Criminal Justice Investment Initiative

Request for Proposals for Family and Youth Development Programs
No. 002
Expires 08/19/2016
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I. Cover Sheet for Family and Youth Development Programs

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to seek proposals from applicants to expand the capacity of and/or implement family and youth development programs for populations at elevated risk of poor life outcomes, including eventual justice system involvement (see Section IV.C. Focus Neighborhoods and Populations to be Served). Families living in NYC (and indeed, elsewhere) face stressors that can have a negative effect on children and other family members, ranging from living conditions in their communities to disruptions within their families. Interventions which support family and youth development, including bonds within the family and their ability to cope with distressing circumstances, are both effective in preventing undesired life outcomes (e.g., school dropout, un- or underemployment, justice system involvement) and cost effective with regard to savings associated with the avoidance of these outcomes. Programs funded by CJII could serve families on the continuum from early to targeted prevention, with children prenatal and up to age 21. Programs should serve residents of Manhattan, with preference given to applicants serving residents from one or more of the following four focus neighborhoods (East Harlem, Central and West Harlem, Washington Heights, Lower East Side) of CJII.

B. Timeline and Submission Instructions

1. Release Date of RFP: June 23, 2016
2. Questions: Questions about this RFP may be submitted in writing at http://cuny-islg.fluidreview.com. Questions and requests for clarification must be submitted by Friday, July 8, 2016, at 11:59pm EST.
3. Answers to all questions will be available as an addendum to this RFP by 11:59pm on Monday, July 25, 2016. It will be the responsibility of applicants to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted here: http://cjiiorg/category/opportunities/.
5. Failure to submit a proposal by the due date and time may result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. Anticipated Contract Start Date: Late Fall 2016

C. Funding and Number of Awards

DANY anticipates total funding to be up to $13 million (to be spread across up to ten awards, with a maximum individual award of $500,000 per year, for up to 3.5 years). Implementation (Phase II) funding will be contingent upon approval of the program plan developed during the Planning Phase (I), if applicable.

D. Contact Information
Questions regarding RFP content should be submitted in writing at http://cuny-islg.
fluidreview.com. Questions regarding technical difficulties should be sent to cjii@islg.cuny.edu.
II. Key Terms

Criminal Justice Investment Initiative (CJII): CJII was established by the New York County District Attorney’s Office in 2014 to invest funds\(^1\) in impactful projects that will improve public safety and promote a fair and efficient justice system.

City University of New York (CUNY) Institute for State and Local Governance (ISLG): ISLG oversees CJII on behalf of DANY, manages and provides guidance to CJII contractors, and conducts oversight and performance measurement throughout the lifetime of the initiative.

New York County District Attorney’s Office (DANY): Manhattan District Attorney’s Office. The Criminal Justice Investment Initiative was established by DANY.

Evidence-based: Programs and practices that have undergone rigorous evaluation and show significant, positive impact, though not every aspect of the program has necessarily been successful.

Innovative: Programs and practices that have no rigorous or robust demonstration of effectiveness but are designed with current best practices in mind. Such approaches could include an altogether new program or significant adaptation of an evidence-based program to a new context or for a different client population.

Place-based: Place-based strategies acknowledge that conditions in a given neighborhood are shaped by unique resources, issues, and challenges; and as such, involve coordination among local actors and other stakeholders to improve the conditions within a neighborhood or community.\(^2\)

Promising: Programs and practices that have undergone limited evaluations (such as statistically controlled evaluations) suggesting effectiveness. Such approaches may also include replication of an evidence-based approach in a new context.

The Research Foundation of the City University of New York (RFCUNY, or Research Foundation): Under CJII, all funds will be awarded through the Research Foundation of CUNY. The Research Foundation is a not-for-profit educational corporation that provides CUNY and non-CUNY clients with the administrative infrastructure that supports sponsored program activities. The Research Foundation acts as CUNY’s fiscal agent and administers funds and signs certain contracts on behalf of ISLG, including those related to CJII.

Trauma: Trauma results from an event, series of events, or set of circumstances experienced by an individual or group as physically or emotionally harmful or life threatening, and has lasting adverse effects on functioning and mental, physical, social, emotional, or spiritual well-being.\(^3\)

Trauma-Informed: Organizations and practices that incorporate an understanding of the pervasiveness and impact of trauma and are designed to reduce re-traumatization, support healing and resiliency, and address the root causes of abuse and violence.\(^4\)
III. Summary of the Request for Proposals

A. Purpose of the RFP

The Manhattan District Attorney’s Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Up to $13 million of the CJII fund will be available to fund the Family and Youth Development Programs described in this RFP.

The City University of New York Institute for State and Local Governance (ISLG) is the technical assistance consultant to the Manhattan District Attorney’s Office for CJII. ISLG oversees CJII on behalf of the Manhattan District Attorney’s Office, including managing the solicitation and contracting process, managing and providing guidance to award recipients, and providing oversight and performance measurement throughout the lifetime of the initiative. Proposals will be submitted and funds awarded through the Research Foundation of CUNY (Research Foundation).

ISLG is seeking proposals from qualified applicants to expand the capacity of and/or implement family and youth development programs for populations at elevated risk of poor life outcomes, including eventual justice system involvement (see Section IV.C. Focus Neighborhoods and Populations to be Served). The proposed programs should serve families with children up to age 21 in Manhattan, with preference given to applicants serving residents from one or more of the following four focus neighborhoods: East Harlem, Central and West Harlem, Washington Heights, and Lower East Side. Eligible programs include those that are:

- evidence-based (i.e., robust demonstration of effectiveness);
- promising (i.e., limited or initial demonstration of effectiveness; or has been implemented with an evidence base in a different context); or
- innovative (i.e., no demonstration of effectiveness but designed with current best practices in mind).

Family dynamics have been found to influence numerous justice system outcomes, as well as outcomes in education, mental health, and other areas that influence justice system involvement. For instance, factors related to family structure, parental incarceration, intrafamily relationships, family violence, and parental supervision and discipline have been found to be associated with eventual justice system involvement. Early attempts to support healthy family development can prevent subsequent child and family risk factors, including academic problems, school dropout, antisocial behavior, and justice system involvement, and reduce recidivism. As such, investments in family and youth development programs contribute to the CJII goal of improving public safety and are situated within a broader approach to prevention (see CJII.org for solicitations and information on Youth Opportunity Hubs; Community Navigators; and additional investments to be released at a later date). These investments seek to expand capacity among existing, effective approaches and providers, as well as to develop new approaches for populations who are underserved or ineffectively served.

B. Anticipated Contract Specifications
DANY anticipates awarding up to ten contracts for the expansion or implementation of evidence-based, promising, or innovative family and youth development programs. The length of program funding will not exceed 3.5 years, beginning in fall 2016; the anticipated contract term will not exceed 5.5 years, and will include up to two additional years beyond the conclusion of funding for purposes of data sharing and evaluation. Funded applicants will be required to provide ongoing performance data (see Section III.D. Performance Measurement) to ISLG and a third-party evaluator. Funded applicants will be required to continue providing performance data for up to two additional years beyond the period of the program funding, as part of their contracts.

The Manhattan District Attorney’s Office and ISLG anticipate that any agreement entered into as a result of this RFP will be with the Research Foundation as the contracting party on behalf of ISLG. The contract template is attached as Appendix 5. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, ISLG reserves the right to have the Research Foundation enter into contract negotiations at a later date with other providers available to implement the program. Programs that receive funding through this RFP must be open to accepting referrals from NYC agencies, to be determined and finalized in the planning phase of program funding, for young adults who belong to the initiative’s populations to be served.

C. Anticipated Available Funding

The Manhattan District Attorney’s Office anticipates total funding for the program(s) to be up to $13 million (to be spread across up to ten awards, with a maximum individual award of $500,000 per year, for up to 3.5 years).

For applicants proposing to implement or expand the capacity of new/innovative or promising programs, funding will be divided into Planning (Phase I, $75,000 maximum), which will last up to six months, and may include (but not be limited to) hiring additional staff, finalizing program plans, and establishing referral streams from city agencies; and Implementation (Phase II, $500,000 maximum per year), which will last up to three years, and is intended to support full and consistent implementation of the program. Phase II (Implementation) funding will be contingent upon approval of the program plan developed during Phase I (Planning).

Applicants expanding existing, evidence-based programs will proceed directly into the Implementation Phase without a prior Planning Phase; such applicants are eligible for up to three years of Implementation funding ($500,000 maximum per year).

Applicants may submit and be funded for a maximum of two proposals. Applicants proposing multiple programs should submit one application but should speak to the different programs (see IV. Proposal Content and Format for further instructions).

D. Performance Measurements
The Manhattan District Attorney’s Office and ISLG are committed to measuring outcomes for all CJIII initiatives and disseminating that information so that others may learn from and build on those outcomes. At the discretion of ISLG, funded applicants will be required to coordinate regularly with a third-party evaluator contracted by ISLG to examine the effectiveness of the projects funded through this RFP. Performance measurement data will include both process/implementation data and outcome/impact measures and may be subject to change during the term of the contract. Applicants will work with ISLG and the third-party evaluator during the contracting process and throughout the term of the contract to determine appropriate metrics. (See Appendix 1 for more information about performance measurement.)

IV. Anticipated Scope of Services

A. Background

Extant research has consistently identified the family as integral to the functioning of children and their development into adulthood. Healthy family functioning, particularly via prosocial intrafamily relationships, parenting styles, and supportive family structures, can contribute to positive long-term outcomes, including lower rates of justice system involvement. For instance, parental knowledge of children’s whereabouts, active monitoring, and high expectations (e.g., of doing well in school) are associated with lower levels of delinquency. Conversely, parenting behaviors such as neglect, hostility, rejection, and the use of psychological control (e.g., withdrawal of love or fostering dependence), are associated with higher levels of delinquency. Children exposed to violence within the family also have higher rates of criminal offending later in life.

Family and youth development approaches can promote healthy family and youth development and well-being. Given the amount of time children spend with their parent(s)/caregiver(s) from birth through adolescence and the importance of healthy parent-child relationships to development, investing in family and child functioning can ultimately improve public safety by reducing the risk of school dropout, antisocial behavior, and justice system involvement.

New York City is home to numerous programs and strategies designed to support healthy family and youth development yet, for many, capacity and evidence of their effectiveness are limited. Additional programs are needed for specific focus populations, such as families affected by incarceration, as are independent evaluations of the numerous promising and innovative programs throughout the city. As such, this investment seeks to expand the capacity of evidence-based, promising, and innovative programs serving families with children up to age 21 who are at elevated risk of negative outcomes—such as families with limited financial resources and families experiencing distress (see Section IV.C. Focus Neighborhoods and Populations to be Served)—for both broad and targeted prevention. These programs could serve as temporary interventions or as long-term approaches to prevention. In addition, separate evaluations of promising and innovative approaches will be funded through this initiative.

B. Program Description
This request seeks proposals from applicants to expand the capacity of and/or implement family and youth development programs in Manhattan (i.e., located in and/or serve residents of Manhattan). Applicants may propose up to two programs in response to this RFP. Applicants proposing multiple programs should submit one proposal but should speak to each program when appropriate (see VI. Proposal Content and Format for further instructions). A single program may be designed to serve one or more of the aforementioned focus populations.

1. **Eligible Programs:** Applicants may decide to implement or expand an existing evidence-based, promising, or innovative family and youth development approach that addresses the needs of the populations to be served. Eligible programs include those with portable approaches (e.g., in-home support) as well as those within a defined physical location. Programs may include, but are not limited to:
   a. In-home family support
      i. Home visiting programs for new parents and other in-home services
   b. Family skills and parenting programs
      i. Behavioral parent/caregiver training programs
      ii. Parent/caregiver education programs
      iii. Family skills training
      iv. Family support programs
   c. Early childhood and family education programs
      i. Programs that include family members in addressing educational needs
   d. Family therapy
      i. Structural family therapy
      ii. Strategic family therapy
      iii. Functional family therapy
      iv. Multisystemic family therapy
   e. Family preservation programs
   f. Programs that meet the needs of specific focus populations (such as family communication, case management, and advocacy for families affected by incarceration)
   g. Other family-based approaches designed to prevent system involvement and other negative outcomes

Examples and descriptions of eligible programs are listed in Appendix 3.

2. **Eligible expenses:** A total of $13 million dollars over 3.5 years are available for up to ten programs, with maximum funding per program of $1.575 million, including any funding for Planning (Phase I). Funding may be used for costs of operating family and youth development programs and may include staff, materials, operations, and other program expenses necessary to meet families’ needs and accomplish the goals of CJII. Funds should not be used to supplant existing funding.

C. **Focus Neighborhoods and Populations to be Served**

This funding can be used to serve families with children and youth up to age 21. Programs should serve residents of Manhattan, with preference given to applicants serving residents from one or more of the following four focus neighborhoods: East Harlem, Central and West Harlem,
Washington Heights, and Lower East Side. This funding opportunity reflects DANY’s commitment to place-based initiatives, which seek to strengthen the capacity of neighborhoods and communities to respond to the issues facing their residents. Available data indicate particular need for investment in these four neighborhoods. For instance, indicators such as unemployment rates, youth educational outcomes, and use of preventive family services suggest greater relative need in these neighborhoods.14

Programs that focus on the following groups are of particular interest to DANY, given that they exhibit elevated risk of system involvement:

- Families with children who attend under-resourced schools, who experience academic difficulties or have learning disabilities, or who experience elevated rates of school discipline
- Families in high-stress neighborhoods (e.g., with high poverty, crime, incarceration, and school dropout rates; or with resource deprivation15)
- Families with members who have experienced trauma or traumatic events
- Families with limited education and/or financial resources
- Families affected by incarceration, specifically children with incarcerated or reentering parents, families/caregivers of children with incarcerated or reentering parents, and incarcerated or reentering parents themselves
- Families and young people who have utilized foster care services or are likely to intersect with the foster care system, and
- Families with persons in need of supervision (PINS).

Programs may focus on populations with one or more characteristics that elevate their risk of poor outcomes. Therefore, programs funded by CJII could serve families on the continuum from early to targeted prevention, including populations such as expectant mothers, families with young children, and/or parents of young adults (i.e., up to age 21) who have dropped out of school. Programs should aim to serve a minimum of 150 families annually. Programs that receive funding through this RFP must be open to accepting referrals from NYC agencies, to be determined and finalized in the Planning Phase, for children and youth in the initiative’s populations to be served. Other CJII investments are intended to complement this family and youth development approach (see CJII.org for solicitations and information on Youth Opportunity Hubs; Community Navigators; and additional investments to be released at a later date).

D. Goals and Objectives

The goals and objectives of the work solicited in this RFP will help achieve CJII’s broad goals of improving public safety and promoting a fair and efficient justice system.

The program(s) should seek to improve outcomes for populations at elevated risk of system involvement by implementing family and youth development programs. Programs should be or aim to be trauma-informed (programs that are not currently trauma-informed may be provided technical assistance) when appropriate for the populations to be served. Outcomes may include, but are not limited to:

- Healthier families, parents/caregivers, and children across NYC
  - Stronger parent-child relationships
- Improved parental/caregiver supervision
- Increased family engagement
- Improved child learning, development, and performance
- Improved social and emotional well-being
- Improved youth and parents’ prosocial behavior
- Reduced incidents of child abuse and neglect
- Higher parent literacy
- Improved parental health and participation in the workforce

• More supportive family contexts for specific focus populations (e.g., incarcerated or reentering parents):
  - Improved relationships between incarcerated or reentering parents and children
  - Lower justice system involvement for currently or previously incarcerated parents and their children, including reduced rates of intergenerational incarceration
  - Better reentry outcomes for incarcerated parents, including employment, housing, and health

Applicants should highlight how their proposals will achieve these and other goals and objectives (see Appendix 1 for more on Performance Monitoring).

V. Deliverables

The Contractor will be required to submit regular deliverables throughout the duration of the term of any contract awarded from this RFP. Please note that deliverables, frequency, and dates are subject to negotiation. See Appendix 2 for example deliverables.

VI. Proposal Content and Format

Applicants are required to structure their submission in multiple parts, listed below. Each lettered item (except item F. Proposal Formatting and Length Requirements) should be a separate document, which applicants will submit online via the CJII Application Portal.

Applicants may propose up to two programs in response to this RFP. Applicants proposing multiple programs should submit one proposal but should elaborate on the different programs when and where appropriate. Further instructions are included below for parts of the submission that should be modified if the applicant proposes multiple programs.

A. Cover Letter

For each proposed program, the cover letter should indicate the proposed family and youth development approach and populations to be served; whether the proposed program or approach is evidence-based, promising, or effective; whether it is a new program or an expansion of an existing program; the amount of and number of years of funding the applicant is seeking. The
letter should provide basic information (e.g., location, contact information) about the applicant and be signed and dated by an authorized representative of the applicant.

B. Program Narrative

Describe in detail how the applicant will provide the services set forth below. For proposals that include multiple programs, the Program Narrative should include a subsection for each program that specifically addresses the following:

1. Program Design: All applicants should discuss the elements below as they relate to the program for which they are seeking funding:
   a. Program activities: What risk factors is the program designed to address? What activities does the program entail (e.g., parent/caregiver education classes, structural family therapy sessions)? How will these activities contribute to improved outcomes? How do these activities expand beyond the provider’s existing services and which gaps do they address? Which gaps will remain unaddressed even if CJII funding is awarded?
   b. Program model, best practices, and evidence base: Has the program approach been evaluated and demonstrated to be effective? If not, describe the literature, theories, and/or evidence that suggest the program would be effective. Does the program employ trauma-informed approaches, if appropriate? If so, describe how they are integrated into the program model. If not, is the applicant willing to work with a TTA provider to adopt trauma-informed practices?
   c. Focus population, inclusion/exclusion criteria, and catchment area: What are the program-specific population(s) to be served, inclusion and exclusion criteria, and catchment area? Are there specific populations for which the program is designed (e.g., specific age, children with learning disabilities, families affected by incarceration)? DANY is open to funding programs that are tailored to specific subgroups, particularly those who experience disadvantage and for whom there may not be adequate access or availability in NYC. In addition, what specific neighborhood(s) in Manhattan will the proposed program serve? What are the boundaries of the catchment area, if any? Why was the proposed area chosen? How is the proposed intervention culturally appropriate or necessary for the proposed focus population and catchment area? How will parents, youth, and community members be involved in the design and refinement of the program?
   d. Outreach: How will the applicant conduct outreach to the population(s) to be served (including parents/caregivers and their children, when appropriate)? Do applicants have existing partnerships with city agencies and providers, including for referral purposes? How will the applicant identify and recruit participants who meet inclusion criteria? Applicants should speak to the extent to which their proposed services are culturally and linguistically appropriate for the population(s) to be served, which could include identifying elements of program design that allow for flexibility and tailoring of program approach based on clients’
backgrounds, and key staff members who have specific expertise to serve the population(s).

e. **Numbers served:** How many clients does the program plan to serve in each year of funding? Is the current size of the program reflective of capacity, demand, or both? Would the program be able to expand services beyond the scale proposed in the application, if the demand existed? If yes, how would the program propose to achieve this?

f. **Program dosage:** What is the proposed length of the program/intervention (e.g., number of sessions and over what length of time)? What is the duration and intensity of each session/visit (if applicable)? What constitutes program completion/exit?

g. **Planning and Implementation:** Detail the process through which the applicant intends to plan (if applicable) and implement a family and youth development program. Provide a timeline that outlines the major milestones of the Planning (for applicants proposing new/innovative or promising programs) and Implementation Phases and how they align with program goals. The timeline should also stipulate key staff responsible for each milestone and denote milestone completion by month or quarter. As indicated in Appendix 2: Deliverables, the applicant will produce a program plan at the conclusion of the Planning Phase (I) (if applicable), which is to be approved before release of funds for Implementation (Phase II).

2. **Performance Monitoring:** Applicants should describe their current ability to collect and manage data (see Appendix I for more information on performance monitoring). In addition, grantees implementing or expanding a promising or innovative program (as defined in Section II) will be required to coordinate regularly with a third-party evaluator contracted by ISLG to examine the effectiveness of their program or approach. All grantees will be required to provide ISLG and/or the independent evaluator with performance measurement data on a regular basis.

3. **Sustainability:** Applicants should consider sustainability in the design and implementation of the project and address steps they will take to increase the likelihood of sustainability following the end of grant funding. Applicants should discuss with as much specificity as possible the government agencies and other organizations they believe might fund the program(s) in the future to extend their overall impact.

The Program Narrative should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins. Pages should be paginated. Applicants may submit up to 15 pages of Program Narrative (addressing all of the items above) for each proposed program. (For example, if a submission includes proposals for two programs, each program-specific subsection of the Program Narrative can be 15 pages.)

C. **Organizational Capacity**

Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in Section IV. Applicants should also identify any area
(e.g., technical, managerial, financial; connecting with referral sources, developing partnerships) where capacity building assistance from ISLG or another entity could be helpful (e.g., developing operational plans; performance monitoring and/or evaluation design). Applicants are encouraged to request this assistance so as to improve the implementation of CJII; CJII funds may be made available to provide training and technical assistance, if necessary.

Applicants should specifically address or include the items listed below. Applicants proposing multiple programs should specify, as appropriate, when certain information presented is specific to a particular proposed program.

1. Number of clients that applicant has served for similar services in the previous calendar year.
2. Resources that the applicant would use to provide the services, including number of permanent full-time staff members, facilities, and technology (if applicable).
3. Description of any resource or referral directory (if applicable; e.g., of other providers in the neighborhood or city and to which clients are referred) maintained by the applicant and/or partner providers, current use, and staff resources needed to maintain the directory.
4. Description and evidence of community/neighborhood ties. Identify any partnerships with other service providers (e.g., community-based organizations, churches, schools) and describe the nature of the partnerships.
5. Whether or not the applicant proposes to use volunteers as part of program delivery and, if so, the anticipated number of volunteers per month and their purpose. Also, indicate the applicant’s number of current volunteers per month.
6. An explanation of how the proposed services/programs will fit into the applicant’s current or future operation, if the approach funded here represents only a portion of the applicant’s overall mission and services (e.g., a primarily youth-serving organization which proposes a new program inclusive of their families).
7. Attach letters of support/commitment from city agencies, consultants, subcontractors, and/or other funders, as appropriate.
8. Attach a copy of the applicant’s latest audit report or certified financial statement, or a statement as to why no report or statement is available.
9. Areas in which training and technical assistance may be needed (e.g., connecting with referral sources, record-keeping/data collection, trauma-informed approaches).

D. Experience

Describe the successful relevant experience of the applicant, each proposed subcontractor or consultant (if any), and the proposed key staff in providing the work described in Section IV. Applicants should specifically address or include the items listed below. Applicants proposing multiple programs should specify, as appropriate, when certain information presented is specific to a particular proposed program.

1. Explain how the applicant’s current and/or previous work is relevant, and how this knowledge and experience will be leveraged in the Planning (if applicable) and Implementation of the proposed project. Indicate the length of time the applicant has a) been in operation and b) provided services relevant to this RFP.
2. List the key program staff and the role(s) each will fill. What are the qualifications for
staff in each role? How are key staff supported? To what extent do staff have training and experience in working with individuals from the populations to be served? What additional training will key staff need to deliver the proposed program? Do staff have experience recognizing and responding to individuals with past traumatic experiences?

3. Attach resumes of the key staff who will be providing the work.

4. Attach a list of potential subcontractors (if applicable) and how they would contribute to the work outlined in the proposal.

E. Program Budget

Applicants should submit a budget for each proposed program included in their submission. For each budget, applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed program and overarching goals of the Family and Youth Development Programs investment. The budget should include a proposed breakdown of funds for Planning (Phase I), if applicable, and Implementation (Phase II).

For applicants proposing multiple programs, the program-specific budgets should be combined into one document, with each budget on a separate page or tab, for upload into the CJII Application Portal.

F. Program Budget Narrative

Applicants should submit a budget narrative for each proposed program included in their submission. In each narrative, applicants should describe funding needs on an annual basis over the length of the funding period (funding may vary by year). The Budget Narrative should link the proposed costs to the proposed program components and activities and outline any assumptions on which the budget is based.

For applicants proposing multiple programs, the program-specific budget narratives should be combined into one document, with subsections for each program, for upload into the CJII Application Portal.

G. Proposal Formatting and Length Requirements

Applicants should adhere to the following formatting requirements:

- All submissions should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins.
- Pages should be paginated.
- Length: For applicants proposing one program, the Program Narrative should not exceed 15 pages (double-spaced). For applicants proposing multiple programs, the Program Narrative should be divided into subsections for each proposed program; each of those subsections should be no more than 15 pages. There are no length restrictions on other sections of the submission.
Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating submitted proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

All proposals accepted by ISLG will be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined by ISLG to be non-responsive will be rejected. An evaluation team will evaluate and rate proposals based on the evaluation criteria described below. ISLG reserves the right to conduct site visits and/or interviews and/or to request that applicants make presentations and/or demonstrations, as they deem applicable and appropriate. Although discussions may be conducted with applicants submitting acceptable proposals, ISLG and DANY reserve the right to award contracts on the basis of initial proposals received, without discussions; therefore, the applicant’s initial proposal should contain its best technical and price terms. A formal background check to assess the technical capacity, financial capacity, and operational integrity will be performed on applicants and subcontractors selected to receive funding through this RFP. DANY will be responsible for making all final funding decisions.

DANY reserves the right to fund none, one, or multiple applicants, based on the proposals received in response to this RFP.

B. Evaluation Criteria

The following evaluation criteria will be used to identify the winning proposal(s):

- Quality of Program description – 50%
- Level of organizational capacity – 20%
- Prior relevant experience – 25%
- Budget narrative – 5%

C. Basis for Contract Award

Contract award(s) will be made to the applicant(s) whose proposal(s) are determined to be the most advantageous, taking into consideration the price and such other factors and criteria as are set forth in the RFP (see Section VII:B. Evaluation Criteria) and outlined above. Contract awards shall be subject to the timely completion of contract negotiations between the Research Foundation and the selected applicants. Implementation (Phase II) funding will be contingent upon approval of the program plans developed during the Planning Phase (I) (applies to new/innovative and promising programs only; see Section III.C).
VIII. Appendices

Appendix 1: Performance Measurement

The Manhattan District Attorney’s Office and ISLG are committed to measuring outcomes for all CJIII initiatives and disseminating that information so that others can learn from and build on those outcomes.

All selected applicants will be required to provide data on performance measurement to ISLG and/or the initiative’s third-party evaluator. Initial metrics will be finalized during the contracting process and may be subject to change during the grant term, after discussion among all parties, based on programmatic implementation concerns, availability of data, or research needs.

As part of the application, applicants should provide the following information:

1. Clearly articulated goal(s) that are broken down into objective(s) (see Exhibit 1 below);
2. Anticipated process, output, and outcome measures for each objective for each quarter; which may be refined via conversations with the program;
3. Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the program narrative); and
4. Challenges associated with data collection and reporting (e.g., lack of expertise or software) and the way the applicant plans to address them.

Applicants should use the format in Exhibit 1 to specify their plans for performance measurement, including how their project goals relate to outcomes. Sample information is included in Exhibit 1 only as an example.

Exhibit 1. Performance Measurement Plan

<table>
<thead>
<tr>
<th>Goal</th>
<th>Objective</th>
<th>Process Measure &amp; Target</th>
<th>Output Measure &amp; Target</th>
<th>Outcome Measure &amp; Target</th>
<th>Data Source(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goal #1: Improve family functioning among focus populations</td>
<td>1a) To improve parental supervision</td>
<td>1a) Q1: Percent of participants “very satisfied” with the program: 85%</td>
<td>1a) Q1: Average number of parents at each class: 25</td>
<td>1a) Q1: Percentage of parents with authoritative style of parenting: 45%</td>
<td>Program attendance records; surveys</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1a) Q2: Percent of participants “very satisfied” with the program: 90%</td>
<td>1a) Q2: Average number of parents at each class: 30</td>
<td>1a) Q2: Percentage of parents with authoritative style of parenting: 50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1a) Q3: Etc.</td>
<td>1a) Q3: Etc.</td>
<td>1a) Q3: Etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1a) Q4: Etc.</td>
<td>1a) Q4: Etc.</td>
<td>1a) Q4: Etc.</td>
<td></td>
</tr>
<tr>
<td>1b) To improve parent-child relationships</td>
<td></td>
<td>1b) Q1: Percent of participants “very satisfied” with the program: 85%</td>
<td>1b) Q1: Number of parenting classes offered per week: 2</td>
<td>1b) Q1: Percentage of parents who say their relationship with their child has “slightly</td>
<td>Program records; surveys</td>
</tr>
</tbody>
</table>
### Q2:
- **Percent of participants “very satisfied” with the program:** 90%
- **Number of parenting classes offered per week:** 2
- **Percentage of parents who say their relationship with their child has “slightly improved” or “greatly improved”:** 60%

### Q3:

<table>
<thead>
<tr>
<th>1b) Q2: Percent of participants “very satisfied” with the program: 90%</th>
<th>1b) Q2: Number of parenting classes offered per week: 2</th>
<th>1b) Q2: Percentage of parents who say their relationship with their child has “slightly improved” or “greatly improved”: 65%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1b) Q3: Etc.</td>
<td>1b) Q3: Etc.</td>
<td>1b) Q3: Etc.</td>
</tr>
<tr>
<td>1b) Q4: Etc.</td>
<td>1b) Q4: Etc.</td>
<td>1b) Q4: Etc.</td>
</tr>
</tbody>
</table>

### List goal #2

**Etc.**

*Note that applicants who lack capacity for performance monitoring and data collection may be offered assistance by CUNY ISLG to comply with this funding requirement.*
Appendix 2: Deliverables

Funded applicants will be required to submit regular deliverables to ISLG throughout the term (see Exhibit 2 for examples). Please note that deliverables, frequency, and dates are subject to negotiation.

Exhibit 2. Deliverables for Applicants

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Description</th>
<th>Frequency/Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Program Plan</td>
<td>Detailed plan for program roll-out based on research and planning undertaken during Phase I</td>
<td>Within 6 months of finalized contract</td>
</tr>
<tr>
<td>2</td>
<td>De-identified, client--level data</td>
<td>Client-level information such as:</td>
<td>Quarterly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Date enrolled in program</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Client demographics, such as race, gender and age</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Risk assessment outcome</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Services provided</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Length of participation in program</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Operational costs status report</td>
<td>Financial reports</td>
<td>Twice per year</td>
</tr>
<tr>
<td>4</td>
<td>Implementation report</td>
<td>Report on challenges to implementing and growing the program; status of solutions; outputs</td>
<td>Quarterly</td>
</tr>
<tr>
<td>5</td>
<td>Outcome data (for promising and innovative programs)</td>
<td>Data on various outcomes as requested by ISLG and/or external evaluator</td>
<td>Quarterly or twice per year</td>
</tr>
</tbody>
</table>
Appendix 3: Approaches to Family and Youth Development

Listed below are example, but not exhaustive, programs that could be funded under the *Family and Youth Development Programs* RFP. Applicants may propose additional types of programs provided that they: are relevant to this RFP; support CJII’s goal of improving public safety, as outlined in *Section III.A* and *IV.D*; are situated within a broader approach to prevention; and offer an evidence-based, promising, or innovative approach (also see *Section III.A*).

a. In-home Family Support
   i. Home visiting programs for new parents or other in-home services
b. Family skills and parenting programs
   i. Behavioral parent training programs
   ii. Parent education programs
   iii. Family Skills Training
   iv. Family support programs

c. Early childhood and family education programs
   i. Programs that address the role of parents in education or include parents as part of interventions to address children’s academic needs

d. Family therapy, including:
   i. Structural Family Therapy
   ii. Strategic Family Therapy
   iii. Functional Family Therapy
   iv. Multisystemic Family Therapy

e. Family preservation programs

f. Programs that meet the needs of specific focus populations
   i. e.g., families affected by incarceration

   - Family impact statements
   - Programs to improving child and family communication during incarceration and reentry
   - Advocacy
   - Child placement programs or policies
   - Case management and other family services throughout incarceration and reentry
   - Parental arrest policies
   - Sensitivity awareness
   - Mentoring programs for children with incarcerated or reentering parents

g. Other family-based approaches designed to prevent justice system involvement and other negative outcomes
Appendix 4: References

1 These are asset forfeiture funds, derived from settlements with international banks that violated U.S. sanctions.


13 Hove et al., 2009

14 McCord, 1991

15 Hove et al., 2009

16 Hotaling et al., 1989


24 Hawkins et al., 1999

25 Webster-Stratton & Taylor, 2001

26 Yoshikawa, 1994


28 In comparison to other areas of Manhattan, residents within these neighborhoods experience worse economic prospects (e.g., lower mean household incomes, higher likelihood of living in poverty, higher unemployment rates); poorer health (e.g., higher likelihood of living with HIV/AIDS, lower likelihood of having health insurance); lower educational attainment (e.g., lower likelihood of finishing high school); and higher rates of prison admission. These factors, individually and collectively, lead to heightened violence and less safety in homes, schools, and communities and lead to residents’ increased involvement in the justice system. For example, see: New York City Department of Planning, Population Division (2015). [Economic map]. Retrieved from http://www.nyc.gov/html/dcp/pdf/census/pov_persons_pct_2013ac5yr_nyc.pdf


32 For instance, see: New York City Department of Education, 2014

33 New York City Department of Planning, Population Division, 2015

19


22. Kumpfer, 1999

23. Kumpfer, 1999


Appendix 5: Contract Template

RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
ON BEHALF OF
THE INSTITUTE FOR STATE AND LOCAL GOVERNANCE
CONTRACT FOR ______________ SERVICES

AGREEMENT
RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
ON BEHALF OF
THE INSTITUTE FOR STATE AND LOCAL GOVERNANCE
CONTRACT FOR ______________ SERVICES

PART I SPECIFIC TERMS AND CONDITIONS
PART II GENERAL TERMS AND CONDITIONS
PART III APPENDICES
PART I
SPECIFIC TERMS AND CONDITIONS

Research Foundation of the City University of New York, on behalf of the City University of New York’s Institute for State and Local Governance (“ISLG”), (together, the “Research Foundation”) and the Contractor identified below, in consideration of the mutual covenants contained herein and other valuable and good consideration, do hereby agree to all of the terms and conditions set forth in (i) these Specific Terms and Conditions (Part I) set forth immediately below, (ii) the General Terms and Conditions (Part II) annexed hereto and made a part hereof and (iii) the Appendices (Part III) annexed hereto and made a part hereof (together, the “Contract”).

1. The Contract and Key Defined Terms

1.1 Contract: Specific Terms and Conditions (Part I), General Terms and Conditions (Part II), and Appendices (Part III)

1.2 Commencement Date: ____________________

1.3 Term: ___________ Years from the Commencement Date

1.4 Maximum Contract Price: $_________________

1.5 Project: _________________________________

1.6 Sponsor: City of New York by and through the New York County District Attorney’s Office

1.7 Prime Contract: Agreement between City of New York by and through the New York County District Attorney’s Office and the Research Foundation

2. Parties

2.1 The Research Foundation: The Research Foundation of the City University of New York, a not-for-profit corporation, organized under the laws of the State of New York.

2.1.1 On behalf of: The Institute for State and Local Governance

2.2 The Contractor: ______________________________, having an office at:

______________________________

FEDERAL TAX ID# 13-3301417

3. Notice Parties and Addresses

All notices and permissions required hereunder shall be directed as follows:
3.1 Notices to the Research Foundation:

Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: General Counsel

with copies to:

Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: Director, Procurement and Payables

and

Institute for State and Local Governance
10 East 34th Street
New York, New York 10016
Attn: Karen Goldstein, Counsel

3.1.1 Notice to the Institute for State and Local Governance

Institute for State and Local Governance
10 East 34th Street
New York, New York 10016
Attn: Karen Goldstein, Counsel
Or by email at Karen.Goldstein@islg.cuny.edu

3.2 Notices to the Contractor:

_________________________  ______________________
_________________________  ______________________
_________________________  ______________________
Attn:

This Contract may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the Contract Date hereinabove written.
Research Foundation of the City
University of New York on behalf of the
Institute for State and Local Governance

By: ____________________________  By: ____________________________
Name: __________________________  Name: __________________________
Title: __________________________  Title: __________________________
PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

Section 1.01 Scope of Work. Contractor shall provide the services set forth in the Scope of Work attached hereto as Appendix A ("the Services").

Section 1.02 Budget. Contractor shall provide the Services in accordance with the Budget, attached hereto as Appendix B. Contractor may request modifications to the Budget by email to the Research Foundation and ISLG; modifications shall only be deemed approved if requested as set forth above and agreed upon in a writing signed by both parties.

Section 1.03 Invoices.

A. Timing and Format. Contractor shall invoice the Research Foundation no more than monthly and all invoices must be accompanied by all necessary documentation and in accordance with the Budget. The invoice shall be submitted in the same or similar format, including the same information, as indicated in the sample Invoice attached hereto as Appendix H.

B. Final Invoice. The final invoice shall be submitted by the Contractor within thirty (30) days of the expiration of this Contract, unless another time period is agreed to in writing between the parties. If the final invoice is not received within thirty (30) days of expiration or by the alternate agreed upon date of submission, it may be processed at the sole discretion of the Research Foundation. In the event of termination prior to expiration of the Contract, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Section 6.04 herein.

Section 1.04. Payment and Release. The Research Foundation shall pay the Contractor an amount not to exceed_______ for all services satisfactorily provided under the Contract and invoiced as indicated above. The acceptance by the Contractor of any payment made on the final invoice under this Contract shall terminate any obligation on the part of the Research Foundation for any additional payments to the Contractor and operate as and shall be a release to Research
Article II—Representations and Covenants of Contractor

Section 2.01 Contractor Eligibility. Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document (e.g., the request for proposals) under which it proposed for and was awarded this Contract, attached hereto as Appendix G. Any material change in the eligibility compliance information supplied in Contractor's contract proposal, attached hereto as Appendix F, must be reported to the Research Foundation within a reasonable time thereof. Failure to do so will be deemed a material breach of this Contract and could result in termination of this Contract.

Section 2.02 Duplication. Contractor represents and warrants that the work to be performed under this Contract shall in no way duplicate any work performed under other agreements between the Contractor and other funding sources, except upon the express written permission of the Research Foundation.

Section 2.03 Program Eligibility Except where expressly set forth in the Scope of Services and approved by the Research Foundation, Contractor represents and warrants that eligibility for admission to the services funded through this Contract shall not be restricted on the basis of race, color, creed, national origin, alienage or citizenship status, gender, gender identity, sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

Section 2.04 No Fees. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Contract, except as required by law or unless a waiver of this provision is approved in writing by the Research Foundation.

Section 2.05 Conflict of Interest. The Contractor represents and warrants that to the best of its knowledge no actual or potential conflict of interest, as defined in section 715-a (a) of the Not for Profit Corporation Law, has to be addressed in order for it to fulfill its obligation under this Contract.

Article III—Deliverables and Data Sharing, Use and Limitations

Section 3.01 Deliverables and Reports. Contractor shall submit the deliverables and periodic reports required by this Contract, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by the Research Foundation or ISLG.
Section 3.02 Data Tracking and Reporting. Contractor understands and agrees that a primary purpose of the Research Foundation and ISLG in entering into the Contract and funding the Services is to enable the monitoring and evaluation of the subject programs to determine impact. To facilitate this effort while safeguarding the confidentiality of personally-identifiable data and complying with applicable law, Contractor agrees to comply with the data reporting and protection provisions set forth in Appendix C, hereof, and made part of this Contract.

Section 3.03 Confidentiality. “Confidential Information” means any information of a party that is not known to the general public, including any such information (including all personally-identifiable information) gathered in the course of performing this Agreement. Contractor agrees: (a) to keep Confidential Information strictly confidential; (b) not to disclose Confidential Information without the Research Foundation and ISLG’s prior written consent; and (c) not to use Confidential Information for any purpose other than performing its obligations under this Agreement.

Section 3.04 Publicity. Prior written approval is required from the Research Foundation and ISLG before Contractor or any of its employees, servants, agents or independent contractors may, at any time, either during or after expiration or termination of this Agreement, make any statement to the press or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement. Contractors that receive funding through this RFP should reference the Criminal Justice Investment Initiative (CJII) in any public materials for the duration of funding using the following text: [Program name] is funded in part by the Criminal Justice Investment Initiative (CJII). [For more information on CJII please visit: www.cjii.org.] All references to CJII shall be made public only with prior approval from ISLG.

ARTICLE IV—FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

Section 4.01 Limitation on use of funds

A. Proper purposes. Contractor shall only expend funds obtained through this Contract in accordance with the terms of the Contract.

B. Real property. Contractor shall not use funds obtained through this Contract for the purchase of any interest in or improvement of real property, unless included in the Budget or otherwise authorized in writing by the Research Foundation.

C. Disallowed costs. Any cost found by the Research Foundation or any auditing authority that examines the financial records of the Contractor to be improperly incurred shall be subject to reimbursement by the Contractor to the Research Foundation. Failure to make said reimbursement shall be grounds for termination of this Contract.

Section 4.02 Cost allocation plan. Contractor shall accurately and equitably allocate costs that are attributable to two or more programs, or that are funded by two or more funding sources, by a method that represents the benefit of such costs to each program or funding source.
Section 4.03 Recoupment of disallowances, improperly incurred costs and overpayments. The Research Foundation may, at its option, either require the Contractor to reimburse the Research Foundation or withhold for the purposes of set-off any monies due to Contractor under this Contract up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, and/or the amount of any overpayment to Contractor with regard to this Contract or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Contract. Prior to the imposition of withholding for the purposes of set-off, the Research Foundation will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

Section 4.04 Maintenance of Books and Records. The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

Section 4.05 Retention of Books and Records. The Contractor agrees to retain all books, records and other documents, including those required pursuant to Section 4.04, for six (6) full years after the date of final payment or expiration or termination of the Contract, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim or audit concerning this Contract has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim or audit.

Section 4.06 Inspection

A. Records Inspection. At any time during the Agreement or during the record retention period set forth in Section 4.05, the Research Foundation and ISLG, upon reasonable notice, have full access to and the right to examine and copy all books, records and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Contractor will assist the Research Foundation and ISLG in this process, at no additional cost.

B. Site Inspection. In addition, Contractor shall permit ISLG or its designees to be present at the program site(s) to observe the work and activities being performed in connection with this Contract.

C. Condition of Payment. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 4.07 Audit. This Contract and all books, records, documents and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment, and the books, records and other documents upon which such vouchers or invoices are based (e.g. reports, cancelled checks, accounts, and all other similar material), are subject to audit by the Research Foundation and ISLG.
Section 4.08 Compliance with Sponsor Mandates. Contractor specifically agrees to be bound by the provisions of Article 5 of Appendix A of the Prime Contract, attached hereto as Appendix D, and further specifically agrees that the Sponsor may enforce such provisions against Contractor as if the Sponsor were a party to the Contract.

ARTICLE V—PERSONNEL & FACILITIES

Section 5.01 Key Employees. Contractor shall submit to ISLG a list of certain employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this Contract. Contractor shall notify ISLG in writing within ten (10) days of their occurrence any appointments to or resignations from these positions.

Section 5.02 Maintenance of Skilled Staff. Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Scope of Work and perform and support necessary administrative functions throughout the term of this Contract, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the Program; and implementation of any corrective actions required by ISLG.

Section 5.03. Screening of Staff and Responsibility for Screening. The Contractor shall be responsible for the recruitment and screening of employees and volunteers performing work under the Contract, including the verification of credentials, references, and suitability for working with clients and participants. Where consistent with State and federal law, if directed by ISLG, the Contractor will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Research Foundation.

Section 5.04 Allegations of abuse and maltreatment. Contractor will notify ISLG within twenty-four (24) hours of determining that reasonable cause exists to suspect that any of Contractor's administrators or staff, including both paid and volunteer, has abused, maltreated, neglected, assaulted or endangered the welfare of any program participant. In addition, if such reasonable cause is found, the Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by the Contractor. The term abuse shall mean the infliction of physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ. The term maltreatment shall mean (i) treatment that results in serious physical injury other than by accidental means, or (ii) neglect or failure to exercise a minimum degree of care that impairs, or places in imminent danger of being impaired, the physical, mental or emotional condition of a program participant. Contractor shall provide telephone notice to ISLG within 24 hours of the incident, followed by a written report, to be delivered to ISLG within three (3) business days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Registry (SCR).
Section 5.05. Facility Suitability. Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Contract, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Contract.

Section 5.06 Contractor’s responsibility for safety. Contractor shall be solely responsible for all physical injuries or death to its agents or employees or to any other person arising from the performance of its work under this Contract or for damage to any property sustained during its work on the project under this Contract. The Contractor shall be solely responsible for the safety and protection of all of its employees.

ARTICLE VI—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

Section 6.01 Assignment. Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or of Contractor’s rights, obligations or duties, unless the prior written consent of the Research Foundation and ISLG is obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

Section 6.02 Subcontracting. Contractor shall not sub-contract any portion of the performance obligations of this Contract without prior written approval of the Research Foundation and ISLG. ISLG must approve all subcontracts required for fulfillment of one or more Contract or Program Phases before Contractor signs the subcontract or transfers funds to the proposed subcontractor.

Section 6.03 Modification and extension. This Contract may be modified only by a written instrument executed by both parties, except a no-cost extension to this Contract, which may be issued by an email from the Research Foundation or ISLG extending the term of the Contract.

Section 6.04. Termination; Postponement; Suspension.

A. At the Research Foundation’s discretion. Research Foundation shall have the right, upon thirty (30) days prior written notice, to postpone, delay, suspend or terminate the Contract or any part thereof which the Contractor is engaged to perform, at any time and for any reason in the Research Foundation's interest. Contractor shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

B. For material breach. Research Foundation shall have the right to immediately terminate this Contract in the event of any material breach of this Contract, including but not limited to non-performance. At the sole discretion of the Research
Foundation, Contractor shall be paid allowable costs up to and including the date of termination.

C. **Upon termination, postponement or suspension of the Prime Contract.** If the Prime Contract is terminated, postponed or suspended, the Contract shall be terminated, postponed or suspended as soon as required by the Sponsor. Pending approval of the Sponsor, Contractor shall be paid allowable costs up to and including the date of termination, postponement or suspension, or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

D. **At the Sponsor’s discretion.** If the Sponsor determines it to be in the best interests of the New York City, the Contract shall be terminated by the Research Foundation upon written notice to the Contractor of at least ten (10) days, unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors, in the sole discretion of the Sponsor. Contractor shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of termination.

**ARTICLE VII—INSURANCE AND INDEMNIFICATION**

**Section 7.01 Insurance.** Contractor shall, at its expense, maintain at all times during the terms of this Contract, maintain insurance in the amounts and coverage as set forth in Appendix E. The Contractor shall obtain all policies required under this Contract from insurers licensed to do business in the State of New York and such insurers shall have a A.M. Best's rating of no less than A-”VII” or a Standard and Poor’s rating of at least A, unless prior written approval from the Research Foundation is obtained. Each insurance policy will name Research Foundation and the City University of New York as additional insured and will contain a clause requiring the insurer to give the Research Foundation at least 30 days prior written notice of any alteration in the terms of such policy or cancellation. Contractor shall provide to the Research Foundation evidence of such insurance on forms acceptable to the Research Foundation.

**Section 7.02 Hold harmless and indemnification**

A. Contractor shall indemnify the Research Foundation against and hold the Research Foundation harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including reasonable attorneys’ fees and court costs, resulting from the negligent acts, fault or default of the Contractor, its directors, officers, employees, agents and subcontractors. This provision shall not be construed to limit any other provision in this Contract providing for indemnification of the Research Foundation by the Contractor.

B. In the event that Contractor is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Contractor agrees to indemnify the Research Foundation to the extent that is allowed by the law that limits the Contractor.
ARTICLE VIII—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

Section 8.01 Rights in data and copyrights. Except for any pre-existing intellectual property used by the Contractor, all copyrightable works (including but not limited to reports, compilations of data, software or pictorial or graphics) created or prepared by the Contractor in the course of its work shall be "works for hire" (as that term is defined in the copyright laws of the United States) for the Research Foundation and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by the Research Foundation. To the extent that any such copyrightable works may not, by operation of law, be works for hire, the Contractor hereby assigns to the Research Foundation the ownership of copyright in such items and the Research Foundation shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in such items (except for any pre-existing intellectual property used by the Contractor). The Contractor agrees to give the Research Foundation or its designees all assistance reasonably required to perfect such rights.

Section 8.02 Publication. Contractor agrees to consult with the Research Foundation prior to publication or other disclosure of the results of the work produced under this Contract to ensure that no proprietary information is being released and for protection of patent rights. Proposed publications based on the work performed pursuant to this Contract shall be submitted to the Research Foundation for review thirty (30) days prior to publication. Research Foundation shall have thirty (30) days from receipt to review the publication and to advise of any changes or for filing for patent protection. If Research Foundation wishes to file for patent protection, Contractor agrees to delay publication for up to ninety (90) days from receipt of the publication.

Section 8.03 Infringement. The Contractor shall indemnify and hold Research Foundation harmless to the extent allowed by law for any damage or loss or expense sustained by Research Foundation from any infringement by the Contractor of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Contract.

Article IX-MISCELLANEOUS

Section 9.01 Provisions of the Prime Contract. As required by the Prime Contract, Contractor agrees:

A. Compliance. The work performed by the Contractor must be in accordance with the terms of the Prime Contract, as indicated herein.

B. Rights of the City. Nothing contained in this Contract shall impair the rights of the Sponsor.

C. No Contractual Relationship. Nothing contained in this Contract shall create any contractual relation between the Contractor and the Sponsor.

D. Equal Employment Opportunity. The Contractor specifically agrees to be bound by
Section 4.07 of the Appendix A of the Prime Contract, as attached hereto as Appendix I, and further specifically agrees that the Sponsor may enforce such provisions directly against the Contractor as if the Sponsor were a party to this Contract.

E. Nondiscrimination. As required by Admin. Code S. 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the New York City Administrative Code.

Section 9.02 Order of precedence. In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

1. The Contract
2. Appendix A: Scope of Work
3. Appendix B: Budget/Fee Schedule
4. Appendix F: Proposal
5. Appendix G: RFP
6. All other Appendices annexed hereto.

Section 9.03 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws principles. All disputes, including tort claims, arising out of or related to this Contract shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees to submit to jurisdiction of State Federal or Supreme Court located in New York State, New York County.

Section 9.04. Notices. The mailing of all notices, by certified mail, addressed to the Contractor shall be deemed sufficient notice to the Contractor. A facsimile or email notice to the Contractor at the facsimile number or email address listed on the in Part I of this Contract and a copy sent via First Class Mail at the address referred to on Part I shall also be deemed sufficient notice to the Contractor.

Section 9.05 One Year Limitation. No action shall lie or be maintained against Research Foundation upon any claim based on this Contract or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year after the final payment to the Contractor or within one year after the termination or expiration of this Contract, whichever is sooner.

Section 9.06. Non-waiver clause. Any failure or delay of the Research Foundation in exercising or enforcing the strict performance of any of the Contractor's obligations under this Contract or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the Research Foundation of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the Research Foundation.
Section 9.07 Force Majeure. Neither party shall be liable for failure or delay in the performance of any duties under this Contract when such delay or failure is due to causes beyond the party’s control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

Section 9.08 Entirety of Agreement. This Contract with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

Section 9.09 Paragraph headings. Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or described the scope or intent of this Contract and in no way affect the Contract.

Section 9.10 Counterparts and signatures. This Contract may be executed in counterparts and will be considered as one executed Contract and facsimile or electronic signatures (in pdf format) received by the appropriate party will be treated as originals.

ARTICLE X--ASSURANCES and CERTIFICATIONS

Section 10.01 Export Controls.

A. Contractor agrees to comply and reasonably assist the Research Foundation, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-132, as applicable.

B. Contractor agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Contracts (OFAC), the United States Department of State’s State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.

C. Contractor confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Contractor intends to provide export controlled information, the Contractor will inform Research Foundation thirty (30) days prior to the release of such export controlled technology or technical data. Export controlled information will not be
released to Research Foundation or CUNY personnel without prior written consent of the Research Foundation. If the U.S. government imposes a fine or penalty upon the Research Foundation because of the Contractor’s failure to notify the Research Foundation, Contractor agrees to indemnify and hold the Research Foundation harmless from any and all resulting fines and penalties from such omission.

Section 10.02 Civil Rights and Equal Employment Opportunity

A. Contractor agrees that it: (a) will comply with the Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, (P.L. 92-255), as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

B. Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

C. In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the Research Foundation.

Section 10.03 Privacy and Security of Personal Health Information.

If Contractor is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 (“HIPAA”), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Subrecipient represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Contract shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

Section 10.04 Certification regarding victims of trafficking.
Contractor’s signature on this Contract constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Contractor further certifies that it will notify the Federal government in the event of violation by any employee.

Section 10.05 New York State Information Security Breach and Notification Act.

Contractor certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the “Act”) (N.Y. Gen. Bus. Law § 899-aa), if applicable. Subrecipient agrees to notify Research Foundation immediately if it has cause to believe that any applicable data received or prepared under this agreement may have been obtained by an unauthorized person as defined in the Act and that Contractor will consult with Research Foundation prior to, during and after any required notifications. Contractor agrees to be solely responsible for any required notifications and agrees to indemnify Research Foundation against any damage due to a breach of security caused by Contractor.

Section 10.06 Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

Contractor’s signature on this Contract constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify Research Foundation. In the event Contractor fails to notify Research Foundation, this Contract will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, such failure to notify is considered a material breach of this Contract. In the event the Contractor or its principles become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Contract will terminate immediately pursuant to Paragraph 6(C), as debarment, suspension, ineligibility and voluntary exclusions are considered a material breach.

Section 10.07 Iran Divestment Act.

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (“prohibited entities list”) of “persons” who are engaged in “investment activities in Iran” (defined terms in the law). The list may be found on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.
Contractor certifies that it is not included on the prohibited entities list. Contractor further certifies that it will not contract with any organization that is identified on the prohibited entities list. If at any time Contractor or an organization it contracts with is added to the prohibited entities list it shall immediately notify Research Foundation.

**Section 10.08 VENDEX**

If applicable, the Contractor certifies compliance with the New York City Administrative Code regarding VENDEX registration requirements and shall provide a copy of the VENDEX questionnaire to the Research Foundation as requested by the Research Foundation. Specifically, the City maintains information for every city contract and prospective vendor for awards over $100,000 and for vendors or Subrecipients doing more than $100,000 in cumulative annual business with the City. Please note VENDEX questionnaires are also required for sole sourced contracts valued at $10,000 or more.

More information can be found at:
PART III
APPENDICES

APPENDIX A  SCOPE OF SERVICES
APPENDIX B  BUDGET/FEE SCHEDULE
APPENDIX C  DATA SHARING AND PROTECTION
APPENDIX D  SPONSOR RECORDS, AUDITS AND INVESTIGATIONS
APPENDIX E  INSURANCE REQUIREMENTS
APPENDIX F  PROPOSAL
APPENDIX G  RFP
APPENDIX H  INVOICE
APPENDIX I  EQUAL EMPLOYMENT OPPORTUNITY
APPENDIX A

SCOPE OF SERVICES
APPENDIX C
DATA SHARING AND PROTECTION

A. Contractor agrees to disclose case/person-level data (“Data”) regarding individuals who apply for or receive services pursuant to this Agreement. Such data uniquely describe a particular individual or could be used, either directly or in combination with other information, to ascertain the identity of a particular individual.

B. Contractor will protect Data in the manner specified by ISLG in writing.

C. At ISLG’s direction, Contractor will disclose Data to ISLG, or to its’ subcontractor(s), agent(s), or designated third-party evaluator(s). Contractor agrees to work with ISLG, its’ subcontractor(s), agent(s), or designated third-party evaluator(s) in interpreting, clarifying, or correcting the Data. The obligation to clarify and correct the Data will survive the Agreement.

D. Contractor will provide Data during the time period in which it provides services pursuant to this Agreement and will continue to provide Data afterwards, for a time period to be determined, not to exceed 3 years. In addition, for programs that were already providing related services prior to the provision of funding under this Agreement, Contractor may be required to provide historical Data for a period of up to 2 years before the services funded under this Agreement commenced.

E. Contractor agrees to provide Data regarding a list of specific performance and outcome metrics. While the general subject matter of these metrics is stated in the RFP, Contractor understands that the specific data elements will be determined based on program content and the availability of data, and may be subject to change during the term of the Agreement. Contractor agrees to work cooperatively with ISLG and its designees to mutually determine appropriate metrics.

F. Any evaluation is expected to result in various research products such as publications or presentations. Contractor understands that information concerning its involvement the work product, including a description of the services it provides, may be included in the research products. All research findings will be reported at the aggregate level and no personally-identified data concerning program participants or applicants will be disclosed.

G. At ISLG’s direction, Contractor may be required to obtain informed, written consent from each program participant, or his/her legal representative, authorizing the disclosure of Data. Consent forms must comply with applicable statutes that protect particular types of confidential information, such as HIPAA, FERPA, or the Federal regulations regarding the confidentiality of drug and alcohol treatment records.

H. Any evaluation may result in the creation of a restricted access file. Such a file would contain information derived from the Data in de-identified form. The file would be available to researchers for the purpose of facilitating further research or confirming the results of the evaluation.
APPENDIX D

ARTICLE 1
ARTICLE 5-RECORDS,
ARTICLE 2
AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

ARTICLE 3 The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any booths, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection. Notwithstanding the above, where the Contractor maintains or creates client records with a unique identifier for a client, the Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before providing access pursuant to this Section, provided that the Contractor not redact client borough and zip code. If the Contractor maintains and provides access to such redacted or uniquely identified records, the Contractor is not obligated to provide access to any records pursuant to this Section where the inspection or review of such records would waive the
attorney-client of attorney work product privileges. In addition, Contractor may, upon request to and written approval from the Department, withhold from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges but where Contractor believes that disclosure of such documents would interfere or impair the provision of services under this Agreement, provided that withholding such documents does not impede the ability of the Department to ascertain that contracted-for services have been rendered in accordance with this Agreement.

B. Notwithstanding the above, the Contractor is not obligated to allow observations of face-to-face client interactions where such access would waive the attorney-client privilege but such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being properly performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise. Notwithstanding the above, where the Contractor maintains or creates client records with a unique identifier for a client, the Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before providing access pursuant to this Section, provided that the Contractor not redact client borough and zip code. If the Contractor maintains and provides access to such redacted or uniquely identified records, the Contractor is not obligated to provide access to any records pursuant to this Section where the inspection or review of such records would waive the attorney-client or attorney work product privileges. In addition, Contractor may, upon request to and written approval from the Department, withhold thorn disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges but where Contractor believes that disclosure of such documents would interfere or impair the provision of services under this Agreement, provided that withholding such documents does not impede the ability of the Department to ascertain that contracted-for services have been rendered in accordance with this Agreement.

B. Audits by the City, including the Comptroller, the Department, and the Department’s Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

ARTICLE 4D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.
Section 5.05 No Removal of Records from Premises

ARTICLE 5 Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or defined format) from such facility or office without the prior written approval of the Department’s designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

ARTICLE 6 As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

ARTICLE 72. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any
penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

ARTICLE 8. The party’s good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

ARTICLE 9. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

ARTICLE 10. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

ARTICLE 11. The effect a penalty may have on an unaffiliated and unrelated party of entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(I) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact an penalty will have on such person or entity.

F. Definitions

1. The term “license” or “permit” as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.
2. The term “person” as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a painter, director, officer, principal or employee.

3. The term “entity” as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term “member” as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by of on behalf of any employee of the City or other person or entity lot any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion of termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under’ FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the
disclosure, The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

ARTICLE 12F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.
APPENDIX E

INSURANCE REQUIREMENTS

Required Policies and Amounts

Workers' Compensation/Disability Benefits: In statutory amounts

Employer's Liability: The greater of statutory amounts or $1,000,000.

Commercial General Liability (including Owner's Protective Liability): The minimum combined single limit per occurrence shall be $1,000,000, with an annual aggregate of not less than $2,000,000 in the aggregate.

The maximum deductible or self-insured retention (“SIR”) for the Commercial General Liability policy shall be $10,000.

Automobile Liability: $1,000,000 (if applicable)

Umbrella/Excess Liability: On a per occurrence and aggregate basis, and shall be excess of primary general, automobile and employer’s primary liability limits.

If the Contractor or any of its subcontractors is performing professional services in its capacity as a professional, including as may be evidenced by a license to practice that profession, the Contractor or its subcontractors shall purchase and maintain additional insurance of the following type and in the following amount in connection with the performance of the Services and any work incidental thereto:

Professional Liability Insurance: Professional liability insurance (“PL”) policies shall be written with a minimum amount of $1,000,000 per claim and $2,000,000 in the aggregate.

If the Contractor cancels its PL policy during, or lets its PL policy coverage lapse after, the policy period in which the term for services under the Contract ends, the Contractor must obtain tail coverage, or an extended reporting period endorsement, that extends coverage of the professional liability insurance for a period of at least three years.
APPENDIX I

SECTION 4.07 NON-DISCRIMINATION: E.O. 50 -- EQUAL EMPLOYMENT OPPORTUNITY

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) (“E.O. 50”), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners’, partners’ or shareholders’ race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder,

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services (“DLS”); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

ARTICLE 14E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

ARTICLE 15F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.