

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement") this 31 day of July 2012, between the Department of Social Services of the Human Resources Administration ("HRA", "FIA" or "Department") 180 Water Street, New York, N.Y. 10038 and The Department of Housing Preservation & Development ("Contractor" or "HPD") 100 Gold Street, New York, N.Y. 10038.

WITNESSTH

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

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

WHEREAS, HRA believes that the Contractor is qualified to provide the services contained herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article I - Term of Agreement

A. The term of this Agreement shall be from July 1, 2012 through June 30, 2013 with three (3) automatic one year renewals thereafter, unless sooner terminated pursuant to the terms contained herein.

B. Availability of Funds

As the period of performance contemplated by this Agreement involves performance by the Contractor in subsequent City fiscal years, funding for such periods is subject to the appropriation of funds for such subsequent city fiscal years and availability herefor.

Article II - Scope of Services: (HPD)

A. HPD agrees to employ and maintain the capacity to administer a Work Experience Program for 350 public assistance recipients throughout the year. The Contractor will create, 200 Office Services, and 150 Maintenance Services work assignments.

- B. HPD recognizes that a WEP participant should be afforded the same rights as HPD personnel. This means that:
1. The participant should be afforded working conditions within Equal Employment Opportunities Act guidelines and the Occupational Health and Safety Act standards.
 2. Complaints should be thoroughly reviewed.
 3. Workers compensation claims can only be accepted by the New York City Law Department for WEP participants assigned to city agencies, and thus should be filed at the Law Department.
- C. HPD recognizes the importance of referring and placing qualified participants into jobs. Therefore, HPD shall:
1. give WEP participants who apply due consideration for hiring into its own job vacancies;
 2. attempt to achieve a Public Assistance termination to employment goal of 25 percent;
 3. send out follow-up letters to participants to inquire about possible positive termination due to employment.
- D. HPD agrees to employ and maintain a WEP staff that will include but that will not be limited to a Coordinator and a Timekeeper. The Contractor's responsibilities will include but not be limited to the following:
1. Notify Work Experience Management ("WEM") within 30 days of all the names of coordinators, counselors, supervisors, timekeepers and any changes in these personnel.
 2. Identify work experience positions with clearly defined job duties that do not infringe upon the job security of Agency's staff.
 3. Provide all participants with a thorough orientation on the requirements of WEP each new start date by: a) giving each participant an Orientation Manual; b) reviewing the manual with participants page by page; c) providing the telephone number of the Agency Coordinator and a backup; d) giving the participants the name and telephone number of their supervisor and supervisor backup; and e) holding bi-weekly orientations regardless of the number of participants referred.
 4. The Contractor shall train all WEP supervisors regarding program goals and objectives, particularly regarding the prompt completion of evaluations.

5. Provide a well-structured and well-supervised work assignment ensuring that participants are given duties consistent with the goals of the agency, and that they are equipped and adequately supervised to perform their functions.
6. Assign participants to individual worksite supervisors, who will:
 - a. Place participants into well defined work assignments. Provide direct supervision, and arrange work schedules, which are consistent with WEP guidelines.
 - b. Complete a formal evaluation on their participants at the fourth week of assignment and again at the sixth month of assignment;
 - c. Inform participants that the formal evaluation will require:
 - 1) evaluation of progress on work habits, attitudes, and skill development;
 - 2) discussion and evaluation of problems the participants might be experiencing with job performance or employment goals; and
 - 3) signatures of both the worksite supervisor and the participant
 - d. Provide a participant with a job reference when asked and merited;
- E. HPD will meet with WEM personnel on a quarterly basis in order to review program performance under this Agreement. It will cooperate with HRA field representatives who will make announced and unannounced visits to observe the workplace, interview staff and participants, assess the general effectiveness of supervision, inspect program-related files and otherwise ensure compliance with WEP policies and procedures.
- F. HPD will comply with all policies and procedures as promulgated in the Work Experience Program Policy and Procedures Manual, a copy of which the HPD acknowledges receipt. The contractor will also cooperate with representatives of FIA in all matters related to the implementation of the Work Experience Program.
- G. Submission and pick-up of roster packages on a timely basis will be followed without exception:
 1. Rosters and forms must be picked up by messenger after 11A.M the Friday prior to a New Start Week. Properly completed Participant Change of Status Reports and rosters must be returned by the following Wednesday no later than 5. P.M. unless otherwise instructed.
 2. Arrangements must be in place for back-up messenger staff.

- H. HPD shall supervise compliance with record keeping responsibilities, which includes but is not limited to:
1. maintenance of participants personnel files;
 2. use of official WEP Time Sheets if a time clock is not available, or any documents associated with the use of swipe cards;
 3. maintenance of all timekeeping records supporting time posted; and
 4. making all of the above records available to WEM upon request for auditing purposes.

Article III - Scope of Responsibilities: HRA

- A. HRA agrees to render technical assistance in the administration of the Work Experience Program by providing:
- 1 training for appropriate staff persons in program policies and procedures
 2. regular communication of any policy or procedural changes through Bright Ideas and WEM Bulletins; and
 3. other mutually agreed upon assistance.

Article IV - Terms of Payment

- A. HRA agrees to pay, and HPD agrees to accept as full payment for the services to be performed, an amount not to exceed \$80,500.00 pursuant to the attached budget which is incorporated herein as Exhibit I.

Request for payment is to be made quarterly on an official Intra-Agency invoice with supporting documentation. Such documentation must conform to the approved staffing pattern and include name of staff person, job title, duties, annual salary, period of time worked and payment due. Requests should be sent to:

Division of Accounts Payable & Reporting
Office of Financial Management
180 Water Street
New York, New York 10038
Attn: Dean Rainey

- B. The staffing pattern and the budget are part of this Agreement (see Exhibit I). Notification of staff changes and effective date of changes must be made in writing to the HRA as they occur. Any other changes must receive prior approval from HRA.

- C. If the budget has Other Than Personnel Services (OTPS) including furniture and equipment, invoices and supporting documentation in form and content acceptable to HRA should be submitted. A description of all furniture and equipment that has been acquired must be given along with their corresponding cost.
- D. The official Intra-City invoice submitted shall include the following typed language, certifying that the reimbursement sought for PS and OTPS is not funded by any other City, State, or Federal jurisdiction. The invoice should be signed by the Department of Housing Preservation & Development's Fiscal Department.

"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 the department, 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."

- E. The quarterly expenditure report must accompany all invoices (see sample copy, Exhibit II).
- F. Invoices must be submitted quarterly or as otherwise required by HRA.
- G. Since HRA may be unable to obtain State and Federal reimbursement for administrative cost and supplies of operating a WEP program, HRA may require submission of invoices, which omit these costs.

Article V - Ownership of Deliverables

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

Article VI - Publicity

- A. The prior written approval of HRA is required before HPD or any of its employees, servants, agents, or independent contractors, at any time either during or after completion or termination of this Agreement, may make any statement to the press or issue any communication bearing on the work performed or data collected under this Agreement.
- B. HRA shall not publish any materials or work dealing with any aspect of performance under this Agreement, or of the results and accomplishments thereof, without the prior written permission of HRA, which shall not be unreasonably withheld. In the event such permission is granted and HPD publishes a work dealing with any aspect of performance under this Agreement or of the results and accomplishments achieved in such performance, HRA shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use said publication.
- C. This Article shall remain in full force and effect following the termination of this Agreement.

Article VII - Retention of Records

HPD agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement whichever is later. Any City, State, and Federal auditors and any other person duly authorized by HRA shall have full access to and the right to examine any of said materials during said period.

Article VIII - Compliance With Administrative Directives

The Services rendered under this Agreement shall be performed in accordance with the 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 articles 84 and 85.

Article IX - Confidentiality

- A. All client information obtained, learned, developed or filed by HPD concerning recipients of services, including data contained in Official Department files or records shall be held confidential by HPD 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 HPD to any person, organization, agency or to any other entity except as authorized or required by law.
- B. All of the reports, information or data furnished prepared, assembled or used by HPD under this Agreement are to be held confidential and HPD agrees that the same shall not be made available to any individual or the organization without the prior written approval

of HRA, except as directed by a court of law in a proceeding in which HRA has been provided by a court notice of the request for the disclosure.

- C. The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

Article X- Termination

Either HRA or HPD shall have the right to terminate the Agreement in whole or in part:

- A. without cause, by giving thirty (30) days written notice; or
- B. immediately if for cause as determined by HRA exercising its reasonable judgement; or
- C. immediately by HRA if Federal or State reimbursement is terminated or not allowed.

In the event that HRA does terminate this Agreement, HPD shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by HPD on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement. In no event shall the word "obligation" as used herein be construed as including any lease, oral or written agreement entered between HPD and its landlord.

Article XI-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 XII - Assignment

Except as provided herein, HPD 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 HPD'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 HPD 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 XIII – Notice

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

HPD: Ms. Janet Liberman
Special Assistant Support Services
OA/General Services
100 Gold Street, Room 1-A
New York, N.Y. 10038

HRA: Mr. Thomas Patrick Harper
Deputy Director, Office of Contract Management
Family Independence Administration
180 Water Street, 20th Floor
New York, N.Y. 10038

Article XIV - 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 XV – 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.

IN WITNESS WHERE OF, the parties hereto have executed this Cooperative Agreement on the dates appearing opposite their respective signatures.

CITY OF NEW YORK
The Department of Housing
Preservation & Development

BY: Josh Cucchiara

TITLE: AC Administration

DATE: 1/20/2012

CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION
(FIA)

BY: [Signature]

TITLE: Acw

DATE: 7/27/12

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be _____ 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.

NOTARY PUBLIC

STATE OF NY)

:SS:

COUNTY OF NY)

On this 20th day of JULY 2012, before me personally came JOSH CUCCHIARO, to me known, who, being by me duly sworn, did depose and say that (s)he is the ASST. COMMISSIONER of the HOUSING PRES. & DEVELOPMENT, the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his(her) name thereto by like order.



NOTARY PUBLIC

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

