Criminal Justice Investment Initiative

Request for Proposals for an Evaluation of the Center for Trauma Innovation

No. 26
Expires Friday, February 19, 2021
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I. Cover Sheet

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to solicit proposals from applicants for an evaluation of the Center for Trauma Innovation (see original CTI solicitation here).

Beginning in Fall 2020 and through at least April 2024, the New York County District Attorney’s Office (DANY) is committing funding under its Criminal Justice Investment Initiative (CJII) to establish the Center for Trauma Innovation (“CTI”) in Northern Manhattan, which will provide healing and trauma services; offer technical assistance (TTA) to city agencies, community-based organizations, and community members; and establish a Learning Community to share findings from, and inform the work of, the CTI. All operations related to the CTI will be subject to the evaluation funded through this solicitation.

This solicitation reflects DANY’s broad commitment to data-driven decision-making and aims to inform the research and practice field in New York and beyond. The primary goals of the evaluation are to understand how the CTI is implemented, including the process of establishing each of the CTI’s key components (i.e., Direct Care, TTA, and Learning Community); specific factors that affect CTI implementation; lessons learned and recommendations for future implementation of the CTI; and the impact of the Direct Care and TTA components of the CTI on clients, participants, and other relevant populations.

B. Timeline and Submission Instructions

1. **Release Date of RFP:** Monday, December 14, 2020
2. **Questions:** Questions about this RFP and/or the CTI may be submitted in writing to cjii@islg.cuny.edu. Questions and requests for clarification must be submitted by 11:59pm EST on Wednesday, January 13, 2021.
3. Answers to all questions will be available as an addendum to this RFP by 11:59pm EST on Friday, January 29, 2021. It will be the responsibility of the proposers to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted alongside the RFP here: https://cjii.org/category/opportunities/.
4. **Proposal Due Date:** Proposal submissions are due Friday, February 19, 2021, at 11:59pm EST. Proposals should be submitted to cjii@islg.cuny.edu.
5. Failure to submit a proposal by the due date and time will result in the proposal being considered non-responsive to this RFP and not considered for an 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:** Summer 2021

C. **Funding and Number of Awards**

DANY anticipates awarding one contract for the evaluation, which would provide up to $600,000 over 3.25 years.
D. Contact Information

Questions regarding RFP content should be submitted in writing to cjii@islg.cuny.edu by the date and time specified above. Questions regarding technical difficulties should also be sent to cjii@islg.cuny.edu.
II. Key Terms

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

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

**CUNY Institute for State and Local Governance (ISLG):** The technical assistance consultant to DANY for CJII. ISLG provides technical assistance to DANY, manages and provides strategic guidance to CJII contractors, and conducts oversight and performance measurement throughout the lifetime of the initiative.

**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 DANY’s fiscal agent for CJII.

**Exodus Transitional Community, Inc:** The entity responsible for implementing the Center for Trauma Innovation. Exodus delivers innovative programming tailored to adults and youth affected by the justice system, and advocates for a society in which all can achieve social, economic, and spiritual well-being.

**Center for Trauma Innovation (CTI):** The Center for Trauma Innovation is an innovative approach to addressing the effects of trauma. The CTI will offer comprehensive, culturally-competent, free services to focus populations primarily in Northern Manhattan; provide training and technical assistance to the community, organizations, and agencies seeking to incorporate and/or enhance trauma-informed and trauma-specific interventions in their work; and establish a Learning Community that supports a vision for safety, healing, and equity in New York City and beyond.

**Trauma:** A disordered psychological or behavioral state resulting from severe mental or emotional distress or physical injury. Individual trauma results from an event, series of events, or set of circumstances experienced by an individual as physically or emotionally harmful or life threatening, and has lasting adverse effects on an individual’s functioning and mental, physical, social, emotional, and/or spiritual well-being.

**Training and Technical Assistance (TTA):** The provision of content or methodological expertise to design or enhance new or existing programming, operations, strategy, or other needs, which can take place over short- or long-term periods and through a broad range of approaches.

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

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\(^1\) These are asset forfeiture funds, derived from settlements with international banks that violated U.S. sanctions.
**Trauma-Specific Services:** Treatment approaches designed specifically to address trauma-related symptoms, trauma-related disorders, and specific disorders of traumatic stress.

**Outcomes:** The results and impact of program activities (e.g., mental health, well-being, criminal justice involvement).

**Outputs:** Measurements of program activities (e.g., number of clients served).

**Process evaluation:** Assesses how a program or approach is being implemented, including with respect to program operation, fidelity of implementation, client experience, and factors that facilitate or hinder successful implementation. Process evaluations illuminate challenges and successes in the implementation of a program or approach, and can also shed light on why program activities may or may not contribute to outcomes.

**Outcome Evaluation:** Assesses whether a program or approach achieves its hypothesized or intended results, in this case with Direct Care clients, TTA participants, or other relevant populations.
III. Summary of the Request for Proposals

A. Purpose of the RFP

The Manhattan District Attorney’s Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Through CJII, DANY has established the Center for Trauma Innovation (see original CTI solicitation here), which supports Exodus Transitional Community, Inc., to offer comprehensive, culturally-competent, healing services in Northern Manhattan; provide training and technical assistance (TTA) to the community, organizations, and agencies seeking to incorporate and/or enhance trauma-informed and trauma-specific interventions in their work; and establish a Learning Community that shares and informs the work of the CTI. Along with other CJII investments, the CTI aims to prevent crime, improve public safety, and reduce involvement in the justice system. This RFP solicits proposals for an evaluation of the CTI.

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 manages the grantees funded under CJII and conducts oversight and performance measurement throughout the lifetime of the initiative. In accordance with these responsibilities, ISLG will oversee the contracting process and ensure the satisfactory completion of the work of the evaluator selected through this RFP. 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).

B. Anticipated Contract Specifications

The Manhattan District Attorney’s Office anticipates awarding one contract for up to 3.25 years for the evaluation of the Center for Trauma Innovation (“CTI”), beginning in late Spring 2021. DANY anticipates that the contract payment structure will be deliverables-based, i.e., payments will be based on the satisfactory completion of deliverables as drafted in Appendix 1 and to be included in the signed contract (see evaluation contract template, Appendix 2). Deliverables will be finalized in the course of contract negotiations (see Appendix 1 for anticipated deliverables) and are expected to include regular status updates. These status updates will serve two purposes: to detail progress and activities in key areas over the prior reporting period, and to articulate a plan to satisfactorily complete contract deliverables during the next work period, given the evolving nature of the CTI’s work. Together with the contract’s list of deliverables, the plan that is approved in each status report by ISLG will describe the work that the evaluator will undertake during the subsequent period.

As provided for in the contract template (Appendix 2), the final report(s) and possibly other deliverables (Appendix 1) will be produced for public dissemination. The evaluator will be required to submit all deliverables to ISLG and DANY for review and comment before they are made public.
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 2. If a 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 conduct the evaluation.

C. **Anticipated Available Funding**

The Manhattan District Attorney’s Office anticipates funding for the evaluation to be up to $600,000.

**IV. Anticipated Scope of Services**

A. **Description of the Center for Trauma Innovation**

DANY is funding Exodus Transitional Community, Inc., to establish a northern Manhattan-based CTI to expand, enhance, and test culturally-responsive, trauma-informed and trauma-specific interventions. The CTI will address the needs of northern Manhattan communities through a nuanced, intersectional engagement focused on emerging adults ages 18-27, as well as LGBTQIA+ people, immigrants and non-citizens, and people who are justice involved.

The CTI will work across three key areas:
1. Direct Care (Client-focused healing services)
2. Training and Technical Assistance (TTA)
3. Learning Community

Through the Direct Care component, the CTI will provide trauma-specific and trauma-informed services for people exposed to primary and secondary trauma. Services will include a range of clinical and non-clinical approaches, including existing, evidence-based interventions and new, innovative methods. Clinical therapeutic services will focus on addressing complex mental health and traumatic symptoms through therapeutic strategies that require specialized training. Services may include a range of individual and group therapeutic modalities, as well as medication. Since there is limited research on clinical approaches that support the focus populations, the CTI will adapt clinical services to the needs of the client and take great care to maintain client relationship and engagement. Non-clinical healing services may be carried out by community-based healing staff and/or clinicians with advanced skills in engaging the focus populations; the CTI may apply clinical theory and practice into these approaches. This work may include individual and group programs, healing-centered recreation/arts/mindfulness activities, peer-support programs, crisis management services, case management, psychoeducation, collaborative referrals, healing events, web-based healing platforms, and more. The CTI will also develop and implement innovative client engagement strategies, as outreach and relationship-building with the focus populations is at the core of the project’s vision. The CTI is expected to serve up to 300 clients in the first year in Direct Care, and up to 600 clients per year in years 2 and 3; clients are expected to engage across multiple years of the CTI.
Through the Training and Technical Assistance (TTA) component, the CTI will provide training support to city agencies and community-based organizations to enhance the range and quality of trauma-informed and trauma-specific practice in New York City, provide robust training to its staff, and engage in intentional information sharing within focus communities. Community education is a critical part of the TTA strategy and will seek to transfer information, skills, and resources to directly affected people to empower individuals and communities to improve their own health, healing, wellbeing, and community. Additionally, the CTI will serve as an incubator for community healers and grassroots healing organizations in northern Manhattan, offering targeted support and micro-grants to expand their reach and capacity to serve the CTI focus populations.

Finally, the CTI will establish a Learning Community to draw on knowledge from experts in the trauma field and to disseminate information from its Direct Care and TTA work across New York City and beyond. The Learning Community will bring together researchers, innovators, practitioners, policymakers, and other experts across sectors dedicated to advancing best practices for serving underrepresented primary and secondary trauma survivors. To enhance the work of the Learning Community, the CTI may host roundtables, conferences, or community events, for example, disseminate information through listervs, webinars, websites/clearinghouses, and so on.

B. Evaluation Framework

This solicitation seeks proposals for an integrated and ongoing evaluation of CTI activities. Given that the CTI will constantly evolve to meet the needs of its focus populations and community, the evaluator must be flexible in its approach and work closely with CTI leadership and staff. The evaluator will provide regular information and iterative feedback on challenges and successes, while also disseminating findings through the CTI’s TTA and Learning Community components.

1. **Eligibility Criteria:** Applicants should have experience conducting program evaluations and research in applied settings, including clinical interventions in particular. Applicants should have experience partnering with community-based organizations to collect and interpret data. Applicants should also have experience conducting research with emerging adults ages 18-27, and preferably, with LGBTQIA+ individuals, immigrants and non-citizens, and/or justice-involved persons. Note that asset forfeiture funds (i.e., the source of CJII funding) cannot be used to fund government staff salaries.

2. **Collaboration and Partnership:** The selected applicant must work closely with ISLG, DANY, and the CTI to conduct the evaluation. Although ISLG will manage the evaluator’s contract and ensure satisfactory completion of deliverables, the evaluator will work closely with the CTI’s Vice President of Operations and will be embedded in the CTI’s day-to-day operations. Accordingly, applicants should propose an evaluation approach that includes significant staff presence at the CTI, on an ongoing basis. Exodus anticipates that an Exodus-funded data analyst will be allocated 70% FTE to the CTI during implementation; this person will be tasked with implementing the CTI’s case management system, ensuring adherence to internal data systems and record keeping, and compiling ongoing performance reports to inform
CTI operations. The evaluator will be responsible for the overall design and approach to evaluation activities, but is expected to work closely with this analyst given their knowledge of, and role in, Exodus’ data practices.

V. Deliverables

The funded applicant will be required to submit regular deliverables throughout the duration of the term of any contract awarded via this RFP. Deliverables will include regular evaluation updates, a more formal report, and regular research products to convey emerging findings from the evaluation of Direct Care and TTA components. Please note that deliverables, frequency, and dates are subject to negotiation. See Appendix 1 for a list of anticipated deliverables.

VI. Proposal Content and Format

Applicants are asked to structure their submission in one composite PDF file with the components indicated below.

A. Cover Letter

The cover letter should indicate that the applicant is applying for funding through this solicitation, and propose an overall cost for the contract term. The letter should provide basic information about the applicant (e.g., location, contact information) and be signed and dated by an authorized representative of the applicant.

B. Evaluation Proposal (12 page maximum)

The evaluation proposal should address the components described below.

1. Process Evaluation Design (suggested: 4 pages)
   a. **Design and Justification of Design.** Applicants should propose a process evaluation design including specific research questions to understand the initiative’s implementation and factors key to the CTI’s success, including with regard to each of the three key CTI components (Direct Care, TTA, Learning Community). The focus of the process evaluation will be on the first two years of the implementation period. Applicants should plan to develop a logic model for the CTI, in order to understand its key components, assumptions, and implementation fidelity.
   b. **Data Sources and Collection.** Applicants should anticipate that they will have access to program-related data (e.g., enrollment, attendance, services received) from the CTI while clients are enrolled in and participating in the Direct Care services. Applicants will also have access to program documents, such as those pertaining to TTA (e.g., training manuals). In addition, applicants should identify additional sources of data (e.g., survey, interviews, assessment tool, administrative data) they propose to collect as part of the evaluation. For each of the proposed data sources, applicants should describe the specific populations (e.g., clients, program staff) from whom the data will be collected; sampling information, as relevant; and how each of the sources
is relevant to the research questions. Applicants should also include a research timeline covering the two years of the process evaluation with specific activities (e.g., survey of clients) for each quarter. Applicants should anticipate challenges associated with data collection and reporting (e.g., lack of expertise or software) and how they plan to address them.

c. **Measures.** Applicants should propose key measures or foci as part of their proposals. These preliminary measures will be finalized with feedback from Exodus, ISLG, and other relevant stakeholders during the planning period of the evaluation. Sample measures/foci are included below:

- Volume of clients served
- Client satisfaction
- Client demographics
- Program responsiveness
- Dosage
- Barriers to accessing CTI services
- Quality of relationships between clients and CTI staff
  - Trust
  - Openness
- Degree to which non-clinical services are trauma-informed
- Quality of TTA offerings
  - Responsiveness to TTA needs
  - TTA participant satisfaction
- Reach and breadth of Learning Community
- Fidelity to CTI design

2. **Outcome Evaluation Approach (suggested: 5 pages).** The evaluator should propose an outcome evaluation approach that facilitates the evaluation of selected Direct Care and TTA activities. Because these components are likely to evolve throughout implementation and be adapted to various populations, applicants should propose an overall framework for how they will approach assessing the impact of these components.

a. **Direct Care.** Applicants should describe how they will approach the evaluation of individual healing activities provided to CTI clients. These may include specific clinical or non-clinical interventions as well as outreach and engagement strategies with the focus populations.

- How will the evaluator identify the Direct Care components appropriate for evaluation?
- How will the evaluator incorporate comparison individuals/populations, if any? What considerations will guide the determination of whether a comparison population is warranted?
- How will the evaluator assess change among clients?
- What does the applicant expect some of the key outcomes for Direct Care clients to be?
- How will the evaluator maintain rigor involved in assessing clinical interventions/models in an applied setting such as the CTI?

b. **TTA.** Applicants should describe how they will approach the evaluation of individual TTA offerings.
• How will the evaluator identify the TTA components appropriate for evaluation?
• How will the evaluator assess the effectiveness of individual TTA offerings?
• What does the applicant expect some of the key indicators of success for TTA offerings to be?

3. **Participatory Design (suggested: 2 pages)**
   a. *Design.* Applicants should describe how populations served by the CTI will be involved in the research design (e.g., which activities, at which frequency, for which duration) and/or research approach. How will clients be involved in identifying the outcomes, instruments, and other key aspects of the evaluation?
   b. *Innovation in Research.* Applicants should describe how they will define and measure trauma, healing, and other outcomes in an informed way. Applicants should speak to current shortcomings in the field with regard to understanding trauma and healing (e.g., whose voices are amplified; whose experiences are documented; how narrowly or widely trauma is defined), and how they will address these issues in their measurement approach.

4. **Publication and Dissemination Strategy (suggested: 1 page).** Applicants should propose a plan for reporting on the findings of the evaluation, both as deliverables to DANY/ISLG, and also as part of the CTI’s Learning Community. Anticipated deliverables, including publications, are listed in *Appendix 1*. Key written deliverables are expected to include status updates as described in III. B, above (a template of which will be provided by ISLG), a process evaluation report, and research products conveying the emergent findings regarding the impact of selected Direct Care and TTA components. In addition, the applicant is expected to provide regular updates to project stakeholders in written and oral formats. Deliverables will be finalized in the course of contract negotiations.

C. **Organizational and Staff Capacity (3 page maximum)**

Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in *Section VI*. Specifically, applicants should address the following:

1. Resources that the applicant would use to conduct the evaluation, including partnerships (if applicable), the number of staff members, the proportion of each staff member’s time that would be dedicated to the evaluation, and technology (if applicable).
2. Description of the applicant’s ability to collect and analyze data for the evaluation (as described in *Section VI.B*), such as interviews, surveys, focus groups, observations, document review, and other methods.
3. Description of the applicant’s plan to embed staff at the CTI, including frequency and duration of engagement at the CTI throughout the evaluation period.
4. Letters of support/commitment from city agencies, consultants, subcontractors, and/or other funders, as appropriate. Letters should be addressed to DANY.
5. 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.

The Organizational and Staff Capacity section should not exceed three pages (double-spaced) total, excluding letters of support/commitment and a copy of the applicant’s latest audit report or certified financial statement.

D. Experience (3 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 VI.B. 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 conducting the evaluation. How does the proposed evaluation relate to the applicant’s overall mission and services?

2. Describe the applicant’s experience working with emerging adults ages 18-27. In addition, describe the applicant’s experience working with LGBTQIA+ populations, immigrants and non-citizens, and/or justice-involved persons.

3. Describe the applicant’s experience partnering with community-based organizations to collect and interpret data, and to inform program operations, including any specific experience with Direct Care and/or TTA activities.

4. Describe the applicant’s experience collecting and analyzing data as part of process and outcome evaluations. Describe specifically the applicant’s experience conducting research on clinical interventions, including any experience in applied settings.

5. Describe the applicant’s experience communicating research findings to academic, policy, practitioner, and/or general audiences.

6. List the key program staff and the role(s) each will fill. What are the qualifications for staff in each role? Do staff have experience related to the populations and/or types of services to be included in the evaluation?

7. Attach resumes of key staff who will be involved in the evaluation.

The Experience section should not exceed five pages (double-spaced) total, excluding resumes of key staff.

E. Evaluation Budget

Applicants should provide a budget outlining their proposed use of funding. The budget must include a proposed breakdown of funds for the evaluation, broken down by year.

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 proposal 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).
F. Evaluation Budget Narrative (2 page maximum)

Applicants should provide a budget narrative that corresponds to the budget. The Evaluation Budget Narrative should link the proposed costs to the proposed evaluation components and activities and outline any assumptions on which the budget is based. Applicants should specify the types of expenses included as indirect costs, and describe how they determine whether to charge an expense as an indirect versus a direct cost. Applicants should also describe funding needs on an annual basis over the length of the funding period (funding may vary by year).

The Evaluation Budget Narrative should not exceed three pages (double-spaced) total, including any tables and/or charts.

G. 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.

H. 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. Applications submitted with single spacing will be converted to double spacing, and the length restrictions specified below will be applied to the documents reformatted for double spacing.
- 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 Cover Letter (Section VI.A) is not restricted by length.
  - The Evaluation Proposal (Section VI.B) should not exceed 12 pages (double-spaced), including any tables and charts. Only the first 12 pages of the Evaluation Proposal will be read and scored by the proposal evaluation team.
  - Section 1 and 2 of the Organizational and Staff Capacity Section (VI.C) should not exceed three pages (double-spaced). Only the first three pages will be read and scored by the proposal evaluation team. The letters of support/commitment and the applicant’s latest audit report or certified financial statement are not restricted by length.
  - Sections 1 through 6 of the Experience Section (VI.D) should not exceed three pages (double-spaced). Only the first three pages will be read and scored by the proposal evaluation team. Resumes of key staff are not restricted by length.
  - The Evaluation Budget (Section VI.E) is not restricted by length.
The Evaluation Budget Narrative Section (VI.F) should not exceed two pages (double-spaced). Only the first two pages will be read and scored by the proposal evaluation team.

- The Fiscal Sponsorship documentation (Section VI.G), if applicable, is 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 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 will be rejected. A proposal evaluation team will assess and rate proposals based on the evaluation criteria prescribed below. The evaluation team may conduct interviews and/or 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 reserves the right not to fund applicants based on the proposals received in response to this RFP.

B. Evaluation Criteria

The following criteria will be used to identify the winning proposal, alongside other goals/priorities of CJII and this initiative:
- Evaluation Proposal – 55%
- Organizational and Staff Capacity – 20%
- Experience – 20%
- Budget and Budget Narrative – 5%

C. Basis for Contract Award

The contract award will be made to the applicant whose proposal is determined by DANY to be the most advantageous, taking into consideration the factors and criteria set forth in the RFP (see Section VII.B Evaluation Criteria) and outlined above. The contract award shall be subject to the timely completion of contract negotiations between DANY and the selected applicant.
VIII. Appendices

Appendix 1: Anticipated Deliverables

The contractor will be required to submit regular deliverables to ISLG throughout the term (see *Exhibit 2*). Please note that deliverables, frequency, and dates are subject to negotiation.

*Exhibit 2. Anticipated Deliverables for Applicants*

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<th>#</th>
<th>Name</th>
<th>Description</th>
<th>Frequency/Due Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Evaluation Plan</td>
<td>Detailed plan for the evaluation</td>
<td>Draft (Month 3) and final plan (Month 6)</td>
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<td>3</td>
<td>Program Logic Model</td>
<td>Visual summary of program inputs, activities, outputs, and envisioned outcomes</td>
<td>Draft (Month 10) and final report (Month 18)</td>
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<td>4</td>
<td>Status updates</td>
<td>● Summary of evaluation activities from prior work period</td>
<td>Regularly (Quarterly or Semiannually)</td>
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<td>o Activities/Progress in key areas, including:</td>
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<td>▪ CTI data infrastructure, management, and practices</td>
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<td>▪ CTI component design and modification</td>
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<td>▪ Evaluation study design</td>
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<td>▪ Evaluation study progress</td>
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<td>▪ Evaluation study completion and findings</td>
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<td>▪ Dissemination</td>
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<td>o key successes, setbacks, and challenges (e.g., staff turnover)</td>
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<td>o Changes to approach and corrective action plans (as needed) to address specific challenges</td>
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<td>● Summaries of real-time findings, and on-the-ground themes and information key to CTI implementation</td>
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<td>● Planned activities for next quarter, including with regard to:</td>
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<td>▪ CTI data infrastructure, management, and practices</td>
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<td>▪ Dissemination</td>
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<td>5</td>
<td>Stakeholder updates</td>
<td>Regular, informal meetings to present latest evaluation findings with CTI, DANY, and ISLG</td>
<td>Quarterly</td>
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<td>6</td>
<td>Process evaluation report</td>
<td>● Comprehensive synthesis of findings from the evaluation</td>
<td>Draft (Month 20) and final (Month 24)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>● Recommendations for ongoing/future CTI implementation, as informed by the evaluation</td>
<td></td>
</tr>
</tbody>
</table>


|   | Briefs/Papers summarizing key outcome evaluation findings for Direct Care and TTA components (external-facing) | ● Key findings associated with specific clinical and non-clinical interventions  
● Key findings associated with TTA approaches | Ongoing (to be identified in ongoing status updates) |
|---|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------|
| 8 | Summative report on CTI implementation                                                               | ● Updated findings from the process evaluation report regarding implementation of the CTI  
● Compendium of outcome evaluation findings from specific Direct Care and TTA components | Draft (Month 35) and final report (Month 39)                  |
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AGREEMENT

BETWEEN

[CONTRACTOR]

AND

DISTRICT ATTORNEY OF NEW YORK COUNTY

PART I

On this day, [DATE], [Contractor]. (“Contractor”), [Contractor’s Address], 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 [number] ([#]) years from that date.
   1.2 DANY, in its sole discretion, may renew this Contract once for a period of up to two (2) years. DANY, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of the Contract after the exercise of the option to renew shall not exceed [original term + 2 years]. The renewal 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) [number (#)] 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: [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
Appendix 2: Contract Template

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 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.

4. Notices

All notice 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, NY 10013
Attn: Migdalia Veloz

With copies to:

a. Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: Stuart Ehrlich, Manager, Projects and Related Entities

and

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

4.2 Notices to Contractor:

[Contractor]
[Contractor’s Address]
Attn: [Contact Name and Title]

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

By: ______________________________  By: ______________________________
Name: _____________________________  Name: _____________________________
Title: ______________________________  Title: ______________________________

[CONTRACTOR]

By: ______________________________  By: ______________________________
Name: _____________________________  Name: _____________________________
Title: ______________________________  Title: ______________________________
PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK AND PAYMENT

1.01 Scope of Services

Contractor shall provide the services and submit the deliverables and periodic reports in accordance with the schedule set forth in the Scope of Services attached hereto as Appendix A. Contractor shall further administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as delineated in the Scope of Services and as may be further directed by ISLG and agreed by Contactor (all together, the “Services”).

1.02 Invoices

A. Timing and Format. Contractor shall submit an invoice, addressed to the Research Foundation, for deliverable(s) submitted to and approved by ISLG, within thirty (30) days after receiving approval from ISLG, except for the invoice for the final deliverable, which invoice shall be submitted within sixty (60) days after the final deliverable is approved by ISLG, or on a different schedule agreed on between the Contractor and the Research Foundation. Each invoice must be accompanied by appropriate substantiating documentation in accordance with the Scope of Services and the Fee Schedule (Appendix A). 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 in the Event of Early Termination. 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 7.03 herein.

C. Address for All Invoices. All invoices must be sent by email to the Research Foundation of the City University of New York, Grants and Contracts Department, at CJII@rfcuny.org, with a copy to ISLG at CJII-Invoices@islg.cuny.edu. Invoices should not be sent directly to DANY.

1.03 Payment and Release

Contractor shall be paid an amount not to exceed $[Total Award Amount] for all deliverables satisfactorily provided under the Contract, in accordance with the Fee 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.

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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 Contractor becomes aware of 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 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
Appendix 2: Contract Template

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.

3.05 Service Agreements

A. Contractor, to fulfill its obligations under this Contract, may enter into an agreement with a third party for such third party to provide services ancillary to or not substantially similar to those set forth in Appendix A, the Scope of Services. Such agreement shall be considered a service agreement and not a subcontract. Notwithstanding the foregoing, if such services constitute more than forty (40) percent of the work to be done under the Contract, such agreement shall be a subcontract subject to the terms set forth in sections 3.01 through 3.04 of this Article.

B. Contractor is responsible for vetting the entities with which it enters into service agreements. If a service agreement is for construction services, Contractor must include the following steps in its vetting process:

1. Check references provided (e.g., ask for information regarding whether contractor completed the work on time and on budget)
2. Request drawings and pictures of similar projects completed
3. Obtain appropriate insurance certificates
4. Obtain copies of licenses/certifications
5. Integrity check using at least these publicly available resources:

   a.OSHA https://www.osha.gov/pls/imis/establishment.html
APPENDIX 2: CONTRACT TEMPLATE

b. NYS Tax Warrants
https://www.dos.ny.gov/corps/tax_warrant_search.html

c. Google Search https://www.google.com/


e. School Construction Authority Disqualified list
https://data.cityofnewyork.us/Housing-Development/SCA-Disqualified-Firms

ARTICLE IV—CONFIDENTIALITY AND PUBLICITY

4.01 Confidentiality

“Confidential Information” means any information of a party (including all personally identifiable information) gathered in the course of performing this Contract that is not known to the general public. 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. Confidential Information shall not include (i) information that is in or becomes part of the public domain other than through a breach of this Contract; (ii) information already in the possession of or known to a party, without confidentiality restrictions, prior to its receipt of such information from the other party; (iii) information lawfully obtained from a third party under no obligation of confidentiality to DANY; and (iv) information independently developed by Contractor without reliance on the work performed or data collected under this Contract.

4.02 Publicity

At any time, either during or after expiration or termination of this Contract, Contractor or any of its employees, servants, agents or independent contractors shall submit to DANY and ISLG for their review and comment all statements to the press and material for publication through any medium of communication that draw on the work performed or data collected under this Contract, at least thirty (30) days prior to dissemination of such communication.

DANY and ISLG may, within that timeframe, (1) identify any factual errors or inaccuracies and provide information or corrections in connection therewith; and (2) suggest any additional contextual information that might aid in the interpretation of any findings presented in such communication. Contractor shall consider, but not be obligated to implement, DANY’s and ISLG’s feedback.

If so directed by DANY or ISLG, Contractor shall state in a prominent place in any such communication: “[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.”

Nothing in this Section 4.02 shall be read to limit the obligations imposed on Contractor as set forth in Section 4.01 regarding Confidential Information.
Appendix 2: Contract Template

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 Scope of Work and Fee Schedule.

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 Earn Funds. If Contractor fails to earn any part of its fees within the time indicated in the Fee Schedule (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.
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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. 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 Contract.

ARTICLE VI—PERSONNEL AND FACILITIES

6.01 Key Employees

Contractor shall submit to ISLG an agreed-upon list of key employees, which may include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the financial and programmatic 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 in the program to be evaluated by Contractor as described in Appendix A. 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.
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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 participants in or clients of the program being evaluated by Contractor as described in Appendix A. 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 twenty-four (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.

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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, as determined by DANY.

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 term 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.
Appendix 2: Contract Template

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 personally identifiable information regarding individuals who apply for or receive services pursuant to CJII (“PII”), 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 (“Work Product”) 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 Work Product 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 at DANY’s expense. Contractor shall have a perpetual, non-exclusive, irrevocable, and royalty-free license to use for its charitable purposes, the final, as-is version of the Final Evaluation Report as defined in, and as submitted to DANY by Contractor in accordance with, the Scope of Services. Such license shall not be transferable except with permission from DANY.

For clarity, and notwithstanding anything in the foregoing paragraph to the contrary, Contractor’s rights in and to all data, including PII, and copyrightable works containing data and PII that may be received, created or prepared by Contractor in the course of its work under this Contract, shall be subject to such Data Use Agreement(s) governing the respective data’s collection, management and use, as is contemplated in Appendix A.

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 Confidential Information is being released and for protection of DANY’s patent rights. Proposed publications based on the work performed pursuant to this Contract that contain, or might reasonably be expected to contain, Confidential Information or that implicate, or might reasonably be expected to implicate, DANY’s rights in a patent, 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 necessary to prevent the release Confidential Information 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 notice.
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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 F
4. Appendix G
5. Appendix D
6. Appendix I
7. Appendix E, and
8. 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.
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10.05  One Year Limitation

No action may be asserted against DANY, Research Foundation, or ISLG, 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 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; terrorist 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 Contract 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 E.O. 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 and 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
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Abuse Office and Treatment Act of 1972, as amended (P.L. 92-255); (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616); (g) Americans with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 and 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 under the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended.

In the event of 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 C.F.R, 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 Contractor 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 U.S.C § 7104, as amended, 2 C.F.R. Part 175 (award term for trafficking in persons for grants and cooperative agreements), or F.A.R. regulation at Subpart 22.17; F.A.R. 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,
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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 Section 7.03(B), 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 (the “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 PASSPort (formerly known as VENDEX)

If applicable, Contractor certifies compliance with the New York City Administrative Code
regarding PASSPort (or any successor program) registration requirements and shall provide a copy
of the PASSPort 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 PASSPort
questionnaires are also required for sole sourced contracts valued at $10,000 or more.

More information can be found at: http://www1.nyc.gov/site/mocs/contract/vendors.page
PART III
APPENDICES

APPENDIX A  SCOPE OF SERVICES
APPENDIX B  [INTENTIONALLY OMITTED]
APPENDIX C  [INTENTIONALLY OMITTED]
APPENDIX D  SPONSOR RECORDS, AUDITS AND INVESTIGATIONS
APPENDIX E  INSURANCE REQUIREMENTS
APPENDIX F  CONTRACTOR’S PROPOSAL
APPENDIX G  RFP
APPENDIX H  SAMPLE INVOICE
APPENDIX I  EQUAL EMPLOYMENT OPPORTUNITY
APPENDIX A

SCOPE OF SERVICES
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APPENDIX B

[INTENTIONALLY OMITTED]
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
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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 DANY, 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.
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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.
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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.
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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
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APPENDIX G

RFP
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APPENDIX H

SAMPLE INVOICE\textsuperscript{5}

\textsuperscript{5} Contractor shall be paid in the manner set forth in the Scope of Services, Appendix A, for all deliverables satisfactorily provided.
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**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 R.C.N.Y. § 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:
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1. Disapproval of Contractor; and/or
2. Suspension or termination of the Contract; and/or
3. Declaring Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder 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.