# THIRD MODIFICATION 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 **THIRD MODIFICATION** ("Third Modification"), effective July 1, 2022, 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," and collectively, 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 Train and Earn participants ("Participants"), in accordance with the Workforce Innovation and Opportunity Act ("WIOA"); and

**WHEREAS**, the Parties entered into an interagency agreement ("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 then modified the Agreement to extend the First

Renewal Term of the Agreement for an additional year during the period of July 1, 2021 through June 30, 2022; and

**WHEREAS**, the Parties renewed the Agreement pursuant to Article 1(B) 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 amended 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 Trainings; and

**WHEREAS**, the Parties now wish to amend the Agreement to modify the budget to accurately reflect the amount actually spent for Services performed during the period of July 1, 2022 through June 30, 2023; and

**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. The total amount compensated by DYCD to CUNY, on behalf of Hostos, under this Third Modification is modified to reflect the accurate budget, such that the amount compensated by DYCD to CUNY, on behalf of Hostos, for Services performed from July 1, 2022 through June 30, 2023, is not to exceed Seventy-Two Thousand Six Hundred Twenty Dollars ($72,620), and the total amount for Services performed during the Second Renewal Term shall not exceed Two Hundred Five Thousand, Three Hundred Eighty-Five Dollars ($205,385). This modification is accomplished by deleting Article 3(A), subsection 3 of the Agreement in its entirety and replacing it 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 Five Thousand, Three Hundred Eighty-Five Dollars ($205,385) 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 $72,620.
   b. For Services performed from July 1, 2023 through June 30, 2024, an amount not to exceed $132,765."

3. Exhibit B-3, Second Renewal Training Program Budget, revised under the Second Modification of the Agreement is hereby deleted and replaced with a revised Second Renewal Training Program Budget, attached hereto as Exhibit B-4 and made a part hereof.

4. Except as expressly amended by this Third Modification, the terms and conditions of the Agreement remain unchanged and in full force and effect.

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

**IN WITNESS WHEREOF,** the Parties hereto have executed this Third Modification to be effective as of July 1, 2022.

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

Authorized Signatory

Derek Davis
Name (Print)

General Counsel
Title (Print)

February 26, 2024
Date

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

Angelina Martinez Rubio
Acting General Counsel

3.12.24
Date

73268849
CUNY DUNS Number

APPROVED AS TO FORM

By: *Kyle Antonelli*

The City University of New York

Office of the General Counsel

Date: 2/22/24

# EXHIBIT B-4

## SECOND RENEWAL TRAINING PROGRAM BUDGET
## (Revised)

| Object Code | Description | Paid FY 23 | FY24 Request |
|---|---|---|---|
| 5400 | Project Director | $ 8,583.00 | |
| 5402 | Co-Ordinator # 2 | $ 9,788.00 | $ 34,023.50 |
| 5436 | Job Developer | $ 6,875.00 | $ 18,461.52 |
| 5439 | Case Manager | $ 21,750.00 | |
| 5800 | Rel. Time Salary - Faculty & Staff | $ 5,937.00 | $ 5,937.00 |
| | ***SubTotal Salary*** | **$ 52,933.00** | **$ 58,422.02** |
| 5920 | F/B Expense Full Time @ 35.0% | $ 20,115.00 | $ 18,369.76 |
| 5940 | F/B Expense Part Time B @ 8.0% | | $ - |
| 5950 | F/B Expense Released Time @ 50.40% | | $ 2,992.25 |
| 5999 | MTA Payroll Tax | | $ 350.53 |
| | ***Costs*** | ***$ 20,115.00*** | **$ 21,712.54** |
| | ***Total Personnel Cost*** | **$ 73,048.00** | **$ 80,134.56** |
| 6200 | Office Supplies General | $ 750.00 | |
| 6210 | Instructional Supplies | $ 3,240.00 | |
| 6230 | Training Supplies | $ 1,800.00 | $ 1,800.00 |
| 6240 | Textbooks | $ 16,074.00 | $ 4,031.09 |
| 7020 | Subject Fees | $ 3,564.00 | $ 297.00 |
| 7310 | Student Services | $ 12,000.00 | $ 7,500.00 |
| 7311 | Professional Certification Fees | $ 16,470.00 | $ 10,955.50 |
| 7830 | Tuition & Fees | $ 83,682.00 | |
| 8900 | Budget Adjustments/Transfers | $ (163,574.20) | |
| | ***Total OTPS*** | **$ (25,994.20)** | **$ 24,583.59** |
| | ***Total Direct Cost*** | $ 47,053.80 | $ 104,718.15 |
| 9000 | Facilities & Administrative Costs | $ 25,566.00 | $ 28,047.09 |
| | ***Total F&A Cost*** | **$ 25,566.00** | **$ 28,047.09** |
| | **Total** | **$ 72,619.80** | **$ 132,765.24** |
| | **Total Agreement Amount** | | **$205,385** |