

THIS COOPERATIVE AGREEMENT (Agreement), with an Effective Date of April 23, 2012, is between the New York City Human Resources Administration ("HRA"), with offices located at 180 Water Street, New York, NY 10038, and the New York City Department of Housing Preservation & Development (HPD) with its principal offices located at 100 Gold Street, New York, New York 10038.

WITNESSETH:

WHEREAS, HPD operates the Emergency Housing Services (EHS) program; and

WHEREAS, HRA has the ability to determine whether shelter costs associated with individuals temporarily residing in the Emergency Shelters may be charged to a certain funding source and if so, HRA is primarily responsible for submitting claims for such funding from the NYS Office of Temporary Disability and Assistance;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- 1.1 The Term of this Agreement will be for three (3) years from July 1, 2012 through June 30, 2015, subject to the availability of funds or unless sooner terminated.
- 1.2 The Parties shall have the option to renew this Agreement, for three one (1) year terms, subject to the availability of funds.

ARTICLE 2. PROGRAM DESCRIPTION

The HPD Emergency Housing Services (EHS) program operates a specialized shelter system for households who have been displaced from their homes as a result of fires, natural disasters and city-issued vacate orders. EHS administrates three shelters for families with children; these Family Living Centers (FLC) are located in the Bronx, Manhattan and Brooklyn. Adult households without children are placed into SRO hotels in the Bronx, Manhattan, Brooklyn, and Queens.

Emergency Response

EHS contracts and coordinates with the American Red Cross (ARC) on emergency response and sheltering services for displaced households. ARC, as a first responder, assesses immediate needs such as health and mental health concerns, food and clothing, and housing and shelter needs. ARC offers shelter for the first 2-3 days of displacement in commercial hotels that are contracted with ARC. When requested by HPD, ARC will extend the stay of displaced households. ARC explores housing options with friends and relatives of displaced households, and as applicable, assists households in returning to the vacated address. Households that are not relocated by ARC would be referred to HPD or the Department of Homeless Services according to respective eligibility standards. ARC hotel costs for households who are eligible for HPD services are reimbursable through the HPD contract.

Shelter Placement

EHS Central Intake assesses ARC referred households and walk-ins for program eligibility and assigns shelter placements based on unit size and household size. Households with children are placed in one of 3 Family Living Centers located in 3 boroughs: Manhattan, Brooklyn, and the Bronx. If space in the Family Living Centers are at capacity, households are extended at an ARC contracted hotels or at HPD's overflow facilities. Households with no children, i.e. Adult Households, are placed in privately owned and managed SRO hotels in 4 boroughs: Manhattan, Bronx, Brooklyn, and Queens. SRO hotels are reimbursed at a per diem rate for HPD occupancies.

Relocation Assistance

Family Living Centers (FLC) Services

Each FLC is staffed by social service Contractors. Contractors provide case management services to ensure a household's housing and relocation readiness. Services include benefits advocacy, employment and/or vocational assistance and support, counseling and referrals for other needed services, documentation gathering, and family support activities.

ARTICLE 3. DATA EXCHANGE

3.1 Elements:

Upon execution of the Agreement, HPD will provide HRA with a file of HPD Hotel/Shelter costs and American Red Cross Hotel costs containing the following individual level administrative data on a monthly basis (not necessarily in this order).

- a. Last name – 21 characters
 - b. First name – 16 characters
 - c. Social security number 999-99-9999 – 11 characters
 - d. Date of Birth – 8 characters
 - e. Check in date – 8 characters
 - f. Start date – 8 characters
 - g. Close date – 8 characters
 - h. Number adults – 3 characters
 - i. Number minor – 3 characters
 - j. Dollar amount print \$\$\$,\$\$\$99 – 10 characters
 - k. Case head last name – 21 characters
 - l. Case head first name – 16 characters
 - m. Room Number – 4 characters
 - n. Hotel Key – 2 characters
 - o. Total number of days
 - p. Number of days
 - q. Occupant number
- 3.2 The data transfer between HPD and HRA will be done via a secure FTP server connection. Access shall be limited to data pursuant to this Agreement.
- 3.3 HRA will research each shelter case claiming category using the HRA Data Warehouse (EDW). For cases determined to be Emergency Assistance for Families (EAF) through

matches in the Data Warehouse, HRA will create 145TTs. HRA will track all 145TTs (whether created by HRA or HPD) to insure the EAF is not claimed beyond the four month time limit.

- 3.4 HPD will forward Form 145TT to HRA for all new clients determined to be eligible by HPD's interview process. HRA will forward to HPD an Excel Spreadsheet of cases of indeterminate claiming status for their review. HRA will forward an Excel Spreadsheet including data match information, claims calculations, and HRA data that supports the claim calculations to HPD for review. After acceptance of the claim by HPD, HRA will submit the claim to New York State Office of Temporary Assistance (OTDA).
- 3.5 The excel spreadsheet indicated in section 3.4, of this agreement shall contain the following information.
 - a. Valid 145TT – data entered HRA/HPD
 - b. Claim_Catg - calculated field HRA
 - c. Case_Name- Source:HPD
 - d. Start_Date - Source HPD
 - e. End_Date - Source HPD
 - f. Room – Source HPD
 - g. LName – Source HPD
 - h. FName – Source HPD
 - i. DOB – Source HPD
 - j. Case_Number_EDW – Source HRA EDW
 - k. CIN – Source HRA EDW
 - l. SSN – Source HPD
 - m. Adult – Source HPD
 - n. Minor – Source HPD
 - o. Status – Source HRA EDW
 - p. Curr_SSI_PAYMT_Status – Source HRA EDW
 - q. Citizenship – Source HRA EDW
 - r. Citizenship_Ind_Date – Source HRA EDW
 - s. Date_Entered_Country – Source HRA EDW
 - t. Adult_Minor – Source HPD
 - u. Hotel Key – Source HPD

ARTICLE 4. TERMS OF PAYMENT

- 4.1 HRA agrees to submit claims on behalf of HPD based on the amount agreed to by HPD to the OTDA on the basis of the approved inter-agency monthly expenses submitted to HRA with supporting documentation. HRA will send the claim form and cover letter to OTDA. After the claim is submitted to OTDA, HRA will send HPD a copy of the cover letter and claim. The backup documents, which are a combination of HRA data, and HPD data should be maintained in case of audit or review by OTDA.
- 4.2 HRA agrees to reimburse HPD in the amount settled by OTDA not-to-exceed twenty million nine hundred eighteen thousand two hundred and twenty nine dollars (\$20,918,229.00) per year for the term of this Agreement in accordance with the Budget, annexed hereto as Exhibit 1 and incorporated herein.

- 4.3 Upon receipt of this settlement, HRA shall transfer the funds to the desired HPD account.
- 4.4 Any activity claimed for reimbursement under this agreement cannot be claimed under any other funding source.
- 4.5 If claims for reimbursement are made by HRA on behalf of HPD pursuant to this agreement, and if such claims are disallowed, then HPD shall assume full responsibility for the cost of such services.
- 4.6 Inter-agency monthly reports consisting of HPD Claims Summary Report, HPD Shelter Cost Report and cover letter (examples attached as Exhibit 2) for the period shall be submitted to:
- NYC Human Resources Administration
Finance Office – Bureau of Claims and Reimbursement
Attn: Mr. Jean Nau, Bureau Director
180 Water Street, 9th Floor, Room 907
New York, NY 10038
- 4.7 The inter-agency documents shall be signed by the Director of HPD's fiscal department or designee and shall include the following typed language:

"I hereby certify that this submission for reimbursement is for articles received, services rendered or amounts expended on behalf of the City of New York, that this is correct as to the 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 there in has been previously certified, and that the amount is solely for the operation of said Programs described in this submission."

ARTICLE 5. NOTICES AND COMMUNICATIONS

All notices and communications required by this Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, Overnight Mail, Express Mail or other overnight delivery service that provides a receipt to the sender, by Email or FTP Server. All notices and correspondence to the parties, other than monthly claims to HRA, shall be delivered to the following addressees and addresses:

To HRA:

Ms. Jill Berry
Executive Deputy Commissioner of Finance
NYC Human Resources Administration
180 Water Street, 11th Floor
New York, N.Y. 10038
Email address: Berryj@hra.nyc.gov

TO HPD:

Mr. Merrick Reid
Assistant Commissioner of Fiscal Affairs
Department of Housing, Preservation and Development
100 Gold Street
New York, New York 10038
Email address: reidm@hpd.nyc.gov

ARTICLE 6. RETENTION OF RECORDS

HPD shall retain all books, records, and other documentation relevant to this Cooperative Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any 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 said materials during said period.

ARTICLE 7. COMPLIANCE WITH LAW

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

ARTICLE 8. DATA SECURITY

8.1 The City of New York Data Classification Policy under the Citywide Information Security Policy issued July 28, 2008, updated August 17, 2012, is intended to protect HPD and HRA, their employees, their partners, and their constituents from unauthorized access, loss, or theft of confidential or private data or information that is disclosed by both of these agencies to each other and which may reside in email, Excel spreadsheets, Word documents, Access databases, Visio diagrams, PowerPoint presentations or other documents. Any data or files that HPD and HRA produce or access must be protected in accordance and in compliance with the Citywide Information Security Policy.

8.2 The documents and process described in this agreement are in compliance with the Citywide Information Security Policy. Any changes that are made to this agreement must remain in compliance with Citywide Information Security Policy. Changes to the Citywide Information Security Policy will be effective in this agreement unless otherwise agreed.

8.3 The Data Match files and Claim Calculation files are considered to be "Confidential Data" due to their inclusion of Social Security Numbers.

8.4 The full description of the CITYWIDE INFORMATION SECURITY POLICY may be referenced at:
http://cityshare.nycnet/html/cityshare/downloads/it_wireless/info_security_policies/Data_Classification.pdf

- 8.5 Upon the discovery of an unauthorized disclosure of any HPD and/or HRA data, the party responsible for the disclosure must notify each Agency's legal counsel in writing within 48 hours following the discovery of the incident. The parties will work together to implement an appropriate corrective action plan.

ARTICLE 9. CONFIDENTIALITY

- 9.1 All information obtained, learned, developed or filed in connection with this Agreement the participants, or services, including data contained in official HRA files or records, shall be used only for the intended purposes under this agreement and shall be held confidential by the parties pursuant to the provisions of the New York State Social Services Law Section 136 , the Federal Social Security Act, 18 NYCRR 357.3, and any applicable regulations promulgated there under and shall not be disclosed by HPD to any person, organization, agency, or other entity except as authorized or required by law.
- 9.2 All of the reports, information, or data (Confidential Materials) furnished, prepared, assembled, or used by HPD or HRA under this Agreement are to be held confidential and each party agrees that the Confidential Materials shall 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 disclosing party has been directed by a court to make the disclosure.
- 9.3 The provisions of this Article shall remain in full force and effect following termination of this Agreement.

ARTICLE 10. SUPERVISION

In compliance OTDA's 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 11. TERMINATION

- 11.1 Either party shall have the right to terminate this Agreement in whole or in part:
- a) without cause, by giving the other party thirty (90) days prior written notice, or
 - b) for good cause, immediately.
- 11.2 HRA shall have the right to terminate this Agreement immediately for the following reasons:
- a) if Federal or State reimbursement is terminated or not allowed;
 - b) if City funds are terminated;
 - c) if there is a lack of availability of HRA in-house staffing resources; or

11.3 In the event that either party terminates this Agreement, HPD and HRA shall not claim further obligation pursuant to this Agreement beyond the termination date. . Any funds received by HRA from OTDA based on claims submitted on behalf of HPD by HRA prior to the termination date shall be reimbursed to HPD.

ARTICLE 12. MODIFICATION

This Agreement may be modified by the parties in writing.

ARTICLE 13. COMPLIANCE WITH LOCAL LAW 40

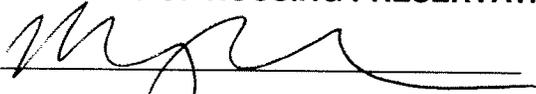
Pursuant to Local Law 40 of 2011, the agencies understand that this Interagency Agreement may be posted on NYC.gov within thirty (30) days of execution.

ARTICLE 14. ENTIRE AGREEMENT

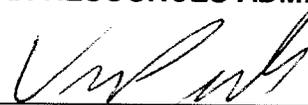
This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto, or to vary any of the terms contained herein.

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

**NEW YORK CITY
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

BY: 
TITLE: Deputy Commissioner
DATE: 3/22/13

**NEW YORK CITY
HUMAN RESOURCES ADMINISTRATION**

BY: 
TITLE: Asst
DATE: 4/23/13

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 23 day of April, 20 13, before me personally came Vincent Pullo, to me known and known to me to be NCCO 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 (s)he acknowledged to me that (s)he executed the same for the purpose therein mentioned.

Sharon C. James
NOTARY PUBLIC

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13026
Commission Expires April 1, 2014

STATE OF NY)

:SS:

COUNTY OF NY)

On this 22nd day of MARCH, 20 13, before me personally came MOLLY PARK, to me known, and known to be the DEPT Com. of the New York City Department of Housing Preservation and Development, the person described herein and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes herein mentioned.

Martha Palma
NOTARY PUBLIC

MARTHA PALMA
Notary Public, State of New York
No. 24-4992755
Qualified in Kings County
Commission Expires March 2, 2014

EXHIBIT 1: BUDGET

HPD SHELTER YEARLY COST
BUDGET

Family Centers	8,057,153.00
Hotels	10,712,500.00
American Red Cross	<u>2,148,576.00</u>
Total Yearly Budget	20,918,229.00

Amounts indicated in the line items of this budget may be reallocate by HPD to other line items of this budget.

EXHIBIT 2: SAMPLES

- 1. HPD CLAIMS SUMMARY REPORT;**
- 2. HPD SHELTERS COST REPORT;**
- 3. SAMPLE COVER LETTER**

HRA/HPD CLAIM SUMMARY

Claiming Period: Dec 2012

HPD SHELTERS	Record Count	Dollars Per Room	Total	OTHERS	TOTAL CLAIM
FA	284	159,895	995	0	159,895
EAF	231			0	110,902
EAA	137			0	136,834
SN			-07	0	275,207
NPA/EAF			26,678	0	26,678
TOTAL			709,515	0	709,515

SAMPLE

TOTAL	\$709,515
Others	\$0
Grand Total (HPD CLAIM)	\$709,515

Finance Office/Office of Revenue Management and Development

Analysis of Hotels/Shelters File

Dec-12

CLAIM CATGORY	DOLLARS PER ROOM	RECORD COUNT
FA	\$157,674.85	264
EAF	\$106,116.65	194
EAA	\$136,468.85	133
SN	\$275,206.96	310
NPA/EAF	\$25,337.68	43
Payable Subtotal	\$700,804.99	944

Not Eligible*	\$680,155.00	834
Not Payable Subtotal	\$680,155.00	834
Total	\$1,380,959.99	1,778

Analysis of American Red Cross

Dec-12

CLAIM CATGORY	DOLLARS PER ROOM	RECORD COUNT
FA		20
EAF		37
EAA		4
SN		--
NPA/EAF		14
Payable Subtotal	\$710.00	75

Not Eligible*	\$11,818.00	11
Not Payable Subtotal	\$11,818.00	11
Total	\$20,528.00	86

SAMPLE

Tc

. American Red Cross and Hotel/Shelter Files

Dec-12

CLAIM CATGORY	DOLLARS PER ROOM	RECORD COUNT
FA	\$159,894.85	284
EAF	\$110,901.65	231
EAA	\$136,833.85	137
SN	\$275,206.96	310
NPA/EAF	\$26,677.68	57
Payable Subtotal	\$709,514.99	1,019

Not Eligible*	\$691,973.00	845
Not Payable Subtotal	\$691,973.00	845
Grand Total	\$1,401,487.99	1,864

*Closed cases, cases unknown to WMS

DATE: (INPUT DATE)

TO: Mr. Jean Nau, Bureau Director
New York City HRA Finance Office
Bureau of Claims and Reimbursement
180 Water Street – Room 907
New York, NY 10038

FROM: Merrick Reid, Asst. Commissioner
Office of Fiscal Affairs/ Housing Preservation and
Development (HPD)
100 Gold Street, - Room 821
New York, NY 10038

SUBJECT: **HPD Shelter Costs Report (FILL IN FY AND Quarter ending)**

Enclosed is the Shelter Costs Report for the month of (month/year) in the amount of \$..... The claimable dollars are broken down by funding stream below:

- Family Assistance (FA)
- Safety Net (SNET)
- Emergency Assistance for Families (EAF)
- Emergency Assistance for Adults (EAA)

Upon receipt of this letter, please complete the necessary steps to file with the NYS Office of Temporary Assistance a claim for reimbursement on behalf of HPD.

If you have any questions or need any additional information, please contact _____ at 212- _____ or email at _____.

Sincerely,

cc: Ingrid Jarvis
Tabitha Brown