

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT dated as of this 20<sup>th</sup> day of June 2011 between the Department of Social Services of the Human Resources Administration of the City of New York (hereinafter "HRA"), with offices located at 180 Water Street, New York, New York 10038 and the City of New York Department of Citywide Administrative Services (hereinafter "DCAS"), located at one Centre Street, 17<sup>th</sup> Floor, New York, New York 10007 (the "Parties") ("Cooperative Agreement");

### WITNESSETH:

WHEREAS, it has been shown that subsidized employment can serve as an important component of a Social Service Districts employment services by providing an effective placement for individuals lacking an adequate or demonstrated work history, who have other barriers to employment, or when employment opportunities in the community are limited due to a contracted economy; and

WHEREAS, the enacted State Fiscal Year 2010-11 Budget contains federal Temporary Assistance for Needy Families ("TANF") funding to support subsidized jobs with public or private organizations through the second year of the Office of Temporary Disability Assistance ("OTDA") Transitional Jobs Program ("Transitional Jobs 2" or "TJ2 program" or "Program"); and

WHEREAS, DCAS is responsible for managing, operating, maintaining and cleaning certain buildings, offices and facilities that are leased or occupied for public use within the City of New York; and

WHEREAS, DCAS entered into an agreement with the State of New York Division of Parole ("Parole") dated July 1, 2008, pursuant to which Parole provides to DCAS the services of parolees ("Agreement"); and

WHEREAS, Parole, through a contracted managing agent, ("Managing Agent") provides employment and vocational training needs of parolees and others with criminal histories; and

WHEREAS, HRA agrees to make TANF TJ2 funds available during the initial term of this Cooperative Agreement to DCAS to provide transitional jobs to Cash Assistance ("CA") recipients on parole through the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

### ARTICLE I. TERM OF THE AGREEMENT

A. The term of this Cooperative Agreement shall be from April 1, 2011 to and including September 30, 2011 ("Term"). This Cooperative Agreement may be renewed, subject

to the availability of funding, for the period of October 1, 2011 through June 30, 2012 unless *done* sooner terminated as provided in Article 9 below. *(2)*

B. Any renewal of this Cooperative Agreement shall be based upon a mutually agreed new budget by the Parties which shall be submitted by the Managing Agent and approved by HRA.

## ARTICLE 2. SCOPE OF SERVICES

DCAS shall modify the Agreement (annexed as Exhibit A) by the attached "First Amendment to the Agreement" (Exhibit B) which includes the services to be provided to HRA.

## ARTICLE 3. PAYMENT AND INVOICING

A. HRA shall compensate DCAS, through inter-agency budget transfers for services rendered. The total for all such budget transfers for all services rendered under this Cooperative Agreement shall be in an amount not to exceed two hundred twelve thousand six hundred thirty-nine dollars (\$212,639.00) pursuant to the Budget attached hereto as Exhibit C.

B. The initial inter-agency budget transfer shall be an advance in the amount of seventy-five thousand dollars (\$75,000.00) for the services to be rendered and shall be advanced to DCAS within ten (10) days of the execution of this Cooperative Agreement. This advance transfer shall be drawn down as Intra-City monthly invoices for payment are submitted to HRA by DCAS. Upon receipt of invoices totaling fifty thousand dollars (\$50,000.00), HRA will continually replenish the advance until the funding is completed. Subsequent payments shall be made by HRA after the Intra-City monthly invoices for payment are received and approved.

C. The Intra-City monthly invoices for payment shall include or have attached to it the following:

1. The invoices and back-up documentation rendered to DCAS by the Managing Agent. Such Managing Agent invoices and back-up documentation shall identify each participant and the services performed for each such participant. The Managing Agent invoices shall also have attached any back-up information to substantiate the services performed including, but not limited to, separate entries for hours worked, hours that the participants were provided with on-the-job training and hours that participants attended training; and

2. All invoices submitted by the Managing Agent shall have two separate certifications. The first certification shall be a certification of all work hours performed at DCAS managed sites and shall be certified by DCAS with the following language: "I certify that the project(s) described herein has/have been completed and used in the performance of the official functions and duties of DCAS, that this voucher is correct and just, and payment for work hours performed at DCAS managed sites is approved. The second certification shall be a certification of all training provided and supervised by the

Managing Agent for all TANF TJ2 participants and shall be certified by the Managing Agent's site supervisors with 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, it 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 the amount is solely for the operation of the said Program described in this invoice." It is HRA's responsibility to confirm that the training as certified in the invoices by the Managing Agent did occur.

D. Invoices from DCAS submitted to HRA for payment accompanied by the above-referenced supporting documentation and back-up information shall be submitted to HRA at the following address:

Division of Accounts Payable and Reporting  
Office of Financial Management  
180 Water Street, 8<sup>th</sup> Floor  
New York, New York 10038  
ATTN: Dean Rainey

E. Any budget modifications shall be approved in writing by HRA.

F. HRA shall pay the monthly invoices within thirty (30) days of receipt thereof for those services which have been provided to and acknowledged by the HRA.

G. The End Date for participant work is August 19, 2011. DCAS shall not be liable for any invoices received from any source related to any TANF J2 costs after September 2, 2011. Final invoices, supporting documentation and back-up information are due to HRA Finance by September 16, 2011. Since this Agreement and any extension or renewal are subject to funding availability and the termination provisions of Article 9, the dates in this paragraph may be changed and/or extended accordingly.

#### **ARTICLE 4. NOTICE**

All notices required by this Cooperative Agreement shall be delivered by hand or sent via facsimile transmission, by Registered or Certified Mail, Return Receipt Requested, or by Overnight Mail, Express Mail or other overnight delivery services that provides a receipt to the sender. All notices and correspondences to the parties shall be delivered to the following addressees and addresses:

##### **TO HRA**

Mr. Thomas Patrick Harper  
Deputy Director  
Office of Contract Management

NYC Human Resources Administration  
180 Water Street, 6<sup>th</sup> Floor  
New York, N.Y. 10038

**TO DCAS**

Mr. David T. McCann  
Director of State Reimbursement  
Fiscal and Business Management  
Department of Citywide Administrative Services  
1 Centre Street, 17th Floor  
New York, NY 10007

**ARTICLE 5. RETENTION OF RECORDS**

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

**ARTICLE 6. COMPLIANCE WITH LAW**

The services rendered under this Cooperative 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 7. CONFIDENTIALITY**

A. All client information obtained, learned, developed, or filed by HRA or DCAS concerning recipients of services, including data contained in official HRA files or records, shall be held confidential by the parties pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1306 (1988), and any applicable regulations promulgated thereunder, and shall not be disclosed by HRA or DCAS to any person, organization, agency, or other entity except as authorized or required by law.

B. All of the reports, information, or data ("Confidential Materials") furnished, prepared, assembled, or used by HRA or DCAS under this Cooperative 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, to the extent permitted by law and except as directed by a court of law in a proceeding in which disclosing party has been directed by a court to make the disclosure.

C. Any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any authorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

D. Nothing herein will be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals.

E. This Article 7 shall remain in full force and effect following the termination of this Cooperative Agreement.

#### **ARTICLE 8. 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 Cooperative Agreement. The Commissioner of HRA may have input into the assignment, retention, and reassignment of any staff working pursuant to this Cooperative Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

#### **ARTICLE 9. TERMINATION**

A. HRA or DCAS shall have the right to terminate this Cooperative Agreement in whole or in part:

- (i) without cause, by giving the other party thirty (30) days prior written notice, or
- (ii) for good cause, immediately upon written notice.

B. HRA shall have the right to terminate this Cooperative Agreement immediately upon written notice for the any of the following reasons:

- (i) Federal or State reimbursement is terminated or not allowed;
- (ii) City funds are terminated;
- (iii) there is a lack of availability of HRA in-house staffing resources; or
- (iv) there is a change in HRA priorities.

C. In the event that HRA does terminate this Cooperative Agreement, DCAS shall not incur or pay any further obligation pursuant to this Cooperative Agreement beyond the termination date. Any obligation necessarily incurred by DCAS on account of this Cooperative Agreement prior to receipt of the notice of termination and falling due after such date shall be paid by HRA in accordance with the terms of this Cooperative Agreement.

**ARTICLE 10. ASSIGNMENT**

DCAS shall not assign, transfer, convey, sublet or otherwise dispose of this Cooperative Agreement, or any right, title, interest, obligation, duties herein, or DCAS' power to execute such Agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Cooperative 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 Cooperative Agreement), and subject to such conditions and provisions as HRA may 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 in Article 3 above. Any such assignment, transfer, conveyance, sublease or other disposition without such approval shall be void.

**ARTICLE 11. MODIFICATION**

This Cooperative Agreement may be modified by the Parties in writing.

**ARTICLE 12. ENTIRE AGREEMENT**

This Cooperative 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 Cooperative Agreement shall be deemed to exist or to bind either of the Parties hereto, or to vary any of the terms contained herein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

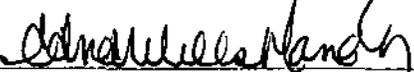
THE CITY OF NEW YORK  
HUMAN RESOURCES ADMINISTRATION  
OF THE DEPARTMENT OF SOCIAL SERVICES

BY: 

TITLE: Asst

DATE: 6/20/11

THE CITY OF NEW YORK DEPARTMENT OF  
CITYWIDE ADMINISTRATIVE SERVICES

BY: 

TITLE: Commissioner

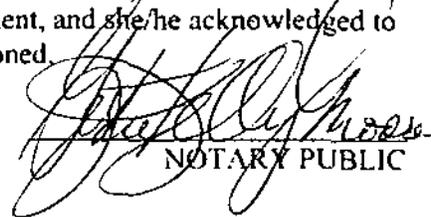
DATE: 7/22/11

STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK)

On this 20th day of June, 2011, before me personally came Vincent Pulo, to me known and known to me to be ACCD 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 she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

  
NOTARY PUBLIC

STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK)

GERTIE KELLY-MOORE  
Notary Public, State of New York  
No. 01KE4528281  
Qualified in Bronx County  
Commission Expires Aug. 31, 2014

On this 29 day of July, 2011 before me personally came Edna Wells Hardy, to me known and known to me to be Commissioner of the CITY OF NEW YORK DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES, the person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

  
NOTARY PUBLIC

TIMOTHY M. WILSON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 31-9698920  
Qualified in Nassau County  
Commission Expires JULY 31, 2014



**Agreement between the City of New York  
Department of Citywide Administrative Services and  
State of New York Division of Parole**

This agreement, dated this 1 day of July, 2008 by and between the City of New York, Department of Citywide Administrative Services, located at One Centre Street, 17<sup>th</sup> Floor, New York, New York 10007 (hereinafter the "Department"), and the State of New York, Division of Parole, located at 97 Central Avenue, Albany, New York 12206 (hereinafter "Parole").

**WHEREAS**, Parole provides parolees from prison the opportunity to become productive, law-abiding members of the community; and

**WHEREAS**, Parole supervises said parolees in the community, and

**WHEREAS**, Parole is authorized to enter into an agreement with the Department pursuant to which it may provide to the Department the services of parolees; and

**WHEREAS**, Parole has contracted with a managing agent that has experience in the development of programs that address the employment and vocational training needs of parolees and others with criminal histories ("Managing Agent"); and

**WHEREAS**, the Department is responsible for managing, operating, maintaining and cleaning certain buildings, offices and facilities that are leased or occupied for public use within the City of New York; and

**WHEREAS**, the Department seeks the services of supervised parolees and others with criminal histories to provide cleaning services to such buildings, offices and facilities;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions contained herein ("Agreement"), Parole and the Department hereby agree as follows:

2008-070137

1. Parole, utilizing services rendered by its Managing Agent, has implemented a transitional vocational training program for adult parolees and others with criminal histories. Parole, through its Managing Agent, shall provide the administrative staff to facilitate the operation and the daily management of the transitional vocational training program. This service shall include the deployment and supervision of parolees and others with criminal histories at any of the buildings, offices, and facilities ("Training Sites") designated by the Department for assignment.

2. Assignments, crew size and training hours, including training hours per day, at the Training Sites shall be at the direction of the Department, subject to the approval of Parole.

3. Parole, utilizing the services of its Managing Agent shall furnish the Department with parolee referrals, parolee attendance at the Training Sites, program participation and job placement. In addition, staff of the Managing Agent shall be available to meet with the Department's supervisory staff, as required, to further the goals and objectives of this Agreement.

4. The cleaning services to be performed, in or about the Training Sites, for the Department shall include, but not be limited to: heavy floor cleaning (including shagging, mopping, stripping, waxing and spray buffing), cleaning restrooms and snow removal. Such services shall be supervised at all times by the Managing Agent's staff.

5. This Agreement shall commence as of July 1, 2008 and continue to and including June 30, 2011.

6. The Department shall compensate Parole for all services rendered in a total amount not to exceed Nine Million Five Hundred Seventy-Six Thousand Dollars (\$9,576,000).

7. In accordance with the rates set forth in paragraphs 9 and 10 below, Parole shall submit to the Department monthly invoices for payment.

8. The Department shall pay monthly invoices within thirty (30) days of receipt thereof for those services which have been provided to and acknowledged by the Department.

9. The daily rate per person for services provided at Training Sites that are court facilities shall be One Hundred Thirty-Six Dollars (\$136.00) based on a six and one-half (6.5) hour day

10. The daily rate per person for services provided at Training Sites in all other facilities shall be One Hundred Twenty Dollars (\$120.00) based on a seven (7) hour day.

11. An increase of the daily rates set forth in paragraphs 9 and 10, above, may be allowed in this Agreement, but only based upon an increase in the New York State hourly minimum wage laws and, further, subject to funding that may be available to the Department. Any increase of the rates shall not exceed the respective increase in the New York State hourly minimum wage, and shall be memorialized in a writing signed by Parole and the Department setting forth the new daily rate per person and the date on which it is to be effective.

12. Parole's agreement with its Managing Agent shall include a provision that all damage, direct or indirect, of whatever nature resulting from the performance of the services at the Training Sites, from whatever cause, including omissions and supervisory acts of its Managing Agent, shall be borne by its Managing Agent, and all services at the Training Sites shall be solely the Managing Agent's risk. The Managing Agent, however, shall not be responsible for damages resulting from willful acts of officials or employees of the City of New York. Further, Parole's agreement with its Managing Agent shall include a provision that, to the extent permitted by law, the Managing Agent shall assume the entire responsibility and liability for and defense of, and pay and indemnify, the City of New York against any loss, expense or liability and will hold the City of New York harmless from and pay any loss, damage, cost or expense (including without limitation, judgments, attorney's fees, and court costs) the City of New York incurs because of injury to or death of any person or on account of damage to property, or any claim arising out of, in connection with, or as a consequence of, the performance of services at the Training Sites and/or any act or omission of the Managing Agent or any of its subcontractors, employees, agents or anyone directly or indirectly employed by the Managing Agent or anyone for whose acts the Managing Agent

may be liable.

13. Parole's agreement with its Managing Agent shall provide that the Managing Agent shall provide a commercial general liability insurance policy, including Contractual Liability and Products/Completed Operations Liability coverages in the sum of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and not less than Two Million Dollars (\$2,000,000) for damage to property. Such policies shall add the City of New York as an additional insured to the policy. In the event of any alleged liability of Parole to Department, Department shall first pursue and exhaust all remedies in law against the Managing Agent and under the insurance for performance of the services at the Training Sites earned by the Managing Agent before making any claim or taking any action against Parole.

14. Either the Department or Parole may terminate this Agreement upon thirty (30) days' written notice to the other. Such notice shall be delivered by certified mail, return receipt requested, to the other's address set forth in the first paragraph hereinabove.

In accordance with the above terms and conditions, the Department and Parole execute this Agreement.

STATE OF NEW YORK  
DIVISION OF PAROLE

By Felix Rosa  
Title: Executive Director  
Date: 12-27-08

CITY OF NEW YORK  
DEPARTMENT OF CITYWIDE  
ADMINISTRATIVE SERVICES

By Mariaak West  
Title: Commissioner  
Date: 1/2/09

Approved as to Form  
Certified as to Legal Authority

Steven A. Green (CS)  
Acting Corporation Counsel

Dated: OCT 21 2008

ACKNOWLEDGMENT BY PAROLE

STATE OF NEW YORK  
COUNTY OF NEW YORK ss.

On this 24<sup>th</sup> day of December, 2008 before me personally appeared [Signature] to me known and known to me to be the Executive Director of the State of New York, Division of Parole, the person described as such in and who as such executed the foregoing instrument and s/he acknowledged to me that s/he executed the same as EXECUTIVE DIRECTOR for the purposes therein mentioned.

[Signature]  
KATHLEEN M. KING  
Notary Public, State of New York  
Qualified in Schoharie County  
No. 02K16047587  
Commission Expires 1/5/2010

ACKNOWLEDGMENT BY DEPARTMENT (DCAS)

STATE OF NEW YORK  
COUNTY OF NEW YORK ss:

On this 10 day of January, 2009 before me personally appeared \_\_\_\_\_ to me known and known to me to be the Commissioner of the Department of Citywide Administrative Services of the City of New York, the person described as such in and who as such executed the foregoing instrument and s/he acknowledged to me that s/he executed the same as Commissioner for the purposes therein mentioned.

JOHN A. CASTELLANETA  
Notary Public, State of New York  
No. 01CA471095  
Qualified in Nassau County  
Commission Expires June 30, 2010

[Signature]  
Notary Public or Commissioner of Deeds



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE CITY OF NEW YORK DEPARTMENT OF CITYWIDE ADMINISTRATIVE  
SERVICES AND THE STATE OF NEW YORK STATE DEPARTMENT OF  
CORRECTIONS AND COMMUNITY SUPERVISION**

This amendment, dated this \_\_\_ day of \_\_\_\_\_, 2011 by and between the City of New York, Department of Citywide Administrative Services (hereinafter the "Department"), located at One Centre Street, 17<sup>th</sup> Floor, New York, New York 10007, and the New York State Department of Corrections and Community Supervision (hereinafter "DOCCS"), located at 97 Central Avenue, Albany, New York 12206 (the "Parties")

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated July 1, 2008 (the "Agreement"), pursuant to which DOCCS (formerly the State of New York Division of Parole) provides the Department with services of parolees; and

**WHEREAS**, the term of the Agreement was from July 1, 2008 through and including June 30, 2011; and

**WHEREAS**, the Agreement required that DOCCS, through its managing agent ("Managing Agent") provide employment and vocational training needs of parolees and others with criminal histories; and

**WHEREAS**, the New York City Human Resources Administration of the Department of Social Services ("HRA") wishes to make available to the Department, through the Agreement, Transitional Jobs 2-federal temporary assistance to needy families ("TANF") funds, for the purpose of providing transitional jobs to formerly incarcerated Cash Assistance ("CA") participants; and

**WHEREAS**, the Parties desire to amend the Agreement and any extension thereof accordingly; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows ("First Amendment"):

1. The Agreement, attached hereto as Exhibit A, and any extension thereof shall be amended to include the terms and conditions for the provision of services to be performed by DOCCS for the Department using HRA available funds ("HRA Funded Services") as set forth below and in the Budget, attached hereto as Exhibit B.

2. DOCCS, through its managing agent ("Managing Agent"), shall provide the administrative staff to facilitate the operation and the daily management of HRA's transitional

job training and placement program ("TJ2 program"). This service by the Managing Agent may include the screening for eligibility of potential candidates. In addition, the Managing Agent shall be responsible for the training, deployment and supervision of parolees (hereinafter "Participants") to any of the buildings, offices, and facilities ("Training Sites") designated by the Department for assignment. The number of Participants for whom the Managing Agent shall be performing these services shall be consistent with the Budget (Exhibit B) or any agreed upon renewal budget. The screening for eligibility by the Managing Agent of any potential candidate shall only be necessary if screening for TANF eligibility has not already been performed by HRA. In the event it is necessary for the Managing Agent to screen for eligibility, it shall screen using New York State's TANF 200% of poverty form (form LDSS-4726).

3. The Managing Agent, shall furnish to the HRA, parolee referral, parolee attendance at the Training Sites, program participation, job placement information and any other supporting documentation and back-up information requested by HRA in a time and manner acceptable to HRA. The Managing Agent staff shall be available to meet with HRA's supervisory staff, as required, to further the goals and objectives set forth in this First Amendment.

4. The Managing Agent shall assign Participants to work crews, which shall be operated and supervised by the Managing Agent. Participants will work at least twenty-one (21) hours per week at \$7.25 per hour for a maximum of seventy-five (75) working days. The Managing Agent, in consultation with HRA, shall schedule and assign the Participants so that each Participant shall be provided a total of one hundred five (105) hours of paid education and training at the rate of \$7.25 per hour during the term of this First Amendment. Included in the training shall be thirty-two (32) hours of warehouse training that provides hands-on instruction in forklift operation leading to forklift certification and thirty-two (32) hours of computer skills instruction, accommodating participants at different levels of computer literacy. The computer skills instruction shall be held at the Managing Agent's computer lab in its Bronx satellite office.

5. The services to be performed, in or about the Training Sites by the Participants, shall include, but are not limited to, building maintenance, cleaning, floor waxing, buffing, rubbish and snow removal. The Managing Agent shall supervise such services at all times. The Managing Agent shall provide to all Participants at least four (4) hours of paid on-the-job hard skills training each week, (included within the twenty-one (21) hours cited in paragraph 4 above). The training will be tailored to their needs in building maintenance skills including cleaning techniques, solution preparation, floor waxing and buffing, rubbish and snow removal; as well as soft skills training related to work behaviors such as cooperation, initiative and presentation. Soft skills training will comprise a minimal component of the participants' training. The Managing Agent's site supervisors shall document the skills training provided to Participants and shall report bi-weekly hours that participants attend paid training.

6. The Managing Agent shall provide job coaching and retention services including workplace counseling, connections to work supports, career planning and guidance on legal, housing or parenting issues that might impact employment.

7. The Managing Agent shall inform the Participants of its Rapid Rewards program and provide those Participants who achieve the specified employment milestones with any applicable cash incentives.

8. The Managing Agent shall also inform the Participants at the time of referral into HRA's TJ2 program of the availability of a five hundred dollars (\$500.00) bonus from HRA in the event they successfully participate in the subsidized job for at least thirty (30) days; obtain unsubsidized employment within thirty (30) days of ending the subsidized job; and retain unsubsidized employment for at least thirty (30) days. All eligibility, certification and payment related to these bonus payments is the sole responsibility of HRA

9. The Managing Agent shall prepare the Participants for transition to unsubsidized employment by ensuring that each Participant participates in thirteen (13) hours of unpaid mandatory job search activities each week. Job search activities include the Participants meeting once per week with the Managing Agent's job developer to discuss interest and suitability for job openings; going on interviews set up by the job developers; and conducting a job search directed and supported by the Managing Agent's staff.

10. An increase of the hourly rate of \$7.25 may be allowed for the services set forth in this First Amendment, if there is an increase in the New York State hourly minimum wage rate.

11. The Managing Agent shall simultaneously submit certified monthly invoices to DOCCS and the Department. The said invoices shall identify each Participant and the services performed during that month for each such Participant. The invoices shall include or have attached all supporting documentation and back-up information to substantiate the services performed including but not limited to separate entries for hours worked, hours that Participants were provided with on-the-job training and hours that Participants attended training. The invoices shall also include the Managing Agent's program supervision and administrative costs consistent with the submitted budget (Exhibit B). The certification language that shall be included on all invoices is as follows:

"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 it 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 the said Program described in this invoice."

12. DOCCS shall forward the monthly invoices it received from the Managing Agent to the Department. Upon receipt of the said invoices from DOCCS, the Department shall reimburse DOCCS of the services on the said invoices.

13. The end date for Participant work is August 19, 2011. DCAS shall not be liable for any invoices received from any source related to any TANF 12 costs after September 2, 2011.

Final invoices, supporting documentation and back-up information are due to HRA Finance by September 16, 2011.

14. DOCCS shall retain all books, records, and other documentation relevant to this First Amendment for a period of six (6) years after the final payment or termination of the Agreement (and any amendment, renewal or extension thereof), whichever is later. Any City, State, and Federal auditors and any other person duly authorized by the City shall have full access to and the right to examine any of said materials during said period.

15. The services rendered pursuant to this First Amendment 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.

16. All client information obtained, learned, developed, or filed by DOCCS or the Managing Agent concerning recipients of services, including data contained in official HRA files or records, shall be held confidential by the parties pursuant to the provisions of the Social Services Act, 42 U.S.C.A. 1306 (1988), and any applicable regulations promulgated thereunder, and shall not be disclosed by DCAS or CEO to any person, organization, agency, or other entity except as authorized or required by law.

17. All of the reports, information, or data ("Confidential Materials") furnished, prepared, assembled, or used by DOCCS or the Managing Agent under this First Amendment 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 HRA, except as directed by a court of law in a proceeding in which disclosing party has been directed by a court to make the disclosure.

18. Any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any authorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

19. Nothing herein will be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals.

20. Paragraphs 14 through 17 shall remain in full force and effect following the termination of this First Amendment.

21. DOCCS shall not assign, transfer, convey, sublet or otherwise dispose of the services set forth in this First Amendment, or any right, title, interest, obligation, duties herein, or DOCCS's power to execute this First Amendment, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under execute this First Amendment, unless the prior written approval by the City by its Commissioner of HRA or his/her designee shall first be obtained (which approval shall be attached to the original hereof), and subject to such conditions and provisions as the City, by its HRA or designee may deem necessary. No such approval shall be deemed in any event or in any manner to provide for incurring any obligation of HRA in excess of the amount specified in Article 3 above. Any such assignment, transfer, conveyance, sublease or other disposition without such approval shall be void.

22. This First Amendment may be modified only in a writing signed by DOCCS and the Department.

23. This First Amendment contains all the terms and conditions agreed upon by the parties concerning the HRA Funded Services to be provided hereunder, and no other agreement, oral or otherwise, regarding the subject matter of the First Amendment shall be deemed to exist or to bind either of the parties hereto, or to vary any of the terms contained herein.

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

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

STATE OF NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE CITY OF NEW YORK DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to form

Certified as to legal authority

\_\_\_\_\_



11/11/11

HRA/CEO Stimulus Proposal		4/4/2011
*Add in new work crews to create 14 daily work slots		
<b>CLIENT SALARIES</b>		
Participants Served from	from 04/01/11 to 08/31/11	60
Budget (5 months)		
	Participant Wages	\$4196.75 x 28 x 1135
	Warehouse Training Wages	\$14,654
	Computer Training Wages	\$17,585
	<b>CLIENT SALARIES TOTAL</b>	<b>\$119,225</b>
<b>ADMINISTRATION</b>		
	Participant Hours	33
	Participant Hourly Supply & Safety Items	25
	Participant Fee	60
	Participant Supplies	3
	Participant Food, Lodging & Processing	21
	<b>Subtotal Crew OTPS</b>	<b>\$8,526</b>
	Supervision	
	Site Supervisors (2)	1176
	Senior Site Supervisors (3)	8,314
	Management Supervision	5,125
	Management OTPS	47
		<b>34,593</b>
	Site Scheduling/Billing	18
	OTPS	717
		<b>\$1,850</b>
	Crew OTPS	
	Equipment	\$2,263
	Supplies	\$1,063
	Staff Travel	\$812
	All Other	\$5,023
		<b>\$9,261</b>
	<b>ADMINISTRATION SUBTOTAL</b>	<b>\$81,229</b>
Overhead (15%)	15%	\$12,184
	<b>ADMINISTRATION TOTAL</b>	<b>\$93,413</b>
	<b>GRAND TOTAL</b>	<b>\$212,639</b>