

MODIFICATION AGREEMENT BETWEEN THE CITY OF NEW YORK ACTING THROUGH THE DEPARTMENT OF SOCIAL SERVICES OF THE HUMAN RESOURCES ADMINISTRATION AND THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT.

This MODIFICATION AGREEMENT ("Modification Agreement") is dated as of the 23 day of March, 2012 and is between the Department of Social Services of the Human Resources Administration ("Department", "Agency" or "HRA"), with offices at 180 Water Street, New York, New York 10038, and the Department of Housing Preservation and Development ("HPD"), with offices located at 100 Gold Street, New York, New York 10038 (collectively, "the Parties").

**WITNESSETH:**

WHEREAS, HRA and HPD entered into an interagency cooperative agreement ("the Agreement"), dated May 24, 2010, for HPD to provide emergency transitional housing for HRA clients through the Emergency Vacate Program; and

WHEREAS, the HRA and HPD mutually desire to modify the term of the Agreement and the terms of payment.

NOW, THEREFORE, the Parties agree as follows:

1. **EFFECT OF CHANGES ON THE AGREEMENT**

Except as modified herein, all of the terms, covenants, and conditions of the Agreement shall remain unchanged and in full force and effect.

2. **EFFECTIVE DATE OF MODIFICATIONS**

The terms of this Modification Agreement are retroactive to and effective as of July 1, 2011.

3. **MODIFICATION OF THE TERM OF AGREEMENT**

Article I of the Agreement is hereby modified to extend the term from July 1, 2009 through June 30, 2012 to a new term of July 1, 2009 through June 30, 2014, with two (2) automatic one (1) year renewals, subject to the availability of funds.

4. **MODIFICATION OF THE TERMS OF PAYMENT**

Article 4 is hereby modified to delete Subsections A, B, C, D, and E in their entirety and replaced with new Subsections A, B, C, D and E to read as follows:

- A. *HPD will submit an Intra-City invoice and all supporting documents for payment on a quarterly basis within thirty (30) days of the end of the quarter. Payment to*

*HPD will be in accordance with the Budget, which is incorporated herein and attached as Exhibit 1. The amount of the allocation is to be determined by the Office of Management and Budget (OMB) on an annual basis. HPD's costs in excess of \$1,360,000 for FY 12 and allocated costs for subsequent fiscal years will be borne solely by HPD.*

- B. HPD will submit an expense report to HRA for eligible personnel costs, related fringe benefits, and other-than-personal service (OTPS) costs related to services performed pursuant to the EVP. HPD will also submit supporting documentation in a format deemed acceptable by HRA.*
- C. If any claims for reimbursement are made by HRA for HPD EVP pursuant to this Agreement are disallowed, then HPD shall assume full responsibility for the cost of such services.*
- D. Quarterly expenditure reports and Intra-City invoices should be submitted to:*

*NYC Human Resources Administration  
Finance Office – Bureau of Accounts Payable  
Attn: Dean Rainey, Director  
180 Water Street, 8<sup>th</sup> Floor, Room 807  
New York, NY 10038*

- E. HPD will maintain documentation that supports personnel costs, which contain salary information for each HPD employee dedicated to the EVP.*

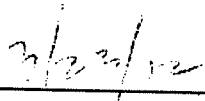
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IN WITNESS WHEREOF, the Parties hereto have executed this Modification Agreement on the dates appearing below their respective signatures.

New York City Human Resources Administration

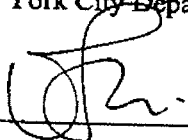
  
\_\_\_\_\_

Signature

  
\_\_\_\_\_

Date:

New York City Department of Housing Preservation and Development

  
\_\_\_\_\_

Signature

  
\_\_\_\_\_

Date

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 23 day of March 20 12, before me personally came Vincent F. DiStasio, to me known and known to me to be Director of the HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL 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 he acknowledged to me that he executed the same for the purpose therein mentioned.

  
NOTARY PUBLIC

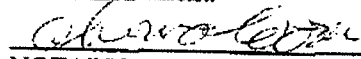
SHARON C. JAMES  
Commissioner of Deeds  
City of New York No. 2-13024  
Commission Expires April 1, 2012

STATE OF )

:SS:

COUNTY OF )

On this 28 day of February 2012, before me personally came Vivian Louie, to me known, who, being by me duly sworn, did depose and say that (s)he resides at 100 Gold St., NY, NY 10038, that (s)he is the Assistant Commissioner of the HPD DPM the corporation described in and which executed the above instrument.

  
NOTARY PUBLIC

CHARRAN COOMA  
Notary Public, State of New York  
No. 41-4915899  
Qualified in Queens County  
Commission Expires December 21, 2013

**Exhibit 1**

**THE EMERGENCY HOUSING RESPONSE TEAM UNIT (EHRT): EVP Grant**

**\$ 1,360,000**

**SUPERVISORS:**

ASSOC RL PR MG \$ 53,535

**EMERGENCY RESPONDERS:**

ASSOC RL PR MG \$ 60,140  
ASSOC RL PR MG \$ 54,419  
REAL PROP MGR \$ 48,428  
REAL PROP MGR \$ 48,597  
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**INTAKE COORDINATORS:**

CLERICAL ASSOC \$ 35,695  
CLERICAL ASSOC \$ 29,597  
SECRETARY \$ 38,535  
CLERICAL ASSOC \$ 32,238

**ADMINISTRATIVE COORDINATORS:**

PRIN ADMIN ASSOC \$ 48,587  
SECRETARY \$ 35,432

**THE CLERICAL AND HOUSING SERVICES UNIT (CHS):**

**CASE MANAGERS, RENTAL COORDINATORS:**

PRIN ADMIN ASSOC \$ 47,185  
PRIN ADMIN ASSOC \$ 51,515  
CLERICAL ASSOC \$ 35,285  
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**ADMINISTRATIVE AND REPORT PROCESSORS:**

CLERICAL ASSOC	\$	47,640
PRIN ADMIN ASSOC	\$	44,210
SECRETARY	\$	31,884
COMM ASST	\$	31,366

**CLERICAL SUPPORT:**

CLERICAL ASSOC	\$	33,390
COMM ASST	\$	31,534
CLERICAL ASSOC	\$	31,881

<b>TOTAL</b>	<b>\$</b>	<b>1,362,255</b>
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COOPERATIVE AGREEMENT BETWEEN  
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION AND  
THE DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

This COOPERATIVE AGREEMENT ("Agreement") is dated as of the 24<sup>th</sup>  
day of MAY, 20 10, and is between the Department of Social Services of  
the Human Resources Administration of the City of New York ("HRA" or "the  
Department"), with offices located at 180 Water Street, New York, New York, 10038 and  
the Department of Housing Preservation and Development ("HPD") with offices located  
at 100 Gold Street, New York, New York, 10038.

WITNESSETH:

WHEREAS, HRA provides temporary assistance to help clients achieve self-  
sufficiency; and

WHEREAS, HPD provides transitional housing services to families displaced  
from their homes as a result of fires, hazardous building conditions, or other emergencies  
through the Emergency Vacate Program ("EVP"); and

WHEREAS, HRA and HPD mutually desire to enter into an Agreement for HPD  
to provide transitional housing services; and

WHEREAS, HPD is ready, willing, and able to provide services on behalf of  
HRA, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 – TERM

The term of this Agreement will be for three (3) years from July 1, 2009 through June 30,  
2012 with two (2) automatic one (1) year renewals, subject to appropriation and  
availability of funds.

ARTICLE 2 – SCOPE OF SERVICES

HPD will provide services through the work of two (2) units: (i) the Emergency Housing  
Response Team (EHRT), and (ii) the Client and Housing Services (CHS) Unit.

- A. Emergency Response and Client Intake
  1. EHRT will remain on call 24/7 to respond to incidents, such as  
fires, natural disasters, and governmental vacate orders, which  
result in the displacement of residential households.



2. HPD will verify that displaced households are eligible for HPD services based on proof of identity and residency at the affected housing units.
  3. EHRT will coordinate with the American Red Cross or other designated agency on providing emergency housing for the initial days of displacement.
  4. EHRT Intake Staff will explore alternative housing options, including a household's friends and/or family. If no viable housing options can be identified, EHRT will refer households to HPD facilities, taking into account the unit size, household size, school affiliation, and other special needs where possible.
  5. EHRT will coordinate property storage services for HPD-registered households (clients) who have not yet moved into permanent housing.
- B. The CHS Unit will work with HPD's Code Enforcement personnel to determine if and when a client's original unit is safe for return. If the client cannot return to the original unit, CHS staff will provide housing search and placement assistance, including referrals to HPD-financed developments.
- C. Case Management and Housing Placement Services
1. HPD will contract with community based organizations ("Providers") and utilize hotels on an as needed basis for emergency housing services. Providers must offer full case management and housing placement services to clients residing in their facilities. HPD Case Managers will offer these services for clients placed in Hotels.
    - a. Providers/Family Living Centers that HPD will contract with include, but are not limited to, the following:
      - i. Convent Avenue Family Living Center, 456 West 129<sup>th</sup> Street, Manhattan
      - ii. HELP New Horizons Family Living Center, 164 Amboy Street, Brooklyn
      - iii. Ruth Fernandez Family Residence, 760 Fox Street, Bronx
    - b. Hotels that HPD will utilize include, but are not limited to, the following:

- i. Harlem Teams, 175 West 137<sup>th</sup> Street, Manhattan
- ii. Latham Hotel, 4 East 28<sup>th</sup> Street, Manhattan
- iii. West Broadway Residence, 601 West 142<sup>nd</sup> Street, Manhattan
- iv. Cambridge Hotel, 141 West 110<sup>th</sup> Street, Manhattan
- v. Yale Hotel 316 West 97<sup>th</sup> Street, Manhattan
- vi. Harlem YMCA, 180 West 135<sup>th</sup> Street, Manhattan
- vii. Stebbins Hotel, 1391 Stebbins Avenue, Bronx
- viii. Greenpoint Hotel, 99 Meserole Avenue, Brooklyn
- ix. Bronx Hotel, 101 East Tremont Avenue,, Bronx
- x. Twelve Towns YMCA, 570 Jamaica Avenue, Brooklyn
- xi. Brooklyn YWCA, 30 3<sup>rd</sup> Avenue, Brooklyn
- xii. Parsons Boulevard YMCA, 89-25 Parsons Boulevard, Queens
- xiii. Flushing/Bayside YMCA, 138-46 Northern Boulevard, Queens
- xiv. Colonial Hotel Annex, 97-70 148<sup>th</sup> Street, Queens

- 2. Case management and housing placement services will include, but are not limited to, counseling, housing readiness workshops, independent living skills training, budget management, housing search assistance, working with clients to apply for all public benefits, and referrals to external support services.
- 3. HPD and Providers will provide services during conventional business hours, Monday through Friday, from 9am to 5pm.

**ARTICLE 3 – REQUIRED PERSONNEL AND SCHEDULE**

HPD will provide EVP services through two (2) program areas with central operations located at 100 Gold Street and field offices located throughout the City.

- A. The Emergency Housing Response Team (EHRT) is wholly dedicated to the functions of this Agreement. The EHRT will consist of:

1. One (1) Supervisor;
  2. Six (6) Emergency Responders;
  3. Six (6) Intake Coordinators; and
  4. Two (2) Program/Administrative Coordinators.
- B. The Client and Housing Services (CHS) Unit is wholly dedicated to the functions of this Agreement. The CHS will consist of:
1. Eighteen (18) Case Managers/Rental Coordinators;
  2. Four (4) Administrative and Report Processors; and
  3. Three (3) Clerical Support Staff.

HPD has the right to adjust the staffing levels of the EHRT and CHS units if the EVP grant does not support the full salaries of the positions listed above.

#### ARTICLE 4 - PAYMENT

- A. HPD will submit claims and all supporting documentation for EVP reimbursement on a quarterly basis within thirty (30) days of the end of the quarter. HRA will in turn submit a claim for these expenditures to the New York State Office of Temporary Disability Assistance (OTDA). Upon receipt of funds from NYS OTDA, HRA will promptly forward, and HPD will accept as full reimbursement, the amount settled by OTDA not to exceed \$1,360,000 for FY 2010. Reimbursement to HPD will be in accordance with the Budget, which is incorporated herein and attached as **Exhibit 1**. The amount of the allocation is to be determined by the Office of Management and Budget (OMB) on an annual basis. HPD's costs in excess of \$1,360,000 for FY 10 and allocated costs for subsequent fiscal years will be borne solely by HPD.
- B. HPD will submit claims to HRA for eligible personnel costs, related fringe benefits, and other-than-personal service (OTPS) costs related to services performed pursuant to the EVP. HPD will also submit supporting documentation in a format deemed acceptable by HRA
- C. If any claims for reimbursement are made by HRA on behalf of HPD pursuant to this Agreement are disallowed, then HPD shall assume full responsibility for the cost of such services.
- D. Quarterly claiming expenditure reports should be submitted to:

**NYC Human Resources Administration  
Finance Office – Bureau of Claims and Reimbursement  
Attn: Director  
180 Water Street, 9<sup>th</sup> Floor – Room 905  
New York, NY 10038**

- E. HPD will maintain documentation that supports the personnel costs for which HPD is claiming reimbursement, which contains salary information for each HPD employee dedicated to the EVP.
- F. The Intra-Agency invoices shall be signed by the Director of HPD's fiscal department or designee and shall 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 this 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 therein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice.”

ARTICLE 5 – PUBLICITY

Neither HPD nor HRA will make any statement to the press concerning the policies and procedures of the other agency as related to the work performed under this Agreement without the prior written permission from the other party.

ARTICLE 6 – RETENTION OF RECORDS

HPD and HRA will retain all books, records, and other documentation relevant to this Agreement for a minimum period of six (6) years after the termination of this Agreement. Any City, State, and Federal auditors and any other person duly authorized by HPD or HRA will have full access and the right to examine any of these materials during this period.

ARTICLE 7 – TERMINATION

Either HPD or HRA may terminate this Agreement by giving thirty (30) days written notice to the other party.

ARTICLE 8 – CONFIDENTIALITY

- A. The information obtained, learned, developed, or filed by HRA or HPD concerning recipients of services from either agency, including data contained in official HRA or HPD files or records, will be held confidential by HPD and HRA pursuant to all applicable laws, including but not limited to, the provisions of the Social Services Act, 42 U.S.C.A.

1308 (1988), and any applicable regulations promulgated there under, and will not be disclosed by either HPD or HRA to any person, organization, agency or other entity, except as authorized or required by law.

- B. All reports, information, or data (“Confidential Materials”) furnished, prepared, assembled or used by HPD or HRA under this Agreement are to be held confidential and must be used for the intended purposes. Each party agrees that Confidential Materials will 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 the disclosing party has been directed by a court to make the disclosure or as required by applicable law and or statute.
- C. This Section will remain in full force and effect following the termination of this Agreement.

#### ARTICLE 9 – MODIFICATION

This Agreement may be modified only through the mutual, written consent of both HRA and HPD.

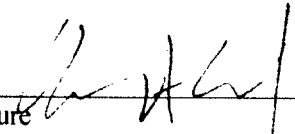
#### ARTICLE 10 – ENTIRE AGREEMENT

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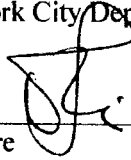
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below their respective signatures.

New York City Human Resources Administration

Signature  \_\_\_\_\_

Date: 5/24/10

New York City Department of Housing Preservation and Development

Signature  \_\_\_\_\_

Date: 5/6/10

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 27<sup>th</sup> day of May 2010, before me personally came Raymond General Counsel, to me known and known to me to be General Counsel of the HUMAN RESOURCES ADMINISTRATION/ DEPARTMENT OF SOCIAL 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 he acknowledged to me that he 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 NY

:SS:

COUNTY OF NY)

On this 6<sup>th</sup> day of May 2010, before me personally came Vivian Louie, to me known, who, being by me duly sworn, did depose and say that (s)he resides at 100 Gold St, NY NY 10038, that (s)he is the Assistant Commissioner of the Office of Property Mgt., the corporation described in and which executed the above instrument.

Charran Cooma  
NOTARY PUBLIC

CHARRAN COOMA  
Notary Public, State of New York  
No. 41-4815008  
Qualified in Queens County  
Commission Expires December 21, 2013

**Exhibit 1**



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