, current and previous home and work addresses, contact information such as phone number and email address, information concerning social media accounts, date and/or time of release from the custody of the Administration for Children’s Services, the Department of Correction, or the New York City Police Department, any scheduled court appearances, any scheduled appointments with the City, the Contractor or its subcontractor that provides human services or other services designated by the Chief Privacy Officer, and any other category of information designated by the Chief Privacy Officer, including but not limited to: an individual’s Social Security number, date of birth, Internet Protocol (“IP”) address; taxpayer identification number; device identifier, including media access control (“MAC”) address or Internet mobile equipment identity (“IMEI”); GPS-based location obtained or derived from a device that can be used to track or locate an individual; social media account information; and any identifier that can identify an electronic device linkable to an individual.
- viii. “Permitted Use” means the use of Identifying Information only as necessary to carry out the activities described in this Agreement.
- ix. “Sensitive Identifying Information” means Identifying Information which a City agency privacy officer or the City’s Chief Privacy Officer has determined that alone, or in combination with other information may, based upon its very nature or under specific facts and circumstances, poses a higher risk of harm to an individual or members of an individual’s household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.
- x. “Source Data” means Identifying Information that was initially collected by an agency that maintains such information within such agency’s recordkeeping system.

B. Scope.

The restrictions on collection, use, disclosure of, and access to Identifying Information apply to information that Contractor has received from the City or has otherwise acquired for purposes of this Agreement.

C. Collection.

Absent Exigent Circumstances, Contractor shall not collect Identifying Information unless such collection (a) has been pre-approved in writing by the Agency collecting it, in consultation with its Agency Privacy Officer or other agency counsel, the Chief Privacy Officer, and other Agency staff as necessary, and the collection of such Identifying Information is in furtherance of Contractor's obligations under this Agreement; (b) is required by law or treaty; (c) is by the New York City Police Department in connection with a criminal investigation; or (d) is by a City agency in connection with the welfare of a minor or other individual who is not legally competent. If the Identifying Information to be collected by Contractor, with an Agency's approval, is Source Data from one or more other Agencies, the agency privacy officers from the respective agencies shall coordinate with each other to determine whether the collection is appropriate. The Agency Privacy Officer of the Agency approving Contractor's collection of the Identifying Information will determine whether the collection is authorized.

D. Disclosure.

- i. Absent Exigent Circumstances, Contractor shall not disclose Identifying Information unless such disclosure: (a) has been authorized in writing by the individual to whom such information pertains or, if such individual is a minor or is otherwise not legally competent, by such individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual; (b) has been pre-approved in writing by the Agency, in consultation with the Agency Privacy Officer, other agency counsel, the Chief Privacy Officer, and other Agency staff as necessary, and the disclosure of such Identifying Information is in furtherance of Contractor's obligations under this Agreement; (c) is required by law or treaty; (d) is by the New York City Police Department in connection with a criminal investigation; or (e) is required by a City agency in connection with the welfare of a minor or other individual who is not legally competent, subject to Section E(iii). If the Identifying Information to be disclosed by Contractor, with an Agency's approval, is Source Data from one or more other Agencies, the agency privacy officer from the contracting Agency shall coordinate with the source Agency or Agencies to determine whether the disclosure is authorized.
- ii. Contractor shall not make use of Identifying Information for the benefit of another, nor shall Contractor publish, sell, license, distribute, or otherwise reveal the Identifying Information without the prior written authorization of the individual or by such other person with legal authority to consent on behalf of the individual, or prior written approval of the Agency Privacy Officer or other agency counsel. Except as authorized in this Agreement, all third-party requests for Identifying Information received by the Contractor shall be promptly communicated to the Agency upon receipt and handled by the Contractor following the directions of the Agency Privacy Officer or other agency counsel, unless otherwise required by law.
- iii. If disclosure of the Identifying Information by Contractor is required under the provision of any subpoena, judicial or administrative order, or otherwise pursuant to applicable law, Contractor shall: (a) as soon as practicable, but in no event later than five (5) business days

from receipt of said subpoena, judicial or administrative order, or request pursuant to applicable law requiring such disclosure, notify the Agency Privacy Officer or other agency counsel in order to allow the Agency to seek a protective order as appropriate; and (b) disclose the Identifying Information only to the extent allowed under a protective order, if any, or as necessary to comply with the subpoena, judicial or administrative order, or applicable law.

E. Exigent Circumstances.

In the event Contractor collects or discloses Identifying Information due to Exigent Circumstances, with no other basis for collection or disclosure under subdivisions b or c of Section 23-1202, Contractor shall send the Agency Privacy Officer or other agency counsel information about such collection or request and disclosure, along with an explanation of why such Exigent Circumstances existed, as soon as practicable after such collection or disclosure but not to exceed seventy-two (72) hours. This section shall not require any such notification for collection or disclosure of Identifying Information that: (a) is required by the New York City Police Department in connection with an open criminal investigation; (b) is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent; or (c) occurs in the normal course of performing Contractor's obligations under this Agreement and is in furtherance of law enforcement or public health or safety powers of the Agency under Exigent Circumstances. If the Agency determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure shall be considered an unauthorized collection or disclosure pursuant to Section F below.

F. Unauthorized Collection, Use, or Disclosure of, or Access to Identifying Information.

- i. If an individual's Identifying Information is collected, used, disclosed, or accessed, without authorization in violation of this Rider, Contractor shall promptly notify the Agency Privacy Officer (providing the information required in Section G(iv) below), in no event more than seventy-two (72) hours from the discovery of such unauthorized collection, use, disclosure, or access so that the Agency can investigate the incident.
- ii. If such collection, use, disclosure, or access requires notification to the affected individual(s) pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, at the direction of the Agency Privacy Officer, Contractor shall (a) make reasonable efforts to notify such individual(s) in writing of the Identifying Information disclosed or accessed and to whom it was disclosed or accessed as soon as practicable, or (b) cooperate with the Agency's efforts to notify such individual(s) in writing.
- iii. Contractor shall take all reasonably necessary steps to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.
- iv. Contractor's notice to the Agency shall include a description of the nature of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information, the type(s) of Identifying Information that may have been used, disclosed or accessed, the names and/or the affiliations of the parties (if known) who gained access to data without authorization, and a description of the steps taken, if any, to mitigate the effects of such unauthorized collection, use, disclosure, or access, in accordance with all relevant laws and regulations.

- v. Contractor shall fully cooperate with the City's investigation of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information. Cooperation, as requested by the City and/or its designees, shall include but not be limited to:
 - a. Providing information relating to Contractor's security controls, processes, and the relevant incident. This includes making available to the City and/or its designees all relevant reports and records, certifications, documented policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, data reporting, incident reports or evaluations, remedial measures, verbal interviews with Contractor employees, subcontractors, and other individuals with knowledge of Contractor's security controls, processes and/or the relevant incident, and other materials required for either or both the City and Contractor to comply with applicable law or as otherwise requested by the City and/or its designees;
 - b. Providing the name, e-mail address, phone number, and title of a contact with sufficient knowledge and authority who shall respond promptly to City representatives in the event of unauthorized collection, use, or disclosure of, or access to Identifying Information. Contractor shall notify the Agency Privacy Officer in writing if this contact changes;
 - c. Submitting to an evaluation or audit by the City and/or its designees of Contractor's security controls, processes, and the relevant incident;
 - d. Conducting an evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such evaluation or audit to the City and/or its designees; and
 - e. Obtaining an independent evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such independent evaluation or audit to the City and/or its designees.
- vi. The City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, administrative or judicial order, or the Chief Privacy Officer to address the unauthorized disclosure, including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such an unauthorized disclosure by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Agency shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.
- vii. Section G(i) shall not require any notification that would violate any law or interfere with an investigation or otherwise compromise public safety pursuant to subdivision c of Section 23-1205.

G. Additional Requirements.

- i. In connection with this Agreement, collection, use, or disclosure of, or access to Identifying Information is restricted to “Authorized Users” for a “Permitted Use.”
- ii. Contractor shall ensure that effective physical, technological, and procedural safeguards are in place to protect the security of Identifying Information, including but not limited to ensuring that its personnel, subcontractors, and agents understand their obligations under this Agreement and applicable laws and regulations. Contractor shall protect against any anticipated hazards or threats to the integrity or security of the Identifying Information and any unauthorized access to or disclosure of such information, and shall take reasonable measures to prevent any other action that could result in harm to the City and the individuals whose Identifying Information is held in Contractor’s custody.
- iii. Contractor shall comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Department of Information Technology and Telecommunications (DoITT) and New York City Cyber Command (NYC3), as they relate to Identifying Information, which are available at <https://nyc.gov/infosec>. Contractors shall comply with such Requirements as they may be modified from time to time.

H. Retention.

Contractor shall retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the Agency Privacy Officer, other agency counsel, or the Chief Privacy Officer.

I. Destruction.

If the Agency instructs Contractor to destroy Identifying Information obtained in connection with this Agreement, Contractor shall destroy it within five (5) business days after receiving the instruction, subject to any litigation holds. Contractor shall provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within thirty (30) days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor shall promptly explain in writing why it is impossible, and shall, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and shall maintain such Identifying Information in accordance with this Rider.

J. Reporting and Coordination.

Contractor shall provide the Agency with reports, as requested by the Agency Privacy Officer, other agency counsel, or Chief Privacy Officer, regarding the collection, use, retention, disclosure of, and access to Identifying Information by Contractor, and including any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer. Contractor shall comply with directions of the Agency Privacy Officer, other agency counsel, and Chief Privacy Officer concerning reporting and coordination in relation to this Agreement.

K. Conflicts with Provisions Governing Records, Audits, Reports, and Investigations.

To the extent allowed by law, the provisions of this Rider shall control if there is a conflict between any of the provisions of this Rider and, as applicable, Article 5 of Appendix A (General Provisions

Governing Contracts for Consultants, Professional, Technical, Human, and Client Services); or if Article 5 of Appendix A does not apply, the Investigations Clause.

L. Subcontracts.

- i. Contractor shall include this Rider in all subcontracts to provide services in connection with this Agreement.
- ii. Contractor agrees that it is fully responsible to the Agency for the compliance with this Rider by its subcontractors in connection with this Agreement.

M. Disclosures of Identifying Information to Third Parties.

Contractor shall comply with the Citywide Privacy Protection Protocols of the Chief Privacy Officer concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

N. Construction.

As between the provisions of this Rider and the provisions elsewhere in this Agreement (including any attachment thereto), the more restrictive provision will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SUMMER YOUTH EMPLOYMENT PROGRAM SCOPE OF WORK
CUNY RECOVERY CORPS

ARTICLE I-DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

1. "ADA" means the federal Americans with Disabilities Act.
2. "Agreement" means the Interagency Agreement between DYCD and CUNY.
3. "City" means New York City.
4. "CUNY" means City University of New York.
5. "DYCD" means the City Department of Youth and Community Development.
6. "COVID-19" means the novel coronavirus discovered in 2019 that led to the issuance of New York State Governor's Executive Order 202, *et. seq.*, ("E.O. 202"), declaring a State disaster emergency for the entire State of New York.
7. "DYCD Fiscal-Manual" means the Fiscal Manual for Community Based Organizations, as amended or revised during the Term, as defined in the Agreement, published by DYCD.
8. "Enrollment Requirements" mean the minimum documentation required to be presented to CUNY in order to participate in SYEP, including valid Identification, Residency, Education, and Working Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.
 - a. "Identification Documents" means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.
 - b. "Residency Documents" means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant's parent or guardian if Participant is aged 17 or younger, Participant's official school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.
 - c. "Education Documents" means proof that the Participant is enrolled in a CUNY college or university program (i.e., attended CUNY during the semester prior to the program).
9. "Working Documents" means proof that the Participant is eligible to work, such as a birth

certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Service.

- a. Participants under age 18 must also provide age appropriate New York State employment certificates.
 - b. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration.
10. "Participant" means a City resident aged sixteen (16) through twenty-four (24) as of the first day of the Program Period, who meets the Enrollment Requirements of SYEP for CUNY and is enrolled in SYEP.
 11. "Participant Enrollment Survey" or "PES" means the standardized assessment tool provided by DYCD to CUNY to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Participant's Work Assignment and Supportive Services. The PES consists of several forms, some of which are to be filled out by CUNY and others by the Participant and the Participant's parent or guardian if aged 17 or younger.
 12. "Private Sector" means for-profit or non-governmental entities, as well as to large private, not-for-profit organizations such as hospitals and universities.
 13. "Professional and Technical Development" means training directly related to a Participant's Work-Based Learning Assignment, course of study, or bearing a career pathway credential.
 14. "Program Facility/ies" means the location/s from which CUNY normally administers the SYEP Program and provides Program Services as defined herein, except those Work Assignments designated to be provided at Worksites. Program Facility/ies are not required to be used for Program Services, except for rare exceptions as outlined herein, due to COVID-19.
 15. "Program Period" means a continuous six-week period, scheduled each summer by DYCD, during which Participants participate in Work-Based Experience/s.
 16. "Program Services" include, but are not limited to, the following services provided by CUNY:
 - a. Participant outreach and recruitment;
 - b. Worksite and Work-Based Experiences and Professional and Technical Development;
 - c. Participant application, selection and enrollment;
 - d. Participant Work-Based Experiences matching and placement, including developing, implementing, and maintaining the PES for each Participant;
 - e. Work Readiness Training;
 - f. Supportive Services; and
 - g. Work-Based Experiences.
 17. "Staff" means all persons, whether paid or volunteer, engaged by CUNY or a subcontractor to provide Program Services pursuant to the Agreement.
 18. "State" means New York State.

19. "Supportive Services" include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by CUNY to be necessary for participation in SYEP.
20. "SYEP" means Summer Youth Employment Program.
21. "SYEP Manual" means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD's policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.
22. "Work Assignment/s" means a job at a Worksite in which a Participant shall be placed for their Work Based Experience, based on CUNY's assessment of the participants' age, skills, needs, and interests. Work Assignments shall be developed by CUNY in conjunction with the Worksite Sponsor.
23. "Work Readiness Training" means lectures, workshops, and other activities which are for the benefit of Participants, which will take place prior to the commencement of Work Based Experiences, and which will incorporate the required curriculum components that will be provided to CUNY by DYCD and for which Participants are not compensated.
24. "Work-Based Experience/s" means time spent by Participants performing work or receiving employment training.
25. "Worksite/s" means SYEP site/s, sponsored by government agencies, not-for-profit, and for-profit organizations ("Worksite Sponsor/s"), at which Work Based Experiences take place.
26. "Youth with Disabilities" shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II-PROGRAM SERVICES

CUNY shall provide Program Services in accordance with this Agreement, including but not limited to the SYEP Manual, and the Fiscal Manual; and the high standards of professional quality customary to CUNY's industry and including any changes in laws and regulations due to the COVID-19 pandemic as follows:

1. SYEP Goals.

- a) CUNY shall -provide Program Services either over digital platforms or in-person consistent with the goal of helping Participants achieve the following objectives:
 - i. Develop skills, including communication, critical thinking, decision-making and problem-solving skills;
 - ii. Learn work norms and cultures;
 - iii. Understand pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and

- career advancement;
 - iv. Build their professional networks; and
 - v. Learn to manage money (e.g. budgeting, opening a bank account).
- b) CUNY shall develop Work-Based Experiences and Professional and Technical Development that:
- i. Introduce Participants to the world of work and expose Participants to career Pathways and opportunities; and
 - ii. Help build essential work-readiness skills; and
2. Work Based Experience Development and Professional and Technical Development.
- a) CUNY shall identify and develop a range of Work Assignments in which Participants may be placed to meet the required hours and the goals of the Work-Based Experience.
- b) CUNY shall arrange for Participants to fall into one of two tracks:
- i. Track One: CUNY shall arrange for twenty-five (25) hours of Work Based Experience for each Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.
 - ii. Track Two: CUNY shall arrange for a minimum of seventy-five (75) hours of Work-Based Experience and up to seventy-five hours (75) of Professional and Technical Development for each Participant, for a total of one hundred fifty (150) hours over the Program Period. CUNY may use discretion in developing a schedule for Work-Based Experience and Professional and Technical Development each week, as long as the schedule provides twenty-five (25) hours for each Participant during each week of the Program Period.
- c) CUNY may schedule Work-Based Experiences on any day of the week, including weekends. CUNY should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance, and complies with the permitted working hours for minors under the age of eighteen (18) set by the State Department of Labor.
- d) CUNY should endeavor to develop Work Based Experiences that connect to one of the City's four priority recovery sectors: public health, education, support of non-profit organizations and small businesses, and democracy (including connection to public services).
3. Participant Outreach and Recruitment.
- a) CUNY shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, emails, and webpages.
 - b) CUNY shall attempt to recruit five thousand (5000) prospective Participants.
 - c) CUNY is strongly encouraged to recruit prospective Youth with Disabilities.

- d) CUNY shall recruit and serve Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in NY Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws rules or regulations.

4. Participant Application, Selection, and Enrollment.

- a) CUNY shall encourage Participants to complete applications and shall assist Participants with their applications.
- b) CUNY shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:
 - i. CUNY shall notify Participants of the scheduled enrollment dates
 - ii. CUNY shall verify that each prospective Participant has provided all documents necessary to meet the Enrollment Requirements.
 - iii. CUNY shall ensure that a PES is completed for each Participant, using forms provided to CUNY by DYCD ("PES Forms"), and shall maintain PES Forms as a record. CUNY shall use the PES to assess each Participants' specific interests, strengths, and needs, and to determine the Participant's Work Assignment and Supportive Services, where necessary.
- c) If CUNY enrolls a replacement Participant, CUNY will only be considered to have served a single Participant.
- d) CUNY shall not charge, impose, or request, nor allow any Worksite or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application or employment of any Participant.

5. Orientation.

- a) During the period from May until Participants start at their Work Assignments, CUNY shall provide the requisite Orientation.
- b) CUNY shall ensure that Participants understand that completion of orientation is a prerequisite to an offer of a Work Assignment.
- c) Orientations shall be unpaid, meaning that Participants will not be compensated for attendance. CUNY shall ensure that Participants understand that they will receive no compensation for attending the session/s. Additionally, CUNY shall ensure that Orientations are entirely for the benefit of Participants and that Participants do not complete any employment related work during Orientations.
- d) CUNY shall monitor, record in writing, verify, and report Participant attendance at Orientation.

- e) CUNY shall provide all Participants with sexual harassment prevention training issued by the New York City Commission on Human Rights prior to placement at the Worksite. In the event that a Participant reports an incident of sexual harassment at a Worksite to a Worksite representative, CUNY must notify DYCD and must cooperate with any investigation conducted by DYCD.

6. Participant Matching and Placement

- a) During the period May through June, and later as necessary, CUNY shall place each Participant in the Work Assignment that best corresponds with the Participant's needs, goals, and interests, in order to help the Participant:
 - i. Develop skills, including communication, critical thinking, decision-making and problem-solving skills;
 - ii. Understand pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement; and
 - iii. Build their professional networks.
- b) CUNY shall ensure that all Work Assignments comply with applicable laws and regulations, including but not limited to child labor laws, the ADA, New York State School-Aged Child Care Regulations, and the New York State Department of Health Sanitary Code as it applies to children's camps.
- c) Participants will earn the minimum wage for work and/or Professional and Technical Development performed during the Program Period, up to a maximum of twenty five (25) hours per week for each week of the Program Period, for up to a total of one hundred fifty (150) hours over the Program Period. This includes Work Experiences that offer a minimum seventy-five (75) hours of work and a maximum seventy-five (75) hours of training.
- d) Work Based Experience shall take place virtually, at worksites, or a hybrid of the two.

7. Work Based Experience/s and Professional and Technical Development.

- a) During the period of July through August, CUNY shall require each Worksite to prepare, maintain, verify, and report timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite, either in-person remotely or hybrid, for each week of the Program Period. For Participants assigned to Track Two, CUNY shall also prepare, maintain, verify and report timesheets for each Participant's time spent in Professional and Technical Development for each week of the Program Period.
- b) CUNY shall monitor, record, verify, and report Participants' hours worked and spent in Professional and Technical Development where applicable, in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.
- c) CUNY shall require each Worksite to complete one (1) evaluation of each

Participant once during the Program Period, using evaluation forms supplied by DYCD.

- d) DYCD may increase or decrease the required number of Work-Based Experience and/or Professional and Technical Development hours provided to each Participant during the Agreement term or in any renewal term.
- e) CUNY shall administer a survey, which shall be provided by DYCD to CUNY, to Participants during the final week of the program in order to elicit their feedback on SYEP. CUNY shall not withhold a Participant's earnings in order to ensure that a Participant completes the survey.

8. Supportive Services

- a) Throughout the duration of the Program Services outlined above, CUNY shall leverage its variety of Supportive Services as needed in accordance with Participants' PES.
- b) If CUNY refers Participants to other providers, all Supportive Services referral agreements between CUNY and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and CUNY.
- c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.
- d) CUNY shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.
- e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom CUNY has entered into a referral agreement.

ARTICLE III - ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

- 1. CUNY shall comply with all DYCD policies, administrative procedures, and reporting requirements including any guidance regarding safety and protocols related to COVID-19, as set forth herein, and in accordance with the SYEP Manual and DYCD Fiscal Manual.
- 2. CUNY shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.
- 3. Resources.
 - a) CUNY shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services and perform necessary administrative functions throughout the Term, including, but not limited to:
 - i) Program evaluation;

- ii) Implementation of corrective action required by DYCD;
 - iii) Program monitoring;
 - iv) Fiscal reporting, review, potential audits, and close-out of the Program.
 - b) CUNY shall ensure that appropriate Program Staff are trained to perform programmatic and fiscal monitoring and reporting in accordance with DYCD procedures and requirements and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting.
4. Program Facility/ies. CUNY shall comply with the following requirements for providing In-Person Services:
- a) CUNY shall review and comprehend the NY State Forward office re-opening guidance for essential businesses. Per Executive Order 202.6 issued by the Governor of the State of New York, human service providers are designated as essential businesses. CUNY shall submit an electronic affirmation to New York State that it has reviewed the re-opening guidance and shall operate in accordance with such guidance.
 - b) CUNY shall complete a “NY State Forward Safety Plan Template” for each Program Facility prior to commencing In-Person Services. Each Program Facility shall have a copy of such Safety Plan on file, which shall be made available to DYCD and other City and State oversights for inspection upon request. CUNY shall designate a Site Safety Monitor at each Program Facility who shall ensure compliance with Safety Plan.
 - c) CUNY shall comply with all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures, including Executive Order Number 202 “Declaring a Disaster Emergency in the State of New York” issued on March 7, 2020, and subsequently continued, for as long as such orders are in effect.
 - d) CUNY shall assess the Staff-to-Participant ratio and make reductions where necessary to ensure that Staff and Participants are properly socially distanced.
 - e) CUNY shall comply with any additional DYCD, City, State or federal guidance provided from time to time with respect to COVID-19 Public Health Provisions.
5. Worksite/s
- a) Worksite/s hosting Participants either in-person or hybrid must be accessible by public transportation and be in compliance with applicable licensing requirements.
 - b) CUNY shall recruit, identify, and develop a sufficient number of Worksites and Work Assignments to provide structured work environments to all Participants. All Worksites must be able to provide a planned, well-supervised work experience for Participants, whether in-person, remote, or hybrid. CUNY shall enter information for every Worksite into the worksite management system designated by DYCD and have the designated CUNY representatives review and approve the Worksite.
 - c) Pursuant to the ADA, Worksite/s must be accessible in accordance with the ADA

Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

- d) Each Worksite shall maintain a Supervisor-to-Participant ratio no greater than 1:12 at a given time, ample equipment and supplies, and a safe, hazard-free work environment.
 - e) Drug-Free Workplace. CUNY shall ensure that all Worksites comply with the drug-Free Workplace Requirements outlined in the SYEP Manual. CUNY shall record electronically, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form provided by DYCD ("Drug-Free Workplace Certificate").
 - f) Guidelines and Orientations. CUNY shall provide policy and procedures guidelines and in-service orientation to each Worksite and ensure that each implements and maintains appropriate Worksite policies and procedures specific to the employment of SYEP Participants. Such orientation for Worksite Supervisors and relevant staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques. The orientations may be administered remotely.
 - g) Out of City Worksites:
 - i) In-person and hybrid Worksite/s must be located in New York State. Remote Worksite/s may be located outside of New York State;
 - ii) In-person and hybrid Worksite/s must be located within one hundred (100) miles of DYCD's business address at 2 Lafayette Street, New York, NY 10007;
 - iii) All Worksite/s must meet the same SYEP requirements as those located within the City; and
 - iv) CUNY shall arrange for safe, convenient, and free transportation to and from Worksite/s facilities outside the City for Participants at these locations.
 - h) Worksite Monitoring by CUNY shall include the following:
 - i) CUNY shall visit each Worksite at least one (1) time before Participants begin working, in order to ensure its suitability and readiness for SYEP. These visits can take place in person or virtually.
 - ii) CUNY shall visit each Worksite at least one (1) time during the Program Period to ensure that Participants are working and that the Worksite complies with SYEP policies and procedures. These visits can take place in person or virtually.
 - iii) CUNY shall submit a summary of each visit on the form provided by DYCD via the worksite management system designated by DYCD.
6. SYEP Participant Compensation.
- a) CUNY shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD ("Payment Management System"), in accordance with the SYEP Manual and the following:
 - i) CUNY shall require the appropriate members of its staff to attend training sessions

- on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;
- ii) CUNY shall cooperate with the payment provider designated by DYCD ("Payment Provider") and/or DYCD in resolving any payment issues during the Program Period; and
 - iii) Disputes between CUNY and the Payment Provider shall be resolved in accordance with DYCD policies and procedures.
 - iv) CUNY shall limit the number of staff with access to the Payment Management System to the minimum number necessary, and prohibit staff from sharing passwords for the purpose of gaining access to the Payment Management System.
- b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, CUNY shall enter the total number of hours worked or spent in Professional and Technical Development by Participants enrolled in Track 2 into the Payment Management System, based on Participants' weekly timesheets that have been independently verified by appropriate CUNY staff. Each completed weekly timesheet may be completed digitally and must reflect the actual hours worked or spent in Professional and Technical Development by the named Participant and must bear signatures, which may be electronic, of the following:
- i) the named Participant;
 - ii) a representative of the Worksite assigned to supervise and verify the hours actually worked by the Participant; and
 - iii) a representative of CUNY assigned to work with the Worksite Sponsor to verify the Worksite's attestation of the hours worked.
- c) CUNY shall regularly monitor for evidence of fraudulent timesheets. In the event that CUNY suspects timesheet/s to be fraudulent, CUNY must reach out to the Participant or Worksite, as appropriate, to attempt to verify the hours. Disputes about hours shall be resolved in accordance with DYCD policies and procedures.
- d) Enrollment in Direct Deposit. CUNY shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. CUNY shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.
- e) Payment Cards. If, after being counseled by CUNY on the option to enroll in direct deposit, Participants choose to receive a payment card, DYCD or its payment provider shall mail the payment cards to Participants directly.
- f) CUNY shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.
- g) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. CUNY shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes

that cannot be resolved.

- h) At the end of the calendar year, the Payment Provider will send IRS Form W-2 directly to Participants. CUNY shall be responsible for responding to inquiries regarding IRS Form W-2, as well as for providing replacement Forms.

7. Record Keeping and Reporting.

- a) CUNY shall complete an electronic application from each Worksite Sponsor ("Worksite Application") for each Worksite, which outlines the Worksite Sponsor's obligations and responsibilities related to the operation of the Worksite, as well as an acknowledgment of the SYEP terms and conditions. Nothing contained in the Worksite Application shall impair DYCD's rights under this Agreement, relieve CUNY of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Worksite Sponsor or Participant.
- b) CUNY shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.
- c) CUNY shall respond, without undue delay, to all requests for Program-related, Facility-related, and/or Worksite-related data from DYCD.
- d) CUNY shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.
- e) CUNY shall keep, maintain, and submit appropriate electronic financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.
- f) CUNY shall make, complete, and maintain program records and electronic reports as required by DYCD, including, but not limited to, the following:
 - i) Electronic records of fiscal, program, or statistical information in the forms as indicated by DYCD;
 - ii) Electronic Participant application and enrollment documents, including, but not limited to, Identification Documents, Residency Documents, and Working Documents;
 - iii) Completed electronic PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;
 - iv) Weekly Participant timesheets, which may be electronic, that have been verified by CUNY and accurately reflect Participant hours spent in Work Based Experience and Professional and Technical Development, if applicable.

8. Data Sharing

- a) In order to analyze and report on SYEP CUNY Recovery Corps Applicants and Participants, CUNY will have the ability to request Applicant and Participant date of birth and social security numbers. This information will be transmitted between DYCD and CUNY through a confidential data sharing application.
- b) DYCD does not anticipate any additional costs incurred by this data share. However, in

the event that additional costs are incurred, CUNY shall be responsible for paying these costs.

9. Incident Reporting.

- a) CUNY shall notify DYCD of any incident of abuse by any of CUNY's administrators or staff both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services and applies to virtual/remote occurrences. This notification must be made by email to DYCD as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a report submitted through Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.
- b) CUNY shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from CUNY's activities and obligations under the Agreement and applies to virtual/remote occurrences. Injuries or incidents involving the police, fire department or an ambulance, or inappropriate conduct on the part of CUNY staff, must be reported to DYCD by email as soon as possible, but no later than twenty-four (24) hours after the incident occurred, All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred

10. Meetings and Trainings. CUNY shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD, which may be virtual. CUNY shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting.

11. Marketing and Materials.

- a) Co-Branding/Marketing. CUNY shall conduct SYEP and CUNY Recovery Corps marketing and outreach in accordance with this Scope of Work The guidelines include, but are not limited to the following requirements:
 - i. To include the "Summer Youth Employment Program" or "SYEP" and CUNY Recovery Corps language in all Program-related signage, publications, print materials, communications, and advertisements, whether physical or digital.
 - ii. To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.
 - iii. Notwithstanding anything to the contrary contained herein, CUNY shall not be obligated to develop or produce marketing materials for SYEP.
- b) All marketing activities of CUNY or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD or another City agency acting on the behalf of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.
- c) CUNY shall adopt an appropriate social media policy that conforms to the requirements

in Social Media Policy for DYCD Providers (found at [http://www1.nyc.gov/assets/dvcd/downloads/pdf1/DYCD Provider Social Media Policy.pdf](http://www1.nyc.gov/assets/dvcd/downloads/pdf1/DYCD%20Provider%20Social%20Media%20Policy.pdf)) to guide social media communications between Staff and Participants.

ARTICLE IV - STAFFING REQUIREMENTS

1. **Staff Screening and Hiring.** CUNY shall recruit, screen, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:
 - a. CUNY shall screen the backgrounds of all prospective staff members before hiring or retaining the same, and shall require that all Worksite Sponsors screen the backgrounds of all of their prospective SYEP staff members, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:
 - i. Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:
 1. sexual misconduct, especially involving minors;
 2. violent or assaultive behavior directed against persons or property which caused serious injury or damage;
 3. theft of public property;
 4. bribe receiving or offering;
 5. possession or use of weapons of any kind; and
 6. acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of participants or other personnel.
 - ii. Employment history, including verification of same through direct contact by CUNY with former employers;
 1. Employment eligibility, including, where appropriate, verification of educational credentials and certification status;
 2. Any other relevant information related to character, conduct, or background.
 - b. Before hiring or retaining any prospective Staff member with a criminal conviction history, CUNY shall obtain requisite permission with CUNY Counsel of such person's criminal conviction history.
 - c. CUNY shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.
 - d. CUNY shall require its Staff members and Worksite Supervisors to report any arrest

or criminal conviction to CUNY as soon as possible.

- e. Upon receiving notice of any criminal conviction of a CUNY Staff member or Worksite Supervisor, CUNY shall inform CUNY Counsel for appropriate action.
 - f. Upon receiving notice of any arrest of a CUNY Staff member or Worksite Supervisor, CUNY shall assess whether:
 - i. the Staff member's presence at the Facility poses a threat to Participants, before allowing such Staff member to return to the Facility where Participants are present. If it is determined that the presence of such CUNY Staff member at the Facility poses a threat to Participants, such CUNY Staff member shall be barred from the Facility pending resolution of the criminal matter. CUNY shall ensure that any vacancy resulting from the barring of such CUNY Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV; or
 - ii. the Worksite Sponsor staff member's presence at the Worksite poses a threat to Participants, before allowing Participants to return to the Worksite. If it is determined that the presence of such Worksite Supervisor at the Worksite poses a threat to Participants, CUNY will be required to re-assign Participants to an alternative Worksite pending resolution of the criminal matter.
 - iii. If CUNY's assessment results in a decision to re-assign CUNY Staff member/s or Participant/s, CUNY shall inform CUNY Counsel as soon as possible.
2. Fingerprinting CUNY shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), undergo background checks, including but not limited to finger printing, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, CUNY shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.
3. Staffing Levels CUNY shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services throughout the Term and any renewal term.

EXHIBIT B
BUDGET

CUNY - SYEP Budget (FY21 & FY22)

<u>Categories</u>	<u>Total Budget</u>	<u>FY21</u>	<u>FY22</u>
Wages	\$1,182,573	\$819,953	\$362,620
Fringe (35% cap)	\$413,901	\$286,983	\$126,917
Total PS	\$1,596,474	\$1,106,936	\$489,537
OTPS	\$47,299	\$32,795	\$14,504
Total Direct Cost	\$1,643,773	\$1,139,732	\$504,041
Indirect Cost	\$164,377	\$113,973	\$50,404
Total Budget	\$1,808,150	\$1,253,705	\$554,445
