

**FISCAL YEAR 2012**

**PIN: 069-12-G-0303CA**

**HRA/FIA and CUNY**

**Training Evaluation and Monitoring (TEAM)**

**COOPERATIVE AGREEMENT- COVER SHEET**

**VENDOR: The City University of New York**

**PROGRAM: Training Evaluation and Monitoring (TEAM)**

**TERM OF AGREEMENT: July 1, 2011 – June 30, 2012**

**TOTAL BUDGET: \$1,432,890**

## **COOPERATIVE AGREEMENT**

This **COOPERATIVE AGREEMENT** ("Agreement") is entered into as of July 1, 2011, between the Family Independence Administration ("FIA") of the City of New York Department of Social Services of the Human Resources Administration ("Department", "HRA" or "Agency"), with an address at 180 Water Street, New York, New York 10038, and The City University of New York, ("CUNY" or "the University" or "party") with an address at 535 East 80<sup>th</sup> Street, New York, NY 10075, ("the parties") pertaining to administrative support to be provided by CUNY to the HRA Training Evaluation and Monitoring Office ("TEAM" or "Program") with an address at 109 East 16<sup>th</sup> Street, 12th floor, New York, NY 10003

### **WITNESSETH:**

**WHEREAS**, HRA consistent with the mandate of the New York State Welfare Reform Act of 1996 wishes to assist cash assistance recipients classified as Temporary Assistance for Needy Families ("TANF"), Safety Net ("SN") and Safety Net Non-Cash ("SNNC") who express an interest in training or are continuing training in HRA Approved Training programs; and

**WHEREAS**, CUNY has the requisite experience and expertise to provide administrative support to the Program; and

**WHEREAS**, CUNY through its fiscal administrator for sponsored programs, the Research Foundation of the City University of New York (the "RF"), will carry out the overall fiscal administration of the Program;

**NOW, THEREFORE**, the parties hereto have agreed and do hereby agree as set forth above and as follows:

### **ARTICLE I. - TERM OF AGREEMENT**

- A. The Term of this Agreement shall be from July 1, 2011, through June 30, 2012, unless sooner terminated by mutual consent of the parties
- B. This Agreement shall be automatically renewed for three (3) additional one (1) year periods for the period from July 1, 2012 through June 30, 2013, and the period from July 1, 2013 through June 30, 2014 and for the period July 1, 2014 through June 30, 2015, respectively, unless sooner terminated as provided herein, subject to the annual appropriation and availability of funding; the first renewal of this Agreement, if any, shall provide for the automatic renewal only of the latest period set forth in this provision, and any second renewal shall not provide for any renewal of this Agreement. The invoice dates and final budget modification deadlines contained in Article III below shall be adjusted for the renewal years, with the days and months remaining the same; the annual budget in any renewal year shall be the result of subtracting the budget for BEGIN, as set forth in this Agreement, from the total Budget for the Program, as set forth in Article III hereof. The parties agree to use their respective best efforts to allocate for each renewal of this Agreement, if any, the Direct and Indirect costs referred to in Article III hereof.

## ARTICLE II. - SCOPE OF SERVICES

### A. GENERAL

1. The Office of Training Evaluation and Monitoring (TEAM) provides services for participants who express an interest in training or are continuing training in HRA Approved Programs. Supported by the Davila lawsuit which ensures that every participant has the right to select training providing it is an HRA approved training program, TEAM's Training Assessment Group (TAG) unit was implemented to honor the participant's preference in training, whenever possible. In addition, the TEAM office maintains the oversight responsibilities related to monitoring the participants' performance and the performance of the providers of these programs. TEAM has the responsibility of ensuring that not only are participants enrolled in an approved program but also meet HRA work requirement mandates. TEAM is comprised of following units:

#### **a. Training Assessment Group (TAG)**

TAG is the HRA designated unit for servicing TANF participants who are continuing in training programs or have expressed an interest in training to their designated Job Centers. The process includes: testing, interview, assessment and engagement.

#### **b. Attendance Verification Unit (AVU)**

AVU monitors the attendance of participants in HRA approved training programs using the Training Provider Tracking System (TPTS). The TPTS system is an automated on-line system which tracks new and on-going enrollments of participants. AVU's efforts ensure that enrollees receive their Training Related Expenses (TREs) in a timely manner and the school attendance of all enrollees is reported timely, accurately and with the proper documentation.

#### **c. Training Approval Policy (TAP)**

The TAP unit maintains the Master List of Approved Training Programs, which enables participants who attend these programs to use their training education hours towards their engagement requirements. The unit is responsible for reviewing and approving training provider applications in addition to monitoring performance through site visits and quarterly assessment reviews of each training program. In this aspect, responsibility entails the monitoring of over 400 approved training providers to ensure adherence to the guidelines and standards of the Agency's Training Approval Policy for voucher and non-voucher programs.

#### **d. Individual Training Account (ITA)**

The ITA Vouchers List of Eligible Providers is maintained by TEAM in order to verify that the provider is in compliance with HRA and State regulations. It has been incorporated into the HRA Master List of Approved Training providers so that their attendance on the TEAM's TPTS system can be tracked. TEAM conducts quarterly assessments based upon information obtained from NYCWAY and the TPTS system in order to ensure that they are meeting the criteria established to serve participants.

**e. TEAM Managed Programs**

TEAM manages two programs which provide services for participants who choose to enroll in a CUNY/Non CUNY program.

The College Opportunity to Prepare for Employment (COPE) program is an infrastructure within CUNY that provides supportive and job placement services and also monitors TANF and Converted Safety Net Family participants attending CUNY colleges to ensure they maintain 35 hours of school and work activity. COPE also provides attendance and eligibility documentation to HRA for their students.

The College and Related Experience Work Experience Program (CARE WEP). CARE WEP develops and supervises unpaid work assignments at CUNY campuses or off-site non-profits for CUNY and non CUNY students. The program enables PA participants to continue to attend school while satisfying PA work requirements, by providing unpaid work experience assignments, which are coordinated with other HRA, approved activities. The program also provides work experience assignments for the needed at home population.

For both the COPE and CARE WEP programs, TEAM serves to coordinate the programs' activities and provide hands on technical assistance with participant matters as well as with regulations of relevant governmental oversight agencies to ensure the programs meet requirements for client participation rates and job placement and retention targets. In order to ensure these programs are operating effectively and efficiently, TEAM provides programmatic and administrative oversight by monitoring program services through site visits, verification of milestone and goal achievements, tracking expenditures and participant attendance records.

**f. Begin Employment Gain Independence Now (BEGIN)**

BEGIN Managed Programs offer no-cost employment and long-term skills and training education to individuals with language and literacy barriers to employment. HRA is redesigning this program to function within the Back-to-Work model, and City fiscal FY2012 will be the last year of BEGIN as it currently exists.

The transition team (the Executive Director and two directors) will continue to oversee BEGIN contracts with vendors until they expire and close them out. Additionally, the team will assist HRA in properly transitioning BEGIN's function to the new Back-to-Work model. This transition is schedule to be from July 1, 2011 to June 30, 2012.

2. "Participants" are defined as HRA clients ("Clients") and can include, for purposes of the Agreement, a recipient of Temporary Assistance for Needy Families ("TANF"), Safety Net ("SN") and Safety Net Non-Cash ("SNNC")

**B. PARTICIPANT ELIGIBILITY PROCESS**

1. TEAM has the responsibility of determining participant eligibility for training.
2. TEAM adheres to the following HRA work requirement mandates when determining participant eligibility:

a. Participants are allowed a maximum of 12 months stand alone training. Thereafter, only 15 hours of training are allowed.

b. All able-bodied applicants/participants must be fully engaged for 35 hours per week. If they are attending an educational/training program approved by HRA, they may use a combination of class hours and work activities (i.e. Federal Work Study, Internship and Externship) to make up their 35-hour workweek. HRA will also provide childcare and transportation expenses to cover both the school and work requirements.

### C. HRA RESPONSIBILITIES

1. TEAM will provide services as described in Article II

2. HRA will timely:

- a. Designate the designee of HRA/FIA Employment Services' Deputy Commissioner and Executive Director of Work Experience as HRA Liaisons, who will have authority to ratify the RF to take actions on behalf of HRA and to direct the Program Manager;
- b. Designate the designee of the Executive Director of TEAM as Program Manager to work with the RF;

3. Through the TEAM Office recruit, screen, select, train and supervise program staff;

4. Through the TEAM Office provide job descriptions and titles for Program Staff in a timely fashion and in no event later than the date of hire;

5. Consult and obtain prior approval of RF before engaging in any disciplinary action against Program Staff (see also Article II, Section D. 1.a.below);

6. Provide such documentation to RF as RF may require to process required payments.

### D. CUNY RESPONSIBILITIES

1. CUNY will provide the following administrative support for the Services (the costs of providing these services will be called "Direct Costs"):

a. RF, in conjunction with HRA (see Article II, Section C(5) above), will have disciplinary authority over program staff.

b. Upon HRA's identification of a prospective candidate, CUNY will perform the necessary steps to appoint the prospective candidate on a timely basis.

c. RF will pay all invoices approved by HRA on a timely basis.

- d. CUNY will submit monthly financial reports to HRA.
  - e. Work with the Program to ensure timely submission of paperwork to the RF for payment processing and compliance with RF policies and procedures and
  - f. Provide orientation to new program staff.
2. Pursuant to a certain Agreement dated October 20, 1983, by and between the Research Foundation of The City University of New York and CUNY, the RF will act as the fiscal administrator to CUNY.
  3. CUNY, through its fiscal administrator the RF, will provide overall fiscal administration of the Program by providing financial services related to the Program and payroll services to program staff. Such fiscal administration will also include the preparation of monthly invoices, which will be supported by computer printout.
  4. The costs of providing these services will be called "Indirect Costs".
  5. Program staff will be considered RF grant-funded employees and will be afforded the then current benefits and rights accorded pursuant to RF personnel policies for equivalent positions.
  6. The funds as defined in Article III A. below will be used exclusively for expenditures incurred in connection with this Agreement.
  7. CUNY's and RF's responsibilities under this Agreement do not extend beyond those services described in this Article II, Section D. All programmatic services are the sole responsibility of HRA.

**ARTICLE III. - PAYMENT**

- A. For the term of this Agreement and pending confirmation of resources from HRA, the total Budget for the Program to be administered by CUNY through its fiscal administrator, the RF, is one million, four hundred thirty-two thousand, eight hundred ninety dollars (\$1,432,890), to be allocated according to the Budget attached as Exhibits I & II. The Budget for the BEGIN portion of this agreement (itemized in Exhibit II) will not carryover beyond June 30, 2012.

HRA will pay CUNY an amount not to exceed one million, three hundred eleven thousand, five hundred sixty-nine dollars (\$1,311,569) for CUNY Direct Costs and an amount not to exceed one hundred twenty-one thousand, three hundred twenty-one dollars (\$121,321) for Indirect Costs.

- B. At the end of each month, CUNY will submit to HRA Executive Director of Work Experience Program, FIA/Employment Services at 180 Water Street, New York, New York 10038, a detailed monthly invoice in accordance with HRA requirements. Upon review and approval the Executive Director of Work Experience will forward

such invoice to the HRA Director of Bureau of Accounts Payable, FIA at 180 Water Street, New York, New York 10038

- C. HRA will promptly pay CUNY upon tender of monthly invoices supported by RF's computer printout.
- D. The following process will be followed to modify the Budget:
  - 1. CUNY will submit all requests for budget modifications, in writing, to HRA Finance Office, 180 Water Street, 11<sup>th</sup> floor, New York, NY 10038, Attn: Deputy Commissioner of Budget;
  - 2. All requests for modifications will include a narrative justifying the request;
  - 3. All modifications will require prior approval from HRA;
  - 4. There will be no increases in the total Budget;
  - 5. Budget modifications should be limited to one per quarter;
  - 6. Requests for modification should be submitted no less than 10 working days before they are needed;
  - 7. Final budget modifications will be submitted by May 31, 2012 and
- E. CUNY will provide RF with a copy of all HRA approvals and budget modifications.

#### **ARTICLE IV. - TERMINATION**

- A. CUNY and HRA will have the respective right to terminate this Agreement in whole or in part:
  - 1. Without cause, by giving three (3) months' written notice to the other party; and
  - 2. For good cause by giving thirty (30) days' written notice to the other party, with an opportunity to cure within said thirty (30) days.
- B. In addition, HRA will have, in its sole discretion, the right to terminate this Agreement in whole or in part, or reduce funding and level of services in the event of a reduction or discontinuance of such funds by action or changes of Federal, State or City government policy, law or regulation.
- C. In the event of termination of this Agreement for whatever reason, HRA will pay all costs and un-cancellable obligations incurred by CUNY or the RF or both of them up to and including the effective date of such termination.

## ARTICLE V. - LIABILITY AND INDEMNIFICATION

- A. Each Party to this Agreement acknowledges that it is responsible for acts, errors, or omissions of its own employees, agents, contractors, and servants in connection with or arising out of the activities/work performed under this Agreement, and each Party is responsible for its own liability, whether alleged to be based on negligence, recklessness, or intentional conduct, for claims for loss, damage, or injury (including death) to persons or property of whatever kind or nature. The Parties agree that neither Party shall be vicariously liable for the acts, errors, or omissions of the other Party's employees, agents, contractors, or servants.
- B. To the extent permitted by law, each party shall hold harmless and indemnify the other party from liability upon, and all claims for, damage on account of such injuries or death to any person or damages to property resulting from its neglect, fault or default or that of its trustees, employees, agents, servants or independent contractors.
- C. The provisions of this Article shall survive the termination or expiration of this Agreement.

## ARTICLE VI. - NOTICES

### A. Notices

All notices required under this Agreement shall be in writing and addressed to the persons designated below:

#### TO THE CITY UNIVERSITY OF NEW YORK

Office of Academic Affairs  
The City University of New York  
535 East 80<sup>th</sup> Street  
New York, NY 10075  
Attn: NYC HRA IC AGREEMENT – TEAM

And, for legal matters:

The Office of General Counsel  
The City University of New York  
535 East 80<sup>th</sup> Street  
New York, NY 10075  
Attn: NYC HRA IC AGREEMENT – TEAM

And, for fiscal matters:

Director of Grants and Contracts  
The Research Foundation of The City University of New York  
230 West 41<sup>st</sup> Street  
New York, NY 10036  
Attn: NYC HRA IC AGREEMENT – TEAM

TO NYC HRA:

Mr. Thomas Patrick Harper  
Deputy Director, Office of Contract Management  
Family Independence Administration  
180 Water Street, 6<sup>th</sup> floor  
New York, NY 10038

**ARTICLE VII. - Confidentiality**

- a. All client information obtained, learned, developed, or filed by CUNY or HRA under this Agreement and concerning recipients of services, including data contained in official HRA or CUNY files or records, shall be held confidential by all parties to the same extent and in the same manner each holds confidential comparable information, but not with less care than required by the provisions of any applicable law and regulations promulgated thereunder, including without limitation, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and shall not be disclosed by a party 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 HRA under this Agreement are to be held confidential by each party, and each party agrees that the Confidential Materials shall not be made available to anyone without the prior written approval of the other party, except as directed by a court of law in a proceeding in which the 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 or to fulfill the reporting requirements of either party.
- d. This Article VII shall remain in full force and effect following the termination of this Agreement.

**ARTICLE VIII. - MISCELLANEOUS**

- A. This Agreement constitutes the entire Agreement between the parties and may not be changed, modified, or terminated orally, but only by an instrument in writing executed by the parties to this Agreement.
- B. The parties shall retain all of their respective books, records, and other documentation relevant to this Agreement during the term of this Agreement, and of any renewal of it, and for a period of six (6) years after the termination of this Agreement. Any City, State, and Federal auditors and any other person duly authorized by any party shall have full access to and the right to examine any of said materials during said period.

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

THE CITY UNIVERSITY OF NEW YORK

BY: Frederick P. Schaffer

TITLE: General Counsel

DATE: 8/9/11

THE CITY OF NEW YORK  
Department of Social Services  
Human Resources Administration

BY: Vincent Pullo

TITLE: ACC

DATE: 8/12/11

ACKNOWLEDGEMENTS

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 12<sup>th</sup> day of August 2011, before me personally came Vincent Pullo, to me known to be the ACC 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/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Sharon C. James

NOTARY PUBLIC

SHARON C. JAMES  
Commissioner of Deeds  
City of New York No. 2-13026  
Commission Expires April 1, 2012

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 9<sup>th</sup> day of August, 2011, before me personally came Frederick P. Schaffer, to me known to be the General Counsel of the CITY UNIVERSITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Linda M. Myles

NOTARY PUBLIC

LINDA M. MYLES  
Notary Public, State of New York  
No. 31-4838760  
Qualified in New York County  
Commission Expires...7-30-15.....

## EXHIBIT I

**TEAM Training Evaluation & Monitoring  
HRA/CUNY Agreement (7/1/11-6/30/12)**

4/4/2011

Project #57100-11-23

<b>Code</b>	<b>Personnel</b>	<b>Annual Costs</b>
5400	Director	\$ 84,086
5400	Deputy Director	\$ 80,208
5400	Fiscal Director (CUNY Central)	\$ 5,137
5401	Asst. Fiscal Director (CUNY Central)	\$ 4,127
5403	Project Manager	\$ 65,000
5403	Project Manager	\$ 60,000
5403	Project Manager	\$ 51,840
5403	Project Manager	\$ 51,840
5404	Asst. Coordinator	\$ 33,829
5404	Asst. Coordinator	\$ 30,980
5404	Asst. Coordinator	\$ 29,505
5404	Asst. Coordinator	\$ 29,505
5410	Research Analyst	\$ 43,123
5410	Research Analyst	\$ 35,000
5420	Program Liaison	\$ 45,360
5440	Overtime Wages	\$ 10,750
	<b>Total Salaries</b>	<b>\$ 660,290</b>
5920	Fringe Benefits Expense Full Time @ 38%	\$ 250,910
5999	MTA Payroll Tax	\$ 2,245
	<b>Total Personnel</b>	<b>\$ 913,445</b>
	<b>OTPS</b>	
6200	Office Supplies	\$ 5,000
6210	Testing Materials/Instructional Supplies	\$ -
6300	Postage/Mailings	\$ -
6400	Communications - General	\$ -
6930	Travel - Local	\$ 550
7000	Consultants	\$ -
7400	Conference and Seminars	\$ 2,000
7410	Meetings	\$ 2,000
7900	Equipment	\$ -
	<b>Total OTPS</b>	<b>\$ 9,550</b>
	<b>TOTAL DIRECT COSTS</b>	<b>\$ 922,995</b>
	Indirect Costs @ 9.25%	\$ 85,376
	<b>TOTAL COSTS</b>	<b>\$ 1,008,371</b>

EXHIBIT II

BEGIN  
HRA/CUNY Agreement (7/1/11-6/30/12)

4/4/2011  
Project #57100-01-23

Code	Personnel	Annual Costs
5400	Executive Director	\$108,000
5400	Fiscal Director (CUNY Central)	\$2,201
5401	Asst. Fiscal Director (CUNY Central)	\$1,769
5401	Director, Fiscal & Program Reporting	\$86,915
5401	Director, Prog Operations & Worksite Mgmt	\$82,000
	<b>Total Salaries</b>	<b>\$280,885</b>
5920	Fringe Benefits Expense Full Time @ 38%	\$106,736
5999	MTA Payroll Tax	\$955
	<b>Total Personnel</b>	<b>\$388,576</b>
	<b>OTPS</b>	
	<b>Total OTPS</b>	<b>\$0</b>
	<b>TOTAL DIRECT COSTS</b>	<b>\$388,576</b>
	Indirect Costs @ 9.25%	\$35,943
	<b>TOTAL COSTS</b>	<b>\$424,519</b>