

COOPERATIVE AGREEMENT

BETWEEN

**THE NEW YORK CITY HUMAN RESOURCES
ADMINISTRATION**

AND

**THE NEW YORK CITY
ADMINISTRATION FOR CHILDREN'S SERVICES**

JULY 1, 2012 TO JUNE 30, 2013
With three automatic one (1) year renewals

THIS COOPERATIVE AGREEMENT ("Agreement"), dated as of this 24 day of April, 2013, between the New York City Department of Social Services of the Human Resources Administration ("HRA" or "the Department"), with offices at 180 Water Street, New York, New York 10038, and the New York City Administration for Children's Services with offices at 150 William Street, New York, New York 10038.

WITNESSETH:

WHEREAS, Section 336-c of the New York Social Services Law and the Regulations of the New York 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 ("PA") recipients within the district who have been unable to secure employment in the regular economy; and

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

WHEREAS, ACS is willing and able to perform the required services for HRA under the terms and conditions set forth herein;

NOW, THEREFORE, HRA and ACS do hereby agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- 1) The term of performance of this Agreement shall be for one (1) year from July 1, 2012, through June 30, 2013, unless sooner terminated pursuant to the terms contained herein.
- 2) This Agreement shall be automatically renewed for three additional one (1) year periods, subject to annual appropriations and the availability of funding.

ARTICLE 2. ACS SCOPE OF SERVICES

- 1) ACS agrees to employ and maintain the capacity to administer a Work Experience Program ("WEP") for public assistance recipients throughout the year. ACS agrees to provide 75 Office Services work assignments during the term of this Agreement. A lack of sufficient referrals from HRA shall not diminish ACS's obligation to maintain the capacity to administer a WEP Program.
- 2) If ACS does not consider a particular WEP referral appropriate, ACS shall document the reason in the form and manner determined by HRA.
- 3) ACS shall afford WEP participants the same rights as ACS personnel with regard to providing working conditions within Equal Employment Opportunities Act guidelines and Occupational Health and Safety Act standards; conducting a thorough review of all complaints; and the filing of workers' compensation claims. All such claims must be filed directly with the Law Department.
- 4) ACS recognizes the importance of referring and placing qualified participants into jobs. Therefore, ACS shall:

- i) Give WEP participants who apply due consideration for hiring into any ACS job vacancies;
 - ii) Use its best efforts to achieve a WEP to private employment termination goal of 25%; and
 - iii) Send follow-up letters inquiring whether WEP participants formerly placed with ACS have been terminated from PA due to employment.
 - iv) Assist Field Service Representatives during announced and unannounced site visits. When visiting the NYC Administration for Children's Services home office/main location site at 150 William Street, the WEM Field Representative will report to Personnel Services reception desk on the 16th floor to announce his/her arrival by signing in the specified log book.
- 5) ACS shall employ and maintain a WEP staff that shall include but not be limited to a Coordinator and a Timekeeper. ACS's responsibilities under this subsection shall include but not be limited to the following:
- i) Notifying Work Experience Management ("WEM"), a division of HRA's Family Independence Administration ("FIA") at 109 East 16th Street, New York, New York 10003, within 30 days of the names of all coordinators, counselors, supervisors, and timekeepers and any changes in these personnel;
 - ii) Identifying work experience positions with clearly-defined job duties that do not infringe upon the job security of ACS staff;
 - iii) Providing orientation sessions for WEP participants at least bi-weekly, regardless of the number of new participants referred, which thoroughly orient participants to the requirements of the WEP Program, by: (a) giving each participant an orientation manual; (b) reviewing the manual with the participant page-by-page; (c) providing each participant with the telephone number of the ACS Coordinator and a backup telephone number; and (d) giving each participant the name and telephone number of his/her supervisor and a backup supervisor.
 - iv) Training all WEP supervisors regarding the goals and objectives of the Program, particularly regarding the prompt completion of evaluations;
 - v) Providing well-structured work assignments in which participants are given job duties consistent with the goals of ACS, and are both adequately equipped to perform their functions and adequately supervised by ACS; and
 - vi) Assigning participants to individual worksite supervisors, who shall:
 - (a) Place each participant in a clearly-defined work assignment, provide direct supervision, including training, and arrange a work schedule that is consistent with WEP guidelines; and
 - (b) Notify each participant of the job evaluation requirements set forth below, and

formally evaluate each participant's job performance pursuant to these requirements. Each such evaluation shall be provided at the sixth week of assignment and every six weeks thereafter and shall include:

1. An assessment of the participant's progress in learning job skills and developing positive work habits and attitudes;
2. The description and assessment of any problems the participant may be experiencing with job performance or employment goals; and
3. The signatures of both the worksite supervisor and the participant.

(c) Provide a participant with a job reference when asked and merited.

- 6) ACS shall meet with WEM personnel on a quarterly basis to review program performance under this Agreement. ACS shall cooperate with the WEM field representatives who will make both 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.
- 7) ACS shall comply with all of the policies and procedures set forth in the *Work Experience Program Manual*, a copy of which ACS acknowledges having received. Further, ACS shall cooperate with representatives of HRA's FIA in all matters related to the implementation of the WEP Program.
- 8) Without exception, ACS shall timely submit and pick up roster packages.
 - i) ACS shall pick up rosters and forms by messenger no later than the Friday before a new start week, after 11:00 a.m. ACS shall return properly completed Participant Change of Status Reports and rosters by the following Wednesday no later than 5:00 P.M., unless HRA instructs otherwise; and
 - ii) ACS shall arrange for back-up messenger service.
- 9) ACS shall supervise compliance with its record-keeping responsibilities pursuant to this Agreement, which shall include, but are not limited to, the following:
 - i) Maintaining a personnel file for each participant;
 - ii) Maintaining automated time and attendance records for each participant, or if a time clock is not available, official WEP Time Sheets;
 - iii) Maintaining all timekeeping records which support times posted; and
 - iv) Making all of the above records available to WEM upon request for auditing purposes.

ARTICLE 3. SCOPE OF HRA'S RESPONSIBILITIES

HRA agrees to provide information and support to ACS in performing its duties under this

Agreement, including: (a) technical assistance in administering the WEP Program by training appropriate ACS staff in program policies and procedures; (b) regularly communicating any policy or procedural changes through *WEM Bulletins*; and (c) providing other mutually agreed upon assistance.

ARTICLE 4. OWNERSHIP OF DELIVERABLES

- 1) All deliverables under this Cooperative Agreement shall be the sole property of HRA. ACS shall not allow the same to be used except for the purposes of this Agreement without the express written permission of HRA.
- 2) ACS shall mark or identify all furnishings, goods, equipment, supplies, and any other property it may acquire wholly or in part with funds provided under this Agreement ("City-owned property") as "HRA/City-owned property". While in ACS'S custody, possession, or control, any such property shall be maintained in first-class condition, and ACS shall bear all risk of loss or damage with respect thereto, normal wear-and-tear excepted. ACS shall not dispose of HRA/City-owned property without the prior written approval of HRA.
- 3) ACS shall maintain an up-to-date inventory of furniture and equipment and provide HRA with a copy of the inventory both upon request and when it submits the last invoice under this Agreement.

ARTICLE 5. PUBLICITY

- 1) ACS shall get prior written approval from HRA before ACS or any of its employees, servants, agents, or independent contractors may make any statement to the press or issue any communication bearing on the work performed or data collected under this Agreement. Prior written approval shall be required for such statements made at any time during or after the completion or termination of this Agreement.
- 2) If ACS publishes a work dealing with any aspect of performance under this Agreement or 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 in writing to use the publication.

ARTICLE 6. RETENTION OF RECORDS

ACS shall retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever 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 the said materials during the said period.

ARTICLE 7. COMPLIANCE WITH LAW

All 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 when 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. CONFIDENTIALITY

- 1) All client information ACS obtains, learns of, develops or files concerning recipients of services, including data contained in official HRA files or records, shall be held confidential pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1306 (1988) and any applicable regulations promulgated there under. ACS shall not disclose confidential information to any person, organization, agency, or other entity, except as authorized or required by law.
- 2) All of the reports, information, or data furnished, prepared, assembled, or used by ACS under this Agreement shall be held confidential and used only for their intended purpose. ACS agrees that the same shall not be made available to any individual or 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 with notice of the request for the disclosure.
- 3) All provisions of this Article shall remain in full force and effect following the termination or cessation of the services required by this Agreement.

ARTICLE 9. TERMINATION

- 1) The parties shall have the right to terminate this Agreement in whole or in part:
 - i) Without Cause: This Agreement may be terminated by either ACS or HRA upon thirty (30) days' advance written notice;
 - ii) For Cause: HRA shall have the right to terminate this Agreement, in whole or in part, immediately, if:
 - (i) HRA, in the exercise of its reasonable judgment, determines cause; or
 - (ii) Federal or State reimbursement is terminated or not allowed.
- 2) In the event that HRA terminates this Agreement, ACS shall not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by ACS on account of this Agreement prior to receipt of the 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 to include any oral or written lease agreement into which ACS may enter with any landlord.

ARTICLE 10. ORGANIZATIONAL SUPERVISION

In accordance with the New York State Fiscal Reference Manual, the Commissioner of HRA will have any organizational supervision of any staff working under the terms of this Agreement. S/he may have input into the assignment, retention, and reassignment of any staff working under the terms of this Agreement, but ultimate authority under these staff shall remain with the respective appointing office.

ARTICLE 12. WEP REQUIREMENTS

- 1) ACS and HRA acknowledge that, pursuant to Section 336-c of the Social Services Law of the

State of New York, a Public Assistance recipient shall be assigned to participate in a WEP Program only if:

- i) Appropriate Federal and State standards of health, safety, and other work conditions are maintained;
 - ii) The number of hours a participant is required to work in WEP activities does not exceed the amount of Public Assistance payable to that individual (including Food Stamps received), divided by the higher of the federal minimum wage (as limited by Social Services Law Section 336(4) or the state minimum wage);
 - iii) Recipients are provided with appropriate workers' compensation or equivalent protection for on-the-job injuries and tort claims protection on the same basis, but not necessarily at the same benefit level as provided to other persons in the same or similar positions; and
 - iv) The project to which the participant is assigned serves a useful public purpose in fields such as health, social services, environmental protection, education, urban and rural development, welfare, recreation, operation of public facilities, public safety, and childcare.
- 2) Any such WEP assignment shall not result in:
- i) Displacement or partial displacement of any currently employed worker, loss of position (including reduction in non-overtime work hours, wages, or employee benefits) or impairment of existing contracts for services or collective bargaining agreements;
 - ii) Employment or assignment of a participant or the filling of a position when any other person is on layoff from the same or an equivalent position or the employer has terminated any regular employee or otherwise reduced its workforce with the effect of filling the vacancy so created with a WEP participant;
 - iii) Any infringement of the promotional opportunities of any currently employed person;
 - iv) The performance by WEP participants of all or a substantial portion of the work ordinarily and actually performed by regular employees; or
 - v) Loss of a bargaining unit position as a result of a WEP participant performing any portion of the work normally done by the employee in such position.
- 3) WEP assignments shall not be at any work site at which the regular employees are on a legal strike against the employer or are being subjected to a lockout by the employer.
- 4) The public employer shall publish a monthly report summarizing the employer's WEP Program activity for the month. Such monthly report shall include, at a minimum, summary information regarding the agencies or departments where participants are assigned, work locations, job duties and assignments, hours worked, and period worked. Such reports shall be provided to the certified collective bargaining representative and may not be disclosed to any other party. Such certified collective bargaining representative shall take reasonable steps to protect the confidentiality of such information and prevent its disclosure to non-authorized persons. Every

report provided pursuant to this section shall contain a warning against re-disclosure and asserting the confidentiality of the information contained therein.

ARTICLE 13. NOTICES

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

ACS: Sabrina D. Miller
Personnel Coordinator
NYC Administration for Children's Services
Office of Personnel Services
150 William Street, 16th fl.
NYC 10038

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

ARTICLE 14. COMPLIANCE WITH LOCAL LAW 40 of 2011

Pursuant to Local Law 40 of 2011, the agencies understand that this COOPERATIVE AGREEMENT may be posted on NYC.gov within 30 days of execution.

ARTICLE 15. MODIFICATION

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 16. ENTIRE AGREEMENT

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

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

CITY OF NEW YORK
ADMINISTRATION FOR
CHILDREN'S SERVICES

BY: Faustin Haynes
TITLE: EXEC DIR + CHIEF STAFF
DATE: 4/11/2013

CITY OF NEW YORK

HUMAN RESOURCES ADMINISTRATION:

BY: [Signature]
TITLE: [Signature]
DATE: 4/24/13

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 24 day of April 2013, 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 he acknowledged to me that he executed the same for the purpose therein mentioned.

Sharon C. James Seance
NOTARY PUBLIC

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

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 11 day of April 2013 before me personally came FAUSTINA HAYNES to me known and known to be Employee of the ADMINISTRATION FOR CHILDREN'S SERVICES OF THE CITY 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.

Bhanmattie Seemangal
NOTARY PUBLIC

BHANMATTIE SEEMANGAL
Notary Public, State of New York
No. 01SE5057745
Qualified in Queens County
Commission Expires March 25, 2014

Faustina Haynes
4/11/2013