IMMIGRANT LEGAL SERVICES SUB-RECIPIENT AGREEMENT

-between-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION

THIS SUB-RECIPIENT AGREEMENT (the "Agreement"), effective as of October 1, 2014 (the "Effective Date"), is made between the City of New York (the "City") Department of Youth and Community Development ("DYCD"), with offices at 156 William Street, New York, New York 10038 and the City of New York Human Resources Administration ("HRA"), with offices at 180 Water Street, New York, New York 10038 (each a "Party" and together the "Parties").

WITNESSETH:

WHEREAS, DYCD is the City's designated Community Action Agency ("CAA") pursuant to Chapter 30 of the City Charter and, as such, receives and administers all Community Services Block Grant ("CSBG") monies on behalf of the City for the purposes of combating poverty and revitalizing low-income communities by providing a range of services and activities; and

WHEREAS, DYCD procured CSBG-funded immigrant legal services through the Immigrant Services Request for Proposals, PIN# 26012IMMSRFP, issued on January 12, 2011 and two (2) addenda thereto dated February 14, 2011 and February 23, 2011, and subsequently awarded fifteen (15) immigrant legal services contracts (each a "Contract" and together the "Contracts"), which are listed in the hereto attached Exhibit A, List of Contracts and Amounts, to a variety of community-based organizations (each a "Provider" and together the "Providers"), for an original three (3) year term, which began July 1, 2011 and which was extended one (1) year, effective July 1, 2014; and

WHEREAS, DYCD currently administers and manages the Contracts, pursuant to which the Providers assist immigrants, including immigrant youth, victims of domestic violence, and immigrant workers, in attaining lawful immigration status by providing legal counseling, application assistance, and legal representation; address immigrants' social services needs, directly or through referrals; and provide related services (the "Program");

WHEREAS, the City has resolved that DYCD will assign the Contracts to HRA, effective October 1, 2014; and

WHEREAS, HRA agrees herein to manage and administer the Contracts in compliance with local, federal and New York State ("NYS") requirements so as to ensure the continued award of CSBG funds to the City; and

WHEREAS, HRA agrees herein to report Program participant demographics, Program outcomes, Program related fiscal information, and other Program information as required by the underlying CSBG grant, to DYCD, and to otherwise assist DYCD in meeting its obligation to report on CSBG-funded initiatives to the New York State Department of State ("NYS DOS"); and

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

ARTICLE 1. TERM & RENEWAL

A. The initial term of the Agreement shall be for the period of October 1, 2014 through June 30, 2015. Following the initial term, the Agreement shall automatically renew at the beginning of the City's fiscal year for as many as three (3) renewals, each with a term of one (1) year, but such renewals shall be contingent on CSBG funding for the Program remaining available.

ARTICLE 2. SCOPE OF SERVICES

A. DYCD shall transfer the Contracts to HRA as of the Effective Date.

1. DYCD shall assign to HRA all of DYCD's present and future rights, title, and interest in the Contracts as of the Effective Date.
2. HRA shall be solely responsible for the administration and monitoring of the Contracts as of the Effective Date, which shall include but not be limited to the obligations listed in Article 2, Section B.
3. HRA shall be responsible for payment for services rendered and expenditures made pursuant to the Contracts on and after the Effective Date.
4. To the extent that some of the Contracts have not been registered with the Office of the Comptroller of New York City as of the Effective Date, HRA will be solely responsible for doing so, it being understood that DYCD will act in good faith and use reasonable efforts to register the Contracts prior to the Effective Date.

B. HRA shall administer, monitor, and manage the Contracts as of the Effective Date.

1. HRA staff shall perform site visits for each Contract at least three (3) times per year, of which at least one (1) must be an unannounced site visit; at least one (1) must be a programmatic site visit, during which, to the extent possible and subject to the attorney-client privilege, the delivery of

Program services will be observed; and at least one (1) must be an administrative site visit.

2. HRA shall document site visits and record Contract performance using DYCD's Program Quality Management Tool ("PQMT"), attached hereto as Exhibit B, and any new version of the PQMT that is adopted by DYCD during the term of this Agreement. HRA shall upload all PQMT information and findings to DYCD's Kiwi application after site visits are conducted.
3. HRA shall implement and monitor work improvement plans and/or corrective action plans for Providers that perform inadequately. Additionally HRA shall conduct and document monthly internal meetings to review the performance and progress of Providers operating under work improvement plans or corrective action plans.
4. HRA shall hold Provider meetings at minimum on a quarterly basis to provide resources and guidance regarding the Program to the Providers. DYCD and NYS DOS may attend such meetings, and HRA shall provide reasonable notice to DYCD before such meetings occur.
5. HRA shall ensure that the Providers enter participant demographic information, attendance, milestones, case notes, outcome information, and any other information that NYS DOS determines to be necessary into DYCD's contract management system, Capricorn, or any other application that the Parties shall jointly designate in the future.
6. HRA shall ensure that Provider staff and HRA staff administering the Program attend DYCD trainings related to Capricorn or any other application that the Parties shall jointly designate in the future. The Parties shall work collaboratively to ensure that any such application meets the needs of both Parties.

C. Reporting

1. HRA shall submit quarterly reports within fifteen (15) days following the end of each quarter of the federal fiscal year to DYCD containing information that is necessary for CSBG-related reporting, including, but not limited to the following:

    a. Participant demographic information, attendance, milestones, case notes, and any other information that NYS DOS determines to be necessary.
    b. Outcomes for participants served pursuant to the Program must be reported to DYCD according to the CSBG National Performance Indicators ("NPI"), attached hereto as Exhibit C. In the event that Program outcomes do not meet the targets identified in the Contracts and Exhibit F, defined below, HRA shall provide a narrative to DYCD explaining the reason for which outcomes are lower than projected and HRA's plan to improve outcomes.
    c. Program milestones and benchmarks for all participants served pursuant to the Program, to the extent that such information is required by NYS DOS.

2. HRA shall report to DYCD in a timely manner participant outcomes according to the NPI for any participants served by HRA, to the extent that NYS DOS, in its sole and absolute discretion, determines such outcomes to have resulted from the leveraged impact of CSBG funds. Such information shall be provided for reporting purposes only.

D. Annual CSBG Refunding Application

1. HRA shall, to the extent DYCD requires, assist DYCD each year of the Agreement in completing the CSBG refunding application (the "Application") that DYCD submits to NYS DOS on an annual basis, generally in July of each year.
2. HRA agrees to administer the Contracts and otherwise perform Program Services in a manner consistent with the Application.

E. Community Action Board

1. HRA shall attend Community Action Board (the "CAB") meetings and present to the CAB, which serves as advisory board to DYCD with respect to CSBG-funded community action initiatives, as often as DYCD or the CAB determine to be necessary.
2. HRA shall present to the CAB on any matter that DYCD or the CAB determines to be necessary, including but not limited to any contract or fiscal matter related to the Program.
3. HRA shall, by the Effective Date, designate an HRA staff person to serve as liaison to the CAB and shall inform DYCD by written notice of the initial and any subsequent liaison's name, title, and contact information.

F. HRA shall ensure that any service provided pursuant to this Agreement or the Contracts, or by any sub-contract, affiliation or grant hereunder, complies with all pertinent provisions of federal, state or local statutes, rules and regulations, and that all necessary approvals thereunder have been obtained. Further, HRA shall ensure that any such service complies with the following:

1. The New York State Department of State Community Services Block Grant Plan & Application, attached hereto as Exhibit D, and any such future application.
2. The Community Services Block Grant Delegate Agency Agreement, attached hereto as Exhibit E.
3. The New York State Department of State Master Grant Contract, attached hereto as Exhibit F.
4. The DYCD Immigrant Services Request for Proposals, attached hereto as Exhibit G.
5. The DYCD Case Management Standards Toolkit, attached hereto as Exhibit H.

G. Audits

1. At any time during the Agreement or during the record retention period set forth in Article 5, City, state and federal auditors shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the HRA pursuant to Article 5.
2. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all invoices presented for payment and the books, records, and other documents upon which such invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by the City, the State of New York, and the federal government.
3. HRA shall submit any and all documentation and justification in support of expenditures or fees made pursuant to this Agreement as may be required by the City, the State of New York, or the federal government.
4. DYCD shall have the right to have representatives of DYCD or the State of New York or federal government present to observe the services being performed pursuant to this Agreement or the Contracts.
5. The Parties shall promptly notify each other upon learning of any audit, investigation or inquiry by any oversight agency involving the Contracts or directly related to the management of the Contracts. The Parties shall provide each other with copies of correspondence related to any such audit, investigation or inquiry.

ARTICLE 3. TERMS OF REIMBURSEMENT & FISCAL PROCEDURES

A. DYCD shall make timely claims for reimbursement from NYS DOS, using documentation provided by HRA, for funds that HRA has paid to Providers as payment for services performed pursuant to the Contracts. DYCD shall diligently pursue claims for reimbursement with NYS DOS upon receiving the necessary documentation from HRA. DYCD will not under any circumstances be obligated to pay or reimburse HRA for costs related to HRA's management or administration of the Program or the Contracts, including HRA staff or administrative costs, and HRA will not make any claim with respect to CSBG funds for reimbursement of such HRA costs.

B. The maximum reimbursable amount for the initial nine month term of this Agreement shall not exceed one million five hundred ninety eight thousand two hundred ninety six dollars ($1,598,296) (the "Maximum Reimbursable Amount"). Upon receiving reimbursement from NYS DOS, DYCD shall reimburse HRA for payments made to Providers up to the initial term allocation amount listed for each Contract in the List of Contracts and Amounts contained in Exhibit A. No liability shall be incurred by DYCD beyond the amount of the Maximum Reimbursable Amount, unless agreed to as reflected in a written amendment signed by the Parties.

C. HRA shall submit official intra-city invoices to DYCD on a quarterly basis for as long as this Agreement is in effect according to the following schedule:

1. On or before January 10, for payments made to Providers during the period of October 1 to December 31;
2. On or before April 10, for payments made to Providers during the period of January 1 to March 31;
3. On or before July 10, for payments made to Providers during the period of April 1 to June 30; and
4. On or before October 10, for payments made to Providers during the period of July 1 to September 30.

D. HRA shall ensure that all expenses claimed under this Agreement are allocated to the correct federal fiscal year. To the extent that some Provider expenses occur across more than one federal fiscal year, such as payroll expenses, HRA shall break apart such costs and allocate such costs to the federal fiscal year in which such costs were incurred. In particular, HRA shall ensure that Provider expenses which were incurred entirely or partially in September of a given year are not allocated to the following federal fiscal year.

E. All intra-city invoices submitted pursuant to this Agreement shall be signed by HRA's fiscal officer and must include the following typed 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 the Department, 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 in this invoice."

F. HRA shall provide detail and information regarding payments made to the Providers and Provider expenditures as DYCD shall require, including line-item budgets submitted by Providers to HRA using the City's HHS Financials application.

G. HRA shall tag equipment purchased by Providers in whole or part with CSBG funds. HRA shall provide equipment inventory lists to DYCD of such equipment as necessary.

ARTICLE 4. EXTENSION OF THE CONTRACTS & PROCUREMENT OF NEW CONTRACTS

A. HRA shall consult with DYCD and the CAB before amending, renewing, or extending the term of the Contracts. HRA shall not amend, renew or extend the term of the Contracts without first obtaining approval to do so from DYCD, which shall not be unreasonably withheld. HRA must provide at least one (1) month's notice to DYCD and the CAB before renewing or extending the term of the Contracts, and at least one (1) month's notice to DYCD and the CAB before amending the Contracts.

B. HRA shall adhere to the following requirements if HRA procures new contracts for the Program:

1. Consult and collaborate with DYCD and the CAB regarding any changes to the design of the Program and submit for prior approval to DYCD any solicitation, including a request for proposals, related to the Program.
2. Procure only services related to the provision of immigrant legal services.
3. Obtain DYCD approval before conducting any solicitation or issuing any request for proposals related to the CSBG-funded aspects of the Program; DYCD shall not unreasonably withhold such approval.
4. Provide DYCD and the CAB at least one month's notice before issuing a request for proposals or otherwise procuring new contracts for the Program.
5. Include the Community Services Block Grant Delegate Agency Agreement, attached hereto as Exhibit E, as an appendix to all contracts awarded.
6. Ensure that any solicitations related to the Program comply with the terms of Article 2, Section F and the exhibits listed therein.

C. DYCD and HRA agree to collaborate in amending any necessary application and/or plans for federal and/or NYS approval if the Program is changed during the life of this Agreement.

ARTICLE 5. RECORDS & RETENTION

A. HRA shall maintain separate and accurate books, records, documents and other evidence, and utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

B. Unless otherwise provided for under NYS or federal law, HRA shall retain all books, records, and other documentation relevant to this Agreement, including those required to be maintained pursuant to Article 5, Section A, for a period of six (6) years.

ARTICLE 6. CONFIDENTIALITY

A. All client information obtained, learned, developed by, or filed with HRA concerning recipients of services, including data contained in official DYCD files or records, shall be held confidential by HRA pursuant to the provisions of the Social Services Act, 42 U.S.C.A 1306 (1998), and any applicable regulations promulgated thereunder, and shall not be disclosed by HRA to any person, organization, agency, or other entity except as authorized or required by law.

ARTICLE 7. SURVIVAL

The provisions of Article 2, Section G, Article 5, and Article 6, shall remain in full force and effect following termination of, or cessation of the services required by, this Agreement.

ARTICLE 8. TERMINATION

A. Either Party may terminate this Agreement immediately if, in such Party's reasonable judgment, just cause exists.

B. This Agreement is funded by funds secured from the federal and New York State governments. Should there be a reduction or discontinuance of such funds by action of the federal or New York State governments, DYCD shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal and/or New York State governments. Any reduction in funds pursuant to this Article shall be accompanied by an appropriate reduction in the services contemplated by this Agreement.

ARTICLE 9. MODIFICATION

This Agreement may only be modified through the mutual written agreement of the Parties. It may not be altered or modified orally.

ARTICLE 10. COOPERATION

HRA and DYCD will cooperatively administer the CSBG-funded aspects of the Program. HRA shall further cooperate with DYCD in connection with any legal matters, investigations, and audits that should arise related to the Program, the reporting of Program information to the federal government and NYS, and the application by DYCD to NYS for CSBG funds pursuant to DYCD's role as the CAA for the City.

ARTICLE 11. NYS DOS APPROVAL

The Parties agree that this Agreement and any renewal thereto shall be contingent on the approval by NYS DOS. In the event that part or all of the Agreement is disapproved by NYS DOS, the Parties agree to work in good faith to amend the Agreement, if possible, as may be necessary to obtain NYS DOS approval.

ARTICLE 12. NOTICES

A. Notices required herein shall be in writing and shall be given personally or sent by certified mail, return receipt requested.

B. Notices shall be deemed given:

1. When received, if delivered personally;

2. Upon deposit with the U.S. Post Office, if mailed.

C. Notices shall be addressed as follows:

To HRA:
Human Resources Administration
180 Water Street
New York, New York 10038
Attn: Vincent Pullo, Agency Chief Contracting Officer

To DYCD:
Department of Youth and Community Development
156 William Street
New York, New York 10038
Attn: General Counsel

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.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
Acting General Counsel

8/6/14
Date

CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION

Vincent Pullo
Agency Chief Contracting Officer

8/5/14
Date

EXHIBITS

Exhibit A: List of Contracts and Amounts

Exhibit B: Program Quality Management Tool

Exhibit C: Community Services Block Grant National Performance Indicators

Exhibit D: New York State Department of State Community Services Block Grant Plan & Application

Exhibit E: Community Services Block Grant Delegate Agency Agreement

Exhibit F: New York State Department of State Master Grant Contract

Exhibit G: DYCD Immigrant Services Request for Proposals

Exhibit H: DYCD Case Management Standards Toolkit