

Jobs-Plus HRA CUNY Hostos NYCHA CoopAgree

PIN 06910G 02-93 C A

COOPERATIVE AGREEMENT

BETWEEN

THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION

THE CITY UNIVERSITY OF NEW YORK

AND

NEW YORK CITY HOUSING AUTHORITY

Hostos Community College
Jobs-Plus Program

COPY

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THIS COOPERATIVE AGREEMENT ("Agreement"), with an Effective Date of *March 3,* 2010, is between the New York City Human Resources Administration ("HRA"), with offices located at 180 Water Street, New York, NY 10038, The City University of New York ("CUNY"), an educational corporation governed by New York State Education Law Article 125, with its principal office located at 535 East 80th Street, New York, New York 10075, and acting on behalf of one of its educational units, Hostos Community College ("Hostos") and the New York City Housing Authority ("NYCHA") located at 250 Broadway, New York, New York 10007.

WITNESSETH:

WHEREAS, in January 2006, the Mayor of The City of New York established the Commission for Economic Opportunity ("Commission") to study the nature of poverty in New York City (the "City") and to create a blueprint to reduce poverty and increase access to opportunities for economically disadvantaged citizens; and

WHEREAS, the Center for Economic Opportunity ("CEO") was established by the Commission to develop its recommendations into initiatives and work with City agencies to design and implement projects aimed at reducing poverty; and

WHEREAS, HRA is one of several agencies implementing the Commission's recommendations; and

WHEREAS, HRA wishes to provide comprehensive workforce development services to the residents of the Jefferson Houses of the New York City Housing Authority ("NYCHA"); and

WHEREAS, the Jobs-Plus Community Revitalization Initiative for Public Housing Families Program ("Program" or "Jobs Plus") has been offered on a demonstration basis in public housing developments around the United States; and

WHEREAS, CEO has contributed six hundred thousand dollars (\$600,000) to CUNY for the Program; and

WHEREAS, CUNY is a recognized provider of workforce development services; and

WHEREAS, effective April 1, 2009, HRA and CUNY entered into a cooperative agreement by which CUNY assisted HRA and other City agencies with a design and implementation plan for the Program; and

WHEREAS, HRA now wishes CUNY and NYCHA to assist HRA in implementing the Program for all residents of the Jefferson Houses.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

The term of this Agreement will be for the period of one (1) year from July 1, 2009 through June 30, 2010, unless sooner terminated as provided in Article 14 below (the "Term"). This Agreement shall be automatically renewed for three additional one (1) year terms subject to appropriations.

ARTICLE 2. DEFINITIONS

- a. "Participants" will mean those residents of the Jefferson Houses who are participating in the Program.
- b. "CA Participants" will mean Participants who receive cash assistance ("CA") from HRA.
- c. "Earned Income Disregard Program" ("EID") will mean the NYCHA Earned Income Disregard Program under which NYCHA waives the scheduled rent increase for Participants whose earned income increases as a result of their participation in Jobs-Plus.
- d. "EID Participants" will mean Participants eligible for EID.
- e. "Earned Income Rent Credit Program" ("EIRCP") will mean the program administered by CUNY under which HRA pays the difference between the prior rent and the increased rent for non-EID Participants whose earned income increases as a result of their participation in Jobs-Plus.
- f. "EIRCP Participants" will mean Participants eligible for EIRCP.

ARTICLE 3. CUNY RESPONSIBILITIES

CUNY will:

- a. implement the Program (see Exhibit I, Scope of Work, attached herein and incorporated by reference) at the Jefferson Houses;
- b. cooperate with HRA and NYCHA during the Program, including advertising the Program to potential participants;
- c. appoint a CUNY Jobs-Plus Program Director and an on-site CUNY Jobs Plus Project Director;
- d. provide ongoing technical support;
- e. oversee finances, including purchasing of equipment, and supplies and tracking of Program Budget (see Exhibit II, Budget);
- f. obtain a CUNY FERPA release (see Exhibit III) from each Participant;

Jobs-Plus HRA CUNY Hostos NYCHA Coop Agree

- g. record and track Participant data and provide Participant information and reports to HRA, NYCHA and the City as reasonably requested;
- h. implement procedures established by HRA to enable CA Participants who meet all eligibility requirements to fulfill their CA work requirements by participating in the Program;
- i. provide the required amount of job search/job readiness activities to CA participants and track Participants' attendance;
- j. provide task supervision to the RES Staff Person, as defined in Article 4 (c) below;
- k. submit to NYCHA and HRA a signed letter from each EIRCP Participant stating that the Participant is aware that the applicable portion of such Participant's rent will be paid on his/her behalf by HRA and indicating the relevant period for which payment will be made.
- l. monthly inform NYCHA of EIRCP Participants and the associated rent credit per household;
- m. verify the NYCHA residents participating in the Program to NYCHA upon request; and
- n. notify NYCHA of any Participants who have dropped out of the Program.

ARTICLE 4. NYCHA RESPONSIBILITIES

NYCHA will:

- a. provide the Program site at Jefferson Houses, 335 East 111th Street, New York, NY 10029;
- b. cooperate with HRA and CUNY during the Program, including advertising the Program to potential participants;
- c. appoint a Director-level liaison and a full-time Program-funded NYCHA Resident Employment Services ("RES") Staff Person;
- d. assess Participants and enroll eligible Participants into the EID Program;
- e. upon Participant's request, provide rent counseling to Participants who obtain employment or receive wage increases;
- f. link Participants to employment and training opportunities provided by RES;
- g. assign staff to conduct social services assessments, counseling and case management at the Program site one day per week;

Jobs-Plus HRA CUNY Hostos NYCHA CoopAgree

- h. provide janitorial services for the Program site twice per week;
- i. on a monthly basis provide HRA and CUNY with a list of Participants with increased earned income who are not EID eligible; state whether the Participant is in the first or second year in which the increase is in effect; and indicate the amount of the rent increase; and
- j. on a monthly basis provide HRA and CUNY with a list of EIRCP Participants who have experienced a rent decrease due to loss of employment or who are no longer a tenant at Jefferson Houses, and also provide the date of such occurrence with respect to each Participant.

ARTICLE 5. HRA RESPONSIBILITIES

HRA will:

- a. cooperate with CUNY and NYCHA during the Program;
- b. appoint an HRA Director-Level liaison; and
- c. develop and implement procedures to allow CA clients who live at the Jefferson Houses to participate in the Program.

ARTICLE 6. PAYMENT

- a. Except as stated in the Sixth Recital above, for the Term of this Agreement, HRA agrees to pay and CUNY agrees to accept as full payment for all services performed an amount not to exceed three hundred and fifty-nine thousand eight hundred and eighty dollars (\$359,880.00) pursuant to the CUNY cost portion of the line item budget, Exhibit II attached.
- b. Upon written request from CUNY, HRA will pay CUNY the advance amount (the "CUNY Advance") of eighty-nine thousand nine hundred and seventy dollars (\$89,970.00), which reflects 25% of the total agreement less CEO's contribution.
- c. Beginning February 28, 2010, HRA will recoup the CUNY Advance from monthly Program invoices in five (5) equal monthly installments of seventeen thousand nine hundred and ninety-four dollars (\$17,994.00) each.
- d. In the event that HRA has not recouped the full CUNY Advance by June 30, 2010, the balance will be recouped in the June 30, 2010 payment due CUNY.
- e. For the Term of this Agreement, HRA agrees to pay and NYCHA agrees to accept as full payment for all services performed an amount not to exceed three hundred and twenty-four thousand and ninety-two dollars (\$324,092.00) pursuant to the NYCHA cost portion of Exhibit II.

Hobs-Plus HRA CUNY Hostos NYCHA CoopAgree

- f. For EIRCP Participants, NYCHA shall issue invoices to HRA, and HRA shall pay to NYCHA, the equivalent of one hundred percent (100%) of the Participant's rent increase during the first year in which the increase is in effect, and fifty percent (50%) of the rent increase during the second year in which the increase is in effect. Retroactive rent credits for rent that HRA paid for residents who were eligible for a rent reduction will be applied to amounts owed to NYCHA by HRA under this Agreement.
- g. After execution of this Agreement and by written request from NYCHA, HRA will pay NYCHA the advance amount of ten thousand dollars (\$10,000.00) pursuant to Exhibit II, in order for NYCHA to offset the increase in rent of Participants as specified in section (f) above. NYCHA will further request from HRA the replenishment of such advance funding on an as-needed basis to ensure that funds are available to offset the rent increase of all EIRCP Participants throughout the term of the Agreement. In addition, NYCHA will submit to HRA's Finance Office a quarterly reconciliation of this account. These funds shall not be commingled with other operating funds.
- h. The parties acknowledge that pursuant to a certain Agreement dated October 20, 1983 between The Research Foundation of The City University of New York (the "RF") and CUNY, the RF will act as CUNY's fiscal agent to administer the funds received pursuant to this Agreement. The RF, acting as CUNY's fiscal agent, will prepare monthly invoices supported by the RF's computer printout.
- i. Intra-City invoices from both CUNY and NYCHA shall include 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 price and amount, that is necessary for the proper transaction of the business of HRA, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice."

For CUNY, the Intra-City invoices shall be signed by the RF Director of Grants and Contracts.

- j. Payment shall be made on the basis of approved invoices submitted on a monthly basis by CUNY and on a quarterly basis by NYCHA. Invoices for payment shall be accompanied by reasonable supporting documentation and submitted to:

Division of Accounts Payable and Reporting
Office of Financial Management
180 Water Street, 8th Fl., Room 808
New York, New York 10038
ATTN: Dean Rainey
(212) 331-3623

- k. HRA shall use best efforts to pay the invoices submitted by CUNY and NYCHA within thirty (30) days of receipt of such invoices.

ARTICLE 7. PROPERTY

- a. All furnishings, goods, equipment, supplies and other property acquired wholly or in part with funds provided by the City ("City-owned Property") shall be clearly marked or identified by CUNY or NYCHA, if feasible, as HRA/City-owned Property. Property shall be in the custody, possession or control of either CUNY or NYCHA. While in CUNY or NYCHA's custody, possession or control, any such property shall be maintained in first class condition and CUNY and/or NYCHA shall bear the proportionate risk of loss and damages with respect thereto, normal wear and tear excepted. Neither CUNY nor NYCHA shall dispose of City-Owned Property without the prior written approval of HRA. Notwithstanding any other provision of this Agreement such property as is acquired wholly with CUNY funds will remain the property of CUNY and such property as is acquired wholly with NYCHA funds will remain the property of NYCHA.
- b. CUNY and NYCHA will jointly maintain an up-to-date inventory of all furnishings, goods, supplies and submit the inventory when requested as part of the last invoice submission.

ARTICLE 8. NOTICES

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

TO THE CITY UNIVERSITY OF NEW YORK

Dean of Special Programs
Office of Academic Affairs
Hostos Community College
500 Grand Concourse
Bronx, NY 10451
Attn: HRA NYCHA CUNY Hostos Jobs-Plus Program Agreement
718-518-6663

and

University Director of Adult and Continuing Education
The City University of New York
535 E. 80th Street, 6th floor
New York, NY 10075
Attn: HRA NYCHA CUNY Hostos Jobs-Plus Program Agreement
212-794-5488

and, for legal matters:

The Office of General Counsel
The City University of New York
535 East 80th Street

Jobs-Plus HRA CUNY Hostos NYCHA CoopAgree

New York, NY 10075
Attn: HRA NYCHA CUNY Hostos Jobs-Plus Program Agreement
212-794-5382

And, for fiscal matters:

Director of Grants and Contracts
The Research Foundation of the City University of New York
230 W 41ST Street
New York, NY 10036
Attn: HRA NYCHA CUNY Hostos Jobs-Plus Program Agreement
212-417-8400

TO NYCHA

New York City Housing Authority
Resident Employment Services
350 Livingston Street
Brooklyn, NY 11217
Attn: Sonia Torruella, Director of Resident Employment Services
(718) 246-6500

with a copy to:

New York City Housing Authority
Law Department
250 Broadway, 8th Floor
New York, NY 10007
Attn: Deputy General Counsel for Corporate Affairs
(212) 776-5064

TO NYC HRA

NYC Human Resources Administration
Family Independence Administration
180 Water Street, Room 621
New York, N.Y. 10038
Attn: Victor Gramigna
(212) 331-5848

ARTICLE 9. RETENTION OF RECORDS

The parties shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement,

Jobs-Plus HRA CUNY Hostos NYCHA Coop Agree

whichever is later. Any City, State, and Federal auditors and any other person duly authorized by any party shall have full access to and the right to examine any of said materials during said period.

ARTICLE 10. PUBLICITY AND INTELLECTUAL PROPERTY

- a. The prior written approval of all parties is required before any party or any of their employees, servants, agents or independent contractors, at any time, either during the term of, or after completion or termination of this Agreement, may make any statement or issue any communication to the press bearing on the work performed or data collected under this Agreement.
- b. Instructional materials and curricula used in CUNY for-credit and continuing education courses shall be the sole property of CUNY or as established in CUNY's Intellectual Property Policy.
- c. Any and all materials written or developed by CUNY or NYCHA under the terms of, or specifically for utilization under, this Agreement, shall become the exclusive property of HRA and shall not be used by CUNY or NYCHA except as permitted in subdivision (d) below.
- d. Neither CUNY nor NYCHA shall publish any materials or any work dealing with any aspect of performance under this Agreement, or of the results and accomplishments thereof, without the prior written approval of HRA, which shall not be unreasonably withheld. In the event such permission is granted, HRA shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use with the prior approval of the publishing party, for non-commercial purposes only, such portion of the publication dealing with such aspect of performance, results and/or accomplishments. In preparing any of its own materials based on the CUNY-prepared materials, HRA will give CUNY and the principal investigator full credit.
- e. This Article 10 shall remain in full force and effect following the termination of this Agreement.

ARTICLE 11. COMPLIANCE WITH LAW

The services rendered under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws, rules, and regulations as are in effect at their 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 84 and 85.

ARTICLE 12. CONFIDENTIALITY

- a. All client information obtained, learned, developed, or filed by CUNY, NYCHA or HRA concerning recipients of services, including data contained in official HRA or NYCHA files or records, shall be held confidential by all parties pursuant to the provisions of the Social Security Act, 42 U.S.C.A. 1306 (1988), and any applicable regulations promulgated thereunder, and shall not be disclosed by any party to any person, organization, agency, or other entity except as authorized or required by law.
- b. In performance of this Agreement, the parties may acquire confidential information, records or data relating to, but not limited to, the Public Assistance, medical, mental health, substance abuse and HIV/AIDS status of individuals. All parties agree that all confidential information, records or data so acquired shall be used or disclosed in a manner consistent with the confidentiality requirements of any and all applicable federal, state and local laws, and their implementing regulations, including but not limited to: the New York Social Services Law, the New York Mental Hygiene Law, the New York Public Health Law, the Health Insurance Portability and Accountability Act (HIPAA), the Social Security Act, and all other confidentiality laws, regulations and requirements as may now be, or in the future may become, applicable.
- c. All of the reports, information, or data ("Confidential Materials") furnished, prepared, assembled, or used by CUNY, NYCHA or HRA under this Agreement are to be held confidential and each party agrees that the Confidential Materials shall not be made available to any third party without the prior written approval of the other party, except as directed by a court of law in a proceeding in which the disclosing party has been directed by a court to make the disclosure.
- d. Nothing herein will be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals.
- e. All information about CUNY students obtained by or from CUNY and/or any of its educational units shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232g).
- f. This Article 12 shall remain in full force and effect following the termination of this Agreement.

ARTICLE 13. SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention, and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with CUNY or NYCHA, depending which is the appointing office.

ARTICLE 14. TERMINATION

- a. Any party shall have the right to terminate its participation in this Agreement in whole or in part:
 - (i) without cause, by giving the other two (2) parties three (3) months' prior written notice, or
 - (ii) for good cause by giving the other two (2) parties thirty (30) days' prior written notice with an opportunity to cure any noted default within the said thirty (30) days.
- b. HRA shall have the right to terminate this Agreement in whole or in part by giving thirty (30) days' written notice for the following reasons:
 - (i) if Federal or State reimbursement is terminated or not allowed; or
 - (ii) if City funds are terminated; or
 - (iii) if there is a change in Agency priorities.
- c. In the event that HRA does terminate this Agreement, neither CUNY nor NYCHA shall incur or pay any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by CUNY or NYCHA on account of this Agreement prior to receipt of such notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Agreement.

ARTICLE 15. LICENSE

NYCHA hereby grants to CUNY and to any authorized representative of CUNY approved by NYCHA, a temporary, revocable, non-exclusive license for access to the NYCHA Jefferson Houses which is to be solely used for the purposes of this Agreement. Access to such location sites shall be limited to the Term set forth herein, and such license shall expire upon the termination of this Agreement. CUNY shall have access to the Jefferson Houses on Mondays through Fridays from 8:00 a.m. to 5:00 p.m., and some evenings and weekends as approved by NYCHA.

ARTICLE 16. INSURANCE AND INDEMNIFICATION

- a. The RF, acting as CUNY's fiscal agent, shall defend, indemnify and hold harmless NYCHA from any and all liability upon any and all claims, damages, suits or causes of action for damages for any and all loss or damage to any property and any injury to or death of any person resulting either directly or indirectly, by the acts, conduct, omissions or negligence of RF, its officers, agents, employees, contractors or subcontractors, or any person, firm or others engaged or authorized by RF, for this Agreement.

- b. The RF shall add NYCHA as an additional insured to RF's General Liability Insurance Policy covering claims for property damage and/or bodily injury, including death, which may arise pursuant to this Agreement.
- c. NYCHA shall defend, indemnify and hold harmless RF from any and all liability upon any and all claims, damages, suits or causes of action for damages for any and all loss or damage to any property and any injury to or death of any person resulting either directly or indirectly, by the acts, conduct, omissions or negligence of NYCHA, its officers, agents, employees, contractors or subcontractors, or any person, firm or others engaged or authorized by NYCHA, for this Agreement.
- d. NYCHA represents that it maintains a \$1,000,000.00 self-insurance retention limit for general liability claims that may arise pursuant to this Agreement.
- e. Neither the RF nor NYCHA shall be liable to the other for any indirect, incidental or consequential damages.
- f. This Article 16 shall remain in full force and effect following the termination of this Agreement.

ARTICLE 17. ASSIGNMENT

Except as referenced herein, neither CUNY nor NYCHA shall assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any right, title, interest, obligation, duties herein, or their power to execute such Agreement, or assign, by power of attorney or otherwise, any of their rights to receive monies due or to become due under this Agreement, unless the prior written approval of the Commissioner of HRA or his/her designee shall first be obtained (which approval shall be attached to the original Agreement), and subject to such conditions and provisions as HRA may reasonably deem necessary. No such approval by HRA shall be deemed in any event or in any manner to provide for incurring any obligation of HRA in excess of the amount specified herein. Any such assignment, transfer, conveyance, sublease or other disposition without such approval shall be void.

ARTICLE 18. AMENDMENT

The parties may amend this Agreement in writing.

ARTICLE 19. ENTIRE AGREEMENT

Except as stated in the Eighth Recital above, this Agreement contains all the terms and conditions agreed upon by the parties, 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, nor to vary any of its terms.

SIGNATURE PAGES

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

THE CITY UNIVERSITY OF NEW YORK

BY: Frederick P. Schaffer

TITLE: Frederick P. Schaffer, General Counsel

DATE: February 18, 2010

THE NEW YORK CITY HOUSING AUTHORITY

BY: Michelle Pinnock

TITLE: Michelle Pinnock, Senior Adviser, Resident Economic Empowerment & Sustainability

DATE: February 19, 2010

THE CITY OF NEW YORK

HUMAN RESOURCES ADMINISTRATION

BY: [Signature]

TITLE: Commissioner

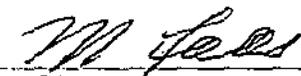
DATE: February March 3, 2010

Jobs-Plus HRA CUNY Hostos NYCHA CoopAgree

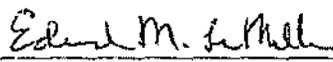
Submitting Program Area:

By: 
HRA Office of Family Independence Administration

Approved as to Availability of Funds:

By: 
HRA Office of Finance

Approved as to Legal Form:

By: 
HRA Office of Legal Affairs

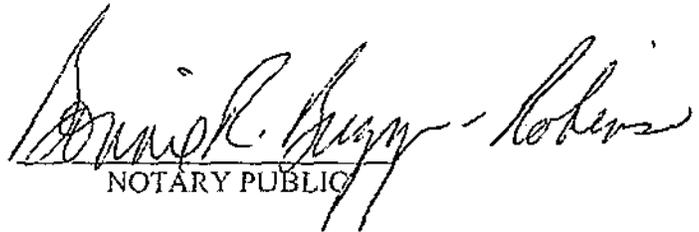
ACKNOWLEDGEMENTS follow

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ACKNOWLEDGEMENTS

STATE OF NEW YORK)
:SS
COUNTY OF NEW YORK)

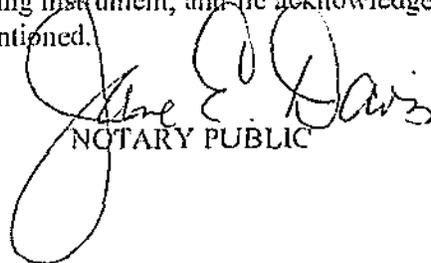
On this 3rd day of March, 2010, before me personally came Robert Doar, to me known and known to me to be Commissioner of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and (s)he acknowledged to me that (s)he executed the same for the purpose therein mentioned.


NOTARY PUBLIC

BONNIE R. BRIGGMAN-ROBINSON
Commissioner of Deeds
City of New York No. 4-4617
Commission Expires July 01, 2011

STATE OF NEW YORK)
:SS
COUNTY OF NEW YORK)

On this 18th day of February, 2010, before me personally came Frederick P. Schaffer, to me known, and known to be the General Counsel of The City University of New York, the person described herein and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein mentioned.


NOTARY PUBLIC

JobsPlus HRA CUNY Hostos NYCHA CoopAgree

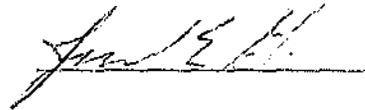
STATE OF NEW YORK)

:ss

COUNTY OF NEW YORK)

On this 19th day of February 2010, before me personally came Michelle Pinnock, to me known, and known to be the Senior Adviser, Resident Economic Empowerment & Sustainability of The New York City Housing Authority, the person described herein and who executed the foregoing instrument, and he acknowledged to me that she executed the same for the purposes therein mentioned.

NOTARY PUBLIC



JASON E. GOLDBERG
Notary Public, State of New York
No. 02GO6068313
Qualified in Kings County
Commission Expires 12/13/2013

EXHIBIT I: SCOPE OF WORK

A. SCOPE OF SERVICES

1. The goal of the Jobs-Plus Program is to raise the level of employment of residents of the Jefferson Houses through the provision of employment-related services, financial incentives, and activities that promote neighbor-to-neighbor support for work.
2. The Jobs-Plus Program at Jefferson Houses will serve both employed and unemployed residents of this public housing facility who seek to increase their earnings.
3. The Program will provide a comprehensive menu of employment-related services ranging from education and training to on-going job assistance to financial incentives. The team in place will be supervised by Hostos and will implement the following on-site services:
 - Assignment of residents to committed and qualified resource coordinators and employment coordinators;
 - Evaluation of Participants' preparation for employment (and assistance with completion of short- and long-term employment plans);
 - Employment Fundamentals Workshops;
 - Assessment of Participants' skills in order to recommend GED prep, ESL instruction, and/or vocational training, as appropriate;
 - GED preparation, in partnership with Hostos or other educational providers;
 - Assistance with job placement;
 - Follow-up with Participants after job placement to increase retention;
 - Assessment of Participants' needs in order to recommend referrals to off-site services related to child care, domestic abuse support, cultural community groups, etc.;
 - Counseling about the NYCHA Earned Income credit, and other work supports such as the Earned Income Tax Credit and food stamps;
 - Access to financial incentives offered by the Program; and
 - Access to computers, phones, fax, and copy machines as well as letter and postage supplies for employment-related uses.
4. The Program team will include the following, to be adjusted as needed:
 - Project Director (FT) : lead and assess team; responsible for performance outcomes, Program development, community engagement; manage the budget;
 - Assistant Director (FT): manage day-to-day operations; supervise staff; design and oversee outreach strategy; report on Program performance;
 - Resource Coordinators (FT): assess resident employment and training needs; arrange for support services; provide access to incentive programs;
 - Employment Coordinators (FT): contact prospective employers; conduct job readiness workshops; work closely with Workforce1 Career Centers;

- Community Engagement Coordinator (FT): plans and executes all Program outreach; helps Program Director to build "Community Support for Work" component of Program;
- Training Coordinator (FT): plans and facilitates Employment Fundamentals Class; plans and facilitates training workshops on employment-related topics
- Intake Specialist (FT): welcomes Participants; verifies eligibility; collects all necessary data for Participant tracking and reporting; and
- Community Coaches (PT): residents of Jefferson Houses who will serve as liaisons and motivators.

B. PERFORMANCE OBJECTIVES

1. Year 1 Targets:

July 1, 2009 through June 30, 2010

According to NYCHA data, there are approximately 1,570 working aged residents of Jefferson Houses. In Year 1, Jobs-Plus anticipates reaching 982 or 63% of these residents through its marketing efforts and that 687 or 70% of residents reached will complete an Employment and Income Plan ("EIP"). Based on this population, the Year 1 performance targets for Jobs-Plus are as follows:

- 151 (22% of) Participants who complete an EIP gain employment or advance in a job;
- 122 (81% of) Participants who get placed or advance are still employed after three months;
- 88 (72% of) Participants who are still employed after three months are still employed after nine months; and
- 348 (65% of) Participants who do not advance or get a new job achieve one additional outcome.

The Year 1 Targets will be prorated to reflect an October 12, 2009 start date.

2. Year 2 Targets

July 1, 2010 through June 30, 2011

In Year 2, Jobs-Plus anticipates reaching 1,178 or 75% of Jefferson Houses residents through marketing efforts and that 825 or 70% of residents reached will complete an EIP. Based on this population, the Year 2 performance targets for Jobs-Plus are as follows:

- 206 (25% of) Participants who complete an EIP gain employment or advance in a job;
- 167 (81% of) Participants who get placed or advance are still employed after three months;
- 120 (72% of) Participants who are still employed after three months are still employed after nine months; and

- 402 (65% of) Participants who do not advance or get a new job achieve one additional outcome.

C. DATA SHARING

1. Evaluation

As part of the CEO initiative, the Program will be evaluated to determine whether it is meeting its goals of increasing employment and earnings of Jefferson Houses residents. CUNY and any of its subcontractors will be required to comply with monitoring, technical assistance, evaluation, and reporting requirements as defined by HRA and CEO or their designees. At a minimum, CUNY will be required to maintain and submit Participant-level data, reflecting client and household characteristics, services provided, outcomes, and follow-up, on a monthly basis, or other frequency determined by CEO, in an electronic format that can be read by a commonly available commercial spreadsheet program, such as Microsoft Excel®. The client-level data may be shared with HRA, NYCHA and CEO's evaluators for purposes of evaluation of the Program.

2. Outreach, Reporting and Planning and Research

a. NYCHA, CUNY and HRA will share information for purposes of outreach, Program reporting, and to measure Participant outcomes for Program planning and research. This information shall include Participant's name, last four digits of Participant's social security number, date of birth, food stamp or cash assistance case number, and NYCHA leaseholder status as well as information to measure performance outcomes such as household composition, wages, other household income and rent paid.

b. HRA, NYCHA and CUNY agree to use the information obtained as a result of the data sharing described above:

- i. in a confidential manner consistent with Article 12 of this Agreement;
- ii. not for commercial or political purposes; and
- iii. solely and exclusively for outreach, research and program reporting and planning purposes.

3. Other Evaluation Activities

CUNY will participate in ongoing monitoring and evaluation activities led by CEO or its designee. Such activities may include site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.

4. Restrictions

Jobs-Plus HRA CUNY Hostos NYCHA CoopAgree

- a. In performing this Agreement, CUNY and NYCHA will have access to an HRA database which may contain information regarding CA clients. CUNY and NYCHA's access to the database shall be limited to information about the residents of the Jefferson Houses who are seeking to participate in the Program.
- b. CUNY and NYCHA will limit database access to staff who require access in order to perform their job functions. HRA will provide such staff with necessary passwords, if required.

D. CLAIMING MATCH

1. Process

a. On a monthly basis, CUNY will post a file in a format to be provided by HRA Finance, that will include all Participants on a secure File Transfer Protocol ("FTP") server. HRA's Office of Finance will match the file with existing Food Stamp recipients to determine their Food Stamp Employment and Training ("FSET") eligibility. The matching will occur in the following steps:

- CUNY will produce current Program rosters, including: Last Name; First Name; Social Security Number; Date of Birth; Address; City; State; Zip.
- HRA will review the Program rosters and certify food stamp status and FSET eligibility, producing a case list and summary report.

b. On a monthly basis, CUNY will review the expenses and the total number of FSET-eligible individuals served. CUNY will then calculate an FSET claim using the following steps:

- Identify FSET-allowable costs, excluding any costs that are non-allowable.
- Identify the total number of customers served.
- Divide the allowable costs by the total number of customers to arrive at a per person cost.
- Identify the number of FSET eligible customers.
- Multiply the number of FSET eligible customers by the per person cost to arrive at the total FSET claim.
- CUNY shall maintain attendance and other paperwork of FSET eligible individuals, as well as other participants, and back-up documentation supporting claims required for audit purposes.
- Claims will be submitted on a monthly basis together with a payment invoice and list of clients served in a month in the format listed in Article D (1) (b) above.

EXHIBIT II: CUNY and NYCHA BUDGETS follow

EXHIBIT II: CUNY and NYCHA BUDGETS

Jobs-Plus Budget as of 10/16/09	CUNY		1/12/2010
PERSONNEL SERVICES	FY 10		
Full Time	CUNY COST	NYCHA COST	TOTAL
Project Director	75,000		75,000
Assistant Director	55,000		55,000
Job Coach (3 @ \$69,600)	116,667		116,667
Job Developer (2 @ \$45,000)	71,250		71,250
Intake Specialist (paid to NYCHA)		37,500	37,500
Training Coordinator	33,333		33,333
Community Engagement Coordinator	37,600		37,600
CUNY University Director ACE (5% FTE)	6,700		6,700
CUNY Assistant Director Fiscal and Admin. (5% FTE)	4,250		4,250
CUNY ACE Program Coordinator (15% FTE)	10,650		10,650
Hostes Dean of Special Projects (3% FTE)	4,080		4,080
Hostes Executive Director of ACE (10% FTE)	10,967		10,967
Full Time Subtotal	\$425,397	\$37,500	\$462,897
Part Time			
Community Coaches	26,000		26,000
(4 @ \$10.00 an hour, 15 hrs weekly)			0
Part Time Subtotal	\$26,000	\$0	\$26,000
Fringe			
Full Time @ 36.6%	143,445		143,445
CUNY/Hostes Oversight @33%	10,691		10,691
Part Time @ 10%	2,600		2,600
UTA Tax (CUNY/Hostes)	1,446		1,446
Fringe Subtotal	\$158,182		158,182
Personnel Subtotal	609,579	37,500	647,079
O.T.P.S			
General Office			
Office Supplies	5,000		5,000
Office Rent/Utilities (paid to NYCHA)		86,592	86,592
Equipment - General	10,000		10,000
Marketing Materials	25,000		25,000
General Office Subtotal	40,000	86,592	126,592
			0
Participant Incentives			0
Monthly Metrocards (3-month retention)	10,769		10,769
Food	8,881		8,881
Rewards (gift certificates, movie tickets, alarm clocks/day planners)	5,350		5,350
Participant Incentives Subtotal	25,000	0	25,000
Rent and Ancillary Incentives			
Emulated Earned Income Disallowance		200,000	200,000
Barrier-reduction Metrocards (interviews, referrals, first month on job)	25,669		25,669
Barrier-reduction clothing & grooming	6,810		6,810
Barrier-reduction discretionary funds (childcare, licenses, certifications)	7,521		7,521
Rent and Ancillary Incentives Subtotal	40,000	200,000	240,000
Technical Assistance			
MORC	75,030		75,030
Scott Zucker Consulting	79,000		79,000
Staff Professional Development	10,000		10,000
Technical Assistance Subtotal	164,030	0	164,030
O.T.P.S Subtotal	\$269,030	\$286,592	\$555,622
Overhead			
RF Inspect @ 9.25%	81,271		81,271
Overhead Subtotal	\$81,271	\$0	\$81,271
Total Jobs-Plus Program Cost	\$967,968	\$324,092	\$1,283,972
	\$600,000		\$600,000
COST TO HRA	\$369,880	\$324,092	\$683,972
Total Revenue			
CUNY	600,000		600,000
HRA	600,000		600,000
Total Jobs-Plus Revenue	\$1,200,000		\$1,200,000
Estimated FSET Match	\$100,000		\$100,000
Total Jobs-Plus Program Revenue	\$1,300,000		\$1,300,000

Costs related to Participation Incentives, Scott Zucker Consulting, and FSET Match are estimates and will be revised as program progresses. For example, if FSET match is lower than expected, then TA for operations can be reduced.

EXHIBIT III. CUNY FERPA RELEASE

PERMISSION FOR ACCESS TO EDUCATIONAL RECORDS

This form allows students to grant third parties, including parents, access to their educational records maintained by the student's college. The Family Educational Rights and Privacy Act of 1974 ("FERPA" or the "Buckley Amendment") prohibits access to, or release of, educational records or personally identifiable information contained in such records (other than directory information) without the written consent of the student, with certain regulatory exceptions. A description of a student's rights under FERPA is provided with this form.

Participant Name (please print): _____

Social Security Number: _____

I, the undersigned, hereby authorize The Jefferson Houses Jobs-Plus Program (the "Program") of The City University of New York, to release the following records and information (identify records or types of records below):

Demographic information (such as age, gender, and ethnicity), social security number, public assistance participation status, service utilization and employment information

These records can be released to the following person/agency:

New York City Human Resources Administration and New York City Housing Authority

These records are being released for the purposes stated below:

To monitor and assess the performance and outcomes of the Program and to comply with requirements of funding sources

Participant's signature

Date

Please note that "directory information" can be given out without the student's written consent. The City University of New York defines directory information to include such information as a student's name, attendance dates, home and e-mail address, telephone number, date and place of birth, photograph, status (e.g., full/part-time, undergraduate/graduate), degree program, credits completed, major, student activities and sports, previous school attended, and degrees, honors and awards received. This information may be released to anyone, unless restricted by written authorization of the student. Contact the Jobs-Plus Project Director if you wish to restrict this information.]

OGC FERPA Release kr.doc 01-06 - Jobs-Plus Program City/ogc/dhm 12-30-09

**Notification Under FERPA of Student Rights Concerning Education Records
and
Directory Information**

Hostos Community College - CUNY

I. The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. See Section 5 below to prevent the disclosure of directory information. The FERPA rights of students are:

- The right to inspect and review your education records. Students should submit to the registrar, dean, head of the academic department, or other appropriate official, written requests that identify the record(s) they wish to inspect. If the records are not maintained by the college official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed. All requests shall be granted or denied in writing within 45 days of receipt. If the request is granted, you will be notified of the time and place where the records may be inspected. If the request is denied or not responded to within 45 days, you may appeal to the college's FERPA appeals officer. Additional information regarding the appeal procedures will be provided to you if a request is denied.
- The right to request the amendment of the student's education records that the student believes are inaccurate or misleading. You may ask the college to amend a record that you believe is inaccurate or misleading. You should write to the college official responsible for the record, clearly identify the part of the record you want changed, and specify why it is inaccurate or misleading. If the college decides not to amend the record as requested by you, the college will notify you of the decision and advise you of your right to a hearing before the college's FERPA appeals officer regarding the request for amendment. Additional information regarding the hearing procedures will be provided to you when notified of your right to a hearing.
- The right to consent to disclosure of personally identifiable information contained in your education records, except to the extent that FERPA authorizes disclosure without consent.
- One exception which permits disclosure without consent is disclosure to college officials with legitimate educational interests. A college official is a person employed by the university in an administrative, supervisory, academic or research, or support staff position; a person or company with whom the University has contracted; a person serving on the Board of Trustees; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another college official in performing his or her tasks. A college official has a legitimate educational interest if access is reasonably necessary in order to perform his/her instructional, research, administrative or other duties and responsibilities.

- Upon request, the college discloses education records without consent to officials of another college or school in which a student seeks or intends to enroll.

2. You may appeal the alleged denial of FERPA rights to:

General Counsel and Vice Chancellor for Legal Affairs
The City University of New York
535 East 80th Street
New York, NY 10075.

3. You have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the college to comply with the requirements of FERPA.

The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
600 Independence Avenue, SW
Washington, D.C. 20202-4605.

4. Directory Information

The college will make the following "directory information" concerning current and former students available to those parties having a legitimate interest in the information: name, attendance dates (periods of enrollment), address, telephone number, date and place of birth, photograph, e-mail address, full or part-time status, enrollment status (undergraduate, graduate, etc.), level of education (credits) completed, major field of study, degree enrolled for, participation in officially recognized activities and sports, height and weight of athletic team members, previous school attended, and degrees, honors and awards received. By filing a form with the Registrar's Office, you may request that any or all of this directory information **not** be released without your prior written consent. This form is available in the Registrar's Office and may be filed, withdrawn, or modified at any time.

5. Directory Information Non-Disclosure Form

Directory information may be made available to any parties deemed to have a legitimate interest in the information unless the student files a "Directory Information Non Disclosure Form" in the Office of the Registrar. Non-disclosure forms may be obtained in the Office of the Registrar, Savoy, Room D-207.

6. Withholding Student Records

CUNY Policy On Withholding Student Records: Students who are delinquent and/or in default in any of their financial accounts with the college, the university or an appropriate state or federal agency for which the university acts as either a disturbing or certifying agent, and students who have not completed exit interviews as required by the federal Perkins Loan Program, the federal Family Education Loan Programs, the William D. Ford Federal Direct Loan Program, and the Nursing Student Loan Program, are not to be permitted to complete registration, or issued a copy of their grades, a transcript of academic record, certificate, or degree, nor are they to receive funds under the federal campus-based student assistance programs or the federal Pell Grant Program unless the designated officer, in exceptional hardship cases and consistent with federal and state regulations, waives in writing the application of this regulation.

Cuny/oge/dhm 01-06-10