

**THIS COOPERATIVE AGREEMENT** ("Agreement"), dated as of this 29<sup>th</sup> day of March 2016 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 2016 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 5, 2016 through December 31, 2016, 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 2017 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 5, 2016 and concluding on or about August 20, 2016 ("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, \$9.00 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 \$16,005,796.00 (2016 SYEP allocation per 16-LCM-06), 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, 2016 through September 30, 2016. Expenditures for such services must be made by October 31, 2016 and claims for these expenditures must be submitted to HRA Finance by November 20, 2016 for submission to OTDA by HRA no later than December 31, 2016.
- 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, 2016. 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, 2016 shall be submitted to:

NYC Human Resources Administration  
Finance Office- Bureau of Claims and Reimbursement  
Attn: Betty Harris, Bureau Director  
150 Greenwich Street, 34<sup>th</sup> 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, 34<sup>th</sup> 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, 14<sup>th</sup> 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.

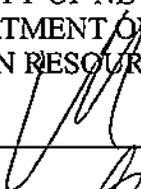
**ARTICLE 13. ENTIRE AGREEMENT**

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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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 HR

DATE 3/29/17

THE CITY OF NEW YORK  
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

BY 

TITLE General Counsel

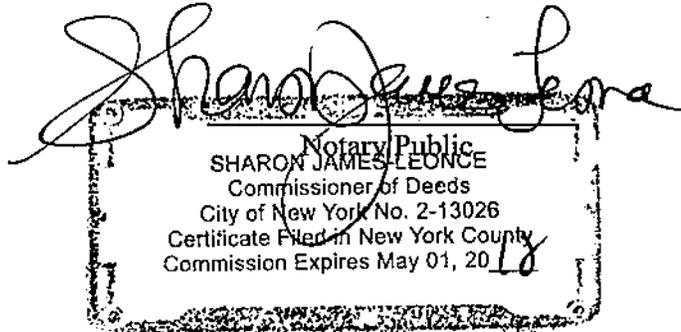
DATE 3/23/17

STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On this 29<sup>th</sup> day of Mar 2014, before me personally came Vince Pullo  
to me known and known to me to be ACCY 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 she/he acknowledged to me that she/he  
executed the same for the purpose therein mentioned.



STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On this 23<sup>rd</sup> day of March 2017, 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.

Jessica Rickards  
Notary Public

JESSICA L. RICKARDS  
Notary Public, State of New York  
No. 02R16305652  
Qualified in Kings County  
Commission Expires June 09, 2018

**APPENDIX 1**

## 2016 New York State SYEP Guidelines and Reporting Instructions for Districts

### 2016 Program Changes

Listed below are important program changes for 2016:

- New State Minimum Wage of \$9.00. All SYEP participants must be paid at least the State Minimum Wage rate for any hours of employment.
- Pursuant to Chapter 421 of the Laws of 2014, SYEP operators are required to include a financial literacy education program for teenagers and young adults as part of the 2016 SYEP. To comply with this statutory requirement, a financial literacy component must be in place for all SYEP participants by July 1, 2016. Information regarding best practices and a compilation of online resources related to financial literacy were distributed to all SYEP operators in a letter dated January 25, 2016.

### 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, 2016 through May 31, 2017**

Family Size	Annual Income	Monthly Income	Bi-Weekly Income	Weekly Income
1	\$23,760	\$1,980	\$914	\$457
2	\$32,040	\$2,670	\$1,232	\$616
3	\$40,320	\$3,360	\$1,551	\$775
4	\$48,600	\$4,050	\$1,869	\$935
5	\$56,880	\$4,740	\$2,188	\$1,094
6	\$65,160	\$5,430	\$2,506	\$1,253
7	\$73,440	\$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

### **New York State SYEP Certification Process**

- Local Commissioners Memorandum (00-LCM-20) remains the guiding document for certification requirements. The attached TANF Youth Services Application form (LDSS-4770) was revised in February 2016, and will continue to be used to establish participant eligibility. Note that school lunch was removed as an eligibility category for TANF services and therefore may not be used to determine eligibility for the NYS SYEP.

### **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](http://www.labor.state.ny.us/workerprotection/laborstandards/workprot/minors.shtm)

This site also includes contact information for DLS District Offices.

- The State Minimum Wage is currently \$9.00 an hour and all 2016 NYS SYEP participants must be paid at least this rate for any hours of employment.

### **Program Dates**

Funding is available for allowable expenses incurred for SYEP services from May 1, 2016 to September 30, 2016. Expenditures for such services must be made by October 31, 2016, and final claims for these expenditures must be submitted to OTDA no later than December 31, 2016.

### **SYEP Allocations**

Social services districts (districts) were notified of their 2016 New York State SYEP allocation through a Local Commissioner Memorandum, 16-LCM-06. Each district completed a New York State SYEP Designation Form indicating how the program will be administered.

**Program Reporting Elements and Schedule**

- 2016 NYS 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 enrolled in educational activities, and to provide general information on program timeframes and participating worksites. In addition, SYEP program operators are asked to provide descriptions of their educational and/or financial literacy components, as well as efforts made to target specific youth groups.
- 2016 NYS SYEP Provider Certification Agreement: This form must be completed by any entity other than the district responsible for determining TANF eligibility.
- 2016 NYS 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 2016 Final Report to capture this information.
- 2016 NYS SYEP District Program Summary: SYEP operators will be required to provide final program information regarding the overall design and implementation of the 2016 SYEP. Program operators are also asked to provide a list of all 2016 NYS SYEP worksites, the number of youth employed at each worksite, and the type of worksite (non-profit, public or private) as part of the 2016 District Program Summary.

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

<b>Document</b>	<b>Due Date</b>
▪ 2016 NYS SYEP District Performance Goals / Planned Program Details ▪ 2016 Provider Certification Agreement	June 17, 2016
▪ 2016 NYS SYEP District Final Report ▪ 2016 NYS SYEP District Program Summary	October 14, 2016

**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](mailto: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 16-LCM-06 dated May 12, 2016 for the 2016 New York State SYEP claiming instructions.

## **OTDA Contacts**

### **Program Questions:**

Melissa Alexander  
(518) 473-3018  
[Melissa.Alexander@otda.ny.gov](mailto:Melissa.Alexander@otda.ny.gov)

Matthew Oleyourryk  
(518) 408-3990  
[Matt.Oleyourryk@otda.ny.gov](mailto:Matt.Oleyourryk@otda.ny.gov)

### **Financial/Claiming Questions:**

Daniel Stuhlman (Regions 1-4)  
(518) 474-7549  
[Daniel.Stuhlman@otda.ny.gov](mailto:Daniel.Stuhlman@otda.ny.gov)

Michael Simon (Regions 5-6)  
(212) 961-8250  
[Michael.Simon@otda.ny.gov](mailto:Michael.Simon@otda.ny.gov)

**APPENDIX 2**

**SUMMER PROGRAM 2016\_ FY17 BUDGET**

**STATE SYEP BUDGET BREAKDOWN**

Cost Category	Expense		Budget
	BC	OC	
<b><u>Programatic Cost:</u></b>			
Wages to participants	3710	7240	\$ 11,324,316
FICA (7.65%)	3710	7250	\$ 866,310
MTA Payroll commuter tax	3710	7250	\$ 38,503
Contractual Expenses	3710	6780	\$ 3,367,372
Payroll Processing	3710	6860	\$ 222,298
Worker's Compensation	3710	7040	\$ 6,217
Unemployment Insurance	3710	4510	\$ 20,722
Admin Cost allocated - '311/5006	5006	0310	\$ 160,058
Total SYEP Budget Breakdown			\$ 16,005,796
Budget Amount on LCM from State			\$ 16,005,796
Surplus/(Deficit)			\$ (0)
Budgeted Slots			10,361
Estimated Enrollment @ 4%			10,776

The Revenue BC and Revenue Source for the State Fund is '3112 & 11957 respectively.