

THIS COOPERATIVE AGREEMENT ("Agreement") with an Effective Date of July 1, 2016, is between the City of New York acting through its Department of Social Services of the Human Resources Administration ("HRA" or "Department" or "City") 150 Greenwich Street, New York, New York 10007 and The New York State Unified Court System ("UCS") with offices at 25 Beaver Street, New York, New York 10004 (collectively, "the Parties").

WITNESSETH

WHEREAS, HRA and UCS seek to provide assistance through non-lawyers to litigants in housing court who are at risk of eviction and shelter entry through the Housing Court Navigator Pilot; and

WHEREAS, UCS has agreed to facilitate the provision of assistance to such high risk tenants to navigate the housing court process; and

WHEREAS, HRA will reimburse UCS an amount not to exceed \$100,000 in connection with the facilitation of the assistance described herein, pursuant to Section 1-02(f)(1) of the Procurement Policy Board Rules ("PPB Rules"); and

WHEREAS, pursuant to 99-r of the General Municipal Law, this Agreement shall be exempt from the provisions of the PPB Rules; and

WHEREAS, HRA and UCS agree to implement the provision of these services; and

NOW THEREFORE, in consideration of the above and the provisions set forth herein, it is mutually agreed as follows:

ARTICLE 1. SCOPE OF SERVICES

The assistance to be provided by UCS under the Housing Court Navigator Pilot is described in **Exhibit A**, annexed hereto and made a part hereof.

ARTICLE 2. NEW YORK STATE STANDARD CLAUSES

The parties agree to abide by the New York State Unified Court System Standard Clauses for all Contracts, which is annexed as **Exhibit B**, and incorporated herein made a part hereof.

ARTICLE 3. EFFECT OF AGREEMENT

This Agreement shall not become effective or binding unless all procedures and approvals required by law have been followed and obtained.

ARTICLE 4. TERM

The term of this Agreement shall be in effect from March 10, 2016 through March 9, 2017.

ARTICLE 5. RENEWAL OPTION

HRA and UCS may, upon mutual written agreement, renew this Agreement for one additional term of one (1) year. HRA and UCS shall meet within ninety (90) days prior to the expiration of this Agreement to discuss the terms of the renewal, if any.

ARTICLE 6. PAYMENT AND INVOICING

1. HRA agrees to reimburse UCS an amount not to exceed \$100,000 for the provision of assistance through the Housing Court Navigator Pilot as set forth in Exhibit A.

2. Payment shall be made on the basis of approved invoices submitted by UCS to HRA on a quarterly basis on June 10, 2016, September 10, 2016, December 10, 2016 and March 9, 2017.

3. UCS shall submit invoices to:

Sara Zuiderveen
Deputy Commissioner
Human Resources Administration
Office of Homelessness Prevention
150 Greenwich Street, 42nd Floor
New York, NY 10007

4. UCS's invoices must include the following typed language, certifying that the reimbursement sought is not funded by any other City, State, or Federal jurisdiction. The invoice must be signed by the Fiscal Officer or other authorized representative of UCS and contain 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 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 thereon has been previously certified, and that the amount is solely for the operation of said program described in this invoice."

5. Once approved, the invoice will be sent for payment to:

NYC Human Resources Administration
150 Greenwich Street, 33rd Floor
New York, NY 10007
Attn: Madlyn Korman, Director of Accounts Payable

6. In the event UCS fails to serve a minimum of one hundred (100) households who reside in HRA identified zip codes or who have had previous New York City Department of Homeless Shelter ("DHS") history, HRA reserves the right to reduce the payment by an applicable proportional amount.

7. UCS agrees to accept payment under this Agreement from HRA by electronic fund transfer. Prior to the payment made under this Agreement, UCS shall designate one financial institution or other authorized payment agent and shall complete the attached "EFT Vendor Payment Enrollment Form" (annexed as **Exhibit C**) in order to provide the Commissioner of the New York City Department of Finance with information necessary for UCS to receive electronic fund transfer payments.

ARTICLE 7. REPORTING REQUIREMENTS

1. UCS agrees to share all reports with HRA on tenants served, services provided, case outcomes and other information collected on all tenants served under the Housing Court Navigator Pilot.

2. UCS shall submit quarterly reports on each household who meets the HRA "targeted services population" including the services received and the case outcome. The tenant's name, address and index number shall also be provided.

3. The quarterly reports are due June 10, 2016, September 10, 2016, December 10, 2016, and March 9, 2017.

ARTICLE 8. CONTRACT CHANGES

Changes may be made to this contract only as duly authorized by HRA and UCS in writing.

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

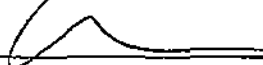
City of New York, Human Resources Administration

By: 

Title: HR

Date: 9/9/16

New York State Unified Court System

By: 

Title: Executive Director

Date: 8/25/16

STATE OF NEW YORK

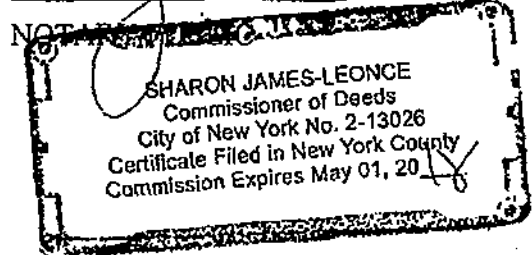
:SS:

COUNTY OF NEW YORK

On this 9 day of Sept 2016, before me personally came
Vincent R. Pano _____, to me known and known to be
NYC _____ 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.

Sharon James-Leonce



STATE OF NEW YORK

:SS:

COUNTY OF NEW YORK

On this 25 day of August 2016, before me personally Ron Youngkin to me known and known to be
Executive Director of THE NEW YORK STATE UNIFIED COURT SYSTEM, 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.

Haydee Marrero
NOTARY PUBLIC

HAYDEE MARRERO
NOTARY PUBLIC, State of New York
No. 01MA5057882
Qualified in Bronx County
Commission Expires 7-1-2018

EXHIBIT A
NEW YORK STATE UNIFIED COURT SYSTEM
HOUSING COURT NAVIGATOR PILOT

Services

The Housing Court Navigator Pilot is a project of the New York State Unified Court System to provide assistance through non-lawyers to litigants in Kings County Housing Court in order to increase access to justice by providing non-attorney "Navigators" to selected unrepresented tenants. The Navigators will assist unrepresented tenants by providing them with the information and assistance they need to be able to represent themselves more effectively.

The pilot includes two levels of services, depending on the circumstances of the case and the ability of the tenant to navigate the housing court process on his/her own. Level I tenants receive help using the Court's DIY program with the help of LawHelp. Level II tenants receive a case manager who will accompany the tenant to court and provide assistance for:

- Obtaining rental arrears assistance;
- Answering questions regarding proposed stipulations;
- Assisting in obtaining repairs;
- Communicating with the judge or court attorney regarding the status of the plan to secure arrears, history of rent payments and history of repairs;
- Understanding how to respond to the court's request to produce documents.

Referral of Clients to a Housing Court Navigator

- 1) Housing Court Answers staff will approach tenants waiting on line in Kings County Housing Court to determine whether they want to participate in the program.
- 2) Tenants will be screened in order to determine whether they qualify for the program (e.g., non-payment petition, live in public housing or rent stabilized housing.)
- 3) Housing Court Answers will determine if the tenant requires Level I or Level II services. During the answer process the navigator will consider the following factors in determining whether to refer the case for Level II services for more in-depth case management:

- Living in zip codes 11207, 11233, 11221;
- Exclude anyone who lives in zip code 11212;
- Anyone who answers yes to the following question – *Since the age of 18, have you ever stayed in a shelter in New York City?*;
- Amount of rental arrears;
- If extensive repairs are needed in apartment;
- Language barriers to effective communication;
- Physical and mental barriers to effective communication;
- Physical and mental barriers to effectively advocate for oneself;
- Low-income or no income (200% of poverty or below);
- Affordable apartments (Less than \$1200 – special emphasis with apartment less than \$900).

4) Housing Court Answers will prioritize the DHS targeted service population for Level II service.

HRA Target Service Population

The HRA target service population will be prioritized for Level II services, which are reserved for tenants with high rent arrears, repair needs and for tenants who need special assistance due to language and other barriers.

Level II services funded by HRA under this Agreement will be targeted to the following households:

- 1) Tenants who reside in zip codes 11207, 11233, and 11221

OR

- 2) Tenants who had previously resided in a DHS shelter.

HRA reserves the right to modify the target service population.

EXHIBIT B

May, 2013

New York State Unified Court System Appendix A Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 23, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 210 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-b of the State Finance Law, if this contract exceeds \$5,000,000, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number

assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

Exhibit C

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

GENERAL INSTRUCTIONS

Please complete all sections of the Direct Deposit EFT Enrollment Application and forward the completed application along with a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007 - Attention: EFT, or Fax to: EFT at 212-669-4656.

SECTION I - VENDOR INFORMATION

1. Enter the vendor's social security number or taxpayer ID number, the 9-digit number reported on the W-9 form.
2. Provide the name of the vendor (as it appears on the W-9).
3. Enter the vendor's complete address for EFT correspondence associated with this account.
4. Provide the vendor's E-mail address, if you have one.
5. Indicate the name and telephone number of the vendor's contact person. (If you are enrolling yourself individually, you are the contact person.)

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. Indicate the vendor's bank account number.
2. Indicate the vendor's account name.
3. Provide bank's name
4. Provide the complete address of your bank.
5. Indicate 9-digit routing (ABA) transit number (located at the bottom of your check).
6. Indicate type of account: (Check one box only).
7. List name and telephone number of your bank's Direct Deposit/EFT Coordinator.

SECTION III - VENDOR SIGNATURE

Sign and date where indicated.



FINANCE
NEW YORK
THE CITY OF NEW YORK
DEPARTMENT OF FINANCE
www.finance.nyc.gov

CITY OF NEW YORK • DEPARTMENT OF FINANCE • TREASURY DIVISION

DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (EFT) VENDOR PAYMENT ENROLLMENT FORM

INSTRUCTIONS: Please complete all sections of this Enrollment Form and attach a voided check or a copy of an encoded deposit slip that includes an imprinted vendor's name. See the reverse side for more information and instructions.

Mail to: NYC Department of Finance, Treasury Division, One Centre Street, Room 727, New York, NY 10007
- Attention: EFT, or Fax to: EFT at 212-669-4656.

SECTION I - VENDOR INFORMATION

1. SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER: (AS IT APPEARS ON W-9 FORM)	
2. VENDOR NAME (AS IT APPEARS ON W-9 FORM):	
3. VENDOR'S PRIMARY ADDRESS:	
4. VENDOR'S EMAIL ADDRESS:	
5. CONTACT PERSON NAME:	CONTACT PERSON TELEPHONE NUMBER:

SECTION II - FINANCIAL INSTITUTION INFORMATION

1. BANK ACCOUNT NUMBER:	2. ACCOUNT NAME:
3. BANK NAME:	
4. BANK BRANCH ADDRESS:	
5. ROUTING TRANSIT NUMBER: (LOCATED AT THE BOTTOM OF YOUR CHECK)	6. ACCOUNT TYPE: (CHECK ONE) <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS
7. DIRECT DEPOSIT/EFT COORDINATOR'S NAME:	TELEPHONE NUMBER:

SECTION III - VENDOR SIGNATURE

VENDOR SIGNATURE	PRINT NAME	DATE
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