



District Attorney
of New York
County

Criminal Justice Investment Initiative

Request for Proposals for Programs and Approaches for Foster Youth Transitioning to Adulthood

No. 007

Expires 01/27/2017

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I. Cover Sheet for Programs and Approaches for Foster Youth Transitioning to Adulthood

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to seek proposals from qualified vendors to **plan and pilot OR scale up innovative programs and approaches for foster youth who are close to transitioning to adulthood or who have recently transitioned to adulthood from the child welfare system (ages 16 to 24)**. Approximately 2,900 young people aged 16 or older are currently in foster care, and roughly 600 young people age out of foster care each year in NYC. These individuals are at significantly elevated risk of criminal justice system involvement and other negative life outcomes. Proposals should address areas of support for this population, such as workforce development and training, educational attainment, housing, and/or other areas to aid transitions out of care.

B. Timeline and Submission Instructions

1. **Release Date of RFP:** September 30, 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, November 4, 2016, at 11:59pm EST**.
3. Answers to all questions will be available as an addendum to this RFP by 11:59pm on **Monday, December 5, 2016**. It will be the responsibility of applicants to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted here: <http://cjii.org/category/opportunities/>.
4. **Proposal Due Date:** Proposal submissions are due on **Friday, January 27, 2017, 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:** Spring 2017

C. Funding and Number of Awards

DANY anticipates total funding to be up to \$5.3 million for the piloting or scaling up of up to three innovative programs or approaches for foster youth who are close to transitioning to adulthood or who have recently transitioned to adulthood from the child welfare system. Implementation (Phase II) funding will be contingent upon approval of the program plan developed during the planning phase (Phase I), with a maximum individual award of \$1.875 million over up to 3.5 years.

D. Contact Information

Questions regarding RFP content should be submitted in writing at <http://cuny-islg.fluidreview.com>. Questions regarding technical difficulties should be sent to cjii@islg.cuny.edu.

II. Key Terms

Administration for Children’s Services (ACS): The Administration for Children’s Services (ACS) protects and promotes safety and well-being of New York City’s children and families by providing child welfare, juvenile justice, and early care and education services.¹

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

CUNY Institute for State and Local Governance (ISLG): ISLG is the technical assistance consultant to DANY for CJII. ISLG will provide input to DANY and guidance to CJII grantees 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.

Permanency: A legally permanent, nurturing family for every child and youth. As defined in the federal Child and Family Services Reviews,^b permanency occurs when: (1) A child in foster care is discharged from foster care to reunification with their family, either a parent or other relative; (2) the child is discharged from foster care to a legally finalized adoption; or (3) the child is discharged from foster care to the care of a legal guardian.

Permanency Planning: Permanency planning involves efforts to achieve permanency for young people with foster system involvement. These efforts may include services that address family issues in an attempt to reunite foster youth with their family; services for families to prevent foster care placement; kinship guardianship (KinGap program) to support permanent placement of youth with relatives; or adoption.²

The Research Foundation of the City University of New York (RFCUNY, or Research Foundation): Under CJII, all funds will be administered through the Research Foundation of CUNY. The Research Foundation is a non-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 for CJII.

Transition to Adulthood: Successful transition from the foster care system to independent living and adulthood, often through intentional efforts, resources and services for foster youth.

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

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

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

^b See <http://www.acf.hhs.gov/cb/monitoring/child-family-services-reviews>

III. Summary of the Request for Proposals

A. Purpose of the RFP

The Manhattan District Attorney's Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient criminal justice system in New York City. Up to \$5.3 million of the CJII fund will be available to fund the *Programs and Approaches for Foster Youth Transitioning to Adulthood* as described in this RFP.

The City University of New York Institute for State and Local Governance (ISLG) is the technical assistance consultant to the Manhattan District Attorney's Office for CJII. ISLG will provide guidance to CJII grantees throughout the lifetime of the initiative. Proposals will be submitted to DANY, which makes all decisions regarding the funding of awardees, and funds will be administered through the Research Foundation of CUNY (Research Foundation).

In 2015, 616 foster youth in NYC "aged out" of the child welfare system,⁵ i.e., they exited foster care without being adopted or parental custody being reinstated prior to turning 21. In 2014, the City of New York instituted annual reporting on housing, education and employment outcomes for foster youth who have aged out of care, acknowledging the need to better understand the myriad issues facing this population.⁶ This follows the federal government's Fostering Connections to Success and Increasing Adoptions Act of 2008 (H.R. 6893) which improves permanency planning by mandating that states notify relatives when young people are removed from parental custody, providing federal funds to states to help more children and youth exit foster care to live permanently with relatives, and requiring transition plan development for those aging out of foster care at least 90 days before their 18th birthday (or older if the state extends care beyond age 18).⁷ DANY seeks to provide additional services for those **who are close to transitioning to adulthood or who have recently transitioned to adulthood from the child welfare system** in order to improve outcomes.

These efforts are especially important given the disproportionate involvement in the criminal justice system of individuals who age out of foster care.⁸ Furthermore, though programs for foster youth who are aging out have become more available across the nation and in New York City specifically,^c gaps in services continue to exist, and outcomes for too many in this population continue to be poor. As such, DANY is seeking proposals from appropriately qualified vendors to **plan and pilot OR scale up innovative programs or approaches for foster youth who are close to transitioning to adulthood or who have recently transitioned to adulthood from the child welfare system (ages 16 to 24)**. (See *Section II. Key Terms* for definitions of permanency planning and transition to adulthood.) Proposals should address areas of support for young people aging out of foster care, such as educational attainment, workforce development, housing, and other efforts to support permanency outcomes (i.e., the achievement of stable, continuous, and reciprocal relationships with adult(s) in a family setting). (See *Appendix 3* for examples of approaches to support young people aging out of foster care.)

^c For instance, see the NYC Human Resources Administration "YouthPathways Concept Paper": http://www1.nyc.gov/assets/hra/downloads/pdf/contracts/concept_papers/2015/july/HRA_YouthPathways_Concept_Paper.pdf

Investments in these approaches are situated within a broader investment strategy for prevention (see cjjj.org for more information on *Youth Opportunity Hubs*; *Family and Youth Development Programs*; and *Community Navigators*) aimed at reducing the likelihood of interaction with the criminal justice system for at-risk youth, improving public safety, and promoting a fair and efficient criminal justice system.

B. Anticipated Contract Specifications

The Manhattan District Attorney's Office anticipates awarding up to three contracts for the piloting or scaling up of programs/approaches. The length of program funding will not exceed 3.5 years, beginning in spring 2017; the anticipated contract term will not exceed 5.5 years, and will include up to two additional years beyond the conclusion of funding for purposes of data sharing and evaluation. Pilot programs/approaches will be eligible for up to six months of Planning (Phase I) and three years of Implementation (Phase II). Programs/approaches which scale up existing efforts will be eligible for up to three months of planning (Phase I) and three years of implementation (Phase II). Funded applicants will be required to provide ongoing performance data (see *Section III.D. Performance Measurement*) to ISLG and possibly to a third-party evaluator. Funded applicants will be required to continue providing performance data for up to two additional years beyond the period of the program funding, as part of their contracts.

The Manhattan District Attorney's Office anticipates that any agreement entered into as a result of this RFP will be with DANY as the contracting party and ISLG as DANY's agent. The contract template is attached as *Appendix 7*. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, DANY reserves the right to enter into contract negotiations at a later date with other providers available to implement the program/approach.

Applicants may apply independently or form partnerships with other organizations to conduct the proposed work. If an applicant engages partner organizations ("Partner Providers") in the work, the applicant will hold the primary contract awarded under this RFP. The applicant will then subcontract with the Partner Provider(s). Only one organization should serve as the official applicant and submit the proposal to DANY on behalf of the partnership/coalition that will conduct the work.

Programs/approaches that receive funding through this RFP must be open to accepting referrals from NYC agencies, to be determined and finalized in the planning phase of program funding, for young adults who belong to the initiative's focus populations.

Programs that receive funding through this RFP must be willing to work with Community Navigators (see *Appendix 4*), which are part of a broader CJII strategy to increase access to services and coordination among service providers. 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

The Manhattan District Attorney's Office anticipates total funding for the program(s) to be up to \$5.3 million (to be spread across all awards), with a maximum individual award of \$1.875 million. **Applicants may not submit or be funded for more than one proposal.**

For applicants proposing to pilot a new program or approach, funding will be divided into Planning (Phase I, \$75,000 maximum), which will last up to six months, and may include (but not be limited to) hiring additional staff, finalizing program plans, and establishing referral streams from city agencies; and Implementation (Phase II, \$600,000 maximum per year), which will last up to three years, and is intended to support full and consistent implementation of the program/approach. Applicants proposing to implement existing programs/approaches are eligible for up to \$75,000 in Phase I funding (up to three months) and up to \$600,000 per year for Phase II funding (up to three years). Phase II (Implementation) funding will be contingent upon approval of the program plan developed during Phase I (Planning).

Funding is anticipated for up to six months for Planning and up to three years for Implementation. However, DANY acknowledges the need for flexibility to account for the variety of factors that can influence the length of the Planning and/or Implementation Phase(s), and applicants may propose a Planning Phase of shorter or longer duration. Regardless of length, funding for the Planning Phase is limited to \$75,000.

D. Performance Measurement

The Manhattan District Attorney's Office is committed to measuring outcomes for all CJII initiatives and disseminating that information so that others may learn from and build on those outcomes. Data gathered by contractors throughout the term will be used to adjust implementation of services. Process measures will be particularly important for helping grantees monitor ongoing performance.

Contractors may be required to coordinate regularly with a third-party evaluator contracted by DANY to examine the effectiveness of the programs/approaches funded through this RFP. Contractors will be required to provide the independent evaluator with program and process information as requested by the evaluator and/or ISLG on a regular basis. These metrics will be finalized during the contracting phase or during the term of any contract awarded from this RFP. (See *Section VI.C. Performance Measurement* and *Appendix 1* for more information about performance measurement.)

IV. Anticipated Scope of Services

A. Background

CJII is committed to supporting impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Targeted efforts to prevent contact with the justice system, including investments to support underserved population groups, particularly

those with elevated risk of criminal justice involvement, are essential to this goal. Individuals with current or past involvement in the child welfare system are one such group.

The point-in-time foster care population in New York City has dropped substantially from 45,000 in 1993⁹ to 22,000 in 2003.¹⁰ Today, fewer than 10,000 young people are in foster care on any given day and approximately 17,000 in care at some point over the course of a year.¹¹ Much of the recent reduction has resulted from increased access to preventive services, allowing more young people to remain safely at home and fewer short-term foster care stays (i.e., fewer than thirty days),¹² perhaps indicating that the population remaining in foster care may represent more difficult cases with longer lengths of stay.

Typically, young people involved in the foster system have been abused and/or neglected,¹³ and oftentimes, a court has ordered their removal from home and placement in a foster home or facility.¹⁴ These types of experiences are traumatic and can lead to an increased risk of involvement with the criminal justice system. A recent study found that, of a group of young people in New York City who were discharged from foster care between the ages 13 and 18 from 2004 to 2006, 15 percent had a jail stay within six years.¹⁵ Another study in upstate New York found that adults who were abused or neglected during adolescence had higher rates of general offending (e.g., theft, robbery), arrest/incarceration, and violent offending than those who did not experience maltreatment in adolescence.¹⁶ As such, foster youth face higher rates of incarceration than the general population. Research across several states found that 7 percent of former foster youth in their early twenties had been in jail or prison in the past year compared to only 0.1 percent of a nationally representative sample of young adults.¹⁷ Once in contact with the justice system, foster youth face exceptional circumstances, including bias in detention decisions¹⁸ and a higher likelihood of detention or jail involvement than their peers with no foster care involvement.¹⁹ Additionally, foster youth oftentimes experience poor outcomes in other areas, such as education and employment.²⁰ For instance, of the foster youth who aged out of the New York City child welfare system in the mid-2000s, one in ten entered a homeless shelter within a year and one in five entered a shelter within three years.²¹ Elsewhere, a study of Midwest foster youth in their early twenties revealed that nearly half were unemployed, almost one in ten had been evicted, and roughly one in fourteen were in prison or jail within a year prior to the study.²²

Foster youth are typically eligible to remain in the foster system until age 21. Those who age out of the child welfare system without a permanent family are at particular risk for poor outcomes, and face challenges in transitioning to independent living. Although the majority of young people who enter foster care in New York City achieve “permanency” through kinship guardianship (i.e., via a caretaker who is a relative), adoption, or reunification with their parents, more than 600 young people in New York City age out of foster care each year without permanent families.²³

Throughout the duration of a young person’s case, Service Plan Reviews, which assess the appropriateness of the person returning to their parents, are completed every six months. According to New York City Administration for Children’s Services *Preparing Youth for Adulthood* plan, preparing for the transition into adulthood should begin at age 14 for foster youth. At this time the foster care agency should connect the young person to education and

employment opportunities; identify a stable living arrangement; ensure that the young person has an adequate support network before discharge, including a caring adult; and help them meet their individual health needs (e.g., substance abuse, mental health, pregnancy needs).²⁴

At age 18, foster youth are legally allowed to exit the child welfare system. However, given what is known about adolescent development, brain science, and the challenges of transitioning to adulthood, ACS and foster care stakeholders work with young people to encourage them not to “sign themselves out of care” at age 18. Yet, some foster youth do choose to exit care. Given the risks that exist for these young people, a specialized ACS unit called the “Supervision to 21 Unit” works with these young people before and after they have exited care in order to support and connect them to resources. These young people also have the option of reentering foster care if that becomes necessary.

In addition, ACS allows young people to remain in foster care beyond age 21 (through an Exception to Policy, or ETP) if, for example, a young person is still finishing college, permanent housing has not yet been identified, or the young person is awaiting placement with the New York State (NYS) Office of Mental Health (OMH) or the NYS Office for People with Developmental Disabilities (OPWDD). The City of New York supports the full costs of maintaining these young people in foster care after age 21 because all state and federal foster care funding ends when they turn 21.

When young people are preparing to discharge from foster care, they are typically placed on “Trial Discharge” status, during which time the individual lives independently while still in the custody of ACS and maintains access to ACS and agency services on an as-needed basis. At least 90 days before final discharge, a social worker must inform the young people in writing of the final discharge date, identify individuals and services that can aid the person, and request furniture and other supplies if necessary.²⁵

Although the process of aging out features several possible points of intervention, planning, and support for foster youth, foster youth frequently encounter struggles to achieving independence. Fifty percent of foster youth who aged out in 2015 had experienced four or more placement moves during their time in foster care.²⁶ The transience experienced by foster youth disrupts schooling, severs support networks, and contributes to poor educational outcomes. Only 15 percent of 8th grade foster youth perform at or above grade level in English or math,²⁷ and of the foster youth 17 and older enrolled in high school in NYC during the 2014-2015 school year, only 23% were on track to graduate.²⁸ As a result, many foster youth find it difficult to obtain stable employment. Although the poor educational attainment among foster youth in general illustrates the critical need for earlier intervention and concerted effort to improve access to higher education, effective support for this population often requires remedial education and pathways to employment not dependent on higher education. Similarly, approaches that address young people’s financial needs (e.g., via stipends; paid internships) in combination with other supports (e.g., to complete one’s high school diploma; to address mental health needs) may best equip them to transition out of care successfully.

In addition to education and workforce challenges, foster youth transitioning to adulthood often struggle to find and maintain stable housing. In a study of young people in the Midwestern U.S.

who had a history of being in foster care and who were 21 years old at the time they were interviewed, 18 percent had been homeless at least once since aging out of foster care between the ages of 18 and 21.²⁹ Another study found that former foster youth experienced more negative housing outcomes in adulthood than their non-foster youth counterparts, including elevated rates of homelessness, less stable housing, increased use of public housing assistance, and poorer neighborhood quality.³⁰

Compounding these systemic barriers to independent living is the varying capacity of foster care agencies with respect to education, employment, and housing services. Additionally, agencies serve an important, primarily protective function: the priorities of caseworkers and agencies are to ensure the immediate well-being of foster youth and finding the young person a permanent home. As a result, many agencies, even if they desire to assist in preparing a young person for adulthood, lack the connections and expertise to adequately do so. As such, greater capacity and expertise in education, workforce, and housing are in particular need.³¹

In recent years, ACS and other partners have committed to several programs and policies to support young people who are close to aging out or who have recently aged out of care (see *Appendix 3*). Nonetheless, given the overrepresentation of former foster youth in the criminal justice system and in other poor outcomes, there is continued need for investment and innovation in young people aging out of foster care, particularly with respect to education, workforce development, and housing support. Extant programs lack the capacity to address the scale of the need, or incompletely address the broad range of needs of this population. **In particular, there is greater need for programs that support financial independence while addressing other critical needs:** young people may be prevented from finishing a high school diploma because of the very real need to earn an income; they may ultimately be unsuccessful in maintaining stable housing because they lack the resources or ability to maintain stable employment. In addition, **there is additional need to support and engage “over-age, under-credit” young people in foster care**—i.e., young people who are far behind their peers academically and need more intensive, tailored opportunities to continue their education.

Research demonstrates a positive return on investment for programs that comprehensively advance academic, social and career skills. Successful and promising approaches provide multiple and flexible pathways for young people, incorporate additional supportive services, and connect young people to supportive adults.³² As noted by the Annie E. Casey Foundation, a continuum of work experiences—“including volunteer and community service, summer and part-time jobs, work-study experiences, internships and apprenticeships — build job-readiness skills, knowledge and confidence. These encompass not just workplace and financial skills, but also the broader ‘soft skills’ of taking responsibility and initiative, working in teams, focusing on problem-solving and learning how to contribute.”

Stable housing is another critical factor in the success of young people exiting foster care. Yet, it remains confounding for many foster youth who have aged out of care, as evidenced by high rates of homelessness among the population.³³ Some innovative housing programs are challenging this systemic barrier by providing subsidized housing, group housing, scattered site housing, and other types of housing in combination with education, employment, and supportive services.³⁴ However, administering such programs is challenging, as funding is limited and

organizations often must draw from and navigate the constraints on multiple sources of funding in order to operate their programs. Child welfare agencies may also fail to make use of available housing programs, or be excluded or discouraged from referring clients to them due to program restrictions on maximum length of stay and preferences to serve families rather than individuals.³⁵ In New York City, foster youth are impeded by long waiting lists for public (NYCHA) housing or, in some cases, prior felony records; moreover, many young people are ultimately removed from public housing because they lack the supportive services to help them address their other needs, including substance use and mental health needs.

This investment seeks to facilitate the piloting or scaling up of innovative programs and approaches to support transitions to adulthood for foster youth. It represents one portion of a continuum of supports for prevention (see cjii.org for more information on *Youth Opportunity Hubs*; *Family and Youth Development Programs*; and *Community Navigators*) funded through CJII.

B. Program Description

This request seeks proposals from vendors to plan and pilot OR scale up innovative transition programs and approaches for foster youth who are close to transitioning to adulthood or who have recently transitioned to adulthood from the child welfare system (ages 16 to 24).

1. **Eligible Programs and Approaches:** Applicants may plan and pilot OR scale up an innovative project that addresses the needs of the focus populations. Programs could be administered by foster youth-serving organizations (e.g., an organization serving primarily foster youth could implement a new employment program) or non-foster youth-serving organizations (e.g., an organization focused employment programs for a broad population could implement a program tailored toward foster youth specifically). For-profits, non-profit organizations^d, and governmental entities are eligible to apply, provided that they meet the other eligibility criteria defined herein. Note that asset forfeiture funds (i.e., the source of CJII funding) cannot be used to fund government staff, however. The types of programs that would help achieve the aforementioned goals include, but are not limited to, those focusing on:
 - a. **Housing**, including but not limited to models that provide:
 - Housing assistance (rent and rent subsidies)
 - Combined housing assistance with case management and mentoring
 - Scattered site apartments (with or without subsidies or stipended rent) and supportive services
 - Onsite programming connected to housing (education, workforce and supportive services), and
 - Group housing.
 - b. **Employment, Education, and Supportive Services**, including:
 - i. Workforce development/support specifically for foster youth, which may:

^d Non-profits without 501(c)(3) status are required to have a fiscal sponsor in place upon proposal submission.

- Provide stipends or subsidize wages for internships or jobs, which are critical to supporting financial independence
 - Provide opportunities for young people with different levels of education, including those without higher education
 - Focus particularly on young people who are under-credit and overage
 - Provide TA to non-foster organizations to work with foster youth
 - Fund education specialists for foster youth organizations, and
 - Provide pathways to employment, including through sectoral job training and placement initiatives (i.e., guaranteed employment following training in a particular sector or industry, or with a specific employer), internships, job placement, and post-placement support and coaching services.
- ii. Educational support for foster youth, including but not limited to approaches that focus on:
- Remedial education to prepare foster youth to complete high school or enroll in higher education
 - Structures to support transitions to higher education, including targeted coordination with higher education programs, counseling, and financial resources to help young people complete their education
 - Supporting foster youth with children to continue their education
 - Reducing truancy and increasing student engagement, and Adult Basic Education and High School Equivalency (HSE) test preparation
 - Support during enrollment in post-secondary education
 - Vocational and training preparation and instruction
 - *Educational Navigators*^e or *Networks* to connect young people to resources and which could be based in school or district offices or local agencies (e.g., to navigate school transitions, mentor, and provide in-home tutoring; use of retired social workers and teachers to connect to young persons' parents).
- iii. Supportive Services, which may include counseling, mental health support, mentoring, case management, life and social skills development, childcare, and other services.

^e Various models of “educational navigators” serve to connect foster youth to resources to support educational success. For example, the College Success Foundation’s Passport Navigator Program in Washington State uses peer mentors to support foster youth in their postsecondary educational career. See <https://www.collegesuccessfoundation.org/wa/supports/college/navigator>

- c. **A Combination of these Approaches**, such as combining housing and supportive services, or combining employment opportunities with pathways to finishing a high school diploma
- d. **Other Programs/Approaches to Advance Permanency Outcomes for Older Youth in Care**, including:
 - Child-specific recruitment/ family-finding strategies,
 - Family permanency pacts (i.e., pledges by non-familial adults to maintain life-long relationships and provide continual support and guidance to foster youth),^f and
 - Approaches to support older youth to achieve permanency through guardianship (KinGap^g) and adoption.

These approaches are not considered exhaustive but rather, are possible ways applicants could address factors known to contribute to poor outcomes among young people aging out of foster care. Other approaches not listed above could also be effective at easing the transition to adulthood and are eligible for funding (see *Appendix 3*). Given that little is known about the effectiveness of interventions with this population, proposals for innovative approaches that are novel to New York City or in general are strongly encouraged.

2. **Mandatory minimum requirements:** Only proposals that serve primarily foster youth transitioning to adulthood or who have recently transitioned to adulthood will be scored, per the Evaluation Procedures specified in *Section VII.A* of this RFP.
3. **Eligible expenses:** A total of \$5.3 million dollars over 3.5 years are available for up to three programs/approaches, with maximum funding per program/approach of \$1.875 million. Funding may be to be used for costs of operating programs for young people aging out of foster care, and may include staff, materials, operations, stipends, rent payments or rent subsidies and other program expenses necessary to meet young people’s needs and accomplish the goals of CJII.

C. Focus Populations

This initiative focuses on *foster youth who are close to transitioning to adulthood or who have recently transitioned to adulthood from the child welfare system*. In New York City, foster youth may exit the child welfare system at age 18, though many decide to stay until age 21, the maximum age at which an individual can remain in the child welfare system unless an Exception to Policy (ETP) is granted by ACS.^h As such, this initiative focuses on individuals aged 16 to 24 years old with current or past foster system involvement. Roughly 2,900 young people aged 16 and older are currently in the foster care system,³⁶ and approximately 600 young people age out each year.³⁷ Proposed programs/approaches should meaningfully serve this population.

Due to the increased risk of involvement with the criminal justice system among foster youth who have aged out of care,³⁸ investments in prevention could have a substantial impact on

^f For example, see <http://rhfdn.org/permanency.php>

^g See <http://ocfs.ny.gov/kinship/kingap.asp>

^h In such instances, a young person can remain in care – e.g., if they are enrolled in college, permanent housing has not yet been identified, or the young person is awaiting placement with the New York State (NYS) Office of Mental Health (OMH) or the NYS Office for People with Developmental Disabilities (OPWDD).

improving public safety and promoting a fair and efficient criminal justice system. In addition, transition programs/approaches could benefit youth and families across the city by providing more structured education, employment, housing, and other opportunities. Other CJII investments are intended to complement these programs/approaches (see cjii.org for more information on *Youth Opportunity Hubs*; *Family and Youth Development Programs*; and *Community Navigators*).

D. Goals and Objectives

The goal of this investment is to support programs or approaches that seek to improve outcomes for young people aging out of foster care. The investment will aim to achieve this goal through the piloting or the scaling up of programs or approaches that support foster youth transitioning to adulthood, including those related to educational attainment, workforce development, housing, and other forms of support for foster families/youth. Programs/approaches should be or aim to be trauma-informed when appropriate for the populations to be served (programs/approaches that are not currently trauma-informed may be provided technical assistance). Outcomes may include, but are not limited to:

- Reduced use of residential facilities (e.g., shelters) and justice/mental health facilities
- Reduced rates of entry and reentry into the criminal justice system
- Improved rates of educational attainment
- Improved rates of placement into stable employment
- Reduced rates of homelessness and improved housing stability
- Increased rates of permanency for older youth.

V. Deliverables

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

VI. Proposal Content and Format

Applicants are asked to structure their submission in multiple parts, listed below. Each lettered item (except item *H. Proposal Formatting and Length Requirements*) should be included as a separate document, which applicants will upload to the CJII Application Portal.

A. Cover Letter

The cover letter should provide a brief description of the proposed program/approach, the focus populations and neighborhood(s); and indicate whether the proposed program or approach is a new program or an expansion of an existing program/approach; the amount of and number of years of funding the applicant is seeking; and give basic information (e.g., location, contact

information) about the applicant. The cover letter should be signed and dated by an authorized representative of the applicant.

B. Program Narrative (15 page maximum)

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

1. **Program Design:** Applicants must plan and pilot OR scale up a program or approach that supports young people transitioning to adulthood, including with regard to educational attainment, workforce development, housing, or other forms of support. All applicants should discuss the elements below as they relate to the program or approach for which they are seeking funding.
 - a. **Program activities:** What activities will the program/approach entail (e.g., counseling for foster families, employment training/placement, mentoring, financial education, housing support)? How will these activities lead to improved outcomes? How do these activities expand beyond the provider's existing services and which gaps do they address? Which gaps will remain unaddressed even if CJII funding is awarded? (For example, an applicant's workforce development program may remain limited in its ability to provide adequate housing support for higher-needs young people.) How do these activities expand beyond existing services in the city, and which needs do they address? Although applicants may propose to deliver discrete education, employment, or supportive services, those that provide a comprehensive approach to education, employment, and supportive services for foster youth are preferred.
 - b. **Program models, best practices, and evidence base:** Has the program/approach been evaluated and demonstrated to be effective? If not, describe the literature, theories, and/or evidence that suggest the program or approach would be effective. Applicants should also indicate whether or not the program/approach employs trauma-informed approaches, if appropriate. If so, describe how they are integrated into the program model. If not, is the applicant willing to work with a TTA provider to adopt trauma-informed practices?
 - c. **Focus population, inclusion/exclusion criteria, and catchment area:** What are the program-specific focus population, inclusion and exclusion criteria, and catchment area? What specific age range will the program serve? In addition, what specific neighborhood(s) will the proposed program serve, if any? What are the boundaries of the catchment area? Why was the focus neighborhood(s) chosen? How is the proposed intervention appropriate or necessary for the focus population? How will foster youth and community members be involved in the design and refinement of the program?
 - d. **Outreach and engagement:** How will the applicant conduct outreach to focus populations (including biological and/or foster parents/families and/or their children, if applicable and when appropriate)? How will the applicant identify, recruit, and engage participants that meet inclusion criteria? Do applicants have existing partnerships with city agencies and

providers, including for referral purposes? How will the applicant identify and recruit participants who meet inclusion criteria? Applicants should speak to the extent to which their proposed services are culturally and linguistically appropriate for the focus population, especially given the disproportionate representation of young people of color in the foster population. This could include identifying elements of program design that allow for flexibility and tailoring of the program/approach based on clients' backgrounds, and key staff members who have specific expertise to serve the focus population(s).

- e. **Numbers served:** How many clients does the program plan to serve in each year of the initiative? Is there a minimum or maximum number of individuals within this population that the program/approach could serve? Would the program be able to expand services if the demand existed? If yes, how would the program go about doing this?
 - f. **Program dosage:** What is the proposed length of the program/approach (e.g., number of sessions and over what length of time)? What is the duration and intensity of each session/visit (if applicable)? What constitutes program completion/exit?
 - g. **Planning and Implementation:** Detail the process through which the applicant intends to plan (if applicable) and implement a program for young people transitioning to adulthood from foster care. Provide a timeline that outlines the major milestones of the Planning (for applicants proposing new/innovative or promising programs/approaches) and Implementation Phases and how they align with program goals. The timeline should also stipulate key staff responsible for each milestone and denote milestone completion by month or quarter. As indicated in *Appendix 2. Deliverables*, the applicant will produce a program plan at the conclusion of the Planning Phase (I) (if applicable), which is to be approved before release of funds for Implementation (Phase II).
2. **Sustainability:** Applicants should consider sustainability in the design and implementation of the program/approach and address steps they will take to increase the likelihood of sustainability following the end of grant funding. Applicants should discuss with as much specificity as possible the government agencies and other organizations they believe might fund the program/approach in the future to extend their overall impact.

C. Performance Measurement (3 page maximum)

Applicants should present their current capacity and proposed methods for collecting performance data (see *Appendix 1* for more information on performance measurement). All selected applicants will be required to provide data on performance measurement to ISLG and/or the initiative's third-party evaluator. In addition, grantees implementing or expanding a promising or innovative program or approach may be required to coordinate regularly with a third-party evaluator contracted by DANY to examine the effectiveness of their program or approach. Initial metrics will be finalized during the contracting phase and may be subject to change during the grant term, after discussion among all parties, based on programmatic implementation concerns, availability of data, and/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 in *Appendix 1*);
2. Anticipated process, output, and outcome measures for each objective for each quarter of the first year of the Implementation Phase (sample information is included in Exhibit 1 in *Appendix 1* only as an example);
3. Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the budget 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 who lack capacity for performance measurement and data collection may be offered assistance by CUNY ISLG to comply with this funding requirement.

D. Organizational Capacity (8 page maximum)

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

Applicants should specifically address the following:

1. Resources that the applicant would use to provide the services, including number of all permanent full-time staff members, facilities, volunteers, and technology (if applicable).
2. Basic information about any Partner Providers/subcontractors (if applicable), including a description of their role in the proposed program/approach. For what portion of the program/approach would the subcontractor(s) be responsible? Refer back to the Program Narrative, as appropriate.
3. Description of any resource or referral directory (if applicable, e.g., of other providers in the neighborhood or city and to which clients are referred) maintained by the applicant, current use, and staff resources needed to maintain the directory.
4. Description and evidence of community/neighborhood ties. Identify any partnerships with other service providers (e.g., community-based organizations, religious institutions, schools) and describe the nature of the partnerships.
5. Letters of support/commitment from city agencies, consultants, subcontractors, and/or other funders, as appropriate. Letters should be addressed to DANY and submitted as a single file in the CJII Application Portal. Note that applicants do not need and should not request letters of support from ACS.
6. 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.
7. Areas in which training and technical assistance may be needed (e.g., connecting with referral sources, record-keeping/data collection, trauma-informed approaches). Applicants are encouraged to request this assistance so as to improve the

implementation of CJII. CJII funds may be made available to provide training and technical assistance if necessary.

E. Experience (8 page maximum)

Describe the successful relevant experience of the applicant, each proposed subcontractor or consultant (if any), and the proposed key staff in providing the work described in *Section IV*. Applicants should specifically address or include the items listed below:

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 (if applicable) and Implementation of the proposed program/approach. How does the proposed program relate to the applicant's overall mission and services (e.g., a homeless services organization serves all types of individuals but also includes specific programming for young people with experience in the foster system)?
2. Indicate the length of time the applicant has a) been in operation and b) provided services relevant to this RFP.
3. Indicate the number of clients that the applicant has served for similar services in the previous calendar year.
4. List the key program staff and the role(s) each will fill. What are the qualifications for staff in each role? How are key staff supported? To what extent do staff have training and experience in working with individuals from the focus population? Do staff have experience recognizing and responding to individuals with past traumatic experiences? What additional training will key staff need to deliver the proposed program/approach?
5. Attach resumes of the key staff who will be providing the work.

F. Program Budget

Applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed program/approach and overarching goals of the *Programs and Approaches for Foster Youth Transitioning to Adulthood* investment. The budget should include a proposed breakdown of funds for Planning (Phase I), if applicable, and Implementation (Phase II), broken out by year. Funding is anticipated for up to six months for Planning and up to three years for Implementation. However, DANY acknowledges the need for flexibility to account for the variety of factors that can influence the length of the Planning and/or Implementation Phase(s).

The budget should include only the funding requested through this RFP, and not the entire costs needed to operate a program (i.e., if this funding would support only a portion of the costs needed to implement the proposed program/approach). The budget form is included only as an example; applicants may submit budgets in a different format, but their budgets should include at least the sections and information identified in the sample budget form (*Appendix 5*).

This solicitation does not specify a maximum allowable rate or maximum amount for administrative or indirect expenses, but the preferred rate is 17% or below. The applicant should provide justification for the budget and any rate(s) requested, and consider that contract awards will be made to the applicants whose proposals are determined to be the most advantageous by

the evaluation team, taking into consideration the price and such other factors and criteria as are set forth in the RFP (see *Sections VII.B* and *VII.C*).

G. Program Budget Narrative (3 page maximum)

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 program components and activities and outline any assumptions on which the budget is based.

H. Fiscal Sponsorship Documentation (if applicable)

As noted, for-profits, non-profits, and government agencies are eligible to apply. Non-profits without 501(c)(3) status are required to have a fiscal sponsor in place upon proposal submission. In such instances, applicants should state the name of the fiscal sponsor; outline the responsibilities of the fiscal sponsor; and outline their obligations to the fiscal sponsor. Applicants should also submit any fiscal sponsorship agreement. If the applicant has a fiscal sponsor, any fees charged by the sponsor should be included and clearly labeled in the budget.

I. 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.
- Charts, figures, tables, footnotes, endnotes, and references do not need to be double-spaced, but are included in any restrictions on length described below, unless otherwise noted.
- Pages should be paginated.
- Length restrictions:
 - The Program Narrative (*Section VI.B*) should not exceed 15 pages (double-spaced), including any tables and charts. Only the first 15 pages of the Program Narrative will be read and scored by the evaluation team.
 - The Performance Measurement Section (*VI.C*) should not exceed 3 pages (double-spaced), including any tables. Only the first 3 pages will be read and scored by the evaluation team.
 - The Organization Capacity Section (*VI.D*) should not exceed 8 pages (double-spaced), excluding letters of support/commitment and the applicant latest audit report or certified financial statement. Only the first 8 pages will be read and scored by the evaluation team.
 - The Experience Section (*VI.E*) should not exceed 8 pages (double-spaced), excluding resumes of key staff. Only the first 8 pages will be read and scored by the evaluation team.
 - The Program Budget Narrative Section (*VI.G*) should not exceed 3 pages (double-spaced). Only the first 3 pages will be read and scored by the evaluation team.
 - Other sections of the submission are not restricted by length.

- 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 proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

All proposals accepted by DANY will be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined by DANY to be non-responsive may be rejected. An evaluation team selected by DANY will evaluate and rate proposals based on the evaluation criteria described below. DANY reserves the right to conduct site visits and/or interviews and/or to request that applicants make presentations and/or demonstrations, as they deem applicable and appropriate. Although the evaluation team may conduct discussions with applicants submitting acceptable proposals, DANY reserves 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 funding decisions.

DANY reserves the right to fund zero, one, or multiple applicants, based on the proposals received in response to this RFP.

B. Evaluation Criteria

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

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

C. Basis for Contract Award

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

VIII. Appendices

Appendix 1: Performance Measurement

The Manhattan District Attorney’s Office is committed to measuring outcomes for all CJII initiatives and disseminating that information so that others can learn from and build on those outcomes. Also see *Section VI.C* of this RFP.

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; sample information is included in Exhibit 1 only as an example);
2. Anticipated process, output, and outcome measures for each objective for each quarter in the first year of the Implementation Phase (sample information is included in Exhibit 1 only as an example);
3. Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the budget 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 who lack capacity for performance measurement and data collection may be offered assistance by CUNY ISLG to comply with this funding requirement.

Exhibit 1. Performance Measurement Plan

Goal	Objective	Process Measure & Target	Output Measure & Target	Outcome Measure & Target	Data
Goal 1: Improve educational attainment among foster youth	1A. To improve graduation rates of foster youth currently enrolled in high school	<i>Measure:</i> Percent of participants "very satisfied" with the educational support program	<i>Measure:</i> Number of program participants on track for graduation	<i>Measure:</i> Percentage of 22 year-old foster youth with a HS diploma	Surveys; program attendance records; School and district assessments and records
		<i>Year 1, Q1:</i> 85%	<i>Year 1, Q1:</i> 50	<i>Year 1, Q1:</i> 60%	
		<i>Year 1, Q2:</i> 90%	<i>Year 1, Q2:</i> 60	<i>Year 1, Q2:</i> 65%	
		<i>Year 1, Q3:</i>	<i>Year 1, Q3:</i>	<i>Year 1, Q3:</i>	
	1B. To increase rates of high school equivalency certification among foster youth who have dropped out of school	<i>Measure:</i> Percent of participants "very satisfied" with the educational support program	<i>Measure:</i> Number of HS drop-outs making quarterly progress toward equivalency	<i>Measure:</i> Percentage of 22 year-old former foster youth with a HS equivalency	Surveys; program attendance records; School and district assessments and databases
		<i>Year 1, Q1:</i> 85%	<i>Year 1, Q1:</i> 12	<i>Year 1, Q1:</i> 20%	
		<i>Year 1, Q2:</i> 90%	<i>Year 1, Q2:</i> 15	<i>Year 1, Q2:</i> 22%	
		<i>Year 1, Q3:</i>	<i>Year 1, Q3:</i>	<i>Year 1, Q3:</i>	
Goal 2: (Add goals/rows as needed)	2A. (Add objectives/rows as needed)	<i>Measure:</i>	<i>Measure:</i>	<i>Measure:</i>	
		<i>Year 1, Q1:</i>	<i>Year 1, Q1:</i>	<i>Year 1, Q1:</i>	
		<i>Year 1, Q2:</i>	<i>Year 1, Q2:</i>	<i>Year 1, Q2:</i>	
		<i>Year 1, Q3:</i>	<i>Year 1, Q3:</i>	<i>Year 1, Q3:</i>	
		<i>Year 1, Q4:</i>	<i>Year 1, Q4:</i>	<i>Year 1, Q4:</i>	

Appendix 2: Deliverables

All grantees will be required to submit regular deliverables throughout the term (see table below 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	Detailed plan for program roll-out based on research and planning undertaken during Phase I	Within 1 year of a signed contract
2	De-identified, client--level data	Client-level information such as: <ul style="list-style-type: none">• Date enrolled in program• Client demographics, such as race, gender and age• Risk assessment outcome• Services provided• Length of participation in program	Quarterly
3	Operational costs status report	Financial reports	Twice per year
4	Implementation report	Report on challenges to implementing and growing the program; status of solutions; outputs	Quarterly
5	Outcome data	Data on various outcomes as requested by ISLG and/or external evaluator	Quarterly or twice per year

Appendix 3: Approaches to Support Foster Youth Transitioning to Adulthood

Current ACS and other NYC initiatives to address the needs of foster youth transitioning to adulthood include:

Employment, Education, and Supportive Services

- *Young Adult Internship Program Plus*: A partnership between ACS and the NYC Department of Youth and Community Development (DYCD) to provide internship opportunities for young people involved in the foster care and juvenile justice system.ⁱ
- *HRA YouthPathways*: Aims to increase educational attainment, provide wraparound supports, and provide workforce training and employment opportunities.^j
- *Civil Service Pathways*: A partnership between ACS and the NYC Department of Citywide Administrative Services (DCAS) that assists foster youth in entering the civil service sector by preparing them for civil service exams and obtaining the necessary documentation for the exam.^k
- *DYCD Summer Youth Employment Program*: Provides employment and education services in conjunction with mentoring/counseling, and allots some program spots specifically to foster youth.^l
- *Data Match with NYC Department of Education*: A collaboration between ACS the NYC Department of Education to share data so that each agency can best support the needs of individual youth.^m
- *The City University of New York (CUNY) Foster Care Collaborative*: A collaboration among CUNY, ACS, and community-based foster care provider agencies to create/provide/connect youth in foster care that attend CUNY schools to supportive services and programs.
- *TAY (Transition-Aged Youth) Program*: A three-year expansion, funded by a Conrad N. Hilton Foundation grant, of the existing CUNY Start (which provides low-cost remedial instruction and college preparation) and ASAP (Accelerated Study in Associate Programs)ⁿ programs to include additional designated supports specifically for youth in foster care.
- *Guardian Scholars Program*: A program administered by New Yorkers for Children in collaboration with CUNY to provide financial and social-emotional support services to students in foster care that attend John Jay College of Criminal Justice, Hostos Community College, Kingsborough Community College, or Hunter College.^o

ⁱ See N.Y.C. Administration for Children’s Services. (2016). ACS foster care strategic blueprint implementation status report.

^j See http://www1.nyc.gov/assets/hra/downloads/pdf/contracts/concept_papers/2015/july/HRA_YouthPathways_Concept_Paper.pdf

^k See http://www1.nyc.gov/assets/acs/images/content/youth/CSPYP_flyer.jpg

^l See http://www.nyc.gov/html/dycd/downloads/pdf/SYEP2013_Annual_Summary.pdf

^m See N.Y.C. Administration for Children’s Services. (2016). Making Extended Care Work for Foster Youth [Powerpoint slides].

ⁿ See <http://www2.cuny.edu/academics/academic-programs/model-programs/cuny-college-transition-programs/cuny-start/>

See <http://www1.cuny.edu/sites/asap/about/asap-at-a-glance/>

^o See <http://newyorkersforchildren.org/article/nyfc-guardian-scholars-program/>

- *New Yorkers for Children Charles Evans Emergency Education Fund*: Provides former foster youth with money necessary to pursue their educational goals.^p
- *Back-to-School Package*: A program administered by New Yorkers for Children to provide an Amazon gift card, a Metrocard, and a laptop for students in foster care attending college.^q
- *Educational Training Vouchers*: A mixture of federal, state, and city funding that provides foster youth with up to \$5,000 a year for higher education-related expenses;^r
- *Fostering College Success Initiative*: Administered by ACS and funded by the city, this program will offer 12-month on-campus housing in CUNY dorms for youth in foster care and enrolled in Queens College and the College of Staten Island, starting in Fall 2016. Students will also receive a weekly stipend to support college-related expenses and funding to cover fees not fully covered by financial aid.^s
- *Youth Matters Program*: State-funded extension of CUNY Education Opportunity Programs—College Discovery and Search for Education, Elevation, and Knowledge (SEEK)—which provide instructional, financial, and counseling assistance.^t Delivers additional designated support services such as tutoring and counseling to foster youth attending CUNY schools. Similar programs exist through The State University of New York’s (SUNY) Educational Opportunity Program.^u

Housing

- *Housing Academy Collaborative*: Assists youth in submitting housing applications for public and supportive housing; provides career counseling, training on how to negotiate with creditors and how to maintain housing and employment, and other strategies.^v
- *NY/NYIII supportive housing for youth*: Provides on-site and scattered site housing to older foster youth and young people who have recently aged out of care;^w
- *NYCHA Priority Status for youth leaving care*: Grants priority status to youth aging out of foster care on NYCHA applications.^x
- *ACS collaboration with NYC Human Resources Administration (HRA)* to establish a source of income if a young person is not employed prior to being offered supportive or public housing: HRA will provide foster youth with a presumptive budget letter that details the amount of Public Assistance the youth would receive if they were to

^p See <http://newyorkersforchildren.org/article/charles-evans-emergency-educational-fund/>

^q See <http://newyorkersforchildren.org/article/back-to-school-package-program-supplies-for-success/>

^r See <http://www.fc2sprograms.org/new-york/>

^s See N.Y.C. Administration for Children’s Services. (2016). ACS foster care strategic blueprint implementation status report.

^t See <http://www2.cuny.edu/academics/academic-programs/seek-college-discovery/college-discovery-overview/#1456941895762-97719d77-4419>

See <http://www2.cuny.edu/academics/academic-programs/seek-college-discovery/seek-overview/#1456940566409-92fc620b-7459>

^u See <https://www.suny.edu/attend/academics/eop/>

^v See <http://www1.nyc.gov/site/acs/youth/housing.page>

^w See <http://www1.nyc.gov/site/acs/youth/housing.page>

^x See <http://archive.advocate.nyc.gov/housing-guide/B/1>

apply. The letter serves as an “income placeholder” for youth who are offered an apartment and need to establish a source of income.^y

^y Carrión, G. (2016). *Making extended care work for foster youth* [PowerPoint slides]. Provided by N.Y.C. Administration for Children’s Services to ISLG on August 5, 2016.

Appendix 4: Description of Community Navigator Pilot

As part of CJII, DANY is making investments to ensure that people receive services to support positive outcomes and prevent any future contact with law enforcement. Therefore, DANY is investing in a pilot program to create Community Navigators, which will connect individuals to resources and services they need to prevent future crime and re-victimization in order to make a strong impact on public safety over a long period of time.

The Community Navigator pilot will begin to develop a network of trained peers and social workers—Community Navigators—to work with individuals to locate, connect, and engage with services they need. Navigators will be mobile and meet people where they are and serve as the bridge to guide individuals across different systems, city agencies, and organizations to ensure they are connected with the services and resources that meet their needs and achieve their goals. Additionally, Community Navigators will have the opportunity to participate in an educational fellowship program that will allow them to advance their education and support their career development through meaningful work in social service fields.

A managing entity will be responsible for managing the Community Navigator pilot (including recruiting, hiring, training, and managing individuals to work as Community Navigators) and the fellowship program. The managing entity will also collaborate with city agencies and community-based service providers to explore needs and to facilitate cooperation and coordination among stakeholders.

During the pilot, Community Navigators will focus on working in East Harlem with survivors of domestic violence and with young people (ages 14 to 21) who are at risk of becoming involved in the justice system. After the pilot, the network of Navigators will expand to other Manhattan neighborhoods that experience many factors that have an impact on crime. Navigators will also work with survivors of other types of crime as well as youth and adults who are involved in the justice system and people returning to neighborhoods from incarceration.

Community Navigators are independent of programs funded through this RFP. They are, however, likely to have interaction with programs funded through this RFP as part of their work connecting individuals to the services they need. Community Navigators will identify and connect with individuals from various city and social service agencies. They will connect those individuals with the services they need. Those services may be found within one or several agencies or organizations. The Community Navigator will work with individuals to determine what is needed, help them figure out how to access the services, work with them to make appointments (if necessary or desired), and accompany them to those appointments (if necessary or desired).

Programs funded under this RFP *may* be asked to receive and process referrals from Community Navigators. Funded programs will also be encouraged to refer clients, as appropriate, to work with Community Navigators to support their ancillary needs.

Programs funded under this RFP *may* be asked to share client information with Community Navigators and the managing entity to facilitate program implementation. The managing entity will also ensure that the process and procedures for sharing client information among the various

stakeholders will be informed by best practices in working with survivors of crime and with individuals at risk of violence. The Community Navigator pilot and initiative will comply with all federal, state and city legal requirements including those of the Health Insurance Portability and Accountability Act (HIPAA).

Appendix 5: Sample Budget Form

The budget form in Exhibit 2 is included only as an example. Applicants may submit budgets in a different format, but their budgets should include at least the sections and information identified in Exhibit 2.

Exhibit 2. Sample Budget Form

Budget Category	Per unit cost	FTE*	Planning	Year 1	Year 2	Year 3	TOTALS
Program Director							
Other Program Staff (1)							
Other Program Staff (2)							
Other Program Staff (etc)							
Total Personnel			\$ -	\$ -	\$ -	\$ -	\$ -
Other Non-Personnel Expenditures (1)							
Other Non-Personnel Expenditures (2)							
Total Non-Personnel			\$ -	\$ -	\$ -	\$ -	\$ -
<i>Subtotals</i>			\$ -	\$ -	\$ -	\$ -	\$ -
<i>Indirect Costs**</i>							
Total			\$ -	\$ -	\$ -	\$ -	\$ -

*FTE - Include percentages for personnel who are not 100% funded under this initiative. For example, the Program Director for all courses may only dedicate 15% of time to the program or approach.

**Denote the percentage IDC used

Appendix 6: References

- ¹ New York City Administration for Children's Services. (2016). *About ACS*. Retrieved September 1, 2016, from <http://www1.nyc.gov/site/acs/about/about.page>
- ² NYC Caregiver. (2006). *Permanency planning*. Retrieved December 3, 2015, from http://www.nyc.gov/html/caregiver/grandparenting_2f.html
- ³ Substance Abuse and Mental Health Services Administration. *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach*. HHS Publication No. (SMA) 14-4884. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014.
- ⁴ National Center on Domestic Violence, Trauma, and Mental Health. (2013). *Thinking about trauma in the context of DV advocacy: An integrated approach*. Adapted from Harris and Fallot, 2001.
- ⁵ New York City Administration for Children's Services (ACS). Foster care discharges of youth 12 and older. Strategic Management Report. Provided by ACS to ISLG on August 5, 2016.
- ⁶ New York City, New York, Law number 2014/046 (effective September 30, 2014).
- ⁷ Fostering Connections to Success and Increasing Adoptions Act of 2008, 42 U.S.C. §1305 (2015).
- ⁸ Courtney, M.E., Dworsky, A., Lee, J.S., & Rapp, M. (2010). *Midwest evaluation of adult functioning of former foster youth: Outcomes at age 23 and 24*. Chicago: Chapin Hall at the University of Chicago
- ⁹ Peak, C. (2015, November 25). Removing children from abusive situations at home isn't always the answer. This is. *NationSwell*. Retrieved from <http://nationswell.com/nyc-successfully-reduces-foster-care-population/>
- ¹⁰ Citizens' Committee for Children of New York. (2016). *Foster Care Population* [Table]. Retrieved from <http://data.cccnewyork.org/data/table/28/foster-care-population#28/49/1/a/a>
- ¹¹ New York City Administration for Children's Services (ACS). *New York City children in foster care and children receiving preventive services, 1996-2015*. Provided by ACS to ISLG on August 5, 2016.
- New York City Administration for Children's Services (ACS). (2015, August). *Flash* [PDF document]. Retrieved from http://www.nyc.gov/html/acs/downloads/pdf/statistics/Flash_August_2015.pdf
- ¹² New York City Administration for Children's Services (ACS). (2012). *Administration for Children's Services* [Fact sheet]. Retrieved from <http://www.nyc.gov/html/ops/downloads/pdf/mmr/acs.pdf>
- ¹³ ABC News. (2013). *Facts on foster care in America* [Fact sheet]. Retrieved from <http://abcnews.go.com/Primetime/FosterCare/story?id=2017991&page=1>
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Appendix 7: Contract Template

PART I

On this day, [DATE],[NAME OF CONTRACTING PARTY] (“Contactor”) [ADDRESS OF CONTRACTING PARTY], and the Office of the District Attorney, New York County (“DANY”), One Hogan Place, New York, New York, 10013, 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) the 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”).

SPECIFIC TERMS AND CONDITIONS

1. Commencement Date and Term

- 1.1 The Contract will commence on {DATE} (the “Commencement Date”) and run for __ years from that date.
- 1.2 DANY, in its sole discretion, may renew this Contract [insert # of renewals] for a period of [insert # of years] for each renewal. DANY, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Contract after the exercise of all of the options to renew shall not exceed _____ (__) years. All renewals shall be on substantially the same terms and conditions contained in the Contract.
- 1.3 The period from the Commencement Date to the later of (a) _ years from the Commencement Date or (b) the final date of any term of renewal, shall be referred to as the “Term” of the Contract.

2. Parties

- 2.1 Office of the District Attorney, New York County (“DANY”)
- 2.2 The Contractor: _____

3. DANY’s Agents

By separate agreements (“Agreements”), DANY has made the Research Foundation of the City University of New York (“Research Foundation”) and the City University of New York’s Institute for State and Local Governance (“ISLG”) its agents for the purposes of administering this Contract. As long as the Agreements are in effect, Research Foundation shall serve as fiscal administrator, and ISLG as technical administrator, of the Contract, as

further set forth in Parts II and III of the Contract. In the event either Agreement is terminated, DANY shall provide prompt notice to Contractor of such termination, and all references in this Contract (with the exception of any such references in paragraph (F) of Appendix C) to the party or parties whose Agreement has been terminated (*i.e.*, Research Foundation or ISLG) shall be read to refer instead to DANY or any other agent DANY appoints, in DANY's sole discretion; and provided further that in the case a Data Use Agreement is required as contemplated by paragraph (F) of Appendix C, such Data Use Agreement shall continue to govern the treatment of Data and PII, as such terms are defined in Appendix C.

4. **Notices**

All notices and permissions required hereunder shall be directed as follows:

4.1 **Notices to DANY:**

District Attorney of New York County
One Hogan Place
New York, New York 10013
Attn: _____

With copies to:

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

and

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

4.2 **Notices to Contractor:**

Attn:

5. **Execution**

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.

**DISTRICT ATTORNEY
OF NEW YORK COUNTY**

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

1.01 Scope of Services

Contractor shall provide the services and all other items and deliverables set forth in the Scope of Services attached hereto as Appendix A (“the Services”).

1.02 Budget

The budget for the Services is attached hereto as Appendix B (“the Budget”). Contractor may request modifications to the Budget in the format directed by ISLG. Modifications shall be deemed approved only if agreed upon in a writing signed by Contractor and ISLG.

1.03 Invoices

A. Timing and Format. Contractor shall submit an invoice, addressed to the Research Foundation, on the 15th of the month for the preceding month. Contractor shall submit invoices no more than monthly. Each invoice must be accompanied by appropriate substantiating documentation in accordance with the Scope of Services and the Budget (Appendices A and B, respectively). Each invoice must be in the format indicated in the sample invoice attached hereto as Appendix H, and must include the information contained in that sample invoice.

B. Final Invoice. The final invoice shall be submitted by Contractor within thirty (30) days of the expiration of this Contract, unless another 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 Research Foundation’s discretion. 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

C. Address for All Invoices. All invoices must be sent to:

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

Invoices should not be sent directly to ISLG or to DANY.

1.04 Payment and Release

Contractor shall be paid an amount not to exceed _____ for all services satisfactorily provided under the Contract, in accordance with the Payment Schedule indicated in the Scope of Services attached hereto and invoiced as indicated above. The acceptance by Contractor of any payment made on the final invoice under this Contract shall terminate any obligation on the part of DANY and its agents for any additional payments to Contractor, and shall release DANY and its agents from any and all claims for payment to 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

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 under which it bid 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 ISLG within a reasonable time thereof, but in no event more than five (5) days after such change. Failure to inform ISLG of such change in a timely manner will be deemed a material breach of this Contract and could result in termination of this Contract.

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 Contractor and any other person or entity.

2.03 Program Eligibility

Except where expressly set forth in the Scope of Services, Contractor represents and warrants that eligibility for receipt of 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.

2.04 No Fees

Contractor further represents and warrants that no person who receives Services from Contractor pursuant to this Contract 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.

2.05 Conflict of Interest

Contractor represents and warrants that, to the best of its knowledge, this Contract is not, and does not give rise to, a related party transaction as defined in section 102(a) of the Not for Profit Corporation Law.

ARTICLE III — SUBCONTRACTING

3.01 Contractor's Right to Enter Certain Subcontracts

Contractor may enter into subcontracts to fulfill its obligations under the Contract. All such subcontracts must be approved by ISLG, and Contractor shall provide ISLG a copy of any subcontract. The work performed by any subcontractor pursuant to such a subcontract must be in accordance with the terms of the Contract. Nothing contained in the contract between Contractor and any subcontractor shall impair DANY's rights under the Contract, and in no event shall a contract between Contractor and any subcontractor relieve Contractor of any of its responsibilities, duties and liabilities under the Contract.

3.02 No Contractual Relation Between any Subcontractor and DANY

Nothing contained in the Contract or in any contract between Contractor and any subcontractor shall create any contractual relation between any subcontractor and DANY, *except that* any subcontract must provide that the subcontractor will comply with all provisions in the Contract relating to deliverables, data-sharing, fiscal procedures, books and records, personnel and facilities, contract assignment, modification and termination, insurance and indemnification, intellectual property rights and publications, and all provisions set forth in Articles X and XI of this Contract, and that DANY may enforce those provisions directly against the subcontractor as if DANY were a party to the subcontract.

3.03 Contractor's Liability for Acts of Subcontractors and Their Agents

Contractor shall be responsible for the acts and omissions of all subcontractors with which it contracts, and of persons either directly or indirectly employed by any such subcontractor, to the same extent that Contractor is responsible for its own actions and for the acts and omissions of any persons directly employed by it.

3.04 Right of Revocation of Subcontracts

ISLG may revoke its approval of any subcontractor if it determines that revocation is in DANY's best interest. Such revocation must be in writing, with no less than ten (10) days' notice unless a shorter period is warranted. Upon the effective date of such revocation, Contractor shall cause the subcontractor to cease all work under the subcontract. DANY shall not incur any further obligation for services performed by such subcontractor pursuant to this Contract beyond the effective date of the revocation. DANY shall pay for services provided by the subcontractor in accordance with this Contract prior to the effective date of revocation.

ARTICLE IV—DELIVERABLES AND DATA SHARING, USE AND LIMITATIONS

4.01 Deliverables and reports

Contractor shall submit the deliverables and periodic reports required by this Contract in accordance with the Scope of Services 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 ISLG.

4.02 Data Tracking and Reporting

Contractor's rights and obligations with regard to data reporting and use are set forth in Appendix C.

4.03 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 Contract. Contractor agrees: (a) to keep Confidential Information strictly confidential; (b) not to disclose Confidential Information without ISLG's prior written consent; and (c) not to use Confidential Information for any purpose other than performing its obligations under this Contract.

4.04 Publicity

Prior written approval from ISLG is required 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 Contract, 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 Contract.

Any public materials issued by Contractor that relate or refer to the work performed or data collected under this Contract must state, in a prominent place: "*[Program name] is funded [in part] by the New York County District Attorney's Criminal Justice Investment Initiative (CJII). For more information on CJII please visit: www.cjii.org.*"

ARTICLE V— FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

5.01 Limitation on use of funds

A. Proper purposes. Contractor's expenditure of any funds that Contractor obtained pursuant to this Contract must be 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 such use is included in the Budget.

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

5.02 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.

5.03 Recoupment of disallowances, improperly incurred costs and overpayments

A. Right to reimbursement or set-off. DANY may, at its option, either (i) require Contractor to reimburse DANY or (ii) withhold, for the purposes of set-off, any monies due to Contractor under this Contract. The set-off may be 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 on this Contract or any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Contract.

B. Failure to spend funds. If Contractor fails to spend funds for any part of the Budget within the time indicated therein (i.e., the fiscal year unless otherwise indicated) or at the level of expenditures indicated therein, DANY reserves the right, in its discretion, to recoup any funds advanced and not spent. If Contractor fails to spend funds in the budget, DANY reserves the discretion to reduce the budget going forward to account for the expected future level of expenditures.

5.04 Maintenance of Books and Records

The parties' rights and obligations with regard to the maintenance of books and records are set forth in Section 1 of Appendix D.

5.05 Retention of Books and Records

The parties' rights and obligations with regard to the retention of books and records are set forth in Section 2 of Appendix D.

5.06 Inspection

A. Records Inspection. The parties' rights and obligations with regard to records inspection are set forth in Section 3 of Appendix D. Contractor will assist DANY and

its agents in exercising DANY's rights pursuant to Section 3 of Appendix D, at no additional cost.

B. Site Inspection. Contractor shall permit DANY, or ISLG, or both, 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. Contractor shall not be entitled to final payment until Contractor has complied with any request for inspection or access given under this Section.

5.07 Audit

A. Right to Audit. The parties' rights and obligations with regard to audits are set forth in Section 4 of Appendix D.

B. Disclaimer of Opinion. A Disclaimer of Opinion included in any audit of Contractor's records relating to any contract between Contractor and either Research Foundation or DANY shall be grounds for termination of this Agreement.

ARTICLE VI—PERSONNEL & FACILITIES

6.01 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.

6.02 Maintenance of Skilled Staff

Contractor shall maintain sufficient personnel and resources to perform all of its obligations under this Contract.

6.03 Screening of Staff and Responsibility for Screening

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, Contractor will undertake the fingerprinting of applicants, employees and volunteers, in accordance with instructions from ISLG.

6.04 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, Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by 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 legally-mandated reporting of abuse, such as to the New York State Central Registry (SCR).

6.05 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.

6.06 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. Contractor shall be solely responsible for the safety and protection of all of its agents and employees.

ARTICLE VII—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

7.01 Assignment

Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or of Contractor's rights, obligations or duties, except with the prior written consent of DANY. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

7.02 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 email from DANY.

7.03 Termination; Postponement; Suspension

A. At DANY's discretion. DANY shall have the right, upon thirty (30) days prior written notice, to postpone, delay, suspend or terminate the Contract or any part thereof which Contractor is engaged to perform, at any time and for any reason. 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. DANY shall have the right immediately to 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 DANY, Contractor shall be paid allowable costs up to and including the date of termination.

ARTICLE VIII—INSURANCE AND INDEMNIFICATION

8.01 Insurance

Contractor shall, at its expense, at all times during the terms of this Contract, maintain insurance in the amounts and coverage as set forth in Appendix E. 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 DANY is obtained. Each insurance policy will name DANY, the Research Foundation and ISLG as additional insureds, and will contain a clause requiring the insurer to give DANY, the Research Foundation, and ISLG at least 30 days prior written notice of any alteration in the terms of such policy or cancellation. Contractor shall provide to DANY, the Research Foundation, and ISLG evidence of such insurance on forms acceptable to DANY, the Research Foundation, and ISLG.

8.02 Hold harmless and indemnification

Contractor shall indemnify DANY, the Research Foundation, and ISLG against, and hold DANY, the Research Foundation, and ISLG harmless from, any and all claims, actions, proceedings, expenses, damages, or liabilities, including reasonable attorneys' fees and court costs, resulting from the intentional and/or negligent acts, fault or default of 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 DANY, the Research Foundation, and/or ISLG by Contractor.

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 DANY, the Research Foundation, and ISLG to the fullest extent that is allowed by the law that limits Contractor.

ARTICLE IX—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

9.01 Rights in data and copyrights

Except for any pre-existing intellectual property used by Contractor and all PII as such term is defined in Appendix C of this Contract, all copyrightable works (including but not limited to reports, compilations of data, software or pictorial or graphics) created or prepared by 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 DANY and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by DANY. To the extent that any such copyrightable works may not, by operation of law, be works for hire, Contractor hereby assigns to DANY the ownership of copyright in such items and DANY 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 Contractor). Contractor agrees to give DANY or its designees all assistance reasonably required to perfect such rights. All PII as defined in Appendix C to this Contract shall remain the property of Contractor, subject to the Data Use Agreement contemplated in paragraph (F) of such appendix.

9.02 Publication

Contractor agrees to consult with ISLG 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 DANY's patent rights. Proposed publications based on the work performed pursuant to this Contract shall be submitted to ISLG for review thirty (30) days prior to publication. ISLG shall have thirty (30) days from receipt to review the publication and to advise of any changes or for filing for patent protection. If DANY wishes to file for patent protection, Contractor agrees to delay publication for up to ninety (90) days from receipt of the publication.

9.03 Infringement

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

Article X-MISCELLANEOUS

10.01 Equal Employment Opportunity.

The parties' rights and obligations with regard to the provision of equal employment opportunities are set forth in Appendix I.

10.02 Order of precedence.

In the event of a conflict among the terms of the Contract, the following order of precedence will apply:

- (1) Parts I and II
- (2) Appendix A
- (3) Appendix B
- (4) Appendix F
- (5) Appendix G
- (6) Appendix C
- (7) Appendix D
- (8) Appendix I
- (9) Appendix E, and
- (10) Appendix H.

10.03 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 or Federal court located in New York State, New York County.

10.04 Notices

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

10.05 One Year Limitation

No action may be asserted against DANY, Research Foundation, or ISLIG, 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 by the earliest of (a) the final date on which such action might be asserted as a matter of law, or (b) one year after the final payment to Contractor, or (c) one year after the termination or expiration of this Contract.

10.06 Non-waiver clause

Any failure or delay of DANY in exercising or enforcing the strict performance of any of 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 DANY of any provision of this Contract shall be deemed to have been made unless set forth in writing and signed by DANY.

10.07 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.

10.08 Entirety of Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior contemporaneous agreements, negotiations, representations and proposals (whether oral or written) among the parties or between any of them.

10.09 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.

ARTICLE XI--ASSURANCES and CERTIFICATIONS

11.01 Civil Rights and Equal Employment Opportunity

Contractor will comply with (a) 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.

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.

Contractor 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.

In the event of Contractor's noncompliance with the Civil Rights and Equal Employment Opportunity clause of this Contract, or any of the rules, regulations, or orders recited therein, this Contract may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by DANY.

11.02 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.

11.03 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.

11.04 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. Contractor agrees to notify ISLG immediately if it has cause to believe that any applicable data received or prepared under this Contract may have been obtained by an unauthorized person as defined in the Act and that Contractor will consult with ISLG prior to, during and after any required notifications. Contractor agrees to be solely responsible for any required notifications and agrees to indemnify DANY and its agents against any damage due to a breach of security caused by Contractor.

11.05 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 ISLG. In the event Contractor fails to notify ISLG, this Contract will terminate as of the date of such debarment,

suspension, ineligibility and/or voluntary exclusions, and such failure to notify is considered a material breach of this Contract. In the event Contractor or its principals 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.

11.06 Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (“prohibited entities list”) of “persons” who are engaged in “investment activities in Iran” (defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Contractor certifies that it is not included on the prohibited entities list. Contractor further certifies that it will not contract with any organization that is identified on the prohibited entities list. If at any time Contractor or an organization it contracts with is added to the prohibited entities list it shall immediately notify ISLG.

11.07 VENDEX

If applicable, Contractor certifies compliance with the New York City Administrative Code regarding VENDEX registration requirements and shall provide a copy of the VENDEX questionnaire to ISLG. 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>

PART III
APPENDICES

APPENDIX A	SCOPE OF SERVICES
APPENDIX B	BUDGET
APPENDIX C	DATA OBLIGATIONS AND RESPONSIBILITIES
APPENDIX D	SPONSOR RECORDS, AUDITS AND INVESTIGATIONS
APPENDIX E	INSURANCE REQUIREMENTS
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APPENDIX A
SCOPE OF SERVICES

APPENDIX B

BUDGET

APPENDIX C

DATA OBLIGATIONS AND RESPONSIBILITIES

- A. At ISLG’s direction, Contractor will provide to ISLG, its subcontractor(s), agent(s), or designated third-party evaluator(s) (i) aggregate data regarding services and other items provided by Contractor pursuant to this Agreement, and/or (ii) non-Personally Identifiable Information (“PII”) regarding individuals who apply for or receive services pursuant to this Agreement, (collectively “Data”) for purposes of monitoring Contractor’s performance.
- B. Except as set forth in paragraph (F) below, no PII shall be provided by Contractor.
- C. 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 period in which it provides services pursuant to this Agreement and will continue to provide Data afterwards, for a period to be determined, not to exceed three (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 two (2) years before the services funded under this Agreement commenced. In such case, a specific period for which the Contractor must provide Data shall be specified in the Scope of Services (Appendix A) or the Contractor’s Proposal (Appendix F).
- D. Contractor agrees to provide Data related to specific performance metrics and outcome metrics that will be specified in the Scope of Services (Appendix A). The specific metrics will be determined based on program content and the availability of Data, and may be subject to change during the term of the Agreement; all metrics will relate to the general measurement areas outlined in the RFP.
- E. Contractor understands that information about the Contractor and/or the program – including but not limited to Data provided by the Contractor – may be included in public research products and communications materials, such as reports, publications, or presentations. All Data and research findings will be reported at the aggregate level. For clarity, no PII concerning program participants or applicants will be disclosed.
- F. If PII are required for the implementation and/or evaluation of a program, a Data Use Agreement will be negotiated and agreed upon by Contractor and ISLG, which shall govern the treatment of all PII. At a minimum, such an agreement shall outline provisions and protections related to the following: a) data transfer; b) data storage; c) use of data; d) disclosure of data; e) research products and communications materials; and f) data destruction. In the event that Contractor provides PII to ISLG pursuant to such a Data Use Agreement, ISLG shall not disclose any PII to DANY.

APPENDIX D

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

1. Books and Records

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 the Contract.

2. Retention of Records

A. Contractor agrees to retain all books, records, and other documents relevant to this Contract, including those required pursuant to Section 1, for six years after the 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 the 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.

B. 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.”

C. 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).

3. Inspection

A. At any time during the Term or during the record retention period set forth in Section 2, DANY, as well as City, State and Federal auditors and any other persons duly authorized by DANY shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of Contractor pursuant to the Contract. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of Contractor kept pursuant to this Contract shall be subject to immediate inspection, review, and copying by DANY and its agents without prior notice and at no additional cost to DANY or its agents. Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse DANY for expenses associated with the out-of-City inspection.

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, 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 Contractor not redact client borough and zip code. If Contractor maintains and provides access to such redacted or uniquely identified records, Contractor is not obligated to provide access to any records pursuant to this Appendix 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 Contract, provided that withholding such documents does not impede DANY's or its agents' abilities to ascertain that contracted-for services have been rendered in accordance with this Contract.

C. Notwithstanding the above, 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 DANY or its agents 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 Contract.

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

4. Audit

A. This Contract and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Contract, 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, (ii) DANY, Research Foundation, and ISLG, (iii) the State, (iv) the federal government, and (iv) other persons duly authorized by DANY. Such audits may include examination and review of the source and application of all funds, regardless of the source of the funds.

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, 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 Contractor not redact client borough and zip code. If Contractor maintains and provides access to such redacted or uniquely identified records, 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 DANY, withhold from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges where disclosure of such documents would interfere or impair the provision of services under this Contract, provided that withholding such documents does not impede the ability of DANY or ISLG to ascertain that contracted-for services have been rendered in accordance with this Contract.

C. Audits by the City, including the Comptroller, and DANY are performed pursuant to the powers and responsibilities conferred by the Charter and the Administrative Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Administrative Code.

D. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by DANY, its agents, or the Comptroller in the exercise of any of their lawful powers.

E. Contractor shall not be entitled to final payment until Contractor has complied with the requirements of this Section.

5. No Removal of Records from Premises

Where performance of this Contract involves use by 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, 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 ISLG. Upon the request by ISLG at any time during the Contract or after the Contract has expired or terminated, Contractor shall return any City books, records, documents, or data that has been removed from City premises.

6. Electronic Records

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

7. Investigations Clause

A. Faithful cooperation. Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by DANY or its agents, or 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. Unlawful Refusal to Testify. 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 when lawfully compelled to do so, in a proceeding concerning this Contract, DANY 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. If the hearing is adjourned at the request of any party to the hearing other than DANY, DANY may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without incurring any penalty or damages for delay or otherwise.

C. Penalties. The penalties that may attach after a final determination by DANY may include but shall not exceed:

1. Disqualification. 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. Cancellation or termination. The cancellation or termination of any and all such existing contracts, leases, permits or licenses that the refusal to testify concerns.

D. Factors to Consider in Assessing Penalties. In assessing an appropriate penalty, DANY shall consider the factors set forth in paragraphs (1) and (2) below and may also consider, if relevant and appropriate, the factors set forth in paragraphs (3) and (4) below, in addition to any other information that DANY believes may be relevant and appropriate:

1. Good faith efforts at cooperation. 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. Status of the person who refused to testify. 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 or interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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

4. The effect of the penalty. 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, provided that the party or entity has given actual notice to DANY upon the acquisition of the interest, or at the hearing called for in Paragraph B 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.

E. Definitions

1. License or permit. The term "license" or "permit" as used in this Appendix shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. Person. The term "person" as used in this Appendix shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. Entity. The term "entity" as used in this Appendix shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through DANY, or otherwise transacts business with DANY.

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

F. Failure to Report Solicitations from City Employees. In addition to and notwithstanding any other provision of this Contract, DANY may in its sole discretion terminate this Contract upon not less than three (3) days written notice in the event Contractor fails promptly to 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 Contract by Contractor, or affecting the performance of this Contract.

8. Confidentiality

A. Contractor’s obligations of confidentiality. Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, Contractor under this Contract. Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of ISLG. 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 Contractor uses to preserve the confidentiality of its own confidential information.

B. Certain obligations with respect to personal identifying information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph C of this Section, 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 DANY would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that Contractor provides advance notice to ISLG, in writing or by e-mail, that it intends to disclose such reports, information or data and ISLG does not inform Contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

C. Definition of personal identifying information and further obligations. Contractor shall provide notice to ISLG within three (3) days of the discovery by Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by 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 Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to ISLG of such steps.

D. DANY’s rights in the event of a breach of security. In the event of such breach of security, without limiting any other right of DANY, DANY shall have the right to withhold further payments under this Contract 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. DANY 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. DANY or ISLG shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at DANY's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.

E. Access to confidential information. Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. 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 Contract.

F. Return of confidential information. At DANY's request, Contractor shall return to ISLG any and all confidential information in the possession of Contractor or its subcontractors. If Contractor or its subcontractors are legally required to retain any confidential information, Contractor shall notify ISLG 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. Contractor shall confer with ISLG in good faith regarding any issues that arise from Contractor's retaining such confidential information. If DANY 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 2.

G. Breach. A breach of this Section shall constitute a material breach of this Contract for which DANY may terminate this Contract. DANY 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 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, 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 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, 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 F

CONTRACTOR'S PROPOSAL

APPENDIX G

RFP

APPENDIX H

SAMPLE INVOICE²⁶

Name of CJII Initiative: _____

Date: _____

To: Name: Research Foundation of CUNY
Address: 230 West 41st St., 7th Floor, New York, NY 10036

From: Contractor name _____
Contractor mailing address: _____
Phone number: _____
Contract number: _____
Contract period: From: _____ To: _____

Invoice number: _____
Invoice amount: _____
Current period start date: _____
Current period end date: _____

Cost	Amount for current period	Cumulative from inception
PERSONNEL		
FRINGE BENEFITS		
TOTAL PERSONNEL COSTS		
TRAVEL		
OTHER		
TOTAL DIRECT COST		
INDIRECT COST		
TOTAL COSTS		

²⁶ Contractor shall be paid in the manner set forth in the Scope of Services, Appendix A, for all services and all other items and deliverables satisfactorily provided.

APPENDIX I

EQUAL EMPLOYMENT OPPORTUNITY

A. This Contract 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 contract will be awarded unless and until these requirements have been complied with in their entirety. 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 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 Contract 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. Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, DLS impose any or all of the following sanctions:

- a. Disapproval of Contractor; and/or
- b. Suspension or termination of the Contract; and/or
- c. Declaring Contractor in default; and/or
- d. 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 may result in DANY declaring Contractor in breach of this Contract.

D. Contractor agrees to include the provisions of the foregoing paragraphs in this Appendix I 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 and vendor. 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 Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

E. 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 Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Appendix I 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.