MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION AND THE NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

In an effort to set forth the responsibilities of each Agency under the City's Business Link program, this MEMORANDUM OF UNDERSTANDING ("MOU") dated as of _____, 20____, is agreed upon by the New York City Human Resources Administration ("HRA"), with offices at 180 Water Street, New York, New York 10038 and the New York City Department of Small Business Services ("SBS"), with offices at 110 William Street, New York, New York 10038 (each a "Party" and collectively the "Parties"). This MOU contains the complete understanding of the Parties' agreement to partner in connecting Public Assistance Recipients ("PA Recipients") with employment opportunities with private-sector Client/Human Service providers ("Contractors") that contract with SBS.

1. The effective date of this Agreement will be October 1, 2015.

2. <u>SBS Duties</u>

   A. SBS will insert the language contained in the Public Assistance Hiring Commitment Rider (attached as **Exhibit 1**) in all Client/Human Service contracts (as defined by the New York City Procurement Policy Board Rules) that are solicited after the effective date of this Agreement, including published Notices of intent to Enter into Negotiations. This provision does not apply to discretionary contracts and contracts valued less than $250,000 ("Contract(s)").

   B. SBS will work with HRA to promote awareness among its Contractors of the Public Assistance Hiring Commitment Rider and HRA Business Link program's role in assisting Contractors to meet the requirements set forth in **Exhibit 1**.

   C. If a Contractor of SBS fails to hire the specified number of PA Recipients by the later of either (i) the timeframe mutually agreed upon between HRA and Contractor or (ii) six (6) months from the commencement date of the Contract; or fails to pay and retain PA Recipients in accordance with the requirements specified in the Rider, SBS will assess liquidated damages in accordance with the formula set forth in **Exhibit 1** if the Contractor fails to remedy its noncompliance with **Exhibit 1** and in accordance with its Corrective Action Plan to the satisfaction of HRA and SBS.

3. <u>HRA Duties</u>

   A. HRA will administer the Business Link program to connect PA Recipients with SBS's Contractors, who will be the prospective employers.

   B. HRA, through its Business Link program, will enter contract registration data into the Business Link program database.

      i. From this data, HRA will calculate the required number of hires for each of SBS's Contractors.

ii. Prior to the Contract commencement date, HRA will provide written notice to each of SBS's Contractors of their annual Contract amount and the number of PA Recipients they are required to hire through the Public Assistance Hiring Commitment program. The notice will also instruct each Contractor to submit a human resources contact to HRA within ten (10) calendar days of receipt of the notice and an implementation plan within thirty (30) calendar days of receipt of the notice.

iii. For any Contractor that demonstrates compliance with its implementation plan, the Parties agree that an implementation plan will not be required from that Contractor for the subsequent year. However, in the event that the Contractor fails to meet its annual hiring requirements and is determined to be ineligible for a reduction or exemption (as discussed in **Paragraph E(ii)** below), HRA will require the Contractor to submit a new implementation plan.

C. HRA will assign an Account Manager (AM) to each Contractor. When job openings arise, the AM, in consultation with SBS, will meet with a Contractor for information on the position(s) and the requirements.

i. The AM will refer job seekers based on the criteria established by each Contractor.

ii. The AM will work with each Contractor to obtain feedback on referral outcomes.

D. In the event a Contractor hires a PA Recipient without the assistance of the Business Link program, HRA will work with the Contractor to obtain monthly new hire reports to demonstrate the Contractor's compliance with its hiring requirements.

E. HRA/Business Link will send SBS quarterly reports indicating each Contractor's compliance with the hiring requirements.

F. HRA, in consultation with SBS, will determine if the hires made by a Contractor qualify toward the Public Assistance Hiring Commitment program goals and will credit the Contractor accordingly.

i. If a Contractor does not achieve the required number of annual hires, it may apply for a reduction or exemption, based on the Contractor's job vacancies, demonstrated efforts in recruiting PA Recipients, and engagement with the Business Link program. For each Contractor of SBS seeking a full or partial exemption from its PA Recipient hiring requirements, HRA will assess if the exemption should be approved or denied and notify SBS of its initial determination. Upon request of SBS, HRA will make final determination in consultation with the SBS.

ii. If HRA determines, in consultation with SBS, that a Contractor is not

eligible for a reduction or exemption in the number of annual hires, HRA will inform SBS who will assess liquidated damages against the Contractor based on the process detailed in **Paragraph G** of **Exhibit 1**.

iii. If a Contractor achieves the required number of annual hires, HRA will send the Contractor a notice with the final outcomes. HRA will provide a copy of this notice to SBS.

G. HRA will provide monthly reports to SBS in the format illustrated in **Exhibit 2**. These reports will compare the year to date performance of SBS's Contractors in achieving the required number of annual hires as established by HRA.

H. HRA will notify a Contractor of SBS whether the Contractor's hiring requirements were met. HRA will consult with SBS to determine whether the vendor is eligible for a waiver of these unmet requirements, based on the level of efforts demonstrated by the vendor.

4. Contact Person. Each Party will designate a principal representative with regard to this MOU to facilitate the successful administration of the Business Link program.

5. Modification. This MOU may be modified only through the mutual, written consent of the Parties.

6. Termination. Either Party may terminate the MOU by giving thirty (30) calendar days written notice to the other Party.

7. Entire Agreement. This MOU sets forth the entire agreement between the Parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified except by a writing signed by both Parties.

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

NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

BY: _____

TITLE: _____

DATE: 11/2/15

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

BY: _____

TITLE: Acting Commissioner

DATE: 10/13/15

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this 2nd day of November 2015, before me personally came Vincent Pullo, to me known and known to me 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 she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

NOTARY PUBLIC

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 2016

Exhibit 1

Exhibit 2