

COOPERATIVE AGREEMENT
BETWEEN THE DEPARTMENT OF SOCIAL SERVICES
OF THE HUMAN RESOURCES ADMINISTRATION OF THE CITY OF NEW YORK
AND THE NEW YORK CITY POLICE DEPARTMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), dated this 29 day of August, 2013 is between the Department of Social Services of the Human Resources Administration of the City of New York ("HRA" or "the Department"), with offices at 180 Water Street, New York, New York 10038, and the New York City Police Department ("NYPD"), with offices at 1 Police Plaza, New York, New York 10013.

WITNESSETH:

WHEREAS, Section 336-c of the New York Social Services Law and the Regulations of the New York State Department of Social Services permit a social services district to establish and develop a sufficient number of public work projects to ensure the availability of such projects for all unemployed employable Cash Assistance recipients within the district who have been unable to secure employment in the regular economy; and

WHEREAS, such projects are designed to help participating recipients maintain or develop adequate work habits, develop new skills and maintain or improve existing skills, and require that a participating agency assign staff to supervise recipients and perform other administrative tasks; and

WHEREAS, HRA believes that NYPD is qualified to provide the required services; and

WHEREAS, NYPD is ready, willing, and able to perform the required services for HRA under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- A. The term of this Agreement shall be for a period of one year, from July 1, 2013 through June 30, 2014.
- B. This Agreement shall be automatically renewed, as of July 1, 2014, for three (3) additional one-year periods, unless sooner terminated as provided herein, subject to the annual appropriation and availability of funding.

ARTICLE 2. SCOPE OF SERVICES

- A. NYPD shall administer a Work Experience Program ("WEP" or "the Program") providing a minimum of two hundred and fifty (250) work experience assignments for recipients of Cash Assistance, including those recipients classified by HRA as having physical limitations or limited English.

- B. The Program shall provide no fewer than 250 slots:, seventy-five (75) in Office Services, and one hundred seventy five (175) in Maintenance Services.
- C. If NYPD is unable to meet the required minimum number of WEP placements due to a lack of referrals from HRA, HRA reserves the right to modify the budget of this Agreement accordingly to reflect the number of Participants actually placed.
- D. NYPD recognizes that a WEP participant should be afforded the same rights as Agency personnel. This means that:
 - 1. The participant should be afforded working conditions within Equal Employment Opportunities Act guidelines and the Occupational Health and Safety Act standards.
 - 2. ii) Complaints should be thoroughly reviewed.
 - 3. iii) Workers compensation claims can only be accepted by the New York City Law Department for WEP participants assigned to City agencies, and thus should be filed at the Law Department.
- E. NYPD recognizes the importance of referring and placing qualified participants into jobs, therefore NYPD shall:
 - 1. Implement programs designed to equip participants with the skills required to obtain regular employment with NYPD or in the private sector.
 - 2. Give WEP participants who apply due consideration for hiring into its own job vacancies;
 - 3. Attempt to achieve a Cash Assistance termination to employment goal of 25 percent;
 - 4. Send out follow-up letters to participants to inquire about possible positive termination due to employment.
- F. NYPD agrees to employ and maintain a WEP staff that will include but that will not be limited to a Coordinator and a Timekeeper. NYPD's responsibilities will include but not be limited to the following:
 - 1. Notify Work Experience Management ("WEM") within 30 days of all the names of coordinators, counselors, supervisors, timekeepers and any changes in these personnel.
 - 2. Identify work experience positions with clearly define job duties that do not infringe upon the job security of Agency's staff.
 - 3. Provide all participants with a thorough orientation on the requirements of WEP each new start date by: a) giving each participant an Orientation

Manual; b) reviewing the manual with participants page by page; c) providing the telephone number of the Agency Coordinator and a backup; d) giving the participants the name and telephone number of their supervisor and supervisor backup; and e) holding bi-weekly orientations regardless of the number of participants referred.

- G. NYPD shall train all WEP supervisors regarding program goals and objectives, particularly regarding the prompt completion of evaluations.
- H. Provide a well-structured and well-supervised work assignment that ensures that participants are given duties consistent with the goals of NYPD and that they are equipped and adequately supervised to perform their functions.
- I. Assigning participants to individual worksite supervisors, who shall:
 - 1. Place each participant in a clearly-defined work assignment, provide direct supervision, including training, and arrange a work schedule that is consistent with WEP guidelines; and
 - 2. Notify each participant of the job evaluation requirements set forth below, and formally evaluate each participant's job performance pursuant to these requirements. Each such evaluation shall be provided at the sixth week of assignment and every six weeks thereafter and shall include:
 - a. An assessment of the participant's progress in learning job skills and developing positive work habits and attitudes;
 - b. The description and assessment of any problems the participant may be experiencing with job performance or employment goals; and
 - c. The signatures of both the worksite supervisor and the participant.
 - d. Provide a participant with a job reference when asked and merited.
- J. NYPD will meet with WEM personnel on a quarterly basis in order to review program performance under this Agreement. NYPD will cooperate with HRA field representatives who will make announced and unannounced visits to observe the workplace, interview staff and participants, assess the general effectiveness of supervision, inspect program-related files and otherwise ensure compliance with WEP policies and procedures.
- K. NYPD will comply with all policies and procedures as promulgated in the Work Experience Program Manual (November 2012 or as revised), a copy of which the NYPD acknowledges receipt. NYPD will also cooperate with representatives of FIA in all matters related to the implementation of the Work Experience Program.

- L. Submission and pick-up of roster packages on a timely basis will be followed without exception subject to emergency situations .
 - 1. Messengers must pick up rosters and forms after 11A.M. the Friday prior to a New Start Week. Properly completed Participant Change of Status Reports and rosters must be returned by the following Wednesday no later than 5. P.M. unless otherwise instructed.
 - 2. Arrangements must be in place for back-up messenger staff.
- M. NYPD shall supervise compliance with record keeping responsibilities, which includes but is not limited to:
 - 1. Maintenance of participant's personnel files;
 - 2. Use of official WEP Time Sheets if a time clock is not available, or any documents associated with the use of swipe cards;
 - 3. Maintenance of all timekeeping records supporting time posted; and
 - 4. Make all of the above records available to WEM upon request for auditing purposes.

ARTICLE 3. HRA RESPONSIBILITIES

HRA/FIA agrees to render technical assistance in the administration of the WEP Program by: (a) training appropriate staff in program policies and procedures; (b) regularly communicating any policy or procedural change through *WEM Bulletins*; and (c) providing other mutually-agreed-upon assistance.

ARTICLE 4. PAYMENT

- A. HRA agrees to pay and NYPD agrees to accept as full payment for all services to be performed under this Agreement an amount not to exceed fifty-seven thousand five hundred dollars (\$57,500.00), pursuant to the annexed line-item budget.
- B. Requests for payment shall be made quarterly on an official Intracity invoice ("Invoice") with such supporting documentation as HRA may require. If required by HRA, all such documentation shall conform to the approved staffing pattern and include the name of the staff person, job title, duties, annual salary, period of time worked and payment due.
- C. All Invoices shall be sent to:

Human Resources Administration
Division of Accounts Payable and Reporting
Office of Financial Management

180 Water Street – 8th Floor
New York, NY 10038
Attn: Madlyn Korman

- D. As to any staffing pattern set forth in the annexed **Exhibit 1** and made a part of this Agreement, notification of staff changes and the effective date of such changes shall be made in writing to FIA as they occur. Any other changes to the budget shall be made only with HRA's prior approval.
- E. If the annexed budget has Other Than Personnel Services (“OTPS”), including furniture and equipment, NYPD shall submit invoices and supporting documentation therefore in a form and content acceptable to FIA describing and stating the cost of all furniture and equipment so acquired.
- F. All Invoices submitted shall be signed by the chief fiscal officer of NYPD or designee, and shall include the following typed language certifying that the reimbursement sought for Personnel Services (“PS”) and Other than Personnel Services (“OTPS”) is not funded by any other City, State, or Federal jurisdiction:
- “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 the Department, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed therein has been previously certified, and that the amount is solely for the operation of the Program described on this Invoice.”*
- G. A Quarterly Expenditure Report shall accompany all Invoices.
- H. Invoices shall be submitted quarterly by no later than the following dates: October 17th, January 16th, April 17th, and July 16th.
- I. Since HRA may be unable to obtain State and Federal reimbursement for the costs of administration or of supplies purchased on behalf of the WEP Program, HRA may require the submission of Invoices omitting these costs.
- J. HRA reserves the right to review and verify all data or documents submitted in support of Invoices, and may, in its sole discretion, disallow or adjust payment, as it deems necessary based on NYPD's performance and its compliance with the terms of the Agreement;
- K. In the event HRA submits claims for reimbursement on behalf of NYPD, which are adjusted or disallowed, HRA shall so advise NYPD in writing, stating the reason(s) therefore. NYPD may apply, with supporting documentation, for reconsideration of any such claim within thirty (30) days of such notice, which application HRA, in its sole discretion, may review and determine.
- L. HRA reserves the right, in the event NYPD is unable to meet the minimum number of WEP placements required herein due to a lack of referrals from HRA,

to modify the budget annexed as **Exhibit 1** accordingly to reflect the number of WEP Participants actually placed by NYPD.

ARTICLE 5. OWNERSHIP OF DELIVERABLES

- A. All furnishings, goods, equipment, supplies, and other property acquired wholly or in part with funds provided by the City through this Agreement (“City-owned property”) shall be clearly marked or identified by NYPD as HRA/City-owned property. While in NYPD’s custody, possession, or control, any such property shall be maintained in first-class condition and NYPD shall bear all risk of loss and damage with respect thereto, normal wear-and-tear excepted. All deliverables under this Agreement shall be the sole property of HRA, and NYPD shall not allow the same to be used except for the purposes of this Agreement without the written permission of HRA.
- B. NYPD shall maintain an up-to-date inventory of furniture and equipment and submit an inventory when requested, and as part of the last invoice submission.

ARTICLE 6. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws, rules, and regulations in effect at the time such services are rendered, including, without limitation, the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, and 45 CFR 84 and 85.

ARTICLE 7. CONFIDENTIALITY

- A. All client information obtained, learned, developed, or filed by NYPD concerning Participants or their families, including data contained in official HRA files or records, shall be held confidential by NYPD pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1306 (1988) and any applicable regulations promulgated there under, and shall not be disclosed by NYPD to any person, organization, agency, or other entity except as authorized or required by law.
- B. All of the reports, information, or data furnished, prepared, assembled, or used by NYPD under this Agreement are to be held confidential, and NYPD agrees that the same shall not be made available to any individual or organization without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been directed by a court to make the disclosure.
- C. All provisions of this Article shall remain in full force and effect following the termination or cessation of the services required by this Agreement.

ARTICLE 8. ADMINISTRATIVE REQUIREMENTS

In accordance with the New York State Fiscal Reference Manual:

- A. The Commissioner of HRA may confer with the NYPD regarding organizational supervision of any staff working under the terms of this agreement. However, the ultimate authority for such staff shall remain with the appointing office.
- B. Retention of Records: All records pertaining to this Agreement shall be available for a period of six (6) years and shall be made available for audit by the New York State Department of Social Services (NYSDSS), New York State Audit and Control, and the United States Department of Health and Human Services (DHHS)
- C. Confidentiality: All information pertaining to this Agreement exchanged between HRA and NYPD shall be considered confidential and shall be used only for the intended purposes, with measures to be taken to safeguard the confidentiality of such information to the extent required by applicable State and Federal laws and regulations.

ARTICLE 9. WEP REQUIREMENTS

NYPD and HRA mutually understand that, pursuant to Section 336-c of the Social Services Law of the State of New York, Cash Assistance recipients may be assigned to participate in a WEP Program only if:

- A. Appropriate federal and state standards of health, safety and other work conditions are maintained;
- B. The number of hours a Participant is required to work in WEP activities shall not exceed the amount of Cash Assistance payable to the Participant (including Food Stamps received), divided by the higher of the federal minimum wage (as limited by Social Services Law Section 336(4) or the state minimum wage;
- C. Participants shall be provided with appropriate Workers' Compensation or equivalent protection for on-the-job injuries and tort claims protection on the same basis, but not necessarily at the same benefit level as they are provided to Agency personnel in the same or similar positions;
- D. The projects to which Participants are assigned shall serve a useful public purpose in fields such as: health, social services, environmental protection, education, urban and rural development, welfare, recreation, operation of public facilities, public safety, and child care.
- E. No WEP assignment may result in:
 - 1. Displacement or partial displacement of any currently employed worker, loss of position (including reduction in non-overtime work hours, wages or employee benefits) or impairment of existing contracts for services or

- collective bargaining agreements;
2. The employment, assignment or filling of a position with a Participant when any other person is on layoff from the same or an equivalent position, or the employer has terminated any regular employee or otherwise reduced its workforce with the effect of filling the vacancy so created with a Participant;
 3. Any infringement upon the promotional opportunities of any currently employed person;
 4. The performance by WEP Participants of all or a substantial portion of the work ordinarily and actually performed by regular employees; or
 5. Loss of a bargaining unit position as a result of a WEP Participant performing any portion of the work normally done by the employee in such position.
 6. WEP assignments shall not be made at any work site at which the regular employees are on a legal strike against, or are being subjected to a lockout by, the employer.
- F. **Monthly Reports:** NYPD shall publish a monthly report summarizing its WEP Program activity for the month. Such monthly report shall include, at a minimum: summary information regarding the agencies or departments where Participants are assigned, work locations, job duties and assignments, hours worked, and period worked. Such reports shall be provided to the certified collective bargaining representative and shall not be disclosed to any other party. Such certified collective bargaining representative shall take reasonable steps to protect the confidentiality of such information and prevent its disclosure to non-authorized persons. Every report provided pursuant to this section shall contain a warning against redisclosure and asserting the confidentiality of the information contained therein.

ARTICLE 10. NOTICES AND COMMUNICATIONS

All notices and communications to the parties under this Cooperative Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender.

All notices and correspondence to HRA shall be delivered to the following addressee and address:

Mr. Thomas Patrick Harper
Deputy Director, FIA Office of Contract Services
NYC Human Resources Administration
180 Water Street, 20th Floor

New York New York 10038.

All notices and correspondence to NYPD shall be delivered to the following addressee and address:

Ms. Deborah Lockhart
Work Experience Program Unit
New York City Police Department
One Police Plaza Room 508A
New York, New York 10038

ARTICLE 11. TERMINATION

- A. HRA or NYPD shall have the right to terminate this Agreement wholly or in part:
 - 1. Without cause, by either party upon thirty (30) days' prior written notice of termination; or
 - 2. For cause, by HRA as determines in the exercise of its reasonable judgment, immediately.
- B. HRA shall have the right to terminate this Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.
- C. In the event HRA terminates this Agreement, NYPD shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. HRA shall pay, in accordance with the terms herein, any obligation NYPD necessarily incurs on account of the Agreement before receiving notice of termination that falls due after the termination date. In no event shall the word "obligation" as used herein be construed to include any lease agreement, oral or written, NYPD may enter with any landlord.

ARTICLE 12. PUBLICITY

- A. The prior written approval of HRA is required before NYPD or any of its employees, servants, agents, or independent contractors, at any time, either during or after completion or termination of this Agreement, makes any statement to the press or issues any communication bearing on the work performed or data collected under this Agreement.
- B. If NYPD publishes a work dealing with any aspect of performance under this Agreement, or if the results and accomplishments attained in such performance, HRA shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

ARTICLE 13. MODIFICATION

This Agreement may be modified by the parties in writing in a manner not materially affecting its substance. It may not be altered or modified orally.

ARTICLE 14. ENTIRE AGREEMENT

This written Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter herein shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms of this Agreement.

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

THE CITY OF NEW YORK
NEW YORK CITY POLICE DEPARTMENT

BY: Paula Berlierman
TITLE: Assistant Commissioner, EMD
DATE: 8/27/13

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

BY: [Signature]
TITLE: AW
DATE: 8/29/13

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 29 day of August 2013 before me personally came Vincent Pullo,
to me known and known to be Acco of the HUMAN RESOURCES
ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES OF THE CITY OF NEW
YORK, the person described in and who executed the foregoing instrument, and he
acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon C. James-Lence
NOTARY PUBLIC

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13026
Commission Expires April 1, 2014

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 27th day of August 2013 before me personally came U.S. Paula Borlyner
to me known and known to be Asst. Comm. SUD NEW YORK CITY POLICE
DEPARTMENT, the person described in and who executed the foregoing instrument, and he
acknowledged to me that he executed the same for the purpose therein mentioned.

Carlynn Luanda Alexander
NOTARY PUBLIC

CARLYNN LUANDA ALEXANDER
Notary Public - State of New York
NO. 01AL6109911
Qualified in Nassau County
My Commission Expires 5/24/16

Exhibit 1

		EXHIBIT I			8/14/2013
NYPD BUDGET	FY14	7/1/13-6-30/14			
TOTAL SLOTS = 250					
Personnel Services (PS)					
Staff Title	FTE	ANNUAL SALARY			TOTAL SALARY
Community Coordinator	1	\$52,662.00			\$16,030
Community Associate	1	\$35,739.00			\$14,985
Community Assistant	1	\$31,534.00			\$14,985
TOTAL					\$46,000
Staff Title	FTE	HRLY OT RATE	Hours Per month	Monthly	
Community Coordinator	1	\$32.00	8	\$256.00	\$3,072
Community Associate	1	\$21.00	8	\$168.00	\$2,016
Community Assistant	1	\$25.00	8	\$200.00	\$2,400
TOTAL					\$7,488
TOTAL PS					\$53,488
Other than Personnel Services (OTPS)					
Office Equipment/Supplies					\$3,000
Training Materials					\$1,012
TOTAL OTPS					\$4,012
Total					\$57,500
Total Budget					\$57,500