

INTRA-CITY AGREEMENT
BETWEEN
THE NEW YORK CITY ADMINISTRATION FOR CHILDREN'S SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY
DEVELOPMENT

This Intra-City Agreement ("Agreement"), effective as of July 1, 2013, is made and entered into by the New York City Administration for Children's Services ("ACS"), located at 150 William Street, New York, New York 10038, and the New York City Department of Youth and Community Development ("DYCD"), located at 156 William Street, New York, New York 10038.

WITNESSETH

WHEREAS, ACS is the agency of the City of New York ("City") dedicated to protecting the City's youth and strengthening families through the provision of various child welfare services, including preventive services and foster care services;

WHEREAS, DYCD supports the City's youth and their families by administering a variety of youth and community development programs including through a program in which DYCD provider agencies operate approximately eighty (80) school-based community centers that provide various educational, athletic, and recreational programming during non-school hours (the "Beacon Program");

WHEREAS, the Beacon Program, given the locations of program sites, availability during evening and weekends, and overall programmatic environment, provides the City a greater opportunity for outreach to families with children (a) at risk of foster care placement, or (b) that have been placed into foster care but where the family is working towards reunification or adoption;

WHEREAS, ACS wishes to provide DYCD funding for fifteen (15) Beacon Program sites to provide general preventive services to eligible children and their families where such services are designed to (a) ensure the safety of children at risk of foster care placement, reduce risks of foster care placement, and preserve, support and strengthen the family, and (b) promote family reunification or adoption for children that have been placed into foster care and prevent replacement into foster care (collectively, the "Foster Care Prevention Program"); and

WHEREAS, the parties are willing and able to perform their respective duties and responsibilities as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I. Term & Renewal

A. Term

The term of this Agreement is for the period of July 1, 2013 through June 30, 2014.

B. Renewal

This Agreement may be renewed five (5) times by mutual written agreement of the parties for a period of one (1) year for each renewal.

ARTICLE II. Modification & Termination

A. Modification

This Agreement may only be modified through the mutual written agreement of the parties.

B. Termination

1. Either party may terminate this Agreement without cause (a) upon thirty (30) days written notice to the other party, or (b) immediately by mutual written consent of the parties.
2. Any party may terminate this Agreement immediately if, in such party's reasonable judgment, just cause exists.
3. This Agreement is funded by funds secured from the federal, New York State, and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, New York State, and/or City governments, ACS shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, New York State, and/or City governments. Any reduction in funds pursuant to this Article II.B.3 shall be accompanied by an appropriate reduction in the services contemplated by this Agreement.

ARTICLE III. Fiscal Matters

A. Maximum Reimbursable Amount

1. ACS shall reimburse DYCD for the cost of operating the Foster Care Prevention Program.
2. The Maximum Reimbursable Amount for this Agreement shall not exceed eight million nine hundred ninety eight thousand four hundred thirty three dollars (\$8,998,433.00) in accordance with the budget contained in the attached Exhibit

A and incorporated herein. No liability shall be incurred by ACS beyond the amount of the Maximum Reimbursable Amount.

B. Invoices

Invoices shall be submitted on a quarterly basis. The invoices shall be in a form established by ACS and shall be accompanied by appropriate supporting documentation and any other information reasonably deemed necessary by ACS. ACS may disallow for payment any expenses or charges which were not authorized or documented in accordance with the terms of this Agreement.

C. Books and Records

DYCD shall maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

D. Maintenance of Records

DYCD agrees to maintain any and all books, records, documentation, justifications and other evidence relevant to this Agreement, including those required pursuant to Article III.C, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit.

E. Inspection

1. At any time during the Agreement or during the record retention period set forth in Article III.D, ACS, as well as City, state and federal auditors and any other persons duly authorized by ACS shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of DYCD pursuant to this Article III.
2. ACS shall have the right to have representatives of ACS or the State of New York or federal government present to observe the services being performed pursuant to this Agreement.

F. Audit

1. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all invoices presented for payment and the books, records, and other documents upon which such invoices are based (e.g., reports, cancelled checks, accounts, and all other

similar material), are subject to audit by (i) ACS, (ii) the State of New York, (iii) the federal government, and (iv) other persons duly authorized by the City.

2. DYCD shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by ACS.
3. DYCD shall not be entitled to final payment until DYCD has complied with the requirements of this Article III.F.

ARTICLE IV. Scope of Services

A. Foster Care Prevention Program

DYCD shall, and shall cause its Beacon Program providers, to operate the Foster Care Prevention Program in accordance with the Scope of Work attached hereto as Appendix B.

B. Future Beacon Community Centers Request for Proposals

Prior to releasing a request for proposals through which DYCD will seek new providers for the Beacon Program ("Future RFP"), DYCD shall consult ACS to determine and draft the scope of services related to the Foster Care Prevention Program component contained in the Future RFP. The scope of services related to the Foster Care Prevention Program in the Future RFP will supersede the Scope of Work hereto attached as Exhibit B.

ARTICLE V. Miscellaneous

A. Compliance with Law

DYCD is responsible for ensuring that any service provided pursuant to this Agreement, or by any sub-contract, affiliation or grant hereunder, complies with all pertinent provisions of federal, state or local statutes, rules and regulations, and that all necessary approvals hereunder have been obtained.

B. Notice

Notices required herein shall be in writing and shall be sent by certified mail, return receipt requested, and shall be delivered to the other party at the following address:

To DYCD:

156 William Street, 2nd Floor
New York, NY 10038
Attention: General Counsel

To ACS:

150 William Street
New York, NY 10038
Attention: Assistant Commissioner, Community-Based Services

C. Survival

The parties agree that Article III(D), Article III(E) and Article III(F) shall remain in full force and effect following the expiration or termination of this Agreement.

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

City of New York
Administration for Children's Services

Courtney LeBorious
Courtney LeBorious
Exec. Director of Financial Services

6/25/2014
Date

City of New York
Administration for Children's Services

Jacqueline McKnight
Jacqueline McKnight
Deputy Commissioner, Family Support Services

6/26/14
Date

City of New York
Department of Youth and Community Development

Caroline Press
~~Michael O'Neil~~ Caroline Press
~~General Counsel~~ Acting General Counsel

7/8/14
Date

Exhibit A
Budget

Department of Youth and Community Development
ACS Beacons Preventive Services
Fiscal Year 2014

Cntrct #	Provider name	Program Slots	FY14 Budget	FY14 Cola	FY14 Caseload	FY14 Enhancements		FY14 Total
						Slot Cost	Budget	
9964	Graham Windham (previously Alianza)	75	\$ 484,050.00	\$ 11,735.00	\$ 68,646.00	\$ 400.00	\$ 30,000.00	\$ 594,431.00
9965	CAMBA, Inc.	45	\$ 318,195.00	\$ 7,314.00	\$ 52,210.00	\$ 400.00	\$ 18,000.00	\$ 395,719.00
9966	Cypress Hills Local Development Corporation	45	\$ 318,195.00	\$ 8,167.00	\$ 52,210.00	\$ 400.00	\$ 18,000.00	\$ 396,572.00
9967	Good Shepherd Services	60	\$ 421,800.00	\$ 11,548.00	\$ 68,646.00	\$ 400.00	\$ 24,000.00	\$ 525,994.00
9968	Good Shepherd Services	90	\$ 588,780.00	\$ 16,404.00	\$ 102,969.00	\$ 400.00	\$ 36,000.00	\$ 744,153.00
9969	Graham Windham	90	\$ 588,780.00	\$ 14,772.00	\$ 102,969.00	\$ 400.00	\$ 36,000.00	\$ 742,521.00
9970	Harlem Children's Zone, Inc	120	\$ 760,080.00	\$ 22,448.00	\$ 137,292.00	\$ 400.00	\$ 48,000.00	\$ 967,820.00
9972	Heartshare Human Services	105	\$ 662,130.00	\$ 17,942.00	\$ 102,969.00	\$ 400.00	\$ 42,000.00	\$ 825,041.00
9973	New York City Mission Society	45	\$ 318,195.00	\$ 7,028.00	\$ 52,210.00	\$ 400.00	\$ 18,000.00	\$ 395,433.00
9975	SCO Family of Services	60	\$ 421,800.00	\$ 11,138.00	\$ 68,646.00	\$ 400.00	\$ 24,000.00	\$ 525,584.00
9976	Sesame Flyers International, Inc.	60	\$ 421,800.00	\$ 11,549.00	\$ 68,646.00	\$ 400.00	\$ 24,000.00	\$ 525,995.00
9977	Southern Queens Park Association	60	\$ 421,800.00	\$ 11,500.00	\$ 68,646.00	\$ 400.00	\$ 24,000.00	\$ 525,946.00
9978	The Child Center of NY	45	\$ 318,195.00	\$ 7,573.00	\$ 52,210.00	\$ 400.00	\$ 18,000.00	\$ 395,978.00
9979	United Activities Unlimited, Inc.	60	\$ 421,800.00	\$ 10,611.00	\$ 68,646.00	\$ 400.00	\$ 24,000.00	\$ 525,057.00
9980	YMCA of Greater New York - Virtual Y	60	\$ 421,800.00	\$ 10,927.00	\$ 68,646.00	\$ 400.00	\$ 24,000.00	\$ 525,373.00

Total Contracted Budget	1020	\$ 6,887,400	\$ 180,656	\$ 1,135,561	\$ 408,000	\$ 8,611,617	BC	OC
					Opening Fees \$	386,816	3690	695
					FY2014 Total \$	8,998,433	3190	40X

Exhibit B
Scope of Work

A. Foster Care Prevention Program Goals and Objectives

The goals and objectives for the Foster Care Prevention Program are to:

1. prevent child abuse and neglect;
2. reduce the number and percentage of placements into foster care for youth receiving preventive services;
3. reduce the number and percentage of youth who are the subject of subsequent abuse and neglect reports;
4. serve youth and their families in their neighborhood of origin;
5. promote the optimal health, well-being, and development of youth; and
6. strengthen families.

B. Foster Care Prevention Program Approach:

1. Contractor/Staff Qualifications

- a. DYCD Beacon Program providers (each a “Contractor”) shall provide preventive services to families with youth at risk of foster care placement in a manner which ensures the safety of the youth and seeks to preserve, support and strengthen the family, when appropriate.
- b. The design and delivery of all preventive services would be family-focused and inclusive of the needs and culture of the community. Services would address the individual needs of the youth and the family members residing with the youth.
- c. The Contractor shall employ a holistic approach to child welfare services and engage in ongoing efforts to bring about the necessary changes in service delivery culture.
- d. The Contractor shall provide preventive services in accordance with all existing Federal, State, and City laws, rules, and regulations, and consistent with policies, procedures, and standards promulgated by ACS. This includes the ACS Preventive Services Quality Assurance Standards and Indicators.
- e. The Contractor shall maintain a program utilization level of 100 percent.
- f. The Contractor shall provide support services and counseling to at risk youth and families within their own neighborhood or as close to their own neighborhood as possible, when appropriate.

- g. The Contractor shall ensure that culturally and linguistically competent services are provided through a staff that is representative of the community served and fluent in the languages spoken by participating youth and family members. To the extent possible, the Contractor shall also recruit and hire appropriately qualified staff from the community served.
- h. Whenever possible, the Contractor shall employ social work staff who have a Masters in Social Work or equivalent levels of education and/or experience.

2. Staff Qualifications

- a. The Contractor shall review prospective staff members' qualifications and make hiring decisions in the context of the size of the program. A small program needs a higher proportion of staff with strong child welfare (child protective, foster care or preventive services) experience than does a large program because of its lack of managerial/supervisory depth.
- b. The director shall have a Masters in Social Work or an equivalent human services graduate degree as approved by ACS, and relevant administrative and supervisory child welfare experience. Any preventive program of 60 slots or larger must have a full-time Program Director.
- c. The supervisor shall have a Masters in Social Work or an equivalent human service graduate degree as approved by ACS, and at least two years of documented relevant child welfare experience. Supervisory experience is preferred, although not necessarily in a formal supervisory position.
- d. Intake worker(s) shall have a Bachelor of Arts, Bachelor of Science, Bachelor of Social Work, or Masters in Social Work or an equivalent human services graduate degree with at least two (2) years documented relevant experience.
- e. The case planner shall have a Bachelor of Arts, Bachelor of Science, Bachelor of Social Work, or Masters in Social Work or equivalent human services graduate degree.
- f. Other professional staff and consultants shall have degree/professional accreditation/licensure and experience appropriate to the particular position. Psychologists, nurses, and others requiring licensure must document each year a current New York State license/registration.

- g. Parent aides shall have a high school diploma or general equivalency diploma and at least one year of relevant work in a family rehabilitation program and/or life experience and/or successful completion of an ACS family treatment/rehabilitation program or similar program. Parent aids working with youth or families in substance use disorder treatment or recovery shall have graduated from substance use disorder treatment program and have at least two (2) years of sobriety.
- h. Childcare worker(s) shall have one year of appropriate experience working with a similar population or successful completion of and graduation from an ACS Family Rehabilitation Program or similar program.
- i. Other paraprofessionals shall have at least a high school diploma/general equivalency diploma and training and experience appropriate to the particular position.
- j. Social work staff shall have demonstrated experience and skill with, and commitment to, the practices and concept of family treatment, as well as knowledge of and experience with domestic violence issues. Social work staff shall also have experience and skill with substance abuse issues.

* Caseload/Supervisory Ratios. Actual ratios may vary with an average annual caseload of 15 for case planners. New York State Office of Children and Family Services regulations require that a preventive services provider would assign a family to not more than one case planner at a time. Individual caseloads significantly higher than 15 are not recommended because of the level of services families require. A supervisory caseload is not to exceed 5 case planners with a total of 75 families.

3. Program Accessibility of Services

- a. Participants shall have access to all services in the Beacon Program.
- b. The Contractor shall operate during hours that reflect the needs of the youth and families to be served, including after school and evening availability.
- c. The Contractor shall assess the communication skills of each youth and family to be served.
- d. The Contractor shall make services accessible to youth with physical disabilities, including but not limited to, TDD service, large print informational reading materials, and establishing referral protocols to programs serving disabled communities.

- e. The Contractor shall assist each parent in obtaining appropriately supervised child care services.

C. Program Design

1. Core Service Areas

a. Social Work Services and Advocacy

- i. Caseworkers shall identify and provide those specific services that address those issues placing a youth at risk of foster care placement or delaying successful discharge and family reunification.
- ii. Caseworkers shall prioritize assessment of the safety of youth in each household and take all necessary and appropriate measures to ensure their safety, including, but not limited to, all actions required of mandated reporters.
- iii. In their initial assessments, the caseworkers shall consider youth and family history information available from individuals significantly involved in the youth's life, including, but not limited to the youth's parents, extended family members, teachers, friends, and recreational personnel. The Contractor shall incorporate these individuals into the youth's and family's support network, to the extent that such inclusion is deemed appropriate. In addition, the Contractor shall conduct domestic violence screenings during initial case assessments and establish protocols for addressing such issues when indicated.
- iv. Caseworkers shall be responsible for case planning and ensure that youth and parents and primary caretakers are actively involved in goal setting and service planning. Youth participation shall be assumed appropriate for youth aged ten (10) and older unless deemed inappropriate and supporting reasons for such a determination are documented. Caseworkers must review the service plans with the family and adjust the goals and services as needed to meet the needs of the family.
- v. The Contractor shall promote and support frequent and positive parent-child interactions, such as family counseling, parent-child homework groups, and recreational and socialization activities.
- vi. During the initial stages of participation in the program, caseworkers shall schedule weekly casework contacts, including extensive home-based casework contact with the youth and family

members living in the home, and with nonresident family members to the extent appropriate to achieve the family's agreed upon goals as indicated in the approved service plan. Casework contacts must meet or exceed the recommended minimums specified in ACS regulations.

- vii. Caseworkers shall serve as advocates on behalf of the youth and families, with activities including, but not limited to, coordinating services for the family, assisting youth and their resident family members in navigating governmental and private sector systems to the extent required to successfully address the individual's needs, including, but not limited to, interactions with the managed care plans, Department of Education, Human Resources Administration, and the New York City Housing Authority.
- viii. The Contractor shall perform outreach and engage non-custodial and/or incarcerated parents to the extent necessary to successfully implement the youth's and family's approved service plan.

b. Alcohol and Substance Abuse

- i. Qualified key staff members shall assess alcohol and substance abuse issues affecting youth and their resident family members using formal assessment instruments.
- ii. The Contractor shall provide counseling services, advocacy, and referrals to address substance abuse issues.

c. Health Services

- i. Within 30 days of referral, whenever appropriate and necessary, the Contractor shall assess the youth's eligibility for Medicaid, or for Child Health Plus and assist families in obtaining health services coverage when eligible.
- ii. The Contractor shall obtain a youth's health history and assess the youth's health and well-being within the first 90 day Family Assessment and Service Plan (FASP) period. This includes obtaining immunization history and information about the health service providers involved with the family. The Contractor shall encourage parent/caretaker cooperation in the collection of such data, and educate and assist families in recording and maintaining their own health records/histories.

- iii. Case plans and goals shall include a full comprehensive medical examination for each youth in the household, if one has not been performed within the last year. The Contractor shall work with parents to facilitate the scheduling of appointments and follow-up visits to ensure the updating of youth immunizations.
 - iv. The Contractor shall educate parents on preventive care, make educational materials available on-site and for discussion during group/individual counseling. Educational materials shall include but not be limited to information on HIV/AIDS, substance abuse, good prenatal care, domestic violence (including partner abuse, teen relationship violence and elder abuse), smoking and good nutrition. The Contractor shall also provide information about how to access health services in the community.
 - v. The Contractor shall assist the youth's parent in the selection of a neighborhood-based primary care physician, if one is needed, and making appointments with the physician, where necessary.
 - vi. The Contractor shall recognize indicators of mental health issues and provide necessary counseling and treatment referrals.
 - vii. The Contractor shall assist pregnant clients with obtaining quality, neighborhood-based prenatal and postnatal counseling and services or pregnancy termination counseling and services where such services are appropriate and available.
- d. Parenting Skills. The Contractor shall provide parenting skills training in a manner that is sensitive and responsive to the needs of specific parent categories, such as teen parents, non-English speaking parents, or terminally ill parents. The Contractor shall also provide individualized parenting skills training in cases where group participation is not appropriate.
- e. Housing and Housing Subsidies
- i. The Contractor shall assist clients in obtaining appropriate housing where housing issues, including those arising from domestic violence situations, are a presenting problem for the family and stand in the way of the youth's safety, or health, or delay reunification.
 - ii. The Contractor shall promote and monitor its staff's appropriate use of housing subsidy services targeted to the eligible preventive service population.

f. Education Employment and Job Training Services

- i. The Contractor shall promote parent/caretaker involvement in their youth's education program, such as assuring youth's enrollment and attendance in school, monitoring homework, attending parent-teacher meetings and school open houses, participating in parent advocacy groups, and communicating their youth's educational needs to teachers, guidance counselors and school administrators.
- ii. The Contractor shall provide up-to-date information on vocational and college preparatory programs and assist with enrolling in such programs.

2. Program Elements

a. Outreach

- i. The Contractor shall receive referrals from ACS, the school where the Contractor operates, other schools, community-based organizations (including DYCD), and other Beacon Program providers.
- ii. The Contractor shall reach out to referred youth and families to ensure family participation and retention in preventive programs.
- iii. The Contractor shall identify families resistant to services and develop and implement a strategy for addressing the particular challenges posed by such families.

b. Discharge/Termination/Transition

- i. The Contractor shall create a "community of care" by actively coordinating the planning of services between preventive service agencies, foster care agencies and local neighborhood providers in a manner that ensures the continuous provision of supervision, services and support to a youth and her/his family during the critical point of transition between foster care placement and family reunification. Specifically, the Contractor shall interact with foster care agencies prior to the youth's final discharge home in cases where the foster care agency has identified the need for preventive services after final discharge, made a formal referral for services, and received ACS approval for such services.

- ii. The mechanism for coordination between the foster care agency and the preventive service agencies as described above would be a formal referral from the foster care agency to the preventive service agencies. Upon referral, the preventive service agency would participate in discharge planning to the extent necessary and appropriate.
- iii. The Contractor shall facilitate and encourage a Family to Family approach when providing preventive services to youth, their families and foster parents who have participated in foster care services and where it is appropriate to continue the relationship between the birth family and foster family.

c. Staff Development and Training

- i. Training for all staff shall include, but not be limited to, basic interviewing and communications skills, assessment and goal setting, cultural and language competency, mandated reporting, safety and risk assessment, case planner and supervisor common core, family therapy, mediation, recognizing indicators of developmental delays, substance and alcohol abuse, stress management, client outreach, engagement and retention skills, application procedures for public assistance programs and Medicaid or Medicare, working with physically and developmentally disabled clients, indicators of mental health issues and appropriate actions to take upon indication, indicators of domestic violence (including partner abuse, teen relationship violence, and elder abuse) and appropriate actions to take upon indication, working with HIV/AIDS populations, and range of crisis intervention services available to address clients' needs.
- ii. The Contractor shall ensure that all appropriate staff receive training specific to the provision of neighborhood-based services, including training on community characteristics, resources, and needs, and on how to successfully negotiate services for youth within a neighborhood-based environment.
- iii. The Contractor shall ensure that training includes the participation of representatives from community-based service providers, such as local hospitals, police precincts, and drug treatment centers, as well as community residents.
- iv. The Contractor shall ensure that all appropriate staff receive training about the Family to Family service philosophy, including training

about how to facilitate the foster parent's role as mentor to the birth parents or caretakers in appropriate areas of youth behavior and management, as well as in various aspects of daily living.

- v. The Contractor shall educate staff and clients about welfare reform work requirements and demonstrate how it will assist clients in complying with participation requirements and setting goals.

d. Partnerships/Linkages

- i. The Contractor shall meet the full range of client needs either directly or through linkages with other neighborhood-based service providers. The Contractor shall access specialized services outside of the community in instances in which the youth's or family's needs cannot be addressed by providers within the community.
- ii. The Contractor shall establish a formal referral and treatment arrangement and coordinate service delivery with at least one New York State Office of Alcoholism and Substance Abuse Services (OASAS) licensed substance abuse treatment program providing drug-free and alcohol-free services, and/or a Health and Hospitals Corporation (HHC) substance abuse treatment program.
- iii. The Contractor shall establish linkages to appropriate self-help groups, such as Alcoholics Anonymous, Narcotics Anonymous and Al-anon for those youth with substance abuse issues and their family members. The Contractor shall also encourage and facilitate client participation in such services.
- iv. The Contractor shall partner with health providers to assure that health services are accessible, comprehensive, coordinated/integrated, timely, continuous, of high quality, youth-focused, and family-friendly.
- v. The Contractor shall establish linkages with organizations providing expert and specialized services to individuals with chronic physical, mental or developmental disabilities.
- vi. The Contractor shall establish linkages with neighborhood-based employment agencies, vocational training institutions and community college programs.

vii. The Contractor shall establish a formal referral and treatment arrangement with at least one neighborhood-based mental health treatment provider, to the extent that such providers exist.

e. Monitoring, Evaluation and Quality Improvement

- i. The Contractor shall conduct interviews with youth to assess services on an ongoing basis and ascertain the effectiveness and satisfaction with the services which have been provided. The Contractor shall develop its own interview and written survey instruments, which will be subject to ACS approval.
- ii. The Contractor shall cooperate with ACS assessment and evaluation systems and provide all information necessary to allow ACS to fulfill these responsibilities.
- iii. The Contractor shall maintain adequate case files and fiscal records, and shall ensure that staff follow appropriate record-keeping practices and procedures in a manner which is in compliance with and supports all existing Federal, State and City laws, rules and regulations, and is consistent with policies, procedures and standards promulgated by ACS.
- iv. At both the case and program level, Contractor shall collect and report data requested by ACS in the PROMIS and Connections management information systems so that ACS may assess critical service activities and ensure that the stated goals of the child welfare system are effectively and appropriately being met.
- v. The Contractor shall provide sufficient information to ACS to enable it to collect data and monitor additional performance indicators as appropriate and as part of a full evaluation process.
- vi. The Contractor shall conduct exit interviews with each youth and her/his parent(s) or caretakers upon discharge from preventive services to ascertain the effectiveness of the Foster Care Prevention Program and to learn more about the youth's and family's experience. When appropriate, exit interviews shall also be conducted with members of the youth's household. The Contractor shall develop its own interview instruments which will be subject to ACS approval.

D. Subcontract Agreements. The Contractor may not subcontract any Foster Care Prevention Program services.

RENEWAL AGREEMENT
OF THE INTRA-CITY AGREEMENT
BETWEEN
THE NEW YORK CITY ADMINISTRATION FOR CHILDREN'S SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY
DEVELOPMENT

This Renewal Agreement ("Renewal Agreement"), effective as of July 1, 2014, is made and entered into by the New York City Administration for Children's Services ("ACS"), located at 150 William Street, New York, New York 10038, and the New York City Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, New York, New York 10007.

WITNESSETH

WHEREAS, ACS and DYCD entered into that certain Intra-City Agreement, effective July 1, 2013, related to DYCD's Beacon Program (the "Intra-City Agreement"); and

WHEREAS, ACS and DYCD by this Renewal Agreement desire to renew the Intra-City Agreement for the one (1) year period from July 1, 2014 through June 30, 2015 and for the one (1) year period from July 1, 2015 through June 30, 2016.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Except as stated herein, all of the covenants and conditions of the Intra-City Agreement, including any modifications thereto, shall remain unchanged and in full force and effect, and are specifically incorporated by reference into this Renewal Agreement.
2. Pursuant to Article I.B, the Intra-City Agreement is hereby renewed for (a) the one (1) year period from July 1, 2014 through June 30, 2015, and (b) the one (1) year period from July 1, 2015 through June 30, 2016, unless sooner terminated by the terms of the Intra-City Agreement.
3. For the period of July 1, 2014 through June 30, 2015, the Maximum Reimbursable Amount shall not exceed eight million nine hundred ninety-eight thousand four hundred thirty-three dollars (\$8,998,433.00) in accordance with the budget contained in the attached Exhibit A. For the period of July 1, 2015 through June 30, 2016, the Maximum Reimbursable Amount shall not exceed eight million nine hundred ninety-eight thousand four hundred thirty-three dollars (\$8,998,433.00) in accordance with the budget contained in the attached Exhibit A.
4. Pursuant to Article II.A, the Intra-City Agreement is hereby modified by replacing Article V.B in its entirety with the following:

B. Notice

Notices required herein shall be in writing and shall be sent by certified mail, return receipt requested, and shall be delivered to the other party at the following address:

To DYCD:

2 Lafayette Street
New York, NY 10007
Attention: General Counsel

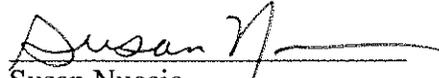
To ACS:

150 William Street
New York, NY 10038
Attention: Assistant Commissioner,
Community-Based Services

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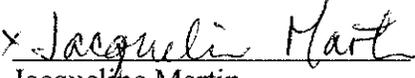
IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of New York
Administration for Children's Services


Susan Nuccio
Deputy Commissioner of Financial Services

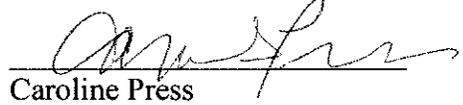
7/9/15
Date

City of New York
Administration for Children's Services


Jacqueline Martin
Deputy Commissioner, Preventive Services

7-10-15
Date

City of New York
Department of Youth and Community Development


Caroline Press
General Counsel

7/29/15
Date

Exhibit A
Budget

Fiscal Year 2015

Fiscal Year 2015

Cntrct #	Provider name	Program Slots	FY15 Total
1	9964 Graham Windham	75	\$ 594,431.00
2	9965 CAMBA, Inc.	45	\$ 395,719.00
3	9966 Cypress Hills Local Development Corporation	45	\$ 396,572.00
4	9967 Good Shepherd Services	60	\$ 525,994.00
5	9968 Good Shepherd Services	90	\$ 744,153.00
6	9969 Graham Windham	90	\$ 742,521.00
7	9970 Harlem Children's Zone, Inc	120	\$ 967,820.00
8	9972 Heartshare Human Services	105	\$ 825,041.00
9	9973 New York City Mission Society	45	\$ 395,433.00
10	9975 SCO Family of Services	60	\$ 525,584.00
11	9976 Sesame Flyers International, Inc.	60	\$ 525,995.00
12	9977 Southern Queens Park Association	60	\$ 525,946.00
13	9978 The Child Center of NY	45	\$ 395,978.00
14	9979 United Activities Unlimited, Inc.	60	\$ 525,057.00
15	9980 YMCA of Greater New York - Virtual Y	60	\$ 525,373.00

Total Sites Budget 1020 \$ 8,611,617
Opening Fees \$ 386,816
TOTAL BUDGET \$ 8,998,433

Year 2016

Fiscal Year 2016

Cntrct #	Provider name	Program Slots	FY16 Total
9964	Graham Windham	75	\$ 594,431.00
9965	CAMBA, Inc.	45	\$ 395,719.00
9966	Cypress Hills Local Development Corporation	45	\$ 396,572.00
9967	Good Shepherd Services	60	\$ 525,994.00
9968	Good Shepherd Services	90	\$ 744,153.00
9969	Graham Windham	90	\$ 742,521.00
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