

N- FY16 DSNY JTP Outdoors
Agency PIN: 16OHEFI08801
5/20/2016

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COOPERATIVE AGREEMENT

BETWEEN

**THE NEW YORK CITY HUMAN RESOURCES
ADMINISTRATION**

AND

**THE NEW YORK CITY
DEPARTMENT OF SANITATION**

FOR A JOB TRAINING PROGRAM (JTP)

July 1, 2015, TO JUNE 30, 2016
With three automatic renewals
Subject to Funding

**COOPERATIVE AGREEMENT
BETWEEN THE DEPARTMENT OF SOCIALS SERVICES OF THE
HUMAN RESOURCES ADMINISTRATION OF THE CITY OF NEW YORK AND
THE NEW YORK CITY DEPARTMENT OF SANITATION**

This COOPERATIVE AGREEMENT ("Agreement") dated this 6/2 day of June 2016 between the Department of Social Services of the Human Resources Administration of the City of New York ("HRA" or "Department"), 4WTC, 150 Greenwich Street, New York, N.Y. 10007, and the Department of Sanitation New York City ("Contractor" or "DSNY") 137 Centre Street, New York N.Y. 10013.

WITNESSETH

WHEREAS, Section 336-C of the New York Social Services Law and the Regulations of the State Department of Social Services require a social services official to establish and develop a sufficient number of public work projects to ensure the availability of such projects for all unemployed employable Cash Assistance recipients ("CA recipients") within the district who have been unable to secure employment in the regular economy; and

WHEREAS, such projects are designed to maintain or develop adequate work habits, maintain or improve existing skills, develop new skills for participating recipients and require that a participating agency assign staff to supervise recipients and perform other administrative tasks; and

WHEREAS, the DSNY is ready, willing and able to provide such services for the unemployed employable CA recipients and is willing to do so under the levels and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. Term of Agreement

- 1.1 The term of this Agreement shall be from July 1, 2015 through June 30, 2016, unless sooner terminated pursuant to the terms contained herein.
- 1.2 This Agreement shall be automatically renewed for three additional one-year periods, subject to the annual appropriation and availability of funding, unless sooner terminated pursuant to the terms contained herein. The automatic renewals shall be subject to an annual review of and mutual agreement signed by both parties on the budgeted level described in Article 4.1 below.

ARTICLE II. Scope of Responsibilities: DSNY

- 2.1 The DSNY agrees to employ and maintain the capacity to administer a Job Training Program ("JTP") for up to an average of 300 cash assistance recipients, in cleaning assignments, for up to six months or a total annual average of 600 JTP Participants. Participants will work 40 hours per week with 4 days of work and 1 day of job search and education. Priority in selection of participants will be given to those cash assistance recipients in shelter housing.
- 2.2 The JTP participants may be required to do the following pursuant to this agreement:
- a) attend skills and job preparation training and employment placement services as assigned, one day per week;
 - b) receive training in and assist in performing entry-level assignments and tasks, one day per week;
 - c) attend scheduled training and classroom sessions and employment placement workshops and interviews, one day per week;
 - d) assist in general simple maintenance and cleaning work, such as: sweeping, raking and pick up of litter; collecting and disposing of refuse; emptying receptacles; cleaning buildings, facilities and grounds; removes snow and ice; and assists in performing maintenance and minor repair work on structures and equipment;
 - e) assist in performing simple clerical work, including data entry and simple machine operation;
 - f) assist in providing recreation services at public facilities, which are not located at the DSNY;
 - g) assist in providing security.
- 2.3 The DSNY shall afford JTP participants the same rights as those afforded to agency personnel, including providing working conditions within Equal Employment Opportunity Act guidelines and Occupational Health and Safety Act standards, and reviewing complaints thoroughly. Workers Compensation claims for JTP participants shall be filed at the New York City Law Department.
- 2.4 In furtherance of the objective of this Agreement, the DSNY shall give JTP participants who apply for employment due consideration for hiring into its own job vacancies, attempt to achieve a JTP employment goal of 25 percent, and send out follow-up letters to participants to inquire about possible positive termination due to employment.
- 2.5 The DSNY agrees to employ and maintain staff that shall include but not be limited to a Coordinator and a Timekeeper. The DSNY's responsibilities shall include but not be limited to the following:

- a) Notify Work Experience Management ("WEM") within 30 days of all the names of coordinators, counselors, supervisors, timekeepers and any changes in these personnel;
 - b) Identify work experience positions with clearly defined job duties that do not infringe upon the job security of agency staff;
 - c) Provide all participants with a thorough orientation on the requirements of JTP each new start date by i) giving each participant an Orientation Manual; ii) reviewing the manual page by page; iii) providing the telephone number of the Agency Coordinator and a backup; iv) giving the participants the name and telephone number of their supervisor and supervisor backup; and v) holding orientations regardless of the number of participants referred, at least monthly, as determined by the agency.
- 2.6 The DSNY shall train all JTP supervisors regarding program goals and objectives, particularly regarding the prompt completion of evaluations.
- 2.7 The DSNY shall provide a well-structured and well-supervised work assignment ensuring that participants are given duties consistent with the goals of the agency, and that they are equipped and adequately supervised to perform their functions.
- 3 The DSNY shall assign participants to individual worksite supervisors, who will
- a) place participants into well-defined work assignments, provide direct supervision, including training, and arrange schedules that are consistent with JTP guidelines, and
 - b) inform participants that the formal evaluation will require evaluation of progress on work habits, attitudes, and skills development; discussion and evaluation of problems the participants might be experiencing with job performance or employment goals; and, signatures of both the worksite supervisor and the participant.
- 3.1 The DSNY shall meet with HRA personnel on a quarterly basis to review program performance under this Agreement. It shall cooperate with the field representatives who will make announced and unannounced visits to observe the workplace, interview staff and participants, assess the general effectiveness of supervision, inspect program-related files and otherwise ensure compliance with JTP policies and procedures.
- 3.2 The DSNY shall comply with all policies and procedures as promulgated in the Work Experience Program Policy and Procedures Manual, a copy of which the agency acknowledges receipt. The DSNY shall also cooperate with representatives of FIA in all matters related to the implementation of the Job Training Program.
- 3.3 Submission and pick-up of roster packages on a timely basis will be followed without exception. Messenger must pick up rosters and forms after 11 A.M. the Friday prior to a new start week. Properly completed Participant Change of Status Reports and rosters must be returned by the following Wednesday no later than 5. P.M., unless otherwise instructed.

- 3.4 The DSNY shall supervise compliance with record keeping responsibilities, which includes, but is not limited to, maintenance of participants' personnel files; use of official JTP Time Sheets if a time clock is not available, or any documents associated with the use of swipe cards; maintenance of all timekeeping records supporting time posted; making all of the above records available to HRA upon request for auditing purposes, such as cumulative filing, employment status of all participants, bi-weekly payroll file; hours worked and salary, etc.; and adherence to JTP requirements.
- 3.5 The DSNY shall include in all of its agreements with contractors and suppliers that each contractor and supplier will post entry-level job openings at the HRA Business Link.

ARTICLE III. Scope of Responsibilities: FIA

HRA agrees to render technical assistance in the administration of the Work Experience Program by providing training for appropriate staff persons in program policies and procedures and other mutually agreed upon assistance.

ARTICLE IV. Payment

- 4.1 HRA agrees to pay, and the DSNY agrees to accept, as full payment for the services to be performed an amount not to exceed \$ 350,763.00 for FY'16 and \$7,421,242.00 for FY'17 for the initial term, based on the line item budget, attached as Exhibit I.
- a. The renewal periods are subject to an annual agreement between the parties on the budget as described in Article 1.2 above.
- 4.2 Request for payment is to be made quarterly on an official Intra-agency invoice with supporting documentation. Such documentation must conform to the approved staffing pattern and shall include the name of the PA Recipient, job title, duties, hourly salary, period of time worked and payment due. Requests should be sent to:
- NYC Human Resources Administration (HRA)
FIA Office of Contracts, Budget & Special Services
150 Greenwich Street, 35th Floor
New York, New York 10007
ATTN: Lyndsey Richardson
- 4.3 If the budget has Other Than Personnel Services (OTPS) including furniture and equipment, invoices and supporting documentation in form and content acceptable to HRA should be submitted. A description of all furniture and equipment that has been acquired must be given along with their corresponding cost.
- 4.4 The official Intra-City invoice submitted shall include the following typed language, certifying that the reimbursement sought for PS and OTPS is not funded by any other City, State or Federal jurisdiction. The invoice should be signed by the DSNY fiscal agent.

"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 the price and amount, that it is necessary for the proper transaction of the business of the department, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed therein has been previously certified, and that the amount is solely for the operation of said program described on this invoice."

- 4.5 A quarterly expenditure report shall accompany all Invoices.
- 4.6 All invoices for the prior Fiscal year must be submitted for payment prior to the citywide year end close in August of the following Fiscal year.
- 4.7 In the event that HRA is unable to obtain State and Federal reimbursement for administrative cost and supplies of operating a JTP program, HRA may require submission of invoices that omit these costs.

ARTICLE V. Ownership of Deliverables

- 5.1 All deliverables under this agreement shall be the sole property of HRA, and the DSNY shall not allow same to be used, except for the purpose of this Agreement without the express written permission of HRA.
- 5.2 All furnishings, goods, equipment, supplies, and any other property acquired in whole or in part by funds provided for in this section by the City ("City Owned Property") shall be clearly marked or identified by the DSNY as HRA/City owned property. While in the DSNY' custody, possession or control, any such property shall be maintained in a first class condition and the DSNY shall bear all risk of loss and damages with respect thereto, normal wear excepted. The DSNY shall not dispose of city owned property without prior written approval of HRA.
- 5.3. The DSNY shall maintain an up-to-date inventory of furniture and equipment and submit such as requested and as part of the last invoice submission.

ARTICLE VI. Publicity and Intellectual Property

- 6.1 The prior written approval of HRA is required before the DSNY or any of its employees, servants, agents, or independent contractors, at any time, either during or after completion or termination of this Agreement, may make any statement to the press or issue any communication bearing on the work performed or data collected under this Agreement.
- 6.2 If the DSNY publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments achieved in such performance, HRA shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use publication.

ARTICLE VII. Retention of Records

The DSNY agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever is later. Any City, State, and Federal auditors and any other person duly authorized by HRA shall have full access to and the right to examine any of said materials during said period.

ARTICLE VIII. Compliance With Law

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 and 45 CFR articles 84 and 85.

ARTICLE IX. Confidentiality

- 9.1 All client information obtained, learned, developed or filed by the DSNY concerning recipients of services, including data contained in Official HRA files or records shall be held confidential by the DSNY pursuant to the provision of the Social Security Act, 42 U.S.C.A. 1306 (1988) and any applicable regulations promulgated thereunder, the New York State Public Health law, the New York State Privacy and Public Officers Law and all applicable federal, state and city laws and regulations, and shall not be disclosed by the DSNY to any person, organization, agency or to any other entity except as authorized or required by law.
- 9.2 All of the reports, information or data furnished prepared, assembled or used by the DSNY under this Agreement are to be held confidential and the DSNY agrees that the same shall not be made available to any individual or the organization without the prior written approval of HRA, except as directed by a court of law in a proceeding in which HRA has been provided by a court notice of the request for the disclosure.
- 9.3 The provisions of this Section shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

ARTICLE X. Termination

- 10.1 Either HRA or the DSNY shall have the right to terminate this Agreement in whole or in part:
 - a) Without cause, by giving the other party thirty (30) days prior written notice; or
 - b) Immediately if for cause, as determined by HRA exercising its reasonable judgment.

- 10.2 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.
- 10.3 In the event that HRA does terminate this Agreement, the DSNY shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the DSNY on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement. In no event shall the word "obligation" as used herein be construed as including any lease agreement, oral or written entered between the DSNY and its landlord.

ARTICLE XI. Notices

All notices required by this Agreement shall be delivered by hand or trackable overnight delivery service:

To DSNY:

Sam Asare
Work Experience Program
NYC Department of Sanitation
137 Centre Street, Room 603
New York, New York 10013

To HRA:

Attn: Lyndsey Richardson
NYC Human Resources Administration
FIA/Office of Contracts, Budget & Special Services
150 Greenwich Street, 35th Floor
New York, New York 10007

ARTICLE XII. Supervision

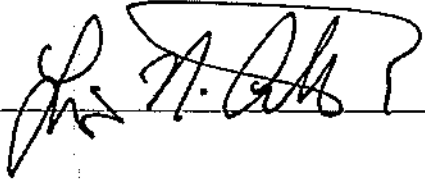
In compliance with Administrative Directive 80 ADM-86 of the New York State ("State") Department of Social Services ("DSS"), the Commissioner of HRA or his/her designee may require the removal for cause of any employee who performed any work under this Agreement, and may request the retention, reinstatement, or reassignment of any employee who performed any work under this Agreement and who may have been removed. Any employee performing work under this Agreement must report to the Commissioner of HRA or his/her designee and receive all assignments from the Commissioner or his/her designee. For the purposes of this article, the Commissioner of HRA has named the Commissioner of DSNY as his designee.

ARTICLE XIII. Modification

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NYC DEPARTMENT OF SANITATION (DSNY)


By: 

Name: Lorenzo N. Cipollina

Title: Deputy Commissioner

Date: 5/27/16

NYC HUMAN RESOURCES ADMINISTRATION (HRA)
Department of Social Services

By: 

Name: Vincent Pullo

Title: Agency Chief Contracting Officer (ACCO)

Date: 6/2/14

This Cooperative Agreement may be modified upon mutual written agreement by the Parties. It may not be altered or modified orally.

ARTICLE XIV. Entire Agreement

This written Cooperative 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 Cooperative 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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STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 2 day of June 2016 before me personally came Vincent Pullo
to me known and known to be the REC 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
acknowledged to me that 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 27th day of May 2016, before me personally came Lorenzo
Cipollina to me known to be of
the Deputy Commissioner of the DEPARTMENT OF SANITATION of the CITY OF NEW
YORK, the person described in and who executed the foregoing instrument, and he acknowledge
to me that he executed the same for the purpose therein mentioned.

Madelynn
NOTARY PUBLIC

MADELYNN LIGUORI
Notary Public, State of New York
No. 02LI6D41629
Qualified in Kings County
Commission Expires May 8, 2018

EXHIBIT I

FY '16 Sanitation JTP (Outdoor) Budget		
(As per the '17 Exec Budget Plan)		
		FY '16 Budget (2 months)
Salaries		
Participants (100 Annual Slots - phase in 60 JTP per month)		\$320,688
* (As of 5/1/16, the hourly rate is \$11.79)		
OTPS		
Supplies		\$30,075
Tools		
Paint		
Equipment		
Van Rental		
Training & Development		
Uniforms		
Miscellaneous		
Total OTPS		\$30,075
FY '16 Grand Total		\$350,763

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FY '17 Sanitation JTP (Outdoors) Budget (As per the '17 Exec Budget Plan)						
						FY '17 Budget
Job Training Participants (JTP) Wages (Annual average 300 Slots)						\$ 6,946,660
2 (As of 7/1/16; the hourly rate is \$11.79)						
*** (As of 9/3/16; the hourly rate would be increased to \$12.14)						
PS - Central Staff						
Title	Name	H C	FT E	Annual Salary	Budget	
ADMINISTRATIVE STAFF ANALYST (NON-MANAGERIAL) FORMER M2	BOWMAN, NINA I	1	1	\$ 71,282	\$ 71,282	
PRINCIPAL ADMINISTRATIVE ASSOCIATE - LEV 1 & 2 NON SUPVR	FLEURY, ESTHER	1	1	\$ 56,571	\$ 56,571	
COMMUNITY ASSISTANT	FONG-CAP, YVELINE	1	1	\$ 33,962	\$ 33,962	
COMMUNITY COORDINATOR	DIAZ, JOSHUA E	1	1	\$ 56,260	\$ 56,260	
COMMUNITY COORDINATOR	MCCRAE, JOHNNYMAE	1	1	\$ 65,690	\$ 65,690	
COMMUNITY COORDINATOR	WALKER, DELVA B	1	1	\$ 58,676	\$ 58,676	
COLLEGE AIDE (ALL CITY DEPTS)	HANNOU JR, PASCAL G	1	1	\$ 10,283	\$ 10,283	
Sub-total PS - Central Staff						\$ 352,724
Total JTP Wages & PS Central Staff						\$ 7,299,384
OTPS						
General Supplies						\$ 121,858
Total OTPS						\$ 121,858
FY '17 Grand Total						\$ 7,421,242

