

## INTERAGENCY AGREEMENT

Between

**THE CITY OF NEW YORK MAYOR’S OFFICE FOR ECONOMIC OPPORTUNITY**

And

**THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION**

And

**THE CITY UNIVERSITY OF NEW YORK**

This COOPERATIVE AGREEMENT (“Agreement”) is effective as of the 1st day of July 2023, between the **City of New York Mayor’s Office for Economic Opportunity (“NYC Opportunity”)** with offices at 253 Broadway, New York, New York 10007, **the New York City Human Resources Administration (“HRA”)**, with offices at 150 Greenwich Street, New York, New York 10007, and **the City University of New York (“CUNY”)** with offices at 205 East 42<sup>nd</sup> Street, New York, New York 10017, **on behalf of the CUNY School of Professional Studies and the Prisoner Reentry Institute at John Jay College of Criminal Justice** (collectively, the “Parties”).

**WHEREAS**, NYC Opportunity uses evidence and innovation to reduce poverty and increase equity by advancing research, data and design in the City’s program and policy development, service delivery, and budget decisions; and

**WHEREAS**, NYC Opportunity has historically funded a range of projects at CUNY through its CTL Innovation Fund, and is seeking to support the e-learning course, **Unlocking Employment: How to Partner with Job Seekers Impacted by the Legal System**, an initiative to develop online learning assets to help City-funded workforce development providers enhance their ability to serve people with criminal records (the “Program” which is described further in **Exhibit A** hereto); and

**WHEREAS**, CUNY, as the public university system of New York City, has long maintained a strong bond with its community and engages in efforts to address various social issues affecting City residents including college completion, and is currently administering the Program; and

**WHEREAS**, NYC Opportunity, through HRA, has funding to support the Program, and wishes to provide such funding to CUNY for City Fiscal Year 2024, for reimbursable costs in accordance with this Agreement and Budget set forth in **Exhibit B** hereto;

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

**ARTICLE 1. TERM OF PERFORMANCE**

- A. The term of this Agreement shall be for one (1) year from **July 1, 2023 through June 30, 2024**, unless earlier terminated by any of the Parties in accordance with the provisions set forth in Article 5 of this Agreement. The term of this Agreement may be modified by written agreement of the Parties.
- B. This Agreement may be renewed up to three (3) times for a period of one (1) year per renewal, upon mutual written agreement of the Parties. The Parties shall agree upon a new budget for the renewal period, if this Agreement is renewed.

**ARTICLE 2. SCOPE OF SERVICES**

- A. CUNY shall provide the Program as described in the Scope of Services, attached hereto as **Exhibit A**, and made a part of this Agreement.
- B. HRA’s sole responsibilities under this Agreement shall be to receive approved invoices from NYC Opportunity and reimburse CUNY for expenses duly incurred pursuant to this Agreement, in accordance with the approved invoices.

**ARTICLE 3. TERMS OF PAYMENT**

- A. Maximum Reimbursable Amount - HRA agrees to pay, subject to funding, and The Research Foundation of The City University of New York ("RF"), on behalf of CUNY, agrees to accept an amount not-to-exceed **\$164,613.00** in accordance with the Budget attached hereto as **Exhibit B** and incorporated herein by this reference.
- B. Reimbursement and Schedule of Payments - HRA shall make monthly payments to the RF, on behalf of CUNY, based on approved invoices submitted by the RF and received by NYC OPPORTUNITY in an amount not-to-exceed **\$164,613.00** for the initial term of this Agreement, based on work completed in accordance with the Scope of Services listed in **Exhibit A**.
- C. NYC Opportunity will receive all invoices and supporting documentation from CUNY, and shall review and approve such invoices as appropriate.
- D. NYC Opportunity shall submit monthly invoices to HRA reflecting documented expenses for services performed by CUNY in accordance with this Agreement, which invoices shall have been reviewed and approved by NYC Opportunity prior to submittal. HRA will make payments to CUNY for services rendered based on such invoices. HRA shall not be responsible for verifying the accuracy of such invoices.

- E. All invoices submitted by NYC Opportunity to HRA shall be sent using the official Intra-City Invoice to the following address:

NYC Human Resources Administration  
Finance Office- Bureau of Accounts Payable  
150 Greenwich Street, 33rd Floor  
New York, NY 10007  
Attn: Director

- F. The official Intra-City invoice shall be signed by Assistant Director of Grants and Contracts at RF (or an equivalent position or by such authorized signatory at CUNY) and shall contain the following 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 the price and amount, that it is necessary for the proper transaction of the business of HRA, 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.”*

- G. The final CUNY and NYC Opportunity approved invoice must be received by HRA no later than July 15<sup>th</sup> of each Fiscal Year.
- H. Pursuant to a certain agreement dated October 20, 1983, by and between the Research Foundation of the City University of New York and CUNY, RF will act as CUNY’s fiscal agent and will administer the funds received pursuant to this Agreement.

#### **ARTICLE 4. REDUCTION OF PUBLIC FUNDS**

As long as the funds have not already been expended, then upon thirty (30) days’ written notice by HRA that, after signing this Agreement, the public funds anticipated to be available to CUNY and necessary for payment for any or all fiscal years included in the term of this Agreement have been reduced, but not eliminated, (i) the budget for this Agreement shall be reduced by the amount of the reduction of the applicable public funds, on a pro rata basis for the portion of funding allocated to the Budget of this Agreement, unless HRA consents to a lesser reduction, (ii) NYC Opportunity shall submit a revised budget and scope of services to HRA, and (iii) this Agreement shall be amended by written agreement of the Parties to reflect this revised budget and scope of services.

#### **ARTICLE 5. TERMINATION**

This Agreement may be terminated:

- (a) Without cause, by any party upon sixty (60) days written notice to the other party; or

(b) By HRA upon thirty (30) days written notice to CUNY if the public funds anticipated to be available to CUNY are eliminated.

## **ARTICLE 6. MODIFICATION AND AMENDMENT**

Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of all Parties.

## **ARTICLE 7. PUBLICATION AND INTELLECTUAL PROPERTY**

- A. Publications. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof (each a “Publication”), without the prior written approval of Agency, which shall not be unreasonably withheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law, that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.
- B. Scholarly Research. Notwithstanding the foregoing, if the Publication is the result of scholarly research performed under this Agreement (a “research Publication”), consistent with CUNY’s practice of openness in research, prior written approval of Agency will not be required before publication. Instead, prior to submitting a research Publication for publication or before any other public disclosure, CUNY will provide Agency thirty days to review the proposed research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency’s comments but is under no obligation to make changes to the research Publication to address them, except with respect to confidential information. If Agency objects to a research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such research Publication until such confidential information has been removed.
- C. Instructional materials and curricula. “Instructional Materials” shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educational mission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to CUNY’s Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A (“Services Instructional Materials”).

To the extent that any Services Instructional Materials are newly

created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law or as otherwise specified in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.

- D. Non-instructional materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive property of Agency and shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A. CUNY shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-Instructional Materials for its non-commercial, educational purposes or as otherwise specified in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A.
- E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members, CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

## **ARTICLE 8. CONFIDENTIALITY**

- A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY or the College, shall be held confidential by CUNY and the College, and shall not be disclosed by CUNY or the College to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days’ notice and opportunity to object to the disclosure, and if requested by the Agency and not inconsistent with CUNY’s obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. This Article shall remain in full force and effect following the termination of this Agreement.
- B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act/FERPA (“FERPA Records”), and (b) to the extent that information is shared in connection with the Services includes FERPA

Records, CUNY will not release such information from education records, other than Directory information, without obtaining a FERPA release, in a form used by the College, from the student. It is agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.

**ARTICLE 9. ASSIGNMENT**

No Party shall assign, transfer, convey or otherwise dispose of this Agreement to any other person, or the right to execute it, or the right, title or interest in it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior, written consent of the other Parties. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consents to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

**ARTICLE 10. NOTICES AND COMMUNICATION**

All notices and requests hereunder by any party shall be in writing, and except as otherwise specified in this Agreement, shall be delivered by hand or sent via Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender, and directed to the address of the Parties as follows:

If to CUNY:

CUNY School of Professional Studies  
119 W 31st St.  
New York, NY 10001  
Attn: Amy Perez, Executive Director, Office of Professional Education and Workplace Learning

If to RF, for fiscal Matters:

Research Foundation of The City University of New York  
230 West 41<sup>st</sup> Street  
New York, NY 10036  
Attn: Kyung Hur, Assistant Director of Grants and Contracts

If to HRA:

New York City Human Resources Administration  
150 Greenwich Street, 34<sup>th</sup> Floor  
New York, NY 10007  
Attn: Rosine Ferdinand, Executive Deputy Commissioner

If to NYC Opportunity:

Mayor’s Office for Economic  
Opportunity 253 Broadway  
New York, NY 10007  
Attn: Carson C. Hicks, Deputy Executive Director

**ARTICLE 11. MISCELLANEOUS**

- A. CUNY agrees to retain and to notify RF 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 occurs later. City, State, and Federal auditors, and any other persons duly authorized by Agency shall have full access to and the right to examine any of the books, records, and other documents.
- B. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation, and close-out activities and audits conducted by HRA or NYC Opportunity or their designees or any other entity authorized or permitted to perform or undertake any of the foregoing.
- C. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Agreement unenforceable.
- D. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.
- E. This Agreement 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 either of the Parties or to vary any of its terms.
- F. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the *Scope of Work* attached hereto as Exhibit A, the terms and conditions of this Agreement shall control.
- G. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY, NYC Opportunity or HRA (“Force Majeure Event”). Such events may include, but are not limited to, strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Parties. None of the Parties will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to a Force Majeure Event. In such an event, the intervening

cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

- H. Subject to Article 3.D, CUNY will not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.
  
- I. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall direct the RF to forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY or the RF to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000. Prior to entering into any subcontract for an amount greater than \$20,000, the RF shall submit a written request for the approval of the proposed subcontractor to the Agency. RF shall not enter into any subcontract for an amount greater than \$20,000 without the prior written approval of the Agency on Exhibit C hereto.
  
- J. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an additional insured under such insurance, CUNY shall require that such entity also list the City, including its officials and employees as an additional insured.
  
- K. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement.
  
- L. **Attachments.** The following attachments are included in this Agreement:
  - a. Exhibit A – Scope of Work
  - b. Exhibit B – Budget
  - c. Exhibit C – Conditions for Subcontracts that Exceed \$20,000
  - d. Exhibit D – Investigations Clause

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



**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement on the date set below their respective signature.

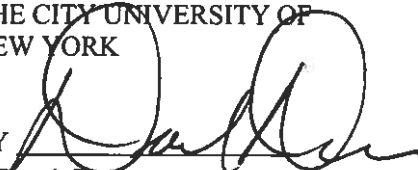
APPROVED AS TO FORM

Alexa Fritache  
The City University of New York

Office of the General Counsel

Date 11/20/23

THE CITY UNIVERSITY OF  
NEW YORK

BY   
Derek Davis,  
General Counsel & Senior Vice  
Chancellor for Legal Affairs


Date November 28, 2023

NEW YORK CITY  
DEPARTMENT OF SOCIAL  
SERVICES/HUMAN  
RESOURCES  
ADMINISTRATION

BY \_\_\_\_\_  
Vincent Pullo,  
ACCO

Date December 13, 2023

NEW YORK CITY  
MAYOR'S OFFICE FOR  
ECONOMIC OPPORTUNITY

BY   
Carson C. Hicks,  
Deputy Executive Director

Date December 12, 2023

## **EXHIBIT A**

*FY24 Scope of Work*

*Unlocking Employment: How to Partner with Job Seekers Impacted by the Legal System*

CUNY School of Professional Studies (CUNY SPS) and the John Jay College Institute for Justice and Opportunity (The Institute)

Prepared for the Mayor's Office for Economic Opportunity (NYC Opportunity)

*March 15, 2023*

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In FY23, the CUNY School of Professional Studies (CUNY SPS), in partnership with the John Jay College Institute for Justice and Opportunity (The Institute) completed the design of and launched the e-learning course, *Unlocking Employment: How to Partner with Job Seekers Impacted by the Legal System* for the Mayor's Office for Economic Opportunity (NYC Opportunity). The course, hosted on an LMS supported by CUNY SPS, is comprised of four (4) self-paced modules, and a set of resources, to help City-funded workforce development providers enhance their capacity to serve people with criminal records and to reduce the stigma around serving individuals with convictions. For FY24, CUNY SPS, with support from The Institute, will:

- I. Host the course and provide learner support
- II. Maintain the resource library
- III. Report learner participation and satisfaction
- IV. Assess application of learning
- V. Support outreach activities

Details of this work are outlined below.

**I. Host Course and Provide Learner Support**

CUNY SPS procured the LearnUpon LMS to host *the Unlocking Employment* course and will maintain the contract to provide seamless hosting year to year. As needed, CUNY SPS will update user guides, previously created, to reflect any changes in the LearnUpon system. The *Unlocking Employment* email box ([unlocking.employment@sps.cuny.edu](mailto:unlocking.employment@sps.cuny.edu)) will be monitored daily and CUNY SPS will respond to all learner inquiries and provide necessary 'help desk' support in a timely manner. The *Unlocking Employment* website will be managed and updated as needed.

***CUNY SPS deliverables:***

- Hosted course on LearnUpon LMS
- Updated user guides, as needed
- Dedicated, supported email box
- *Unlocking Employment* website

**Timeframe:** July 2023- June 2024

## **II. Maintain Resource Library**

CUNY SPS, in collaboration with NYC Opportunity, will continue to work closely with The Institute in maintaining and enhancing the resource library. The Institute will review the resource library on a quarterly basis, ensuring that all resources and associated links are fully functioning. Monthly, they will provide new resources to add to the current library, if available, and will provide CUNY SPS with information needed to put the new/updated resources into the LMS.

***Institute deliverables:***

- Quarterly: Review the resource library to identify resources that are no longer relevant and flag them for removal. This can include resources with broken links.
- Monthly: Provide list of new resources to add to the current library (as available)

***CUNY SPS deliverables:***

- Quarterly: Remove resources flagged by The Institute
- Monthly: Upload new resources provided by The Institute

**Timeframe:** July 2023 – June 2024

## **III. Report Learner Participation and Satisfaction**

Using the approved reporting templates created in FY23, CUNY SPS will manage and deliver monthly reports of course completions and learner data and satisfaction.

***CUNY SPS deliverables:***

- Reports of LMS access and course completions
- Downloaded user data (PII removed)
- Reports of learner satisfaction survey

**Timeframe:** Monthly, July 2023 – June 2024

## **IV. Assess Application of Learning**

Using the Kirkpatrick Model of training evaluation, CUNY SPS, in partnership with the Institute, will collaborate with NYC Opportunity on level 3 assessment – gaining insight into the degree to which participants apply what they learned in the course back on the job.

A focus group will be convened with learners who complete the *Unlocking Employment* course a few months after course completion. CUNY SPS will report on findings, lessons learned and recommendations, implementing as appropriate.

(CUNY SPS, in collaboration with NYC Opportunity and The Institute, plans to develop the focus group questions and strategy in FY23 and will implement in FY24.)

***CUNY SPS deliverables:***

- Finalize focus group questions and strategy, as needed
- Implementation of two (2) focus groups
- Outreach communications to learners
- Report of focus group findings including lessons learned and recommendations

***Institute deliverables:***

- Assist in developing and convening focus group and reporting on responses, lessons learned, and recommendations
- Assist in implementing recommendations as appropriate

**Timeframe:** Implement/convene focus groups: October 2023 and February 2024;  
Report/recommendations: November and March 2024; Implement recommendations, as appropriate: December and April 2024

## V. Support Outreach Activities

CUNY SPS and The Institute will help support outreach activities, in conjunction with NYC Opportunity, in order to promote the course and widen access to a larger audience. This may include drafting of email or other communications, development of new marketing collateral, or the development and implementation of regular online “information sessions.”

***CUNY SPS deliverables:***

- New or updated communication materials (promotional flyer, outreach emails)
- Development and delivery of information sessions, which may include a course demo and/or Q&A session for potential learners

***The Institute deliverables:***

- Assist with the development and review of new or updated communication materials (promotional flyer, outreach emails)
- Assist with the development and delivery of information sessions, which may include a course demo and/or Q&A session for potential learners

**Timeframe:** Information session development: July 2023 – September 2023; Information session delivery: Quarterly, September 2023 – June 2024

**Note: This SOW and budget are inclusive of activities for FY24 only.**

## **EXHIBIT B**



DSS (HRA)  
 Unlocking Employment  
 6/22/2023

Prepared By  
 Dawn Picken  
 Senior Program Director  
[dawn.picken@cuny.edu](mailto:dawn.picken@cuny.edu)  
 646.664.8602

FY24 Budget

					Implementation of Deliverables 1-5	Notes
<b>PERSONAL SERVICES</b>						
Name	Title	Salary	# of Staff	FTE%		
Dawn Picken	Senior Program Director		1	5%	\$ 7,093	Strategic support
Viktoriiia Chubirka	Administrative Services Coordinator		1		\$ 2,500	Processing of contracts/invoices
TBN	Program Manager		1	35%	\$ 35,000	Project management/administration
Kenneth Fobi	LMS Administrator		1	25%	\$ 23,750	
					\$ -	
<b>Subtotal PS</b>					\$ 68,343	
<b>Fringe</b>					\$ 25,910	
<b>MTA Payroll Tax</b>					\$ 208	
<b>Subtotal Fringe</b>					\$ 26,118	
<b>Total PS</b>					\$ 94,461	

OTHER THAN PERSONAL SERVICES					
Item	Detail	Cost	Units		
Independent Contractor Agreement (ICA): Maintenance/Updates	For edits and maintenance to the final eLearning modules.			\$ 9,300	Duets Learning
Independent Contractor Agreement (ICA): LMS Platform	Annual subscription			\$ 15,437	LearnUpon
Sub-Awardee: John Jay, The Institute	Serve as lead subject matter expert and content lead on resource library and user			\$ 26,500	
Focus group incentives		\$ 25	50	\$ 1,250	Gift cards
Learner completion incentives		\$ 100	12	\$ 1,200	1 Gift card/month
Graphic Design	Development of program flyer and LMS banners			\$1,500	Coa Design
Local Travel				\$ -	
<b>Total OTPS</b>				<b>\$ 55,187</b>	
<b>Total PS + OTPS</b>				<b>\$ 149,648</b>	
Indirect				\$ 14,965	
<b>FY24 Allocation</b>					
<b>FY24 Program Budget Total (PS + OTPS+Indirect)</b>				<b>\$ 164,613</b>	<i>Numbers may not add up due to rounding.</i>
<i>Budget submitted matches allocation:</i>				<i>Please provide detail below.</i>	
<i>Other Funding Sources:</i>					
<b>Federal/State Funds</b>					
<b>Private Funds</b>					
<b>Other Funding:</b> source					
<b>Detail on any difference between budget and allocation</b>					



## **EXHIBIT C**

**EXHIBIT C**  
**[To Be Used For Subcontracts that Exceed \$20,000]**

**NEW YORK CITY DEPARTMENT OF (“Agency”) CUNY SUBCONTRACTOR**  
**APPROVAL FORM**

In connection with receiving New York City, New York State, or Federal funds through Agency, The City University of New York (“CUNY”) and/or CUNY Research Foundation (“RF”) intend to use the services of the vendor/consultant named below (“Subcontractor”) to assist CUNY in the performance of its obligations under its Interagency Agreement with Agency (“Agreement”). CUNY represents that its agreement with the Subcontractor will be in a form that complies with all material terms and conditions of the Agreement and will include any attachments or riders required by Agency and the source of funding. CUNY further represents that upon Agency’s approval of its proposed Subcontractor as evidenced by Agency signature below, CUNY or the RF will conduct all required reviews of the Subcontractor to ensure that the Subcontractor has the requisite responsibility and business integrity to receive public funding. **Agency** Approval is subject to CUNY and/or the RF’s compliance with all applicable procurement requirements with respect to selection and review of Subcontractor.

Name of Prime Contractor:

\_\_\_\_\_

EIN:

\_\_\_\_\_

Pin:

\_\_\_\_\_

Name of Sub-Contractor:

EIN:

\_\_\_\_\_

Sub-Contract Term:

\_\_\_\_\_

Sub-Contract Amount:    \$

\_\_\_\_\_

**APPROVED BY**

**AGENCY PROGRAM UNIT**

Program Manager:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Telephone:

\_\_\_\_\_

## **EXHIBIT D**

**EXHIBIT D:  
INVESTIGATIONS CLAUSE**

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B.

1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C.

1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.