

THIS COOPERATIVE AGREEMENT ("Agreement"), is dated as of this 9 day of June, 2016, and is between the Department of Social Services of the Human Resources Administration ("Department" or "HRA"), with offices located at 150 Greenwich Street, New York, New York 10007, and the NYC Department of Sanitation ("DSNY") with offices located at 137 Centre Street, New York, NY 10013

WITNESSETH:

WHEREAS, Section 164 of the New York Social Services Law and the Regulations of the State Department of Social Services require a social services official to establish and develop a sufficient number of public work projects to ensure the availability of such projects for all unemployed employable public assistance recipients within the local district who have been unable to secure employment in the regular economy; and

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

WHEREAS, HRA believes that DSNY is qualified to provide the services to be rendered, and DSNY is willing to provide these services pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, HRA and DSNY (collectively, the "Parties") agree as follows:

ARTICLE I - TERM OF PERFORMANCE

- 1) The term of this Agreement shall commence July 1, 2015 and expire June 30, 2016, unless sooner terminated as provided herein.
- 2) There shall be three (3) automatic renewals each for a period of one (1) year beginning on July 1, subject to availability of funds, unless sooner terminated pursuant to the terms of this Agreement.

ARTICLE II - SCOPE OF SERVICES: DSNY

- 1) DSNY agrees to employ and maintain the capacity to administer a Work Experience Program ("WEP") for a maximum of 1,500 cash assistance (CA) recipients. DSNY shall create up to 1440 *Maintenance Services* work assignments and 60 *Office Skills Services* work assignments. HRA reserves the right, in the event DSNY is unable to meet the required number of slots due to a lack of HRA referrals, to modify the budget for this Agreement to reflect the actual number of slots. DSNY acknowledges that HRA intends to gradually reduce

the number of referrals to the WEP over the term of this Agreement. Placements will be reduced in accordance with a schedule to be determined by HRA.

- 2) **DSNY recognizes that a WEP participant shall be afforded the following rights:**
  - a) The participant shall be afforded working conditions within Equal Employment Opportunities Act guidelines and the Occupational Safety and Health Act standards;
  - b) Complaints shall be thoroughly reviewed; and
  - c) Workers compensation claims can only be accepted by the New York City Law Department for WEP participants assigned to City agencies, and thus shall be filed at the Law Department.
- 3) **DSNY recognizes the importance of referring and placing qualified participants into jobs. Therefore, DSNY shall:**
  - a) Implement programs designed to equip participants with the skills required to obtain regular employment with DSNY or in the private sector;
  - b) Give WEP participants who apply due consideration for hiring into its own job vacancies;
  - c) Attempt to achieve a Cash Assistance termination to employment goal of twenty-five percent (25%).
- 4) **DSNY agrees to employ and maintain a staff that will include, but not be limited to, a Coordinator and timekeeper. DSNY's responsibilities will include, but not be limited to, the following:**
  - a) Notifying Work Experience Management ("WEM") within thirty (30) days of employment or personnel change, all the names of coordinators, counselors, supervisors and timekeepers, and any changes in these personnel;
  - b) Identifying work experience positions with clearly defined job duties that do not infringe upon the job security of DSNY's staff;
  - c) Providing all participants with a thorough orientation on the requirements of WEP on each new start date by:
    1. Giving each participant an orientation manual;
    2. Reviewing the manual with participants page by page;
    3. Providing the telephone number of the DSNY Coordinator and a backup;

4. Giving the participants the name and telephone number of their supervisor and supervisor's backup; and
  5. Holding orientations every other week regardless of the number of participants referred;
- d) Training all WEP supervisors regarding program goals and objectives, particularly regarding the prompt completion of evaluations;
  - e) Providing a well-structured and well-supervised work assignment that ensures that participants are given duties consistent with the goals of DSNY and that they are equipped and adequately supervised to perform their functions; and
  - f) Assigning participants to individual worksite supervisors, who shall:
    1. Place each participant in a clearly-defined work assignment, provide direct supervision, including training, and arrange a work schedule that is consistent with WEP guidelines; and
    2. Notify each participant of the job evaluation requirements set forth below, and formally evaluate each participant's job performance pursuant to these requirements. Each such evaluation shall be provided at the sixth (6<sup>th</sup>) week of assignment and every six (6) weeks thereafter and shall include:
      - a. An assessment of the participant's progress in learning job skills and developing positive work habits and attitudes;
      - b. The description and assessment of any problems the participant may be experiencing with job performance or employment goals;
      - c. The signatures of both the worksite supervisor and the participant; and
      - d. Provide a participant with a job reference, when asked and merited.
- 5) DSNY shall meet with WEM personnel on a quarterly basis in order to review program performance under this Agreement. DSNY will cooperate with HRA field representatives who will make announced and unannounced visits to observe the workplace, interview staff and participants, assess the general effectiveness of supervision, inspect program-related files and otherwise ensure compliance with WEP policies and procedures.
  - 6) DSNY shall comply with all policies and procedures as promulgated in the Work Experience Policy and Procedures Manual (December 2013), a copy of which DSNY acknowledges

receiving. DSNY shall also cooperate with representatives of HRA's Family Independence Administration ("FIA") in all matters related to the implementation of WEP, whenever referred.

- 7) Submission and pick-up of WEM packages on a timely basis will be followed without exception:
  - a) Rosters and forms must be picked up from FIA by messenger after 11 A.M. the Friday prior to a New Start Week. Properly completed Participant Change of Status Reports and rosters must be returned by DSNY the following Wednesday no later than 5 P.M., unless otherwise instructed; and
  - b) Arrangements must be in place for back-up messenger staff.
- 8) DSNY shall supervise compliance with record keeping responsibilities, which shall include but not be limited to:
  - a) Maintenance of participants' personnel files;
  - b) Use of official WEP Time Sheets, if a time clock or any documents associated with the use of swipe cards is not available;
  - c) Maintenance of all timekeeping records supporting time posted; and
  - d) Making all of the above records available to WEM, upon request, for auditing purposes.

#### ARTICLE III - SCOPE OF RESPONSIBILITIES: HRA

HRA agrees to render technical assistance in administering the WEP Program by providing: training for appropriate DSNY staff in program policies and procedures; regular communication of any policy or procedural changes through WEM Bulletins; and other mutually agreed upon assistance.

#### ARTICLE IV - PAYMENT

- 1) HRA agrees to pay, and DSNY agrees to accept, as payment for the services to be performed hereunder, an amount not to exceed *Four Hundred Seventy Six Thousand Nine Hundred dollars (\$476,900)*, pursuant to the Budget amount set forth in the Intra-City WEP budget that is attached hereto and made a part hereof as Exhibit 1. HRA understands that the actual amount billed by DSNY may be greater or less than the amount approved by the Office of Management and Budget.

- 2) DSNY may invoice HRA quarterly, until termination of the agreement, for each quarter during which DSNY administers the WEP Program in accordance with this Agreement.
- 3) The requests for payment shall be made quarterly on an official Intra-City invoice ("Invoice") with such supporting documentation as HRA may require. If required by HRA, documentation shall conform to the approved staffing pattern and include the name of the staff person, job title, duties, annual salary, period of time worked and payment due.

- 4) All Invoices shall be sent by DSNY to:

NYC Human Resources Administration  
FIA Office of Contracts, Budget & Special Services  
4 WTC  
150 Greenwich Street, 35<sup>th</sup> Floor  
New York, New York, 10007  
Attn: Lyndsey Richardson, Project Manager

- 5) Notification of staff changes and the effective date of such changes shall be made in writing to FIA as they occur. Any other changes to the budget shall be made only with HRA's prior approval.
- 6) If the budget has Other Than Personnel Services ("OTPS"), including furniture and equipment, DSNY shall submit Invoices and any supporting documentation in a form and content that is acceptable to FIA. A written description of all acquired furniture and equipment, and the cost thereof, shall be given.
- 7) All Invoices submitted shall be signed by DSNY's fiscal officer, or designee, and shall include the italicized language, set forth below, certifying that the reimbursement sought for Personnel Services ("PS") and OTPS is not funded by any other City, State, or Federal jurisdiction:

*"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that it is necessary for the proper transaction of the business of the department, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said program described on this invoice."*

- 8) A quarterly expenditure report shall accompany all Invoices.
- 9) Invoices should be submitted no later than fourteen (14) calendar days after the end of a quarter for that quarter.

- 10) Since HRA may be unable to obtain State and Federal reimbursement for the costs of administration or supplies purchased for the WEP, HRA may require the submission of Invoices that omit these costs.

#### ARTICLE V - OWNERSHIP OF DELIVERABLES

- 1) All deliverables under this Agreement shall be the sole property of HRA, and DSNY shall not allow same to be used, except for the purposes of this Agreement, without the express written permission of HRA.
- 2) All furnishings, goods, equipment, supplies, and other property acquired in whole or in part by funds provided for in this Agreement by the City ("City-Owned Property") shall be clearly marked or identified by DSNY as HRA/City-Owned Property. While in DSNY's custody, possession, or control, any such property shall be maintained in a first class condition and DSNY shall bear all risk of loss and damages with respect thereto, normal wear excepted. DSNY shall not dispose of this City-Owned Property without the prior written approval of HRA.
- 3) DSNY shall maintain an up-to-date inventory of furniture and equipment and submit such as requested and as part of the last Invoice submission.

#### ARTICLE VI - NOTICES AND COMMUNICATIONS

Unless otherwise stated herein, all notices and communications between the Parties under this Agreement shall be in writing and delivered by hand, sent via facsimile transmission, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides receipt to the sender.

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

Ms. Lyndsey Richardson  
NYC Human Resources Administration  
FIA/ Office of Contracts, Budget & Special Services  
4 WTC  
150 Greenwich Street, 35<sup>th</sup> Floor  
New York New York 10007

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

Mr. Sam Asare  
Work Experience Program  
NYC Department of Sanitation  
137 Centre Street, Room 603  
New York, New York 10013

#### ARTICLE VII - PUBLICITY

- 1) Except as otherwise authorized and required by law, the prior written approval of HRA is required before DSNY or any of its employees, servants, agents, or independent contractors, at any time, during or after the completion or termination of this Agreement, may make any statement to the press or issue any public communication bearing on the work performed or data collected under this Agreement.
- 2) If DSNY publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments achieved in such performance, HRA shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the publication.

#### ARTICLE VIII- RETENTION OF RECORDS

DSNY agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever is 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 the said books, records, and other documents during the said period.

#### ARTICLE IX - COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and City laws, rules, and regulations, as they are in effect at the time such services are rendered, including but not limited to 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 X - CONFIDENTIALITY

- 1) All client information obtained, learned, developed, or filed by DSNY concerning recipients of services, including data contained in official Department files or records, shall be held confidential by DSNY pursuant to the provisions of the Social Security Act, 42 U.S.C.A. 1306 (1988), and any applicable regulations promulgated thereunder, and shall not be disclosed by

DSNY to any person, organization, or agency or to any other entity except as authorized by law.

- 2) All of the reports, information, or data furnished to or prepared, assembled, or used by DSNY under this Agreement are to be held confidential and DSNY agrees that the same shall not be made available to any individual or any organization without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been provided notice of the request for the disclosure.
- 3) The provisions of this Article shall remain in full force and effect following the expiration or termination of the services required by this Agreement.

#### ARTICLE XI - TERMINATION

- 1) Either HRA or DSNY shall have the right to terminate this Agreement in whole or in part:
  - a) Without cause, by giving ninety (90) days written notice; or
  - b) Upon thirty (30) days' written notice, if for cause, as determined by HRA exercising its reasonable judgment.
- 2) Upon written notice to DSNY, HRA shall have the right to immediately terminate this Agreement, in whole or in part, if Federal or State reimbursement is terminated or not allowed.
- 3) In the event that HRA does terminate this Agreement, DSNY shall not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligations necessarily incurred by DSNY on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by HRA in accordance with the terms of this Agreement. In no event shall the word "obligation", as used herein, be construed to include any lease agreement, oral or written, entered into between DSNY and its landlord.

#### ARTICLE XII - SUPERVISION

In accordance with Volume 3, Chapter 5 of the New York State Fiscal Reference Manual, the Commissioner of HRA may have input into the assignment, retention, and reassignment of any staff working under the terms of this Agreement. However, the ultimate authority for these staff remains with DSNY.



ARTICLE XIII - MODIFICATION

This Agreement may be modified only by the Parties in writing and may not be altered or modified orally.

ARTICLE XIV – POSTING ON NYC.GOV

Pursuant to Local Law 40 (2011), the Parties understand that this Agreement may be posted on NYC.Gov within thirty (30) days of execution.

ARTICLE XV – ENTIRE AGREEMENT

This Agreement, including Exhibits 1 and 2 hereto, contains all 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 or to bind any of the Parties hereto, or to vary any of the terms contained herein.

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

*[Faint, illegible text or markings]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**New York City Human Resources Administration**  
*Department of Social Services*

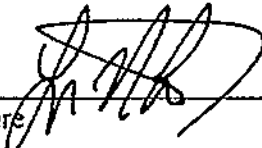
  
\_\_\_\_\_  
Signature

*Vincent P. [unclear]*  
\_\_\_\_\_  
Name

*[unclear]*  
\_\_\_\_\_  
Title:

*6/9/16*  
\_\_\_\_\_  
Date:

**New York City Department of Sanitation**

  
\_\_\_\_\_  
Signature

*Lorena N. Ciadlino*  
\_\_\_\_\_  
Name

*Dep Comm*  
\_\_\_\_\_  
Title:

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Date:

ACKNOWLEDGEMENTS

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

On this 9 day of June, 2016, before me personally came Vincent Rullo to me known to be the 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 she acknowledged to me that 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, 2018

SEAL

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

On this 27<sup>th</sup> day of May, 2016, before me personally came Dawn- Lorenzo Cipollina of Sanitation Pirnock, to me known to be the Deputy Commissioner, Human Capital of the DEPARTMENT ~~OF CITYWIDE ADMINISTRATIVE SERVICES~~ of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same for the purpose therein mentioned.

Madelynn Liguori  
NOTARY PUBLIC

MADELYNN LIGUORI  
Notary Public, State of New York  
No. 02L16041629  
Qualified in Kings County  
Commission Expires May 8, 2018

SEAL

FY16 DSNY WEP draft  
03.21.16 OLA

## EXHIBIT I

## BUDGET

**NYC Human Resources Administration (HRA)**

*Department of Social Service (DSS)*

**Family Independence Administration (FIA)**

|                  |                                  |
|------------------|----------------------------------|
| City Fiscal Year | 2016                             |
| Agency Name      | Department of Sanitation<br>DSNY |
| Agency Code      | 827                              |
| Program          | WEP                              |

**Personnel Services (PS)**

|                     | Office Title         | CS Title              | HRA \$            |
|---------------------|----------------------|-----------------------|-------------------|
|                     | Assistant Director   | Assoc. Staff Analyst  | 73,523            |
|                     | Supervisor Training  | Community Coordinator | 52,018            |
|                     | Training Coordinator | Community Coordinator | 54,001            |
|                     | Program Control      | Clerical Associate    | 46,792            |
|                     | Program Control      | Clerical Associate    | 46,706            |
|                     | Program Control      | Community Associate   | 29,237            |
| <b>Sub Total PS</b> |                      |                       | <b>\$ 302,277</b> |

**Other Than Personnel Services (OTPS)**

|                          | Item                           | Obj | HRA \$            |
|--------------------------|--------------------------------|-----|-------------------|
|                          | Custodian Supplies & Equipment |     | 117,723           |
|                          | Temporary Support Services     |     | 45,000            |
|                          | Fanny Packs                    |     | 11,900            |
| <b>Sub Total OTPS</b>    |                                |     | <b>\$ 174,623</b> |
| <b>Total Direct Cost</b> |                                |     | <b>476,900</b>    |
| <b>Indirect (OH)</b>     | @                              | 0%  | 0                 |

**Total Funding Request**

**\$ 476,900**