

THIS COOPERATIVE AGREEMENT ("Agreement"), with an Effective Date of July 31, 2012, is between the Department of Social Services of the Human Resources Administration of the City of New York ("HRA" or "the Department"), acting through its Family Independence Administration ("FIA"), with offices located at 180 Water Street, New York, New York 10038, and The City University of New York ("CUNY"), with offices located at 535 East 80th Street, New York, New York 10021,

WITNESSETH:

WHEREAS, HRA, consistent with the mandates of Title I of the Personal Responsibility and Work Reconciliation Act of 1996, H.R. 3734 Section 101 et seq., desires to improve its capacity to assist and monitor recipients of Temporary Assistance to Needy Families ("TANF"), Safety Net Family Assistance ("SNFA") and Safety Net Single Assistance ("SNSA") who are interested in or are attending college to pursue associate-level degrees or certificates in approved occupationally-oriented courses of study in order to become self-sufficient; and

WHEREAS, CUNY and HRA also wish to collaborate in additional pilot projects, including CUNY Works, which will allow young adults enrolled in select CUNY programs to participate in paid internships that reinforce their educational achievement; and

WHEREAS, CUNY has the requisite experience and expertise to provide the services required and is willing to perform the services for HRA under the terms and conditions set forth herein.

NOW, therefore, the parties hereby mutually agree as follows:

ARTICLE 1. OVERVIEW

It is the purpose of the College Opportunity to Prepare for Employment ("COPE") Program ("the Program") to: (1) ensure that all undergraduate degree and certificate programs at all named CUNY colleges¹ ("the Colleges") servicing TANF and SNFA/SNSA recipients who are pursuing approved associate-level occupational degrees or certificates ("the Participants") comply with the statutory and regulatory mandates of the Personal Responsibility and Work Reconciliation Act ("PRWRA"), the New York State TANF Plan, and HRA employment program policies; and (2) provide such additional support services for Participants as the parties mutually agree upon.

To achieve the goals of the Program, CUNY shall:

¹ Baruch College, Borough of Manhattan Community College, Bronx Community College, Brooklyn College, City College, Hostos Community College, Hunter College, John Jay College, Kingsborough Community College, LaGuardia Community College, Lehman College, Medgar Evers College, New Community College, New York City College of Technology, Queens College, Queensborough Community College, College of Staten Island, and York College.

- A. Provide documentation services, as further detailed in Article 5 below, to insure the timely submission to HRA/FIA by the Colleges of all HRA-required documentation of Program attendance and verification of satisfactory progress;
- B. Operate a COPE Support Service Unit ("CSSU"), as further detailed in Article 5 below, at each of the Colleges providing information, short-term advisement, and other supplementary services and activities to ensure continuous thirty-five (35) hour-per-week participation by Participants pursuing associate degrees at CUNY, to help the Colleges and Participants to meet both HRA and CUNY requirements;
- C. Operate the COPE Job Placement Service ("CJPS"), as further detailed in Article 5 below; and
- D. Create and implement the COPE Graduation Success Initiative ("GSI") pilot, as further detailed in Article 5.6 below and Addendum.

ARTICLE 2. TERM OF PERFORMANCE

- 2.1 The term of this Agreement shall be for twelve (12) months, from July 1, 2012, through June 30, 2013, unless sooner terminated as provided herein (the "Initial Term").
- 2.2 This Agreement will be automatically renewed for up to 3-one year periods (each a "Renewal Period", and, collectively, with the Initial Term, the "Term"), subject to the availability of funds and satisfactory achievement of milestone targets set forth in paragraph 5.5D.

ARTICLE 3. RESPONSIBILITIES OF HRA

HRA/FIA shall provide Program support as follows:

- A. Provide CUNY with official FIA Attendance Rosters and train CUNY staff to use the Rosters;
- B. Inform CUNY of any change in the status of any Participant that affects his/her participation in the Program;
- C. Assist CUNY staff's efforts to inform eligible Cash Assistance recipients of their right to attend college;
- D. Use its best efforts to provide CUNY staff with development and training services;
- E. Use its best efforts to assure that the HRA/FIA staff providing direct client services understand the mission, goals, objectives, policies and procedures of the Program and how those policies and procedures affect the handling of Participants' cases;

- F. Use its best efforts to act as an information clearinghouse providing CUNY with any materials, which are available to HRA, on education and welfare;
- G. Use its best efforts to provide Participants who are progressing satisfactorily toward their degrees with work schedules and sites convenient to their home addresses, college locations and academic schedules;
- H. Use its best efforts to assign graduating Participants to COPE Job Placement Services ("CJPS"). Such assignments shall be to the Participant's Home College, or if such Home College does not have CJPS, to the most conveniently-located CJPS-equipped College.
- I. Promptly respond to inquiries from the CUNY central office and campus staff relating to eligibility of students who request COPE services, and verify whether such students receive Cash Assistance and/or Food Stamps. As a condition to HRA's obligation to confirm any student's eligibility and to verify whether any student receives Cash Assistance and/or Food Stamps, CUNY must have received a signed written consent from such student (or their legal parent or guardian, as required) authorizing HRA to disclose such information to CUNY for purposes of the Program (a "Consent"), as further described in Article 5.4. In the event of a disclosure of such confidential information, the parties agree to take reasonable precautions in exchanging the confidential information to prevent data breaches, including, but not limited to: use of secure methods when transmitting such information electronically.

ARTICLE 4. CUNY WORKS AND ADDITIONAL PROJECTS

- 4.1 CUNY and HRA will collaborate in the CUNY Works project which offers paid internships to up to 65 young adults enrolled in select CUNY programs. Under CUNY Works, Participants will be required to work 12-15 hours per week either on or off campus, while continuing their academic studies. In addition, Participants will participate in workshops that provide them with practical and professional skills, such as opening a bank account, creating a strong resume, and interviewing for a variety of jobs.
- 4.2 CUNY and HRA may collaborate in the design and implementation of additional mutually agreed-upon special tasks, including, but not limited to:
 - A. Researching the population being served and their needs;
 - B. Evaluating the implementation and effectiveness of the Program;
 - C. Extending services to Participants in baccalaureate programs of study; and
 - D. Collaborating in other projects intended to improve the ability of CUNY and HRA to provide Participants with appropriate quality services.
- 4.3 At the discretion of HRA/FIA, any task undertaken pursuant to Article 4.2 shall be on a

pilot basis, and the parties understand and agree that it may require a separate agreement and/or additional monies to implement any such task.

- 4.4 Nothing in Article 4.2 shall be deemed to require the design or implementation of any set number of tasks. Either party may decline to engage in any task or project under Article 4.2, without penalty.

ARTICLE 5. GENERAL RESPONSIBILITIES OF CUNY

5.1 CUNY shall implement the COPE Support Services Program at the Colleges as follows:

- A. Operate a COPE Support Service Unit ("CSSU") at each College offering associates degrees to Participants from enrollment through degree-completion to help ensure that Participants meet both their Cash Assistance work requirements and College academic requirements.
- B. If the parties mutually determine that the number of Participants enrolled at any College warrants it, and subject to availability of funding, hire CSSU staff to provide the following services:
 - 1. Contact entering Participants prior to enrollment and, to the extent possible:
 - a. Assist them to enroll in special academic support programs prior to and/or upon matriculation to enhance their likelihood of academic success; and
 - b. Provide a formal orientation to advise them of their New York City Cash Assistance work obligations, and help them develop a plan to meet these obligations while pursuing individual courses of study;
 - 2. Offer pre-registration advisement to assist continuing Participants with registering as early as possible for the courses they will need to graduate;
 - 3. Assist Participants to schedule College classes to allow sufficient time for their concurrent New York City Cash Assistance work requirement; and
 - 4. Offer and monitor enough other appropriate activities to enable Participants to meet the FIA-mandated 35-hour simulated workweek. Such activities shall include, but not be limited to:
 - a. Providing, as available, Work Study and internship opportunities, topical workshops and seminars, computer literacy, and job search training;

- b. Coordinating with Documentation Services, as described in this Article 5, and with FIA to monitor the College attendance of Participants receiving Training Related Expenses ("TRE") or who are otherwise required to participate by FIA;
 - c. Providing case management and referrals to services such as tutoring, counseling, job placement, and such other additional support necessary to keep Participants enrolled in college and progressing toward degrees while continuing their Cash Assistance work assignments;
 - d. To a reasonable extent, assisting Participants to have childcare in place so they can both attend college and complete their work assignments;
 - e. Acting as liaison to FIA offices to address issues related to the work requirement, income support, or TRE receipt; and
 - f. Coordinating with COPE Job Placement Services ("CJPS") to refer current, graduating, prospective and former Participants for job placement assistance.
5. Accurately document Participant attendance and timely provide such documentation to FIA every two weeks using FIA Attendance Rosters.
- C. Identify and refer potential Participants to The Jewish Community Council of Greater Coney Island ("JCCGCI") or to HRA for participation in the JCCGCI CARE-CUNY WEP program, and provide JCCGCI with copies of all CARE-CUNY WEP referral sheets given to Participants to facilitate preparation for their enrollment in the JCCGCI CARE-CUNY WEP program.
- 5.2. CUNY shall create and implement the COPE Graduation Success Initiative ("GSI"), which will support 180 matriculated GSI Participants who have between 30 and 45 credits upon enrollment in an effort to promote their retention and improve their prospects of graduating within one year. The program will operate as follows:
- A. Provide a menu of enriched Special Services for GSI Participants, including, but not limited to:
 - 1. rigorous assessment to identify and address potential obstacles to graduation
 - 2. assignment to an advisor who will meet with them at least twice per month to monitor program participation and ensure that they are meeting their academic obligations;
 - 3. scheduling assistance to facilitate access to required classes;

4. a comprehensive mandatory 4-day Summer Program (“GSI Boot Camp”) to prepare GSI Participants for the rigors of senior year and establish a sense of community;
 5. weekly seminars on a variety of topics to promote collective learning, community building, and commitment to graduating;
 6. professional development workshops to enhance computer literacy, basic work readiness, and short- and long-term career planning;
 7. academic skills workshops as needed on topics including note-taking, essay writing, exam preparation, test-taking strategies, and time management;
 8. a variety of tutoring arrangements as well as study groups to foster academic and social connections and encourage persistence; and
 9. other support services on an on-going basis, including intensive individual counseling to monitor each GSI Participant’s progress, academic advocacy, and referrals to childcare, healthcare, or other services, as needed.
- B. Provide GSI Participants with incentives, including book vouchers and a graduation allowance, to encourage retention and completion;
- C. Offer and monitor appropriate activities, including but not limited to, work study and community service placements, internships, topical workshops and seminars, structured homework hours and computer literacy and job search programs
- D. Coordinate between CJPS and the other College services providing job placement to assist GSI Participants who graduate or discontinue their studies in finding employment;
- E. Provide Job Search assistance, as further defined in paragraph 5.3.D below, for selected GSI Participants;
- F. Create a database to track and monitor GSI Participants’ activities and progress and compare their progress to that of GSI-eligible students who are not in the program (“GSI-eligible non-participants”);
- G. Anticipated GSI Outcomes:
1. A higher percentage of GSI Participants than GSI eligible non-participants will maintain a minimum 2.0 grade point average each semester;
 2. GSI Participants will earn more credits per semester than GSI-eligible non-participants;
 3. 30% of GSI Participants will graduate within 2 semesters, and an additional 5% of GSI Participants will graduate after attending summer school during the following summer semester;
 4. A higher percentage of GSI Participants than GSI-eligible non-participants will graduate; and
 5. A higher percentage of GSI Participants than GSI-eligible non-participants

will become employed within 4 months of graduation.

For the avoidance of doubt, failure to achieve such anticipated outcomes shall not constitute a default under this Agreement.

- 5.3 COPE Job Placement Services ("CJPS") shall provide both full and part-time job opportunities for prospective, current, graduating and former Participants. CJPS shall operate as follows:
- A. Develop a system, in cooperation with the Colleges and others, to provide a variety of job placement assistance options, to prospective, present and former Participants;
 - B. When possible, follow up with Participants who graduate or discontinue their studies to encourage them to utilize the job placement services COPE provides;
 - C. Inform current Participants about job opportunities that will help them transition from Cash Assistance to work while continuing their degree studies;
 - D. Provide a structured four (4) week, fifteen (15) hour job search activity ("COPE Job Search") for all eligible Participants who have graduated, discontinued their studies, or completed their TRE eligibility;
 - 1. Job Search Participants who cannot be served through the COPE Job Search shall be referred to FIA for alternative placement;
 - 2. CUNY shall report Participants' Job Search attendance on the FIA Attendance Rosters;
 - E. Generate and maintain records and provide monthly reports to appropriate FIA and College staff regarding all CJPS activities, which shall include a listing, by College or program, of all Participants using the service;
 - F. Follow up on all Participant job placements at thirty (30) day and ninety (90) day intervals following any such placement;
 - G. Submit completed Job Placement Reports (FIA Form 3A and Welfare to Work ("WTW") 30-Day and WTW 90-Day Retention Forms) documenting all entries into employment and verifications of retention, in accordance with FIA policy; and
 - H. Cooperate with FIA in developing other tools as needed to document Participants' employment activities.
- 5.4 As a condition to HRA's obligations to disclose any information concerning a student under Article 3(I), CUNY must have received a signed Consent from such student(or their legal parent or guardian, as required). CUNY must retain signed Consents in accordance with Article 10 and must provide copies of Consents to HRA for inspection

upon request. CUNY is not otherwise obligated to obtain Consents from students; in the event CUNY is unable to obtain a Consent for a particular student, HRA shall have no obligation to provide information or verification related to such student under Article 3(I).

5.5 CJPS Payment Milestones:

A. Target: The parties project that at least 830 Participants placed in employment by June by 30, 2013, will retain employment for at least 30 days. Of these, at least 600 Participants will either be off Cash Assistance or retained in employment for ninety (90) days by September 30, 2013. A Participant shall be counted toward Target if s/he has been working for at least twenty (20) hours per week.

1. A Participant who has been working less than 20 hours per week but has been earning at least \$170 per week and has been employed for at least 90 days may also be counted toward Target..

B. Additionally, it is projected that up to 300 Participants will be retained in employment for one hundred eighty (180) days and up to 100 Participants may obtain a second job that increases their prior earnings by at least 10%.

C. Participants from the following groups may be counted towards up to 25% of all payment milestones as contemplated in paragraphs 6.1.D and E:

1. Participants who have applied for Cash Assistance, or whose Cash Assistance benefits have been sanctioned;
2. Participants who receive only Food Stamps;
3. Non-custodial parents; and
4. Non-matriculated CUNY students.

D. If CJPS fails to reach fifty percent (50%) of Target, the Program shall be ineligible for renewed funding for the following year. If CJPS achieves fifty-to-seventy-four percent (50% to 74%) of Target, the Program shall be eligible for renewed funding at a level of eighty-five percent (85%). If CJPS attains seventy-five percent to one hundred percent (75% to 100%) of Target, the Program shall be eligible for renewed funding at a level of one hundred percent (100%).

5.6 The CUNY Office of Academic Affairs shall coordinate and oversee the Program. To that end, the CUNY Office of Academic Affairs shall:

A. Designate a University Program Director who shall:

1. Convene regular COPE staff meetings;
2. Act as a liaison between CUNY and HRA/FIA;
3. Coordinate and supervise the collection of all data the Program requires;

4. Insure that all reports required by FIA are timely submitted; and
 5. Prepare and submit, by February 20, 2014, a comprehensive Annual Report addressing: (a) student attendance and course completion; (b) each of the Program activities described in this Agreement; (c) intra-university coordination; (d) the collaboration between HRA/FIA and CUNY; (e) any innovations; and (f) Program accomplishments, problems, actions taken/recommended and reflections, where appropriate;
- B. Meet with the FIA Deputy Commissioner or designee, representatives from CUNY and FIA who supervise work assignments and attendance verification and JCCGCI to identify training needs, and to guide, develop, and evaluate communication strategies among the Program constituencies; and
- C. Assist HRA in appropriately referring Participants who are unable to benefit from the Program.

ARTICLE 6. PAYMENT

- 6.1 HRA agrees to pay and CUNY agrees to accept as full payment for the services provided hereunder an amount not to exceed four million four hundred and eighty four thousand four hundred twenty-eight dollars (\$4,484,428) for the Initial Term of this Agreement. The amounts to be paid under this Article shall be automatically renewed for each Renewal Period, unless such amounts are changed pursuant to the terms of this Agreement.
- A. The first one million sixty four thousand four hundred and twenty eight dollars (\$1,064,428.00) will be available for disbursement to CUNY pursuant to the line item budget attached hereto as Exhibit 1, and shall be paid to CUNY in twelve monthly installments on a cost reimbursement basis.
1. The line item budget shall include one hundred forty-eight thousand six hundred dollars (\$148,600.00) to be allocated for the use of MTA metro cards and other student compliance incentives provided to Participants who meet program employment-related milestone requirements.
- B. An additional six hundred fifty six thousand dollars (\$656,000) will be available for disbursement to CUNY pursuant to the line item budget attached hereto as Exhibit 2 for the new Graduation Success Initiative (GSI), and shall be paid to CUNY in twelve monthly installments on a cost reimbursement basis.
- C. Two hundred thousand dollars (\$200,000) will be available for disbursement to CUNY pursuant to the line item budget attached hereto as Exhibit 3 for the CUNY Works project, and shall be paid to CUNY in twelve monthly installments

on a cost reimbursement basis. The line item budget shall include hourly payments of \$10.00 per hour from HRA to CUNY for work performed by up to 65 Participants in internships which consist of 12 to 15 hours per week. For such hourly payments CUNY shall provide monthly invoices to HRA indicating the name of the Participant who is performing services, the name of the internship in which the Participant worked, and the number of days and hours the Participant worked in a particular month.

- D. The remaining two million five hundred and sixty four thousand dollars (\$2,564,000.00) will be paid based on the following performance-based payment schedule:

HRA shall pay up to three thousand dollars (\$3,000.00) for each placement at the following payment milestones that will be counted towards Target:

1. Sixty percent (60%) or one thousand eight hundred dollars (\$1,800.00) per placement upon documentation of thirty (30) day job retention up to a maximum of eight hundred and thirty (830) placements; and
2. Forty percent (40%) or one thousand two hundred dollars (\$1,200.00) per placement upon documentation of ninety (90) day job retention up to a maximum of six hundred (600) placements.

- E. HRA shall pay up to one thousand five hundred dollars (\$1,500.00) for each placement for the following payment milestones that will not be counted towards Target:

1. One thousand dollars (\$1,000.00) per placement upon documentation of one hundred and eighty (180) day job retention up to a maximum of three hundred (300) placements; and
2. Five hundred dollars (\$500.00) at second job placement with a salary at least ten percent (10%) higher than the initial placement up to a maximum of one hundred (100) second placements.

The maximum amount allowable for non-Target milestone payments shall be no more than three hundred and fifty thousand dollars (\$350,000.00) total.

- F. In no event shall the total payments hereunder exceed four million four hundred and eighty four thousand four hundred twenty-eight dollars (\$4,484,428).

- 6.2 For each milestone payment requested, CUNY shall submit, for each Participant, the Participant's name, Public Assistance category, case number with suffix, Social Security number, and the following supporting documentation:

- A. For each reported 30-day retention, a completed WTW Job Placement and

Retention form 30-day follow-up, with such supporting documentation as FIA may reasonably require; and

- B. For each 90-day retention reported, a completed WTW Job Placement and retention form 90-day follow-up, with such supporting documentation as FIA may reasonably require.

6.3 CUNY may submit invoices through March 15, 2014, for all employment entries commenced by June 30, 2013, and all Target retention milestones achieved through September 30, 2013, and non-Target retention milestones achieved through December 31, 2013. Upon each renewal of this Agreement the dates contemplated above in this paragraph will be deemed to be increased by one year for each such renewal having been effectuated, in order for the dates to fall within the term of the specific Renewal Period then coming into effect. HRA's obligation under the Agreement to make performance milestone payments to CUNY, including, without limitation, those related to successful job placements and retentions, shall survive the expiration or earlier termination of this Agreement. CUNY shall receive payment from HRA for such milestones upon submission of the required documentation to HRA in accordance with the terms of this Agreement.

6.4 All such Invoices shall be signed by RF's Director of Grants and Contracts 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 therein has been previously certified and that the amount is solely for the operation of said program described on this invoice."

6.5 Advance Payment: Upon written request from CUNY, and within four (4) months of the beginning of the Initial Term and of each Renewal Period, HRA will pay CUNY an advance payment of twenty five percent (25%), being the amount of six hundred and forty one thousand dollars (\$641,000) of the one year performance-based allocation of two million five hundred and sixty four thousand dollars (\$2,564,000.00). This Advance will be expended on CUNY's costs related to job placement and retention. HRA will recoup the Advance from subsequent payments due CUNY during each renewal period in the following amounts:

December 31 up to 20% - \$128,200 of the Advance;
January 31 up to 20% - \$128,200 of the Advance;
February 28 up to 20% - \$128,200 of the Advance;
March 31 up to 20% - \$128,200 of the Advance;
April 30 up to 20% - \$128,200 of the Advance.

HRA will reduce subsequent payments to CUNY for Placement Milestones achieved

by the indicated amounts at the indicated times. In the event that HRA has not recouped the full Advance by April 30, of each year, the balance will be recouped by June 30 of that year, from payments due CUNY and, if necessary, by billing CUNY directly.

- 6.6 The funds payable pursuant to this Agreement shall be used exclusively for expenditures incurred in connection with this Agreement, and for no other purpose.
- 6.7 Payment shall be made on the basis of approved invoices submitted on a monthly basis. Invoices for payment shall be accompanied by reasonable supporting documentation satisfactory to HRA and submitted to:

Division of Account Payable and Reporting
Office of Financial Management.
180 Water Street – 8th Floor
New York, NY 10038
Attn: Dean Rainey

ARTICLE 7. RESEARCH FOUNDATION AS FISCAL AGENT

Pursuant to a certain agreement dated October 20, 1983, by and between the Research Foundation of the City University of New York ("the RF") and CUNY, the RF will act as the fiscal agent to CUNY and administer the funds for this Agreement. The RF, acting as CUNY's fiscal agent for sponsored programs, will prepare monthly invoices, which will be supported by the RF's computer printout.

ARTICLE 8. OWNERSHIP OF ITEMS PURCHASED AND DELIVERED

All furnishings, goods, equipment, supplies, and other property required to be purchased in whole or in part by funds provided by the City under this Agreement ("City-owned property") shall be clearly marked or identified by CUNY as HRA/City-owned property. During the term of this Agreement and any renewals thereof, such HRA/City-owned property shall remain in CUNY'S custody and control. While in CUNY's custody or control, any such property shall be maintained in first-class condition and CUNY shall bear all risk of loss and/or damage with respect thereto, normal wear and tear excepted. CUNY shall not dispose of HRA/City-owned property without the prior written approval of HRA. All deliverables required by this Agreement shall be the sole property of HRA and CUNY shall not allow the same to be used except for the purposes of this Agreement without the express written permission of HRA. CUNY shall maintain an up-to-date inventory of furniture and equipment and submit it as requested by HRA and as part of the last invoice submission.

ARTICLE 9. PUBLICITY AND INTELLECTUAL PROPERTY

- 9.1 The prior written approval of the other party is required before a party or any of its

employees, servants, agents, or independent contractors may, at any time, either during the term of or after the completion or termination of this Agreement, make any statement or issue any communication to the press bearing on the work performed or data collected under this Agreement.

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

9.3 Any and all materials written or developed by CUNY under the terms of, or specifically for utilization under, this Agreement shall become the exclusive property of HRA and shall not be used by CUNY except as permitted in subdivision 4 below.

9.4 Neither party shall publish any materials nor any work dealing with any aspect of performance under this Agreement, nor of the results and accomplishments thereof, without the prior written permission of the other party, which shall not be unreasonably withheld. In the event such permission is granted, the other party shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for non-commercial purposes, such portion of the publication dealing with such aspect of performance, results and/or accomplishments. In preparing any of its own materials based on the CUNY-prepared materials, HRA will give CUNY and the principal investigator full credit.

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

ARTICLE 10. RETENTION OF RECORDS

Both parties agree to retain (in hard copy and/or electronic format) all books, records and other documents relevant to this Agreement for six (6) years after the date of final payment or termination of this Agreement, whichever occurs later. City, State and Federal auditors and any other persons duly authorized by the parties shall have full access to and the right to examine any of these materials during said period.

ARTICLE 11. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State, and Local Laws, rules, and regulations 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 parts 84 and 85.

ARTICLE 12. CONFIDENTIALITY

12.1 All information obtained, learned, developed or filed by either party in connection with Participants or services, including data contained in official HRA or CUNY files or

records, shall be held confidential by both parties pursuant to the provisions of the Social Services Law of the State of New York, the Federal Social Security Act, and any applicable regulations promulgated thereunder, and shall not be disclosed by either party to any person, organization, agency, or other entity except as authorized or required by law.

- 12.2 All of the reports, information, or data furnished to or prepared, assembled or used by either party under this Agreement shall be held confidential, and each party agrees that the same shall not be made available to any individual or organization without the prior written approval of the other party, except as directed by a court of law in a proceeding in which the other party has been provided notice of the request for such disclosure.
- 12.3 All Participant information obtained by or from CUNY shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g).

ARTICLE 13. SURVIVAL

The provisions of Articles 7 through 19 of this Agreement shall remain in full force and effect following the termination or cessation of the services required by this Agreement.

ARTICLE 14. SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, 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 15. TERMINATION

- 15.1 The parties shall have the right to terminate this Agreement in whole or in part as follows:
- A. By either party without cause, upon three (3) months' advance written notice; or
 - B. By either party for good cause, upon thirty (30) days' advance written notice, with an opportunity to cure within the said thirty (30) days.
- 15.2 Further, HRA shall have the right to terminate this Agreement in whole or part if Federal or State reimbursement is terminated or not allowed.
- 15.3 HRA shall have the further right, in its sole discretion, upon thirty (30) days' advance written notice, to terminate this Agreement in whole or in part, or to reduce the funding and level of services in the event of a reduction or discontinuance of such funding by action or change of Federal, State, or City government policy, law, or regulation (a

“Governmental Funding Event”), provided that HRA uses its best efforts to immediately inform CUNY from time to time of the possibility of the occurrence of any Governmental Funding Event. In the event HRA provides notice under this paragraph of its reduction of funding for the Agreement or its termination of the Agreement, HRA shall cooperate with CUNY and the RF to reduce or wind-down the Program, as applicable.

- 15.4 If this Agreement is terminated, for whatever reason, HRA shall pay all of CUNY's costs and uncancellable obligations properly incurred up to and including the effective date of such termination.

ARTICLE 16. ASSIGNMENT

Except as provided in Article 7 above, CUNY shall not assign the performance, in whole or in part, of any obligation or duty that results from this Agreement, nor any right, title, or interest accruing under it, nor CUNY's power to execute this Agreement, to any other entity, without obtaining the prior written consent of the Commissioner of HRA or his/her designee (which consent shall be attached to the original Agreement), subject to such conditions and provisions as the Department deems necessary. No such consent by the Department shall be deemed to allow CUNY to incur any obligation in excess of the reimbursement limits stated in this Agreement. Any such assignment, transfer, conveyance, sublease, or other disposition without such consent shall be void.

ARTICLE 17. NOTICE

All notices required by this Agreement shall be delivered by hand or trackable overnight delivery service:

TO THE CITY UNIVERSITY OF NEW YORK

Office of Academic Affairs
The City University of New York
535 East 80th Street
New York, NY 10075
Attn: NYC HRA CUNY MOU - COPE

And, for legal matters:

The Office of General Counsel
The City University of New York
535 East 80th Street
New York, NY 10075
Attn: NYC HRA CUNY MOU - COPE

And, for fiscal matters:

Director of Grants and Contracts

The Research Foundation of The City University of New York
230 West 41st Street
New York, NY 10036
Attn: NYC HRA CUNY MOU - COPE

TO NYC HRA

Mr. Thomas Patrick Harper
Deputy Director, Office of Contract Management
Family Independence Administration
180 Water Street, 20th Floor
New York, NY 10038.
Attn: NYC HRA CUNY MOU - COPE

ARTICLE 18.AMENDMENT

This Agreement may be amended by the parties in writing. It may not be amended orally. Renewals may be effectuated automatically as set forth in the Agreement, provided, however that any changes to the terms of the Agreement in any such renewal must be documented in an instrument signed by both parties.

ARTICLE 19. ENTIRE AGREEMENT

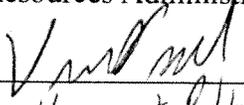
This Agreement contains all the terms and conditions agreed upon by the Parties, and no other Agreement, written or oral, regarding the subject matter of this Agreement shall be deemed to exist, to bind either of the Parties nor to vary any of its terms.

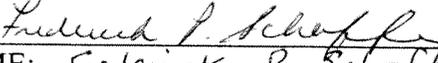
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF NEW YORK
Human Resources Administration

The City University of New York

BY: 
NAME: Vincent P. Kelly
TITLE: Asst.
DATE: 8/14/12

BY: 
NAME: Frederick P. Schaffer
TITLE: SVC & General Counsel
DATE: 7/24/12

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
):SS:
COUNTY OF NEW YORK)

2012 , before me personally came Vincent Pullo, to me known and known to be Acco of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and 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 the
City of New York No. 21
Commission Expires April 1, 2014

STATE OF NEW YORK)
):SS:
COUNTY OF NEW YORK)

2012 , before me personally came Frederick P. Schaffert to me known and known to be General Counsel of The CITY UNIVERSITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Sophia Walsh
NOTARY PUBLIC

SOPHIA WALSH
Notary Public, State of New York
No. 01WA5023913
Qualified in Queens County
Commission Expires March 29, 2014

EXHIBIT 1

COPE COST REIMBURSEMENT BUDGET		
		FY 2013
Personnel		
5400	Director	\$ 250,000
5401	University Supervisor	\$ 11,000
5402	Coordinator#1	\$ 110,000
5407	HRA Liaison	\$ 20,000
5409	Attendance Monitor	\$ 20,000
5412	Counselor	\$ 19,000
5416	Secretary/Clerical	\$ 25,000
5422	Administrative Support	\$ 15,000
5439	Case Manager	\$ 75,000
5800	Release time	\$ 33,000
	Total Salaries	\$ 578,000
	MTA Paroll Tax @ 0.34%	\$ 1,965
	Fringe Benefits @ 38%	\$ 219,640
	Total Personnel	\$ 799,605
OTPS		
6200	Supplies/Matts	\$ 20,000
6900	Travel	\$ 100
7401	Special Events	\$ 6,000
7410	Meetings	\$ -
7820	Student Transportation	\$ 148,600
8800	Other Direct Costs	\$ -
	Total OTPS	\$ 174,700
	TOTAL DIRECT COSTS	\$ 974,305
	INDIRECT COSTS @ 9.25%	\$ 90,123
	TOTAL COSTS	\$ 1,064,428

EXHIBIT 2

COPE Graduation Success Initiative			
	#	Rate	Total
Personnel Services			
Advisement Counselors	2	\$ 50,000	\$100,000
Tutors	6	\$ 5,500	\$33,000
Group Counselors	2	\$ 19,575	\$39,150
University Supervision	3	\$ 50,000	\$50,000
Program Evaluation	2	\$ 15,000	\$15,000
Campus Administration	2	\$ 30,000	\$60,000
Subtotal Personnel			\$297,150
MTA		0.34%	\$1,010
FB @38%		38%	\$85,500
FB @10%		10%	\$7,215
Total Personnel			\$390,875
OTPS			
Supplies			\$15,000
Book vouchers	315	250	\$78,750
Graduation Incentives	63	500	\$31,500
Student Laptops	60	600	\$36,000
Seminars and Special Events			\$18,332
Consultants			\$30,000
Subtotal OTPS			\$209,582
Total Direct Costs			\$600,457
Indirect Costs		9.25%	\$55,542
Total Costs			\$656,000

EXHIBIT 3
CUNY WORKS

FY 13 - Total Allocation of \$200,000
Project Period - July 1, 2012 to June 30,2013

Detail	Central	At Home	Adult Literacy CLIP/CTP	Total
Central Office Coordination	22,087	0	0	22,087
Student Salaries	0	55,433	55,433	110,866
Facilitators (PT)	4,920	960	0	5,880
Sub-Total	27,007	56,393	55,433	138,833
FT Fringe (@ 37%)	8,172	0	0	8,172
MTA tax	92	192	188	472
PT B @ 9.5%	2,566	5,357	5,266	13,189
Total PS	37,837	61,942	60,888	160,666
OTPS:				
Student Support (includes: uniform allowance and metro cards)	0	11,256	11,256	22,511
Meetings/Events	288			288
Supplies	0	0	0	0
Staff travel	21	0	0	21
Misc.	0	0	0	0
OTPS	309	11,256	11,256	22,820
Subtotal	38,146	73,198	72,143	183,486
Indirect @ 9%	3,433	6,588	6,493	16,514
Total	41,579	79,785	78,636	200,000

Assumptions:

Individual students
Hourly Rate
Total weeks

32	32	64
\$10.00	\$10.00	
16-24	16-24	

Approx. hours per wk

12

12
