

THIS COOPERATIVE AGREEMENT (“Agreement”), dated as of this 1 day of July 2015 between the City of New York, acting through the Department of Social Services / Human Resources Administration (“HRA” or the “Agency”), located at 150 Greenwich Street, New York, New York 10007; and the City of New York, acting through the Department of Youth and Community Development (“DYCD”), located at 2 Lafayette Street, , New York, New York 10007 (collectively “the Parties”).

WHEREAS, DYCD administers a Summer Youth Employment Program (“the SYEP Program”) for eligible New York City youth, aged 14 through 20 per the 2015 Temporary Assistance for Needy Families (TANF) Summer Youth Employment Program Guidelines and Reporting Instructions of LDSS, attached herein as **Appendix I**; 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 6, 2015 through December 31, 2015, 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, either directly or indirectly through funded contractors:

- 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 2016 and mail such W-2 forms to each Participant.

ARTICLE 3. NUMBER OF WORK HOURS

For a six (6) week period commencing on or after July 6,2015 and concluding on or about August22, 2015 (“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 the minimum wage (currently, \$8.75 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 \$15,468,388.00 (2015 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, 2015 through September 30, 2015. Expenditures for such services must be made by October 31, 2015 and claims for these expenditures must be submitted to HRA Finance by November 20, 2015 for submission to OTDA by HRA no later than December 31, 2015.
- 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, 2015. 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, 2015 shall be submitted to:

NYC Human Resources Administration
Finance Office- Bureau of Claims and Reimbursement
Attn: Betty Harris, Bureau Director
150 Greenwich Street, 34th Floor
New York, NY 10007

- 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, and 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 COMMUNICATION

All notices and communication to the parties under this Cooperative Agreement shall be delivered by hand or sent by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery services that provides a receipt to the sender, and sent to the parties at the following addresses:

Human Resources Administration
150 Greenwich Street, 34th Floor
New York, NY 10007
Attn: Executive Deputy Commissioner of Finance

Office of Legal Affairs
New York City Department of Youth and Community Development
2 Lafayette Street, 14th Floor
New York, NY 10007

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 persons duly authorized by HRA shall, with reasonable notice to DYCD or its contractors, have full access to and the right to examine any of said materials during said period

ARTICLE 7. COMPLIANCE WITH LAW

- A. The Services rendered under this Agreement shall be performed in accordance with the 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, 45 CFR 84, and 45 CFR 85.
- B. Pursuant to Local Law 40 of 2011, the Parties understand that this Cooperative Agreement may be posted on NYC.gov within thirty ("30") days of execution.

ARTICLE 8. CONFIDENTIALITY

- A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA and DYCD files or records, shall be held confidential pursuant to the provisions of all applicable federal, state, and local laws and codes, and shall not be disclosed to any persons, organization, agency, or other entity except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- B. All of the reports, information or data furnished to, or prepared, assembled, or used under this Agreement are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval by HRA and/or DYCD as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- 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.”

ARTICLE 9. SUPERVISION

In Compliance with the New York State Office of Temporary and Disability Assistance’s (“OTDA”) Fiscal Reference Manual (“FRM”), Volume 3, 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 10. REPORTS

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

ARTICLE 11. TERMINATION

- A. Each Party shall have the right to terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice to the other Party, or immediately for cause.

- B. HRA shall have the right to terminate this 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 cancellable obligations incurred up to and including the effective date of such termination.

ARTICLE 12. MODIFICATION

This Agreement may be modified upon mutual agreement between the parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

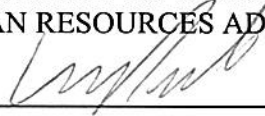
ARTICLE 13. ENTIRE AGREEMENT

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 hereto have executed this Agreement on the dates appearing below their respective signatures.

THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

BY 

TITLE 

DATE 6/1/15

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

BY 

TITLE General Counsel

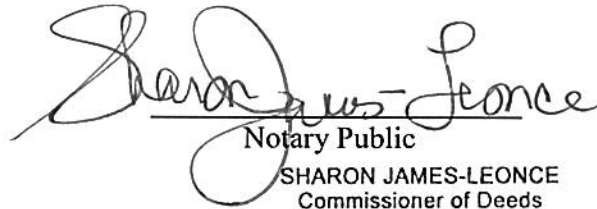
DATE 6/25/16

STATE OF NEW YORK)

:ss

COUNTY OF NEW YORK)

On this 1 day of July 15 2014, before me personally came Vincent Pallo
to me known and known to me to be Acco of
the HUMAN RESOURCES AMINISTRATION/ DEPARTMENT OF SOCIAL
SERVICES of the CITY OF NEW YORK, the person described in and who executed
the foregoing instrument, and she/he acknowledged to me that she/he executed the
same for the purpose 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, 2016

STATE OF NEW YORK)

:ss

COUNTY OF NEW YORK)

On this 25th day of June 2015, before me personally came Caroline Press,
to me known and known to me to be General Counsel of
the DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT of the
CITY OF NEW YORK, the person described in and who executed the foregoing
instrument, and she/he acknowledged to me that she/he executed the same for the
purpose therein mentioned.


Notary Public



APPENDIX 1

2015 New York State SYEP Guidelines and Reporting Instructions for Districts

2015 Program Changes

Listed below are important program changes for 2015:

- New State Minimum Wage of \$8.75.
- All SYEP participants must be paid at the State Minimum Wage rate 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, 2015 through May 31, 2016**

Family Size	Annual Income	Monthly Income	Bi-Weekly Income	Weekly Income
1	\$23,540	\$1,962	\$905	\$453
2	\$31,860	\$2,655	\$1,225	\$613
3	\$40,180	\$3,348	\$1,545	\$773
4	\$48,500	\$4,042	\$1,865	\$933
5	\$56,820	\$4,735	\$2,185	\$1,093
6	\$65,140	\$5,428	\$2,505	\$1,253
7	\$73,460	\$6,122	\$2,825	\$1,413
8	\$81,780	\$6,815	\$3,145	\$1,573

For Family units with more than eight members, add

\$8,320	\$693	\$320	\$160
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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
- Financial Literacy
- 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 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 \$8.75 an hour and all SYEP participants must be paid at least this rate for any hours of employment.

Program Dates

Funding is available for allowable SYEP expenditures made from May 1, 2015 to September 30, 2015. Expenditures for such services must be made by October 31, 2015, and final claims for these expenditures must be submitted to OTDA no later than December 31, 2015.

SYEP Allocations

Social services districts (districts) were notified of their 2015 New York State SYEP allocation through a Local Commissioner Memorandum, 15-LCM-07. Each district completed a New York State SYEP Designation Form indicating how the program will be administered.

Program Reporting Elements and Schedule

- 2015 SYEP District Performance Goals / Planned Program Details: SYEP program 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.
- 2015 SYEP District Final Report: Each district that administers a SYEP is required to provide final enrollment information and demographics as well as report on youth served by zip code. Program operators must ensure that this information is obtained for each participant enrolled. An excel spreadsheet report form has been included as part of the 2015 Final Report to capture this information.
- 2015 SYEP District Program Summary: SYEP program operators will be required to provide final program information regarding the overall design and implementation of the 2015 SYEP.

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
▪ 2015 SYEP District Performance Goals / Planned Program Details	June 19, 2015
▪ 2015 SYEP District Final Report ▪ 2015 SYEP District Program Summary (new)	October 16, 2015

Melissa Alexander
Office of Temporary and Disability Assistance
Center for Employment and Economic Supports
40 North Pearl Street – 11D
Albany, NY 12243
(518) 486-7650 (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 15-LCM-07 dated May 6, 2015 for the 2015 New York State SYEP claiming Instructions.

OTDA Contacts

Program Questions:

Luke Posniewski
(518) 473-2521
Luke.Posniewski@otda.ny.gov

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

Financial/Claiming Questions:

Regions 1 – 4 Contact:
Daniel Stuhlman
(518) 474-7549
Daniel.Stuhlman@otda.ny.gov

Regions 5 & 6 Contact:
Michael Simon
(212) 961-8250
Michael.Simon@otda.ny.gov

APPENDIX 2

SUMMER PROGRAM 2015_ FY16 BUDGET

SYEP STATE FUNDS BUDGET BREAKDOWN

Cost Category	Expense BC	OC	State
<u>Programatic Cost:</u>			
Wages to participants	3711	7240	\$ 10,929,747
FICA (7.65%)	3711	7250	\$ 836,126
MTA Payroll commuter tax	3711	7250	\$ 37,161
Contractual Expenses (9 months)	3711	6780	\$ 3,287,571
'Contractual Expenses (3 months) (For the Start-up Cost of PY16/FY17)	3711	6780	\$ -
Payroll Processing	3711	6860	\$ 217,030
Worker's Compensation	3711	7040	\$ 6,069
Metrocards	3711	4510	\$ -
Admin Cost allocated - '311/5006	5006	0310	\$ 154,684
Programatic Total Projection			\$ 15,468,388
Budget Amount on LCM from State			\$ 15,468,388
Surplus/(Deficit)			\$ -
Budgeted Slots			10,116
Estimated Enrollment @ 4%			10,520