

**COOPERATIVE AGREEMENT BETWEEN
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION
AND
THE NEW YORK CITY DEPARTMENT FOR HOMELESS SERVICES**

THIS INTRA-CITY AGREEMENT ("Agreement"), made as of Nov 18, 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, NY 10007; and the New York City Department for Homeless Services ("DHS"), located at 33 Beaver Street, 17th Floor, New York, NY 10004 (collectively "the Parties").

WHEREAS, it is DHS' mission to overcome homelessness in New York City, prevent homelessness whenever possible, and provide short-term emergency shelter and re-housing support whenever needed; and

WHEREAS, HRA works with Community Outreach Consulting Firm, Inc. ("COCF") to provide shelter and related services to vulnerable populations in New York City; and

WHEREAS, DHS is currently experiencing a shelter capacity shortage and is in need of additional shelter space for the provision of short-term shelter to homeless clients with minor children; and

WHEREAS, the parties wish to work together to provide DHS clients with access to HRA's shelter system on a temporary basis; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The term of this Agreement shall be for a term of two (2) years from October 1, 2016 through June 30, 2018 unless sooner terminated as provided herein (the "Term").

ARTICLE 2. SCOPE OF SERVICES

- A. DHS shall coordinate directly with COCF to place DHS shelter clients at the following three addresses:
- B. 596 E. 170th Street, Bronx, NY. DHS may coordinate with COCF to place families with children in up to thirty-nine (39) rooms at this location.
- C. 2068 Crotona Parkway, Bronx, NY. DHS may coordinate with COCF to place families with children in up to thirty-one (31) rooms at this location.
- D. 2132 Mohegan Avenue, Bronx, NY. DHS may coordinate with COCF to place families with children in up to thirty-two (32) rooms at this location.

ARTICLE 3. TERMS OF PAYMENT

- A. DHS agrees to pay, and HRA agrees to accept an amount not-to-exceed \$3,964,894.00 for all costs associated with the use of HRA's shelter space and services for DHS clients, in accordance with the budget attached hereto as Exhibit 1. Payment for shelter space shall be based on the rate of \$58.00 per room per night.
- B. Payment shall be made on the basis of approved invoices submitted to DHS on a monthly basis.
- C. Invoices for payment shall be accompanied by supporting documentation and submitted to:

Department for Homeless Services
Attn: Reesa Henderson
33 Beaver Street, 15th Floor, New York, NY, 10004
- D. Payments shall be made no later than thirty (30) days after receipt of a proper invoice.

ARTICLE 4. TERMINATION

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.

ARTICLE 5. 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 6. RETENTION OF RECORDS

The Parties agree to retain copies of all their respective records related to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Federal, State and City auditors, and any other persons duly authorized by DHS or HRA, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.

ARTICLE 7. CONFIDENTIALITY

- A. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA and DHS 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 DHS, 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.”*
- D. The provisions of this Article shall remain in full force and effect following termination of, or cessation of, the services required by this Agreement.

ARTICLE 8. 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 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. NOTICES AND COMMUNICATION

All notices and requests hereunder by either party shall be in writing, and except as otherwise specified in this Agreement, shall be delivered by hand or sent via Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender, and directed to the address of the parties as follows:

If to DHS

NYC Department of Homeless Services
33 Beaver Street, 15th Floor,
New York, NY, 10004
Attention: Reesa Henderson

If to HRA:

NYC Human Resources Administration
8-12 West 14th Street
New York, NY 10011
Attention: Paula Sangster-Graham

ARTICLE 12. ENTIRE AGREEMENT

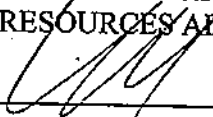
This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

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Z- HRA/DHS
Shelter Space
08/16/16

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

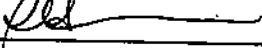
THE CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

BY 

TITLE ACU

DATE 11/18/16

THE CITY OF NEW YORK
DEPARTMENT FOR HOMELESS SERVICES

BY 

TITLE AC/Hero/CPD

DATE 11/14/16

STATE OF NEW YORK)

:SS
COUNTY OF NEW YORK)

On this 18 day of NOV 2016, before me personally came Vincent Pallo
to me known and known to me to be Acco 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.

Sharon James-Leonce
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 14th day of Nov. 2016, before me personally came Beesa Henderson,
to me known and known to me to be Assistant Commissioner of
the NEW YORK CITY DEPARTMENT FOR HOMELESS SERVICES, 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.

Chanell Miller
Notary Public

Chanell Nicole Miller
CHANELL NICOLE MILLER
Notary Public, State of New York
Registration #01MI6300413
Qualified in Bronx County
Commission Expires March 31, 2018

EXHIBIT 1

COCF Analysis

			Amended 10/17/2016				
596 E. 170th St	\$58.00	39	10/01/2016	06/30/2018	638	\$1,443,156.00	
2068 Crotona Pkwy	\$58.00	31	10/01/2016	06/30/2018	638	\$1,147,124.00	
2132 Mohegan Ave	\$58.00	32	10/01/2016	06/30/2018	638	\$1,184,128.00	
Startup for 596 E. 170th St						\$75,590.00	
Startup for 2068 Crotona Pkwy						\$55,702.00	
Startup for 2132 Mohegan Ave						\$59,194.00	
Total						\$3,964,894.00	