

COOPERATIVE AGREEMENT BETWEEN THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION AND THE DEPARTMENT OF FINANCE

This COOPERATIVE AGREEMENT ("Agreement") is dated as of this 20th day of May, 2009, and is between the Department of Social Services of the Human Resources Administration of the City of New York ("HRA"), with offices at 180 Water Street, New York, New York 10038 and the Department of Finance's Sheriff's Division, with offices at 31 Chambers Street, New York, New York, 10007 (hereinafter, "the Parties").

WITNESSETH:

WHEREAS, pursuant to Title IV-D of the Federal Social Security Act, HRA is to assist custodial parents in obtaining child support payments from non-custodial parents under certain circumstances; and

WHEREAS, the proper service of summonses and subpoenas, and proper execution of arrest warrants are essential to obtaining child support payments; and

WHEREAS, HRA wishes to enter into an agreement with law enforcement officers to serve summons and subpoenas, and execute arrest warrants issued by the Family Court; and

WHEREAS, the Sheriff's Division is authorized, ready, willing, and able to perform these services on behalf of HRA's Office of Child Support Enforcement ("OCSE"), subject to the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1. TERM OF AGREEMENT

The term of this Agreement will be one (1) year from July 1, 2008 through June 30, 2009, with five (5) automatic one (1) year renewals, subject to: (i) a satisfactory performance review and mutual agreement on the budget; and (ii) the appropriation and availability of funds.

ARTICLE 2. REQUIRED PERSONNEL AND SCHEDULE

A. Personnel

- 1. The Sheriff's Division will assign twenty-four (24) law enforcement officers and five (5) support personnel to perform services exclusively for this Agreement.
2. The twenty-four (24) law enforcement officers will consist of:

- a. Seventeen (17) Deputy City Sheriffs;
- b. Four (4) Sergeant Deputy Sheriffs;
- c. Two (2) Lieutenant Deputy Sheriffs; and
- d. One (1) Undersheriff.

The job description for each category of officers assigned to this Agreement is set forth in the attached document marked **Appendix A** and incorporated herein.

3. Support personnel will perform clerical duties, including, but not limited to, tracking cases filed with the Sheriff's Division, working on case/data entry on computer systems, status updates, come-in letters, and providing case information to HRA.

B. Schedule

1. All law enforcement personnel will work forty (40) hours per week and all support personnel will work thirty-five (35) hours per week. Services will be performed during two (2) shifts between the hours of 5:00AM and 11:00PM, Monday through Friday. The Sheriff's Division will assign personnel and maintain coverage as needed on both shifts.
2. HRA and the Sheriff's Division may agree in writing from time to time to modify the duties, hours of work, shifts, and/or reduce or increase the level of staffing if the workload requires such modification. In the case of a mutual agreement between HRA and the Sheriff's Division to reduce the level of staffing, the Sheriff's Division will receive payment for the staff in accordance with the pro-rated salaries for the staff provided.

ARTICLE 3. SCOPE OF SERVICES

A. Service of Summons/Subpoenas

It is estimated that the Sheriff's Division will be provided with up to two thousand five hundred (2,500) summons and subpoenas per month. When serving summons and subpoenas, the Sheriff's Division will perform the following tasks:

1. The Sheriff's Division will pick up summons and subpoenas to be served from one (1) of two (2) locations at a time and manner to be determined by HRA.

- a. Summons and subpoenas to be served in Bronx County, Kings County, New York County, and Queens County will be made available at the OCSE Summons Unit, located at 60 Lafayette Street, New York, New York, 10013.
 - b. Summons and subpoenas issued by the Richmond Family Court will be made available at the Richmond Corporation Counsel's Office, located at 60 Bay Street, 8th Floor, Staten Island, New York 10301.
 - c. HRA reserves the right to add/subtract/modify pickup locations upon ten (10) days written notice.
2. Timeframe – During the normal course of business, summonses and subpoenas will be made available by OCSE to the Sheriff's Division as soon as possible, and at least twenty-one (21) calendar days prior to the scheduled hearing date. If a summons or subpoena requires service, but less than 21 calendar days are available, an OCSE representative will contact the Sheriff's Division to arrange for special handling.
- a. The timeframes stated in this section reflect the time currently available between court adjournments. In the event the adjournment time between hearings is shortened, the timeframe for service may require adjustment.
3. The Sheriff's Division will serve summonses on individuals in the following manner:
- a. Personal Delivery – This includes delivery of a true copy of the summons, petition, and related documents to the named respondent at least eight (8) days before the time stated in the summons for appearance.
 - b. Alternate Personal Delivery - In accordance with the Family Court Act and the NY Civil Practice Laws and Rules (CPLR), the summons may be served to a "person of suitable age and discretion" at the actual place of business, dwelling place, or usual abode of the person to be served and by mailing a copy of the summons to the person to be served at his/her last known residence at least eight (8) days before the time stated in the summons for appearance.
 - c. Attempted Service – Attempted service of a summons is defined as any situation in which service was attempted and was unsuccessful. A minimum of three (3) visits to each of the

address(es) of record, including workplace, on different days and at different hours (one (1) morning, one (1) afternoon), and one (1) evening), provided that the address(es) exist, is required.

- d. Substituted Service – Pursuant to the Family Court Act, if after reasonable effort, personal service is not made, the Court may at any stage in the proceeding make an order providing for substituted service in the manner provided for substituted service in the New York Civil Practice Laws and Rules.
 - i. Nail and Mail – Where HRA petitions the Court for substituted service, HRA’s preferred manner of substituted service is that prescribed under NY CPLR § 308 (4), commonly known as “Nail and Mail” service. This manner of service is defined as:

“A specific manner of process which permits affixing the summons to the door of either the actual place of business, dwelling place or usual place of abode within the state of the person to be served and by either mailing the summons to such person at his or her last known residence or by mailing the summons by first class mail to the person to be serviced bearing the legend ‘personal and confidential’ and not indicating on the outside thereof, by return address or otherwise, that the communication is from an attorney or concerns an action against the person to be served. Within twenty (20) days of either affixing or mailing, whichever is later, proof of service must be filed with the clerk of the court designated in the summons.”

- 4. For each instance of actual or attempted service, the Sheriff’s Division will furnish to OCSE one (1) original and one (1) copy of the applicable affidavit/ certificate, no later than eight (8) calendar days prior to the court hearing date. All affidavits/certificates are to conform to the requirements of NY CPLR Section 306 (d) and must contain the following information:
 - a. Date(s) and time(s) of service or attempted service;
 - b. Names of petitioner and respondent;
 - c. Docket number of the case;
 - d. Date of the hearing in Court and identification of the Court;
 - e. Address at which service was made, including any apartment

- number;
- f. The specific address, including apartment number, on any and each instance of attempted service;
 - g. Detailed description of the respondent, if s/he was personally served;
 - h. In the case of alternate personal service, the full name, job title, relationship to respondent, and physical description of the person served (in instances where any of the required information is not obtained, the process serving Deputy Sheriff must indicate the specific reason why the information was not available); and
 - i. If service was not effected, the dates and times of attempted service, name(s) address(es) and apartment number(s) of the person(s) contacted on each attempt to serve.
5. The Sheriff's Division will serve subpoenas by delivering a true copy of the subpoena on any individual required to appear in Court.
 - a. Subpoenas will be accompanied with a \$15 check for the custodial parent for associated expenses.
 - b. The Sheriff's Division will provide OCSE with affidavits/certificates of actual or attempted service, consistent with the requirements of Article 3(A)(4) above. If, however, service was unsuccessful, the Sheriff's Division will return the \$15 check along with its affidavits of attempted service.
 6. The Sheriff's Division will report to HRA all instances of possible welfare fraud detected in the service of summons and subpoenas.
 7. The Sheriff's Division will ensure that all Deputy Sheriffs involved in summons service to maintain a log/memo book in a form acceptable to HRA. The Sheriff's Division will retain this summons service log/memo book permanently and in no event for less than twenty-one (21) years from the last entered date.
 8. In the event an issue as to the effectuation of service of process on a case handled by the Sheriff's Division is raised in a Traverse Hearing, the Sheriff's Division will provide to HRA upon request, or at a time specified by HRA, the Deputy Sheriff whose service in the case is at issue to testify in court in support of his or her affidavit of service.

B. Execution of Warrants

It is estimated that the Sheriff's Division will be provided with up to fifty (50) warrants per month. When executing warrants pursuant to this Agreement, the Sheriff's Division will perform the following tasks:

1. Obtain Child Support Enforcement Team arrest warrants from OCSE's Central Office;
2. Obtain all necessary information regarding the individual named in the OCSE warrant, which includes a description of the individual and his/her Social Security number, if available;
3. Investigate all information obtained to determine the present location of the individual named and described in the warrant;
4. Upon locating the individual, arrest and deliver him/her pursuant to the proper procedures under New York law to the court that issued the warrant or to the appropriate court of jurisdiction;
5. In the event of an arrest, the Sheriff's Division will notify the HRA attorney assigned to the matter of the arrest, and the time the individual was brought into court;
6. Process the apprehended individual according to proper court procedures; and
7. Report cases of possible welfare fraud detected in the execution of warrants to HRA.

C. Reporting Requirements

On a monthly basis, the Sheriff's Division will prepare an Activity report and a Narrative report, which will be used by HRA to verify expenditures listed in the Sheriff's Division's invoices (discussed below in Article 4).

1. Activity Reporting -- The Sheriff's Division will prepare monthly reports detailing the performance of services under the Agreement, including, but not limited to:
 - a. Summons/Subpoena Activity
 - i. Number of summonses and subpoenas received
 - ii. Number of summonses and subpoenas successfully served

- b. Warrant Activity
 - i. Number of Warrants secured
 - ii. Number of Warrants executed
 - iii. Number of arrest warrants vacated
- 2. Narrative Reporting
 - a. Summons/Subpoena Activity – The Sheriff's Division will supply copies of the affidavits/certificates of service or attempted service to fulfill reporting needs, as well as reporting any circumstances that prevented normal service of process.
 - b. Warrant Activity – The Sheriff's Division will provide a report on each warrant case detailing the nature of the effort expended on the case. These reports must be sufficient to reflect the complete historical record of the activity on the case. The reports will be cross-referenced by the respondent's name, docket number, and CSMS case number.
- D. HRA will designate an OCSE Summons Unit Coordinator to serve as a liaison for the coordination/monitoring of all cases, including those referred by OCSE for warrant execution. The OCSE Summons Unit Coordinator will supply all available information on the referred warrants/summonses and subpoenas; determine that warrants are active at the time they are referred; and meeting with the Sheriff's Division's designee to discuss performance matters.

ARTICLE 4. PAYMENT

- A. For the initial term of this Agreement, HRA agrees to pay, and the Sheriff's Division agrees to accept as full payment for services rendered, an amount not to exceed two million eight hundred sixty thousand five hundred forty eight dollars and thirty five cents (\$2,860,548.35). Expenditures by the Sheriff's Division will be in accordance with the budget approved by HRA, which is attached and incorporated herein as Appendix B. Payment is contingent upon HRA's review and approval of the Sheriff's Division's submitted invoices. Payment will only be made for the salaries of staff personnel, corresponding executive management and administrative costs, supplies, equipment and other items in the Budget used in conjunction with the Sheriff's Division's services pursuant to this Agreement.
- B. The Sheriff's Division will submit quarterly invoices to OCSE, clearly identifying the services for which payment is being requested, along with all supporting documentation, pursuant to State Laws and regulations, to support any claim filed. Invoices should be sent to:

NYC Human Resources Administration
Attn: Jeanette Deida
Office of Child Support Enforcement
2 Washington Street, 16th Floor
New York, NY 10004

- C. Intra-City invoices are to be signed by the DOF Budget Director or designee and the Sheriff or designee and must include the following typed 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 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 in this invoice."

- D. HRA will not be liable for payment to the Sheriff's Division for expenses which are not properly documented and incurred pursuant to the budget as approved by HRA, or expenses incurred either before or after the term of this Agreement. HRA and the Sheriff's Division reserve the right to utilize funds for specific budget items for other personal services and other-than-personal services expenses incurred by the Sheriff's Division in performance of its duties pursuant to this Agreement.
- E. All salaries set forth in the attached budget are subject to change to reflect collective bargaining agreements.
- F. HRA reserves the right to withhold payment for any time it deems, at its sole and reasonable discretion, was expended on non-Title IV-D activities. Payment will not be withheld for personnel attending mandatory training.

ARTICLE 5. RENEWAL

No later than sixty (60) days prior to the end of the contract term, the Parties will meet to negotiate a new budget and the "not to exceed" amount for the upcoming renewal term. All renewals will be contingent on the Parties' mutual agreement in writing of the budget for the that renewal term.

ARTICLE 6. PUBLICITY

Neither the Sheriff's Division nor HRA will make any statement to the press concerning the policies and procedures of the other agency as related to the work performed under this Agreement without the prior written permission from the other party.

ARTICLE 7. RETENTION OF RECORDS

The Sheriff's Division and HRA will retain all books, records, and other documentation relevant to this Agreement for a minimum period of six (6) years after the termination of this Agreement. Any City, State, and Federal auditors and any other person duly authorized by the Sheriff's Division or HRA will have full access and the right to examine any of these materials during this period.

ARTICLE 8. TERMINATION

- A. HRA and the Sheriff's Division may terminate this Agreement in whole or in part:
 - 1. Without cause by giving the other party thirty (30) day's written notice; or
 - 2. Immediately, for good cause; or if Federal and State reimbursement for this Agreement is terminated or is otherwise made unavailable.
- B. Upon notice of termination, the Sheriff's Division will not incur any new obligations after the effective termination date and will cancel as many outstanding obligations as possible. All remaining obligations incurred by the Sheriff's Division falling due after the termination date will be paid for by HRA in accordance to the terms of this Agreement.

ARTICLE 9. CONFIDENTIALITY

- A. The information obtained, learned, developed, or filed by HRA or the Sheriff's Division concerning recipients of services from either agency, including data contained in official HRA or Sheriff's Division files or records, will be held confidential by the Sheriff's Division and HRA pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1308 (1988), and any applicable regulations promulgated there under, and will not be disclosed by either the Sheriff's Division or HRA to any person, organization, agency or other entity, except as authorized or required by law.
- B. All reports, information, or data ("Confidential Materials") furnished, prepared, assembled or used by the Sheriff's Division or HRA under this Agreement are to be held confidential and must be used for the intended purposes. Each party agrees that Confidential Materials will not be made available to any third party without the prior written approval of the other party, except as directed by a court of law in a proceeding in which the disclosing party has been directed by a court to make the disclosure.

- C. This Section will remain in full force and effect following the termination of this Agreement.

ARTICLE 10. MODIFICATION

This Agreement may be modified only through the mutual, written consent of both HRA and the Sheriff's Division.

ARTICLE 11. SURVIVAL

The provisions contained within Article 3(A)(7), Article 6, Article 7, and Article 9 shall remain in full force and effect following the termination of services under this Agreement or the cessation of services hereunder.

ARTICLE 12. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified, except by a writing signed by both parties.

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

New York City Human Resources Administration

Sandra Glaves Morgan
Signature

Date: May 26, 2009

New York City Department of Finance
Sheriff's Division

Gindsay Eason
Signature

Date: 4/29/09

Submitting Program Area:

By: Francis Padua Albadan
HRA Dep. Commissioner

Approved as to Availability of Funds:

By: William J. Lee
HRA Office of Finance

Approved as to Legal Form:

By: Jan D. George
HRA Office of Legal Affairs

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 20th day of May 2009, before me personally came Sandra M. Hayes - Morgan to me known and known to me to be Executive Deputy Commissioner of the HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sonnie R. Briggman-Robinson
NOTARY PUBLIC

SONNIE R. BRIGGMAN-ROBINSON
Commissioner of Deeds
City of New York, No. 4-4617
Commission Expires July 1, 2009

STATE OF M)

:SS:

COUNTY OF M)

On this 29 day of April 2009, before me personally came LINDA GALE STEVENS, to me known, who, being by me duly sworn, did depose and say that (s)he resides at 31 Chambers St, that (s)he is the Supervisor of the C.M. of the New York, ~~the corporation described in and which executed the above instrument.~~

Jeffrey Neil Groschel
NOTARY PUBLIC

JEFFREY NEIL GROSSEL
NOTARY PUBLIC, State of New York
No. 02GR4786150
Qualified in New York County
Commission Expires

12/31/09