

FISCAL YEAR 2016

PIN:

HRA/FIA and CUNY

Training Evaluation and Monitoring (TEAM)

COOPERATIVE AGREEMENT- COVER SHEET

VENDOR: The City University of New York

PROGRAM: Training Evaluation and Monitoring (TEAM)

TERM OF AGREEMENT: July 1, 2015 – June 30, 2016
(with three one-year automatic renewals)

TOTAL BUDGET: \$1,113,667

COOPERATIVE AGREEMENT

This **COOPERATIVE AGREEMENT** ("Agreement") entered into this 1st day of July, 2015, is between the Family Independence Administration ("FIA") of the City of New York Department of Social Services of the Human Resources Administration ("Department", "HRA" or "Agency"), with an address at 150 Greenwich Street, New York, New York 10007, and The City University of New York, ("CUNY" or "the University" or "party") with an address at 205 East 42nd Street, 9th floor, New York, NY 10017, ("the parties") pertaining to administrative support to be provided by CUNY to the HRA/FIA Employment Services Training Evaluation and Monitoring Office ("TEAM" or "Program") with an address at 109 East 16th Street, 9th floor, New York, NY 10003

WITNESSETH:

WHEREAS, HRA consistent with the mandate of the New York State Welfare Reform Act of 1996 wishes to assist cash assistance recipients classified as Temporary Assistance for Needy Families ("TANF"), Safety Net ("SN") and Safety Net Non-Cash ("SNNC") who express an interest in training or are continuing training in HRA Approved Training programs; and

WHEREAS, CUNY has the requisite experience and expertise to provide administrative support to the Program; and

WHEREAS, CUNY through its fiscal administrator for sponsored programs, the Research Foundation of the City University of New York (the "RF"), will carry out the overall fiscal administration of the Program;

NOW, THEREFORE, the parties hereto have agreed and do hereby agree as set forth above and as follows:

ARTICLE I. - TERM OF AGREEMENT

- A. The Term of this Agreement shall be from July 1, 2015, through June 30, 2016, unless sooner terminated by mutual consent of the parties
- B. This Agreement shall be automatically renewed for three (3) additional one (1) year periods for the period from July 1, 2016 through June 30, 2017, and the period from July 1, 2017 through June 30, 2018 and for the period July 1, 2018 through June 30, 2019, respectively, unless sooner terminated as provided herein, subject to the annual appropriation and availability of funding. The first renewal of this Agreement, if any, shall provide for the automatic renewal only of the latest period set forth in this provision, and any second renewal shall not provide for any renewal of this Agreement. The invoice dates and final budget modification deadlines contained in Article III below shall be adjusted for the renewal years, with the days and months remaining the same. The parties

agree to use their respective best efforts to allocate for each renewal of this Agreement, if any, the Direct and Indirect costs referred to in Article III hereof.

ARTICLE II. - SCOPE OF SERVICES

A. GENERAL

1. The Office of Training Evaluation and Monitoring (TEAM) provides services for participants who express an interest in training or are continuing training in HRA Approved Programs. Supported by the Davila lawsuit which ensures that every participant has the right to select training providing it is an HRA approved training program, TEAM's Training Assessment Group (TAG) unit was implemented to honor the participant's preference in training, whenever possible. Services include assessment and enrollment in education and training programs, ensuring support services for training related expenses are in place and providing financial literacy and debt advisement counseling. In addition, the TEAM office maintains the oversight responsibilities related to monitoring the participants' performance and the performance of the providers of these programs. TEAM has the responsibility of ensuring that not only are participants enrolled in an approved program but also meet HRA work requirement mandates. TEAM is comprised of following units:

a. Training Assessment Group (TAG)

TAG is the HRA designated unit for servicing TANF participants who are continuing in training programs or have expressed an interest in training to their designated Job Centers. The process includes: testing, interview, assessment and engagement.

b. Attendance Verification Unit (AVU)

AVU monitors the attendance of participants in HRA approved training programs using the Training Provider Tracking System (TPTS). The TPTS is an automated on-line system which tracks new and on-going enrollments of participants. AVU's efforts ensure that enrollees receive their Training Related Expenses (TREs) in a timely manner and the school attendance of all enrollees is reported timely, accurately and with the proper documentation.

c. College Attendance Verification Unit

The College Attendance Verification unit monitors the attendance of participants in college degree programs that have chosen not to participate with HRA's attendance process. Once HRA has verified the college/school institution in order to approve the participant's enrollment, participants are required to submit a monthly self-attestation of attendance in order to receive their TREs.

d. Training Approval Policy (TAP)

The TAP unit maintains the Master List of Approved Training Programs, which enables participants who attend these programs to use their training education hours towards their engagement requirements. The unit is responsible for reviewing and approving training provider applications in addition to monitoring performance through site visits and

quarterly assessment reviews of each training program. In this aspect, responsibility entails the monitoring of over 500 approved training providers to ensure adherence to the guidelines and standards of the Agency's Training Approval Policy for voucher and non-voucher programs.

e. TEAM Managed Programs

TEAM manages programs which provide services for participants who choose to enroll in a CUNY/Non CUNY program.

The College Opportunity to Prepare for Employment (COPE) program is an infrastructure within CUNY that provides supportive and job placement services and also monitors TANF and Converted Safety Net Family participants attending CUNY colleges to ensure they maintain 30 hours of school and work activity. COPE also provides attendance and eligibility documentation to HRA for their students.

The Work Study Program is a partnership between HRA and CUNY which offers additional opportunities for Cash Assistance (CA) participants matriculated at CUNY to gain paid work experience to meet immediate financial needs and better prepare them for employment after graduation. The HRA Work Study Program (WSP) meets this goal by providing paid work study for CA students at CUNY colleges.

Administered through the Jewish Community Council of Greater Coney Island (JCCGCI), the Internship Placement Services (IPS) program provides Cash Assistance clients with a combination of services, including assessment, service coordination and internship placement. Providing paid subsidized/unsubsidized as well as unpaid internships at nonprofit organizations for non-CUNY students, the program is structured to provide additional support as students complete their education and training and help transition them into sustainable, unsubsidized employment that is aligned with their field of study.

For the COPE, Work Study and IPS programs, TEAM serves to coordinate the programs' activities and provide hands on technical assistance with participant matters as well as with regulations of relevant governmental oversight agencies to ensure the programs meet requirements for client participation rates and job placement and retention targets. In order to ensure these programs are operating effectively and efficiently, TEAM provides programmatic and administrative oversight by monitoring program services through site visits, verification of milestone and goal achievements, tracking expenditures and monitoring participant attendance records.

f. Employment Services Programs

The New York City Human Resources Administration (HRA) provides temporary help to individuals and families with social service and economic needs to assist them in reaching self-sufficiency via essential and diverse programs/services, including: temporary cash assistance, public health insurance, food stamps, child care, adult protective services, domestic violence assistance, HIV/AIDS support services and child support enforcement. The Family Independence Administration (FIA) employees help provide unique individual services that offer sustainable employment plans and self-sufficiency support to overcome barriers to employment.

RF CUNY staff working within the Employment Services unit of FIA assist in the following:

1. Providing support to the office of the Deputy Commissioner, Employment Services, as relates to the successful execution of tasks and activities, including scheduling of meetings, representing the office in internal and external meetings as requested; conducting literature reviews and interviews with relevant stakeholders to determine the evidence base to support proposed and existing programs, preparing written summaries that inform the design of programs; analyzing data on existing programs and making recommendations; developing proposals for and framing evaluations of new programs as well as existing programs to be consistent with TANF and other relevant policies governing partner agencies; supporting the implementation and ongoing operations of Employment Services programs, including collecting data, advising and supporting staff, interacting with FIA and other divisions of HRA.
2. Providing ongoing management of education and training initiatives related to the Back to Work (B2W) contracts, HRA's program to help New Yorkers find and keep jobs. Due to the GED 2014 changes happening nationally and at the State and local level, an integration between B2W and the new Test Assessing Secondary Completion (TASC) must be implemented. This includes the changes to the contract, monitoring, program and other B2W implications.
3. Managing B2W milestone appeals and coordinating payment processing; managing Jobs Plus vendor contract budgets and overseeing invoice review and payment processing; managing/analyzing Jobs Plus CEO Budget (Mayor's Office/NYC Center for Economic Opportunity); assisting in the management of HHS Accelerator for FIA Contracts; and managing special projects and budgets as needed.

g. Jobs Plus Program

Jobs-Plus is a program that offers employment-related services to all working-age residents in one public housing development or a cluster of developments to help residents secure and retain employment including: job readiness training; job search assistance; referrals to and on-going support for vocational training, adult education, GED and literacy programs; job development; placement and retention services; support services; and ongoing case management and career counseling.

An additional Program Manager is required in order to meet the needs of the Jobs-Plus Program. The Program Manager assists in all aspects of the implementation and maintenance of eight Jobs-Plus sites, including assisting with the launching of new sites; tracking, evaluating, and analyzing present program performance and program data; and researching strategies and developing communication with community-based organizations and other City agencies.

h. FIA Employment Services may also design and implement additional projects, including, but not limited to projects intended to improve the ability of HRA to provide Participants with appropriate quality services.

2. "Participants" are defined as HRA clients ("Clients") and can include, for purposes of the Agreement, a recipient of Temporary Assistance for Needy Families ("TANF"), Safety Net ("SN") and Safety Net Non-Cash ("SNNC")

B. PARTICIPANT ELIGIBILITY PROCESS

1. TEAM has the responsibility of determining participant eligibility for training and for ensuring that HRA work requirements are adhered to during the training.
2. TEAM adheres to the following HRA work requirement mandates when determining participant eligibility:
 - a. Participants are allowed a maximum of 12 months stand alone training. Thereafter, only 15 hours of training are allowed.
 - b. All able-bodied participants must be fully engaged for 30 hours per week. If they are attending an educational/training program approved by HRA, they may use a combination of class hours and work activities (i.e. Unsupervised Homework, Work Study, Federal Work Study, Internship and Externship) to make up their 30-hour work week. HRA will also provide childcare and transportation expenses to cover both the school and work requirements.

C. HRA RESPONSIBILITIES

1. TEAM will provide services as described in Article II
2. HRA will timely:
 - a. Designate the designee of HRA/FIA Employment Services' Deputy Commissioner and Assistant Deputy Commissioner of Educational Services as HRA Liaisons, who will have authority to ratify the RF to take actions on behalf of HRA and to direct the Program Manager;
 - b. Designate the designee of the Director of TEAM as Program Manager to work with the RF;
3. Through the TEAM Office recruit, screen, select, train and supervise program staff;
4. Through the TEAM Office provide job descriptions and titles for Program Staff in a timely fashion and in no event later than the date of hire;
5. Consult and obtain prior approval of RF before engaging in any disciplinary action against Program Staff (see also Article II, Section D. 1.a. below);
6. Provide such documentation to RF as RF may require to process required payments.

D. CUNY RESPONSIBILITIES

1. CUNY will provide the following administrative support for the Services (the costs of providing these services will be called "Direct Costs"):
 - a. RF, in conjunction with HRA (see Article II, Section C(5) above), will have disciplinary authority over program staff;
 - b. Upon HRA's identification of a prospective candidate, CUNY will perform the necessary steps to appoint the prospective candidate on a timely basis;
 - c. RF will pay all invoices approved by HRA on a timely basis;
 - d. CUNY will submit monthly financial reports to HRA;
 - e. Work with the Program to ensure timely submission of paperwork to the RF for payment processing and compliance with RF policies and procedures; and
 - f. Provide orientation to new program staff.
2. Pursuant to a certain Agreement dated October 20, 1983, by and between the Research Foundation of The City University of New York and CUNY, the RF will act as the fiscal administrator to CUNY.
3. CUNY, through its fiscal administrator the RF, will provide overall fiscal administration of the Program by providing financial services related to the Program and payroll services to program staff. Such fiscal administration will also include the preparation of monthly invoices, which will be supported by computer printout.
4. The costs of providing these services will be called "Indirect Costs".
5. Program staff will be considered RF grant-funded employees and will be afforded the current benefits and rights in accordance to RF personnel policies for equivalent positions.
6. The funds as defined in Article III A. below will be used exclusively for expenditures incurred in connection with this Agreement.
7. CUNY's and RF's responsibilities under this Agreement do not extend beyond those services described in this Article II, Section D. All programmatic services are the sole responsibility of HRA.

ARTICLE III. - PAYMENT

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- A. For the term of this Agreement and pending confirmation of resources from HRA, the total Budget for the Program to be administered by CUNY through its fiscal administrator, the RF, is one million one hundred thirteen thousand six hundred and sixty-seven dollars (\$1,113,667), to be allocated according to the Budget attached as Exhibit I
HRA will pay CUNY an amount not to exceed one million nineteen thousand, three hundred and seventy-five dollars (\$1,019,375) for CUNY Direct Costs and an amount not to exceed ninety-four thousand two hundred and ninety-two dollars (\$94,292) for Indirect Costs.
- B. At the end of each month, CUNY will submit to HRA Executive Director of Work Experience Program, FIA/Employment Services at 150 Greenwich Street, New York, New York 10007, a detailed monthly invoice in accordance with HRA requirements. Upon review and approval the Assistant Deputy Commissioner of Work Experience and Training will forward such invoice to the HRA Director of Bureau of Accounts Payable, at 150 Greenwich Street, 33rd Floor, New York, New York 10007.
- C. HRA will promptly pay CUNY upon tender of monthly invoices supported by RF's computer printout.
- D. The following process will be followed to modify the Budget:
1. CUNY will submit all requests for budget modifications, in writing, to HRA FIA 150 Greenwich Street, 35th floor, New York, NY 10007, Attn: Assistant Deputy Commissioner of Contracts, Budgets and Special Services;
 2. All requests for modifications will include a narrative justifying the request;
 3. All modifications will require prior approval from HRA;
 4. There will be no increases in the total Budget;
 5. Budget modifications should be limited to one per quarter;
 6. Requests for modification should be submitted no less than 10 working days before they are needed;
 7. Final budget modifications will be submitted by May 31, 2016 and
- E. CUNY will provide RF with a copy of all HRA approvals and budget modifications.

ARTICLE IV. - TERMINATION

- A. CUNY and HRA will have the respective right to terminate this Agreement in whole or in part:

1. Without cause, by giving three (3) months' written notice to the other party;
and
 2. For good cause by giving thirty (30) days' written notice to the other party, with
an opportunity to cure within said thirty (30) days.
- B. In addition, HRA will have, in its sole discretion, the right to terminate this Agreement in whole or in part, or reduce funding and level of services in the event of a reduction or discontinuance of such funds by action or changes of Federal, State or City government policy, law or regulation.
- C. In the event of termination of this Agreement for whatever reason, HRA will pay all costs and un-cancellable obligations incurred by CUNY or the RF or both of them up to and including the effective date of such termination.

ARTICLE V. - LIABILITY AND INDEMNIFICATION

- A. Each Party to this Agreement acknowledges that it is responsible for acts, errors, or omissions of its own employees, agents, contractors, and servants in connection with or arising out of the activities/work performed under this Agreement, and each Party is responsible for its own liability, whether alleged to be based on negligence, recklessness, or intentional conduct, for claims for loss, damage, or injury (including death) to persons or property of whatever kind or nature. The Parties agree that neither Party shall be vicariously liable for the acts, errors, or omissions of the other Party's employees, agents, contractors, or servants.
- B. To the extent permitted by law, HRA shall hold harmless and indemnify CUNY for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of HRA or of its officers or employees when acting within the course and scope of their employment. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, CUNY shall hold HRA harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of CUNY or of its officers or employees when acting within the course and scope of their employment.
- C. The provisions of this Article shall survive the termination or expiration of this Agreement.

ARTICLE VI. - NOTICES

A. Notices

All notices required under this Agreement shall be in writing and addressed to the persons designated below:

TO THE CITY UNIVERSITY OF NEW YORK

Office of Academic Affairs
The City University of New York
555 West 57th Street, 13th Floor
New York, NY 10019
Attn: NYC HRA IC AGREEMENT – TEAM

And, for legal matters:

The Office of General Counsel
The City University of New York
205 East 42nd Street, 11th Floor
New York, NY 10017
Attn: Joan Margiotta (Re:NYC HRA IC AGREEMENT – TEAM)

And, for fiscal matters:

Director of Grants and Contracts
The Research Foundation of The City University of New York
230 West 41st Street
New York, NY 10036
Attn: NYC HRA IC AGREEMENT – TEAM

TO THE NYC HUMAN RESOURCES ADMINISTRATION

NYC Human Resources Administration
FIA Office of Contracts, Budget & Special Services
4 WTC
150 Greenwich Street, 35th floor
New York, NY 10007
Attn: Sarah Hass
Assistant Deputy Commissioner

ARTICLE VII. – Confidentiality

- a. All client information obtained, learned, developed, or filed by CUNY or HRA under this Agreement and concerning recipients of services, including data contained in official HRA or CUNY files or records, shall be held confidential by all parties to the same extent and in the same manner each holds confidential comparable information, but not with less care than required by the provisions of any applicable law and regulations promulgated thereunder, including without limitation, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and shall not be disclosed by a party to any person, organization, agency, or other entity except as authorized or required by law.
- b. All of the reports, information, or data ("Confidential Materials") furnished, prepared, assembled, or used by CUNY or HRA under this Agreement are to be held confidential by each party, and each party agrees that the Confidential Materials shall not be made

available to anyone without the prior written approval of the other party, except as directed by a court of law in a proceeding in which the disclosing party has been directed by a court to make the disclosure.

- c. Nothing herein will be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals or to fulfill the reporting requirements of either party.
- d. This Article VII shall remain in full force and effect following the termination of this Agreement.

ARTICLE VIII. - MISCELLANEOUS

- A. This Agreement constitutes the entire Agreement between the parties and may not be changed, modified, or terminated orally, but only by an instrument in writing executed by the parties to this Agreement.
- B. The parties shall retain all of their respective books, records, and other documentation relevant to this Agreement during the term of this Agreement, and of any renewal of it, and for a period of six (6) years after the termination of this Agreement. Any City, State, and Federal auditors and any other person duly authorized by any party shall have full access to and the right to examine any of said materials during said period.

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

THE CITY UNIVERSITY OF NEW YORK

BY: Frederick P. Schaffer

NAME: Frederick P. Schaffer

TITLE: General Counsel and Senior
VC For Legal Affairs

DATE: 8/8/16

Approved As To Form
Jean Martin
The City University of New York
Office of the General Counsel
Date: 8/8/16

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

BY: Vincent P. De

NAME: Vincent P. De

TITLE: Asst

DATE: 8/18/16


ACKNOWLEDGEMENTS

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 18th day of Aug 2016, before me personally came Vincent Pullo, to me known to be the CEO 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 he/she acknowledged to me that he/she 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, 2018

STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 8th day of August 2016, before me personally came Frederick P. Schaffer to me known to be the General Counsel & Sr. Vice Chancellor of the CITY UNIVERSITY OF NEW YORK, the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

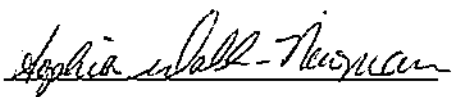

NOTARY PUBLIC SOPHIA WALSH-NEWMAN
Notary Public, State of New York
No. 01WA5023913
Qualified in Queens County
Commission Expires March 29, 2018

EXHIBIT I

BUDGET

Code	Personnel	Name	Projected FY 16 Annual Costs	
5400	Director	Tusharra Belin	\$	98,988
5400	Fiscal Director.(CUNY Central)	Gary Dine	\$	5,137
5401	Asst. Fiscal Director (CUNY Central)	Jingyun Jiang	\$	4,127
5403	Project Manager (Contracts)	Cameron Mcnair	\$	91,963
5403	Project Manager (Subsidized Jobs)	Grace Vasquez	\$	68,775
5403	Project Manager (Employment & Contracts)	Lyndsey Richardson	\$	68,775
5403	Project Manager (Debt Advisement Counseling)	Lucia Perez-Bernhardt	\$	68,775
5403	Project Manager (COPE/CUNY Works/JCC)	Michele McNeill	\$	60,462
5403	Project Coordinator (Employment & Contracts B2W)	Josephine Lew	\$	52,400
5404	Asst. Coordinator (Parks)	Elisare Thomas	\$	37,033
5404	Asst. Coordinator (Employment & Contracts)	Luis Ortega	\$	35,794
5404	Asst. Coordinator (TEAM)	Natasha Hope	\$	31,238
5404	Asst. Coordinator (TEAM)	Laura Woods	\$	31,219
5405	Asst. Coordinator (TEAM)			
	Total Salaries		\$	654,686
5920	Fringe Benefits Expense Full Time @	38%	\$	248,781
5999	MTA Payroll Tax @	0.34%	\$	2,226
	Total Personnel		\$	905,693
	OTPS			
6200	Office Supplies		\$	5,000
6210	Testing Materials/Instructional Supplies		\$	-
6400	Communications		\$	-
6930	Travel - Local		\$	200
7000	Consultants		\$	-
7400	Conference and Seminars		\$	5,000
7401	Cultural Activities and Special Events		\$	3,000
7410	Meetings		\$	1,505
	Total OTPS		\$	14,705
	TOTAL DIRECT COSTS		\$	920,398
	<i>Indirect Costs @</i>	9.25%	\$	85,137
	TOTAL COSTS		\$	1,005,535
	Additional Funding Request			
5403	Project Manager (Jobs Plus)		\$	71,546
	Total Additional Salaries		\$	71,546
5920	Fringe Benefits Expense Full Time @ 38%		\$	27,188
5999	MTA Payroll Tax @ 0.34%		\$	243
	Total Additional PS		\$	98,977
	<i>Indirect Costs @</i>	9.25%	\$	9,155
	TOTAL ADDITIONAL COSTS		\$	108,132
	TOTAL FY16 FUNDING REQUEST		\$	1,113,667