

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement"), dated as of this 24 day of September 2014, 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 Youth and Community Development of the City of New York ("DYCD"), with offices located at 156 William Street, New York, New York 10038.

WITNESSETH:

WHEREAS, DYCD administers a Summer Youth Employment Program ("the SYEP Program") for eligible New York City youth, aged 14 through 20 per the 2014 Temporary Assistance for Needy Families (TANF) Summer Youth Employment Program Guidelines and Reporting Instructions for LDSS, attached herein as **Appendix 1**; and

WHEREAS, HRA desires to provide funding to assist the SYEP Program; through the Office of Temporary and Disability Assistance (OTDA) summer youth allocation and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The term of this Cooperative Agreement will be from July 7, 2014 through August 23, 2014, unless sooner terminated as provided herein and subject to the availability of funds (the "Term").

ARTICLE 2. SCOPE OF SERVICES- DYCD

During the Term, DYCD shall:

- A. Recruit and identify eligible youth, aged 14 through 20 ("Participants"); and
- B. Enroll and manage the youth's participation in the SYEP Program; and provide the SYEP Program work sites; and
- C. Prepare, collect and compile all records for hours worked by the youth by the Monday immediately following the pay period (the "Payroll Records"); and
- D. Provide Participants with appropriate Worker's Compensation or equivalent protection for on-the-job injuries and tort claims protection on the same basis, but not necessarily at the same benefit level as they are provided to HRA personnel in the same or similar positions; and
- E. Issue Payroll Debit Cards to the Participants in the SYEP Program; and
- F. Issue W-2 forms for each Participant in the SYEP Program on the last business day of January 2014 and mail such W-2 forms to each Participant.

ARTICLE 3. NUMBER OF WORK HOURS

For a seven (7) week period commencing on or after July 7, 2014, and concluding on August 23, 2014 (“Program Duration”), Participants shall work the number of hours per week to be determined by the work program into which each Participant is enrolled, up to a maximum of 25 hours per week at a wage rate of \$8.00 per hour.

ARTICLE 4. TERMS OF PAYMENT

- A. Reimbursable Agreement – HRA agrees to submit a claim on behalf of DYCD to OTDA on the basis of inter-agency annual expenses submitted to HRA with supporting documentation in an amount not to exceed \$14,453,761.00 (2014 SYEP allocation per 14-LCM-07), as specified in the budget annexed hereto as **Appendix 2**. HRA shall reimburse DYCD an amount equal to that which is reimbursed to HRA by OTDA. If any portion of the claim made by HRA on behalf of DYCD is disallowed by OTDA, then DYCD shall assume full responsibility for the cost of those services.
- B. Schedule of Payment – Upon receipt of reimbursement from OTDA, HRA shall remit to DYCD a payment for approved actual expenses for the year covered in DYCD’s Expenditure Report, submitted pursuant to **Paragraphs C and D** below, minus any advance amounts HRA may have already submitted to DYCD. If the amounts of the advances exceed the approved actual expenses, then DYCD will reimburse HRA for such amounts. SYEP Program related claims must be for services provided during the period May 1, 2014 through September 30, 2014. Expenditures for such services must be made by October 31, 2014 and claims for these expenditures must be submitted to HRA Finance by November 20, 2014 for submission to OTDA by HRA no later than December 31, 2014.
- C. Expenditure Report – DYCD shall submit an Expenditure Report itemizing DYCD’s actual expenditures, including Personnel Services under the SYEP Program. A summary of the year’s PS expenditures allocated by percentage of time involved in the scope should be included. The summary of expenditures will become the claiming document. The Expenditure Report must be received by HRA’s Bureau of Claims and Reimbursement no later than November 20, 2014. The Expenditure Report will be submitted with appropriate supporting documentation in order for HRA to file the claim on behalf of DYCD. The Expenditure Report for the period through September 30, 2014 shall be submitted to:

NYC Human Resources Administration
Finance Office- Bureau of Claims and Reimbursement
Attn: Betty Harris, Bureau Director
180 Water Street, 9th Floor
New York, NY 10038

- D. The Inter-Agency expenditure reports shall be signed by the Director of DYCD's fiscal department or designee and shall include the following typed language:

"I hereby certify that this expenditure report is for articles received, services rendered or amounts expended on behalf of the City of New York, that this is correct as to price and amount, that it is necessary for the proper transaction of 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 the expenditure report."

ARTICLE 5. NOTICES AND COMMUNICATIONS

All notices and communications to the parties under this Cooperative Agreement shall be delivered by hand or sent via facsimile, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery service that provides a receipt to the sender. All fiscal notices and correspondence shall be delivered to the following addressee and address:

HRA
180 Water Street, 11th Floor
New York, NY 10038
Attn: Executive Deputy Commissioner of Finance

Legal notices to DYCD should be delivered to the following addressee and address:

Office of Legal Affairs
New York City Department of Youth and Community Development
156 William Street, New York, NY 10038

ARTICLE 6. RETENTION OF RECORDS

DYCD shall retain all books, records, and other documentation relevant to this Cooperative Agreement for a period of six (6) years after the final payment or termination of this Cooperative 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 7. COMPLIANCE WITH LAW

The services rendered under this Cooperative 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 8. CONFIDENTIALITY

- A. All public releases and publications that contain confidential and/or protected information obtained pursuant to this Agreement, including but not limited to written press releases, prepared comments for press conferences or other oral presentations, conference presentations, letters, and analytic, journal, newspaper and magazine articles, shall be submitted to each Party's representative (the signatories of this Agreement) for review prior to dissemination or submission of the material. Should this review indicate the need for modifications, the Parties shall make the modifications and resubmit the documents for final approval. If the Parties are still unable to reach an agreement, the Parties will develop a mutually agreed upon disclaimer to include in the public release or publication.
- B. The Parties agree to hold confidential all protected client specific information obtained pursuant to this Cooperative Agreement, and to abide by the provisions of New York State Social Services Law; New York State Public Health Law Article 27F; New York State Mental Health Laws; New York State Public Officers Laws; and all applicable federal and state laws and regulations.
- C. Any disclosure of HIV-related information shall have the following written statement accompany it:

“This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”
- D. All provisions of this Article shall remain in full force and effect following the termination or cessation of the services required by this Cooperative Agreement.

ARTICLE 9. CIVIL RIGHTS

The Parties agree that, in the prosecution of this Agreement, they shall comply with the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 C.F.R Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 C.F.R. Parts 84 and 85.

ARTICLE 10. SUPERVISION & INPUT

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 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 11. REPORTS

HRA shall provide any reports and documents that will enable DYCD to perform its duties under this agreement.

ARTICLE 12. TERMINATION

- A. Either HRA or DYCD shall have the right to terminate this Cooperative Agreement in whole or in part:
 - 1. Without cause, by giving the other party thirty (30) days' prior written notice to such effect; or
 - 2. Immediately, if for cause, as determined by HRA or DYCD exercising its reasonable judgment.
- B. HRA shall have the right to terminate this Cooperative Agreement in whole or in part immediately if Federal or State reimbursement is terminated or not allowed.
- C. In addition, HRA shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and level of services in the event of a reduction or discontinuance of such funds by action or change of Federal, State or City government policy, law or regulation.
- D. In the event of termination of this Agreement, for whatever cause, HRA will pay all costs and uncancellable obligations incurred up to and including the effective date of such termination.

ARTICLE 13. MODIFICATION

This Cooperative Agreement may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

ARTICLE 14. POSTING ON NYC.GOV

Pursuant to Local Law 40 of 2011, the Parties understand that this agreement may be posted on NYC.gov within thirty (30) days of execution.

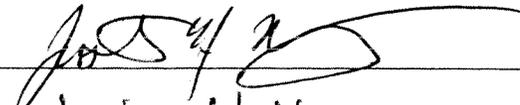
ARTICLE 15. ENTIRE AGREEMENT

This written Cooperative 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 Cooperative Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

THE CITY OF NEW YORK
Department of Youth and Community Development

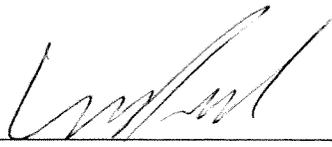
BY: 

Name: Justin Walter

Title: Assistant Commissioner, Finance

Date: 7/30/14

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

BY: 

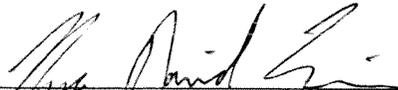
Name: Vincent Alu

Title: ALCO

Date: 9/24/14

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 30th day of July 20 14, before me personally came Justin Walter of the New York City Department of Youth and Community Development, to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

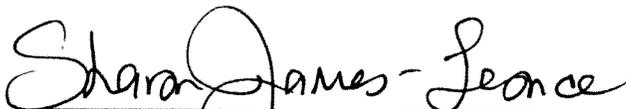


NOTARY PUBLIC

Ryan David Servais
Notary Public, State of New York
Qualified in Kings County
Commission Expires June 13, 2015
No. 02SE6242992

STATE OF NEW YORK)
COUNTY OF NY)ss:

On this 24th day of September 20 14, before me personally came Vincent Bullo, to me known to be the ACS of the Human Resources Administration, and who executed the foregoing agreement, and acknowledge to me that s/he executed the foregoing as such for the purposes therein mentioned.



NOTARY PUBLIC

SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13026
Certificate Filed in New York County
Commission Expires May 01, 20 16

Appendix 1

2014 New York State SYEP Guidelines and Reporting Instructions for Districts

2014 Program Changes

Listed below are important program changes for 2014:

- New State Minimum Wage of \$8.00.
- All SYEP participants must be paid at least the State Minimum Wage for any hours of employment.

Eligible New York State SYEP Participants

Eligible participants include youth ages 14 to 20 that are:

- Family Assistance (FA) Recipients - in receipt of cash assistance under the FA category;
- Former FA Recipients – have reached their 60-month limit on TANF and have transitioned to Safety-Net (SN) assistance; or
- Eligible under the 200% of Poverty Guidelines – member of a household (individual or family) with income at or below 200% of the federal poverty level but not in receipt of FA or SN. Annual poverty standards are outlined below.

200% of Federal Poverty Guidelines Chart TANF Program Year June 1, 2014 through May 31, 2015

Family Size	Annual Income	Monthly Income	Bi-Weekly Income	Weekly Income
1	\$23,340	\$1,945	\$898	\$449
2	\$31,460	\$2,622	\$1,210	\$605
3	\$39,580	\$3,298	\$1,522	\$761
4	\$47,700	\$3,975	\$1,835	\$917
5	\$55,820	\$4,652	\$2,147	\$1,073
6	\$63,940	\$5,328	\$2,459	\$1,230
7	\$72,060	\$6,005	\$2,772	\$1,386
8	\$80,180	\$6,682	\$3,084	\$1,542
For Family units with more than eight members, add				
	\$8,120	\$677	\$312	\$156

New York State SYEP Certification Process

- Local Commissioners Memorandum (00-LCM-20) remains the guiding document for certification requirements, and the attached TANF Youth Services Application form (LDSS-4770) will continue to be used to establish participant eligibility.

Allowable New York State SYEP Costs and Services

Allowable costs and services include:

- Work subsidies for youth – payment to employer or third party
- Education and training
- Supportive services including:
 - Transportation for employed person to work or to attend training
 - Counseling and employment related services
 - Incentive payments

New York State Child Labor Law

- SYEP operators must ensure that youth participants are assigned work activities which are allowable under federal and State labor laws. Provisions exist in the Fair Labor Standards Act (FLSA) and the New York State Labor Law governing the employment of minors. The NYS Department of Labor (DOL), Division of Labor Standards (DLS) enforces the laws governing employment of all minors including those employed through SYEP. Attached is an updated list of allowable occupations by age compiled by staff from DLS to use as a resource for matching participants with appropriate types of work for their age. Further information regarding employment of minors, including minimum wage requirements, can be found at:

www.labor.state.ny.us/workerprotection/laborstandards/workprot/minors.shtm

This site also includes contact information for DOL's Division of Labor Standards District Offices.

- The State Minimum Wage is currently \$8.00 an hour and all SYEP participants must be paid at least that rate for any hours of employment.

Program Dates

Funding is available for allowable SYEP expenditures made from May 1, 2014 to September 30, 2014. Expenditures for such services must be made by October 31, 2014, and final claims for these expenditures must be submitted to OTDA no later than December 31, 2014.

SYEP Allocations

Social Services Districts (districts) were notified of their 2014 New York State SYEP allocation through a Local Commissioner Memorandum, 14-LCM-07. Each district completed a New York State SYEP Designation Form indicating how the program will be administered.

Performance Goals / Planned Program Details

SYEP operators must complete the attached report to indicate the number of youth that will be employed and participate in educational activities, and to provide general information on program timeframes and activities.

Program Reporting Elements and Schedule

The 2014 Final Report will require each district that administers a SYEP to report on youth served by zip code. Program administrators must ensure that this information is obtained for each participant enrolled. An excel spreadsheet report form has been included as part of the 2014 Final Report to capture this information.

The following New York State SYEP documents are attached and must be completed and returned by the date indicated to Melissa Alexander at the address provided below:

Document	Due Date
<ul style="list-style-type: none"> ▪ 2014 SYEP District Performance Goals – Planned Program Details ▪ Provider Certification Agreement ▪ 2014 SYEP District Contact Information 	June 18, 2014
<ul style="list-style-type: none"> ▪ 2014 SYEP District Final Report 	October 17, 2014

Melissa Alexander
Office of Temporary and Disability Assistance
Center for Employment and Economic Supports
40 North Pearl Street – 11D
Albany, NY 12243
(518) 473-6207 (FAX)
Melissa.Alexander@otda.ny.gov

Program Oversight

OTDA program staff from the Center for Employment and Economic Supports will be conducting onsite program reviews to determine if:

- program eligibility is correctly determined for participants;
- case files include required applications and supporting documentation;
- activities and services provided are allowable under the program guidelines; and
- SYEP administering agencies are providing appropriate oversight of program operations.

OTDA audit staff from the Office of Audit and Quality Improvement (A&QI) will be conducting reviews in selected SYEP sites to determine if:

- reported amounts are in agreement with the official books of entry;
- participant costs are properly supported;
- operational costs are properly supported; and
- the cost of staff that provide direct program services are properly allocated.

Local District Claiming Forms and Instructions

Please refer to 14-LCM-07 dated May 14, 2014 for the 2014 New York State SYEP claiming instructions.

OTDA Contacts

Program Questions:

Melissa Alexander
(518) 473-3018
Melissa.Alexander@otda.ny.gov

Financial/Claiming Questions:

Regions 1 – 5 Contact:
Edward Conway
(518) 474-7549
Edward.Conway@otda.ny.gov

Region 6 Contact:
Michael Simon
(212) 961-8250
Michael.Simon@otda.ny.gov

Appendix 2

SUMMER PROGRAM 2014_ FY15 BUDGET

SYEP STATE FUNDS BUDGET BREAKDOWN

Cost Category	Expense BC	OC	State
<u>Programatic Cost:</u>			
Wages to participants	3710	7240	\$ 9,997,947
FICA (7.65%)	3710	7250	\$ 764,843
MTA Payroll commuter tax	3710	7250	\$ 33,993
Contractual Expenses (9 months)	3710	6780	\$ 3,289,228
'Contractual Expenses (3 months) (For the Start-up Cost of PY15/FY16)	3710	6780	\$ -
Payroll Processing	3710	6860	\$ 217,140
Worker's Compensation	3710	7040	\$ 6,072
Metrocards	3710	4510	\$ -
Admin to 311 - 5006	5006	0310	\$ 144,538
Programatic Total Projection			\$ 14,453,761
Budget Amount on LCM from State			\$ 14,453,761
Surplus/(Deficit)			\$ -
Budgeted Slots			10,121
Estimated Enrollment @ 4%			10,526

Note: The Revenue BC and Revenue Source for the State Fund is '3112 - 11957 respectively.