**SECOND MODIFICATION OF**
**INTERAGENCY AGREEMENT**

**-between-**

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

**-and-**

**THE CITY UNIVERSITY OF NEW YORK**

**-on behalf of-**

**HOSTOS COMMUNITY COLLEGE**

**-for-**

**CAREER DEVELOPMENT CONNECT PARTICIPANT TRAININGS**

**(July 1, 2022 - June 30, 2024)**

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This **SECOND MODIFICATION** ("Second Modification") effective July 1, 2023, is between the City of New York ("City"), acting through its Department of Youth and Community Development ("DYCD") and The City University of New York ("CUNY"), acting on behalf of Hostos Community College ("Hostos") (each a "Party," andcollectively, the "Parties").

**WITNESSETH:**

**WHEREAS,** DYCD administers the City's Train and Earn (formerly known as Out-of-School Youth or "OSY") workforce development programs by contracting with qualified organizations that provide work readiness skills to eligible OSY participants ("Participants") in accordance with the Workforce Innovation and Opportunity Act ("WIOA"); and

**WHEREAS,** the Parties entered into an Interagency Agreement (the "Agreement") to provide the Patient Care Technician Training Program for the term commencing on January 1, 2019 and expiring on December 31, 2019; and

**WHEREAS,** the Parties renewed the Agreement pursuant to Article 1(B) of the Agreement for the period beginning January 1, 2020, and expiring on June 30, 2021 ("First Renewal Term") and modified the Agreement pursuant to Article 4(B) to provide the Medical Administrative Assistant Training Program to eligible Participants; and

**WHEREAS,** the Parties renewed the Agreement pursuant to Article 1(B) of the Agreement for the period of July 1, 2022, through June 30, 2024, ("Second Renewal"), and modified Article 1(B) of the Agreement pursuant to Article 4(B) of the Agreement to amend the duration of the renewal

period from eighteen (18) months to twenty-four (24) months; and

**WHEREAS**, the Parties now wish to amend the Agreement, as renewed and previously modified, to reduce the total amount of the Agreement to reflect the fact that Hostos was not required by DYCD to provide, and did not provide the Medical Administrative Assistant component of the Trainings.

**NOW, THEREFORE**, the Parties have agreed and do agree as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.

2. Article 2(E) of the Agreement, which was added to the Agreement through the Second Renewal, is hereby deleted in its entirety and replaced with the following:

   "E. During the Second Renewal Term, Hostos shall be responsible for providing one Training Program – Patient Care Technician – with related services, as set forth in the Second Renewal Scope of Work, attached hereto and incorporated herein as Exhibit A-3, and any modifications thereto as mutually agreed upon by the Parties in writing."

3. Article 3(A), subsection 3, of the Agreement, which was added to the Agreement through the Second Renewal, is hereby deleted in its entirety and replaced with the following:

   "DYCD shall compensate CUNY on behalf of Hostos, in accordance with Article 3(A)a maximum amount not to exceed Two Hundred Twenty-Three Thousand, Nine Hundred Fifty-One Dollars ($223,951) for Services performed during the Second Renewal Term as follows:

   a. For Services performed from July 1, 2022 through June 30, 2023, an amount not to exceed $91,186.
   b. For Services performed from July 1, 2023 through June 30, 2024, an amount not to exceed $132,765."

4. Exhibit A-3 Second Renewal Scope of Work is hereby amended to exclude the Medical Administrative Assistant Training Program from the Services, specifically deleting the Medical Administrative Assistant line items from Sections I.B, I.C, I.D, and I.E, and from the first bullet point in the "Overview" Section of the Second Renewal Scope of Work.

5. Exhibit B-3 Second Renewal Training Program Budget is hereby deleted and replaced with the revised Exhibit B-3 attached hereto and made a part hereof.

6. Except as expressly amended by this Second Modification, the terms and conditions of the Agreement, as previously renewed and amended, remain unchanged and in full force and effect.

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

**IN WITNESS WHEREOF,** the Parties have duly executed this Second Modification effective as of thedate first above written.

**THE CITY UNIVERSITY OF NEW YORK on behalf of HOSTOS COMMUNITY COLLEGE**

Date

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

Angelina Martinez-Rubio
Acting General Counsel

12-12-23

Date

Approved As To Form
The City University of New York
Office of the General Counsel
Date: 12/15/23

**EXHIBIT B-3**

**REVISED SECOND RENEWAL TERM TRAINING PROGRAM BUDGET**

**(ATTACHED)**

Exhibit B-3

| Object Code | Description | Paid FY23 | Available Balance | FY24 Request |
|---|---|---|---|---|
| 5400 | Project Director | $ - | $ 10,916.00 | $ 10,916.00 |
| 5402 | Co-Ordinator # 2 | $ 5,796.35 | $ 5,906.78 | $ 5,906.78 |
| 5436 | Job Developer | $ 4,230.76 | $ 11,512.72 | $ 11,512.72 |
| 5439 | Case Manager | $ 9,342.41 | $ 18,932.58 | $ 18,932.58 |
| 5800 | Rel. Time Salary - Faculty & Staff | $ - | $ 5,937.00 | $ 5,937.00 |
| | ***SubTotal Salary*** | **$ 19,369.52** | **$ 53,205.08** | **$ 53,205.08** |
| 5920 | F/B Expense Full Time @ 35.0% | $ 5,773.23 | $ 20,722.11 | $ 20,722.11 |
| 5940 | F/B Expense Part Time B @ 8.0% | $ 65.14 | $ - | $ - |
| 5999 | MTA Payroll Tax | $ 85.70 | $ (86.70) | $ (86.70) |
| | ***SubTotal Fringe Bnft and Payroll Costs*** | ***$ 5,924.07*** | ***$ 20,635.41*** | **$ 20,635.41** |
| | ***Total Personnel Cost*** | **$ 25,293.59** | **$ 73,840.49** | **$ 73,840.49** |
| 6200 | Office Supplies General | $ 142.99 | $ 857.01 | $ 857.01 |
| 6210 | Instructional Supplies | $ 1,821.43 | $ 1,418.57 | $ 1,418.57 |
| 6230 | Training Supplies | $ - | $ 1,800.00 | $ 1,800.00 |
| 6240 | Textbooks | $ 1,182.60 | $ 14,891.40 | $ 6,989.00 |
| 7020 | Subject Fees | $ - | $ 3,564.00 | $ 297.00 |
| 7310 | Student Services | $ - | $ 12,000.00 | $ 7,500.00 |
| 7311 | Professional Certification Fees | $ - | $ 17,732.00 | $ 14,219.00 |
| 7830 | Tuition & Fees | $ 41,220.00 | $ 42,462.00 | |
| | ***Total OTPS*** | **$ 44,367.02** | **$ 94,724.98** | **$ 33,080.58** |
| | ***Total Direct Cost*** | $ 69,660.61 | $ 168,565.47 | $ 106,921.07 |
| 9000 | Facilities & Administrative Costs | $ 23,640.84 | $ 10,470.16 | $ 25,844.17 |
| | ***Total F&A Cost*** | **$ 23,640.84** | **$ 10,470.16** | **$ 25,844.17** |
| | **Total** | **$ 91,186.07** | **$ 179,035.63** | **$ 132,765.24** |