

THIS AGREEMENT ("Agreement"), is dated as of December 13 2013, and is between the City of New York ("the City"), acting through the Department of Social Services of the Human Resources Administration ("Department" or "HRA") with offices at 180 Water Street, New York, New York 10038 and The Department of Education of the City of New York ("DOE" or "Contractor"), with offices at 65 Court Street, Brooklyn, New York 11201.

WITNESSETH:

WHEREAS, Section 336 of the New York State Social Services Law and the Regulations of the State Department of Social Services require social services officials to establish and develop a sufficient number of public work projects for unemployed employable Cash Assistance recipients within the district who have been unable to secure regular employment; and

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

WHEREAS, HRA believes that DOE is qualified to provide the required services; and

WHEREAS, DOE is ready, able and willing to administer the WEP project and to perform the services required hereunder;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- A. The term of this Agreement shall be for a period of one year, from July 1, 2013 through June 30, 2014.
- B. This Agreement shall be automatically renewed, as of July 1, 2014, for three (3) additional one-year periods, unless sooner terminated as provided herein, subject to the annual appropriation and availability of funding.

ARTICLE 2. SCOPE OF SERVICES

- A. DOE agrees to:
 - 1. Provide office services work assignments and administer a Work Experience Program ("WEP" or "the Program") providing a minimum of two hundred and fifty (250) work experience assignments throughout the year for recipients of Cash Assistance, including those recipients classified by HRA as having physical limitations or limited English. HRA reserves the right, in the event DOE is unable to meet the required number of slots,

to modify the budget for this Agreement to reflect the actual number of slots.

2. Screen participants referred by HRA. Such screening shall include fingerprinting by the New York State Department of Criminal Justice (DCJS) and/or the Federal Bureau of Investigation (FBI) as well as a background investigation. Participants shall not be deployed in facilities until full clearance has been granted;
3. Develop a community school district-based program whereby some participants will be placed in schools in the five (5) boroughs of the City of New York for clerical and other related training and skills development;
4. Comply with all policies and procedures as promulgated in the Work Experience Program Manual (December 2012 or as revised), a copy of which shall be made available to DOE upon execution of this Agreement;
5. Cooperate with representatives of Department's Family Independence Administration ("FIA") in all matters related to the implementation of this Agreement.

B. Program Personnel, Training and Placement/Employment. DOE agrees to:

1. Employ and maintain a WEP administrative staff that will include but not be limited to the personnel, specified in the program Budget annexed hereto as Exhibit I, to implement and administer the WEP project;
2. Notify, in writing, the Work Experience Management ("WEM") division of FIA at 109 East 16th Street New York, NY 10003, within thirty (30) days of the award of this contract, of the names of all WEP administrative staff hired to perform services under this Agreement. Any change(s) in WEP administrative staff shall be reported to the Department within thirty (30) days of such change(s);
3. Provide a thorough orientation on the requirements of WEP for participants on each program start date. Each participant shall be given an orientation manual. Contractor personnel shall review such manual with the participants. At the orientation, DOE shall provide, to the participants, the telephone number(s) of the DOE Coordinator, in charge of the program. Each participant will also be given the name and telephone number of their supervisor and supervisor backup. In addition to the program start date orientation, DOE shall provide bi-weekly orientations regardless of the number of participants referred;
4. Train all WEP supervisors regarding program goals and objectives, particularly regarding the prompt completion of evaluations;
5. Provide well-structured and well-supervised work assignments ensuring

that participants are given duties consistent with the goals of the agency, and that participants are equipped and adequately supervised to perform their functions;

- C. When assigning participants to individual worksite supervisors, DOE shall:
1. 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
 2. 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:
 - a. An assessment of the participant's progress in learning job skills and developing positive work habits and attitudes;
 - b. The description and assessment of any problems the participant may be experiencing with job performance or employment goals;
 - c. The signatures of both the worksite supervisor and the participant; and
 - d. Provide a participant with employment verification when asked.
- D. Implement programs designed to equip participants with the skills required to obtain regular employment with DOE or in the private sector. Such programs may include, but shall not be limited to:
1. The School Food Services Program, where participants complete a training program and are hired into DOE's Food Service Program;
 2. The Substitute United Federation of Teachers paraprofessionals program, where participants work, when needed, as substitute paraprofessionals in special education assignments until they have achieved enough substitute seniority to be appointed as regular paraprofessionals;
 3. School aide assignments in schools throughout the City. It is intended that when participants are assigned to schools and school-based personnel become aware of their abilities and positive work habits, they may be hired when school aide vacancies occur within the school/district;
 4. Continuation of clerical training in DOE's headquarters assignments, which may result in employment when vacancies occur at Contractor's headquarters offices;

- E. Use best efforts to achieve an employment termination goal of twenty-five percent (25%) from WEP to independent employment, including rollovers from DOE WEP participant to DOE employee.
- F. Rights of Participants: DOE recognizes that a WEP participant should be afforded the following rights:
 - 1. The participant shall be afforded working conditions within Equal Employment Opportunities ("EEO") Act guidelines and the Occupational Safety and Health Act ("OSHA") standards;
 - 2. Complaints shall be thoroughly reviewed; and
 - 3. Workers compensation claims can only be accepted by the New York City Law Department for WEP participants assigned to City agencies, and thus shall be filed at the Law Department.
- G. Program Monitoring: DOE shall meet with WEM personnel on a quarterly basis to review program performance under this Agreement and shall cooperate with the Department's 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.
- H. Pick-up and Delivery of Rosters/Forms: The pick-up and delivery, by DOE, of all forms and rosters required to implement this Agreement shall, unless otherwise directed by duly authorized representative(s) of the Department, be made as follows:
 - 1. Pick-ups shall be made, on alternate Fridays after 11.00 A.M., from the WEM Distribution Unit, 109 E. 16th Street, 7th Floor, New York, NY
 - 2. Delivery of properly completed Participant Change of Status Reports and rosters shall be made, on alternate Wednesdays no later than 5.00 P.M., to the WEM Distribution Unit, 109 E. 16th Street, 7th Floor, New York, New York.
- I. Record-keeping Requirements: DOE shall comply with record-keeping requirements, which include but will not be limited to the following:
 - 1. Maintenance of participants' personnel files;
 - 2. Use of official WEP Time Sheets or any documents associated with the use of swipe cards if a time clock is not available;
 - 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 3. HRA RESPONSIBILITIES

HRA/FIA agrees to render technical assistance in the administration of the WEP Program by:(a) training appropriate staff in program policies and procedures; (b) regularly communicating any policy or procedural change through WEM Bulletins; and (c) providing other mutually-agreed-upon assistance.

ARTICLE 4. TERMS OF PAYMENT

- A. The Department shall pay to DOE and DOE shall accept, as full payment for the services to be performed hereunder, an amount not to exceed \$81,250, pursuant to the budget that is attached hereto and incorporated herein as **Exhibit 1**.
- B. Requests for payment shall be made quarterly on an official Intra-City invoice ("Invoice") with such supporting documentation as HRA may require. If required by HRA, all such documentation shall conform to the approved staffing pattern and include the name of the staff person, job title, duties, annual salary, period of time worked and payment due.
- C. All Invoices shall be sent to:

Human Resources Administration
Division of Accounts Payable and Reporting
Office of Financial Management
180 Water Street - 8th Floor
New York, NY 10038
Attn: Madlyn Korman

- D. As to any staffing pattern set forth in the annexed **Exhibit 1** and made a part of this Agreement, notification of staff changes and the effective date of such changes shall be made in writing to FIA as they occur. Any other changes to the budget shall be made only with HRA's prior approval.
- E. If the annexed budget has Other Than Personnel Services ("OTPS"), including furniture and equipment, DOE shall submit invoices and supporting documentation therefore in a form and content acceptable to FIA describing and stating the cost of all furniture and equipment so acquired.
- F. All Invoices submitted shall be signed by the Chief Fiscal Officer of DOE or designee, and shall include the following typed language certifying that the

reimbursement sought for Personnel Services ("PS") and Other than Personnel Services ("OTPS") is not funded by any other City, State, or Federal jurisdiction:

"I hereby certify that this Invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that 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 the Program described on this Invoice."

- G. A Quarterly Expenditure Report shall accompany all Invoices.
- H. Invoices shall be submitted quarterly by no later than the following dates: October 17th, January 16th, April 17th, and July 16th.
- I. Since HRA may be unable to obtain State and Federal reimbursement for the costs of administration or of supplies purchased on behalf of the WEP Program, HRA may require the submission of Invoices omitting these costs.
- J. HRA reserves the right to review and verify all data or documents submitted in support of Invoices, and may, in its sole discretion, disallow or adjust payment, as it deems necessary based on DOE's performance and its compliance with the terms of the Agreement;
- K. In the event HRA submits claims for reimbursement on behalf of DOE, which are adjusted or disallowed, HRA shall so advise DOE in writing, stating the reason(s) therefore. DOE may apply, with supporting documentation, for reconsideration of any such claim within thirty (30) days of such notice, which application HRA, in its sole discretion, may review and determine.
- L. HRA reserves the right, in the event DOE is unable to meet the minimum number of WEP placements required herein due to a lack of referrals from HRA, to modify the budget annexed as **Exhibit 1** accordingly to reflect the number of WEP Participants actually placed by DOE.

ARTICLE 5. OWNERSHIP OF DELIVERABLES

- A. All furnishings, goods, equipment, supplies, and other property acquired wholly or in part with funds provided by the City through this Agreement ("City-owned property") shall be clearly marked or identified by DOE as HRA/City-owned property. While in DOE's custody, possession, or control, any such property shall be maintained in first-class condition and DOE shall bear all risk of loss and damage with respect thereto, normal wear-and-tear excepted. All deliverables under this Agreement shall be the sole property of HRA, and DOE shall not allow the same to be used except for the purposes of this Agreement without the written permission of HRA.

- B. DOE shall maintain an up-to-date inventory of furniture and equipment and submit an inventory when requested, and as part of the last invoice submission.

ARTICLE 6. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with all 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 84 and 85.

ARTICLE 7. CONFIDENTIALITY

- A. All client information obtained, learned, developed, or filed by DOE concerning Participants or their families, including data contained in official HRA files or records, shall be held confidential by DOE pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1306 (1988) and any applicable regulations promulgated there under, and shall not be disclosed by DOE to any person, organization, agency, or other entity except as authorized or required by law.
- B. All of the reports, information, or data furnished, prepared, assembled, or used by DOE under this Agreement are to be held confidential, and DOE 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 directed by a court to make the disclosure.
- C. 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 8. ADMINISTRATIVE REQUIREMENTS

In accordance with the New York State Fiscal Reference Manual:

- A. The Commissioner of HRA will have organizational supervision of any staff working under the terms of this Agreement. Further the Commissioner of HRA may have input into the assignment, retention, and reassignment of any staff working under the terms of this Agreement; however the ultimate authority for such staff shall remain with the appointing office.
- B. Retention of Records: All records pertaining to this Agreement shall be available for a period of six (6) years and shall be made available for audit by the New York State Department of Social Services (NYSDSS), New York State Audit and Control, and the United State Department of Health and Human Services (DHHS)

- C. Confidentiality: All information pertaining to this Agreement exchanged between HRA and DOE shall be considered confidential and shall be used only for the intended purposes, with measures to be taken to safeguard the confidentiality of such information to the extent required by applicable State and Federal laws and regulations.

ARTICLE 9. WEP REQUIREMENTS

DOE and HRA mutually understand that, pursuant to Section 336-c of the Social Services Law of the State of New York, Cash Assistance recipients may be assigned to participate in a WEP Program only if:

- A. Appropriate federal and state standards of health, safety and other work conditions are maintained;
- B. The number of hours a Participant is required to work in WEP activities shall not exceed the amount of Cash Assistance payable to the Participant (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;
- C. Participants shall be 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 they are provided to Agency personnel in the same or similar positions;
- D. The projects to which Participants are assigned shall serve 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 child care.
- E. No WEP assignment may result in:
 - 1. 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;
 - 2. The employment, assignment or filling of a position with a Participant 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 Participant;
 - 3. Any infringement upon the promotional opportunities of any currently employed person;
 - 4. The performance by WEP Participants of all or a substantial portion of the work ordinarily and actually performed by regular employees; or

5. 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.
 6. WEP assignments shall not be made at any work site at which the regular employees are on a legal strike against, or are being subjected to a lockout by, the employer.
- F. Monthly Reports: DOE shall publish a monthly report summarizing its 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 shall 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 redisclosure and asserting the confidentiality of the information contained therein.

ARTICLE 10. NOTICES AND COMMUNICATIONS

All notices and communications to the parties under this Cooperative Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender.

All notices and correspondence to HRA shall be delivered to the following addressee and address:

Mr. Thomas Patrick Harper
Deputy Director, FIA Office of Contract Services
NYC Human Resources Administration
180 Water Street, 20th Floor
New York New York 10038.

All notices and correspondence to DOE shall be delivered to the following addressee and address:

Ms. Barbara Barkan
Director of WEP
NYC Department of Education
65 Court Street
Brooklyn, NY 11201

ARTICLE 11. TERMINATION

- A. HRA or DOE shall have the right to terminate this Agreement wholly or in part:
 - 1. Without cause, by either party upon thirty (30) days' prior written notice of termination; or
 - 2. For cause, by HRA as determines in the exercise of its reasonable judgment, immediately.
- B. HRA shall have the right to terminate this Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.
- C. In the event HRA terminates this Agreement, DOE shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. HRA shall pay, in accordance with the terms herein, any obligation DOE necessarily incurs on account of the Agreement before receiving notice of termination that falls due after the termination date. In no event shall the word "obligation" as used herein be construed to include any lease agreement, oral or written, DOE may enter with any landlord.

ARTICLE 12. PUBLICITY

- A. The prior written approval of HRA is required before DOE or any of its employees, servants, agents, or independent contractors, at any time, either during or after completion or termination of this Agreement, makes any statement to the press or issues any communication bearing on the work performed or data collected under this Agreement.
- B. If DOE publishes a work dealing with any aspect of performance under this Agreement, or if the results and accomplishments attained 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 the publication.

ARTICLE 13. MODIFICATION

This Agreement may be modified by the parties in writing in a manner not materially affecting its substance. It may not be altered or modified orally.

ARTICLE 14. ENTIRE AGREEMENT

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

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

THE CITY OF NEW YORK
NEW YORK CITY DEPARTMENT OF EDUCATION

BY: 
TITLE: CEO D.Aat
DATE: 12/9/13

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

BY: 
TITLE: Asst
DATE: 12/13/13

RECEIVED
COUNTY CLERK
NEW YORK COUNTY CLERK
100 NASSAU ST
NEW YORK, NY 10038

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 13 day of Dec 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 - Leonce
NOTARY PUBLIC

SHARON C. JAMES
Commissioner of Deeds
City of New York No. 2-13028
Commission Expires April 1, 2014

STATE OF NEW YORK

:SS:

COUNTY OF Kings

On this 9th day of December 2013 before me personally came Laura Beck, to me known and known to be CEO, Div of Hum Res NEW YORK CITY DEPARTMENT OF EDUCATION, 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.

Genevieve M. Aloia
NOTARY PUBLIC

GENEVIEVE M ALOIA
Notary Public State of New York
Kings County
Lic. #01AL4814401
Comm. Exp. March 5, 2014

EXHIBIT I
BUDGET

NYC Department of Education
Division of Human Resources
WEP-FY 14 Budget

Name	Title	Salary	Fringes	Total
Barbara Barkan	Assoc Ed Analyst	40,656	16,844	57,500
Tracy Carrington	Clerical Associate		-	-
Total PS Budget		40,656	16,844	57,500
Health 062	22.17%	9,013		
FICA 065	7.62%	3,098		
UIB 066	0.50%	203		
Welfare 067	2.87%	1,167		
Workmens Comp 085	0.95%	386		
Pension 072	7.32%	2,976		
Total Fringes	41.43%	16,844		
Total PS		57,500		
OTPS				
Fingerprinting Fees	250	@	95	23,750
Total Budget				81,250