# MODIFICATION AND SECOND RENEWAL OF THE INTERAGENCY AGREEMENT

**between**

**THE CITY OF NEW YORK 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 MODIFICATION AND SECOND RENEWAL** of the **INTERAGENCY AGREEMENT**, effective July 1, 2022 (the "Second Renewal"), is made by and between the City of New York (the "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") (collectively, the "Parties" and each a "Party").

**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**, DYCD and CUNY agreed to implement a series of training programs for Participants in the OSY Service Option 1 Career Development Connect Program; and

**WHEREAS**, CUNY, through Hostos, entered into an 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**, due to the New York State Governor's Executive Order 202, *et. seq.*, declaring a disaster emergency for the State of New York due to the novel coronavirus, COVID-19, the Parties agreed that Hostos would not provide either of the training programs for the period of April 1, 2020, through December 14, 2020; and

**WHEREAS**, as a result of the Department determining in its discretion to allow Hostos to provide training to Participants both in-person and remotely, effective December 15, 2020, the Parties modified the Agreement pursuant to Article 4(B) for Hostos to provide the Medical Administrative Assistant Training Program to eligible Participants, effective December 15, 2020, and extended the First Renewal Term of the Agreement in order to provide the Medical Administrative Assistant Training Program to Participants, for an additional year during the period of July 1, 2021 through June 30, 2022; and

**WHEREAS,** the Parties wish to modify 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 wish to renew the Agreement pursuant to Article 1(B) of the Agreement for the period of July 1, 2022, through June 30, 2024 ("Second Renewal Term"); and

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the above-named Parties agree to be bound as follows:

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

2. Pursuant to Article 4(B) of the Agreement, the Parties hereby exercise their right to modify the Agreement, effective July 1, 2022. The renewal period of the Agreement shall be modified from eighteen (18) months to twenty-four (24) months. This modification is accomplished by deleting Article 1(B) in its entirety and replacing it with:

   "B. The Parties may, by mutual consent and in writing, agree to renew this Agreement for up to twenty-four (24) months or a portion thereof, subject to the availability of funds."

3. Pursuant to Article 1(B) of the Agreement, the Parties agree to renew this Agreement for twenty-four (24) months, for the period starting July 1, 2022 and expiring on June 30, 2024 ("Second Renewal Term"), unless sooner terminated pursuant to Article 4 of the Agreement.

4. Article 2 of the Agreement is amended by adding the following subsection:

   "E. During the Second Renewal Term, Hostos shall be responsible for providing two Training Programs, Medical Administrative Assistant and Patient Care Technician, with related services, as set forth in 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."

5. The budgets for Fiscal Years 2023 and 2024 shall be added to the Agreement. Article 3(A) of the Agreement, Total Payment for Services, is hereby modified by adding a new subsection:
   "3. DYCD shall compensate CUNY on behalf of Hostos, in accordance with Article 3(A) a maximum amount not to exceed Two Hundred and Seventy Thousand Six Hundred and Sixty Five dollars ($270,665) 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 $236,194.
      b. For Services performed from July 1, 2023 through June 30, 2024, an amount not to exceed $34,471."

6. Exhibit A-3, Second Renewal Scope of Work, is hereby appended to the end of Exhibit A-2, and shall supersede Exhibits A, A-1, and A-2 for the Second Renewal Term.

7. Exhibit B-3, Second Renewal Training Program Budget, is hereby appended to the end of Exhibit B-2, and shall supersede Exhibits B, B-1, and B-2 for the Second Renewal Term.

8. The following appendices attached hereto are hereby made a part of this Agreement:

   a. Exhibit A-3: Second Renewal Scope of Work
   b. Exhibit B-3: Second Renewal Training Program Budget

9. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect and are specifically incorporated by reference herein.

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

**IN WITNESS WHEREOF,** the Parties hereto have executed this Modification and Extension Agreement to be effective on the date first above written.

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

Authorized Signatory

Derek Davis

Name (Print)

General Counsel

Title (Print)

Date

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

Caroline Press
General Counsel

December 12, 2022

Date

73268849
CUNY DUNS Number

Approved as to Form
CUNY Office of the General Counsel
By: *Kyle Antonelli*
Date: 11/07/22

**LIST OF EXHIBITS**

Exhibit A-3: Second Renewal Term Scope of Work
Exhibit B-3: Second Renewal Term Training Program Budgets

**EXHIBIT A –3**
**PROGRAM YEAR (July 1, 2022 – June 30, 2024)**
**SECOND RENEWAL TERM SCOPE OF WORK**

## Overview

**Training Programs:** During the Term, Hostos Community College **("Hostos")** will support recruitment, assess potential students, and deliver and administer the following Training Program and related services to Participants referred by DYCD Train & Earn (formerly OSY) Career Development Connect providers. Hostos shall not use monies received through this Agreement to fund Training Programs that were planned or existed prior to the effective date of the Agreement. Hostos will ensure that it has the requisite state or other governmental and necessary approvals prior to the start of the Training Programs.

Hostos will provide the following Training Program(s):

- Medical Administrative Assistant
- Patient Care Technician

DYCD shall have the right to provide final approval of training programs.

Depending on DYCD Train & Earn Career Development Connect Participant interest, adjustments or changes to the training program including but not limited to increasing or decreasing the number of students to be served may be made. Each Training Program Cohort shall be limited to Participants referred by the DYCD Train & Earn Career Development Connect providers.

## I. TRAINING AND TRAINING ADMINISTRATION

### A. Hostos Activities

Hostos agrees to oversee all components of the Training Program set forth in this Agreement, including but not limited to assisting DYCD Train & Earn Career Development Connect providers with Participant recruitment and screening, pre-Training Program services, performance management, and data collection and tracking for the Training Program described in this **Exhibit A-3**. Hostos will work to ensure that Participants are placed in jobs in the area of training at the successful conclusion of training and examination services as set forth in Part II Outcomes, Section B.

### 1. Fiscal Oversight

a) **Research Foundation** (**"RF"**), CUNY's fiscal representative, will be responsible for all fiscal exchanges with DYCD including monthly billing, managing cost-reimbursement payments, and dispensing funds to Hostos, among other duties.

### 2. Hostos Program Liaison

a) Hostos will designate a Program Liaison who will act as the primary point of contact for this Training Program and collaborate with DYCD and Providers on all aspects of the program, including recruitment, Participant selection, training delivery, Participant progress, and post-training outcomes. Key responsibilities include but are not limited to:

- develop relationships with Participants from the beginning of the Training Program process;
- tracking Participant progress through recruitment, assessment, training, and post-training placement;
- tracking attendance daily and conducting same-day outreach to both absent Participants and their Providers;
- facilitating bi-weekly meetings with relevant Provider staff to review Participant progress and attendance, and strategize about supporting student retention in the training program if needed;
- meeting regularly with Participants to engage in problem-solving if needed,
- elevating any incidents involving Train & Earn Participants within 24 hours of its occurrence.

**3. Recruitment and Referral Activities**

a) Hostos staff will assist with recruitment of potential Participants by participating in activities that could include but are not limited to: hosting campus tours, visiting Provider sites to give overview presentations to potential Participants, and attending Provider meetings or similar events, either in person or virtual, to give Training Program overviews. DYCD will work closely with Hostos and Providers to maximize attendance at all recruitment events and schedule activities at times and on dates suitable to Hostos.

**4. Pre-Training Activities**

a) Pre-Training Activities will include the following:
   - Initial Screening and Referral,
   - Assessment and Intake, and
   - Orientation and/or Vestibule.

b) Once a Participant is referred to CUNY, Hostos will deliver Assessment and Intake activities designed to identify the most qualified applicants, screen out ineligible applicants, and maximize overall Training Program outcomes by: selecting the applicants that are most likely to complete the Training Program and finding applicants who will obtain Training Program-related employment. Tools and methodology must include but are not limited to a written application and interview to determine applicants' understanding of training and job requirements, short- and long-term occupational goals, and ability to commit to the Training Program and outside study.

c) Hostos must submit an assessment plan and materials to DYCD at least two (2) weeks prior to the planned start of Assessment and Intake activities. DYCD must approve the plan and materials before Assessment and Intake activities begin.

d) Following Assessment and Intake, an Orientation and/or Vestibule will be conducted to ensure applicants understand the requirements of the Training Program, the responsibilities of the job, and potential career path, in detail. An Orientation and/or Vestibule outline must be shared with DYCD five (5) days prior to the start of any Orientation and/or Vestibule activities.

e) Only those Participants who receive all Pre-Training Activities to the satisfaction of Hostos are to be enrolled in the Training Program. At the conclusion of each assessment and orientation period, Hostos will communicate to each accepted student's Train & Earn Career Development Connect Provider any identified supportive service needs for that student and together Hostos and Providers will agree on an individualized supportive services action plan.

**5. Training Activities**

a) Hostos will provide a course outline including topics of instruction, number of instructional days and hours per day, dates of tests and quizzes, and other relevant training activities.
b) Hostos will deliver the didactic and internship instruction detailed in Section C below that will prepare Participants to attain the credentials detailed in Section E below. In addition, Hostos will provide the following as needed to ensure Participant success in the Training Program:
   - Academic and Skills Remediation - Any Participant with a failing grade for any major test instrument or who has a failing grade point average will be assisted through tutoring, exercises, provision of test prep materials, and other instructional resources. Participants who self-identify as requiring assistance shall also be remediated.
   - Education Support - Participants demonstrating challenges will be assisted on topics such as setting goals, time management, test anxiety, study strategies, test-taking strategies, and other appropriate topics.
   - Job Readiness - The Hostos Program Liaison will alert DYCD and Providers of Participant needs related to job readiness and job placement assistance so that Providers can provide appropriate support to Participants and Hostos staff. Hostos staff will cover work readiness topics specific to the job being trained for.

**6. Data Collection and Reporting.**

a) Hostos must utilize a sign in sheet for each day of instruction and internship (if applicable) attendance that includes the date, students' name, the name of their Train & Earn Provider, and signature.
b) Hostos will provide attendance information on a daily basis while the training program is running to DYCD and relevant Provider staff.
c) Hostos will provide a written Participant update for each Participant on a weekly basis to DYCD and relevant Provider staff.
d) Hostos will create and maintain a student file for each student containing intake and assessment documents, written classwork, quizzes, tests, copies of certificates earned, updated resumes, job referrals, and documentation of placement.

**7. Substitution Policy.**

If any Participant drops out of a Training Cohort before the first fifteen percent (15%) of course hours have passed, the Colleges may accept a qualified replacement Participant for that Training Program. Any other substitutions require approval by DYCD.

**B. Training Program Sizes and Locations**

During the Term, Hostos will be responsible for providing the following Training Programs, number of cohorts, and students per cohort and overall. The minimum number of students in each cohort is approximately 75% of the maximum cohort size.

| Training Name | # cohorts | Minimum/maximum # students per cohort | Minimum/maximum total students | Location |
|---|---|---|---|---|
| Medical Administrative | 1 | 15/18 | 15/18 | Hostos Community College, South |

| | | | | |
|---|---|---|---|---|
| Assistant | | | | Bronx or virtual instruction |
| Patient Care Technician | 1 | 15/18 | 15/18 | Hostos Community College, South Bronx or virtual instruction |

**C. Training Lengths**

Hostos will provide the number of hours of instruction, including classroom hours and internship hours, as per the table below and based on certification and employer requirements:

| Training Name | Classroom hours | Internship hours | # weeks |
|---|---|---|---|
| Medical Administrative Assistant | 130 | n/a | 12 weeks |
| Patient Care Technician | 210 | 30 clinical hours | 14 weeks |

**D. Eligibility.**

Hostos will be responsible for screening potential participants referred to them by Train & Earn Career Development Connect Providers, based on screening guidelines developed and approved by Hostos and DYCD. Interested candidates will be required to meet the following minimum eligibility requirement(s) in order to enroll in the Training Program:

| Training Name | Minimum age | Minimum education | Minimum TABE | Other |
|---|---|---|---|---|
| Medical Administrative Assistant | 18 years | HSE/HSD | 9th grade reading and math | Info session/interview; customer service experience |
| Patient Care Technician | 18 years | HSE/HSD | 9th grade reading and math | Info session/interview; customer service experience |

**E. Certification and College Credits.**

In addition to providing a certificate of completion to each Participant who successfully completes the Training Program, Hostos will coordinate the registration and testing for professional occupational credentials awarded by industry organizations and the awarding of college credits, if applicable, as per the following:

| Training Name | CUNY Certificate, Professional Certificate(s), College Credits |
|---|---|
| Medical Administrative Assistant | National Healthcareer Association (NHA) Certified Medical Administrative Assistant (CMAA) |
| Patient Care Technician | New York State Certified Nursing Assistant Certification (CNA)<br>National Healthcareer Association (NHA) Patient Care Technician (PCT) |

**II. OUTCOMES**

**A. Training Completion.**

Hostos will endeavor to obtain a Training Completion Rate (defined as the number of Participants who complete the Training Program divided by the number of Participants who enrolled in that Training Program) of at least seventy-five percent (75%). Training Completion is further defined as:

- Completing no less than eighty-five percent (85%) of course hours, including internship hours if applicable;
- Receiving at least one the certification or industry recognized credentials outlined above in Section 1, paragraph E;
- Having a complete, updated professional resume (paper and electronic), portfolio if applicable, cover letters, and any other necessary documents needed for job search activities; and
- Reporting training completion outcomes to CUNY Central within thirty (30) days of the end of the training program to capture final certifications.

**B. Employment.**

1) Hostos will endeavor that at least seventy-five percent (75%) of Participants that complete each Training Program are placed in a job within ninety (90) days of training completion.

**C. Outcome Data Submission**

1) Hostos will provide to DYCD information regarding the number of students that complete training, the number of students that sit for certification exams, copies of certifications awarded to students, and the number of students placed in training-related jobs by Hostos. Evidence of Training Completions and Employment must be submitted to DYCD's Program Manager and Program Director using documents including but not limited to paystubs, training-related certificates, Participant sign-in sheets and proof of postsecondary school enrollment. Hostos must keep such records on hand for up to six (6) years as they are subject to audit by DYCD and its funders.

**III. DYCD RESPONSIBILITIES**

**A. DYCD Staff** - DYCD will designate a Program Director and a Program Manager whose duties will include collaborating with the Hostos Program Liaison and any other Hostos staff to achieve Program goals and milestones and managing relationships with Train & Earn Career Development Connect providers.

**B. DYCD Activities** – DYCD will perform and/or monitor the following activities to support Hostos and Train & Earn providers in achieving successful outcomes:

1) DYCD will ensure that appropriate Provider staff attend bi-weekly case management meetings at Hostos. These meetings should include but are not limited to updates on Participant progress, identified support service needs, individual Participant meetings with Provider and Hostos staff to work through any issues that arise and potential solutions, classroom observations, and facility tours;
2) Through regular check-ins with Hostos' Program Liaison, provide consistent and clear communication of overall strategy, ensuring that Hostos is aware of roles, responsibilities, and timelines;

3) Work closely with Providers and Hostos on recruitment and program planning so that programs operate in accordance with the mutually established schedule;
4) Ensure daily communication with Providers regarding Participant attendance and progress as needed;
5) Collaborate with Hostos on effective methods to incorporate job readiness within training program(s) as needed;
    a. Supply food vouchers and Metrocards for each day of in-person training and internship as per the course outline supplied by Hostos and contingent on the availability of funds.

Exhibit B-3

| | DYCD Train & Earn MAA and PCT Proposal | | 9/01/2022 through 12/31/2023 | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | FY23 - 10 months | | | FY24 - 3 months | | | Total |
| | Description | Rate | | Months | Alloc | Amt | Months | Alloc | Amt | |
| 5800 | Allied Health Coordinator | $ 71,242 | | 10.0 | 10% | $ 5,937 | 0.0 | 0% | $ - | $ 5,937 |
| 5400 | Development & Oversight of program at Hostos and with outside partners -Exec Dir CE&WD | $ 130,667 | | 10.0 | 7% | $ 8,583 | 3.0 | 7% | $ 2,333 | $ 10,916 |
| 5402 | Coordinator | $ 78,300 | | 10.0 | 15% | $ 9,788 | 3.0 | 10% | $ 1,958 | $ 11,746 |
| 5439 | Case Manager | $ 52,200 | | 10.0 | 50% | $ 21,750 | 3.0 | 50% | $ 6,525 | $ 28,275 |
| 5445 | Social Worker | $ 80,308 | | inkind | | | inkind | | | $ - |
| 5436 | Career/Job Development Specialist - PTB | $ 55,000 | | 3.0 | 50% | $ 6,875 | 3.0 | 50% | $ 6,875 | $ 13,750 |
| | | | | | | $ 52,933 | | | $ 17,691 | $ 70,624 |
| | **Fringe** | **Rate** | | | | | | | | |
| | Fringe @ 51.7% - Release Time | 51.7% | | | | | | | | |
| | Fringe @ 38% (full-time) | 38.0% | | | | $ 20,115 | | | $ 6,723 | $ 26,838 |
| | MTA Tax @ 0.34% | 0.34% | | | | | | | | |
| | **Subtotal** | | | | | $ 20,115 | | | $ 6,723 | $ 26,838 |
| | **Personnel Total** | | | | | **$ 73,048** | | | **$ 24,414** | **$ 97,462** |
| | **II. OTPS** | **Value** | **Quantity** | | | | | | | |
| 6200 | Office Supplies | | | | | $ 750 | | | $ 250 | $ 1,000 |
| 8030 | Advertising - 3 ads per course | $ 700 | 0 | | | $ - | | | | $ - |
| 7401 | Food during Vestibule/Intro - remote only | $ - | 75 | | | $ - | | | | $ - |
| | PCT Costs: | | | | | | | | | |
| 7830 | Tuition | $ 2,649 | 18 | | | $ 47,682 | | | | $ 47,682 |
| 6210 | Uniforms / Shoes / Watches | $ 180 | 18 | | | $ 3,240 | | | | $ 3,240 |
| 6240 | Textbooks / Study Guides | $ 454 | 18 | | | $ 8,172 | | | | $ 8,172 |
| 6230 | Medical Supplies | $ 100 | 18 | | | $ 1,800 | | | | $ 1,800 |
| 6900 | Metrocards - weeklies x 10 weeks | $ 33 | 0 | | | $ - | | | | $ - |
| 7311 | Certification Exams (includes 45% retake) | $ 506 | 18 | | | $ 13,207 | | 2 | $ 1,012 | $ 14,219 |
| 7020 | CPR Instruction + Exam Fee | $ 99 | 18 | | | $ 1,782 | | | | $ 1,782 |
| 7310 | Test Prep / Review | $ 75 | 100 Hours | | | $ 7,500 | | | | $ 7,500 |
| | | | | | | | | | | $ - |
| | MAA Costs: | | | | | | | | | $ - |
| 7830 | Tuition | $ 2,000 | 18 | | | $ 36,000 | | | | $ 36,000 |
| 6240 | Textbooks / Study Guides | $ 439 | 18 | | | $ 7,902 | | | | $ 7,902 |
| 6910 | Metrocards - weeklies x 10 weeks | $ 33 | | | | $ - | | | | $ - |
| 7311 | Certification Exams (includes 45% retake) | $ 125 | 18 | | | $ 3,263 | | 2 | $ 250 | $ 3,513 |
| 7020 | CPR Instruction + Exam Fee | $ 99 | 18 | | | $ 1,782 | | | | $ 1,782 |
| 7310 | Test Prep / Review | $ 75 | 60 Hours | | | $ 4,500 | | | | $ 4,500 |
| | **OTPS Total** | | | | | **$ 137,579** | | | **$ 1,512** | **$ 139,091** |
| | Total Costs before Indirect | | | | | $ 210,627 | | | $ 25,926 | $ 236,553 |
| | Indirect - % of PS Only Costs | | 35.00% | | | $ 25,567 | | | $ 8,545 | $ 34,112 |
| | **Total Cost** | | | | | **$ 236,194** | | | **$ 34,471** | **$ 270,665** |