

**AMENDMENT NO. 1**  
**to the**  
**INTERAGENCY AGREEMENT**  
**between**  
**THE NEW YORK CITY DEPARTMENT OF YOUTH**  
**AND COMMUNITY DEVELOPMENT**  
**and**  
**THE CITY UNIVERSITY OF NEW YORK**  
**on behalf of**  
**JFK, JR. INSTITUTE FOR WORKER EDUCATION**  
**for**  
**THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM**  
**and**  
**THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM**

**THIS AMENDMENT NO. 1**, effective as of October 1, 2025, amends the Interagency Agreement for the Family Development Credential Program and the Empowerment Skills for Leaders Credential Program (“Agreement”), dated July 1, 2023, between the City of New York (the “City”), by and through its Department of Youth and Community Development (“DYCD” or “Agency”), with an office located at 2 Lafayette Street, New York, New York 10007, and The City University of New York (“CUNY”) with offices at 205 East 42<sup>nd</sup> Street, New York, New York 10017, on behalf of the JFK, Jr. Institute for Worker Education. DYCD and CUNY are referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, in 1996, the City implemented the Family Development Credential Program (“FDC Program”) a professional development training program that provides family workers employed at organizations that contract with DYCD with the knowledge and competencies they need to prepare for the New York State Family Development Credential Examination; and

**WHEREAS**, in 1996, the City also endeavored to design, in collaboration with CUNY, the Empowerment Skills for Leaders Credential Program (“ES Program”) to train supervisors and other leaders in City government in the family development principles on which the FDC Program is based; and

**WHEREAS**, in 2014, DYCD developed separate curricula (“Curricula” or “Curriculum”) for the FDC and ES Programs, including portfolio advisement and development, and received funds to pay tuition costs for selected applicants in the FDC and ES Programs (“Scholarship Students”); and

**WHEREAS**, CUNY has, since 2014, supplied facilities and resources to deliver the respective Curricula to students enrolled in the FDC and ES Programs and provide other services related to the programs through its continuing education program; and

**WHEREAS**, DYCD and CUNY entered into the Agreement, for the period of July 1, 2023 through June 30, 2026, to allow CUNY to continue to deliver the Curricula to students and provide other services related to the FDC and ES Programs (“Term”); and

**WHEREAS**, DYCD wishes to provide CUNY with additional funding for an amount not to exceed thirty-five thousand dollars (\$35,000.00) for the period of October 1, 2025 through June 30, 2026 to increase the number of students receiving the Curricula and other services related to the FDC and ES Programs during the period of October 1, 2025 through June 30, 2026; and

**WHEREAS**, CUNY is willing and able to provide the Curricula and other services related to the FDC and ES Programs to an increased number of students for an amount not to exceed thirty-five thousand dollars (\$35,000.00) for the period of October 1, 2025 through June 30, 2026.

**NOW THEREFORE**, Agency and CUNY agree to modify the Agreement as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.
2. Article III Payment, Section C. is amended to reflect the thirty-five thousand dollar (\$35,000.00) increase in the total amount of the Agreement from nine hundred twenty-one thousand six hundred dollars (\$921,600.00) to nine hundred fifty-six thousand six hundred dollars (\$956,600.00) for the period of October 1, 2025 through June 30, 2026 by deleting Section C in its entirety and replacing it with the following language:

“C. All payments shall be made in accordance with the “Payment Schedule” set forth in Exhibit A and the Budget, attached hereto and made a part hereof as Exhibit B. The total amount for the Term shall not exceed nine hundred fifty-six thousand six hundred dollars (\$956,600.00), which includes an amount not to exceed three hundred seven thousand two hundred dollars (\$307,200.00) for each of the first and second City fiscal years, and three hundred forty-two thousand two hundred dollars (\$342,200.00) for the third City fiscal year included in the Term, comprised of:

1. City fiscal year 2024 beginning on July 1, 2023 through June 30, 2024.
2. City fiscal year 2025 beginning on July 1, 2024 through June 30, 2025.
3. City fiscal year 2026 beginning on July 1, 2025 through June 30, 2026.”

3. Article IV Notices is amended to revise notices sent to the Agency to read as follows:

“New York City Department of Youth and Community Development  
Office of Legal Affairs  
2 Lafayette Street, 21<sup>st</sup> Floor  
New York, New York 10007  
Attn: Sarah Friedman, Acting General Counsel  
Email: [sfriedman@dycd.nyc.gov](mailto:sfriedman@dycd.nyc.gov)”

4. Exhibit B – Amended Budget for the Family Development Credential Program and the Empowerment Skills for Leaders Credential Program for the Period of October 1, 2025 Through June 30, 2026, attached hereto, is hereby incorporated into and made part of the Agreement and reflects the increased number of students receiving the Curricula and other services related to the FDC and ES Programs during the period of October 1, 2025 through June 30, 2026.
5. The updated Privacy Protection Rider, attached hereto as Exhibit C, is hereby incorporated into and made part of the Agreement.
6. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

**[THE REMAINDER OF THIS 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 AND  
COMMUNITY DEVELOPMENT**

By:   
Name: Sarah Friedman  
Title: Acting General Counsel

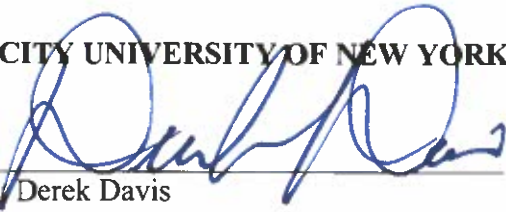
Date: 5/1/2026

APPROVED AS TO FORM

*Alexa Fritsche*

The City University of New York  
Office of the General Counsel  
Date: 5/4/26

**THE CITY UNIVERSITY OF NEW YORK**

By:   
Name: Derek Davis  
Title: General Counsel

Date: May 18, 2026

**EXHIBIT B**

**AMENDED BUDGET**

**FOR**

**THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM**

**AND**

**THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM**

**FOR THE PERIOD OF OCTOBER 1, 2025 THROUGH JUNE 30, 2026**

**EXHIBIT B**  
**AMENDED BUDGET FOR**  
**THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM**  
**AND THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM**  
**FOR THE PERIOD OF OCTOBER 1, 2025 THROUGH JUNE 30, 2026**

Training Fees

|                                                |             |
|------------------------------------------------|-------------|
| FDC cohorts (14 participants) x \$1450/student | \$20,300.00 |
| ES cohort (3 participants) x \$500/student     | \$1,500.00  |

Portfolio Review/Credentialing Exam Fees (UConn)

|                             |            |
|-----------------------------|------------|
| FDC 14 participants x \$350 | \$4,900.00 |
| ES 3 participants x \$300   | \$900.00   |

Books

|                                                     |            |
|-----------------------------------------------------|------------|
| Spring 2026 - 17 students (14 frontline, 3 leaders) | \$1,130.00 |
| Fall 2025 - 36 students                             | \$2,392.00 |

|                                                   |          |
|---------------------------------------------------|----------|
| Staff Meeting/Prof. Development (materials, etc.) | \$696.00 |
|---------------------------------------------------|----------|

|                |            |
|----------------|------------|
| Indirect Costs | \$3,182.00 |
|----------------|------------|

|                          |             |
|--------------------------|-------------|
| Contract Amendment Total | \$35,000.00 |
|--------------------------|-------------|

**EXHIBIT C**  
**PRIVACY PROTECTION RIDER**

## **Privacy Protection Rider**

### **1. Purpose.**

The agency privacy officer has determined that an important privacy risk is implicated by the services provided under this Agreement. Contractor agrees to comply with this Privacy Protection Rider ("Rider") and the Identifying Information Law, as applicable, in the performance of this Agreement.

### **2. Definitions.**

- A. "Access" to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.
- B. "Agency" means a City agency or office through which the City has entered into this Agreement.
- C. "Authorized Users" means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.
- D. "Chief Privacy Officer" means the City's Chief Privacy Officer.
- E. "Collection" means an action to receive, retrieve, extract, or access Identifying Information. Collection does not include receiving information that Contractor did not ask for.
- F. "Contractor" means an entity entering into this Agreement with the City.
- G. "Disclosure" means releasing, transferring, disseminating, giving access to, or otherwise providing Identifying Information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to Identifying Information obtained through a potential unauthorized access to Contractor's systems or records.
- H. "Exigent Circumstances" means cases where following this Rider would cause undue delays.
- I. "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.
- J. "Identifying Information Law" means §§ 23-1201 – 1205 of the Administrative Code of the City of New York.
- K. "Permitted Purpose" means a use of Identifying Information that is necessary to carry out the Contractor's obligations under this Agreement.

- L. “Sensitive Identifying Information” means Identifying Information that poses a higher risk of harm to an individual or members of an individual’s household. Examples of harm are identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual.
- M. “Use” of Identifying Information means any operation performed on Identifying Information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.

### **3. General Requirements.**

- A. Contractor will use appropriate physical, technological, and procedural safeguards to protect the security of Identifying Information and will take reasonable measures to prevent harm to the City and the individuals whose Identifying Information is subject to this Agreement.
- B. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.
- C. Contractor will comply with its Security Policies and Procedures as set forth at <https://www.cuny.edu/about/administration/offices/cis/information-security/security-policies-procedures/>, which shall at all times during the term of this Agreement contain privacy and security requirements that are substantially similar to and at least as protective as the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at <https://nyc.gov/infosec>. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.
- D. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.

### **4. Collection.**

- A. Absent Exigent Circumstances (Section 7), Contractor may collect Identifying Information if the collection:
  - i. has been approved by the agency privacy officer;
  - ii. is required by law or treaty;
  - iii. is required by the New York City Police Department in connection

with a criminal investigation; or

- iv. 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.

## **5. Disclosure.**

A. Absent Exigent Circumstances (Section 7), Contractor may disclose Identifying Information if the disclosure:

- i. has been approved by the agency privacy officer;
- ii. is required by law or treaty;
- iii. is to the New York City Police Department in connection with a criminal investigation;
- iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or
- v. 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. If Contractor is required by law to disclose Identifying Information, it will: (a) as soon as practicable, but not later than one business day after it learns of the required disclosure, notify the Agency; and (b) disclose the Identifying Information only to the extent allowed under a protective order or as necessary to comply with the law.

## **6. Disclosures of Identifying Information to Third Parties.**

Unless prohibited by law, Contractor will promptly notify the agency privacy officer of any third-party requests for Identifying Information, reasonably cooperate with the agency privacy officer to handle such requests, and 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.

## **7. Exigent Circumstances.**

A. Notwithstanding Section 4.0 (Collection) and 5.0 (Disclosure), if 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, then as soon as practicable after the

collection or disclosure but not to exceed 24 hours, Contractor will send to the agency privacy officer in writing:

- i. The name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the agency privacy officer;
  - ii. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor's estimate of the likelihood of the Exigent Circumstances reoccurring.
- B. If the agency privacy officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to Section 8 (Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information).

## **8. Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.**

- A. If Contractor collects, uses, discloses, or accesses Identifying Information in violation of this Rider, Contractor will:
- i. notify the agency privacy officer in writing as soon as practicable but no later than 48 hours after discovery, including a description of the collection, disclosure, use, or access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access;
  - ii. provide the name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the agency privacy officer and relevant City officials, including the Chief Privacy Officer, Office of Cyber Command, and the City's Law Department, to investigate the occurrence and scope of the collection, disclosure, use, or access, and make any required or voluntary notices;
  - iii. take all reasonably necessary steps, as determined by the agency privacy officer, to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.
- B. If there is an alleged collection, use, disclosure, or access violation, the Agency may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:
- i. provision to the City of information related to security controls and processes, such as third-party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;

- ii. verbal interviews of individuals with knowledge of Contractor's security controls and processes or the unauthorized collection, use, disclosure, or access;
  - iii. an evaluation or audit by the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access;
  - iv. an evaluation or audit by Contractor of its security controls and processes and the unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,
  - v. an independent evaluation or audit to be provided to the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access.
- C. If the agency privacy officer or the Chief Privacy Officer determine that an unauthorized collection, use, disclosure, or access requires notification to individuals pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, then the agency privacy officer will inform Contractor whether the Agency or the Contractor will issue the notification. If the agency privacy officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the agency privacy officer's instructions as to form, content, scope, and recipients.
- D. Monies and Set-off.
  - i. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York Court of Claims Act, Contractor will pay for services deemed necessary by the agency privacy officer to address the collection, use, disclosure, or access to Identifying Information in violation of this Rider. Services may include: (a) notifications; (b) identity theft protection services; (c) payment of any fines or disallowances imposed by the State or federal government related to the violative collection, use, disclosure, or access; (d) other actions mandated by any law, administrative or judicial order, agency privacy officer, or the Chief Privacy Officer.
  - ii. At the agency privacy officer's discretion, the Agency may pay for services deemed necessary to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider. If the Agency pays for any of these services, it may submit invoices to Contractor and Contractor will promptly reimburse the Agency, subject to the availability of lawful appropriations and consistent with Section 8 of the New York Court of Claims Act.
  - iii. Should Contractor refuse to pay for services deemed necessary by the agency privacy officer, then for the purpose of set-off in sufficient sums and without waiver of any other rights and remedies, the City may:

- a. withhold further payments under this Agreement to cover the costs of notifications or other actions mandated by any law, administrative or judicial order, or the Chief Privacy Officer, including any related fines or disallowances imposed by the State or federal government; and,
  - b. withhold further payments to cover the costs of credit monitoring services by a national credit reporting agency and any other commercially reasonable preventive measure.
- E. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by the Agency.

## **9. Retention.**

Contractor will 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.

## **10. Destruction of Identifying Information.**

If the Agency instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the agency privacy officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain the Identifying Information in accordance with this Rider.

## **11. Reporting**

Contractor will provide the Agency with reports as reasonably requested by the agency privacy officer or Chief Privacy Officer regarding Contractor's collection, use, retention, disclosure of, and access to Identifying Information including: (i) the types of Identifying Information collected, retained, disclosed, or accessed; (ii) the types of collections and disclosures classified as "routine" and any collections or disclosures approved by the agency privacy officer or Chief Privacy Officer; and (iii) any other related information that may be reasonably required by the agency privacy officer or Chief Privacy Officer.

## **12. Auditing**

The Agency may review and audit Contractor's privacy program prior to the commencement of this Agreement and from time to time during the term of this Agreement, upon reasonable notices and during normal business hours, Contractor shall allow the Agency to perform audits on that IT infrastructure and information security controls and processes of the Contractor applicable to this Agreement, and shall reasonably cooperate and furnish all requested materials in a timely manner. Audits

may be conducted by the Agency or an Agency provider and at the Agency's expense. At the Agency's option, Contractor shall complete, within 45 days of receipt, an audit questionnaire provided by the Agency regarding Contractor's privacy program. Contractor shall not be entitled to compensation from the Agency for the time it spends cooperating with any of the audits, scans, or tests provided for in this Section.

### **13. Coordination with agency privacy officer.**

The Agency may assign powers and duties of the agency privacy officer to Contractor for purposes of this Agreement. In such event, Contractor will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions of the agency privacy officer and Chief Privacy Officer concerning coordination and reporting.

### **14. Subcontracts.**

- A. Contractor will include this Rider in all subcontracts to provide services in connection with this Agreement.
- B. Contractor will be responsible to the Agency for compliance with this Rider by its subcontractors in connection with this Agreement.

### **15. Construction.**

Notwithstanding any contrary provision in this Agreement, to the extent allowed by law, the more restrictive provision concerning collection, use, disclosure of, or access to Identifying Information will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.