

FISCAL YEAR 2012
HUMAN RESOURCES ADMINISTRATION
COOPERATIVE AGREEMENT -- COVER SHEET

VENDOR: The City University of New York

PROGRAM: Information Technology Fellowship Agreement

TERM OF AGREEMENT: Date of Execution through June 30, 2011 with four renewals

TOTAL BUDGET: \$250,000 per year

THIS COOPERATIVE AGREEMENT ("Agreement") with an Effective Date of Nov 21, 2011, is between the Department of Social Services, acting through the Human Resources Administration ("HRA" or "Department"), 180 Water Street, New York, N.Y. 10038 and The City University of New York ("CUNY"), 535 East 80th Street, New York, NY 10075 (collectively, "the Parties").

WITNESSETH

WHEREAS, HRA and CUNY have entered into a prior Agreement wherein HRA seeks through CUNY to utilize emerging information technology ("IT"), to develop and implement new computer applications as well as to better manage and organize its own internal IT departments, and to attract CUNY IT graduates as potential HRA employees ("the CUNY Internship Program"); and

WHEREAS, in pursuit of these goals, HRA utilizes selected CUNY students with specialized IT and business skills ("IT Specialists") to assist in the organization, management, development and implementation of new computer applications (the "IT Internship Program"); and

WHEREAS, HRA desires to build upon the IT Internship Program and enter into a relationship with CUNY to provide Fellowships that would allow the IT Specialists to work at HRA at the conclusion of the internship, for up to an additional three (3) years; and

WHEREAS, CUNY has the requisite experience and expertise to provide the required services and is ready, willing and able to perform these services to HRA pursuant to the terms and conditions set forth herein.

NOW, therefore, the parties hereto agree as set forth above and as follows:

ARTICLE 1. TERM OF AGREEMENT

1.1 The term of this Agreement shall be from the date of execution of the Agreement through June 30, 2012, unless sooner terminated pursuant to this Agreement.

HRA CUNY IT Fellows Agreement 2011-2012

- 1.2 The Parties shall have the option to renew this Agreement, excluding this provision 1.2, for four additional one (1) year terms, subject to appropriations.

ARTICLE 2. THE IT FELLOWS

- 1.3 Upon completion of the IT Internship Program, HRA will select students with specialized information technology skills ("IT Fellows"), who have participated in the CUNY IT Internship. Fellows will be selected based on their performance during the internship and on the needs of HRA. The Fellows will be allowed to work at HRA for up to an additional three (3) years after the Internship is finished.
- 1.4 IT Fellows will work on-site at HRA for a total of twenty (20) to thirty-four (34) hours per week. Each Fellow's hours of employment will be determined by HRA at the time the Fellowship commences.
- 1.5 IT Fellows will submit bi-weekly timesheets ("Timesheets"), for approval by HRA and CUNY.
- 1.6 The pay scale for IT Fellows is set forth in Article 6 below.

ARTICLE 3. RESPONSIBILITIES OF CUNY

3.1 Pre-Screening and Referral

- 3.1.1 CUNY and HRA will jointly solicit resumes from CUNY IT Interns that will form the basis of a resume bank that will reside at HRA.

3.2 Program Management

- 3.2.1 CUNY will appoint a Program Manager ("CUNY Program Manager") to coordinate the Program, which includes the following tasks:

3.2.1.1 Meet with HRA's Program Manager and other HRA Staff on a regular basis and as required;

3.2.1.2 Submit to HRA all reasonably required administrative documentation, including, but not limited to, monthly budget statements; and

3.2.1.3 Verify the current residence and the student registration status of individuals accepted into the CUNY Fellow Program.

HRA CUNY IT Fellows Agreement 2011-2012

3.3 Research Foundation

3.3.1 Pursuant to a certain Agreement dated October 20, 1983, by and between the Research Foundation of The City University of New York (the "RF") and CUNY, RF will act as the fiscal agent to CUNY and administer the funds for this Agreement. RF, acting as CUNY's fiscal agent for sponsored programs, will prepare monthly invoices, which will be supported by RF's computer printouts.

3.3.2 The funds will be used exclusively for expenditures incurred in connection with this Agreement.

ARTICLE 4. RESPONSIBILITIES OF HRA

- 4.1 HRA will use the resume bank it solicited with CUNY pursuant to 3.1.1 above to select individuals to be interviewed and to designate HRA-approved individuals for hire by CUNY. HRA will designate a Program Manager to coordinate this Agreement.
- 4.2 HRA will determine the hours to be worked by each IT Fellow.
- 4.3 HRA will train and supervise the IT Fellows.
- 4.4 HRA will approve Timesheets and promptly submit them to CUNY.
- 4.5 HRA will promptly review invoices and certify them for payment.
- 4.6 HRA will provide adequate, appropriate office space and computer equipment for IT Fellows.

ARTICLE 5. JOINT HRA/CUNY RESPONSIBILITIES

- 5.1 HRA and CUNY will cooperate on all aspects of the Agreement.
- 5.2 HRA and CUNY will develop job descriptions that will enumerate qualifications and responsibilities for IT Fellows.
- 5.3 HRA and CUNY will develop an evaluation form to be used by HRA to evaluate IT Fellows.

ARTICLE 6. COMPENSATION RATES

HRA will pay the following per diem hourly rates:

IT Fellow Level I	\$15/hour
IT Fellow Level II	\$16/hour
IT Fellow Level III	\$18/hour
IT Fellow Level IV	\$20/hour
IT Fellow Level V	\$22/hour
IT Fellow Level VI	\$24/hour
IT Fellow Level VII	\$25/hour
IT Fellow Level VIII	\$26/hour
IT Fellow Level IX	\$28/hour
IT Fellow Level X	\$30/hour
RF Administrative Charge	10.25%
CUNY Fringe Benefits	As detailed in Exhibit 1

ARTICLE 7. TERMS OF PAYMENTS

7.1 HRA agrees to pay, and CUNY agrees to accept as full payment, for all authorized and approved work performed at rates detailed in Article 6, up to the budgeted level specified in Exhibit 1, 2011-2012 Budget, attached herein and incorporated by reference. If the CUNY Fringe Benefit rates identified in Exhibit 1 increase during the initial term or any renewal, CUNY shall be entitled to reimbursement at the increased rate up to the amount budgeted for Fringe Benefits. In the event that the amount so budgeted is not sufficient to reimburse CUNY for Fringe Benefit rate increases, CUNY will adjust its budgeted line items to account for such increases

provided that the Total Annual Cost identified in Exhibit 1 is not exceeded.

- 7.2 Payment shall be made on the basis of approved invoices submitted on a monthly basis to HRA, with supporting documentation. No invoices will be considered without documentation. Invoices should be submitted to:

Michael Kusila
Program Manager / HRA Fellowship Manager
15 Metrotech Center, 17th Floor
Brooklyn, NY 11201

The following language should be typed on the official Intra-Agency Invoice submitted and should be signed by CUNY's Fiscal Director or by a corresponding official at the RF:

"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 therein has been previously certified and that the amount is solely for the operation of said Program described on this invoice."

ARTICLE 8. PROPERTY

- 8.1. All furnishings, goods, equipment, supplies and other property acquired wholly or in part with funds provided for by the City ("City-owned Property") shall be clearly marked or identified by CUNY as HRA/City-owned Property. During the term of this Agreement and any renewals hereof, such HRA/City-owned Property shall be in the custody, possession or control of CUNY. While in CUNY's custody, possession or control, any such property shall be maintained in first class condition and CUNY shall bear all risk of loss and damages with respect thereto, normal wear excepted. CUNY shall not dispose of City-Owned Property without the prior written approval of HRA. Notwithstanding any other provision of this Agreement, such property as is acquired wholly with CUNY funds will remain the property of CUNY.
- 8.2 CUNY will maintain an up-to-date inventory of any such furniture and equipment as described in subdivision 8.1 above and submit the inventory when requested as part of the last invoice submission.

ARTICLE 9. NOTICE

All notices required by this Agreement shall be delivered by hand or trackable overnight delivery service:

TO THE CITY UNIVERSITY OF NEW YORK

CUNY Institute for Software Design and Development
The City University of New York
101 West 31 Street, 14th Floor
New York, NY 10001
Attn: NYC HRA MOU - IT Fellows
212-652-2861

And, for legal matters:

The Office of General Counsel
The City University of New York
535 East 80th Street
New York, NY 10075
Attn: NYC HRA MOU - IT Fellows
212-794-5382

And, for fiscal matters:

Director of Grants and Contracts
The Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: NYC HRA MOU - IT Fellows
212-417-8400

TO NYC HRA

Mr. Lawrence Fiffer
HRA/MIS
15 Metrotech Center, 12th Floor
Brooklyn, NY 11201
(718)510-8502

ARTICLE 10. RETENTION OF RECORDS

CUNY shall 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 HRA shall have full access to and the right to examine any of said materials during said period.

ARTICLE 11. PUBLICITY AND INTELLECTUAL PROPERTY

- 11.1 The prior written approval of HRA is required before CUNY or any of its employees, servants, agents, or independent contractors, at any time, either during the term of, or after completion or termination of this Agreement, may make any statement or issue any communication to the press bearing on the work performed or data collected under this Agreement.
- 11.2. Instructional materials and curricula used in CUNY for-credit and continuing education courses shall be the sole property of CUNY or as established in CUNY's Intellectual Property Policy.
- 11.3 Any and all materials written or developed by CUNY under the terms of, or specifically for utilization under, this Agreement, shall become the exclusive property of HRA and shall not be used by CUNY except as permitted in subdivision 11.4 below.
- 11.4 CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement, nor of the results and accomplishments thereof, without the prior written approval of HRA, which shall not be unreasonably withheld, denied, delayed or conditioned. In the event such permission is granted, CUNY shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for non-commercial purposes only, such portion of the publication dealing with such aspect of performance, results and/or accomplishments. In preparing any of its own materials based on the CUNY-prepared materials, HRA will give CUNY and the principal investigator full credit.
- 11.5 This Article shall remain in full force and effect following the termination of this Agreement.

ARTICLE 12. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with all 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, and 45 CFR 84 and 85.

ARTICLE 13. CONFIDENTIALITY

- 13.1. All client information obtained, learned, developed, or filed by CUNY or HRA concerning recipients of services, including data contained in official HRA 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.
- 13.2. All of the reports, information, or data furnished, prepared, assembled, or used by CUNY or HRA under this Agreement are to be held confidential, and CUNY agrees that the same shall not be made available to any individual or organization without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been directed by a court to make the disclosure.
- 13.3. Nothing herein shall be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals.
- 13.4. All information about CUNY students obtained by or from CUNY and/or any of its educational units shall be held confidential pursuant to the provisions of The Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g.)
- 13.5. This Article shall remain in full force and effect following the termination of this Agreement.

ARTICLE 14. SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, 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 15. TERMINATION

- 15.1. Either HRA or CUNY shall have the right to terminate this Agreement in whole or in part:
- 15.1.1 without cause, by giving the other party three (3) months' prior written notice; or
 - 15.1.2 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.
- 15.2. HRA shall have the right to terminate this Agreement in whole or in part by giving thirty (30) days' written notice for the following reasons:
- 15.2.1 if Federal or State reimbursement is terminated or not allowed;
 - 15.2.2 if City funds are terminated;
 - 15.2.3 if there is a lack of availability of HRA in-house staffing resources; or
 - 15.2.4 if there is a change in Agency priorities.
- 15.3. In the event that HRA 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 HRA in accordance with the terms of this Agreement.

ARTICLE 16. ASSIGNMENT

Except as referenced in Article 3.3 above, CUNY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any right, title, interest, obligation, duties herein, or CUNY's power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Agreement, unless the prior written approval of the Commissioner of HRA or his/her designee shall first be obtained (which approval shall be attached to the original Agreement), and subject to such conditions and provisions as the Department may deem necessary. No such

approval by the Department shall be deemed in any event or in any manner to provide for incurring any obligation of the Department in excess of the amount specified in Article 7 above. Any such assignment, transfer, conveyance, sublease or other disposition without such approval shall be void.

ARTICLE 17. AMENDMENT

This Agreement may be amended by the parties in writing.

ARTICLE 18. MERGER

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

HRA CUNY IT Fellows Agreement 2011-2012

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

CITY OF NEW YORK
Human Resources Administration

THE CITY UNIVERSITY OF NEW YORK

BY: _____

BY: *Ludwick P. Schupp*

TITLE: _____

TITLE: Senior Vice Chancellor for Legal
Affairs and General Counsel

DATE: _____

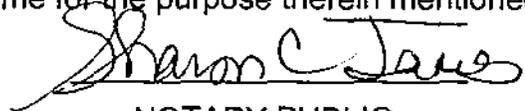
DATE: November 8, 2011

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this NOV day of November 2011, before me personally came Vincent Pulio, to me known and known 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 he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.



NOTARY PUBLIC

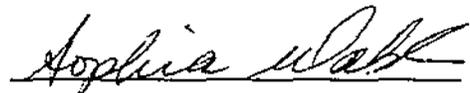
SHARON C. JANS
Commissioner of Dep...
City of New York No. 2-130
Commission Expires April 1, 2012

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 8th day of November, 2011, before me personally Frederick P. Schaffer, to me known and known to be the Senior Vice Chancellor for Legal Affairs and General Counsel of THE CITY UNIVERSITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purpose therein mentioned.



NOTARY PUBLIC

SOPHIA WALSH
Notary Public, State of New York
No. 01WA5023913
Qualified in Queens County
Commission Expires March 29, 2014

EXHIBIT 1 – 2011-2012 BUDGET - follows

EXHIBIT 1 – 2011-2012 BUDGET

Project Budget – FY12

Budget

FY2012 (July 1, 2011 - June 30, 2012)

CUNY IT Fellows: 7/1/11-6/30/12

CUNY IT Fellows: Full-time : 4 X 52 weeks X 34 hours/week x \$22/hour	\$	159,120
Kara Release Time	\$	3,500
Subtotal	\$	162,620

CUNY Fringe Benefits:

IT Fellows: Full-Time @ 38% 7/1/11-6/30/12 (FICA, Workers Comp, Disability, Unemployment Insurance, medical insurance, retirement)	\$	60,466
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Release Time Fringe (33%)	\$	1,155
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MTA Payroll Tax	\$	541
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Subtotal Fringe Benefits	\$	62,162
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Subtotal Direct Costs	\$	224,782
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Miscellaneous Direct Expenditures	\$	1,976
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Total Direct Costs	\$	226,758
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RF/CUNY Contract Administration Charge (10.25% of total direct costs)	\$	23,243
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TOTAL COSTS	\$	250,000
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Notes:

The number of IT Fellows listed is suggested and the HRA and CUNY Program Manager may use their own discretion to hire as many IT Fellows as needed, as long as it does not exceed the agreement amount.