FIRST MODIFICATION TO THE VULNERABLE YOUTH WORKING GROUP MEMORANDUM OF UNDERSTANDING

-between-

THE CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES
-and-

THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES
-and-

THE CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT
-and-

THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION
-and-

THE CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES
-and-

THE CITY OF NEW YORK
DEPARTMENT OF PROBATION
-and-

THE CITY OF NEW YORK
MAYOR'S OFFICE OF CRIMINAL JUSTICE
-and-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

THIS FIRST MODIFICATION TO THE MEMORANDUM OF UNDERSTANDING ("First Modification"), effective as of March 1, 2020, is made and entered into by and between the following: the New York City Administration for Children's Services ("ACS"), located at 150 William Street, New York, NY 10038; the New York City Center for Youth Employment ("CYE"), located at 253 Broadway, New York, NY 10038; the New York City Human Resources Administration/ Department of Social Services ("HRA"), with offices located at 150 Greenwich Street, New York, New York 10007; the New York City Department of Education ("DOE"), located at 52

Chambers Street, New York, NY 10007, including its District 75 Office of Inclusive Education ("District 75"), located at 400 First Ave, 8th Floor, New York, NY 10010, its Office of Community Schools – Students in Temporary Housing ("STH"), located at 52 Chambers Street, Suite 3M, New York, NY 10007, and its Office of Alternative Schools and Programs ("ACCESS"), located at 90-01 Sutphin Boulevard, Jamaica, NY 11435; the New York City Department of Homeless Services ("DHS"), located at 33 Beaver Street, New York, New York 10004; the New York City Department of Probation ("DOP"), located at 33 Beaver Street, New York, New York 10004; the New York City Mayor's Office of Criminal Justice ("MOCJ"), located at 1 Centre Street, 10th Floor, New York, New York 10007; and the New York City Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, 21st Floor, New York, New York 10007 (each a "Party," and collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, ACS, CYE, DOE STH, DOE District 75, DHS, DOP, and DYCD entered into a Memorandum of Understanding (the "MOU") in order to collaboratively facilitate operation of the Vulnerable Youth option of the Summer Youth Employment Program ("SYEP") through the Vulnerable Youth Working Group ("VY Working Group"); and

WHEREAS, DOE ACCESS serves any student in NYC whose path to a high school diploma has been disrupted and provides programs to help students get on track to receive a high school, or equivalency, diploma, while simultaneously exploring and preparing for college and career opportunities; and

WHEREAS, HRA administers federal and New York State cash assistance programs for New York City residents, which includes skills assessment, training, job search and retention and career advancement services; and

WHEREAS, MOCJ advises the Mayor and First Deputy Mayor on criminal justice policy and is the Mayor's representative to the courts, district attorneys, defenders, and state criminal justice agencies, which includes operating Alternative to Incarceration programs for young people and adults in adult criminal and supreme court, the Supervised Release program for young people and adults awaiting trial in adult criminal and supreme court, and Alternative to Detention programs for young people in family court; and

WHEREAS, DOE ACCESS, HRA, and MOCJ wish to join the VY Working Group; and

WHEREAS, pursuant to Article 16, Section A of the MOU, the Parties, including DOE ACCESS, HRA, and MOCJ, now wish to modify the MOU; and

NOW, THEREFORE, the Parties have agreed and do agree as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the MOU.

2. The Vulnerable Youth SYEP program has been rebranded as "Emerging Leaders." For the purposes of this First Modification and for clarity, the terms "Vulnerable Youth," "VY," and "VY Working Group," shall continue to be used herein.

3. Article 6 shall be amended as follows:

    A. DOE ACCESS shall be added as additionally responsible for completing the Scope of Services listed therein.

    B. Paragraph A, Section 3, shall be amended to add "as available" at the end thereof.

4. Article 9, Paragraph A, shall be amended by adding to the end thereof: "Effective March 1, 2020, DYCD shall amend the definition of Participant in the VY Option Scope of Work to also include:

    A. Young adults served by the Human Resources Administration Cash Assistance program who are aged 17-24 at the start of SYEP program services; and

    B. Youth and young adults enrolled in DOE ACCESS schools who are aged 14-24 at the start of SYEP program services."

5. Article 10 shall be amended according to the following:

    A. Paragraph C shall be amended to add DOE ACCESS and DOE STH to the responsibility for costs described therein.

    B. A paragraph G shall be added, which shall state: "HRA shall be responsible for the costs of administering program services, as outlined below in Article 17."

    C. A paragraph H shall be added, which shall state: "MOCJ shall be responsible for the costs of administering program services, as outlined below in Article 18."

6. Article 11 shall be amended to add to the end thereof:

    For DOE ACCESS:

    Timothy F. Lisante, PhD
    Executive Superintendent
    Access Schools: Alternative, Adult Ed & Transfer HSs
    NYC Department of Education
    90-01 Sutphin Boulevard
    Jamaica, NY 11435
    tlisant@schools.nyc.gov

For HRA:

Gary P. Jenkins
Acting HRA Administrator
4 World Trade Center
150 Greenwich Street, 42nd Fl.
New York NY 10007
jenkinsg@hra.nyc.gov

For MOCJ:

Amy Sananman
Senior Strategy Advisor
1 Centre Street, 10th Floor, New York, NY 10007
asananman@cityhall.nyc.gov

7. The second sentence of Article 13, Paragraph B shall be deleted and replaced with the following:

"To the extent that identifying information is shared with SYEP Contractors, the Agency Privacy Officer of each Party, with the exception of the DOE partners who are exempt, has determined that such disclosures further the purpose and mission of their respective agency."

8. An "Article 17, Scope of Services – HRA" is hereby added, and shall state:

A. During the Term, HRA shall designate one point of contact, plus additional secondary points of contact, to provide the following services for the VY Option:

1. Attend regularly scheduled VY Working Group interagency meetings. Report back to HRA leadership on action items identified by the VY Working Group. Provide updates on progress and feedback from HRA agency staff and consultants/contractors, as necessary, to the HRA Working Group.

2. Support enrollment for the VY Option through the following:

a. Recruit appropriate eligible Participants to enroll in the VY Option;
b. Assist Participants in filling out applications and obtaining necessary enrollment documents;
c. Schedule appointments and deliver complete Vulnerable Youth SYEP applications to SYEP Contractors;
d. Ensure that the youth selected for the VY Option understand the goals and procedures of the program and their responsibilities as SYEP Participants;
e. Track Participant applications that are referred to SYEP Contractors;
f. Maintain current contact information for youth and their emergency contacts, such as case workers, foster parents, guardians or shelter directors,

to help ensure youth attend the mandatory orientation and all employment hours;

g. Maintain communication with SYEP Contractors to resolve challenges and provide support as needed; and
h. Ensure that youth are prepared to start work by making reasonable efforts to address transportation barriers for vulnerable youth.

3. Assist SYEP Contractors in identifying appropriate worksites for Participants that may have additional barriers to employment, while also sharing resources to support enrolled youth.

B. HRA acknowledges that DYCD may wish to evaluate the VY Working Group collaboration. HRA agrees to cooperatively work with the Parties and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

9. An "Article 18, Scope of Services – MOCJ" is hereby added, and shall state:

A. During the Term, MOCJ shall designate one point of contact, plus additional secondary points of contact, to provide the following services for the VY Option:

1. Attend regularly scheduled VY Working Group interagency meetings. Report back to MOCJ leadership on action items identified by the VY Working Group. Provide updates on progress and feedback from MOCJ agency staff and consultants/contractors, as necessary, to the MOCJ Working Group.

2. Support enrollment for the VY Option through the following:

a. Recruit appropriate eligible Participants to enroll in the VY Option;
b. Assist Participants in filling out applications and obtaining necessary enrollment documents;
c. Schedule appointments and deliver complete Vulnerable Youth SYEP applications to SYEP Contractors;
d. Ensure that the youth selected for the VY Option understand the goals and procedures of the program and their responsibilities as SYEP Participants;
e. Track Participant applications that are referred to SYEP Contractors;
f. Maintain current contact information for youth and their emergency contacts, such as case workers, foster parents, guardians or shelter directors, to help ensure youth attend the mandatory orientation and all employment hours;
g. Maintain communication with SYEP Contractors to resolve challenges and provide support as needed; and
h. Ensure that youth are prepared to start work by making reasonable efforts to address transportation barriers for vulnerable youth.

3. Assist SYEP Contractors in identifying appropriate worksites for Participants that may have additional barriers to employment, while also sharing resources to support enrolled youth.

B. MOCJ acknowledges that DYCD may wish to evaluate the VY Working Group collaboration. MOCJ agrees to cooperatively work with the Parties and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

10. Except as expressly amended by this First Modification, the terms and conditions of the MOU remain unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name: Julie Farber
Title: Deputy Commissioner

Date: 7/17/20

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
ACCESS

Name:
Title:

Date

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name: David Fischer
Title: Executive Director

Date: July 15, 2020

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name:
Title:

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
ACCESS

Name:
Title:

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CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name: Christopher Caruso
Title: Senior Executive Director
7/17/2020

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name: Christopher Caruso
Title: Senior Executive Director
7/17/2020

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
ACCESS

Name:
Title:

Date

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title: Superintendent

7/16/20
Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
ACCESS

Name:
Title:

Date

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
ACCESS

Name: Tim Lisante
Title: Executive Superintendent
DOE Access Schools

July 20, 2020
Date

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES

Name: GARY JENKINS
Title: ACTING HRA ADMINISTRATOR
7-16-2020
Date

CITY OF NEW YORK DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF PROBATION

Name:
Title:

Date

CITY OF NEW YORK MAYOR'S OFFICE OF CRIMINAL JUSTICE

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

Date

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF HOMELESS SERVICES

Name:Doreen Thomann-Howe
Title: Deputy Commissioner, Family Services
July 16, 2020

7/16/20
Date

CITY OF NEW YORK DEPARTMENT OF PROBATION

Name:
Title:

Date

CITY OF NEW YORK MAYOR'S OFFICE OF CRIMINAL JUSTICE

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

Date

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF PROBATION

Shauna Weinberg

Name: Shauna Weinberg
Title: Associate General Counsel

Date July 17, 2020

CITY OF NEW YORK MAYOR'S OFFICE OF CRIMINAL JUSTICE

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

Date

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF PROBATION

Name:
Title:

Date

CITY OF NEW YORK MAYOR'S OFFICE OF CRIMINAL JUSTICE

Name:Amy Sananman
Title:Senior Strategy Advisor, MOCJ

7/9/20
Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

Date

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF PROBATION

Name:
Title:

Date

CITY OF NEW YORK MAYOR'S OFFICE OF CRIMINAL JUSTICE

Name:
Title:

Date

CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

08/25/2020
Date