

INTERAGENCY AGREEMENT

between

**THE NEW YORK CITY DEPARTMENT OF YOUTH
AND COMMUNITY DEVELOPMENT**

and

THE CITY UNIVERSITY OF NEW YORK

on behalf of

JFK, JR. INSTITUTE FOR WORKER EDUCATION

for

THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM

and

THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM

THIS INTERAGENCY AGREEMENT (“Agreement”), for the Family Development Credential Program and the Empowerment Skills for Leaders Credential Program , effective as of July 1, 2023, is made by and between the City of New York (the “City”), by and through its Department of Youth and Community Development (“DYCD” or “Agency”), with an office located at 2 Lafayette Street, New York, New York 10007, and The City University of New York (“CUNY”) with offices at 205 East 42nd Street, New York, New York 10017, on behalf of the JFK, Jr. Institute for Worker Education. DYCD and CUNY are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, in 1996, the City implemented the Family Development Credential Program (“FDC Program”) a professional development training program that provides family workers employed at organizations that contract with DYCD with the knowledge and competencies they need to prepare for the New York State Family Development Credential Examination; and

WHEREAS, in 1996, the City also endeavored to design, in collaboration with CUNY, the Empowerment Skills for Leaders Credential Program (“ES Program”) to train supervisors and other leaders in City government in the family development principles on which the FDC Program is based; and

WHEREAS, in 2014, DYCD developed separate curricula (“Curricula” or “Curriculum”) for the FDC and ES Programs, including portfolio advisement and development, and received funds to pay tuition costs for selected applicants in the FDC and ES Programs (“Scholarship Students”); and

WHEREAS, CUNY has, since 2014, supplied facilities and resources to deliver the respective Curricula to students enrolled in the FDC and ES Programs and provide other services related to the programs through its continuing education program; and

WHEREAS, DYCD wishes to provide funding to CUNY for City Fiscal Year 2024 through 2026, to allow CUNY to continue to deliver the Curricula to students and provide other services related to the FDC and ES Programs, in accordance with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, Agency and CUNY agree as follows:

ARTICLE I
TERM

- A. The term of this Agreement shall commence on July 1, 2023 and expire on June 30, 2026 (“Term”), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article VI herein.
- B. The Parties may renew this Agreement for up to three (3) additional years (any such period, a “Renewal Term”), upon mutual written agreement of the Parties.

ARTICLE II
SCOPE OF SERVICES

- A. CUNY shall provide the Curricula and other services related to the FDC and ES Programs through its continuing education program (the “Services”) as set forth in the Scope of Work and Payment Schedule, attached hereto and made a part hereof as Exhibit A and any modifications to Exhibit A, as mutually agreed upon by the Parties in writing. Exhibits A, B, C (and D, if there will be a subcontract that exceeds \$20,000 in value, and Riders, if required by Agency]) are hereby attached hereto and made a part hereof.

ARTICLE III
PAYMENT

- A. FDC Program
 - 1. Subject to the availability of FDC Program funds, and upon timely receipt by DYCD of accurate and complete invoices and documentation, including attendance records satisfactory to DYCD, DYCD shall reimburse CUNY for FDC Program costs as follows:
 - a. One thousand four hundred fifty dollars (\$1,450.00) ("Student Fee") for each Scholarship Student who attends a minimum of three (3) classes, invoiced to DYCD after the respective Scholarship Student attends the three (3) classes, and payable within thirty (30) days of receipt by DYCD. CUNY will not invoice DYCD for a Student Fee for any Scholarship Student who withdraws from the FDC Program before Classes begin. No invoice adjustment shall be made after the third week of Classes.

- b. Seven hundred twenty-five dollars (\$725.00) for each Scholarship Student who withdraws from the FDC Program after attending one (1) class within the first three (3) weeks.
- c. Two hundred dollars (\$200.00) per class, to reimburse CUNY for the fee paid to the National FDC Program at the University of Connecticut for technical assistance and support services.
- d. Three hundred fifty dollars (\$350.00) for each Scholarship Student who completes the Curriculum, to reimburse CUNY for the fee paid to the National FDC Program at the University of Connecticut for the Examination (as noted in Exhibit B).
- e. If applicable, nine hundred dollars (\$900.00) per person, to reimburse CUNY for the fee paid to the National FDC Program at the University of Connecticut to enroll FDC graduates who are interested in becoming instructors or portfolio advisors into the University of Connecticut Instructors' and Advisors' Training Institute.

B. ES Program

- 1. Subject to the availability of ES Program funds, and upon timely receipt by DYCD of accurate and complete invoices and documentation, including attendance records satisfactory to DYCD, DYCD shall reimburse CUNY for ES Program costs as follows:
 - a. Five hundred dollars (\$500.00) (“Student Fee”) for each Scholarship Student who attends a minimum of two (2) classes, invoiced to DYCD after the respective Scholarship Student attends the two (2) classes, payable within thirty (30) days of receipt by DYCD. CUNY will not invoice DYCD for a Student Fee for any Scholarship Student who withdraws from the ES Program before classes begin.
 - b. Two hundred fifty dollars (\$250.00) for each Scholarship Student who withdraws from the ES Program after attending one (1) class within the first three (3) weeks.
 - c. Two hundred dollars (\$200.00) per class, to reimburse CUNY for the fee paid to the University of Connecticut for technical assistance and support services.
 - d. Three hundred dollars (\$300.00) for each Scholarship Student who completes the Curriculum, to reimburse CUNY for the fee paid to the University of Connecticut for the student’s ES Program Credential.

- C. All payments shall be made in accordance with the “Payment Schedule” set forth in Exhibit A and the Budget, attached hereto and made a part hereof as Exhibit B. The total amount for the Term shall not exceed nine hundred twenty-one thousand six hundred dollars (\$921,600.00), which includes an amount not to exceed three hundred seven thousand two hundred dollars (\$307,200.00) for each of the three (3) City fiscal years included in the Term, comprised of:

1. City fiscal year 2024 beginning on July 1, 2023 through June 30, 2024.
 2. City fiscal year 2025 beginning on July 1, 2024 through June 30, 2025.
 3. City fiscal year 2026 beginning on July 1, 2025 through June 30, 2026.
- D. The Parties acknowledge that pursuant to a certain agreement dated October 20, 1983 between the Research Foundation of The City University of New York (“RF”) and CUNY, the RF will act as CUNY’s fiscal agent to accept payment from Agency. Each Intra-City invoice shall be signed by the RF Director or Assistant Director of Grants and Contracts and 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 it is necessary for the proper transaction of the business of Agency, 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.”*
- E. Agency hereby grants approval for all modifications to line items in the Budget that do not exceed ten percent (10%) of the value of that line item. Prior to making any reallocations or other changes that would exceed this threshold, CUNY shall require that the RF submit a written request for approval of the modification to Agency. The RF shall not make any such changes without the prior approval of Agency.
- F. This Agreement is funded in whole or in part by funds secured by Agency from the Federal government and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the Federal government, Agency shall, subject to the terms of Article VI – Termination and Modification, have in its sole discretion, the right to terminate this Agreement or to reduce the funding and the corresponding level of Services caused by such action by the Federal government provided that all program expenditures up to the date of the termination are paid in full by Agency.
- G. Without limiting any of Agency’s other rights or remedies, and subject to the subparagraphs 1 and 2 below, Agency shall have the right to recoup payments made to RF by requiring repayment by RF in the event that RF has received monies that are reasonably determined to be prohibited under this Agreement.
1. At least thirty (30) days prior to exercising its right to recoup payments, Agency shall provide written notice to RF and CUNY setting forth the nature and amount of the payments determined by Agency to be invalid or disallowed under this Agreement and the basis for such determination.
 2. RF shall have ten (10) business days after its receipt of such written notice to respond to such Agency determination in writing. Agency shall reasonably consider RF’s response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of RF’s response.

ARTICLE IV

NOTICES

All notices required by this Agreement shall be delivered by messenger, overnight delivery service or email to the following:

To Agency:

New York City Department of Youth and Community Development
Office of Legal Affairs
2 Lafayette Street, 21st Floor
New York, New York 10007
Attn: Angelina Martinez-Rubio, Acting General Counsel
Email: amartinezrubio@dycd.nyc.gov

To CUNY:

JFK, Jr. Institute for Worker Education
The City University of New York
555 West 57th Street, 11th Floor Mailroom
New York, New York 10019
Attn: Carrie Shockley, Director
Email: Carrie.Shockley@cuny.edu

With a Copy to:

The City University of New York
Office of the General Counsel
205 East 42nd Street, 11th Floor
New York, New York 10017
Email: ogc@cuny.edu

To RF – For Fiscal matters:

Director of Grants and Contracts
The Research Foundation of CUNY
230 West 41st Street
New York, New York 10036
Attn: Kyung Hur
Email: Kyung_Hur@rfcuny.org

ARTICLE V **RETENTION OF RECORDS**

CUNY agrees to retain and to notify RF to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement whichever occurs later. City, State, and Federal auditors, and any other persons duly authorized by Agency shall have full access to and the right to examine any of the books, records, and other documents.

ARTICLE VI
TERMINATION AND MODIFICATION

- A. The Parties shall have the right to terminate the Agreement in whole or in part:
 - 1. Without cause by giving ninety (90) days written notice; or
 - 2. For good cause, by giving thirty (30) days written notice with an opportunity to cure within the thirty (30) day period.
- B. In the event of termination without cause, DYCD will pay, the actual and reasonable costs incurred as detailed in Article III – Payment, up to and including the effective date of the termination.
- C. Modification. This Agreement may only be amended by the mutual written consent of the Parties.

ARTICLE VII
INDEMNIFICATION

- A. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, CUNY shall hold the City harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of CUNY or of its officers or employees when acting within the course and scope of their employment.
- B. This Article VII shall survive the termination of the Agreement.

ARTICLE VIII
PUBLICATION AND INTELLECTUAL PROPERTY

- A. Publications. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof (each a “Publication”), without the prior written approval of Agency, which shall not be unreasonably withheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize other City agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law, that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its

own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.

- B. Scholarly Research. Notwithstanding the foregoing, if the Publication is the result of scholarly research performed under this Agreement (a “Research Publication”), consistent with CUNY’s practice of openness in research, prior written approval of Agency will not be required before publication. Instead, prior to submitting a Research Publication for publication or before any other public disclosure, CUNY will provide Agency thirty (30) days to review the proposed Research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency’s comments but is under no obligation to make changes to the Research Publication to address them, except with respect to confidential information. If Agency objects to a Research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such Research Publication until such confidential information has been removed.
- C. Instructional Materials and Curricula. “Instructional Materials” shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educational mission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to CUNY’s Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A (“Services Instructional Materials”). To the extent that any Services Instructional Materials are newly created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other City agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law or as otherwise specified in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.
- D. Non-Instructional Materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive property of Agency and shall be designated and described in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A. CUNY shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-Instructional Materials for its non-commercial, educational purposes or as otherwise specified in the *Scope of Work and Payment Schedule*, attached hereto and made a part hereof as Exhibit A.
- E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members,

CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

ARTICLE IX **CONFIDENTIALITY**

- A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY or the JFK, Jr. Institute for Worker Education, shall be held confidential by CUNY and the JFK, Jr. Institute for Worker Education, and shall not be disclosed by CUNY or the JFK, Jr. Institute for Worker Education to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days' notice and opportunity to object to the disclosure, and if requested by Agency and not inconsistent with CUNY's obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. This Article shall remain in full force and effect following the termination of this Agreement.
- B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act ("FERPA") ["FERPA Records"], and (b) to the extent that information is shared in connection with the Services includes FERPA Records, CUNY will not release such information from education records, other than Directory information, without obtaining a FERPA release, in a form used by the JFK, Jr. Institute for Worker Education, from the student. It is agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.
- C. To the extent applicable, the Privacy Protection Rider, attached hereto as Appendix C, is incorporated and made a part of this Agreement.

ARTICLE X **MISCELLANEOUS**

- A. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation, and close-out activities and audits conducted by Agency or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.

- B. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Agreement unenforceable.
- C. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.
- D. 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 either of the Parties or to vary any of its terms.
- E. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the *Scope of Work and Payment Schedule* attached hereto as Exhibit A, the terms and conditions of this Agreement shall control.
- F. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY or Agency (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of CUNY or the Agency. Neither Party will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- G. Subject to Article III, Section D, neither CUNY nor the JFK, Jr. Institute for Worker Education will assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.
- H. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall direct the RF to forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY or the RF to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000. Prior to entering into any subcontract for an amount greater than \$20,000, the RF shall submit a written request for the approval of the proposed subcontractor to the Agency. RF shall not enter into any subcontract for an amount greater than \$20,000 without the prior written approval of the Agency on Exhibit D hereto.
- I. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an

additional insured under such insurance, CUNY shall require that such entity also list the City, including its officials and employees as an additional insured.

- J. Consistent with 2 CFR Part 200, vendor agreements for this project pertaining to indirect services (*i.e.*, services not already related to program delivery) do not require Agency approval. CUNY shall confer with Agency to confirm that an agreement with a third party is an indirect vendor agreement prior to submitting a request to RF for such third-party agreement. CUNY shall direct the RF to forward Agency a copy of the signed agreement as documentation for allowable costs. For the avoidance of doubt, the Parties understand that copies of signed contracts or other applicable documents may be requested by Agency to substantiate payment or reimbursement for allowable costs and expenses.
- K. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

**NEW YORK CITY
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT**

By: 

Name: Angelina Martinez-Rubio

Title: Acting General Counsel

Date: 2.13.24

APPROVED AS TO FORM

Alexa Fritsche

The City University of New York

Office of the General Counsel

Date: 2/2/24

THE CITY UNIVERSITY OF NEW YORK

By: 

Name: Derek Davis

Title: General Counsel

Date: February 7, 2024

EXHIBIT A

SCOPE OF WORK AND PAYMENT SCHEDULE

FOR

THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM

AND

THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM

EXHIBIT A

SCOPE OF WORK AND PAYMENT SCHEDULE FOR THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM AND THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM

Scope of Work

I. CUNY Deliverables

1. CUNY shall:

- a. Conduct a series of classes for the FDC and ES Programs in spaces conducive to learning and of at least equivalent quality and size as the spaces provided for other continuing education courses at CUNY campuses.
- b. Work with DYCD to provide instruction at Community Based Organizations, whenever possible.
- c. Limit the maximum size of the classes to twenty-five (25) students and, in collaboration with DYCD, determine the number of classes to be provided at the respective CUNY campuses as listed below.
- d. Provide a schedule of classes including the day, date, beginning and end times, and location.
- e. Provide Scholarship Students with priority registration for the classes.
- f. Use its best efforts to begin classes in October of each year of this Agreement, provided DYCD refers Scholarship Students in a timely manner.
- g. Provide DYCD with written attendance records of Scholarship Students within one (1) business day after the first week of classes, and weekly thereafter.
- h. Designate, in writing, a representative to coordinate, facilitate and administer CUNY's obligations.
- i. Monitor and evaluate FDC instructors and portfolio advisors each semester, as per the instructor and portfolio advisor guidelines document that will be collaboratively developed by CUNY and DYCD.

2. CUNY shall also be responsible for:

- a. Developing and maintaining a database of FDC Graduates.
- b. Marketing the FDC Program and recruiting students for the FDC Program.
- c. Creating of schedules based on the CUNY academic calendar.
- d. Developing and administering course and instructor evaluations, and maintaining enrollment data for external and internal reporting.
- e. Tracking and monitoring all campus attendance.

- f. Processing and handling requests, including but not limited to, requests for School Aged Care Credential (“SACC”) hours certificates.
- g. Screening for qualified Scholarship Students for the FDC and ES Programs through an application process that evaluates factors including, but not limited to, writing ability, commitment to the FDC and ES Programs guiding principles, and Agency endorsements/recommendations, and after DYCD selects the Scholarship Students, coordinating the scholarship notification process.
- h. Coordinating programmatic events and meetings, including, but not limited to, Orientation, Open School Day, Graduation, focus groups, and debriefing meetings in collaboration with DYCD.

3. FDC Program Classes

- a. CUNY shall offer three (3) sections of the FDC Program, each comprised of fifteen (15) classes over the course of fifteen (15) weeks at the following CUNY campuses (“FDC Sites”):
 - i. CUNY School of Professional Studies;
 - ii. Bronx Community College;
 - iii. New York City College of Technology; and
 - iv. Other CUNY campuses, based on enrollment, budget, and with the capacity to offer FDC.
- b. CUNY shall ensure that the FDC Program classes:
 - i. are taught by faculty who have successfully completed training at the National Family Development Credential Program Instructor Institute, or who have relevant experience in the social services field.
 - ii. include one hundred fifty (150) hours of faculty time allotted, as follows:
 - A. Eighty (80) hours of classroom instruction in the ten (10) modules of the FDC Curriculum.
 - B. Portfolio advisement and development hours will be based on student enrollment with a minimum of four (4) hours of advisement per enrollee.
 - C. Ten (10) hours for instructors and portfolio advisors to attend training and quarterly meetings sponsored by DYCD and the University of Connecticut, which is the oversight body and headquarters of the FDC Program.

4. ES Program Classes

- a. CUNY shall offer two (2) sections of the ES Program, each comprised of fourteen (14) classes over fourteen (14) weeks at the following CUNY campuses (“ES Sites”):
 - i. CUNY School of Professional Studies; and

- ii. Other CUNY campuses, based on enrollment, budget, and with the capacity to offer ES.
- b. CUNY shall ensure that the ES Program classes are taught by faculty who have successfully completed training at the Empowerment Skills for Leaders Institute, or who have relevant experience in the social services field.
- c. ES Program classes shall include at least forty-five (45) hours of faculty time allotted as follows:
 - i. Thirty (30) hours of classroom instruction in the five (5) modules of the ES Curriculum.
 - ii. A three (3) hour follow-up class on the Leadership Empowerment Plan.¹
 - iii. Up to forty (40) hours of portfolio advisement and development consisting of small group meeting and individual Scholarship Student advisement based on faculty assessment of individual Scholarship Student needs, including a minimum of one (1) hour per Curriculum module for each Scholarship Student.
 - iv. Ten (10) hours for instructor(s) to attend training and quarterly meetings sponsored by DYCD and the University of Connecticut, which is the oversight body and headquarters of the ES Program.

II. DYCD Responsibilities.

1. Through an application process that evaluates factors including, but not limited to, writing ability, commitment to the FDC and ES Programs guiding principles, and Agency endorsements/recommendations, DYCD shall select qualified Scholarship Students for the FDC and ES Programs and provide CUNY with a final list containing the Scholarship Students' names, addresses and email addresses at least one (1) week prior to the first class. DYCD shall make portfolio advisor and instructor candidates, who are employed by DYCD, aware of DYCD and City policies regarding conflicts of interest, including the prohibited use of City time during their outside employment in the FDC and ES Programs.
2. At least ninety (90) days prior to the agreed upon commencement date, DYCD shall:
 - a. Provide CUNY with a written request to begin the FDC and ES Programs and Curricula through the classes.
 - b. Determine, in collaboration with CUNY, the number of classes to be provided at each Site.
3. Designate, in writing, a representative to coordinate, facilitate and administer DYCD's obligations.

¹ Scholarship Students are required to develop and prepare a Leadership Empowerment Plan, in collaboration with a peer advisor. The plan is a personal goal of empowerment-based leadership, including goals, steps to implementation of those goals, and personal strengths and weaknesses.

Payment Schedule

Invoicing and Schedule. CUNY shall submit invoices to DYCD for payment of FDC and ES Programs services rendered on a quarterly basis during each fiscal year of the Agreement. Such invoices shall be sent no later than fifteen (15) days following the end of the quarter. DYCD shall provide full payment to CUNY within thirty (30) days of receiving each invoice.

EXHIBIT B

BUDGET

FOR

THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM

AND

THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM

EXHIBIT B

**BUDGET
FOR
THE FAMILY DEVELOPMENT CREDENTIAL PROGRAM**

**AND
THE EMPOWERMENT SKILLS FOR LEADERS CREDENTIAL PROGRAM
FY 2024-2025**

CUNY Deliverables		\$88,627
Training Fees		
FDC	6 cohorts (96 participants each) @ \$1450/student	\$139,200
ES	2 cohorts (60 participants each) x \$500	\$20,000
Portfolio Review/Credentialing Exam Fees (UConn)		
FDC	108 participants x \$350	\$36,400
ES	40 participants x \$300	\$12,000
Technical Assistance Fees (UConn)		
\$200 per class	8 classes	\$1,600
FDC Handbooks for DYCD Staff		0
Professional Development (Coaching, training, and in-service training)		\$1,800
OTPS – ceremony (space, food, flowers, pianist)		\$6,123
Contract Total		\$307,200

EXHIBIT C
PRIVACY PROTECTION RIDER

1. Purpose.

The Agency Privacy Officer has determined that an important privacy risk is implicated by the services provided under this Agreement. Contractor agrees to comply with this Privacy Protection Rider (“Rider”) and the Identifying Information Law, as applicable, in the performance of this Agreement.

2. Definitions.

- A. “Access” to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.
- B. “Agency” means a City agency or office through which the City has entered into this Agreement.
- C. “Authorized Users” means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.
- D. “Chief Privacy Officer” means the City’s Chief Privacy Officer.
- E. “Collection” means an action to receive, retrieve, extract, or access identifying information. Collection does not include receiving information that Contractor did not ask for.
- F. “Contractor” means an entity entering into this Agreement with the City.
- G. “Disclosure” means releasing, transferring, disseminating, giving access to, or otherwise providing identifying information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to identifying information obtained through a potential unauthorized access to Contractor’s systems or records.
- H. “Exigent circumstances” means cases where following this Rider would cause undue delays.
- I. “Identifying Information” means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual.
- J. “Identifying Information Law” means §§ 23-1201 – 1205 of the Administrative Code of the City of New York.
- K. “Permitted Purpose” means a use of Identifying Information that is necessary to carry out the Contractor’s obligations under this Agreement.
- L. “Sensitive identifying information” means identifying information that poses a higher risk of harm to an individual or members of an individual’s household. Examples of harm are identity theft,

danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual.

M. "Use" of Identifying Information means any operation performed on identifying information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.

3. General Requirements.

- A. Contractor will use appropriate physical, technological, and procedural safeguards to protect the security of Identifying Information and will take reasonable measures to prevent harm to the City and the individuals whose Identifying Information is subject to this Agreement.
- B. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.
- C. Contractor will comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at <https://nyc.gov/infosec>. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.
- D. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.

4. Collection.

- A. Absent Exigent Circumstances (Section 7), Contractor may collect Identifying Information if the collection:
 - i. has been approved by the Agency Privacy Officer;
 - ii. is required by law or treaty;
 - iii. is required by the New York City Police Department in connection with a criminal investigation; or
 - iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent.

5. Disclosure.

A. Absent Exigent Circumstances (Section 7), Contractor may disclose Identifying Information if the disclosure:

- i. has been approved by the Agency Privacy Officer;
- ii. is required by law or treaty;
- iii. is to the New York City Police Department in connection with a criminal investigation;
- iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or
- v. has been authorized in writing by the individual to whom such information pertains or, if such individual is a minor or is otherwise not legally competent, by such individuals' parent, legal guardian, or other person with legal authority to consent on behalf of the individual.

B. If Contractor is required by law to disclose Identifying Information, it will: (a) as soon as practicable, but not later than one business day after it learns of the required disclosure, notify the Agency; and (b) disclose the Identifying Information only to the extent allowed under a protective order or as necessary to comply with the law.

6. Disclosures of Identifying Information to Third Parties.

Unless prohibited by law, Contractor will promptly notify the Agency Privacy Officer of any third-party requests for Identifying Information, cooperate with the Agency Privacy Officer to handle such requests, and comply with the Citywide Privacy Protection Protocols of the Chief Privacy Officer concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

7. Exigent Circumstances.

A. Notwithstanding Section 4 (Collection) and 5 (Disclosure), if Contractor collects or discloses Identifying Information due to Exigent Circumstances with no other basis for collection or disclosure under subdivisions (b) or (c) of Section 23-1202, then as soon as practicable after the collection or disclosure but not to exceed 24 hours, Contractor will send to the Agency Privacy Officer in writing:

- i. The name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the Agency Privacy Officer;
- ii. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor's estimate of the likelihood of the Exigent Circumstances reoccurring.

- B. If the Agency Privacy Officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to Section 8 (Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information).

8. Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.

- A. If Contractor collects, uses, discloses, or accesses Identifying Information in violation of this Rider, Contractor will:
- i. notify the Agency Privacy Officer in writing as soon as practicable but no later than 24 hours after discovery, including a description of the collection, disclosure, use, or access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access;
 - ii. provide the name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the Agency Privacy Officer and relevant City officials, including the Chief Privacy Officer, Office of Cyber Command, and the City's Law Department, to investigate the occurrence and scope of the collection, disclosure, use, or access, and make any required or voluntary notices;
 - iii. take all reasonably necessary steps, as determined by the Agency Privacy Officer, to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.
- B. If there is an alleged collection, use, disclosure, or access violation, the Agency may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:
- i. provision to the City of information related to security controls and processes, such as third-party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;
 - ii. verbal interviews of individuals with knowledge of Contractor's security controls and processes or the unauthorized collection, use, disclosure, or access;
 - iii. an evaluation or audit by the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access;
 - iv. an evaluation or audit by Contractor of its security controls and processes and the unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,
 - v. an independent evaluation or audit to be provided to the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access.

- C. If the Agency Privacy Officer or the Chief Privacy Officer determine that an unauthorized collection, use, disclosure, or access requires notification to individuals pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23- 1203, then the Agency Privacy Officer will inform Contractor whether the Agency or the Contractor will issue the notification. If the Agency Privacy Officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the Agency Privacy Officer's instructions as to form, content, scope, and recipients.
- D. Monies and Set-off.
- i. Contractor will pay for services deemed necessary by the Agency Privacy Officer to address the collection, use, disclosure, or access to Identifying Information in violation of this Rider. Services may include: (a) notifications; (b) credit monitoring services; (c) payment of any fines or disallowances imposed by the State or federal government related to the violative collection, use, disclosure, or access; (d) other actions mandated by any law, administrative or judicial order, Agency Privacy Officer, or the Chief Privacy Officer.
 - ii. At the Agency Privacy Officer's discretion, the Agency may pay for services deemed necessary to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider. If the Agency pays for any of these services, it may submit invoices to Contractor and Contractor will promptly reimburse the Agency.
 - iii. Should Contractor refuse to pay for services deemed necessary by the Agency Privacy Officer, then for the purpose of set-off in sufficient sums and without waiver of any other rights and remedies, the City may:
 - a. withhold further payments under this Agreement to cover the costs of notifications or other actions mandated by any law, administrative or judicial order, or the Chief Privacy Officer, including any related fines or disallowances imposed by the State or federal government; and,
 - b. withhold further payments to cover the costs of credit monitoring services by a national credit reporting agency and any other commercially reasonable preventive measure.
- E. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by the Agency.

9. Retention.

Contractor will retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the Agency Privacy Officer.

10. Destruction of Identifying Information.

If the Agency instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain the Identifying Information in accordance with this Rider.

11. Reporting and Coordination with Agency Privacy Officer.

- A. Contractor will provide the Agency with reports as requested by the Agency Privacy Officer or Chief Privacy Officer regarding Contractor's collection, use, retention, disclosure of, and access to Identifying Information including: (i) the types of Identifying Information collected, retained, disclosed, or accessed; (ii) the types of collections and disclosures classified as "routine" and any collections or disclosures approved by the Agency Privacy Officer or Chief Privacy Officer; and (iii) any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer.
- B. The Agency may assign powers and duties of the Agency Privacy Officer to Contractor for purposes of this Agreement. In such event, Contractor will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions of the Agency Privacy Officer and Chief Privacy Officer concerning coordination and reporting.

12. Subcontracts.

- A. Contractor will include this Rider in all subcontracts to provide services in connection with this Agreement.
- B. Contractor will be responsible to the Agency for compliance with this Rider by its subcontractors in connection with this Agreement.

13. Conflicts with Provisions Governing Records, Reports, and Investigations.

To the extent allowed by law, the provisions of this Rider will control if there is a conflict between any of the provisions of this Rider and, as applicable, Article 5 of Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services); if Article 5 of Appendix A does not apply, the Investigations Clause, and other provisions concerning records retention and reports designated elsewhere in this Agreement.

14. Construction.

Notwithstanding any contrary provision in this Agreement, to the extent allowed by law, the more restrictive provision concerning collection, use, disclosure of, or access to Identifying Information will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.

EXHIBIT D

[To Be Used For Subcontracts that Exceed \$20,000]

**NEW YORK CITY DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT (“Agency”) CUNY SUBCONTRACTOR
APPROVAL FORM**

In connection with receiving New York City, New York State, or Federal funds through Agency, The City University of New York (“CUNY”) and/or CUNY Research Foundation (“RF”) intend to use the services of the vendor/consultant named below (“Subcontractor”) to assist CUNY in the performance of its obligations under its Interagency Agreement with Agency (“Agreement”). CUNY represents that its agreement with the Subcontractor will be in a form that complies with all material terms and conditions of the Agreement and will include any attachments or riders required by Agency and the source of funding. CUNY further represents that upon Agency’s approval of its proposed Subcontractor as evidenced by Agency signature below, CUNY or the RF will conduct all required reviews of the Subcontractor to ensure that the Subcontractor has the requisite responsibility and business integrity to receive public funding. Agency Approval is subject to CUNY and/or the RF’s compliance with all applicable procurement requirements with respect to selection and review of Subcontractor.

Name of Prime Contractor:

EIN: _____

Pin: _____

Name of Sub-Contractor:

EIN: _____

Sub-Contract Term: _____

Sub-Contract Amount: \$ _____

APPROVED BY:

AGENCY PROGRAM UNIT

Program Manager:

(Print Name)

(Signature)

(Date)

Telephone: _____