

RENEWAL OF COOPERATIVE AGREEMENT BETWEEN THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION, THE NEW YORK CITY MAYOR'S OFFICE OF IMMIGRANT AFFAIRS, AND THE CITY UNIVERSITY OF NEW YORK

THIS RENEWAL AGREEMENT ("Renewal Agreement"), dated as of this 1st day of July, 2016, between the New York City Department of Social Services ("DSS"), acting by and through the Human Resources Administration ("HRA" or "Department"), located at 150 Greenwich Street, New York, NY 10007, the New York City Mayor's Office of Immigrant Affairs ("MOIA") with offices located at 253 Broadway, 14th Floor, New York, NY 10007; and the City University of New York ("CUNY"), organized under Article 125 of the New York State Education Law, with its principal office at 205 East 42nd Street, New York, New York 10017 (collectively "the Parties").

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated August 5, 2015 (the "Agreement") to, among other things, develop a program to offer free immigration legal information and immigration legal consultations to immigrants residing in New York City interested in learning whether they qualify for an immigration benefit or for an upgrade in their immigration status, and to offer document preparation and application assistance for New York City residents who qualify for an immigration benefit ("the Program"); and

WHEREAS, the Agreement was for a term commencing as of April 1, 2015, and terminating on June 30, 2016, with the option to renew the agreement for one (1) additional year; and

WHEREAS, under the Agreement CUNY designated the Research Foundation of the City University of New York ("RFCUNY") as its fiscal agent to administer funds and engage or provide staff for the purpose of performing services or other obligations under this Agreement on CUNY's behalf; and

WHEREAS, the Parties entered into a Modification Agreement dated May 26, 2016, to specify the roles and responsibilities of the Parties regarding the Program Staff; and

WHEREAS, The Parties entered into a Second Modification Agreement to modify the Budget and other terms of the Agreement in order to increase the not-to-exceed amount of the Agreement by \$386,741 for the New York City 2016 Fiscal Year, and to clarify ownership of technology and intellectual property in the operation of the Program; and

WHEREAS, the Parties now wish to exercise the renewal option in order to continue the operation of the Program for one additional year, and to modify the Agreement to meet present needs;

NOW, THEREFORE, the Parties agree as follows:

1. EFFECT OF EXERCISE OF RENEWAL OPTION ON THE AGREEMENT

Except as modified herein, and as previously modified, all of the terms, covenants, and conditions of the Agreement shall remain unchanged and remain in full force and effect.

2. RENEWAL TERM OF PERFORMANCE

Pursuant to Article 1, Section B of the Agreement, the Parties hereby exercise their renewal option. The Renewal Term shall be from July 1, 2016 through June 30, 2017, unless sooner terminated pursuant to the terms of the Agreement.

3. RENEWAL TERMS OF PAYMENT

During the Renewal Term of July 1, 2016 through June 30, 2017, HRA agrees to pay CUNY, subject to funding and MOIA's approval of the invoices, and CUNY agrees to accept as full payment for all services rendered under this Renewal Agreement, an amount not to exceed six million five hundred forty eight two hundred twenty and ninety-five cents (\$6,548,220.95) for Fiscal Year 2017, except for any costs specifically assumed by CUNY pursuant to this agreement, and in accordance with the Renewal Budget attached hereto as Exhibit 1.

4. MODIFICATION OF TERM

A. Article 1, Section B of the Agreement is hereby deleted in its entirety and replaced with the following:

“The Parties shall have the option to renew this Agreement on a yearly basis for three (3) additional one (1) year terms, subject to appropriations.”

B. For purposes of the foregoing clause, this Renewal Agreement shall be counted as the first of the three permitted renewal terms.

5. MODIFICATION OF PROGRAM DEFINITION AND SCOPE OF SERVICES

A. The words “including but not limited to DACA and DAPA,” are hereby deleted from Section 2.A.1 of the Agreement.

B. The words “Before the Expanded DACA and DAPA programs open for applications,” are hereby deleted from Section 2.A.3 of the Agreement.

- C. The words "When Expanded DACA/DAPA applications become available, the Program will prioritize providing DACA/DAPA application assistance to eligible individuals" in Section 2.A.3 of the Agreement are hereby deleted in their entirety, and are replaced with: "It will also conduct outreach and provide education and case management services targeted to individuals who potentially qualify for DACA but have not yet fulfilled the education requirement. By enrolling in education classes that meet U.S. Citizenship and Immigration Services' ("USCIS") guidelines offered by the Program, such individuals may qualify for and obtain DACA."
- D. The following language is hereby added to the Agreement as a new Section 2.A.4: "The Program will offer the services described herein in communities and at sites where immigrants are located, including, but not limited to, community-based organizations, schools, and hospitals serving immigrant populations."
- E. The first instance of the word "shall" is hereby deleted from Section 2.B.3.e of the Agreement, and is replaced with "may."
- F. The words "CUNY or the RF will procure such software technology" of Section 2.B.4.a of the Agreement, as modified by the Second Modification Agreement, are hereby deleted and replaced with the following: "MOIA, CUNY or the RF will procure such software technology."
- G. Section 2.B.4.c of the Agreement is hereby modified to read, in relevant part, "... shall procure hardware technology needed to use the software technology procured by MOIA, CUNY, or the RF..."
- H. The following language is hereby added to the Agreement as a new Section 2.B.5.g: "Using funds allocated under the Budget, and with prior written approval by MOIA, CUNY may enter into agreements for legal technical assistance. The Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY."
- I. Section 2.B.6.a of the Agreement is hereby modified as follows:
 - i) The word "shall" is hereby replaced by "may."
 - ii) The following sentence is hereby added to the end of the Section: "Based on the application process determined by MOIA and CUNY, MOIA and CUNY may also select an experienced community based organization to coordinate clinic logistics."
- J. Section 2.B.7.a.i of the Agreement, as added by the First Modification Agreement, is hereby deleted in its entirety and replaced with the following: "Hire Program Staff in the following positions: Operations Analysts, Program Managers, Legal Counsel, Special Assistant of Administration and Operations, and any additional

staff as deemed necessary by MOIA, in consultation by CUNY, subject to available funding.”

K. The following language is hereby added to the Agreement as a new Section 2.B.8:

“8. Program Education

- i) Based on the application process determined by MOIA and CUNY, MOIA and CUNY shall select qualified education providers (“Education Providers”) to provide education and case management services for the Program.
- ii) CUNY, with the support of MOIA, shall be responsible for conducting stakeholder engagement activities with prospective Education Providers.
- iii) CUNY, with the support of MOIA, shall be responsible for widely distributing the Education Provider application and for receiving completed applications.
- iv) With prior written approval by MOIA, CUNY shall enter into agreements with the chosen Education Providers using funds allocated under the Budget. The Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY.
- v) In consultation with MOIA, CUNY shall be responsible for drafting all agreements mentioned in this subsection.
- vi) In consultation with MOIA, CUNY shall be responsible for the logistics and execution of all agreements mentioned in this subsection.”

6. MODIFICATION OF DATA SECURITY AND CONFIDENTIALITY

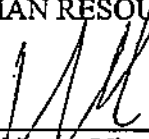
- A. In Section 7.A of the Agreement, all references to “either party” are hereby revised to “a Party,” and all references to “the other Party” are hereby revised to “the other Parties.”

[Signature page follows]

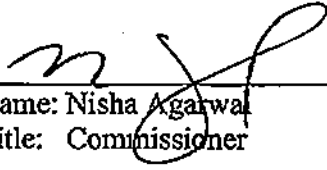
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IN WITNESS WHEREOF, the Parties have duly executed this Renewal Agreement on the date first above written.

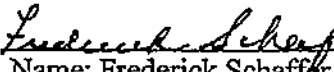
CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

By: 
Name: Vincent Pullo
Title: Agency Chief Contracting Officer

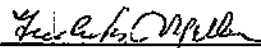
CITY OF NEW YORK
MAYOR'S OFFICE OF IMMIGRANT AFFAIRS

By: 
Name: Nisha Agarwal
Title: Commissioner

THE CITY UNIVERSITY OF NEW YORK

By: 
Name: Frederick Schaffer
Title: General Counsel

APPROVED AS TO FORM


Office of the General Counsel
The City University of New York
Date: 10-18-16

ACKNOWLEDGEMENTS

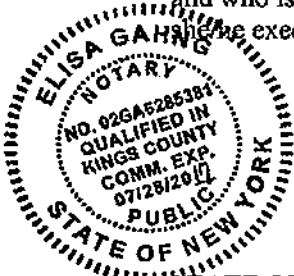
STATE OF NEW YORK)
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COUNTY OF NEW YORK)

On this 26 day of October, 2016, before me personally came Vincentullo, to me known and known to me to be the Acco of the DEPARTMENT OF SOCIAL SERVICES / HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes 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)
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COUNTY OF NEW YORK)

On this 13 day of October, 2016, before me personally came Nisha Agarwal, to me known and known to me to be the Commissioner of the NEW YORK CITY MAYOR'S OFFICE OF IMMIGRANT AFFAIRS, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein mentioned.



[Signature]
NOTARY PUBLIC

STATE OF NEW YORK)
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COUNTY OF NEW YORK)

On this 11th day of October, 2016, before me personally came Frederick Schaffer, to me known and known to me to be the General Counsel & Sr. Vice Chancellor for Legal Affairs of THE CITY UNIVERSITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein mentioned.

Sophia Walsh-Newman
NOTARY PUBLIC
SOPHIA WALSH-NEWMAN
Notary Public, State of New York
No. 01WA6023913
Qualified in Queens County
Commission Expires March 29, 2018

Exhibit 1: Budget

Estimated Budget FY 17	
Personnel	
Position	Budget
Full-time	
Senior Program Staff	\$259,322.50
Junior Program Staff	\$148,425.00
Fiscal Management	\$125,000.00
Total Salaries	\$532,747.50
Fringe Benefits	
F/T at 38%	\$202,444.05
MTA Tax @ .0034	\$1,811.34
Total Fringe Benefits	\$204,255.39
Total Personnel	\$737,002.89
Other Than Personnel Services (OTPS)	
Agreements with community-based organizations and legal service providers	\$4,667,582.25
Subcontracts for technology and hotline	\$542,343.00
Staff Equipment	\$6,000.00
Total OTPS	\$5,215,925.25
Total Direct Cost	\$5,952,928.14
Indirect Cost at 10%	\$595,292.81
Total Budget	\$6,548,220.95

