

**INTRA-CITY COOPERATIVE AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES
AND
THE CITY UNIVERSITY OF NEW YORK**

This INTRA-CITY COOPERATIVE AGREEMENT (the “Agreement”), effective as of June 6, 2018, between the **City of New York (“City”)** acting by and through its Department of Homeless Services (“**Department**”) having its principal office located at 33 Beaver Street, New York, New York 1004, and The City University of New York (“**CUNY**” or the “**Contractor**”), operating pursuant to New York State Education Law Article 125, with its principal offices at 205 East 42nd Street, New York, N.Y. 10017 and acting on behalf of CUNY School of Professional Studies (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Department seeks to expand its adult financial literacy programming to shelter clients by offering an Adult Financial Literacy Learning Program (the “**Program**”) for the staff of shelter provider organizations so they are better prepared to proactively assist clients with financial issues; and

WHEREAS, CUNY is ready and willing to provide the services described in this Agreement in order to assist the Department with the Program, and;

WHEREAS, the Department will collaborate with CUNY to offer financial literacy programming;

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth herein, the parties hereby agree as follows:

ARTICLE I. TERM OF AGREEMENT

The term of this Agreement shall be from **January 1, 2018** through **June 30, 2020**, unless terminated sooner pursuant to the terms of this Agreement.

ARTICLE II. SCOPE OF SERVICES

- A. The Department, in collaboration with CUNY, intends to offer the Program for staff of shelter provider organizations so that they are better prepared to proactively assist shelter clients with financial issues, including basic budgeting, money management, understanding and repairing credit, debt management, bankruptcy, avoiding paycheck cashing and payday loans, and setting up checking and savings accounts. In addition, the Department would like to explore how best to screen clients for referral to entrepreneurship training and assistance.

- B. CUNY shall work in close collaboration with the Department to assist the Department in achieving the Program's goals. CUNY shall provide services in the manner and at the levels set forth in the attached **Exhibit 1** (the "Scope of Services").

ARTICLE III. TERMS OF PAYMENT

- A. DHS agrees to pay and CUNY agrees to accept for the services performed hereunder an amount not to exceed **\$607,880**, which CUNY shall use in accordance with the Budget attached hereto as **Exhibit 2**. Payment shall be subject to funding availability from DHS. No liability shall be incurred by the City beyond the amount of such monies.
- B. The Parties acknowledge that pursuant to a certain agreement dated October 20, 1983 between The Research Foundation of The City University of New York (the "RF") and CUNY, the RF will act as CUNY's fiscal agent to administer the funds received pursuant to this Agreement.
- C. CUNY shall submit to DHS for payment, on a monthly basis, all approved invoices and supporting documentation for the billing period. CUNY's invoices and supporting documentation shall be sent for review and approval to:

New York City Department of Homeless Services
Adult Services Division
33 Beaver Street, 16th Floor
New York, NY 10004
Attn: Jason Hansman, Director for Logistics, Operations and Administrative Support

- D. Upon approval, the invoice shall be forwarded internally by DHS to:

New York City Human Resources Administration
Finance Office – Bureau of Accounts Payable
150 Greenwich Street, 34-09
New York, NY 10007
Attn: Harold Delaney, Deputy Commissioner – Fiscal Operations

- E. The official intra-City invoice 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 DHS, 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."

- F. The final CUNY-approved invoice must be received by DHS no later than July 15, 2020.

- G. There shall be no increase in the total annual Budget, except for approved program enhancements. CUNY shall return to DHS any funds paid to CUNY in excess of costs incurred in providing the services delivered under this Agreement.

ARTICLE IV. PUBLICITY

- A. CUNY, and its employees, servants, agents, or independent contractors, at any time, either during or after completion or termination of this Agreement, shall not make any statement to the press or issue any similar communication commenting on the work performed or data collected under this Agreement without the prior written approval of DHS.
- B. If CUNY publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments achieved in such performance, DHS shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication in print and any other medium.
- C. Either party must receive written permission from the other party to use any and all of the other party's logo, publications, or images before placing them in any product not initially approved by that party as set forth in this Agreement.

ARTICLE V. RETENTION OF RECORDS

CUNY and DHS shall retain, and CUNY shall direct RF to retain, all books, records, and other documentation relevant to this Agreement for a period of 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 CUNY and DHS shall have full access to and the right to examine any of said materials during said period.

ARTICLE VI. COMPLIANCE WITH LAW

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 their 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 Parts 84 and 85.

ARTICLE VII: MODIFICATIONS

This Agreement may be modified and amended upon mutual and written consent of both parties. A budget modification shall not require an amendment to the prime agreement, but shall require written approval from DHS.

ARTICLE VIII: MERGER

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.

ARTICLE IX: CONFIDENTIALITY

- A. All client information obtained, learned, developed, or filed by CUNY or DHS concerning recipients of services, including data contained in official DHS files or records, shall be held confidential by CUNY pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1306 (1988), and any applicable regulations promulgated thereunder, and shall not be disclosed by CUNY to any person, organization, agency, or other entity except as authorized or required by law.
- B. All of the reports, information, or data (“Confidential Materials”) furnished, prepared, assembled, or used by CUNY or DHS under this Agreement are to be held confidential and each party agrees that the Confidential Materials shall not be made available to any third party without the prior written approval of the other party, except as directed by a court of law in a proceeding in which disclosing party has been directed by a court to make the disclosure.
- C. Nothing herein will be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals.
- D. The Parties agree that DHS shall own any and all data provided by DHS pursuant to this Agreement and owned by DHS prior to this Agreement, and CUNY shall agree to the same.
- E. CUNY shall ensure that its Program Director signs a copy of the Confidentiality Statement attached hereto as **Exhibit 3**.
- F. The Parties agree to keep individual records of each program group member’s participation activities and to maintain secure network databases for recording, storing, and extracting electronic data on participants.
- G. The Parties agree to protect the confidentiality and integrity of all personally identifiable information and other sensitive data pertaining to participants.
- H. This Article shall remain in full force and effect following the termination of this Agreement.

ARTICLE X: TERMINATION

- A. Both parties to the Agreement shall have the right to terminate this Agreement in whole or in part:
1. Without cause, by giving the other party thirty (30) days' prior written notice, or
 2. For good cause by giving the other party thirty (30) days' prior written notice with an opportunity to cure any noted default within the said thirty (30) days.
- B. In the event that DHS does terminate this Agreement, CUNY shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by CUNY on account of this Agreement prior to receipt of the notice of termination and falling due after such date shall be paid by DHS in accordance with the terms of this Agreement.

ARTICLE XI: NOTICES

Except as otherwise specifically provided, all notices and other documentation required to be given under the terms of this Agreement, or which either party may desire to give to the other, shall be in writing and shall be sent by mail and email to the following addresses:

THE CITY UNIVERSITY OF NEW YORK

CUNY School of Professional Studies
Attn: Jill Hyland, Executive Director, Professional Education and Workplace Learning
119 West 31st Street
New York, NY 10001

with a copy to

Office of the General Counsel
205 East 42nd Street, 11th Floor
New York, NY 10017

NYC DEPARTMENT OF HOMELESS SERVICES

Attn: Jason Hansman, Director for Logistics, Operations and Administrative Support
33 Beaver Street, 16th Floor
New York, NY 10004

RESEARCH FOUNDATION - *For fiscal matters:*

Att'n: Kyung Hur, Assistant Director of Grants and Contracts
230 West 41st Street
New York, NY 10036

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

Date: 6/6/17

**NEW YORK CITY DEPARTMENT OF
HOMELESS SERVICES**

By: 
Vincent Pullo
Agency Chief Contracting Officer

Date: 5/24/18

**THE CITY UNIVERSITY OF NEW
YORK**

By: 
Loretta P. Martinez
General Counsel

APPROVED AS TO FORM


The City University of New York
Office of the General Counsel
Date: 5.23.18

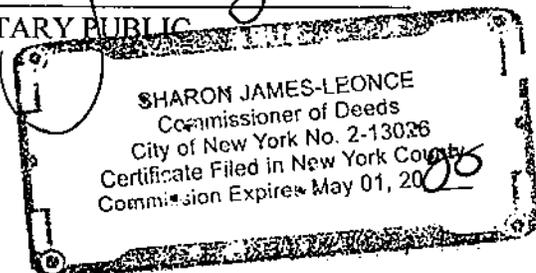
ACKNOWLEDGEMENTS

STATE OF NEW YORK)

COUNTY OF NY)ss.:

On this 6th day of June, 2018, before me personally came Vincent Pullo personally known to me or proved to me on the basis of satisfactory evidence to be Aces of the DEPARTMENT OF HOMELESS 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.

Sharon James Leonce
NOTARY PUBLIC



STATE OF NEW YORK)

COUNTY OF NEW YORK)ss.:

On this 24th day of May, 2018, before me personally came Loretta P. Martinez, personally known to me or proved to me on the basis of satisfactory evidence to be General Counsel of the City University of New York, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes therein mentioned.

Sophia Walsh-Newman
NOTARY PUBLIC

SOPHIA WALSH-NEWMAN
Notary Public, State of New York
No. 01WA5023913
Qualified in Queens County
Commission Expires March 29, 2019

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Exhibit 1: Scope of Services

Scope of Work

CUNY Support for Adult Financial Literacy Programming on
behalf of the
NYC Department of Homeless Services

REVISED
August 21, 2017

Prepared by:
CUNY School of Professional Studies
119 West 31st Street
New York, NY 10001

Our Understanding of DHS's Goals

The New York City Department of Homeless Services (DHS) seeks to expand its adult financial literacy programming for shelter clients. DHS' goal is to enable clients to make financial decisions that can best lead them on the path to transitional or permanent housing.

To support this effort, DHS intends to provide a learning program for the staff of shelter provider organizations so that they are better prepared to proactively assist clients with financial issues. Specifically, DHS would like shelter case managers to be able to counsel and advise shelter residents on financial issues that will improve their ability to move to stable housing. As such, DHS seeks to expand case managers' knowledge of these topics:

- Basic budgeting
- Money management
- Understanding and repairing credit
- Debt management
- Bankruptcy
- Avoiding paycheck cashing and payday loans
- Setting up checking and savings accounts

In addition, DHS would like to explore how best to screen clients for referral to entrepreneurship training and assistance.

The CUNY School of Professional Studies (CUNY SPS) proposes to lead a project designed to enhance the capacity of the New York City sheltering system to promote financial practices among shelter residents that will lead to stable housing.

Proposed Approach

CUNY SPS will work in close collaboration with DHS to conduct the following activities:

1. Establish a project team and identify project stakeholders

The CUNY SPS team will be led by a program director. CUNY SPS asks that DHS representatives, as members of the project team, will provide guidance, input, and review of draft deliverables. In addition, CUNY SPS and DHS will jointly identify stakeholders that will need to be included or consulted during the project period.

2. Conduct research and analysis

During this phase, CUNY SPS will work collaboratively with DHS to refine the goals of the learning program, prioritize them, and identify the metrics that the program is meant to address. In addition, CUNY SPS would conduct research using a number of strategies selected from among the following:

- Literature and document review of the financial challenges affecting shelter clients and effective practices for addressing them;

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- Facilitated discussions, focus groups, and/or structured interviews with representatives of shelter provider organizations;
 - Observations of case management sessions;
 - A scan of existing financial literacy resources and tools available in the public domain.

If DHS deems it appropriate, CUNY SPS could also conduct an online survey of the case manager audience to understand the current level of their financial literacy knowledge and skills, as well as to determine the type and format of training they would find most useful.

During this stage of the project, it will be important for CUNY SPS and DHS to outline the specific financial literacy services that case managers will be expected to provide as well as those services that can or should be provided by existing resources in the city.

3. *Design learning*

A CUNY SPS designated instructor designer will produce a high-level learning design for review by DHS. The design will outline:

- Course learning objectives;
- Major topics and key learning points;
- Sequence and description of learning activities;
- Timeframes devoted to major activities;
- Tools and resources; and
- Proposed evaluation methods.

CUNY SPS will lead a walk-through of the high-level design to gather DHS feedback so that the design can be approved before the development phase. At this point, CUNY SPS will recommend what, if any, portion of the content may be “curated” from existing online resources in the public domain in order to support case workers’ learning. Nevertheless, it is anticipated that case workers would attend a course in the classroom. For budgeting purposes, we assume that this course will be 2 days in length.

4. *Develop learning program*

Using the approved design, the instructional designer, paired with a subject matter expert in financial empowerment for low-income individuals and families, will develop the materials with all the content needed to deliver the program.

Developed course materials will include:

- Facilitator guide with instructions for leading the sessions
- Participant materials (e.g., workbook, job aids, texts, articles, as needed); and
- Presentation materials (e.g., slide deck).

CUNY SPS will facilitate a review of these materials by DHS stakeholders.

5. *Conduct pilot and refine program*

CUNY SPS will host and facilitate a pilot session of the course with approximately 20 to 25 case worker participants, selected from provider organizations, in collaboration with DHS. If needed, this could be held at the CUNY SPS campus at 119 West 31st Street in Manhattan. Using the experience and feedback from the pilot session, course refinements will be made in order to offer it to a wider audience.

6. *Offer program in year one*

CUNY SPS will plan and manage the delivery of this program to shelter case workers. We propose to hold 16 course sessions in the first year, serving up to 270 case workers. We ask that DHS publicize the learning program and strongly encourage case workers to participate. CUNY SPS activities will include the following:

- Develop schedule
- Register participants
- Send participant confirmations
- Reserve classrooms
- Appoint instructors
- Manage classroom logistics
- Provide participant materials
- Track participation
- Administer evaluation instruments

7. *Offer program in years two and three*

In years two and three, CUNY SPS will continue to offer the program to reach approximately 800 participants over the three year period.

8. *Evaluate*

CUNY SPS will conduct evaluation activities, to be determined, such as participant surveys, assessments, and course de-briefs. Results of this evaluation will inform the second and third offerings of the course, scheduled for year two and year three.

Team

CUNY SPS will assemble a qualified project team to include the following positions:

- Program Director – Lead the work of the project team; serve as liaison to DHS; manage scope, schedule, and budget.
- Instructional Designer – Perform research and analysis; produce design and develop all program materials; participate in pilot evaluation.
- Subject Matter Expertise – Provide expert advice on financial literacy programming for low income individuals and families; identify resources; assist in developing materials; and conduct reviews of drafts.
- Instructor – Prepare to lead classroom sessions; facilitate classroom sessions; and review evaluation results and implement course refinements.
- Program Assistant - Manage classroom logistics and provide administrative support throughout project.
- Executive Director – Provide executive oversight of project team and ensure that program meets DHS expectations.

Proposed Schedule

Task	Target Timeframe
1. Establish project team and identify project stakeholders	Month 1
2. Conduct research and analysis	Months 1 and 2
3. Design learning	Month 3
4. Develop learning program	Months 3 and 4
5. Conduct pilot and refine program	Month 5
6. Offer program in year one	Months 6 to 12
7. Offer program in year two	Months 13 to 24
8. Offer program in year two	Months 25 to 36

Project Management

CUNY SPS will provide overall project management for the projects described above, including the following activities:

- Produce a project work plan and schedule within the first 2 weeks of the project;
- Convene bi-weekly status meetings or conference calls with DHS; and
- Manage the scope, schedule, and budget.

We anticipate that DHS will provide:

- Background materials to understand the work of its programs;
- Introductions to provider organizations who can recommend subject matter experts and representatives of the case worker audience for interviews and/or focus groups;
- Review and feedback on draft CUNY deliverables within 5 days; and
- A project manager to liaise with CUNY on a regular basis.

Cost Estimate

A proposed budget is attached.

Exhibit 2: Budget

Title: CUNY Support for Financial Literacy Programming

Sponsor: NYC Dept of Homeless Services

PI: John Mogulescu

SFS Lead Staff: Jill Hyland, Brian Peterson

Project Period: July 1, 2017-June 30, 2020

Budget Year Dates: July 1, 2017-June 30, 2018

RF Project Number: TBA

Draft date: 8/21/17 Revised

Assumptions	
Total Participants	810
Participants Per Year	270
# of Case Workers Per Session	20
# of Sessions Per Year	16
Classroom Days Per Session	2
Instructor Hours Per Day	8
Participant Materials Cost Each*	30
Space Rental Fee per Day	275
Protected COLA	3%

	RF Code	Salary	Rate	FY18 FTE	FY18 Hours	FY19/20 FTE	FY19/20 Hours	FY18 Budget	FY19 Budget	FY20 Budget	Year 3: FY20 Budget
Personnel Services (PS)											
Position-FT Research Foundation Program Assistant	5416	\$ 55,000		20%		40%	50/10	\$ 11,000	\$ 22,660	\$ 23,340	\$ 23,340
total								\$ 11,000	\$ 22,660	\$ 23,340	
Position-PT Research Foundation											
Subject Matter Expert (Financial Lit) Instructor	5408		\$ 95		80		50/10	\$ 7,600	\$ 4,750	\$ 950	\$ 950
total								\$ 23,630	\$ 27,841	\$ 28,676	\$ 28,676
total								\$ 31,230	\$ 32,591	\$ 29,626	\$ 29,626
Release-FT Tax Levy											
Program Director	5400	\$ 100,000		40%		60%		\$ 40,000	\$ 61,800	\$ 63,654	\$ 63,654
total								\$ 40,000	\$ 61,800	\$ 63,654	\$ 63,654
Total Salaries								\$ 82,230	\$ 117,051	\$ 116,620	\$ 116,620
MTA employee tax								\$ 280	\$ 398	\$ 397	\$ 397
Fringe Benefits-FT-Release											
Fringe Benefits-FT-Release								\$ 4,180	\$ 8,611	\$ 8,869	\$ 8,869
Fringe Benefits-PT Research Foundation								\$ 2,967	\$ 3,096	\$ 2,814	\$ 2,814
Release Time-FT Research Foundation								\$ 20,400	\$ 31,518	\$ 32,464	\$ 32,464
Total Fringe								\$ 27,547	\$ 43,225	\$ 44,147	\$ 44,147
Total PS								\$ 110,056	\$ 160,674	\$ 161,164	\$ 161,164
Other Than Personnel Services (OTPS)											
Independent Consultant: Instructional Design	7000							\$ 50,000	\$ -	\$ -	\$ -
Independent Consultant: Graphic Design								\$ 7,500	\$ -	\$ -	\$ -
Printing and Reproduction	6800							\$ 10,260	\$ 10,260	\$ 10,260	\$ 10,260
Participants Meal Expense (Coffee)	6700							\$ 2,700	\$ 2,970	\$ 2,970	\$ 2,970
Classroom Usage Fee (\$275/day)	6210							\$ 8,525	\$ 8,525	\$ 8,525	\$ 8,525
Instructional Supplies	6200							\$ 1,500	\$ 1,000	\$ 500	\$ 500
Office Supplies								\$ 100	\$ 100	\$ 100	\$ 100
Total OTPS								\$ 80,585	\$ 22,655	\$ 22,355	\$ 22,355
Subtotal (PS + OTPS)								\$ 190,641	\$ 183,529	\$ 183,519	\$ 183,519
Indirect Costs								\$ 17,158	\$ 16,518	\$ 16,517	\$ 16,517
TOTAL Project Budget								\$ 207,799	\$ 200,046	\$ 200,035	\$ 200,035

Exhibit 3: Confidentiality Statement

**The City of New York Human Resources Administration/
_____ [CUNY Program Director]**

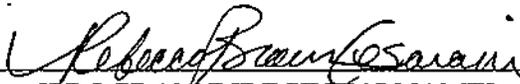
**CONFIDENTIALITY STATEMENT
AND CERTIFICATE OF NONDISCLOSURE**

I, Rebecca Brown Cesarani am an employee of the City University of New York (“CUNY”). As Program Manager for the Adult Financial Literacy Learning Program agreement between CUNY and the City of New York Department of Homeless Services (“DHS”), I oversee the provision of services by the program, approve reimbursement costs submitted by contractors, manage data collection and reporting requirements, and ensure that accurate records and reporting on all program participants are maintained.

I acknowledge that in the course of carrying out my responsibilities and duties, I have been authorized to review and have direct access to certain confidential information. DHS owns any and all data that it provides as part of the program.

I agree to destroy any DHS confidential information in a manner that is consistent with DHS policies and procedures that refer to the proper disposal of equipment that contains confidential information.

I acknowledge that all information to which I have or will have access to in the course of the performance of my duties is confidential pursuant to the Social Services Law of the State of New York and other applicable laws and regulations, and shall not be disclosed by me to any person, organization, agency or other entity except as authorized by DHS or required by law. I agree that such information may not be used for any purpose other than the project to which I am assigned, and that any other use or release to any party of such confidential information, without prior written consent of DHS, will be presumed to be a breach of this Confidentiality Statement. I further agree that any data breach or breach of confidentiality may result in DHS seeking injunctive relief as well as any other available remedy, the imposition of sanctions as deemed appropriate by DHS, and referral of the matter to the Office of the New York City Inspector General for potential prosecution. I understand that I am responsible for safeguarding and protecting any confidential data handled by me.

Signed: 
[PROGRAM DIRECTOR'S NAME]

Dated: 5/15/18