

FIRST AMENDMENT OF COOPERATIVE AGREEMENT BETWEEN
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION AND
THE CITY UNIVERSITY OF NEW YORK

THIS FIRST AMENDMENT ("First Amendment"), dated as of the 1st day of July, 2013, is between the New York City Human Resources Administration ("the Department" or "HRA"), with offices located at 180 Water Street, New York, New York 10038, and the City University of New York ("CUNY"), with offices located at 205 East 42nd Street, 9th Floor, New York, NY 10017 (collectively "the Parties").

WITNESSETH:

WHEREAS, HRA, consistent with the mandates of Title I of the Personal Responsibility and Work Reconciliation Act of 1996, H.R. 3734 Section 101 et seq., desired to improve its capacity to assist and monitor recipients of Temporary Assistance to Needy Families ("TANF"), Safety Net Family Assistance ("SNFA") and Safety Net Single Assistance ("SNSA") who were interested in or who attended college to pursue associate level degrees or certificates in approved occupationally-oriented courses of study in order to become self-sufficient; and

WHEREAS, CUNY possessed the requisite experience and expertise to provide the services, the parties entered into a Cooperative Agreement ("Agreement") in furtherance of providing a College Opportunity to Prepare for Employment ("COPE") Program and additional pilot projects including CUNY Works; and

WHEREAS, the Parties entered into the Agreement for an initial term of one (1) year, from July 1, 2012 through June 30, 2013, with three additional one (1) year automatic renewals, subject to the availability of funding and the satisfactory achievement of the milestone targets set forth in paragraph 5.5D of the Agreement; and

WHEREAS, as the requisite conditions of the Agreement have been met to the satisfaction of the parties, simultaneously with the effectiveness of this First Amendment, the Agreement has been automatically renewed for the period July 1, 2013 to June 30, 2014 (the "First Renewal Period"); and

WHEREAS, the Parties wish to make amendments to the Agreement concerning the reallocation of funding applicable to the First Renewal Period; and

WHEREAS, the Parties wish to make other minor edits for purposes of implementing the First Renewal Period;

NOW, THEREFORE, the Parties agree as follows:

1. Article 1, paragraph D of the Agreement is hereby amended to read as follows:

- D. Operate the COPE Graduation Success Initiative ("GSI"), as further detailed in Article 5.6 below.
2. Article 5.2 of the Agreement is hereby amended to read as follows:
- 5.2 CUNY shall operate the COPE Graduation Success Initiative ("GSI"), which will support 300 matriculated GSI Participants who upon enrollment need between 13 and 30 credits to graduate in an effort to promote their retention and improve their prospects of graduating within one year. The program will operate as follows:
- A. Provide a menu of enriched Special Services for GSI Participants, including, but not limited to:
1. rigorous assessment to identify and address potential obstacles to graduation
 2. assignment to an advisor who will meet with them at least twice per month to monitor program participation and ensure that they are meeting their academic obligations;
 3. scheduling assistance to facilitate access to required classes;
 4. a comprehensive mandatory 4-day Summer Program ("GSI Academy") to prepare GSI Participants for the rigors of senior year and establish a sense of community;
 5. weekly seminars on a variety of topics to promote collective learning, community building, and commitment to graduating;
 6. professional development workshops to enhance computer literacy, basic work readiness, and short- and long-term career planning;
 7. academic skills workshops as needed on topics including note-taking, essay writing, exam preparation, test-taking strategies, and time management;
 8. a variety of tutoring arrangements as well as study groups to foster academic and social connections and encourage persistence; and
 9. other support services on an on-going basis, including intensive individual counseling to monitor each GSI Participant's progress, academic advocacy, and referrals to childcare, healthcare, or other services, as needed.
- B. Provide GSI Participants with incentives, including book and cafeteria vouchers and a graduation allowance, to encourage retention and completion;
- C. Offer and monitor appropriate activities, including but not limited to, work study and community service placements, internships, topical workshops and seminars, structured homework hours and computer literacy and job search programs

D. Coordinate between CJPS and the other College services providing job placement to assist GSI Participants who graduate or discontinue their studies in finding employment;

E. Provide Job Search assistance, as further defined in paragraph 5.3.D below, for selected GSI Participants;

F. Create a database to track and monitor GSI Participants' activities and progress and compare their progress to that of GSI-eligible students who are not in the program ("GSI-eligible non-participants");

G. Anticipated GSI Outcomes:

1. A higher percentage of GSI Participants than GSI eligible non-participants will maintain a minimum 2.0 grade point average each semester;

2. GSI Participants will earn more credits per semester than GSI-eligible non-participants;

3. 25% of GSI Participants will graduate within 2 semesters, and an additional 10% of GSI Participants will graduate after attending summer school during the following summer semester;

4. A higher percentage of GSI Participants than GSI-eligible non-participants will graduate; and

5. A higher percentage of GSI Participants than GSI-eligible non-participants will become employed within 4 months of graduation.

For the avoidance of doubt, failure to achieve such anticipated outcomes shall not constitute a default under this Agreement.

3. Article 5.5 (CJPS Payment Milestones), paragraphs A and B of the Agreement are hereby amended to read as follows:

A. Target: The parties project that at least 450 Participants placed in employment by June 30, 2014, will retain employment for at least 30 days. Of these, at least 315 Participants will either be off Cash Assistance or retained in employment for ninety (90) days by September 30, 2014. A Participant shall be counted toward Target if s/he has been working for at least twenty (20) hours per week.

1. A Participant who has been working less than 20 hours per week but has been earning at least \$170 per week and has been employed for at least 90 days may also be counted toward Target.

B. Additionally, it is projected that up to 98 Participants will be retained in employment for one hundred eighty (180) days and up to 70 Participants may obtain a second job that increases their prior earnings by at least 10%.

4. Article 6.1 of the Agreement is hereby amended to read as follows:

6.1 HRA agrees to pay and CUNY agrees to accept as full payment for the services provided hereunder an amount not to exceed four million four hundred and twenty six thousand four hundred twenty four dollars (\$4,426,424) for the First Renewal Period of this Agreement in accordance with the terms of the First Amendment as indicated in Exhibit A attached hereto). The amounts to be paid under this Article shall be automatically renewed for each Renewal Period, unless such amounts are changed pursuant to the terms of this Agreement.

- A. The first one million one hundred forty three thousand three hundred and sixty seven dollars (\$1,143,367) will be available for disbursement to CUNY pursuant to the infrastructure budget attached hereto as Exhibit 1A, and shall be paid to CUNY in twelve monthly installments on a cost reimbursement basis.
 - 1. The infrastructure budget shall include one hundred fifty nine thousand eight hundred and ninety four dollars (\$159,894.00) to be allocated for the use of MTA metro cards and other student compliance incentives provided to Participants who meet program employment-related milestone requirements.
- B. An additional one million seven hundred sixty two thousand, and fifty seven dollars (\$1,762,057) will be available for disbursement to CUNY pursuant to the line item budget attached hereto as Exhibit 2A for the Graduation Success Initiative (GSI), and shall be paid to CUNY in twelve monthly installments on a cost reimbursement basis.
- C. Two hundred thousand dollars (\$200,000) will be available for disbursement to CUNY pursuant to the line item budget attached hereto as Exhibit 3A for the CUNY Works project, and shall be paid to CUNY in twelve monthly installments on a cost reimbursement basis. The line item budget shall include hourly payments of \$10.00 per hour from HRA to CUNY for work performed by up to 65 Participants in internships which consist of 12 to 15 hours per week. For such hourly payments CUNY shall provide monthly invoices to HRA indicating the name of the Participant who is performing services, the name of the internship in which the Participant worked, and the number of days and hours the Participant worked in a particular month.
- D. The remaining one million three hundred and twenty one thousand dollars (\$1,321,000.00) will be paid based on the following performance-based payment schedule, which is detailed in Exhibit 4:

HRA shall pay up to three thousand dollars (\$3,000.00) for each placement at the following payment milestones that will be counted towards Target:

- 1. Sixty percent (60%) or one thousand eight hundred dollars (\$1,800.00) per placement upon documentation of thirty (30) day job retention up to a maximum of four hundred and fifty (450) placements; and

2. Forty percent (40%) or one thousand two hundred dollars (\$1,200.00) per placement upon documentation of ninety (90) day job retention up to a maximum of three hundred and fifteen (315) placements.
- E. HRA shall pay up to one thousand five hundred dollars (\$1,500.00) for each placement for the following payment milestones that will not be counted towards Target:
1. One thousand dollars (\$1,000.00) per placement upon documentation of one hundred and eighty (180) day job retention up to a maximum of ninety eight (98) placements; and
 2. Five hundred dollars (\$500.00) at second job placement with a salary at least ten percent (10%) higher than the initial placement up to a maximum of seventy (70) second placements.

The maximum amount allowable for non-Target milestone payments shall be no more than one hundred and thirty three thousand dollars (\$133,000.00) total

- F. In no event shall the total payments hereunder exceed four million four hundred and twenty six thousand four hundred twenty four dollars (\$4,426,424).

5. Article 6.5 of the Agreement is hereby amended to read as follows:

6.5 Advance Payment: Upon written request from CUNY, and within four (4) months of the beginning of the Initial Term and of each Renewal Period, HRA will pay CUNY an advance payment of twenty five percent (25%), being the amount of three hundred and thirty thousand two hundred and fifty dollars (\$330,250) of the one year performance-based allocation of one million three hundred and twenty one thousand dollars (\$1,321,000). This Advance will be expended on CUNY's costs related to job placement and retention. HRA will recoup the Advance from subsequent payments due CUNY during each Renewal Period in the following amounts:

December 31 up to 20% - \$66,050 of the Advance;
January 31 up to 20% - \$66,050 of the Advance;
February 28 up to 20% - \$66,050 of the Advance;
March 31 up to 20% - \$66,050 of the Advance;
April 30 up to 20% - \$66,050 of the Advance.

HRA will reduce subsequent payments to CUNY for Placement Milestones achieved by the indicated amounts at the indicated times. In the event that HRA has not recouped the full Advance by April 30, of each year, the balance will be recouped by June 30 of that year, from payments due CUNY and, if necessary, by billing CUNY directly.

6. Article 6.7 of the Agreement is hereby amended to read as follows:

6.7 Payment shall be made on the basis of approved invoices submitted on a monthly basis. Invoices for payment shall be accompanied by reasonable supporting documentation satisfactory to HRA and submitted to:

Division of Account Payable and Reporting
Office of Financial Management.
180 Water Street – 8th Floor
New York, NY 10038
Attn: Madlyn Korman

7. Article 17, Notice, is hereby amended to read as follows:

All notices required by this Agreement shall be delivered by hand or trackable overnight delivery service:

To: THE CITY UNIVERSITY OF NEW YORK

Office of Academic Affairs
The City University of New York
205 East 42nd Street, 9th Floor
New York, New York 10017
Attention: NYC HRA CUNY MOU – COPE
Fax: 646 664-2957

And, for legal matters:

Office of the General Counsel
The City University of New York
205 East 42nd Street
New York, New York 10017
Attention: NYC HRA CUNY MOU- COPE
Fax: 646-664-2964

And, for fiscal matters:

Director of Grants and Contracts
The Research Foundation of the City University of New York
230 West 41st Street
New York, New York 10036
Attention: NYC HRA CUNY MOU – COPE

To: NYC HRA

Mr. Thomas Patrick Harper
Deputy Director, Office of Contract Management
Family Independence Administration
180 Water Street, 20th Floor
New York, New York 10038
Attention: NYC HRA CUNY MOU - COPE

8. Exhibits 1, 2, and 3 of the Agreement are hereby replaced with Exhibits A, 1A, 2A, 3A, and 4 attached to this Amendment.
9. The terms of this First Amendment shall apply to the services performed under the Agreement during the First Renewal Period. Notwithstanding this First Amendment, all services performed during the Initial Term of the Agreement shall be performed and compensated pursuant to the terms of the Agreement as in effect prior to the effectiveness of this First Amendment.
10. All the terms and conditions of the Agreement effective July 1, 2012 shall remain unchanged and in full force and effect, except as expressly amended by this First Amendment.

[Intentionally left blank.]

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

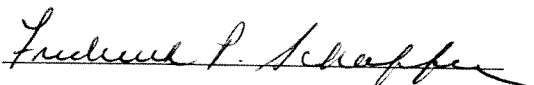
THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

By 

Title: AO

Date: 7/22/13

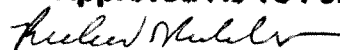
THE CITY UNIVERSITY OF NEW YORK

By 

Title: SVC & General Counsel

Date: 7/8/13

Approved As To Form



**The City University of New York
Office of the General Counsel**

Date: July 8, 2013

ACKNOWLEDGEMENTS:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 22 day of July, 2013, before me personally came Vincent Pullo known by me to be the Acco, of the DEPARTMENT OF SOCIAL SERVICES OF THE HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes therein mentioned.

Sharon C. James-Leonce
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 8th day of July, 2013, before me personally came Frederick P. Schaffer known by me to be the SVC & General Counsel of the CITY UNIVERISTY OF NEW YORK, the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.

Sophia Walsh
NOTARY PUBLIC

SOPHIA WALSH
Notary Public, State of New York
No. 01WA5023913
Qualified in Queens County
Commission Expires March 29, 2014

EXHIBIT A

Human Resources Administration
Family Independence Administration

College Opportunity to Prepare for Employment (COPE)

07/01/13 - 06/30/14

City University of New York (CUNY)

069-13-G-0311CA

FY14 Summary	Amount
COPE - Line Items	\$ 1,143,367
COPE - Performance Milestones	\$ 1,321,000
Graduation Success Initiative	\$ 1,762,057
CUNY Works	\$ 200,000
CUNY COPE Intracity Agreement	\$ 4,426,424

Exhibit 1A

COPE Program Infrastructure The City University of New York FY14		4/30/2013
PERSONNEL SERVICES ANNUAL BUDGET (PS)		
Job Title	FY14 Total	
Directors	\$ 250,000	
University Supervisor	\$ 11,000	
Coordinators	\$ 110,000	
HRA Liaisons	\$ 20,000	
Attendance Monitors	\$ 20,000	
Counselors	\$ 19,000	
Secretarial/Clericals	\$ 25,000	
Administrative Support	\$ 15,000	
Case Managers	\$ 75,000	
Release Time	\$ 33,000	
Data Entry and Evaluation	\$ 44,066	
	\$ -	
	\$ 622,066	
MTA Payroll Tax	\$ 2,115	
Fringe Benefits @ 38%	\$ 236,385	
Total Personnel Services (PS) Budget Request	\$ 860,566.19	
OTPS		
	FY14 Total	
Supplies	\$ 20,000	
Travel	\$ 100	
Special Events/incentives	\$ 6,000	
Student Transportation	\$ 159,894	
Total OTPS Costs	\$ 185,994	
Total PS	\$ 860,566	
Sub-Total PS and OTPS	\$ 1,046,560	
Indirect Costs @ 9.25% of Direct Costs	\$ 96,807	
Budget Request: PS-OTPS-Indirect Costs	\$ 1,143,367	

Exhibit 2-A

COPE GSI Program The City University of New York FY14		4/30/2013
PERSONNEL SERVICES ANNUAL BUDGET (PS)		
Job Title	FY14 Total	
Advisement Counselors	\$	250,000
Tutors	\$	108,000
Group Counselors	\$	135,000
University Supervision	\$	45,750
Program Evaluation	\$	-
Campus Administration	\$	105,000
Director	\$	100,000
Attendance monitor	\$	80,000
	\$	-
	\$	-
	\$	-
	\$	-
	\$	823,750
MTA Payroll Tax	\$	2,801
	\$	271,985
	Fringe 9.5%	\$ 10,260
Total Personnel Services (PS) Budget Request	\$	1,108,796
OTPS		
	FY14 Total	
Supplies	\$	21,758
Book Vouchers	\$	144,000
Graduation Incentives	\$	52,500
Student Laptops	\$	54,000
Seminars and Special Events	\$	-
Consultants	\$	16,813
Meetings and Group Activities	\$	80,000
Summer School	\$	75,000
Monthly Attendance Incentives	\$	60,000
	\$	-
	\$	-
	\$	-
Total OTPS Costs	\$	504,071
Total PS	\$	1,108,796
Sub-Total PS and OTPS	\$	1,612,867
Indirect Costs 9.25 % of Direct Costs	\$	149,190
Budget Request: PS-OTPS-Indirect Costs	\$	1,762,057

Human Resources Administration
Family Independence Administration
CUNY Works

07/01/13 - 06/30/14

City University of New York (CUNY)

PIN: 069-13-G-0311CA

Detail	Central	At Home	Adult Literacy CLIP/CTP	FY14 Total
PS:				
Central Office Coordination	\$ 22,087	\$ -	\$ -	\$ 22,087
Student Salaries		55,433	55,433	110,866
Facilitator	5,808			5,808
Sub-Total	27,895	55,433	55,433	138,761
FT Fringe (@ 38%)	10,600			10,600
MTA tax	95	188	188	472
PT B @ 9.5%		5,266	5,266	10,532
Total PS	38,590	60,888	60,887	160,365
OTPS:				
Student Support (includes: uniform allowance and metro cards)		11,051	11,051	22,101
Meetings/Events	375			375
Supplies	150			150
Staff travel	75			75
Total OTPS	600	11,051	11,051	22,701
Subtotal	39,190	71,938	71,938	183,066
Indirect @ 9.25%	3,625	6,654	6,654	16,934
Grand Total	\$ 42,815	\$ 78,592	\$ 78,592	\$ 200,000

Assumptions:

Individual students
Hourly Rate
Total weeks
Aprox. hours per wk

32	32	64
\$10.00	\$10.00	
16-24	16-24	
12	12	

Exhibit 4

COPE Program Performance Budget
The City University of New York
FY14

Milestone Budget

	A	B	C
Item	Estimated Number of Participants	Fee per Participant Achieving the Milestone	Total Funds by Milestone (A x B)
<i>30 Day Placement</i>	450	\$ 1,800	\$ 810,000
<i>90 Retention</i>	315	1,200	378,000
<i>180 Day Retention</i>	98	1,000	98,000
<i>10% increase</i>	70	500	35,000
TOTAL PERFORMANCE PAYMENTS			\$ 1,321,000