



District Attorney of  
New York County



CUNY INSTITUTE  
FOR STATE & LOCAL  
GOVERNANCE

# Criminal Justice Investment Initiative

## Request for Proposals for Youth Opportunity Hubs

No. 003 **(REVISED 8/12/2016)**

Expires **09/23/2016**

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# I. Cover Sheet for Youth Opportunity Hubs

## A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to seek proposals from qualified applicants to plan, pilot, and implement Youth Opportunity Hubs (or, “Hubs”), which will:

- **Increase coordination** among local service providers in the delivery of wraparound supports and opportunities to young people
- **Increase the appeal and functionality of spaces and services** that support young people’s development
- **Build the capacity of local organizations** to better address the needs and opportunities in their neighborhoods

Youth Opportunity Hubs will be located and/or serve young people from one or more of the following four focus neighborhoods in Manhattan (East Harlem, Central and West Harlem, Washington Heights, Lower East Side). A portion of the funds available through this RFP are intended to support capital costs associated with the creation or operation of Youth Opportunity Hubs, specifically for the purpose of improving the appeal and functionality of services for young people in their own neighborhoods.

## B. Timeline and Submission Instructions

1. **Release Date of RFP:** June 23, 2016  
**Release Date of REVISED RFP:** August 12, 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 22, 2016, at 11:59pm EST.**
3. Answers to all questions will be available as an addendum to this RFP by 11:59pm on **Monday, August 8, 2016.** It will be the responsibility of proposers 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://cjii.org/category/opportunities/>.
4. **Proposal Due Date:** Proposal submissions are due on **Friday, September 23, 2016, at 11:59pm EST.** Proposals should be submitted via <http://cuny-islg.fluidreview.com>.
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. Amount and Number of Awards

DANY anticipates funding up to six Hubs, with a total cost of up to \$51.5 million. Maximum funding per applicant is anticipated to be \$10.3 million, including up to \$4 million in capital improvements. Pilot (Phase II), Implementation (Phase III), and, if applicable, Capital Improvement (Phase IV) funding will be contingent on approval of the program plans and pilot report developed during the Planning and Pilot Phases (I and II).

**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](mailto: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<sup>a</sup> in impactful projects that will improve public safety and promote a fair and efficient criminal justice system.

**City University of New York (CUNY) Institute for State and Local Governance (ISLG):** ISLG is the technical assistance consultant to DANY for CJII. 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.

**Applicant:** With regard to this RFP, the entity responsible for oversight, coordination, and disbursement of funds to partner providers in a proposed Hub. The applicant serves as the representative of the multiple service providers who comprise the Hub. In any proposal involving requests for capital improvements, the applicant should also be the proposed recipient of capital funds. Although it is not a requirement, in many cases, the applicant will be the largest provider in a Hub, as defined by budget and/or number of clients served annually.

**Lead Applicant:** See "Applicant".

**Partner Provider:** A service provider in a Hub which is not the "applicant" or "lead applicant", and which therefore is not responsible for oversight and coordination of the Hub. Partner providers are ineligible for capital funding.

**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.<sup>1</sup>

**Positive Youth Development (PYD):** A theoretical and practical framework which emphasizes the role of assets, opportunities, and resources in positive and healthy adolescent development. Rather than defining adolescence as a period of risk and delinquency, PYD asserts that intentional engagement with young people strengthens their ability to transition successfully into adulthood.<sup>2</sup>

**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.

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<sup>a</sup> These are asset forfeiture funds, derived from settlements with international banks that violated U.S. sanctions.

**Trauma:** Individual trauma results from an event, series of events, or set of circumstances experienced by an individual as physically or emotionally harmful or life threatening, and has lasting adverse effects on an individual's functioning and mental, physical, social, emotional, or spiritual well-being.<sup>3</sup>

**Trauma-Informed:** Organizations and practices that incorporate an understanding of the pervasiveness and impact of trauma and that are designed to reduce re-traumatization, support healing and resiliency, and address the root causes of abuse and violence.<sup>4</sup>

**Wraparound:** A wraparound approach is a comprehensive strategy which seeks to prevent poor life outcomes, including initial or further contact with the criminal justice system. The approach coordinates family, community, school and agency resources based on a young person's individualized needs, in order to achieve more positive life outcomes.<sup>b</sup>

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<sup>b</sup> For more information, see:

Burns, B.J., & Goldman, S.K. (1999). Promising Practices in Wraparound for Children with Serious Emotional Disturbance and Their Families. Systems of Care: Promising Practices in Children's Mental Health 1998 Series. Volume IV. Retrieved from <http://files.eric.ed.gov/fulltext/ED429422.pdf>

Bruns, E.J., Suter, J.C., Force, M.M., and Burchard, J.D. (2005). Adherence to wraparound principles and association with outcomes. *Journal of Child and Family Studies*, 14(4), 521-534.

Eber, L., Nelson, C. M., & Miles, P. (1997). School-based wraparound for students with emotional and behavioral challenges. *Exceptional Children*, 63(4), 539-555.

Walker, J.S., & Schutte, K.M. (2004). Practice and process in wraparound teamwork. *Journal of Emotional and Behavioral Disorders*, 12(3), 182-192. Retrieved from <http://www.nwi.pdx.edu/pdf/WalkerAndSchutteJEBDteamworkTheoryArticle.pdf>

U.S. Office of Special Education Programs. (n.d.) Wraparound Service and Positive Behavior Support. Retrieved from <https://www.pbis.org/school/tertiary-level/wraparound>

Development Services Group, Inc. (2014, April). Wraparound Process. Retrieved from [http://www.ojjdp.gov/mpg/litreviews/Wraparound\\_Process.pdf](http://www.ojjdp.gov/mpg/litreviews/Wraparound_Process.pdf)

### III. Summary of the Request for Proposals

#### A. Purpose of the RFP

The Manhattan District Attorney's Office 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 \$51.5 million of the CJII fund will be available to fund Youth Opportunity Hubs (or "Hubs") to:

- **Increase coordination** among local service providers in the delivery of wraparound supports and opportunities to young people
- **Increase the appeal and functionality of spaces and services** that support young people's development
- **Build the capacity of local organizations** to better address the needs and opportunities in their neighborhoods

Up to six Hubs will be funded, some of which will be awarded funding specifically for capital improvements (see *Sections IV.C.3. Eligible Expenses* and *VI.B.2. Capital Funding* for more information on eligible capital expenses).

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).

**Youth Opportunity Hubs are a partnership approach among multiple providers to deliver holistic, wraparound supports and opportunities to youth and young adults.** Hub approaches supported by this RFP could include more centralized *planning* or *coordination* of services; *delivery* of services; and/or *spaces* where youth can be engaged in prosocial opportunities and supports. Applications should be submitted by the provider responsible for coordinating, managing, and disbursing funds to providers in the Hub (i.e., the "applicant" or "lead applicant"), on behalf of all providers (i.e., "partner providers") in that proposed Hub. (Although it is not a requirement, in many cases the applicant will be the largest provider in the Hub, defined by budget and/or number of clients served annually.) Applicants should propose to provide wraparound support and opportunities to youth and young adults from one or more of the four focus neighborhoods in Manhattan (i.e., be located in or serve youth from East Harlem, Central and West Harlem, Washington Heights, or Lower East Side). Providers may be included as an applicant or lead applicant in a single proposal only. However, providers can be included as a partner provider (i.e., non-"applicants" or non-"lead applicants") in multiple proposals.

**Proposals may be submitted with or without a request for capital improvement funding.** Capital funds are available to address a continuum of capital needs, from basic refurbishment of a space to new construction. For example, funding could be used to support co-location of services to create a resource hub; improving the aesthetics and accessibility of the applicant's space to increase client traffic and participation; or construction of new neighborhood spaces to

engage young people in recreation and arts with intentional connections to other supports and opportunities. Applicants are encouraged to leverage capital funding available through this RFP with other sources of funding, if warranted by their capital needs and strategic plans.

DANY is particularly interested in projects that prevent system involvement in part by expanding workforce and educational opportunities while also meeting other needs of young people in ways that support their overall development. Investments in wraparound, youth opportunity approaches contribute to the CJII goal of improving public safety by providing youth greater access to services, supports, and opportunities that, ultimately, facilitate healthy development. They are situated within a broader investment strategy for prevention (see [CJII.org](http://CJII.org) for solicitations and information on *Family and Youth Development Programs; Community Navigators*; and additional investments to be released at a later date).

## **B. Anticipated Contract Specifications**

DANY anticipates awarding up to six contracts to support Hubs in each focus neighborhood. The anticipated contract term will not exceed five years. The length of Planning, Pilot, and Implementation funding (Phases I-III) will not exceed four years, beginning in Late Fall 2016. Funded applicants and partner providers will be required to provide ongoing performance data (see *Section III.D. Performance Measurement*) to ISLG and a third-party evaluator. Funded applicants and partner providers will be required to continue providing performance data for up to one additional year beyond the period of Hub 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. An example contract template is attached as *Appendix 5*. In the event that a 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 who are available to fulfill the services specified in this RFP.

Providers that receive funding through this RFP must be open to accepting referrals from NYC agencies of youth and young adults from the population(s) to be served, to be determined and finalized in the Planning Phase (I) of funding.

Providers that receive funding through this RFP must be willing to work with Community Navigators, which are part of a broader CJII strategy to increase access to services and to increase coordination and partnership among service providers (see [cjii.org](http://cjii.org) for more information on *Community Navigators*). Community Navigators are supervised by a Community Navigator managing entity. Funded applicants may be asked to share client information with the Community Navigator managing entity and the Community Navigator. They may also be asked to provide programmatic information to the Community Navigator managing entity on a regular basis.

## **C. Anticipated Available Funding**

CJII funds will be spread across multiple recipients and their subcontractors in several

communities across several years. DANY anticipates total funding of Youth Opportunity Hubs to be up to \$51.5 million to be spread across all awards over four years, including:

1. Up to \$6.3 million per Hub for Planning (Phase I, three months, \$75,000 maximum), Pilot (Phase II, nine months, \$1.25 million maximum), and Implementation (Phase III, three years, \$5.0 million maximum) Phases.
2. Up to \$4 million in Capital Improvement (Phase IV) costs per Hubs. Only one provider per Hub is eligible to receive capital funding, and this provider should serve as the proposal's applicant; therefore, providers requesting capital funding should also function as the coordinator or manager of the Hub. Maximum four-year funding per applicant inclusive of capital costs is \$10.3 million.

The Planning Phase (I) will last up to three months, and may include (but not be limited to) hiring additional staff, finalizing agreements and subcontracting with partner providers, and establishing referral streams from city agencies. Piloting (Phase II) will take place over nine months, and be used to demonstrate functioning of the applicant's Hub model and adjust delivery as needed. Part III (Implementation; up to three years) funding will be contingent on approval of the program plan and pilot report developed during Phases I and II (Planning and Pilot), and is intended to support full and consistent implementation of the Hub. Phase IV, if applicable, will support capital costs for the purposes of increasing the appeal and functionality of spaces and support youth development, and could include additions/modifications of existing physical space and/or new construction. Capital Improvement (Phase IV) funding is contingent on approval of capital improvement project plans (developed during Phase II) and would be awarded concurrent with Implementation Phase (III) funding. As such, applicants' proposals for Hubs should demonstrate an ability to operationalize a Hub with or without capital funding, and in ways that could support service delivery while any capital investments are ongoing.

#### **D. Performance Measurement**

The Manhattan District Attorney's Office and ISLG are committed to measuring outcomes for all CJII initiatives and disseminating that information so that others may learn from and build on those outcomes. Funded applicants and partner providers will be required to provide performance measurement data to ISLG and the third-party evaluator throughout the duration of the contract. 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**

Preventing antisocial behavior and addressing risk factors for delinquency can help young people avoid juvenile and criminal justice system involvement, ultimately resulting in better individual and societal outcomes. Current best practices for working with young people emphasize the importance of wraparound approaches,<sup>5</sup> which coordinate family, community, school and agency

resources based on a young person's individualized needs; and a positive youth development framework,<sup>6</sup> which emphasizes the role of assets, opportunities, and resources in healthy adolescent development. These approaches facilitate the *prevention* of undesired behaviors and outcomes in a way that supports holistic *youth development* by focusing on young people's strengths rather than solely or predominantly on risk and delinquency.

Numerous providers seek to support youth development in New York City, but these efforts are often scattered and/or fail to address comprehensively the needs of youth.<sup>c</sup> During ISLG's background research and in numerous conversations with prevention providers in NYC, providers overwhelmingly noted the need for better coordination and partnership among existing services, contrasted with the lack of commitment or capacity among providers and funders to realize that goal. Other ongoing initiatives in NYC, such as the Strengthening Communities Steering Committee<sup>d,7</sup> and the Connections to Care Initiative supported by the Mayor's Fund to Advance New York City have also identified the need to improve access to and coordination among service providers.<sup>e</sup> In response, this investment funds the creation of Youth Opportunity Hubs to provide better coordination and wraparound support for youth and young adults. Hubs reflect the developmental understanding that youth are more likely to make use of supports and opportunities when they are viewed as more easily and readily accessible;<sup>8</sup> and that wraparound youth development services can support the well-being of youth and effectively prevent poor outcomes, including justice system involvement.

## **B. Goals and Objectives**

The goals and objectives of the work solicited via this RFP will help achieve CJII's broader goals of improving public safety and promoting a fair and efficient justice system by:

- Increasing coordination among local service providers in the delivery of wraparound supports and opportunities to young people
- Increasing the appeal and functionality of spaces and services that support young people's development
- Building the capacity of local organizations to better address the needs and opportunities in their neighborhoods

By intervening early with supports and opportunities that support targeted, holistic development, these investments will make it less likely that young people become system-involved and more likely that they engage in pro-social activities. The specific goals and objectives for the Youth Opportunity Hubs solicited in this RFP (which serve CJII's broader goals above) include:

- Reduced likelihood of initial justice system involvement;
- Reduced idle time and risk behaviors;
- Increased prosocial behaviors;
- Improved physical and mental health, including awareness of and response to trauma;
- Improved educational and workforce opportunities and participation; and
- Improved connection to positive adults, mentors, and other supports and opportunities.

Applicants should highlight how their proposals will achieve these and other goals and objectives.

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<sup>c</sup> Based on interviews conducted with NYC service providers and relevant agencies.

<sup>d</sup> For a list of participants, see [http://www.humanservicescouncil.org/Private\\_Documents/Participant%20List.pdf](http://www.humanservicescouncil.org/Private_Documents/Participant%20List.pdf)

<sup>e</sup> See <http://www1.nyc.gov/office-of-the-mayor/news/527-15/mayor-s-fund-advance-new-york-city-corporation-national-community-service-announce>

### C. Program Description

ISLG is seeking proposals from qualified applicants to plan, pilot, and implement Youth Opportunity Hubs in order to serve young people in one or more of the four focus neighborhoods in Manhattan (East Harlem, Central and West Harlem, Washington Heights, Lower East Side).

1. Description: Youth Opportunity Hubs are a partnership approach among multiple providers to deliver holistic, wraparound supports and opportunities to youth and young adults. Hub approaches can reflect centralized *planning/coordination* of multiple services, *delivery* of multiple services, and/or *spaces* where young people spend time and can be connected to other supports/opportunities. Applicants should manage and coordinate the proposed Hub; however, applicants are also expected to explicitly identify other providers (i.e., “partner providers”) to deliver additional wraparound support and opportunities within the Hub, beyond what is provided currently, as necessary to participants’ needs (see *Section IV.C.2. Program elements*). Funding could be used to support the costs of greater collaboration, including staff (e.g., a Hub liaison for each participating organization) and expenses related to coordination (e.g., common communication systems), as well as capital projects designed to increase the appeal and functionality of spaces and services that support young people’s development.
2. Program elements: Applicants for Youth Opportunity Hubs are expected to currently provide one or more of the following wraparound supports/opportunities, as appropriate to the population(s) they serve and needs/gaps in their communities. Applicants will be required to identify and coordinate with other providers in the community, and will not be considered for funding if their proposals do not reflect the intention and ability to coordinate. Applicants should include youth and young adults in the design and refinement of their program models to the extent possible. Applicants should complete the Wraparound Supports/Opportunities Worksheet (see *Appendix 3*; applicants should complete this form online in the CJII Application Portal) to indicate whether they currently provide each of the following wraparound supports, and how and to what extent they propose to deliver them if funded through this RFP:
  - Employment and workforce development opportunities
  - Education support and training, including awareness of and response to learning challenges
  - Mentorship and relationship-building
  - Recreation opportunities
  - Arts and culture
  - Life skills
  - Family strengthening support
  - Trauma-specific services
  - Mental health screening and counseling
  - Substance abuse services (including treatment and harm reduction)
  - Health education
  - Community service
  - Housing assistance and placement

- Legal advocacy and access to benefits
  - Civic engagement and leadership
  - Other appropriate supports/opportunities
3. Eligible expenses: A total of \$51.5 million dollars over four years are available for up to six Youth Opportunity Hubs, with maximum funding per Hub of \$10.3 million. Funding may be used to cover expenses related to coordination: e.g., a Hub manager or other coordinating staff within the applicant’s site; a coordinator for each or several of the partner providers; better data-sharing and case management systems; and other mechanisms to increase coordination and accomplish the goals of CJII. Funding may also be used for the costs of operating Hubs and may include program staff, materials, operations, and other program expenses necessary to meet young people’s needs and accomplish the goals of CJII, provided that funds are not used to supplant existing funding. Any young person currently served by the applicant or partner provider(s), and supported by CJII funding in the future, should have full access to the Youth Opportunity Hub funded through this RFP as appropriate to their needs.

Up to \$4 million in capital costs, included in the maximum allocation detailed above, will be awarded to select applicants. Capital funds are available to address a continuum of capital needs, from basic refurbishment of a space to new construction. For example, funding could be used to support co-location of services to create a resource hub; improving the aesthetics and accessibility of the applicant’s space to increase client traffic and participation; or construction of new neighborhood spaces to engage young people in recreation and arts alongside other supports and opportunities). Applicants are encouraged to leverage capital funding available through this RFP with other sources of funding, if warranted by their capital needs and strategic plans. It is preferable that capital improvements be made in a location viewed as neutral and accessible for residents in the community and nearby communities. Only one provider per Hub is eligible for the receipt of capital funding, and this provider should serve as the proposal applicant; therefore, providers requesting capital funding should also serve as the coordinator or manager of the Hub. Although DANY expects to fund up to six Hubs total, some applicants who request capital funding may be awarded funds solely for the creation and management of a Hub (i.e., not for capital improvements).

4. Eligibility criteria: Applicants should represent a group of service providers proposing to deliver services as a more coordinated and intentional Hub, whether defined by centralized planning/coordination, delivery, or space. The applicant will be responsible for managing and coordinating the Hub and should have the capacity to enter into subcontracts with partner providers and disburse funding to them. Providers may be included as an applicant or lead applicant in a single proposal only. However, providers can be included as a partner provider (i.e., non-“applicants” or non-“lead applicants”) in multiple proposals. Applicants should have experience providing one or more supports/opportunities (among those listed in *Section IV.C.2*) for one or more of the four focus neighborhoods in Manhattan (see *Section IV.D*).

Each Hub will be required to work with Community Navigators (see [cjii.org](http://cjii.org) for more information on *Community Navigators*) to connect youth and families to additional supports/opportunities in the community as necessary (e.g., housing, acute

mental health resources, healthcare). Community Navigators are trained peers and social workers who will work with individuals to locate, connect, engage, and stay involved with the services they need. Navigators meet people where they are and serve as the bridge to connect individuals to services and resources across organizations, city agencies, and systems. The Navigators will be mobile and will accompany individuals across different systems and organizations to ensure they are connected with the services and resources they need to meet their needs and achieve their goals. Community Navigators will enhance the work of Youth Opportunity Hubs by identifying clients, connecting clients to services, and working with clients for a short time to ensure they stay engaged with those services.

#### **D. Focus Neighborhoods and Populations To Be Served**

This funding can be used to support Youth Opportunity Hubs to serve one or more of the four focus neighborhoods in Manhattan: East Harlem, Central and West Harlem, Washington Heights, and the Lower East Side. Applicants and partner providers should provide supports/opportunities to young people from these neighborhoods. These efforts reflect DANY's interest in place-based initiatives, which seek to strengthen the capacity of neighborhoods and communities to respond to the issues facing their residents. Available data demonstrate particular need for investment in these four neighborhoods. For instance, indicators such as unemployment, youth educational outcomes, and use of preventive family services suggest greater relative need in these neighborhoods.<sup>f</sup>

In particular, Hubs are intended to support young people at elevated risk of negative life outcomes, as defined by individual (e.g., academic problems), family (e.g., poor interpersonal relationships), and/or community-level (e.g., poverty) factors. Each Hub should aim to serve at least 250 youth annually in the most-commonly utilized services supports (e.g., mentoring; recreation; educational support), with other supports/opportunities provided proportionally according to participants' needs. Hubs should aim to provide long-term support and opportunities (i.e., through the completion of high school/equivalency and/or stable job placement) to the populations they serve. Applicants should also address how they will create relationships and channels of communication with city agencies, local CBOs, and other relevant entities.

## **V. Deliverables**

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<sup>f</sup> 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\\_2013acs5yr\\_nta.pdf](http://www.nyc.gov/html/dcp/pdf/census/pov_persons_pct_2013acs5yr_nta.pdf)

New York City Department of Education. (2014). *Cohorts of 2001 through 2010 (Classes of 2005 through 2014) Graduation Outcomes* [Data file]. Retrieved from <http://schools.nyc.gov/Accountability/data/GraduationDropoutReports/default.htm>

Justice Mapping Center. (2008). [Thematic map]. Retrieved from <http://www.justiceatlas.org/>

Furman Center for Real Estate and Urban Policy, New York University. (2008, November). *Public housing and public schools: How do students living in NYC public housing fare in school?*. Retrieved from [http://furmancenter.org/files/FurmanCenterandIESPPolicyBriefPublicHousingandPublicSchools\\_000.pdf](http://furmancenter.org/files/FurmanCenterandIESPPolicyBriefPublicHousingandPublicSchools_000.pdf)

Funded applicants will be required to submit regular deliverables throughout the duration of the term of any contract awarded via 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 asked to structure their submission in multiple parts, listed below. Each lettered item (except item *F. Proposal Formatting and Length Requirements*) should be included as a separate document, which applicants will upload to the CJII Application Portal.

### A. Cover Letter

A cover letter should provide basic information about the applicant, including the focus neighborhood, length of time the applicant has been in operation, and current supports/opportunities offered. The cover letter should also indicate the amount of and number of years of funding the applicant is seeking; whether the applicant is seeking funding for capital improvements; and the number of proposed partner providers. The cover letter should be signed and dated by an authorized representative of the applicant.

### B. Program Narrative

Applicants should describe in detail how the applicant will provide the services set forth below. Applicants should specifically address the following:

1. **Program Design:** All applicants should discuss the elements below:
  - a. Program activities: Which supports and opportunities will the applicant and partner providers offer (e.g., mentorship and relationship building, health education classes)? Which supports/opportunities will be provided after school vs. during, and during the school year vs. during breaks in the year? Where will supports/opportunities be provided (e.g., in Hub or applicant site, separate partner provider location, in home)? For how long and how frequently will supports/opportunities be provided? How will these supports and opportunities contribute to improved outcomes? How do these supports and opportunities expand beyond the provider's existing work and which gaps do they address? Which gaps will remain unaddressed even if CJII funding is awarded? (For example, the applicant's workforce development program may remain limited in its ability to provide more intensive programming for higher-needs young people.)
  - b. Program model, best practices, and evidence base: Have the program approach(es) and activities been evaluated and demonstrated to be effective? If not, describe the literature, theories, and/or evidence that suggest the program approach(es) would be effective.
  - c. Principles: Key principles that should be incorporated into the design of Youth Opportunity Hubs include:

- Positive Youth Development (PYD) framework, a strengths-based approach which focuses on developing healthy young people by connecting them to pro-social activities, opportunities, roles, and relationships.
- Community-based and -informed (i.e., place-based) approach, providing supports/opportunities in young people’s neighborhoods
- Trauma-informed approach, recognizing the role of unaddressed trauma in inhibiting healthy development.

Applicants should present their experience incorporating and plans to incorporate these principles into the delivery of services.

- d. Planning and Implementation: Detail the process through which the applicant intends to plan and implement a Youth Opportunity Hub. Provide a timeline that outlines the major milestones of the Planning, Pilot, and Implementation Phases and how they align with program goals. As indicated in *Appendix 2: Deliverables*, the applicant will produce a program plan at the conclusion of the Planning Phase (I), which is to be approved before release of funds for Piloting (Phase II). All subcontracts with partner providers must be approved before Phase II work can begin.
- e. Structure and Distribution of Funds: The applicant should include a proposed distribution of funds between the applicant and each partner provider (i.e., what proportion of funding will each provider in the Hub receive? On what basis?). How many clients is each provider expected to serve, and at what cost? The distribution of funds among providers in a Hub will be finalized during contract and subcontract negotiations.
- f. Focus population, inclusion/exclusion criteria, and catchment area: What are the program-specific focus population, inclusion and exclusion criteria, and catchment area? Are there specific populations for which program(s) are designed (e.g., age, gender)? How will providers assess (and reassess when needed) a participant’s needs for the different services/opportunities offered through the Hub? How will providers ensure ongoing client engagement in those services/opportunities? In addition, what specific neighborhood(s) in Manhattan will the proposed Hub serve? What are the boundaries of the catchment area? Why was the area chosen? How is the proposed intervention culturally appropriate or necessary for the proposed populations and catchment area? How will youth and community members be involved in the design and refinement of the Hub?
- g. Outreach: How will the applicant identify and recruit the populations to be served, specifically young people who are less connected to supports and opportunities currently and/or who are at higher risk of negative outcomes? How is the proposed approach expected to appeal to the populations to be served? Applicants should address how they will create relationships and channels of communication with city agencies, local CBOs, and other relevant entities.
- h. Numbers served: How many clients does the Hub plan to serve in each year of funding, for each of the wraparound supports/opportunities? Would the providers be able to expand access to supports/opportunities

beyond the scale proposed in the application, if the demand existed? If yes, how would the Hub propose to achieve this?

2. **Capital Funding:** Applicants may choose to submit an application with or without a request for capital funding. Although DANY expects to fund up to six Hubs total, some applicants who request capital funding may be awarded funds solely for the creation and management of a Hub (i.e., not for capital improvements). Applicants requesting capital funding should address the following:
  - a. The amount requested
  - b. The proposed use of funding, including the location and scope of capital improvements (e.g., service co-location and creation of shared space for partner providers; modifying the second floor of the provider's current building to create five additional rooms for program delivery; construction of a new recreational space for young people served by a Hub)
  - c. How capital improvements will increase the appeal and functionality of spaces and services for young people, including new opportunities for youth engagement
  - d. The estimated length of time that will be required to complete capital improvements
  - e. The status of planning for capital improvements. Has the applicant begun planning prior to this point?
  - f. Whether the funding requested through this RFP finances planned capital improvements in part or in full. If funding is necessary beyond the scale provided for in this RFP, does the applicant have existing commitments from other funders? What is the status of other funding (e.g., ongoing contracting/negotiations, disbursed, unsecured)?
  - g. Whether, how, and to what extent capital improvements would interrupt service delivery and/or operations. If so, how does the applicant propose to continue operating while capital improvements are ongoing?
3. **Program Monitoring:** Applicants should describe their current ability to collect and manage data. They should also describe whether and how youth and community members will be involved in performance monitoring in their site. In addition, funded applicants will be required to coordinate regularly with ISLG to examine the effectiveness of the Youth Opportunity Hubs funded through this RFP. Funded applicants and partner providers will be required to provide ISLG with program and implementation information as requested by the evaluator and/or ISLG.
4. **Sustainability:** The funding available through this RFP could be used to support Hubs in full or in part; however, any young person currently served by the applicant or partner provider(s), and supported in the future by CJII funding, should have full access to the Youth Opportunity Hub funded through this RFP as appropriate to their needs. Applicants should address with as much specificity as possible the steps they will take to facilitate sustainability following the end of grant funding, as well as discuss the government agencies and other organizations they believe might fund the Hubs 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, and should not exceed 15 pages (excluding appendices and resumes). Pages should be paginated.

### **C. Organizational Capacity**

CJII is committed to funding neighborhood-based initiatives and helping CBOs develop capacity where needed. Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in *Section IV*. Applications should also include information about partner providers, as requested below. 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 to the applicant and/or partner providers (e.g., pro-bono contracting assistance; developing operational plans; capacity to monitor performance among applicants or partner providers; ability to include youth and community members in the design of the Hub model and/or performance monitoring). Applicants are encouraged to request this assistance as part of their applications 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 the following:

1. Number of clients the applicant and partner providers have served for similar supports/opportunities in the previous calendar year. (Applicants should provide this information by completing the Partner Provider Information Worksheet online in the CJII Application Portal. A copy of the worksheet is shown in *Appendix 4* to ensure that applicants are aware of the information they will need to gather to complete the form online.)
2. Resources the applicant and partner providers would use to provide the supports/opportunities, including number of full-time staff members, facilities, and technology (if applicable).
3. Resources the applicant would use to conduct and manage capital improvements (if applicable).
4. The applicant's capacity to enter into subcontracts and disburse funding to other providers.
5. 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.
6. Description and evidence of community/neighborhood ties of the applicant and partner providers. Identify any partnerships with other service providers (e.g., community-based organizations, religious institutions, schools) and describe the nature of the partnerships.
7. 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.
8. An explanation of how the supports/opportunities proposed will fit into the applicant's current or future operations, if the approach funded here represents only a portion of the

applicant's overall mission and services (e.g., a homeless services organization serves people of all ages but also includes specific programming for young adults).

9. Areas in which training and technical assistance may be needed (e.g., connecting with referral sources, record-keeping/data collection, trauma-informed approaches).
10. Attach letters of support/commitment from each partner provider intending to serve clients through the Hub; as well as from city agencies, consultants, and/or other funders, as appropriate.
11. 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.
12. Basic information about each of the partner providers using the Partner Provider Information Worksheet (see *Appendix 4*; applicants should complete this form online in the CJII Application Portal).

#### **D. Experience**

Describe the relevant experience of the applicant and the proposed key staff in providing the work described in *Section IV*. Specifically, address the following:

1. Explain how the applicant's current and/or previous work is relevant, and how its knowledge and experience will be leveraged in the Planning, Pilot, Implementation, and (if applicable) Capital Phases of the Youth Opportunity Hub.
2. Indicate the length of time the applicant has a) been in operation and b) provided supports/opportunities relevant to this RFP.
3. Detail the applicant's specific experiences with wraparound youth development approaches in the proposed focus neighborhood.
4. List the applicant's 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 members have training and experience in working with individuals from the populations to be served? Do staff have experience recognizing and responding to youth with past traumatic experiences? What additional training will key staff need to deliver the proposed program(s)? To the extent possible, provide similar information for anticipated partner providers.
5. Describe the applicant's experience including youth and community members in the design (and evaluation, if applicable) of supports and opportunities.
6. Describe the applicant's experience entering into subcontracts with other providers and supervising their work.
7. Describe the applicant's experience in conducting and managing capital improvement projects.
8. Attach resumes of the key staff who will be providing the work.

#### **E. Program Budget**

Applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed Hub and overarching goals of the Youth Opportunity Hubs investment, including anticipated allocations to the applicant and to partner providers. The budget should include a proposed breakdown of funds for Planning (Part I), Pilot (Phase II), Implementation (Part III), and, if applicable, Capital Improvements (Phase IV). Applicants should provide as many

specifics as possible (e.g., plans, subcontractors, site, space modifications) for each of the funding phases.

#### **F. Program Budget Narrative**

Applicants should provide a budget narrative that corresponds to the budget. Applicants should describe funding needs on an annual basis over the length of the funding period (funding may vary by year). The Program Narrative should link the proposed costs to the proposed Hub components and activities and outline any assumptions on which the budget is based.

#### **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.
- The Program Narrative should not exceed 15 pages, excluding appendices and resumes. 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 prescribed below. The evaluation team may conduct site visits and/or interviews and/or to request that applicants make presentations and/or demonstrations, as they deem applicable and appropriate. Although the evaluation team may conduct discussions 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 proposed approach (determined via proposal and site visits, interviews, presentations and/or demonstrations) - 55%
- Organizational capacity - 20%
- Prior relevant experience - 20%
- 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. Pilot (Phase II), Implementation (Phase III), and, if applicable, Capital Improvement (Phase IV) funding will be contingent upon approval of the program plans and pilot report developed during the Planning and Pilot Phases (I and II).

## **VIII. Appendices**

### **Appendix 1: Performance Measurement**

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

All funded applicants and partner providers will be required to provide performance measurement data to ISLG and/or a third-party evaluator on a quarterly basis. These 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 for an example table);
2. Anticipated process (e.g., program satisfaction), output (e.g., program participants), and outcome measures (e.g., degree completion) for each objective for each quarter;
3. Methods of data collection (any costs related to data collection/analysis should be incorporated into 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**

<b>Goal</b>	<b>Objective</b>	<b>Process Measure &amp; Target</b>	<b>Output Measure &amp; Target</b>	<b>Outcome Measure &amp; Target</b>	<b>Data Source(s)</b>
Goal #1: Improve educational attainment among higher-risk youth	1a) To improve graduation rates of higher-risk youth currently enrolled in high school	1a) Q1: Percent of participants “very satisfied” with the program: 85%	1a) Q1: Percentage of students on track for graduation: 60% 1a) Q1: Percentage of underperforming students enrolled in academic tutoring: 75%	1a) Q1: Percentage of 21 year-olds with a HS diploma: 60%	Surveys; program attendance records; School and district assessments and records
		1a) Q2: Percent of participants “very satisfied” with the program: 90%	1a) Q2: Etc.	1a) Q2: Percentage of 21 year-olds with a HS diploma: 65%	
		1a) Q3: Etc.	1a) Q3: Etc.	1a) Q3: Etc.	
		1a) Q4: Etc.	1a) Q4: Etc.	1a) Q4: Etc.	
	1b) To increase rates of high school equivalency certification among higher-risk youth who have dropped out of school	1b) Q1: Percent of participants “very satisfied” with the program: 85%	1b) Q1: Percentage of HS drop-outs participating in counseling/ mentoring program: 60% 1b) Q1: Percentage of HS drop-outs making progress toward equivalency: 55%	1b) Q1: Percentage of 21 year-olds with a HS equivalency: 20%	Surveys; program attendance records; Schools and district assessments and databases
		1b) Q2: Percent of participants “very satisfied” with the program: 90%	1b) Q2: Etc.	1b) Q2: Percentage of 21 year-olds with a HS equivalency: 22%	
		1b) Q3: Etc.		1b) Q3: Etc.	
List goal #2					
Etc.					

*Note that applicants or partner providers 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

#	Name	Description	Frequency/Due Date
1	Program Plan and Finalized Subcontracts	<ul style="list-style-type: none"> <li>Detailed plan for program roll-out based on research and planning undertaken during Phase I.</li> <li>Finalized subcontracts with all partner providers</li> </ul>	End of Month 3
2	Pilot Report	Report on the Pilot Phase (II) of Hub implementation, including: <ul style="list-style-type: none"> <li>challenges to implementing and growing the program</li> <li>changes in Hub membership and operation proposed for the Implementation Phase (III)</li> <li>status of solutions</li> </ul>	End of Year 1
3	Capital Plan (if applicable)	Proposed plan and timeline for capital investments, including: <ul style="list-style-type: none"> <li>Land/property procurement (if necessary)</li> <li>Proposed subcontractors</li> <li>Capital timeline</li> <li>Purpose of capital improvements</li> <li>Plan for Hub operation during capital improvements</li> </ul>	End of Year 1
4	De-identified, client - level data	Client-level information such as: <ul style="list-style-type: none"> <li>Date enrolled in program</li> <li>Client demographics, such as race, gender and age</li> <li>Services provided</li> <li>Length of participation in program</li> </ul>	Quarterly
5	Operational costs status report	Financial reports	Twice per year
6	Implementation report	Report on challenges to implementing and growing the program; status of solutions; outputs	Quarterly
7	Outcome data	Data on various outcomes as requested by external evaluator	Quarterly or twice per year

In addition, selected applicants will be required to coordinate regularly with a third-party evaluator contracted with ISLG. Selected applicants will be required to provide the evaluator with requested program and process information as requested by the evaluator and/or ISLG.

### Appendix 3: Provision of Wraparound Supports/Opportunities by Lead Applicants and Partner Providers

Applicants will be prompted to complete this form online in the CJII Application Portal as one step of the application process. Applicants should not recreate this form in their written submission, although they may speak to information in the form in the Program Narrative section of the application, as appropriate. Applicants should indicate (A) whether each support/opportunity is currently provided by the applicant and/or a partner provider; (B) whether it will be provided by the applicant, partner provider, or not at all if the applicant is funded; (C) the partner provider who will provide a particular support/opportunity, if “partner provider” is selected in column “B”; and (D) the number and percentage of clients anticipated to receive each support/opportunity through the Hub. The form is included here to ensure that applicants are aware of the information they will need to gather to complete the form online in the CJII Application Portal.

Wraparound Supports/ Opportunities	A. Currently Provided by Lead Applicant and/or Partner Provider?		B. Support/Opportunity will be Provided by: Lead Applicant, Partner Provider, or Will Not be Provided			C. Partner Provider to provide support/opportunity, if applicable	D. Number/ Percent Expected to Receive Support/ Opportunity
	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Employment and workforce development opportunities	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Education support/training, inc. awareness of and response to learning challenges	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Mentorship and relationship-building	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Recreation	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Arts and culture	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Life skills	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Family strengthening support	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Trauma-specific services	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Mental health screening and counseling	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Substance abuse services (including treatment and/or harm reduction)	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Health education	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Community service	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Housing assistance and placement	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Legal advocacy and access to benefits	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Civic engagement and leadership	Y	N	Lead Applicant	Partner Provider	Will not be Provided		
Other appropriate supports/opportunities	Y	N	Lead Applicant	Partner Provider	Will not be Provided		

**Appendix 4: Partner Provider Information Worksheet**

Applicants will be prompted to complete this form online in the CJII Application Portal, as one step of the application process. Applicants should not recreate this form in their written submission, although they may speak to information in the form in the Program Narrative section of the application, as appropriate. Applicants should provide the following information on each of the partner providers expected to deliver services/opportunities as part of a Hub. Any providers identified in Column C of *Appendix 3* should be included in this table. The form is included here to ensure that applicants are aware of the information they will need to gather to complete the form online in the CJII Application Portal.

1. Name of partner provider	2. Contact person and information (i.e., phone, email, address) for partner provider	3. Location and service area of partner provider	4. Length of time the partner provider has been in operation	5. Types of supports/opportunities currently offered by the partner provider	6. Types of supports/opportunities that will be provided through the partner provider, if funded	7. Number of clients served in previous calendar year for supports/opportunities identified in column 6	8. Length of time the partner provider has provided supports/opportunities identified in column 6	9. Annual operating budget for FY 2014, 2015, and 2016

**Appendix 5: Sample 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**

**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**

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 41<sup>st</sup> Street  
New York, NY 10036  
Attn: General Counsel

with copies to:

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

and

Institute for State and Local Governance  
10 East 34<sup>th</sup> 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 34<sup>th</sup> Street  
New York, New York 10016  
Attn: Karen Goldstein, Counsel  
Or by email at [Karen.Goldstein@islg.cuny.edu](mailto: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**

**[CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

**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

Foundation from all claims for payment to the Contractor, its successors, legal representatives and assigns for anything done or furnished under the provisions of this Contract

## **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/regsd/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/regsd/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:

<http://www.nyc.gov/html/mocs/html/procurement/responsibility.shtml>

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

**PART III  
APPENDICES**

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

**APPENDIX A**  
**SCOPE OF SERVICES**

**APPENDIX B**

**BUDGET/FEE SCHEDULE**

## 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 5-RECORDS, 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**

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 books, 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 of 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 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. 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.

D. 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**

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**

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;

2. 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:

1. 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.

2. 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.

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

4. 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 a 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 or on behalf of any employee of the City or other person or entity for 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.

F. 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:  
(if applicable)

\$1,000,000

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.

E. 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.

F. 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.

## Appendix 6: References

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- <sup>2</sup> Benson, P.L., Scales, P.C., Hamilton, S.F., & Sesma, A. (2006). *Positive Youth Development: Theory, research, and applications*. John Wiley & Sons, Inc.
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