

**THIS COOPERATIVE AGREEMENT** (“Agreement”), dated as of this 27 day of November 2015 between the City of New York, acting through the Department of Social Services / Human Resources Administration (“HRA” or the “Agency”), located at 150 Greenwich Street, New York, New York 10007; and the City of New York, acting through the Department of Homeless Services (“DHS”), located at 33 Beaver Street, New York, NY 10004 (collectively “the Parties”).

**WHEREAS**, DHS contracts with five Community Based Organizations (“CBOs”) to provide community-based homelessness prevention services (“Homebase services”) to households at imminent risk of homelessness and likely to seek shelter services, and assist them to remain stably housed or transition them back to their community without experiencing homelessness; and

**WHEREAS**, the Homebase services provided by the CBOs and their subcontractors coincide with their work as City Family Eviction Prevention Supplement (“CITYFEPS”) providers, in that the CBOs and subcontractors assist families at-risk of homelessness and/or homeless with housing applications, housing location and housing placements; and

**WHEREAS**, HRA wishes to reduce the shelter census by compensating CBOs and their subcontractors for providing additional CITYFEPS housing placement services as part of their Homebase services; and

**WHEREAS**, the Parties wish to work together to provide the additional compensation to CBOs and their subcontractors for additional CITYFEPS housing placements and coordinate their respective roles through this Agreement; and

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1. TERM OF PERFORMANCE**

The term of this Cooperative Agreement will be from July 1, 2015 through June 30, 2016, unless sooner terminated as provided herein and subject to the availability of funds (the “Term”).

**ARTICLE 2. DHS and HRA RESPONSIBILITIES**

A. DHS shall:

1. Distribute a total of \$2,500,000 to five (5) CBOs for one-thousand (1,000) CITYFEPS housing placements. The funds shall be distributed as follows:
  - a. CAMBA: \$687,190 for 275 housing placements
  - b. Catholic Charities Community Services (HB II):
    - i. \$487,127 for 195 housing placements
    - ii. \$315,938 to compensate NAICA for 126 housing placement
  - c. Bronxworks: \$686,671 for 275 housing placements

- d. Catholic Charities Neighborhood Services (HB I): \$212,825 to compensate Queens Community House for 85 housing placements
  - e. Catholic Charities Neighborhood Services (HB II): \$110,249 to compensate Partnership for the Homeless for 44 housing placements
- B. DHS shall ensure that CBOs with Homebase subcontracts distribute the additional funding to their subcontractors for CITYFEPS housing placements. All subcontracts shall be subject to review and approval by DHS and HRA.
- C. HRA and DHS shall review quarterly reports submitted by CBOs and their subcontractors to evaluate housing placement performance.

**ARTICLE 3. TERMS OF PAYMENT**

- A. HRA agrees to pay, subject to funding, and the DHS agrees to accept an amount not-to-exceed \$2,500,000 for all goods and services performed pursuant to this Agreement. The amount not-to-exceed under this Agreement shall under no circumstances exceed a total of \$2,500,000 for the one-year term, subject to the availability of funding.
- B. Payment shall be made on the basis of approved invoices submitted on a quarterly basis in a manner and format satisfactory to HRA.
- C. All such Invoices shall be signed by the chief fiscal officer of DHS 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 herein has been previously certified and that the amount is solely for the operation of said program described on this invoice.”*
- D. The final invoice for each fiscal year must be received by HRA no later than July 15<sup>th</sup> of that fiscal year.
- E. Invoices for payment shall be accompanied by supporting documentation satisfactory to HRA and submitted to:

NYC Human Resources Administration  
Homelessness Prevention Administration (HPA)  
150 Greenwich Street, 36th Floor  
New York, NY 10007  
Attn: Sara Zuiderveen

- F. Upon approval, the invoice shall be forwarded by HPA for payment to:

NYC Human Resources Administration  
Finance Office- Bureau of Accounts Payable  
150 Greenwich Street, 34<sup>th</sup> Floor  
New York, NY 10007  
Attn: Madlyn Korman- Director

**ARTICLE 5. NOTICES AND COMMUNICATION**

All notices and communication to the parties under this Cooperative Agreement shall be delivered by hand or sent by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery services that provides a receipt to the sender, and sent to the parties at the following addresses:

Human Resources Administration  
Office of Homelessness Prevention  
150 Greenwich Street, 36<sup>th</sup> Floor  
New York, NY 10007  
Attn: Sara Zuiderveen – Deputy Commissioner

Department of Homeless Services  
33 Beaver Street, 20<sup>th</sup> Floor  
New York, NY 10004  
Attn: Che' Clarke – Director of Contracts & QA

**ARTICLE 6. RETENTION OF RECORDS**

The Parties agree to retain copies of all their respective records related to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Federal, State and City auditors, and any other persons duly authorized by DHS or HRA, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.

**ARTICLE 7. COMPLIANCE WITH LAW**

- A. 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, 45 CFR 84, and 45 CFR 85.
- B. Pursuant to Local Law 40 of 2011, the Parties understand that this Cooperative Agreement may be posted on NYC.gov within thirty (“30”) days of execution.

**ARTICLE 8. CONFIDENTIALITY**

- A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA and DHS files or records, shall be held confidential pursuant to the provisions of all applicable federal, state, and local laws and codes, and shall not be disclosed to any persons, organization, agency, or other entity except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- B. All of the reports, information or data furnished to, or prepared, assembled, or used under this Agreement are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval by HRA and/or DHS as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- C. Any disclosure of HIV-related information shall have the following written statement accompany it:

*“This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”*

#### **ARTICLE 9. SUPERVISION**

In Compliance with the New York State Office of Temporary and Disability Assistance’s (“OTDA”) Fiscal Reference Manual (“FRM”), Volume 3, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

#### **ARTICLE 11. TERMINATION**

Each Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to the other Party, or immediately for cause.

#### **ARTICLE 12. MODIFICATION**

This Agreement may be modified upon mutual agreement between the parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

#### **ARTICLE 13. ENTIRE AGREEMENT**

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

**[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.

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

BY 

TITLE ACCO

DATE 11/27/15

THE CITY OF NEW YORK  
DEPARTMENT OF HOMELESS SERVICES

BY 

TITLE Commissioner

DATE 10/14/15



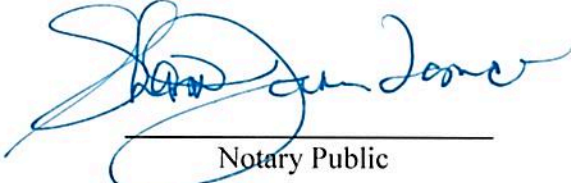
STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On this 27 day of Nov <sup>15</sup> 2014, before me personally came Vincent Bruno  
to me known and known to me to be Decco 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 she/he acknowledged to me that she/he executed the  
same for the purpose therein mentioned.

SHARON JAMES-LEONCE  
Commissioner of Deeds  
City of New York No. 2-13026  
Certificate Filed in New York County  
Commission Expires May 01, 2014


  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On this 14<sup>th</sup> day of October <sup>15</sup> 2014, before me personally came Gilbert Taylor  
to me known and known to me to be Commissioner of  
the DEPARTMENT OF HOMELESS SERVICES, the person described in and who  
executed the foregoing instrument, and she/he acknowledged to me that she/he  
executed the same for the purpose therein mentioned.

  
\_\_\_\_\_  
NORSON PIERRE LOUIS  
Notary Public, State of New York  
Registration #01P16322026  
Qualified in Queens County  
Commission Expires March 30, 2019  
Notary Public