# HRA/FIA
# CONTRACT MANAGEMENT
# COOPERATIVE AGREEMENT
# COVER SHEET

| | |
|---|---|
| **VENDOR:** | **CITY UNIVERSITY OF NEW YORK (CUNY)** |
| **PROGRAM:** | **Perfect Opportunity for Individual Skills and Educational Development (POISED)** |
| **PIN:** | **15OHEFI00401** |
| **TERM OF AGREEMENT:** | **JULY 1, 2014 – JUNE 30, 2015<br>WITH THREE AUTOMATIC RENEWALS** |
| **BUDGET** | **$ 2,400,000 PER YEAR** |

# POISED

**THIS COOPERATIVE AGREEMENT** ("Agreement") dated as of the 28 day of October 2014, between the Family Independence Administration of the New York City Human Resources Administration ("HRA" or "Department") 180 Water Street, New York, NY 10038 and the City University of New York (hereinafter referred to as "CUNY"), an educational corporation pursuant to Education Law Article 125, with its principal place of business at 205 East 42nd Street, New York, NY 10017.

## WITNESSETH

**WHEREAS**, the Personal Responsibility and Work Opportunities Act of 1996, the Welfare Reform Act of 1997, and New York State and New York City regulations, require that most public assistance recipients of Temporary Assistance to Needy Families ("TANF") participate in an approved activity as a condition of receiving these benefits; and

**WHEREAS**, women: (i) who are less than eight months pregnant and/or (ii) who have a child or children up to three years old and (iii) who are in need of supervised job search, interview, networking and ongoing support after employment, are subject to this participation requirement ("Participants"); and

**WHEREAS**, in 1999, CUNY and HRA developed a program, Perfect Opportunity for Individual Skills and Educational Development "POISED FOR SUCCESS"; and

**WHEREAS**, POISED FOR SUCCESS was a successful collaboration; and

**WHEREAS** CUNY and HRA expanded POISED FOR SUCCESS in 2003 to include three components, POISED I, POISED II and POISED-AT-HOME; and

**WHEREAS**, POISED-AT-HOME is now being administered by the New York City Department of Health and Mental Hygiene ("DOHMH") under the Nurse Family Partnership program; and

**WHEREAS**, POISED I and POISED II components, under this Agreement, are hereinafter collectively called the "Program"; and

**WHEREAS**, the Program will offer comprehensive assessment, case management, education and support services to women who are subject to the participation requirement. Program participation is expected to provide these women with extra support for achieving family stability, employment and self-sufficiency goals; and

**WHEREAS,** POISED I is for HRA clients who are less than eight months pregnant or have a child or children up to three years old; and

**WHEREAS**, POISED II is for HRA Clients who have completed POISED I, who are not pregnant; and

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

## PART I – POISED PROGRAM AGREEMENT

### ARTICLE I - TERM OF AGREEMENT

A. The term of performance of this Agreement shall be for twelve (12) months from July 1, 2014 through June 30, 2015, unless sooner terminated as provided herein.

B. This Agreement shall be automatically renewed on the same terms and conditions, for three (3) consecutive twelve (12) month periods, subject to the annual appropriation and availability of funding, unless any such renewal term is sooner terminated as provided herein.

### ARTICLE II - RESPONSIBILITIES OF CUNY

A. CUNY shall implement the Program, which is specifically designed to meet the needs of pregnant women receiving TANF benefits.

B. The Program will operate at three (3) Sites: Bronx Community College ("BCC"), The City College of New York ("CCNY"), and Medgar Evers College ("MEC") (collectively, "the Sites"). The Sites will serve approximately 1200 Participants and will offer the following components:

1. **POISED I,** a program consisting of a one to two week Vestibule experience (i.e. extended orientation) followed by up to 12 weeks of full-time education, training, parenting and job readiness, for approximately 1200 Participants;

2. **POISED II,** a full-time program consisting of up to 12 weeks of concurrent job search and work experience for POISED I graduates who have not found employment.

3. Prior to recesses and furloughs, including summer Fridays off [see Article VI below] CUNY will give Participants academic and job readiness/job search assignments. After recesses and furloughs, including summer Fridays off, CUNY will follow up on such assignments..

### ARTICLE III - PROGRAM DESCRIPTIONS

A. POISED I

1. POISED I will be offered in classes of 20-30 Participants, and will consist of the following activities:
   a) Parenting/Health Classes

   b) Academic Enrichment

c) Computer Literacy

d) Preparation for Family- and Self-Sufficiency

2. a) Approximately 1200 Participants will be served during the year. These Participants include an estimated 100 who will be carried over from FY 2014 POISED I and II, and 1100 new Participants to be accepted into the Program at a rate of approximately 95 per month, depending on space availability.

b) Participants shall be deemed enrolled in POISED I upon satisfactory completion of the Vestibule experience.

3. A Participant who completes POISED I is expected to achieve the following outcomes:

a) Creation of an Individual Development Plan ("IDP") for improving literacy, mathematics, language, parenting, and job readiness skills, and will include a realistic plan for moving into employment or a work activity after the birth of her child.

b) Significant improvement in literacy, mathematics, and language skills as measured by appropriate testing instruments (such as Tests of Adult Basic Education, Test Assessing Secondary Completion (TASC) Predictor Test, Informal Reading inventory) as well as through self-evaluation and instructor evaluations.

c) Familiarity with computers and facility with the Internet.

d) Creation of a personalized Family and Self-Care Manual that she can refer to in parenting her newborn through the child's fifth birthday and for integrating the child into an existing family structure.

e) An understanding of maternal and child health and nutrition principles as well as good parenting and stress management skills.

f) An understanding of benefits available to low-income women who are pregnant or have young children.

g) Creation of a work portfolio that includes a resume, job search record, a generic employment application, at least one letter of recommendation, three (3) references, and samples of work done on the computer.

h) An understanding of the "soft skills," e.g., regular attendance, punctuality, and interpersonal relations, expected of good employees.

i) An understanding of how to access work-related and transitional benefits once employment has been obtained.

4. Participants who have not obtained employment by the time they complete POISED I will be offered the opportunity to participate in POISED II.

B. <u>POISED II</u>

1. a) CUNY will provide HRA with a list of Participants to be transferred into POISED II. POISED II will provide intensive job search and supervised work experience.. Each Site will serve up to 15 Participants in POISED II at any given time.

b) In the event that all POISED II slots are filled, Participants may remain in POISED I until a POISED II slot becomes available, space permitting.

2. POISED II will include the following components:

a) <u>Intensive Job Search</u>

A job search will include job leads, networking, interview follow-up, and ongoing support after employment is obtained to ensure retention and proper documentation and reporting to HRA. Participants will be referred to job interviews as often as practicable. For individuals who do not have an interview scheduled, individualized and group activities designed to direct the job search and enhance employability will be offered. Depending on the needs of the Participant, some or all of the following will be included:

i) Education - Targeted skills instruction in employment, parenting and health issues/situations. Employment test preparation and "express" TASC test preparation will also be provided where warranted.

ii) Computer Skills - Resume and letter writing; speed and accuracy development for employment tests; and researching job leads and occupations on the Internet.

iii) Group Counseling - Support group on employment-related issues. Content will include feelings and experiences during employment interviews, transitioning off welfare, job retention and advancement, and other issues to be determined based on the needs/consensus of the group.

iv) Intensive Job Search - Job development and placement, interview preparation and follow-up, resume writing, etc.

b. Supervised Work Experience Program ("WEP")

i) In partnering with HRA's WEP, CUNY shall comply with the New York State Social Services Law Section 336-c ("SSL § 336-c) and the provisions of the HRA WEP Manual (attached and marked as **Exhibit A),** including but not limited to providing Workers Compensation ("WC") Insurance or equivalent protection to all WEP Participants (On-site as well as Off-site WEP Participants.

ii) On-site WEP is only available at BCC and MEC.

iii) CUNY will employ staff, including Counselors, Employment Specialists and Attendance/Retention Monitors, to develop work assignments for POISED II Participants and to place and monitor the Participants in these work assignments. Assignments will be designed to enhance Participants' job readiness skills.

iv) At BCC and MEC, the Counselor or Employment Specialist will survey all college offices to identify appropriate potential placements. Most placements will be in the area of office services, including but not limited to: office assistants, receptionists, library assistants, clerks, and data entry assistants. In order to accommodate Participants who may prefer a different environment, the Counselor and/or Employment Specialist will also try to develop placements in food services, building maintenance, and mailroom. Additionally, non-profit and community based organizations ("CBO") that are in close proximity to the campus may be contacted by the Counselor and/or Employment Specialist to identify appropriate off-campus work experience opportunities. Should a Participant be placed at any such CBO or an entity other than CUNY, then CUNY shall require the CBO to provide Workers' Compensation coverage to the extent required by the SSL §336-c law and the HRA WEP manual (**Exhibit A**).

v) BCC and MEC will each develop up to fifteen (15) placements for their Participants at any given time. Development will be ongoing as necessary, and BCC and MEC will make reasonable efforts to maintain a cushion of extra placement positions.

vi) For each placement, a Workplace Supervisor will be identified and a description of responsibilities will be obtained. Workplace Supervisors will be advised of the purpose of the Program, the monitoring procedures, and requirements to provide written evaluations of Participants' progress.

vii) Participants who are close to completing POISED I, are not pregnant, and are not yet job-ready will be referred to the Counselor and/or Employment Specialist for placement. The Counselor and/or Employment Specialist will discuss available openings with the Participant, and identify an appropriate position. The Counselor and/or Employment Specialist will call the Workplace Supervisor to set up an interview appointment for the Participant, and will help the Participant prepare for the interview. The Workplace Supervisor will advise the Counselor and/or Employment Specialist about the outcome of the interview, arrange a start date if the Participant is accepted, and provide feedback if the Participant is not accepted. If the Participant is not accepted, the Counselor and/or Employment Specialist will work with her to find another placement. If the Participant is accepted, she will be given a work schedule and informed about the attendance requirement. The Workplace Supervisor will provide the Participant with an orientation to the tasks of the job, and will supervise her day-to-day work.

viii) Participants who are placed on campus will report to the Attendance/Retention Monitor's office to sign in each morning and to sign out each evening. The Attendance/Retention Monitor will visit each on-campus workplace monthly to monitor the Participant's progress.

ix) Off-campus Participants will sign in and out at their workplaces. The Attendance/Retention Monitor will call the Workplace Supervisors daily to verify attendance and discuss any pressing issues, and will visit workplaces at least once within the first six weeks of placement.

x) The Attendance/Retention Monitor will keep the Employment Specialist informed about each Participant's progress, and recommend Participants for placement as they become job-ready. The Attendance/Retention Monitor will inform the Workplace Supervisor when a Participant is absent because of a job interview, and will assist the Participant in obtaining letters of reference from the Workplace Supervisor.

xi) CUNY will follow HRA guidelines and requirements for WEP supervision.

3. Job Placement Outcomes

137 Participants will obtain employment for at least 20 hours per week at minimum wage or higher, as documented by a completed HRA form FIA3A.

Outcomes for these 137 Participants who are placed in jobs will be as follows:

a) 69 will be retained for at least 30 days as documented by a pay stub or employer letter or by HRA confirmation of re-budgeting or case closure for at least 30 days;

b) 54 will still be employed on the same or a different job 90 days later, as documented by pay stub or employer letter or by HRA confirmation of re-budgeting or case closure for at least 90 days;

c) 33 will still be employed on the same or a different job 180 days later, as documented by pay stub or employer letter or by HRA confirmation of re-budgeting or case closure for at least 180 days.

Failure to meet any of these outcomes will not be deemed a default under the Agreement.

4. Retention Program

Once employment is obtained, and to promote retention and advancement, Participants will be offered appropriate follow-up services, including counseling, on-going job placement, and invitations to topical workshops, for 6 - 9 months after obtaining employment. Each Participant will be strongly urged to call at least weekly during the first month and biweekly thereafter to receive ongoing encouragement and support. CUNY Program staff will call those Participants who do not initiate contact weekly for the first month following their employment start-date and monthly thereafter. Telephone contact will be continued for at least 6 months, unless the Participant becomes unreachable or refuses phone calls. During each call a telephone survey will be used to determine their employment status (i.e. whether Participants are still working, are in need of additional services, or have been promoted on their jobs), and information about the well-being of their families. Funding permitting, Participants will be offered incentives, such as Metrocards, gift certificates, and celebratory events to cooperate with the survey and to provide documentation of their continued employment. If interested and eligible, they will also be referred to other suitable HRA and/or CUNY programs. Participants who have become unemployed or desire to change or upgrade their employment situations will be provided with additional job placement assistance, when possible.

## ARTICLE IV - HRA RESPONSIBILITIES

A. Twice a year, HRA's Office of Contract Monitoring will conduct Site visits unless an issue is identified that would require additional visits.

B. During the Term, HRA will refer a sufficient number of clients to participate in the Program to provide CUNY with at least twelve hundred (1200) enrolled Participants in

POISED I. HRA will conduct all intake screening of clients to determine eligibility for the Program. Referrals to POISED I will be made on a monthly basis.

C. HRA will review CUNY invoices and promptly certify them for payment.

D. HRA will create and manage a Case Management Unit ("CMU", to be staffed by HRA Job Opportunity Specialists, a supervisor and a Project Coordinator, that will handle client call-in and information collection so as to facilitate the Program, funding eligibility determination and referral to CUNY. The CMU staff will be responsible for informing all pregnant clients, that upon enrollment, participation in the Program is mandatory.

E. HRA CMU staff will help to support and retain Participants.

F. HRA will refer POISED II Participants at CCNY to a non-CUNY WEP site.

## ARTICLE V - ADDITIONAL PROJECTS

A. CUNY and HRA may work in collaboration to design and implement additional mutually agreed upon special projects intended to improve their ability to provide appropriate quality services to Participants, or to provide similar services to other populations, e.g., noncustodial fathers or teen parents.

B. At HRA/FIA discretion, any tasks undertaken in this Article will be on a pilot basis and may require a separate agreement and/or additional monies for implementation.

C. Nothing in this Article shall be deemed as requiring the design or implementation of any set number of tasks. If either party is unwilling to engage in a project under this Article, no penalties will be invoked.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

# ARTICLE VI- PROGRAM CALENDAR

## 2014-2015 PROGRAM CALENDAR

The POISED for Success Program Year Calendar follows the New York City Department of Education calendar. Any change in the Department of Education calendar will require written modification of the dates below .The dates listed below indicate when the Program, except for work assignments, will be suspended. Dates are approximate and change from year to year. New Starts that fall within furlough dates should be cancelled.

| | |
|---|---|
| June 26 - July 5, 2014 | Pre-Summer Furlough* |
| June 27 - August 15 | CUNY Summer Schedule (all colleges are closed on Fridays; participants will attend Monday - Thursday and receive furlough assignments for Fridays)* |
| September 1 | Labor Day |
| September 1-9 | Summer Furlough * |
| September 24-26 | Rosh Hashanah |
| October 3 | Yom Kippur (observed) |
| October 13 | Columbus Day (observed) |
| November 11 | Veteran's Day |
| November 27-28 | Thanksgiving Holiday |
| December 24, 2014 - January 2, 2015 | Winter Recess* |
| January 19 | Dr. Martin Luther King, Jr. Day |
| February 12 | Lincoln's Birthday |
| February 16 | President's Day |
| February 17-20 | Mid-Winter Recess* |
| April 6- April 10 | Spring Recess |
| May 25 | Memorial Day (observed) |
| June 11 | Chancellor's Conference Day (NYC Schools closed) |
| June 26- July 6 | Pre-Summer Furlough* |

*During furloughs/recesses/summer schedule Fridays, participants are given extended academic and job readiness/job search assignments that are monitored and followed up by program staff.

## ARTICLE VII - BUDGET

A. Terms of Payment

HRA agrees to pay and CUNY agrees to accept an amount not to exceed two million, four hundred thousand dollars ($2,400,000.00) based upon the following guidelines and **Exhibit B**, the Budget, which is hereby incorporated into and made part of this Agreement:

1. Two million two hundred eighty thousand dollars ($2,280,000.00) will be allocated on a line-item basis to support POISED I, and coordination of the Program.

2. One hundred twenty thousand dollars ($120,000.00) will be allocated for incentives as follows:

   a) Job Placements: a maximum of $120,000.00 will be paid for attainment of the following Milestones:

      i) One thousand dollars ($1,000.00) will be paid for each Participant for whom documentation is received of thirty (30) day retention, for a maximum of $69,000.00 (up to 69 Participants);

      ii) Five hundred dollars ($500.00) will be paid for each Participant for whom documentation is received of ninety (90) day retention, for a maximum of $27,000.00 (up to 54 Participants).

      ii) Four hundred dollars ($400.00) will be paid for each Participant for whom documentation is received of one hundred and eighty (180) day retention, for a maximum of $13,200.00 (up to 33 Participants).

   b) POISED I Milestones: Incentives will not exceed a total of ten thousand, eight hundred dollars ($10,800.00). One hundred dollars ($100.00) will be paid for each Participant for whom documentation is received of educational improvement, for a maximum of $10,800.00 (up to 108 Participants).

B. Initial Allocation

If requested, HRA shall make an initial allocation of 25% (three months) of the performance-based allocation ($30,000.00) to be expended on costs related to job placement and retention. These funds shall be recouped from subsequent payments during the term of this Agreement on the following dates in the following amounts:

December 31, 2014, $6,000.00 (20%) of the advanced amount.
January 31, 2015, $6,000.00 (20%) of the advanced amount.
February 28, 2015, $6,000.00 (20%) of the advanced amount.
March 31, 2015, $6,000 (20%) of the advanced amount.
April 30, 2015, $6,000 (20%) of the advanced amount.

Subsequent payments to CUNY for Placement Milestones achieved will be reduced by the indicated amounts at the indicated times. One hundred percent (100%) of advanced funds will be reconciled by April 30, 2015. In the event that payments are insufficient to cover the recoupment amounts, HRA will directly bill CUNY.

C. Subsequent Disbursements

1. CUNY shall bill HRA on a monthly basis for Milestones attained.
2. CUNY shall submit to HRA a monthly invoice for expenditures related to the line item portion of the budget.

D. Unexpended Funds.

All funds provided by HRA that remain with CUNY at the end of this Agreement, for which CUNY did not voucher and for which no services were provided pursuant to this Agreement, shall remain the property of HRA, and shall be returned to HRA at the expiration or sooner termination of this Agreement

## ARTICLE VIII – PROGRAM BUDGET JUSTIFICATION

A. Site Personnel

1. Depending on program size and budget, each Site will employ the following personnel:

a) 1 full-time **Program Director** who is responsible for the educational leadership of the Program, hiring the other staff members, staff supervision, Program organization and administration, data collection, reporting, liaison between CUNY and HRA.

b) 1 full or part-time Administrative Manager or **Program Assistant**, who is responsible for maintaining purchasing and personnel records, data management, program communications, preparing a Monthly Outcome Report and entering related information into NYC Work, Accountability and You Program, and other tasks as required to support the Program Director.

d) 2 to 5 full or part-time **Counselors** including

i) 1 **Intake/Orientation Counselor** who is responsible for conducting recruitment, intake and orientation activities and smoothing transition of new Participants into existing classes, including case management of new Participants while they are in the vestibule phase of the Program;

ii) 1 -2 **Group Counselors** who are responsible for development and delivery of the counseling components of the POISED I and POISED II programs, and, in cooperation with the Employment Specialist, making referrals to employment and to WEP; and

iii) 1-2 **Case Management Counselor(s)** (1 per 60-80 Participants on combined POISED I and POISED II rosters) who are responsible for providing individual counseling, coordination between POISED staff, development of resource linkages, making referrals of Participants to other service providers and working with HRA Case Managers to resolve issues that threaten Participants' ability to attend the Program.

iv) 1 **Attendance/Retention Monitor** who is responsible for supporting the Case Management Counselor in monitoring attendance of all Participants, monitoring WEP attendance, and assisting the Group Counselor(s) in monitoring job retention.

v) 1 Employment Specialist who is responsible for facilitating Participants' employment acquisition and retention by assessing Participants' interests, work history, and work readiness; providing job search instruction, interview preparation, and job retention strategies; and job development and post-placement follow-up; and reporting employment milestones to HRA.

e) 4-6 full or part time **Instructors,** including

i) 3 to 5 **Classroom Instructors** for POISED I.

ii) 1 **Computer Instructor/Technician**, who is responsible for assisting classroom instructors in computer instruction in word processing and Internet applications for academic purposes; is responsible for curriculum development and instruction in computer applications for employment purposes; and provides technical assistance to all staff members on computer-related learning issues.

iii) 1 **Parent and Health Educator**, who is responsible for curriculum development and instruction in the POISED I parenting and health components, and for the provision of technical assistance to academic instructors in all components.

B. CUNY will employ the following personnel:

a) One part-time (forty percent) University **POISED Director**, who is responsible for oversight of all aspects of POISED, including Program planning, coordination, monitoring and evaluation, liaison with HRA and Sites and budgets.

b) One full time **POISED Senior Program Coordinator** who is responsible for providing support and technical assistance to Program staff on curriculum development, instructional and counseling issues.

c) One part-time (twenty-five percent) **Administrative Coordinator** who is responsible for providing support and technical assistance to Program staff on administrative and compliance issues

d) 1 part-time (seventy five percent) **Program Assistant** who is responsible for general clerical tasks related to Program oversight, including data collection, Program communications and maintenance of all necessary files and records.

C. Any change to the personnel complement detailed above due to new Common Core educational standards may only be made through written modification.

**ARTICLE IX. OTHER THAN PERSONNEL SERVICES ("OTPS")**

The OTPS funds will be used as follows:

A. Office Supplies - Sites and the Office of Academic Affairs will purchase a variety of supplies needed to support the Program's regular functioning.

B. Instructional Supplies - Each Site will purchase a variety of instructional supplies. The Office of Academic Affairs allocation will be used to purchase training supplies for staff participating in staff development.

C. Other - These funds will be used to cover expenses for staff travel, refreshments for meetings, staff training, postage, printing and computer supplies, and participant incentives.

**ARTICLE X - INVOICES**

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

NYC Human Resources Administration
FIA Office of Employment & Contract Services
180 Water Street –20th Floor
New York, NY 10038
Attn: Thomas Patrick Harper

B. All Invoices must be submitted on an official Intra-Agency Invoice form, signed by the CUNY Research Foundation Manager of Grants and Contracts (or his or her designee), certifying that the reimbursement sought is not funded by any other city, state or federal jurisdiction, and containing the following typewritten 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 the Department, 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 the program described in this invoice."

C. The parties acknowledge that, pursuant to a certain Agreement dated October 20, 1983, between the CUNY Research Foundation (the "RF") and CUNY, the RF will act as CUNY's fiscal agent to administer the funds received pursuant to this Agreement. The RF, acting as CUNY's fiscal agent, will prepare monthly invoices supported by the RF's computer printout.

D. As the period of performance contemplated by this Agreement involves performance by CUNY in subsequent City Fiscal Years, funding for such periods shall be subject to the appropriation and availability of funds for such subsequent City Fiscal Years.

E. Eligibility for TANF Services.

Subject to State law and relevant regulations, CUNY shall have all non-Public Assistance Temporary Assistance for Needy Families ("TANF") services program applicants complete and sign an HRA-approved TANF 200% services certification form attesting to their eligibility for TANF 200% services. CUNY will determine TANF 200% services qualification based upon the information provided by applicants on their TANF 200% services certification forms. CUNY shall review and sign each Participant's TANF 200% certification form. CUNY shall submit to HRA, in a format (electronic or other) specified by HRA, the names and social security numbers of all Participants who have not completed the certification form in order to enable HRA to compare these individuals against its computer databases to identify persons with categorical TANF eligibility.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

# PART II: GENERAL TERMS

## ARTICLE XI - PROPERTY

A. All Furnishings, goods, equipment, supplies and other property acquired in whole or in part by funds provided for in this section by the City ("City-owned property") shall be clearly marked or identified by CUNY as HRA/City-owned property. During the term of this Agreement (and any renewals thereof), such City-owned property shall be in the custody and control of CUNY. While in CUNY's custody, possession or control, any such property shall be maintained in a first-class condition and CUNY shall bear all risk of loss and damages with respect thereto, normal wear and tear excepted. CUNY shall not dispose of City-owned property without prior written approval of HRA. Notwithstanding any other provision of this Agreement, such property as is acquired wholly with CUNY funds will remain the property of CUNY.

B. CUNY will maintain an up-to-date inventory of furniture and equipment and submit such as requested and as part of the last invoice submission.

## ARTICLE XII - PUBLICITY AND INTELLECTUAL PROPERTY

A. The prior written approval of HRA is required before CUNY or any of its employees, servants, agents, or independent contractors may, at any time, either during the term of or after the completion or termination of this Agreement, make any statement or issue any communication to the press bearing on the work performed or data collected under this Agreement.

B. Instructional materials and curricula used in established CUNY for-credit and continuing education courses shall be the sole property of CUNY or as established in CUNY's Intellectual Property Policy:

C. Any and all materials written or developed by CUNY under the terms of, or specifically for utilization under, this Agreement shall become the exclusive property of HRA and shall not be used by CUNY except as permitted in subdivision D below.

D. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement, nor of the results and accomplishments thereof, without the prior written permission of HRA, which shall not be unreasonably withheld. In the event such permission is granted, HRA shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for non-commercial purposes, such portion of the publication dealing with such aspect of performance, results and/or accomplishments. In preparing any of its own materials based on the CUNY-prepared materials, HRA will give CUNY and the principal investigator full credit.

E. This Article shall remain in full force and effect following the termination of this Agreement.

## ARTICLE XIII - RETENTION OF RECORDS

CUNY agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the date of final payment or termination of this Agreement, whichever occurs later. City, State, and Federal auditors and any other persons duly authorized by HRA shall have full access to, and the right to examine any of, such materials during such period. HRA will give CUNY reasonable notice of any such audit.

## ARTICLE XIV - COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and Local Laws, rules and regulations as are in effect at the time such services are rendered including, without limiting, 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 parts 84 and 85.

## ARTICLE XV – CONFIDENTIALITY

A. All HRA client information obtained, learned, developed, or filed by CUNY, including data contained in official HRA files or records, shall be held confidential by CUNY pursuant to the provisions of the Social Services Law of the State of New York, the Federal Social Security Act, and any applicable regulations promulgated under either of them and shall not be disclosed by CUNY or 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 CUNY under this Agreement are to be held confidential, and CUNY agrees that the same shall not be made available to any person, organization, agency, or other entity without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been provided prior notice of the request for disclosure or as otherwise required by law.

C. All information about Participants obtained by or from a College or CUNY shall be held confidential pursuant to the provisions of The Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g).

D. This Article shall remain in full force and effect following any termination of this Agreement.

## ARTICLE XVI - SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 3, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

**ARTICLE XVII - TERMINATION**

A. Either CUNY or HRA shall have the right to terminate this Agreement in whole or in part:
   1. without cause, by giving three months' written notice; or

   2. for good cause, by giving the other party thirty (30) days' written notice with an opportunity to cure any default within said thirty (30) days.

B. HRA shall have the right to terminate this Agreement in whole or in part by giving thirty (30) days' written notice for the following reasons:

   1. if Federal or State reimbursement is terminated or not allowed;

   2. if City funds are terminated;

   3. if there is a lack of availability of HRA in-house staffing resources; or

   4. if there is a change in Agency priorities.

C. In the event of termination of this Agreement, for whatever cause, HRA will pay all costs and un-cancellable obligations incurred by CUNY and/or the RF up to and including the effective date of such termination, including, without limitation, all obligations imposed by law.

**ARTICLE XVIII - ASSIGNMENT**

Except as required by Article X (C) above, CUNY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of CUNY's right, title, interest obligations or duties herein, or CUNY's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Agreement, unless the prior written consent of the Commissioner of HRA or his or her designee shall first be obtained (which approval shall be attached to the original Agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department shall be deemed in any event or in any manner to provide for the incurring of any obligation of the Department in excess of the amount specified in Article VII above. Any such assignment, transfer, conveyance, sublease or other disposition without such consent shall be void.

**ARTICLE XIX - NOTICE**

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 – POISED
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- POISED
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 – POISED

TO NYC HRA

Mr. Thomas Patrick Harper
NYC Human Resources Administration
FIA Office of Contract Management
180 Water Street, 20th Floor
New York, NY 10038.

**ARTICLE XX - MODIFICATION**

This Agreement may be modified by the Parties in writing.

**ARTICLE XXI - ENTIRE AGREEMENT**

This Agreement contains all of 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, to bind either of the Parties, nor to vary any of its terms.

**[THIS REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

THE CITY UNIVERSITY OF NEW YORK

BY: Frederick P. Schaffer

TITLE: General Counsel

DATE: Oct. 22, 2014

Approved As To Form
LTN
The City University of New York
Office of the General Counsel
Date: 10/22/2014

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

BY:

TITLE: Am

DATE: 10/28/14

STATE OF NEW YORK)

COUNTY OF NEW YORK) SS:

On this 28 day of Oct 2014, 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/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Sharon James-Leonce

NOTARY PUBLIC

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2016

STATE OF NEW YORK)

COUNTY OF NEW YORK) SS:

On this 22nd day of October 2014, before me personally came Frederick P. Schaffer, to me known and known to be General Counsel of THE CITY UNIVERSITY OF New York, the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Sophia Walsh-Newman

NOTARY PUBLIC

SOPHIA WALSH-NEWMAN
Notary Public, State of New York
No. 01WA5023913
Qualified in Queens County
Commission Expires March 29, 2018

Exhibit A

# WORK EXPERIENCE PROGRAM

NYC
Human Resources Administration
Department of Social Services

Robert Doar
Commissioner

180 Water Street
New York, NY 10038

212 331 6000

W-1
Rev. 3/08

November 28, 2012

Dear Work Experience Partners:

As Work Experience Program (WEP) providers you are welcoming our clients into your workplace to allow them to gain the skills and behaviors they need to be successful in gaining or re-gaining self-sufficiency. In exchange, you gain a supplemental work force at no cost to help fulfill the daily goals of your agency.

This WEP manual is a reference guide for your agency to use the HRA systems, understand the business rules, and learn from the best practices of more than 15 years of welfare reform to administer a successful WEP program. Additionally, I encourage you to regularly reach out to my team to share your insights, recommendations, and experience on how WEP can be enhanced to perform optimally for you and our clients.

Thank you for your partnership and being an instrumental part of our nationally recognized employment model in which WEP has historically played a crucial part.

Sincerely,

Robert Doar

# TABLE OF CONTENTS


1 **OVERVIEW** .......... **4**

1.1 Back to Work (B2W) and Work Experience Program (WEP) .......... 6

1.2 Work Experience Program Options .......... 6

1.3 Work Experience Management (WEM) .......... 6

2 **SPONSORING AGENCY: MANAGING THE WEP ASSIGNMENT** .......... **8**

2.1 Sponsoring Agency Overview .......... 9

2.2 Creating a WEP Work Activity .......... 10

2.3 WEP Orientation .......... 11

2.4 Selecting a Worksite for an Intern .......... 11

2.5 Supervising Interns .......... 12

2.5.1 Performance Evaluations .......... 12

2.5.2 Intern Case Files .......... 13

2.5.3 Supporting Employment Goals .......... 14

2.6 Requesting a Change in WEP Schedule .......... 14

2.7 Work Experience Program Supports .......... 14

2.7.1 Transportation ..... 14

2.8 Injured on the Job ..... 15

2.9 Intern's Rights and Responsibilities ..... 15

**3 ATTENDANCE PROCEDURES ..... 16**

3.1 Daily Timekeeping System (DTS) and Web Integrated System for Employment (WISE) System ..... 17

3.2 Timekeeping ..... 17

3.2.1 Timekeeping Roster ..... 18

3.2.2 Participant Time Sheet ..... 18

3.3 Infractions ..... 19

3.3.1 Failure to Report (FTR) ..... 19

3.3.2 Failure to Comply (FTC) ..... 19

3.3.3 Excused Absences (Documentation) ..... 19

3.3.4 Excused Absences (No Documentation) ..... 19

3.3.5 Time Deficiency Policy ..... 19

3.4 Conciliation Conference ..... 20

3.5 Notice of Intent (NOI) ..... 20

3.6 Fair Hearing ..... 20

3.7 Sanction ..... 21

3.8 Participant Change of Status (PCS) Form for CA Clients ..... 22

**4 PROGRAM MANAGEMENT ..... 24**

4.1 Work Experience Management Production Calendar ..... 25

4.2 Returning Program Materials ..... 25

4.3 Lost or Stolen Check(s) ..... 26

**5 WORK SUPPORTS ..... 27**

5.1 Transitional Benefits ..... 28

5.1.1 Work Supports ..... 28

**6 REFERENCE MATERIALS ..... 29**

6.1 Abbreviations ..... 30

# 1 OVERVIEW

Thank you for partnering with the Human Resources Administration (HRA) in its Work Experience Program (WEP). HRA provides temporary help to individuals and families with social service and economic needs to assist them in reaching self-sufficiency. Through your partnership with HRA in WEP, it is HRA's goal to provide Cash Assistance (CA) and Supplemental Nutrition Assistance Program (SNAP) recipients with a simulated work experience where they can gain the skills and experience needed to find and keep a job.

As a WEP sponsoring agency, you are critical to helping HRA achieve its mission. You will be working with CA and SNAP recipients who are interning with the WEP program and who are ready to work. While they are gaining work experience with you, they are also engaged with a Back to Work (B2W) vendor who will help them find and keep a job. By combining the benefits of both WEP and B2W, clients are fulfilling their HRA requirement of being engaged in work-related activities while advancing their career goals.

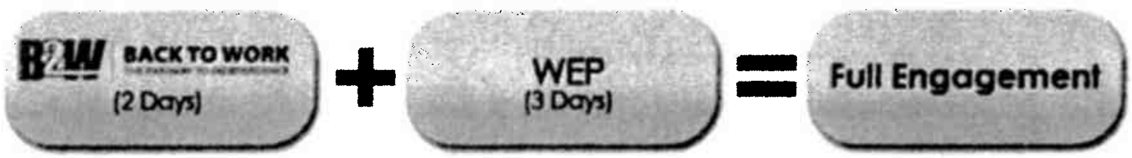
This manual is your guide to administering the Work Experience Program (WEP). It explains:

- The basic policies and procedures of WEP
- The intern selection process
- How to supervise interns
- Administering performance evaluations
- The rights and responsibilities of interns
- How to track and submit attendance records
- How to handle cases where interns are not compliant with program rules
- What to do if an intern is injured on the job
- The materials associated with managing the program
- Intern transportation assistance and other work-related benefits

## 1.1 Back to Work (B2W) and Work Experience Program (WEP)

HRA's B2W program is designed to help clients find jobs as quickly as possible. B2W vendors provide essential employment services to CA applicants and recipients as well as SNAP recipients. HRA Job Centers (JC) interview WEP candidates to determine their skill levels, education, work history, and work preference. Candidates, who are employable, are referred to a B2W vendor and a concurrent WEP work activity until they find a job.

While at the B2W vendor site, interns participate in continuous job search, job preparation, and training activities to help increase their chances of landing a job. B2W and WEP comprise a mandatory 35-hour-per-week commitment by the intern, typically broken down as follows:




## 1.2 Work Experience Program Options

WEP offers interns experience in three main areas:

- Office Services
- Maintenance Services
- Human/Community Services

## 1.3 Work Experience Management (WEM)

WEP is managed by the Work Experience Management (WEM) team. WEM assists sponsoring agencies by:

- Providing procedural and systems training, e.g., Daily Timekeeping System (DTS)
- Providing program materials to assist in the assignment process
- Monitoring program worksites to ensure contractual and procedural compliance
- Holding quarterly review meetings with sponsoring agencies to discuss program performance
- Developing and distributing orientation guides for interns
- Providing services to interns through the Participant Services Unit (PSU)

WEM comprises three units:

## 1. CLERICAL

- Prepares and distributes biweekly intern new-start materials
- Responds to inquiries regarding the status of WEP interns
- Reviews the daily attendance records entered into DTS
- Reviews all non-sanctioned statuses to ensure employable interns are participating

## 2. FIELD SERVICES

- Conducts site visits to all agencies to monitor program compliance
- Completes field reports that define the areas evaluated during site visits
- Conducts informal individual and/or group interviews with WEP interns to evaluate their perception of the program, and to ensure compliance with program requirements
- Provides on-site training and assistance to agency staff

## 3. PARTICIPANT SERVICES

- Responds to intern requests regarding transfers outside of their sponsoring agency
- Assists interns with transportation-related questions and/or changes in hours
- Helps interns with barriers preventing employment
- Assists interns requesting training enrollment

# 2 SPONSORING AGENCY:
## MANAGING THE WEP ASSIGNMENT

## 2.1 Sponsoring Agency Overview

WEP sponsoring agencies will be provided with a supplemental workforce that can assist them in reaching their agency's goals. Interns receive work experience to prepare them to find and keep jobs in the labor force, which is HRA's ultimate goal for these clients. With this goal in mind, in order to maintain your intern workforce, HRA requires the sponsoring agency to:

- Meet program management standards
- Provide WEP positions for the time specified in the agreement with HRA
- Provide the names of designated staff to fill the roles of coordinator, supervisor, and timekeeper
- Inform HRA of the orientation location, time and seating capacity, and submit in writing any changes (at least six weeks in advance)
- Train all staff (supervisors, coordinators, and timekeepers) on the goals and objectives of the program
- Ensure that all interns have workers' compensation coverage
- Provide new-start orientations for interns regarding policies and procedures of WEP, its mission, and specific agency requirements
- Establish a work schedule that supplements the B2W schedule
- Establish an environment that motivates interns to work hard and gain new skills
- Attend all scheduled training and supervisor meetings with HRA/WEM
- Pickup, complete, and return program materials to WEM according to their calendar
- Assist Field Service representatives during site visits

## 2.2 Creating a WEP Work Activity

The WEP work activity should help the intern develop skills needed for today's job market. The sample of standard job titles in the following table can be used as a guideline to define work tasks. The titles shown are typical titles of positions interns are expected to fill. Each agency may have specific tasks that are unique to its worksite, and those may be included as long as they do not duplicate the duties of a unionized employee.

| SAMPLE OF STANDARD JOB TITLES | |
|---|---|
| **TYPES OF SERVICE** | **JOB TITLE** |
| **Office Services** | • Clerical Assistant<br>• Messenger<br>• Office Machine Assistant<br>• Stock Assistant<br>• Telephone Assistant<br>• Mail Room Assistant<br>• Receptionist Assistant<br>• Computer Data Entry Assistant |
| **Maintenance Services** | • Attendant Assistant<br>• Custodial Assistant<br>• Elevator Assistant<br>• Watchman Assistant<br>• Motor Vehicle Assistant<br>• Institutional Assistant<br>• Grounds Keeping Assistant |
| **Human/Community Services** | • Community Services Assistant<br>• Food and Housekeeping Assistant<br>• Child Care Assistant<br>• Community Environmental Assistant<br>• Food Service Worker<br>• Interpreter's Assistant<br>• Community Patrol Person<br>• Dishwater |

## 2.3 WEP Orientation

Interns should be introduced to the objectives of WEP, the rules and regulations, their responsibilities as an intern, and the opportunities available under the program. The WEP brochure is a good source of information and should be discussed thoroughly with each new intern.

During an orientation your agency should discuss:

**CA =**
**Must engage 35 hours / week (M-F, 9-5)**

**SNAP =**
**Flexible schedule (120 hours / month)**

- Sponsoring agency's mission
- Rules associated with CA and SNAP
- How and why B2W/WEP activities must mirror a 35-hour work week
- 100% mandatory attendance policy
- The personal advantages and financial benefits of working
- The importance of participating in the B2W program and finding a job, using the "A Job is Your Path Out of Poverty" materials provided by HRA
- Details of the WEP internship
- Intern's rights and responsibilities under the program
- Transitional (work supports) benefits
- "Right to Know" training (hazards in the workplace)
- Sexual Harassment and Equal Employment Opportunity (EEO)

## 2.4 Selecting a Worksite for an Intern

When selecting a worksite for an intern:

- Locate the intern as close as possible to their residence and/or child-care provider (travel time should be no more than 90 minutes)
- Give the intern a written referral to take to their worksite. The worksite referral should include the intern's personal information, weekly required hours, concurrent schedule, name and address of the worksite location, reporting date and time, and the site code (if applicable). A copy of this referral form should be kept in the intern's case file
- Inform the intern of the policies regarding transportation and child-care assistance (if applicable)
- Make accommodations for any physical limitations which may limit an intern's effectiveness in performing his/her work

## 2.5 Supervising Interns

Supervision is a key component of the WEP work activity and the overall work experience for the intern. The supervisor should explain the functions of the job, provide training when needed, and oversee the assigned duties. It is very important to provide interns with clear and constructive feedback regarding behaviors that are productive to the workplace and any behaviors that need to be improved. This feedback is critical to helping interns understand their strengths and weaknesses; preparing them to be able to find and keep the jobs they get through B2W, and assisting in their career development.

### 2.5.1 Performance Evaluations

Supervisors are required to complete an evaluation form for each intern within six weeks of the intern's start date and every six weeks thereafter. Use the web-based "Work Readiness Evaluation" form in DTS to monitor the intern's work performance. The procedure for conducting evaluations is as follows:

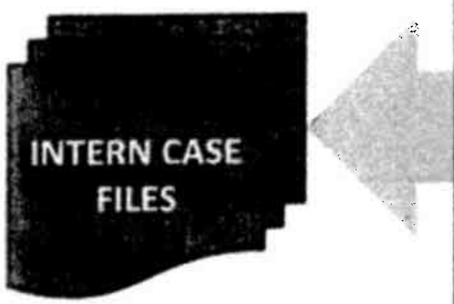
- The WEP supervisor holds a meeting with the intern and rates the intern's progress on work habits, attitude, and skill development
- The intern comments on the ratings, and if applicable, offers explanations on the difficulties with job performance and achieving WEP goals
- Both the intern and supervisor comment on how performance will be improved, if necessary, and sign the evaluation form
- The evaluation form is delivered to WEM within two weeks of completion
- The original evaluation is given to the intern, and a copy is placed in the intern's case file

> During performance evaluations, the WEP supervisor should be looking at observable barrier issues. Does the client look like s/he is battered or are there signs of drug or alcohol abuse. If so, complete a non-sanction participant change of status (PCS) form in DTS for further evaluation.

### 2.5.2 Intern Case Files

Sponsoring agencies are required to maintain case files containing documentation for each intern. Files need to be made available to WEM staff upon request and should contain all of the documentation necessary to conduct either an audit or a ***fair hearing***.

**A fair hearing is an administrative process through which a client can appeal an HRA decision that affects the receipt of benefits.**




**Intern case files should include:**

- Assignment Information Summary form
- Reschedule start-date notice (if applicable)
- Referral to worksite form
- Timekeeping documents (time cards/time sheets)
- Approved absence documentation (discretionary, medical, etc.)
- Intern's resume (updated to include the WEP work experience)
- Intern's Performance Evaluation form (Work Readiness form)
- Letter(s) of recommendation (if applicable)
- Back to Work (B2W) concurrent schedule
- Change of hours' notice
- Participant Change of Status (PCS) form (if applicable)
- Non-compliance documentation (in the event of a fair hearing)
- Declaration of Employment form (if applicable)

### 2.5.3 Supporting Employment Goals

It's important for the agency's staff to be supportive and promote a positive work environment where interns can learn, grow, and gain the momentum needed to land a paying job. From time to time the intern may need references or may need to go on job interviews and/or employment events. It is imperative that WEP agencies accommodate these requests and are sure to:

- Work directly with the intern to resolve issues s/he may be having in the workplace
- Assist interns in their job search by providing feedback and recommendations to the interns and encouraging them to apply for open jobs

## 2.6 Requesting a Change in WEP Schedule

An intern's WEP schedule may be changed if you are unable to accommodate the intern due to their schedule or if you need to have additional coverage at a given worksite. Request should be sent electronically to your WEM Agency Representative stating the current schedule and your requested revised schedule.

## 2.7 Work Experience Program Supports

### 2.7.1 Transportation


Cash Assistance (CA) interns receive transportation assistance through their Electronic Benefits Transfer (EBT) card. CA interns who have not received their EBT benefits will get daily/weekly MetroCards from their B2W vendor until their effective EBT start date. Supplemental Nutrition Assistance Program (SNAP) interns who are Work Required (WR) also receive daily/weekly MetroCards from their B2W vendor. In order to receive transportation assistance, interns must engage in a work activity for a minimum of one hour during the previous work week.

Interns participating in a specialized work experience program, or who have been terminated from their B2W vendor prior to starting their WEP activity, will receive a paper check to be distributed at the time of orientation. If a check is issued, the intern is required to sign the "Worksite Check Register" acknowledging receipt.

Checks should not be given to anyone who is released due to a reassessment or who refuses the work assignment.

"Only Cash Assistance (CA) interns qualify for Electronic Benefits Transfer (EBT) cards."

CA Interns can call (888) 328-6399, Monday – Friday, for additional information or for questions/concerns regarding EBT card benefits.

## 2.8 Injured on the Job

WEP intern's job injuries should be reported per your agency's policy. Copies of all paperwork should be sent to WEM. In the case of workers' compensation claims, forms completed by city agencies should be sent to the New York City Law Department and a copy sent to WEM.

## 2.9 Intern's Rights and Responsibilities

The goal of each WEP intern is to gain work experience. Below are intern's rights and responsibilities during their internship program.

| RIGHTS | RESPONSIBILITIES |
|---|---|
| To be placed in an internship that is well-defined, that is supervised, and that provides ample work so there is productivity throughout the internship | Seek and accept offers of paid employment |
| To receive performance evaluations that provide constructive feedback regarding strengths, weaknesses, and a plan for improving skills and productivity | Immediately notify WEP agency staff and B2W vendor staff when they have found employment |
| To request a meeting with a supervisor/coordinator to discuss issues regarding the assignment or unfair treatment | Arrive on time and maintain 100% mandatory attendance |
| To request a conference with the Participant Services Unit (PSU), if issues cannot be resolved by the WEP agency staff | Call WEP internship staff (supervisor/coordinator) in advance when late or absent, and provide original documentation with explanation |
| To have a workplace free of hazardous (unsafe) conditions and receive the "Right to Know" training | Provide WEP internship staff (supervisor/coordinator) with emergency contact information (friend/relative) |
| To have a workplace free of unlawful discrimination or sexual harassment and receive "Sexual Harassment" and "Equal Employment Opportunity"(EEO) training | Follow the rules and health codes governing the workplace |
| To receive transportation and/or child-care assistance (if applicable) | Remain in the internship while awaiting a decision from a fair hearing, unless it is for contesting employability |
| To have medical limitations considered to enable participation | Learn as much as possible from the internship and ask for feedback regarding performance |
| To provide supportive documentation(if intern disagrees with work activity) | Request varied work if unchallenged, and strive to work hard and be a team player |

# 3 ATTENDANCE PROCEDURES

## 3.1 Daily Timekeeping System (DTS) and Web Integrated System for Employment (WISE)

DTS is an attendance tracking system designed primarily to track and monitor attendance of CA participants in WEP, B2W, and other programs. The system keeps track of time spent in various programs and activities on each assigned day, and communicates with the New York City Work, Accountability and You (NYCWAY) system. B2W vendors also use DTS to record the number of MetroCards issued to participants while engaged with the vendors as a stand-alone activity.

> DTS is used to track attendance for CA interns only. SNAP interns' attendance must be tracked through WISE.

WISE is used to track attendance for SNAP clients. SNAP engagement requirements are different than they are for CA, but the attendance requirements are the same.

## 3.2 Timekeeping

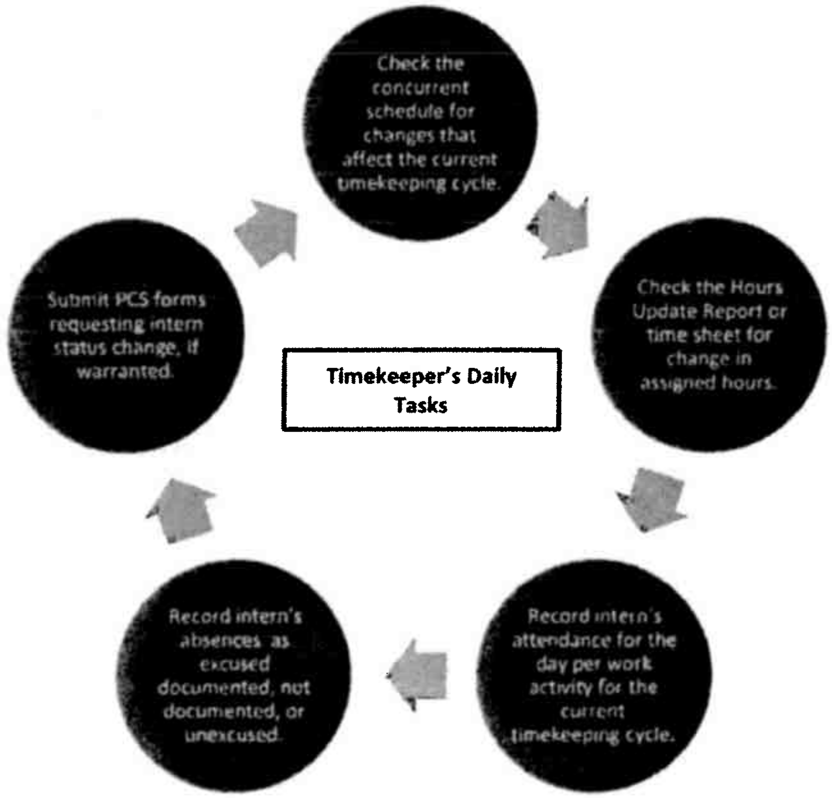
The integrity of HRA's WEP program depends on accurate and verifiable timekeeping. The timekeeper at each agency is responsible for attendance monitoring and ensuring that all interns are in compliance with 100% mandatory attendance policy. An intern that has a time deficiency of four hours or more is no longer considered to be in compliance. All time card records must be verified prior to submitting the roster materials to the WEM team.

**GENERAL TIMEKEEPING RULES**

**Time Sheet/Time Card**: Interns must record their work activity arrival and departure times on a daily basis via a time sheet or time card. No one is to sign out until their workday is complete. *Supervisors and timekeepers must monitor this closely.*

**Daily Hours**: Interns are not allowed to work more than **seven** hours per day. They must be given a lunch hour after working for four consecutive hours. *Their lunch period is not counted as hours worked.*

**Absences**: Original documentation for excused (approved) absences must be attached to the intern's time sheet/ time card and kept in the intern's case file.




### 3.2.1 Timekeeping Roster

Interns assigned to a work activity are placed on a timekeeping roster by job code in DTS. The timekeeping roster lists everyone alphabetically, along with their program status information (individual status, program start-date, orientation time, EBT start date, hours assigned, and terminations, if applicable).

The Roster for SNAP clients is provided through WISE.

### 3.2.2 Participant Time Sheet

The intern's work hours are recorded on his/her participant time sheet. The participant time sheet displays the same information as the Timekeeping Roster; it is accessed by double clicking on the intern's last name. In addition to recording the intern's daily activities, the participant time sheet allows you to view the intern's concurrent schedule, and enter details when an intern fails to report or fails to comply with any part of his/her work activity.

## 3.3 Infractions

An infraction occurs when an intern does not report to work activities or does not comply with program rules during any part of the employment process. There are two types of infractions: FTR and FTC. Whenever a Failure to Report (FTR) or a Failure to Comply/Cooperate (FTC) is reported, a corresponding Participant Change of Status (PCS) form is generated and processed overnight via NYCWAY for CA clients. The next morning, the intern's infraction will be visible in NYCWAY.

### 3.3.1 Failure to Report (FTR)

An intern, who fails to report and does not call ahead of time to inform of his/her absence, must be reported via the appropriate system (DTS for CA, WISE for SNAP). The following unexcused absences are considered FTRs:

- The first day of orientation
- The first and/or second day of a new timekeeping cycle
- A rescheduled new start-day

### 3.3.2 Failure to Comply (FTC)

An intern who fails to comply with the new-start process (e.g., does not take an agency-specific required test or refuses to perform work tasks) must be reported as an FTC.

### 3.3.3 Excused Absences (Documentation)

Excused absences with documentation are hours that the timekeeper counts as not worked for a valid documented reason. The timekeeper may accept a discretionary form, instead of personal documentation.

### 3.3.4 Excused Absences (No Documentation)

For undocumented absences or lateness, the supervisor and/or timekeeper can use judgment and discretion to determine if the absence is excusable. If the decision is to excuse the intern, details of the excuse should be placed in the intern's case file, and the hours entered in DTS must be marked as an excused absence (no documentation).

### 3.3.5 Time Deficiency Policy

Interns who have attendance posted as excused hours (documented or undocumented), in any work activity, and who are deficient four hours or less, will remain on the agency's roster and be required to continue their participation. It's important to have discussions with your interns regarding lateness and/or absenteeism, as these are life lessons they can apply to future jobs.

For interns with time deficiency greater than four hours, the supervisor and/or timekeeper has the discretion to continue to work with the intern by checking the *Do Not Conciliate* box in DTS two consecutive times, and adding a comment before the action is transmitted.

## 3.4 Conciliation Conference

Once a client has an infraction, the client will receive a letter explaining the conciliation process and an appointment will be made to meet with an HRA worker. The conciliation letter will urge the client to provide any documentation that shows proof regarding their reason for the infraction. There are two outcomes to a conciliation conference:

| GOOD CAUSE GRANTED | GOOD CAUSE NOT GRANTED |
|---|---|
| Good Cause Granted is issued when HRA determines that the client has satisfactorily explained the reason for the non-compliance. The client will be reassigned to work activities, but may or may not return to the same program/worksite. | Good Cause Not Granted is issued when HRA determines that the client has not satisfactorily explained the reason for the noncompliance. The client will be informed to expect a Notice of Intent (NOI), which offers a second opportunity to resolve the issue and avoid a sanction, i.e., having his/her benefits reduced. |

## 3.5 Notice of Intent (NOI)

When a client is issued a "Good Cause Not Granted" or fails to appear at the conciliation conference, an NOI is mailed informing the client that the CA and/or SNAP benefits will be reduced or discontinued because of non-compliance with HRA's program requirements. The NOI process offers the participant additional time to explain or resolve the infraction. If the client does not participate in the NOI process, a sanction will be recorded in the Welfare Management System.

## 3.6 Fair Hearing

A fair hearing is an administrative process conducted by the New York State Office of Temporary and Disability Assistance through which a client can appeal decisions made by HRA that affect the receipt of public assistance. The client applies directly to the Office of Temporary and Disability Assistance, which is held by an administrative law judge. Clients may be represented by legal counsel or other designee.

At the hearing, the client can present evidence, establish facts and circumstances, and question or refute the evidence presented by HRA. The administrative law judge considers the evidence and testimony given by both sides and renders a decision based on state regulations.

## 3.7 Sanction

Sanction means that CA and/or SNAP benefits will be reduced or discontinued for a specified period of time. All employable clients are required to comply with program rules and regulations to avoid a sanction. There are different levels of sanctions which are outlined below.

### 3.7.1 CA Sanction Rules

There are separate CA sanction periods for households with children and households without children. The following chart explains the differences:

| SANCTION PERIOD | | |
|---|---|---|
| | CASH ASSISTANCE<br>TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) OR SAFETY NET (SN) | |
| | WITHOUT CHILDREN | WITH CHILDREN |
| TIMING OF SANCTIONS | • The first infraction (WX1) results in a sanction that lasts for a minimum of 90 days<br>• The second sanction (WX2) lasts for a minimum of 150 days<br>• The third and subsequent sanctions (WX3) last for a minimum of 180 days | • The first infraction (WE1) results in a sanction that lasts until compliance<br>• The second sanction (WE2) lasts for a minimum of 90 days<br>• The third and subsequent sanctions (WE3) last for a minimum of 180 days |
| **CA** | • **Offending adult loses personal allowance benefits** | • **Offending adult loses personal allowance benefits** |

A list of sanctioned CA clients will be sent to the Intensive Service Center (ISC) located in Service Area I for further assistance. In order for the sanction to be lifted, the client must attend compliance activities for ten consecutive business days:

- Five days on-site at the ISC with the vendor; and
- Five days on-site participating in a WEP simulated work activity

After the successful completion of compliance activities, the sanction will be lifted and the client will be assigned to a B2W vendor. Clients who are subject to denial of CA and/or SNAP benefits may reapply for benefits after the minimum sanction period.

### 3.7.2 SNAP Sanction Rules

There are different sanction rules for SNAP recipients who fail to comply with SNAP work requirements. The following chart lists the SNAP sanction rules:

| SANCTION PERIOD | |
|---|---|
| SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) | |
| TIMING OF SANCTIONS | • The first infraction results in a sanction that lasts 60 days<br>• The second sanction lasts for a minimum of 120 days<br>• The third and subsequent sanctions last for a minimum of 180 days |
| **SNAP** | • **Client may lose SNAP benefits depending on the reason(s) for the infraction**<br>• **The offending adult receives SNAP benefits until dependent(s) or unemployed spouse are no longer eligible to receive benefits** |

## 3.8 Participant Change of Status (PCS) Form for CA Clients

The PCS form, available in DTS, is used to inform HRA of changes in an intern's eligibility or ability to perform work activities. It is used to report:

- Employment
- Sanction (Failure to Comply (FTC))
- Non-sanction (e.g., illness)

PCS form applies to CA clients only.

A PCS form can be submitted at any time with detailed notes describing the reason for termination. A copy of the PCS form should be faxed to WEM, along with any supporting documents. The following table provides detailed descriptions of the three parts of the PCS form, including a list of acceptable documentation.

| REPORT EMPLOYMENT | | |
|---|---|---|
| **Drop-Down List** | **Description** | **Acceptable Documentation** |
| **Employment** | **Notification of employment (full-time / part-time)** | **Pay stub, letter from employer, or "Declaration of Employment" form with the following information: name, complete address, phone number, job title, salary, start-date and date of first pay check** |
| SANCTION (FTC) | | |
| **Drop-Down List** | **Description** | |
| Unwilling / Unable to Accept Supervision | Intern continues to refuse a task or confronts the supervisor inappropriately and continues to attend to the assignment | |
| **Insubordinate** | **Intern has been defiant with supervisor** | |
| Continuously Late | Intern consistently fails to report to work on time (attach appropriate attendance records) | |
| **Did Not Take Agency-Specific Fingerprint Test** | **Intern refused to take a test that is mandatory for placement in the agency (this option is for fingerprinting only)** | |
| Did Not Take Agency-Specific (Other) Test | Intern refused to take a test that is mandatory for placement in your agency (medical test) | |
| **No Documentation** | **Intern failed to submit sufficient documentation for an excused absence** | |
| Unexcused –No Show | Intern has not called or reported to work on a scheduled day | |
| NON-SANCTION | | |
| **Drop-Down List** | **Description** | **Acceptable Documentation** |
| **Medical Review** | **Difficulty participating due to excess absences or an observed disability (physical, mental, alcohol, drugs)** | **Written observation and/or document (on letterhead); giving date of visit, status of health, and the intern's ability to work** |

| | | |
|---|---|---|
| Non-Medical Review | Request exemption for personal business, enrollment in training/school, and/or child care for longer than 2weeks | Letter from training facility with enrollment, and completion date, or registrar/bursar's receipt or FIA School/Training Enrollment form (W 700D). All should be on letterhead |
| **Over 59+ Age Exemption** | **Request exemption due to age 59+** | **State issued ID with date of birth** |
| Reschedule | Unable to take an assignment due to personal reasons, agency specific testing or agency is unable to accommodate on reporting date (no positions available) | N/A |
| **Transfer** | **Request not to take, or failed to meet agency-specific testing, or agency is unable to accommodate (travel hardship, no positions available, conflicting schedule)** | **N/A** |

In the employment section, DTS will not accept an incomplete employment PCS form. If there is a delay in getting the required information (up to a maximum of one timekeeping cycle), then enter the intern's attendance as part-time/full-time employment. If the information is not available after one cycle, then the intern should be terminated by selecting "Failure to Comply" (FTC).

The intern is responsible for immediately reporting employment to his/her supervisor, the B2W vendor, and/or Job Center. Additionally, employment may be reported to the Participant Services Unit (PSU) at:

| Participant Services Unit |
|---|
| **109 East 16th Street (9th floor)**<br>**New York, NY 10003**<br>Hours: Monday – Friday<br>9:00 a.m. – 5:00 p.m.<br>Every other Saturday<br>9:00 a.m. – 5:00 p.m. |

# 4 PROGRAM MANAGEMENT

## 4.1 Work Experience Management Production Calendar

The Work Experience Management (WEM) team created a production calendar to facilitate the exchange of program materials with sponsoring agencies, and to be kept informed of each client's program compliance.

The following describes WEM's production schedule:

- Every other Monday is a new WEP start-day (if a holiday falls on that Monday, the new-start day will be on Tuesday)
- Every other Friday after 11 a.m. (prior to new-start Monday), a sponsoring agency is required to pick up a roster package
- Every other Wednesday (after new-start Monday), the sponsoring agency is to complete all materials pertaining to new-starts and return to WEM by close of business, 5 p.m.
- Every Monday, time sheets must be submitted (via DTS) by 5 p.m.

## 4.2 Returning Program Materials

Prior to returning all roster materials, the sponsoring agency is required to:

1. Reconcile the undispersed checks against the Worksite Check Register
2. Review Worksite Check Register for signatures of dispersed checks
3. Void out undispersed checks and the appropriate line on the Worksite Check Register
4. Sign and date the Worksite Check Register before returning it to WEM

The agency's coordinator will be contacted immediately to resolve issues regarding missing materials and/or unsigned check registers. Outstanding items must be resolved on the same day.

The following table provides a list of materials to be picked up and returned by each agency.

| PICK-UP | RETURN |
|---|---|
| Roster and new-start checks | Voided new-start checks |
| Worksite check register | Signed/voided worksite check register |
| EBT payment register | N/A |
| 60 months in assignment list | N/A |


The following is a list of materials found in DTS:

- Rosters/participant time sheets (terminations appear on the individual time sheet)
- Change of work hours (assigned hours report)
- Concurrent schedules
- Participant Change of Status (PCS) forms
- WEM bulletins
- Work Readiness Evaluation forms

## 4.3 Lost or Stolen Check(s)

Upon receipt, the roster package should be inspected to ensure that all materials are accounted for. Any missing materials should be reported to WEM immediately.

If a check is assumed to be lost or stolen, the sponsoring agency must:

1. Notify WEM of the missing check(s) by telephone, and submit a written statement as soon as possible
2. Provide WEM with the name, case number, and/or the number of the check(s)
3. File a police report if more than one check has been lost or stolen
4. Submit a copy of the police report to WEM as soon as it's available

WEM will notify HRA's Reconciliation and Control Unit to initiate a stop payment on the check(s).

> Under no circumstances can an agency hold on to a check into the next timekeeping cycle. All checks and other roster materials are to be returned to WEM by close of business on roster-return day (typically on Wednesday after new-start Monday).

# 5 WORK SUPPORTS

## 5.1 Transitional Benefits

### 5.1.1 Work Supports

There are a number of work supports and HRA-provided transitional benefits that help eligible clients make ends meet while transitioning from welfare to work. Eligible clients who find a job and report it promptly may be able to retain, for a short period of time, some of the HRA benefits they are currently receiving. This is why it's so important for clients to promptly report employment—failure to do so, can result in the client not being eligible to receive transitional benefits.

Cash Assistance (CA) and Temporary Assistance to Needed Families (TANF) clients are eligible and may qualify for:

- Free or low cost public health insurance.
- Supplemental Nutrition Assistance Program (SNAP) benefits.
- Earned Income Tax Credit (EITC).
- Child care.
- Transitional child care.
- Home energy assistance and more.

HRA also offers the following work-related transportation benefits:

| CATEGORY | POST-EMPLOYMENT (RETENTION) |
| --- | --- |
| CA Applicants | • After the client has become employed weekly or monthly MetroCards (MC) are provided for 13 weeks/3 months<br>• If the case is closed and re-opens for CA, no retention MC may be issued. |
| **CA Participants** | • **After the client has become employed weekly or monthly MCs are provided for 13 weeks/3 months.**<br>• **If the case is closed and re-opens for CA, no retention MC may be issued.** |
| SNAP WR | • After the client has become employed weekly or monthly MCs are provided for 90 days<br>• If the case is closed and re-opens for CA, no retention MC may be issued. |

**Note:** Applications for transitional child-care are sent automatically when a CA case closes for employment. Interns who do not receive an application should contact:

**Transitional Child Care Unit**
109 East 16th Street (3rd floor)
New York, N.Y. 10003
212-835-7681

# 6 REFERENCE MATERIALS

## 6.1 Abbreviations

| Abbreviations | Expansions |
|---|---|
| B2W | Back to Work |
| CA | Cash Assistance |
| DTS | Daily Timekeeping System |
| EBT | Electronic Benefit Transfer |
| FA | Family Assistance |
| FIA | Family Independence Administration |
| FTC | Failure to Comply/Cooperate |
| FTR | Failure to Report |
| HRA | Human Resources Administration |
| ISC | Intensive Service Center |
| JC | Job Center |
| NOI | Notice of Intent |
| NYCWAY | New York City Work, Accountability and You |
| PCS | Participant Change of Status |
| PSU | Participant Services Unit |
| SN | Safety Net |
| SNAP | Supplemental Nutrition Assistance Program |
| TANF | Temporary Assistance to Needy Families |
| WEM | Work Experience Management |
| WEP | Work Experience Program |
| WISE | Web Integrated System for Employment |
| WR | Work Required |

| | POISED FY'15 Line Item Master Budget | | | |
|---|---|---|---|---|
| | | | | |
| | | | Program Budget | FTE |
| **RF Code** | **Description** | | | |
| 5400 | University Director | | $65,600 | 0.40 |
| 5400 | Project Director | | $197,597 | 3.00 |
| | Fiscal Management | | $8,000 | 0.15 |
| 5404 | Coordinator | | $90,000 | 2.25 |
| 5406 | Admin. Mgr. | | $74,909 | 2.36 |
| 5408 | Classroom Instructors | | $366,340 | 8.54 |
| 5408 | In-Home Teachers | | $0 | 0.00 |
| 5412 | Counselors | | $235,984 | 5.00 |
| 5415 | Micro Computer Specialist | | $130,658 | 3.00 |
| 5416 | Attendance Monitor | | $94,297 | 3.00 |
| 5426 | Parent Educator | | $130,056 | 3.00 |
| 5437 | Case Manager/Social Worker | | $0 | 0.00 |
| 5436 | Job Developer | | $105,456 | 2.08 |
| | | | $0 | 0.00 |
| | **Total Salaries** | | $1,498,897 | 32.78 |
| | | | | |
| | MTA Payroll Tax | 0.34% | $5,096 | |
| 5920 | F/B @38% | 38.00% | $537,192 | |
| 5940 | f/B @9.5% | 10% | $8,097 | |
| | **Total Personnel** | | $2,049,282 | |
| | | | | |
| | **OTPS** | | | |
| 6200 | Office Supplies | | $9,554 | |
| 6210 | Instructional Supplies | | $10,370 | |
| 6400 | Communications | | $0 | |
| 6500 | Equipment Rentals | | $6,170 | |
| 7000 | Consultants | | $0 | |
| 7401 | Participants Incentives/Special Events | | $0 | |
| 7900 | Furniture & Equipment | | $3,000 | |
| 8050 | Advertising | | $0 | |
| 8800 | Other | | $8,580 | |
| | **Total OTPS** | | $37,674 | |
| | | | | |
| | **Total Direct Costs** | | $2,086,956 | |
| | | | | |
| 9000 | IDC@9.25% | 9.25% | $193,043 | |
| | | | | |
| | **Total Budget - Line Item** | | $2,280,000 | |
| | **Total Budget - Performance** | | $120,000 | |
| | **Grand Total** | | **$2,400,000** | |

**EXHIBIT B**