INTERAGENCY AGREEMENT

between

NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

and

THE CITY UNIVERSITY OF NEW YORK

for

WORK, LEARN AND GROW EMPLOYMENT PROGRAM CAREERREADY

(September 1, 2021 – June 30, 2022)

This **Interagency Agreement** ("Agreement"), is made by and between the **City of New York** (the"City"), acting through its **Department of Youth and Community Development** (the "Agency"or "DYCD"), and **The City University of New York** ("CUNY") acting on behalf of **Kingsborough Community College** (the "College"). The Agency and College are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, DYCD funds community-based organizations ("Providers") to operate the Work, Learn and Grow Employment Program ("WLGEP"), which provides workforce development programming for youth between the ages of sixteen (16) and nineteen (19); and

WHEREAS, Agency seeks to expand college and career exploration opportunities to WLGEP Participants ages sixteen (16) to nineteen (19) consistent with its mission to provide advancement opportunities for NYC youth, as more fully described herein; and

WHEREAS, CUNY, through the College, is willing and able to provide college and career exploration programming provided by CUNY instructors, through the following CUNY courses: Student Development ("SD")10, SD11, and SD12 (the "courses"), which are established courses at the College, to enrolled WLGEP Participants, and WLGEP Participants who successfully complete the course requirements for the SD10, SD11, and SD12 courses will be eligible to earn CUNY academic credit;

WHEREAS, due to the ongoing safety concerns regarding, and the changes to workplace structures caused by, the novel coronavirus, COVID-19, the Parties have further agreed that WLGEP services may be delivered with a blend of in- person and remote services, and agree to make good faith efforts to work together throughout theprogram period to adapt program services in response to any updates to safety guidelines; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, Agency and the College agree as follows:

ARTICLE 1

TERM

The term of this Agreement shall commence on September 1, 2021, and expire on June 30, 2022 ("Term"), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article 4 herein.

ARTICLE 2
SCOPE OF SERVICES

During the Term, the College shall be responsible for providing college and career exploration programming to enrolled WLGEP participants ("Program" or "Services") set forth in the *Scope ofWork*, attached hereto and made a part hereof as Exhibit A and any modifications to Exhibit A, as mutually agreed upon by the Parties in writing. Exhibits A and B are hereby attached hereto.

ARTICLE 3
COMPENSATION & PAYMENT SCHEDULE

Agency shall pay the College, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed four hundred eighty four thousand eight hundred nine dollars (**$484,809**) for all Services to be performed during the Term, as reportedto, verified and approved by Agency. All payments shall be made in accordance with the DYCD Fiscal Manual, which is available at https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page and hereby incorporated into the Agreement, the "Payment Schedule" set forth in Article 3, Section A below, and the Budget, attached hereto and made a part hereof as Exhibit B. Agency shall transfer funding to CUNY via the Intra-City budget modification process for thenot to exceed aggregate amount set forth herein. The Agency shall complete the necessary IETC (internal exchange transaction intra-city) payment within thirty (30) days of date this Agreement is signed.

A. Payment Schedule. DYCD shall transfer funds to CUNY upon execution of this Agreement. CUNY shall submit one invoice and supporting documentation via the intra-city invoice format no later than July 31, 2022, which shall total no more than $484,809 for expenses incurred during the period September 1, 2021, through June 30, 2022. The invoice shall be sent to: DYCDAccountsPayable@dycd.nyc.gov.

B. Prior to making any modifications to line items in the Budget, reallocations or other changes, CUNY shall submit a written request for approval of the modification to Agency. CUNY shall not make any such changes without the prior approval of Agency.

C. This Agreement is funded in whole or in part by funds secured by Agency from the City government and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the City government,Agency shall, subject to the terms of Article 4, have, in its sole discretion, the right to terminatethis Agreement or to reduce the funding and the corresponding level of Services caused by such action by the City government provided that all program expenditures up to the date of the termination are paid in full by Agency.

D. Without limiting any of Agency's other rights or remedies, and subject to the

subparagraphs 1and 2 below, Agency shall have the right to recoup payments made to CUNY by requiring repayment by CUNY in the event that CUNY has received monies that are reasonably determined to be prohibited under this Agreement.

1. At least thirty (30) days prior to exercising its right to recoup payments, Agency shall provide written notice to CUNY setting forth the nature and amount of the payments determined by Agency to be invalid or disallowed under this Agreement and the basis forsuch determination.

2. CUNY shall have ten (10) business days after its receipt of such written notice to respondto such Agency determination in writing. Agency shall reasonably consider CUNY's response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of CUNY's response.

E. Each Intra-City invoice shall be signed by the College's Vice President for Finance and Administration (currently Eduardo Rios) and shall include the following 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 it is correct as to price and amount, that it is necessary forthe proper transaction of the business of Agency, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified,and that the amount is solely for the operation of said Program described in this invoice*."

ARTICLE 4
TERMINATION & MODIFICATION

A. **Termination.** This Agreement may be terminated by either Party at any time upon ninety (90)days' written notice to the other Party. In the event this Agreement is terminated, Agency willpay all costs and non-cancellable third-party obligations, provided Agency has previously consented to such costs and obligations, incurred prior to the effective date of such termination.

B. **Modification.** This Agreement may only be amended by the mutual written consent of theParties.

ARTICLE 5
NOTICES

All notices required by this Agreement shall be delivered by messenger, overnight deliveryservice or email to the following:

To Agency:
New York City Department of Youth and Community
Development2 Lafayette Street, 18th Floor
New York, NY 10007
Attn: Daphne Montanez, Assistant
CommissionerEmail:
dmontanez@dycd.nyc.gov

With a copy to:
New York City Department of Youth and Community Development
2 Lafayette Street, 21st Floor

New York, NY 10007

Attn: Caroline Press, General
CounselEmail:
cpress@dycd.nyc.gov

To CUNY:
Kingsborough Community
College Office of Collaborative
Programs, F102
2001 Oriental Blvd., Brooklyn, NY 11235

Attn: Erika Delacruz, Academy Program
DirectorEmail:
Erika.Delacruz@kbcc.cuny.edu

With a Copy to:
The City University of New
YorkOffice of the General
Counsel 205 East 42nd
Street, 11th Floor New
York, NY 10017
Attn: DYCD WLGEP MOU
Email: ogc@cuny.edu

ARTICLE 6
PUBLICATION AND INTELLECTUAL PROPERTY

A. Publications. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof (each a"Publication"), without the prior written approval of Agency, which shall not be unreasonablywithheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free,non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorizeother city agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City's responsibilities and consistent with its authority under the City Charter or other law,that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.

B. Scholarly Research. Notwithstanding the foregoing, if the Publication is the result of scholarlyresearch performed under this Agreement (a "research Publication"), consistent with CUNY'spractice of openness in research, prior written approval of Agency will not be required beforepublication. Instead, prior to submitting a research Publication for

publication or before any other public disclosure, CUNY will provide Agency thirty days to review the proposed research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency'scomments but is under no obligation to make changes to the research Publication to address them, except with respect to confidential information. If Agency objects to a research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such research Publication until such confidential information has been removed.

C. Instructional materials and curricula. "Instructional Materials" shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educationalmission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to CUNY's Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A ("Services Instructional Materials"). To the extent that any Services Instructional Materials are newly created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free,non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorizeother city agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City's responsibilities and consistent with its authority under the City Charter or otherlaw or as otherwise specified in the *Scope of Work*, attached hereto andmade a part hereof as Exhibit A. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.

D. Non-instructional materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive propertyof Agency and shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibit A. CUNY shall have a perpetual, royalty- free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non- Instructional Materials for its non-commercial, educational purposes or as otherwise specifiedin the *Scope of Work*, attached hereto and made a part hereof as Exhibit A.

E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members, CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

ARTICLE 7
CONFIDENTIALITY

A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would

otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY or the College, shall be held confidential by CUNY and the College, and shall not be disclosed by CUNY or the College to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days' notice and opportunity to object to the disclosure, and if requested by the Agency and not inconsistent with CUNY's obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portionof such reports, information or data. CUNY shall comply with the terms of the Privacy Protection Rider, attached hereto, and hereby incorporated into and made a part of this Agreement. This Article shall remain in full force and effect followingthe termination of this Agreement.

B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act/FERPA ("FERPA Records"), and (b) to the extent that information is shared in connection with the Services includes FERPA Records, CUNY will not release such information from education records, other than Directoryinformation, without obtaining a FERPA release, in a form used by the College, from the student. It is agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.

C. Agency shall treat all information obtained from CUNY or the College or disclosed to Agency while performing the Services described herein ("Confidential Information") with the same degree of care that Agency would treat Agency's own confidential information, and with no less than reasonable care. In the event that applicable laws or regulations require a greater degree of protection, Agency shall meet the confidentiality and security requirements set forth in such laws or regulations. Agency shall not use the Confidential Information for purposes other than those specified herein and shall limit access to Confidential Information to those of Agency's workers having a need to know such Confidential Information to perform the Agency's responsibilities under this Agreement. Agency shall not directly or indirectly disclose, distribute, republish or allow any third party to have access to any Confidential Information without such third party's executing a confidentiality and non-disclosure agreement with CUNY under the same terms, or terms at least as restrictive, as set forth in this Agreement. Agency shall take appropriate steps as to its workers and such third parties to ensure compliance with the confidentiality obligations under this paragraph.

ARTICLE 8
MISCELLANEOUS

A. CUNY and the College agree to retain all books, records, and other documents relevant to thisAgreement for six (6) years after the final payment or termination of this Agreement whicheveroccurs later. City, State, and Federal auditors, and any other persons duly authorized by Agency shall have full access to and the right to examine any of the books,

records, and otherdocuments.

B. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscalmonitoring, evaluation, and close-out activities and audits conducted by Agency or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.

C. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non- enforceability of such provision will not be held to render any other provision or provisions ofthis Agreement unenforceable.

D. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.

E. This Agreement contains all the terms and conditions agreed upon by the Parties, and no otherAgreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemedto exist or to bind either of the Parties or to vary any of its terms.

F. In the event of a conflict between the terms and conditions of this Agreement and the provisionsof the *Scope of Work* attached hereto as Exhibit A, the terms and conditions of this Agreement shall control.

G. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY or the Agency ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any actor omission of the Contractor. Neither Party will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of publictransportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including, without limitation, earth quakes, floods, winds, or storms. In such anevent, the intervening cause must not be through the fault of the Party asserting such an excuse,and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

H. Subject to Article 3.D, neither CUNY nor the College will assign, transfer or delegate any rights,obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.

I. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing

services covered by this Agreement pursuant to a subcontract in an amount that does not exceed $20,000. Prior to entering into any subcontractfor an amount greater than $20,000, CUNY shall submit a written request for the approval of the proposed subcontractor to the Agency. CUNY shall not enter into any subcontract for an amount greater than $20,000 without the prior written approval of the Agency on Exhibit C hereto.

J. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an additionalinsured under such insurance, CUNY shall require that such entity also list the City, includingits officials and employees as an additional insured.

K. The Parties hereto represent and warrant that the person executing this Agreement on behalf ofeach party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement.

[*remainder of page intentionally left blank*]

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

NEWYORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

By: Caroline S Press

Name: Caroline Press

Title: General Counsel

Date: October 29, 2021

THE CITY UNIVERSITY OF NEW YORK
on behalf of Kingsborough Community College

By:

Name: Derek Davis

Title: General Counsel

Date: October 19, 2021

APPROVED AS TO FORM
By: Kyle Antonelli
City University of New York
Office of the General Counsel
Date: 10/6/21

Privacy Protection Rider

(To supplement contracts of any value with the City of New York that are not "covered contracts"[1] under the Identifying Information Law, but which the City's Chief Privacy Officer has determined are the types of contracts for services that require additional privacy protection provisions because: (1) the contract involves the collection, use, or disclosure of, or access to "Sensitive Identifying Information"[2] of members of the public or City employees or officials; or (2) the natureof the Identifying Information and the circumstances of its collection or potential disclosure by Contractor implicate an important privacy risk.)

Purpose.

The Chief Privacy Officer has determined that, in connection with the type of services provided under this Agreement, Contractor may collect, use, disclose, access, and retain Sensitive Identifying Information only in accordance with the requirements of this Privacy Protection Rider ("Rider"), other provisions of this Agreement, and as otherwise required by law.

A. Definitions.

i. "Agency" means the City agency or office through which the City has entered into this Agreement.

ii. "Agency Privacy Officer" means the person designated to exercise functions under Admin. Code Sections23-1201 to -1205 by the Agency through which the City is a party to this Agreement.

iii. "Authorized User," as it relates to collection, use, disclosure of, or access to Identifying Information under this Agreement, means a Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the activities and obligations set forth in this Agreement, or is required by law.

iv. "Chief Privacy Officer" means the person designated by the Mayor pursuant to Charter Section 8subdivision (h) as the City's Chief Privacy Officer or such person's designee.

v. "Contractor" for purposes of this Rider, means the City University of New York ("CUNY") entering into an Interagency Agreement ("Agreement") with the City

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[1] Laws 245 and 247 of 2017 (codified at New York City Charter ("Charter") Section 8 subdivision (h) and Sections 23-1201 to -1205 of the Administrative Code of the City of New York ("Admin. Code"), collectively, the "Identifying Information Law") went into effect on June 15, 2018. Such laws apply to "human services" contracts and subcontracts and other contracts designated by the Chief Privacy Officer that involve the collection, retention, or disclosure of "Identifying Information" in connection with services provided under a City contract or subcontract ("covered contracts"). The Identifying Information Rider (and not the Privacy Protection Rider) applies to covered contracts.

[2] "Sensitive Identifying Information" means certain types of identifying information which the agency privacy officer or Chief Privacy Officer has determined that alone, or in combination with other information may, based upon their very nature or under specific facts and circumstances, pose a higher risk of harm to an individual or members of an individual's household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.

and includes employees, subcontractors, and agents of Contractor unless the context requires otherwise.

vi. "Exigent Circumstances" means circumstances when a collection or disclosure of identifying information is urgently necessary, such that procedures that would otherwise be required, such as prior review and approval by the agency privacy officer or Chief Privacy Officer, might cause undue delays.

vii. "Identifying Information" means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual. Identifying Information includes, but is not limited to: name, sexual orientation, gender identity, race, marital or partnership status, status as a victim of domestic violence or sexual assault, status as a crime victim or witness, citizenship or immigration status, eligibility for or receipt of public assistance or city services, all information obtained from an individual's income tax records, information obtained from any surveillance system operated by, for the benefit of, or at the direction of the New York City Police Department, motor vehicle information or license plate number, biometrics such as fingerprints and photographs, languages spoken, religion, nationality, country of origin, place of birth, date of birth, arrest record or criminal conviction, employment status, employer information, current and previous home and work addresses, contact information such as phone number and email address, information concerning social media accounts, date and/or time of release from the custody of the Administration for Children's Services, the Department of Correction, or the New York City Police Department, any scheduled court appearances, any scheduled appointments with the City, the Contractor or its subcontractor that provides human services or other services designated by the Chief Privacy Officer, and any other category of information designated by the Chief Privacy Officer, including but not limited to: an individual's Social Security number, date of birth, Internet Protocol ("IP") address; taxpayer identification number; device identifier, including media access control ("MAC") address or Internet mobile equipment identity ("IMEI"); GPS-based location obtained or derived from a device that can be used to track or locate an individual; social media account information; and any identifier that can identify an electronic device linkable to an individual.

viii. "Permitted Use" means the use of Identifying Information only as necessary to carry out the activities described in this Agreement.

ix. "Sensitive Identifying Information" means Identifying Information which a City agency privacy officer orthe City's Chief Privacy Officer has determined that alone, or in combination with other information may,based upon its very nature or under specific facts and circumstances, poses a higher risk of harm to an individual or members of an individual's household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.

x. "Source Data" means Identifying Information that was initially collected by an agency that maintains such information within such agency's recordkeeping system.

B. Scope.

The restrictions on collection, use, disclosure of, and access to Identifying Information apply to information thatContractor has received from the City or has otherwise acquired for purposes of this Agreement.

C. Collection.

Absent Exigent Circumstances, Contractor shall not collect Identifying Information unless such collection (a) has been pre-approved in writing by the Agency collecting it, in consultation with its Agency Privacy Officer or other agency counsel, the Chief Privacy Officer, and other Agency staff as necessary, and the collection of such Identifying Informationis in furtherance of Contractor's obligations under this Agreement; (b) is required by law or treaty; (c) is by the New YorkCity Police Department in connection with a criminal investigation; or (d) is by a City agency in connection with the welfare of a minor or other individual who is not legally competent. If the Identifying Information to be collected by Contractor, with an Agency's approval, is Source Data from one or more other Agencies, the agency privacy officers fromthe respective agencies shall coordinate with each other to determine whether the collection is appropriate. The Agency Privacy Officer of the Agency approving Contractor's collection of the Identifying Information will determine whetherthe collection is authorized.

D. Disclosure.

i. Absent Exigent Circumstances, Contractor shall not disclose Identifying Information unless such disclosure: (a) has been authorized in writing by the individual to whom such information pertains or, if such individualis a minor or is otherwise not legally competent, by such individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual; (b) has been pre-approved in writing by the Agency, in consultation with the Agency Privacy Officer, other agency counsel, the Chief Privacy Officer,and other Agency staff as necessary, and the disclosure of such Identifying Information is in furtherance of Contractor's obligations under this Agreement; (c) is required by law or treaty; (d) is by the New York City Police Department in connection with a criminal investigation; or (e) is required by a City agency inconnection with the welfare of a minor or other individual who is not legally competent, subject to Section E(iii). If the Identifying Information to be disclosed by Contractor, with an Agency's approval, is Source Datafrom one or more other Agencies, the agency privacy officer from the contracting Agency shall coordinate with the source Agency or Agencies to determine whether the disclosure is authorized.

ii. Contractor shall not make use of Identifying Information for the benefit of another, nor shall Contractor publish, sell, license, distribute, or otherwise reveal the Identifying Information without the prior written authorization of the individual or by such other person with legal authority to consent on behalf of the individual, or prior written approval of the Agency Privacy Officer or other agency counsel. Except as authorized in this Agreement, all third-party requests for Identifying Information received by the Contractor shall be promptly communicated to the Agency upon receipt and handled by the Contractor following the directions of the Agency Privacy Officer or other agency counsel, unless otherwise required by law.

iii. If disclosure of the Identifying Information by Contractor is required under the provision of any subpoena, judicial or administrative order, or otherwise pursuant to applicable law, Contractor shall: (a) as soon as practicable, but in no event later than five (5) business days from receipt of said subpoena, judicial or administrative order, or request pursuant

to applicable law requiring such disclosure, notify the Agency Privacy Officer or other agency counsel in order to allow the Agency to seek a protective order as appropriate; and (b) disclose the Identifying Information only to the extent allowed under a protective order, ifany, or as necessary to comply with the subpoena, judicial or administrative order, or applicable law.

E. Exigent Circumstances.

In the event Contractor collects or discloses Identifying Information due to Exigent Circumstances, with no other basis for collection or disclosure under subdivisions b or c of Section 23-1202, Contractor shall send the Agency Privacy Officer or other agency counsel information about such collection or request and disclosure, along with an explanation of why such Exigent Circumstances existed, as soon as practicable after such collection or disclosure but not to exceed seventy-two (72) hours. This section shall not require any such notification for collection or disclosure of Identifying Information that: (a) is required by the New York City Police Department in connection with an open criminal investigation; (b) is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent; or (c) occurs in the normal course of performing Contractor's obligationsunder this Agreement and is in furtherance of law enforcement or public health or safety powers of the Agency under Exigent Circumstances. If the Agency determines the collection or disclosure was not made under Exigent Circumstances,the collection or disclosure shall be considered an unauthorized collection or disclosure pursuant to Section F below.

F. Unauthorized Collection, Use, or Disclosure of, or Access to Identifying Information.

i. If an individual's Identifying Information is collected, used, disclosed, or accessed, without authorizationin violation of this Rider, Contractor shall promptly notify the Agency Privacy Officer (providing the information required in Section G(iv) below), in no event more than seventy-two (72) hours from the discovery of such unauthorized collection, use, disclosure, or access so that the Agency can investigate the incident.

ii. If such collection, use, disclosure, or access requires notification to the affected individual(s) pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, at the direction of the Agency Privacy Officer, Contractor shall (a) make reasonable efforts to notify such individual(s) in writing of the Identifying Information disclosed or accessed and to whom it was disclosed or accessed as soon as practicable, or (b) cooperate with the Agency's efforts to notify such individual(s) in writing.

iii. Contractor shall take all reasonably necessary steps to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.

iv. Contractor's notice to the Agency shall include a description of the nature of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information, the type(s) of Identifying Information that may have been used, disclosed or accessed, the names and/or the affiliations of the parties (if known) who gained access to data without authorization, and a description of the steps taken, if any, to mitigate the effects of such unauthorized collection, use, disclosure, or access, inaccordance with all relevant laws and regulations.

v. Contractor shall fully cooperate with the City's investigation of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information. Cooperation, as requested by theCity and/or its designees, shall include but not be limited to:

a. Providing information relating to Contractor's security controls, processes, and the relevant incident. This includes making available to the City and/or its designees all relevant reports and records, certifications, documented policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, data reporting, incident reports or evaluations, remedial measures, verbal interviews with Contractor employees,subcontractors, and other individuals with knowledge of Contractor's security controls, processes and/or the relevant incident, and other materials required for either or both the Cityand Contractor to comply with applicable law or as otherwise requested by the City and/or its designees;

b. Providing the name, e-mail address, phone number, and title of a contact with sufficient knowledge and authority who shall respond promptly to City representatives in the event of unauthorized collection, use, or disclosure of, or access to Identifying Information. Contractor shall notify the Agency Privacy Officer in writing if this contact changes;

c. Submitting to an evaluation or audit by the City and/or its designees of Contractor's security controls, processes, and the relevant incident;

d. Conducting an evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such evaluation or audit to the City and/or its designees; and

e. Obtaining an independent evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such independent evaluation or audit to the Cityand/or its designees.

vi. The City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, administrative or judicial order, or the Chief Privacy Officer to address the unauthorized disclosure, including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such an unauthorized disclosure by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Agency shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.

vii. Section G(i) shall not require any notification that would violate any law or interfere with an investigationor otherwise compromise public safety pursuant to subdivision c of Section 23-1205.

G. Additional Requirements.

i. In connection with this Agreement, collection, use, or disclosure of, or access to Identifying Information is restricted to "Authorized Users" for a "Permitted Use."

ii. Contractor shall ensure that effective physical, technological, and procedural safeguards are in place to protectthe security of Identifying Information, including but not limited to ensuring that its personnel, subcontractors, and agents understand their obligations under this Agreement and applicable laws and regulations. Contractor shall protect against any anticipated hazards or threats to the integrity or security ofthe Identifying Information and any unauthorized access to or disclosure of such information, and shall take reasonable measures to prevent any other action that could result in harm to the City and the individualswhose Identifying Information is held in Contractor's custody.

iii. Contractor shall comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forthby the New York City Department of Information Technology and Telecommunications (DoITT) and New York City Cyber Command (NYC3), as they relate to Identifying Information, which are available at https://nyc.gov/infosec. Contractors shall comply with such Requirements as they may be modified from time to time.

H. Retention.

Contractor shall retain Identifying Information as required by law or as otherwise necessary in furtherance of thisAgreement, or as otherwise approved by the Agency Privacy Officer, other agency counsel, or the Chief Privacy Officer.

I. Destruction.

If the Agency instructs Contractor to destroy Identifying Information obtained in connection with this Agreement, Contractor shall destroy it within five (5) business days after receiving the instruction, subject to any litigation holds. Contractor shall provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within thirty (30) days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor shall promptly explain in writing why it is impossible, and shall, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and shall maintain such Identifying Information in accordance with this Rider.

J. Reporting and Coordination.

Contractor shall provide the Agency with reports, as requested by the Agency Privacy Officer, other agency counsel, or Chief Privacy Officer, regarding the collection, use, retention, disclosure of, and access to Identifying Information by Contractor, and including any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer. Contractor shall comply with directions of the Agency Privacy Officer, other agency counsel, and Chief Privacy Officer concerning reporting and coordination in relation to this Agreement.

K. Conflicts with Provisions Governing Records, Audits, Reports, and Investigations.

To the extent allowed by law, the provisions of this Rider shall control if there is a conflict between any of the provisions of this Rider and, as applicable, Article 5 of Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services);

or if Article 5 of Appendix A does not apply, the Investigations Clause.

L. Subcontracts.

i. Contractor shall include this Rider in all subcontracts to provide services in connection with this Agreement.

ii. Contractor agrees that it is fully responsible to the Agency for the compliance with this Rider by itssubcontractors in connection with this Agreement.

M. Disclosures of Identifying Information to Third Parties.

Contractor shall comply with the Citywide Privacy Protection Protocols of the Chief Privacy Officer concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

N. Construction.

As between the provisions of this Rider and the provisions elsewhere in this Agreement (including any attachmentthereto), the more restrictive provision will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.

EXHIBIT A
SCOPE OF WORK

The Work Learn Grow program supported by this Agreement provides former participants in the Summer Youth Employment Program with additional supports during the school year, including college readiness curriculum, career building activities, career exploration, a paid internship, and access to college credit courses to forward their momentum. This Agreement encompasses the college credit course portion of services rendered to students. The College will provide the SD 10, 11, and 12 courses, and the New York City Department of Education ("DOE") will provide wrap-around services such as college readiness curricula and career readiness work for students, separately from this Agreement and in collaboration with WLGEP Providers.

A. During the Term, CUNY shall be responsible for providing the following services ("Services"), as may be subsequently modified by mutual written agreement of the Parties:

    1. Designation of a CUNY staff member as a direct point of contact for DYCD, whose responsibilities include regular check-ins with DYCD and DOE representatives, as needed and requested by DYCD;

    2. Recruitment and selection of up to seventy (70) instructors to teach the SD10, 11, or 12 courses to WLGEP Participants for up to three hours per week for a total of six (6) weeks remotely;

    3. Provide policy and procedures guidelines and professional development sessions to all course instructors, and ensure that each implements and maintains appropriate WLGEP and CUNY policies and procedures specific to the SD 10, 11, or 12 courses, including partnership with WLGEP Provider staff during classroom instruction, which includes:

        a. Providing curriculum and syllabus to WLGEP Providers so that WLGEP Providers may plan college and career exploration activities that complement the SD 10, 11, or 12 courses for Participants; and

        b. Working with WLGEP Provider staff to schedule opportunities for Participants to make up assignments for excused absences during the SD 10, 11, or 12 course term;

    4. Provide instructions to WLGEP Providers for enrolling WLGEP Participants in the CUNY College Now system, including instructions for Participants to apply to the SD 10, 11, or 12 course and access grades and progress; and

    5. At the conclusion of the course, send the following data for all enrolled WLGEP Participants to DYCD:

        a. Participant's name;

b. Participant's date of birth; and

c. Participant's grade for the CUNY Course.

B. During the Term, DYCD shall be responsible for the following:

1. Designation of a DYCD staff member as a direct point of contact for CUNY, whose responsibilities include regular check-ins with CUNY and DOE representatives, as needed and requested by CUNY and DOE;

2. Management of the WLGEP Providers' responsibilities, including recruitment and enrollment of Participants for WLGEP, keeping attendance records, and placement of Participants in internships;

3. Collection of data regarding WLGEP Participants' grades for the SD 10, 11, or 12 course; and

4. Management of payment to WLGEP Participants for the program.

EXHIBIT B
BUDGET

1. **Fiscal Year Start:** July 1, 2021 – June 30, 2022
2. **Program Term:** September 1, 2021 – June 30, 2022
3. **Total Maximum Budget:** $484,809

Category	Cost
Salaries	$349,812
Fringe	$78,423
OTPS	$56,574
Total Budget	**$484,809**