CRIMINAL JUSTICE INVESTMENT INITIATIVE

District Attorney of
New York County

Criminal Justice Investment Initiative

Request for Proposals for Social Enterprises

No. 008

Expires 2/10/2017

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I. Cover Sheet for Social Enterprises

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to seek proposals from qualified applicants to plan and pilot new, or expand or replicate existing, social enterprises serving young people at risk of justice system involvement and reentering/formerly incarcerated individuals in New York City. Social enterprises constitute a promising approach to providing pathways to economic self-sufficiency among young people that are challenged in securing meaningful employment due to limited education and lack of work experience as well as individuals who, upon reentry to the community from incarceration, often face barriers to employment due to a lack of basic education and occupational skills, limited work experience, and a criminal record. Social enterprises funded by CJII should be located in New York City and serve eligible residents of New York City.

B. Timeline and Submission Instructions

1. **Release Date of RFP:** September 30, 2016
2. **Questions:** Questions about this RFP may be submitted in writing at http://cuny-islg.fluidreview.com. Questions and requests for clarification must be submitted by **November 18, 2016 at 11:59 pm EST**.
3. Answers to all questions will be available as an addendum to this RFP by **11:59 pm EST on December 19, 2016**. It will be the responsibility of applicants to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted here: http://cjii.org/category/opportunities.
4. **Proposal Due Date:** Proposal submissions are due by **February 10, 2017, at 11:59 pm EST.** Proposals should be submitted via http://cuny-islg.fluidreview.com.
5. Failure to submit a proposal by the due date and time may result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. **Anticipated Contract Start Date:** Spring 2017

C. Funding and Number of Awards

The Manhattan District Attorney's Office (DANY) anticipates total funding to be up to $7.3 million (to be spread across up to 4 awards for up to 3.5 years) for social enterprises in New York City. Organizations may be funded for piloting, or expanding or replicating an existing, social enterprise in alignment with the goals of this RFP (see Section IV). Funds may be used for operations, training, supportive services, and/or other costs associated with planning and implementation. Applicants may also apply for capital improvement funding if the proposed enterprise has capital improvement needs. DANY reserves the right to fund more than 4 awards.

D. Contact Information

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

II. Key Terms

City University of New York Institute for State and Local Governance (ISLG): ISLG is the technical assistance consultant to DANY for CJII. ISLG provides input to DANY, manages and provides guidance to CJII contractors, and conducts oversight and performance measurement throughout the lifetime of the initiative.

Criminal Justice Investment Initiative (CJII): The New York County District Attorney's Office established CJII in 2014 to invest funds[a] in impactful projects that will 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. DANY established the Criminal Justice Investment Initiative.

Formerly Incarcerated: This term refers to individuals who have been incarcerated for any period of time in a juvenile detention or placement facility, jail, or prison.

Living Wage: This term refers to the wage rate required to meet minimum standards of living in a given community. A Living Wage Calculator is available at http://livingwage.mit.edu/.

Participant: With regard to this RFP, participants are at-risk youth/young adults (ages 16-24) and reentering/formerly incarcerated individuals (ages 16+) in New York City that are to be trained and employed by the social enterprises funded under this RFP.

Quality Jobs: This term refers to a job that, at a minimum, provides a living wage, benefits, and advancement opportunities.

The Research Foundation of the City University of New York (RFCUNY, or Research Foundation): Under CJII, the Research Foundation of CUNY will administer all funds. 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.

Reentry: Reentry is the process of release from incarceration (jail, prison, or juvenile justice facilities) and reintegration into the community.

Social Enterprise: As defined by the Social Enterprise Alliance, a social enterprise is "an organization or initiative that marries the social mission of a non-profit or government program with the market-driven approach of a business."[1] A social enterprise may be administered by a non-profit or for-profit organization.

Trauma: Individual trauma results from an event, series of events, or set of circumstances experienced by an individual as physically or emotionally harmful or life threatening and has

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

lasting adverse effects on the individual's functioning and mental, physical, social, emotional, or spiritual well-being.[2]

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.[3]

III. Summary of the Request for Proposals

A. Purpose of the RFP

The Manhattan District Attorney's Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Up to $7.3 million will be available to fund Social Enterprises (or "enterprises") to:

- Provide meaningful training and career opportunities to young people at elevated risk of negative life outcomes and reentering/formerly incarcerated individuals;
- Provide or connect at-risk young people and reentering/formerly incarcerated individuals to supportive services adept at meeting their individual needs; and
- Generate a positive economic impact in underserved and under-resourced New York City communities.

The City University of New York Institute for State and Local Governance (ISLG) will manage the grantees funded under CJII, and provide oversight and performance measurement throughout the lifetime of the initiative. The Research Foundation of CUNY (Research Foundation) will distribute funds to grantees funded under this initiative.

Social enterprises are well-positioned to spark positive change for individuals and communities through the provision of meaningful training and career opportunities, and the provision of, or linking to, supportive services. DANY is interested in funding organizations to pilot new, or expand or replicate existing, social enterprises across multiple sectors (e.g., technology, food service/culinary arts, carpentry, arts and recreation, social services) that provide quality jobs in New York City, with a particular focus on models that are revenue-generating and facilitate positive economic impact in underserved and under-resourced New York City communities.

Investment in social enterprises contributes to CJII goals of improving public safety and enhancing fairness and efficiency in New York City's justice system by providing quality training and career opportunities to prevent young people at-risk of justice system involvement from entering the criminal justice system and facilitate successful reentry into the community for individuals who have been incarcerated. It also seeks to support these two populations by directly providing, or facilitating meaningful connections to, tailored services such as education, healthcare, or other types of services to support them in leading positive, healthy lives. Additionally, by supporting social enterprises, this investment seeks to spark innovation and build capacity within the growing social enterprise field which can inform future policy and

funding decisions regarding effective workforce programs for at-risk and justice system involved individuals in New York City and nationwide.

B. Anticipated Contract Specifications

DANY anticipates awarding up to 4 contracts for the pilot, expansion, or replication of a social enterprise in alignment with the goals of this RFP in New York City (see Section IV on anticipated scope of services). Applicants seeking implementation funds may also apply for planning funds and/or capital improvement funds. The length of funding (including planning (phase I), if applicable, implementation (phase II), and capital improvement, if applicable) for each contract will not exceed 3.5 years, beginning in spring 2017. Funded applicants will be required to provide ongoing performance data (see Section III.D "Performance Measurement") to ISLG and possibly to a third party evaluator. Funded applicants will be required to continue providing performance data for one year beyond the period of the program funding, as part of their contracts.

DANY 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 managing the initiative. The contract template is attached as Appendix 6. DANY reserves the right to award more than 4 contracts. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, DANY reserves the right to enter into contract negotiations at a later date with other providers who are available to fulfill the services specified in this RFP.

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

Providers that receive funding through this RFP must be willing to work with Community Navigators (see Appendix 4), which are part of a broader CJII strategy to increase access to services and to increase coordination and partnership among service providers. Community Navigators are supervised by a Community Navigator managing entity. Funded applicants may be asked to share participant information with the Community Navigator managing entity and the Community Navigator. They may also be asked to provide programmatic information to the Community Navigator managing entity on a regular basis.

C. Anticipated Available Funding

DANY anticipates total funding for social enterprises under this RFP to be up to $7.3 million (to be spread across all awards for up to 3.5 years). Funding may support the planning and pilot of a new social enterprise, or the expansion or replication of an existing social enterprise. Funding will be divided, where applicable, into planning (phase I), which may include (but not be limited to) market analyses, hiring and training staff, and developing system and community partnerships; and implementation (phase II), which is intended to support the pilot, expansion, or replication of the enterprise. Capital improvement funding is available to support special funding

needs for real estate, construction, and/or major equipment related to the implementation of the enterprise.

Funding is anticipated for six months for planning (phase I) (for those enterprises that warrant a planning period) and up to three years for implementation (phase II) (including capital improvement, if applicable). However, DANY acknowledges the need for flexibility to account for the variety of factors that can influence the length of the planning and/or implementation phase(s).

Grant sizes may vary across awards depending on factors such as the scale of the enterprise, whether it is an expansion of an existing enterprise or pilot of a new enterprise, and whether the enterprise provides supportive services in-house. The maximum planning grant is $75,000. Available annual implementation awards range from $150,000 to $1,000,000 per enterprise, not including capital awards. Up to $2,000,000 total will be available through this RFP to support capital improvement needs.

Enterprises may be funded for operations, training, and/or other costs associated with the pilot, expansion, or replication of a social enterprise in alignment with the goals of this RFP in New York City. In the case of applicants seeking funding for planning (phase I), funding for implementation (phase II) will be contingent upon approval of the implementation plans developed during the planning phase (I). In the case of applicants seeking funding for capital improvement, capital funding will be contingent upon approval of capital plans.

Applicants may not submit or be funded for more than one proposal.

D. Performance Measurement

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

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

IV. Anticipated Scope of Services

A. Background

DANY is committed to investing in workforce programs that provide career training, employment opportunities, and supportive services for individuals at risk of and involved in the justice system as part of a broader effort to improve public safety. Two such populations in particular need of this support are young people at risk of justice system involvement, particularly "disconnected youth," and individuals who are reentering from, or residing in the community following, a period of incarceration. Nearly one in five young people between the ages of 16 and 24 in New York City are disconnected from school and the workforce[4], and although the rate of incarceration among New York City residents has fallen quite significantly in recent years[5], tens of thousands of individuals return to New York City from incarceration in either jail or prison each year.[6]

Young New Yorkers that are unemployed and not connected to school disproportionately reside in high-poverty neighborhoods marked by high levels of adult unemployment and low levels of adult educational attainment.[7] In fact, some New York City neighborhoods have a disconnected youth population as high as 35 percent.[8] These young people—often referred to as "opportunity youth" because they are both seeking opportunity and present an opportunity to our society if we invest in them—are looking to reconnect to school or work, build strong families, and make a difference in their communities, but are stymied by their lack of education and work experience.[9] As a result of being disconnected from the labor market and education system, they are more likely to experience significant educational, economic, and social hardships than their peers, such as low lifetime earnings, poverty, and justice system involvement.[10] Programs that offer meaningful job training and employment pathways can assist in reconnecting these young people to a path to success.

One of the most common and daunting challenges citizens returning from a period of incarceration to New York City communities face is reentry into the labor market. While employment is key to successful reintegration (it is associated with lower rates of reoffending following release from incarceration[11]), barriers, in terms of both the job seeker's experience as well as employer attitudes and policies, make it difficult for formerly incarcerated individuals to secure employment.[12] Some barriers are compounded after a period of prolonged incarceration, including the loss of social contacts that could lead to a job, large gaps in employment, deterioration of job-related skills, and transportation difficulties. However, even after accounting for duration of incarceration and severity of prior criminal involvement, having a criminal record adversely affects subsequent employment and job stability.[13] Given the difficulty faced by formerly incarcerated individuals in finding employment and support networks disrupted by incarceration, programs and services that link them to quality jobs in the community are especially important.

A variety of strategies have been employed to address the employment needs of those at elevated risk of justice system involvement and formerly incarcerated individuals (e.g., vocational training, job training, and subsidized employment). One such strategy is the use of social enterprises. Social enterprises are similar to traditional profit-driven businesses, but they differ in that social enterprises reinvest their profits directly back into the business or the community.[14] As such, social enterprises are an innovative response to the tension between the growing need for social welfare programs and the limited resources available to address these needs.[15] Social enterprises may appeal to at-risk young people and reentering/formerly incarcerated individuals

because of their focus on giving back to their communities. Additionally, social enterprises provide opportunities for individuals to earn a living wage, often provide access to other necessary supportive services, empower individuals through attentive training for skills that may be employed within the job, and cultivate the craft of entrepreneurship itself.[16] Moreover, social enterprises offer an opportunity to produce a positive economic impact within communities that often have limited economic prospects; in this way they can help curb the cycle of poverty and unemployment that can lead to justice system involvement.

B. Goals and Objectives

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

- Providing meaningful career opportunities to young people at elevated risk of negative life outcomes and reentering/formerly incarcerated individuals;
- Providing or connecting at-risk young people and reentering/formerly incarcerated individuals to supportive services adept at meeting their individual needs; and
- Generating a positive economic impact in underserved and under-resourced New York City communities.

The specific goals for the social enterprises solicited in this RFP (which serve CJII's broader goals above) include, but are not limited to:

- Increased attainment of skills, knowledge, and support needed to successfully find and sustain quality employment in the labor market among participants;
- Increased long-term, sustainable employment for at-risk young people and individuals formerly incarcerated in juvenile detention or placement, jail, or prison;
- Reduced justice system entry and recidivism; and
- Improved economic conditions and opportunities in underserved and under-resourced communities.

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

C. Program Description

This request seeks proposals from appropriate applicants for social enterprises located in New York City and serving at-risk young people and/or reentering/formerly incarcerated individuals residing in New York City.

1. **Eligible Enterprise and Approaches:** Applicants may plan and pilot a new enterprise OR expand or replicate an existing enterprise in New York City that trains and employs at-risk young people and/or reentering/formerly incarcerated individuals (see Section IV.D "Focus Neighborhoods and Populations to be Served"). Enterprises could be operated by for-profits, non-profits,[b] or governmental entities, provided they meet the other eligibility criteria defined herein. Note that asset forfeiture funds (i.e., the source of CJII funding) cannot be used to fund government staff.

[b] Non-profits without 501(C)3 status may apply but are required to have a fiscal sponsor in place upon proposal submission.

2. **Enterprise Design:**
    a. Fields of Employment: Social enterprises offering innovative training and/or employment opportunities related to any field of the labor market for which a market analysis suggests there is sufficient demand for employees, including those who lack a bachelor's degree or other higher education credential and those who have a criminal record, are encouraged to apply.
    b. Training: Social enterprises funded through this RFP are expected to provide meaningful job readiness training, as well as on the job training, coaching, and support, for program participants, including essential/soft skills (e.g., time management, prioritization, communication) and hard skills (e.g., coding, food preparation). Applicants with demonstrated capacity to provide training that is trauma-informed, culturally competent, and tailored to the age/developmental life stage of participants are strongly encouraged to apply.
    c. Quality Jobs: Enterprises employing individuals from the populations to be served should propose to provide quality jobs in terms of living wages, benefits, and advancement opportunities. Enterprises are also encouraged to ensure job quality in terms of job security, work schedule, health and safety, and fairness and worker voice.[17]
    d. Supportive Services: Program participants may present with needs across multiple service domains and therefore benefit from support beyond employment training and placement, such as healthcare, mentorship, education, legal assistance, mental health services, or substance abuse services. Applicants must have the capacity to provide, or link program participants to, supportive services adept at meeting their needs. These services can be provided by the organization hosting the social enterprise (i.e., "in-house" approach) and/or made available to participants by the social enterprise organization through referral partnerships with organizations that specialize in supportive services (i.e., "network" approach). Applicants that do not have an established model for directly providing, or linking program participants to, supportive services, must describe their plans to develop and implement one or both of these two approaches.
3. **System and Community Partnerships:** Funded enterprises will be expected to work with appropriate system partners (e.g., state and city agencies) and community partners (e.g., reentry service providers, youth service providers, faith-based organizations, Community Navigators) for referrals and support of the populations to be served. Applicants may be expected to work with other CJII-funded organizations that are serving the same populations and have participants who are seeking employment (e.g., Youth Opportunity Hubs, College-in-Prison Reentry Program; see CJII.org for information).

D. Focus Neighborhoods and Populations to be Served

This funding can be used to support social enterprises that meaningfully serve young people at elevated risk of negative life outcomes and/or reentering/formerly incarcerated individuals in New York City. Enterprises may hire from and operate in any New York City neighborhood, with preference given to applicants hiring from and/or providing services to high-need

communities (i.e., communities marked by high rates of unemployment, poverty, disconnected youth, and/or formerly incarcerated individuals). DANY is interested in funding at least one enterprise that serves at-risk young people and/or reentering/formerly incarcerated individuals residing in Manhattan.

Proposed social enterprise approaches will train/hire individuals from one or both of the following populations:

1. **At-risk youth/young adults (ages 16 to 24):** Enterprises should prioritize training/hiring "disconnected" youth and young adults—young people who are not enrolled in school and who are not employed—residing in New York City. However, enterprises may also train/hire young people residing in New York City who are connected to school and/or employment but experience one or more of the following risk factors:
    - attend under-resourced schools and/or experience academic difficulties;
    - reside in high-stress neighborhoods (e.g., with high poverty, crime, incarceration, and school dropout rates; or with resource deprivation);
    - involved in the foster care or PINS (persons in need of supervision) systems; or
    - have an incarcerated caregiver or parent.
2. **Reentering/formerly incarcerated individuals (16+)**: Enterprises may train/hire individuals in New York City who are soon to be released from, or have been formerly incarcerated in, juvenile detention facilities (NYC ACS custody), juvenile placement facilities (NYC ACS or NYS OCFS custody), jail (NYC DOC custody), or prison (NYS DOCCS custody).

V. Deliverables

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

VI. Proposal Content and Format

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

A. Cover Letter

The cover letter should indicate the proposed type of social enterprise approach; population(s) to be trained/hired; community(ies) to be served; whether supportive services will be provided "in-house" or through a "network" approach; the amount and number of months of planning (phase I) funds sought, if applicable; the amount and number of years of implementation (phase II) funds sought, if applicable; and the amount of capital improvement funds sought, if applicable; and give basic information (e.g., location, contact information, for-profit/not-profit) about the

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

B. Program Narrative (15 page maximum)

Describe in detail how the applicant will provide the services set forth below and achieve the goals of this initiative.

1. **Enterprise Approach:** Describe the proposed social enterprise approach (i.e., pilot, expansion, or replication). How does the proposed enterprise approach expand the provider's existing enterprise(s) or organization, and which social and economic gaps does it address? Which gaps will remain unaddressed even if CJII funding is awarded?
2. **Enterprise Design:** All applicants should respond to the elements below as they relate to the enterprise for which they are seeking funding. If funding is sought for planning, the applicant should identify the initial planning work undertaken to date in each area and the necessary work that remains in order to pilot, expand or replicate the enterprise.
    a. Products/Services: Provide a detailed description of the products and/or services provided by the enterprise, including pricing. Revenue-generating models are preferred but not required. Applicants are encouraged to draw upon a market analysis to demonstrate demand for the products or services they seek to provide. Detail any market research carried out and the industry trends that were identified; provide an overview of major competitors, their strengths/weaknesses, and pricing strategies; detail any results from market testing, if applicable; identify similar types of social enterprises and what can be learned from them. What is the profile of the target customer for this enterprise? What is the plan to reach these target customers, including pricing, customer service, and promotional strategies? What are the routes to market (e.g., how will the enterprise distribute products/services, including e-commerce options)?
    b. Focus population(s): Define the population(s) (i.e., "participants") the enterprise will train/hire (see Section IV.D for a list of admissible focus populations for this RFP). Why is there a need for a social enterprise for this population(s)? How will the enterprise recruit and retain members of this population(s)? How will the enterprise contribute to improved outcomes for this population(s), including sustainable, quality employment?
    c. Focus community(ies): Define the community(ies) where the enterprise will recruit/hire from and the community(ies) where the enterprise will provide its products/services. Please use available data to demonstrate whether any of these communities are high-need communities. Describe, if applicable, the ways in which the enterprise will generate positive economic impact in underserved and under-resourced New York City communities.
    d. Training: Describe the training that will be provided for program participants, including job-readiness and on-the-job training. Describe the essential/soft and hard skills included in the trainings, and any entrepreneurship training provided. Detail the dosage of training provided and the training modalities. How will the training contribute to successful employment at the enterprise and/or in future career opportunities? Describe how trainings are informed by industry/sector trends. Describe the extent to which trainings are trauma-informed, culturally competent, and tailored to the age/developmental life stage of participants; if they

are not, describe plans for developing trauma-informed, culturally competent, and age/developmentally tailored trainings.

e. Quality Jobs: What wages, benefits, and opportunities for career advancement will program participants receive? If current/planned wages, benefits, advancement opportunities are lacking in that they do not reflect a quality job, describe the current/anticipated barriers to enhancing them and any plans to overcome those barriers. If applicable, what other measures are in place/planned to ensure job quality?

f. Operations: How many program participants will be trained each year? How many program participants will be hired each year? How long will participants be employed and are there strong connections with other employers in the sector and/or educational partners to facilitate future pathways for participants? What are the required work conditions (e.g., hours per week, time of day, physical labor)? Provide a description of day-to-day operations at the enterprise.

g. Supportive Services: What supportive services might the enterprise's program participants need to be successful in the workforce? How will staff identify service needs for individual program participants? How will the enterprise address these service needs (i.e., by providing supportive services directly and/or through a referral network)? Describe the "in-house" and/or "network" approach to providing or linking program participants to services.

h. Business Plan (optional): Attach a copy of the business plan for the proposed enterprise, if available. Note, applicants are encouraged to submit a business plan for the proposed enterprise as part of their application if one exists, but a business plan is not required to apply for funding.

i. Revenue & Cost Analysis: Attach a revenue and cost analysis for the proposed enterprise that projects basic revenue and costs over a 5 year period. The analysis should at least include revenue and cost projections for each proposed good/service (i.e., anticipated demand, price of good/service, total revenue, cost of good/service), assumptions on which the projections are based, and other funding sources anticipated over the 5 year period.

3. **Planning and Implementation Timeline**: Provide a timeline that outlines the major milestones of the enterprise in the planning (phase I) period, if applicable, and implementation (phase II) period. The timeline should stipulate key staff responsible for each milestone and denote milestone completion by month or quarter. For those seeking capital funds alongside implementation funds, include capital improvement milestones in the timeline.
4. **Sustainability:** Applicants should consider enterprise sustainability in the planning and implementation of the proposed social enterprise. What steps will be taken to facilitate sustainability following the end of the grant funding? Discuss the potential public and private funders and types of partner organizations that may be interested in supporting the enterprise and enhancing its overall effectiveness. For revenue-generating enterprises, applicants should include revenue forecasts and a narrative justifying the forecasts.

C. Capital Improvement (if applicable) (5 page maximum):

Applicants who have special funding needs for real estate, construction, and/or major equipment related to the implementation of their proposed enterprise may request capital improvement funding in addition to planning, if applicable, and implementation funds. If capital improvement funding is sought, describe the proposed use of capital funds. How will capital improvements increase the appeal and functionality of the enterprise? What is the status of planning for capital improvements and the estimated length of time that will be required to complete the improvements? Describe whether, how, and to what extent capital improvements would interrupt service delivery and/or operations. If so, how does the applicant propose to continue operating while capital improvements are ongoing? Describe the applicant's capacity for planning and overseeing the proposed capital improvement project including the resources the applicant would use to conduct and manage the project. Describe the applicant's experience conducting and managing capital improvement projects.

D. <u>Performance Measurement (3 page maximum)</u>:

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

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

1. Clearly articulated goal(s) that are broken down into objective(s) (see Exhibit 1 in *Appendix I*);
2. Anticipated process, output, and outcome measures for each objective for each quarter for the first year of the implementation phase (sample information is included in Exhibit 1 in *Appendix 1* only as an example);
3. Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the budget narrative); and
4. Challenges associated with data collection and reporting (e.g., lack of expertise or software) and the way the applicant plans to address them.

Applicants who lack capacity for performance monitoring and data collection may be offered assistance by ISLG to comply with this funding requirement.

E. <u>Organizational Capacity (8 page maximum)</u>

CJII is committed to funding community-based initiatives and helping community-based organizations to develop capacity where needed. Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in Section VI.B. Applicants should also identify any area where capacity building assistance from ISLG or another entity could be helpful (e.g., conducting market analysis, performance monitoring, adopting a trauma-informed approach to service delivery, evaluation design). Applicants are encouraged to request this assistance so as to improve the implementation of CJII; CJII funds may be made available to provide training and technical assistance if necessary.

Applicants should specifically address or include the items listed below.

1. Resources that the applicant would use to operate the enterprise, including number of all permanent full time staff members, facilities, volunteers, and technology (if applicable).
2. Basic information about any subcontractors (if applicable), including a description of their role in the proposed enterprise. For what portion of the enterprise would the subcontractor(s) be responsible? Refer back to the Program Narrative, as appropriate.
3. Description of any resource or referral directory (if applicable, e.g., of other providers in the neighborhood or city and to which clients are referred) maintained by the applicant and/or partner providers, current use, and staff resources needed to maintain the directory.
4. Description and evidence of community/neighborhood ties. Identify any partnerships with other service providers (e.g., community-based organizations, faith-based institutions, schools) and describe the nature of the partnerships.
5. Areas in which the applicant has or has had training and technical assistance/incubation support, and areas in which training and technical assistance/incubation support may be needed (e.g., connecting with referral sources, record-keeping/data collection, market analysis, accounting/financial management).
6. Attach letters of support/commitment from city agencies, consultants, subcontractors, program partners and/or other funders, as appropriate. Letters should be addressed to DANY and submitted as a single file in the CJII Application Portal.
7. Attach a copy of the applicant's latest audit report or certified financial statement, or a statement as to why no report or statement is available.
8. Attach basic information about each of the service providers in the proposed supportive services "network" (if applicable), via the Network Provider Worksheet (see Appendix 3; applicants should complete this form online in the CJII Application Portal.).

F. <u>Experience (8 page maximum)</u>

Describe the successful relevant experience of the applicant and the proposed key staff and subcontractors (if any) in providing the work described in Section VI.B. Specifically, address the following:

1. Explanation of how the applicant's current and/or previous work is relevant, and how its knowledge and experience will be leveraged in the planning, if applicable, and implementation (pilot, expansion or replication) of the proposed enterprise.
2. List of key program staff and the role(s) each will fill. What are the qualifications for staff in each role? How are key staff supported? To what extent do staff have training and experience in working with individuals from the focus populations, including individuals with a history of trauma? To what extent do staff have training and experience doing the work specific to the proposed social enterprise industry? What additional training will key staff need to deliver the proposed enterprise?
3. Indicate the length of time the applicant has a) been in operation and b) provided services relevant to this RFP.
4. Indicate the number of program participants that the applicant has employed for similar enterprises in the previous calendar year (if applicable).
5. Describe the applicant's experience and expertise in providing the supportive services detailed in section IV.C.2.d. If providing services indirectly, applicants should describe their experience developing and maintaining referral relationships with partner

organizations and also address the relevant experience and expertise of the partners they plan to work with to address specific needs.

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

G. Program Budget

Applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed social enterprise approach and overarching goals of the Social Enterprise Initiative investment. The budget should include a proposed breakdown of funds for planning (phase I), if applicable, and each year of implementation (phase II). If applicable, the budget should include the amount requested for capital improvements and as many specifics as possible related to this funding request (e.g., plans, subcontractors, site, space modifications).

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

This solicitation does not specify a maximum allowable rate or maximum amount for administrative or indirect expenses, but the preferred rate is 17% or below. The applicant should provide justification for the budget and any rate(s) requested, and consider that contract awards will be made to the applicants whose proposals are determined to be the most advantageous by the evaluation team, taking into consideration the price and such other factors and criteria as are set forth in the RFP (see *Sections VII.B* and *VII.C*). If the applicant has a fiscal sponsor, any fees charged by the sponsor should be included and clearly labeled in the budget.

H. Program Budget Narrative (3 page maximum)

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

I. Fiscal Sponsorship Documentation (if applicable)

As noted, for-profits, non-profits, and government agencies are eligible to apply. A non-profit without 501(C)3 status may apply but is 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.

J. Proposal Formatting and Length Requirements

Applicants should adhere to the following formatting requirements:

- All submissions should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins.
- Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
- Pages should be paginated.
- Length restrictions:
    - The Program Narrative (*Section VI.B*) should not exceed 15 pages (double-spaced), including any tables and charts and excluding the Business Plan (optional) and Revenue & Cost Analysis. Only the first 15 pages of the Program Narrative will be read and scored by the evaluation team.
    - The Capital Improvement Section (*Section VI.C*) (if applicable) should not exceed 5 pages (double-spaced). Only the first 5 pages will be read and scored by the evaluation team.
    - The Performance Measurement Section (*VI.D*) should not exceed 3 pages (double-spaced), including any tables. Only the first 3 pages will be read and scored by the evaluation team.
    - The Organization Capacity Section (*VI.E*) should not exceed 8 pages (double-spaced), excluding letters of support/commitment, audit report/certified financial statement, and Network Provider Worksheet. Only the first 8 pages will be read and scored by the evaluation team.
    - The Experience Section (*VI.F*) should not exceed 8 pages (double-spaced), excluding resumes of key staff. Only the first 8 pages will be read and scored by the evaluation team.
    - The Program Budget Narrative Section (*VI.H*) should not exceed 3 pages (double-spaced). Only the first 3 pages will be read and scored by the evaluation team.
    - Other sections of the submission are not restricted by length.
- Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

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

and operational integrity will be performed on applicants and subcontractors selected to receive funding through this RFP. DANY will be responsible for making all funding decisions.

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

B. Evaluation Criteria

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

- Quality of program narrative – 55%
- Level of organizational capacity – 20%
- Prior relevant experience – 20%
- Budget and budget narrative – 5%

C. Basis for Contract Award

Contract award(s) will be made to the applicant(s) whose proposal(s) are determined to be the most advantageous by the evaluation team, taking into consideration the price and such other factors and criteria as are set forth in the RFP (see "Evaluation Criteria") and outlined above. Contract awards shall be subject to the timely completion of contract negotiations between DANY and the selected applicants. Implementation (phase II) funding will be contingent upon approval of the social enterprise plans developed during the planning phase (I) (applies to those programs seeking a planning grant only). Capital improvement funding will be contingent upon approval of capital improvement plans.

VIII. Appendices

Appendix 1: Performance Measurement

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

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

1. Clearly articulated goal(s) that are broken down into objective(s) (see Exhibit 1 in *Appendix I*; sample information is included in Exhibit 1 only as an example);
2. Anticipated process, output, and outcome measures for each objective for each quarter of the first year of the Implementation Phase (sample information is included in Exhibit 1 in Appendix 1 only as an example);
3. Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the budget narrative); and
4. Challenges associated with data collection and reporting (e.g., lack of expertise or software) and the way the applicant plans to address them.

Applicants who lack capacity for performance monitoring and data collection may be offered assistance by ISLG to comply with this funding requirement.

Exhibit 1: Performance Measurement Plan

Goal	Objective	Process Measure & Target	Output Measure & Target	Outcome Measure & Target	Data
Goal 1: Increase long-term, sustainable wage employment	1A. To place individuals in a career that provides a sustainable wage	*Measure:* Average satisfaction of individuals with employment placement	*Measure:* Number of individuals hired through funded enterprises	*Measure:* Percentage of participants who are employed in sustainable-wage positions after 6 mo.	Social enterprise records; surveys; administrative data
		Year 1, Q1: 70%	*Year 1, Q1:* 50	*Year 1, Q1:* 60%	
		Year 1, Q2: 90%	*Year 1, Q2:* 75	*Year 1, Q2:* 80%	
		Year 1, Q3:	*Year 1, Q3:*	*Year 1, Q3:*	
		Year 1, Q4:	*Year 1, Q4:*	*Year 1, Q4:*	
	1B. To increase attainment of skills, knowledge, and support needed to successfully find and sustain quality employment in the labor market	*Measure:* Percentage of participants who attend at least 75% of work readiness workshops	*Measure:* Number of participants who attend at least 75% of work readiness workshops	*Measure:* Percentage of recent participants with increased measure of work readiness skills after program completion	Social enterprise records; surveys; administrative data
		Year 1, Q1: 70%	*Year 1, Q1:* 50	*Year 1, Q1:* 60%	
		Year 1, Q2: 90%	*Year 1, Q2:* 75	*Year 1, Q2:* 80%	
		Year 1, Q3:	*Year 1, Q3:*	*Year 1, Q3:*	
		Year 1, Q4:	*Year 1, Q4:*	*Year 1, Q4:*	
Goal 2: (Add goals/rows as needed)	2A. (Add objectives/rows as needed)	*Measure:*	*Measure:*	*Measure:*	
		Year 1, Q1:	*Year 1, Q1:*	*Year 1, Q1:*	
		Year 1, Q2:	*Year 1, Q2:*	*Year 1, Q2:*	
		Year 1, Q3:	*Year 1, Q3:*	*Year 1, Q3:*	
		Year 1, Q4:	*Year 1, Q4:*	*Year 1, Q4:*	

Appendix 2: Deliverables

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

Exhibit 2: Deliverables for Social Enterprise Grantees

#	Name	Description	Frequency/Due Date
1	Business Plan	Detailed plan for enterprise launch, expansion or replication, including: • Operationalization and Implementation • Increased capacity numbers • Budget detail • Revenue forecasts	Annually
2	Annual Financial Report	To include: • Number of individuals employed • Demand for goods and services • Revenues and expenditures (detail) • Next year revenue and expenditure projections • Plans to expand	Annually
3	Operational costs status report	Financial reports	Monthly
4	Partnerships/Referrals	Report on outreach / referrals to services not provided through the social enterprise and the frequency of the use those services	Quarterly
5	Implementation report	Report on challenges to implementing and growing the enterprise; status of solutions	Quarterly

Appendix 3: Network Provider Worksheet

Applicants will be prompted to complete this form online in the CJII Application Portal, as one step of the application process. Applicants should not recreate this form in their written submission, although they may speak to information in the form in the Program Narrative section of the application, as appropriate. If the applicant proposes a "network" approach to link social enterprise participants to necessary supportive services (e.g., mental health, education, legal services) then the applicant should provide the following information on each of the providers expected to deliver services/opportunities to participants as part of the proposed network. The form is included here to ensure that applicants are aware of the information they will need to gather to complete the form online in the CJII Application Portal. If the applicant proposes providing all supportive services in-house, the applicant may leave this worksheet blank.

1. Name of provider	2. Contact person and information (i.e., phone, email, address) for provider	3. Location and service area of provider	4. Length of time the provider has been in operation	5. Types of supports/ opportunities currently offered by the provider	6. Types of supports/ opportunities that will be provided through the provider to social enterprise participants	7. Number of clients served in previous calendar year for supports/ opportunities identified in column 6	8. Length of time the provider has provided supports/ opportunities identified in column 6	9. Annual operating budget for FY 2014, 2015, and 2016	10. Nature of Partnership (i.e., pro-bono, contracted, etc.)

Appendix 4: Description of the Community Navigator Pilot

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

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

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

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

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

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

Programs funded under this RFP *may* be asked to share client information with Community Navigators and the managing entity to facilitate program implementation. The managing entity will also ensure that the process and procedures for sharing client information among the various stakeholders will be informed by best practices in working with survivors of crime and with

individuals at risk of violence. The Community Navigator pilot and initiative will comply with all federal, state and city legal requirements including those of the Health Insurance Portability and Accountability Act (HIPAA).

Appendix 5: Sample Budget Form

The budget form in Exhibit 3 is included only as an example. Applicants may submit budgets in a different format, but their budgets should include at least the sections and information identified in the sample budget form.

Exhibit 3. Sample Budget Form

Budget Category	Per unit cost	FTE*	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
Program Director								
Other Program Staff (1)								
Other Program Staff (2)								
Other Program Staff (etc)								
Total Personnel			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other Non-Personnel Expenditures (1)								
Other Non-Personnel Expenditures (2)								
Total Non-Personnel			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Subtotals			***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
*Indirect Costs***								
Total			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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

***Denote the percentage IDC used*

Appendix 6: Contract Template

PART I

On this day, **[DATE]**,**[NAME OF CONTRACTING PARTY]** ("Contactor") **[ADDRESS OF CONTRACTING PARTY]**, and the Office of the District Attorney, New York County ("DANY"), One Hogan Place, New York, New York, 10013, in consideration of the mutual covenants contained herein and other valuable and good consideration, do hereby agree to all of the terms and conditions set forth in (i) the Specific Terms and Conditions (Part I) set forth immediately below, (ii) the General Terms and Conditions (Part II) annexed hereto and made a part hereof and (iii) the Appendices (Part III) annexed hereto and made a part hereof (together, the "Contract").

SPECIFIC TERMS AND CONDITIONS

1. **Commencement Date and Term**

1.1 The Contract will commence on **{DATE}** (the "Commencement Date") and run for __ years from that date.

1.2 DANY, in its sole discretion, may renew this Contract **[insert # of renewals]** for a period of **[insert # of years]** for each renewal. DANY, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Contract after the exercise of all of the options to renew shall not exceed _____ (__) years. All renewals shall be on substantially the same terms and conditions contained in the Contract.

1.3 The period from the Commencement Date to the later of (a) _ years from the Commencement Date or (b) the final date of any term of renewal, shall be referred to as the "Term" of the Contract.

2. **Parties**

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

3. **DANY's Agents**

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

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

4. **Notices**

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

4.1 **Notices to DANY:**

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

With copies to:

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

and

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

4.2 **Notices to Contractor:**

_____
_____
_____
Attn:

5. **Execution**

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the Contract Date hereinabove written.

DISTRICT ATTORNEY OF NEW YORK COUNTY	**[CONTRACTOR]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

1.01 Scope of Services

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

1.02 Budget

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

1.03 Invoices

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

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

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

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

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

1.04 Payment and Release

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

ARTICLE II—REPRESENTATIONS AND COVENANTS OF CONTRACTOR

2.01 Contractor Eligibility

Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document under which it bid for and was awarded this Contract, attached hereto as Appendix G.

Any material change in the eligibility compliance information supplied in Contractor's contract proposal, attached hereto as Appendix F, must be reported to ISLG within a reasonable time thereof, but in no event more than five (5) days after such change. Failure to inform ISLG of such change in a timely manner will be deemed a material breach of this Contract and could result in termination of this Contract.

2.02 Duplication

Contractor represents and warrants that the work to be performed under this Contract shall in no way duplicate any work performed under other agreements between Contractor and any other person or entity.

2.03 Program Eligibility

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

2.04 No Fees

Contractor further represents and warrants that no person who receives Services from Contractor pursuant to this Contract shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Contract, except as required by law.

2.05 Conflict of Interest

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

ARTICLE III — SUBCONTRACTING

3.01 Contractor's Right to Enter Certain Subcontracts

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

3.02 No Contractual Relation Between any Subcontractor and DANY

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

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

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

3.04 Right of Revocation of Subcontracts

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

ARTICLE IV—DELIVERABLES AND DATA SHARING, USE AND LIMITATIONS

4.01 Deliverables and reports

Contractor shall submit the deliverables and periodic reports required by this Contract in accordance with the Scope of Services attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by ISLG.

4.02 Data Tracking and Reporting

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

4.03 Confidentiality

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

4.04 Publicity

Prior written approval from ISLG is required before Contractor or any of its employees, servants, agents or independent contractors may, at any time, either during or after expiration or termination of this Contract, make any statement to the press or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Contract.

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

ARTICLE V— FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

5.01 Limitation on use of funds

A. Proper purposes. Contractor's expenditure of any funds that Contractor obtained pursuant to this Contract must be in accordance with the terms of the Contract.

B. Real property. Contractor shall not use funds obtained through this Contract for the purchase of any interest in or improvement of real property, unless such use is included in the Budget.

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

5.02 Cost allocation plan

Contractor shall accurately and equitably allocate costs that are attributable to two or more programs, or that are funded by two or more funding sources, by a method that represents the benefit of such costs to each program or funding source.

5.03 Recoupment of disallowances, improperly incurred costs and overpayments

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

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

5.04 Maintenance of Books and Records

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

5.05 Retention of Books and Records

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

5.06 Inspection

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

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

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

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

5.07 Audit

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

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

ARTICLE VI—PERSONNEL & FACILITIES

6.01 Key Employees

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

6.02 Maintenance of Skilled Staff

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

6.03 Screening of Staff and Responsibility for Screening

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

6.04 Allegations of abuse and maltreatment

Contractor will notify ISLG within twenty-four (24) hours of determining that reasonable cause exists to suspect that any of Contractor's administrators or staff, including both paid and volunteer, has abused, maltreated, neglected, assaulted or endangered the welfare of any program participant. In addition, if such reasonable cause is found, Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by Contractor.

The term abuse shall mean the infliction of physical injury by other than accidental means, which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ. The term maltreatment shall mean (i) treatment that results in serious physical injury other than by accidental means, or (ii) neglect or failure to exercise a minimum degree of care that impairs, or places in imminent danger of being impaired, the physical, mental or emotional condition of a program participant.

Contractor shall provide telephone notice to ISLG within 24 hours of the incident, followed by a written report, to be delivered to ISLG within three (3) business days.

Compliance with this reporting requirement does not satisfy any legally-mandated reporting of abuse, such as to the New York State Central Registry (SCR).

6.05 Facility Suitability

Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Contract, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Contract.

6.06 Contractor's responsibility for safety

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

ARTICLE VII—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

7.01 Assignment

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

7.02 Modification and extension

This Contract may be modified only by a written instrument executed by both parties, except a no-cost extension to this Contract, which may be issued by email from DANY.

7.03 Termination; Postponement; Suspension

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

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

ARTICLE VIII—INSURANCE AND INDEMNIFICATION

8.01 Insurance

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

8.02 Hold harmless and indemnification

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

In the event that Contractor is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Contractor agrees to indemnify DANY, the Research Foundation, and ISLG to the fullest extent that is allowed by the law that limits Contractor.

ARTICLE IX—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

9.01 Rights in data and copyrights

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

9.02 Publication

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

9.03 Infringement

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

Article X-MISCELLANEOUS

10.01 Equal Employment Opportunity.

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

10.02 Order of precedence.

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

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

10.03 Governing Law

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

10.04 Notices

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

10.05 One Year Limitation

No action may be asserted against DANY, Research Foundation, or ISLIG, upon any claim based on this Contract or arising out of this Contract or out of anything done in connection with this Contract, unless such action shall be commenced by the earliest of (a) the final date on which such action might be asserted as a matter of law, or (b) one year after the final payment to Contractor, or (c) one year after the termination or expiration of this Contract.

10.06 Non-waiver clause

Any failure or delay of DANY in exercising or enforcing the strict performance of any of Contractor's obligations under this Contract, or in exercising or enforcing any right or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such obligation, right, or remedy. No waiver by DANY of any provision of this Contract shall be deemed to have been made unless set forth in writing and signed by DANY.

10.07 Force Majeure

Neither party shall be liable for failure or delay in the performance of any duties under this Contract when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

10.08 Entirety of Agreement

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

10.09 Paragraph headings

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

ARTICLE XI--ASSURANCES and CERTIFICATIONS

11.01 Civil Rights and Equal Employment Opportunity

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

Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the New York City Administrative Code.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race,

color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

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

11.02 Privacy and Security of Personal Health Information

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

11.03 Certification regarding victims of trafficking

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

11.04 New York State Information Security Breach and Notification Act

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

11.05 Certification regarding debarment, suspension, ineligibility and voluntary exclusion

Contractor's signature on this Contract constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify ISLG. In the event Contractor fails to notify ISLG, this Contract will terminate as of the date of such debarment,

suspension, ineligibility and/or voluntary exclusions, and such failure to notify is considered a material breach of this Contract. In the event Contractor or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Contract will terminate immediately pursuant to Paragraph 6(C), as debarment, suspension, ineligibility and voluntary exclusions are considered a material breach.

11.06 Iran Divestment Act

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

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

11.07 VENDEX

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

More information can be found at: http://www.nyc.gov/html/mocs/html/procurement/responsibility.shtml

PART III
APPENDICES

APPENDIX A **SCOPE OF SERVICES**

APPENDIX B **BUDGET**

APPENDIX C **DATA OBLIGATIONS AND RESPONSIBILITIES**

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APPENDIX I **EQUAL EMPLOYMENT OPPORTUNITY**

APPENDIX A

SCOPE OF SERVICES

APPENDIX B

BUDGET

APPENDIX C

DATA OBLIGATIONS AND RESPONSIBILITIES

A. At ISLG's direction, Contractor will provide to ISLG, its subcontractor(s), agent(s), or designated third-party evaluator(s) (i) aggregate data regarding services and other items provided by Contractor pursuant to this Agreement, and/or (ii) non-Personally Identifiable Information ("PII") regarding individuals who apply for or receive services pursuant to this Agreement, (collectively "Data") for purposes of monitoring Contractor's performance.

B. Except as set forth in paragraph (F) below, no PII shall be provided by Contractor.

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

D. Contractor will provide Data during the period in which it provides services pursuant to this Agreement and will continue to provide Data afterwards, for a period to be determined, not to exceed three (3) years. In addition, for programs that were already providing related services prior to the provision of funding under this Agreement, Contractor may be required to provide historical Data for a period of up to two (2) years before the services funded under this Agreement commenced. In such case, a specific period for which the Contractor must provide Data shall be specified in the Scope of Services (Appendix A) or the Contractor's Proposal (Appendix F).

D. Contractor agrees to provide Data related to specific performance metrics and outcome metrics that will be specified in the Scope of Services (Appendix A). The specific metrics will be determined based on program content and the availability of Data, and may be subject to change during the term of the Agreement; all metrics will relate to the general measurement areas outlined in the RFP.

E. Contractor understands that information about the Contractor and/or the program – including but not limited to Data provided by the Contractor – may be included in public research products and communications materials, such as reports, publications, or presentations. All Data and research findings will be reported at the aggregate level. For clarity, no PII concerning program participants or applicants will be disclosed.

F. If PII are required for the implementation and/or evaluation of a program, a Data Use Agreement will be negotiated and agreed upon by Contractor and ISLG, which shall govern the treatment of all PII. At a minimum, such an agreement shall outline provisions and protections related to the following: a) data transfer; b) data storage; c) use of data; d) disclosure of data; e) research products and communications materials; and f) data destruction. In the event that Contractor provides PII to ISLG pursuant to such a Data Use Agreement, ISLG shall not disclose any PII to DANY.

APPENDIX D

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

1. Books and Records

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

2. Retention of Records

A. Contractor agrees to retain all books, records, and other documents relevant to this Contract, including those required pursuant to Section 1, for six years after the final payment or expiration or termination of the Contract, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim, or audit concerning the Contract has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit.

B. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes."

C. Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

3. Inspection

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

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before providing access pursuant to this Section, provided that Contractor not redact client borough and zip code. If Contractor maintains and provides access to such redacted or uniquely identified records, Contractor is not obligated to provide access to any records pursuant to this Appendix where the inspection or review of such records would waive the attorney-client or attorney work product privileges. In addition, Contractor may, upon request to and written approval from the Department, withhold from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges but where Contractor believes that disclosure of such documents would interfere or impair the provision of services under this Contract, provided that withholding such documents does not impede DANY's or its agents' abilities to ascertain that contracted-for services have been rendered in accordance with this Contract.

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

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

4. Audit

A. This Contract and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Contract, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, (ii) DANY, Research Foundation, and ISLG, (iii) the State, (iv) the federal government, and (iv) other persons duly authorized by DANY. Such audits may include examination and review of the source and application of all funds, regardless of the source of the funds.

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before providing access pursuant to this Section, provided that Contractor not redact client borough and zip code. If Contractor maintains and provides access to such redacted or uniquely identified records, Contractor is not obligated to provide access to any records pursuant to this Section where the inspection or review of such records would waive the attorney-client or attorney work product privileges. In addition, Contractor may, upon request to and written approval from DANY, withhold from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges where disclosure of such documents would interfere or impair the provision of services under this Contract, provided that withholding such documents does not impede the ability of DANY or ISLG to ascertain that contracted-for services have been rendered in accordance with this Contract.

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

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

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

5. No Removal of Records from Premises

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

6. Electronic Records

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

7. Investigations Clause

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

B. Unlawful Refusal to Testify. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify when lawfully compelled to do so, in a proceeding concerning this Contract, DANY shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify. If the hearing is adjourned at the request of any party to the hearing other than DANY, DANY may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without incurring any penalty or damages for delay or otherwise.

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

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

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

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

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

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

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

4. The effect of the penalty. The effect a penalty may have on an unaffiliated and unre1ated party of entity that has a significant interest in an entity subject to penalties, provided that the party or entity has given actual notice to DANY upon the acquisition of the interest, or at the hearing called for in Paragraph B above gives notice and proves that such interest was previously acquired, Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

E. Definitions

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

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

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

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

F. Failure to Report Solicitations from City Employees. In addition to and notwithstanding any other provision of this Contract, DANY may in its sole discretion terminate this Contract upon not less than three (3) days written notice in the event Contractor fails promptly to report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Contract by Contractor, or affecting the performance of this Contract.

8. Confidentiality

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

B. Certain obligations with respect to personal identifying information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph C of this Section, Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where DANY would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that Contractor provides advance notice to ISLG, in writing or by e-mail, that it intends to disclose such reports, information or data and ISLG does not inform Contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

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

D. DANY's rights in the event of a breach of security. In the event of such breach of security, without limiting any other right of DANY, DANY shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal

government as a result of the disclosure. DANY shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. DANY or ISLG shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at DANY's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.

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

F. Return of confidential information. At DANY's request, Contractor shall return to ISLG any and all confidential information in the possession of Contractor or its subcontractors. If Contractor or its subcontractors are legally required to retain any confidential information, Contractor shall notify ISLG in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. Contractor shall confer with ISLG in good faith regarding any issues that arise from Contractor's retaining such confidential information. If DANY does not request such information, or the law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 2.

G. Breach. A breach of this Section shall constitute a material breach of this Contract for which DANY may terminate this Contract. DANY reserves any and all other rights and remedies in the event of unauthorized disclosure.

APPENDIX E

INSURANCE REQUIREMENTS

Required Policies and Amounts

Workers' Compensation/ Disability Benefits:	In statutory amounts
Employer's Liability:	The greater of statutory amounts or $1,000,000.
Commercial General Liability (including Owner's Protective Liability):	The minimum combined single limit per occurrence shall be $1,000,000, with an annual aggregate of not less than $2,000,000 in the aggregate. The maximum deductible or self-insured retention ("SIR") for the Commercial General Liability policy shall be $10,000.
Automobile Liability: (if applicable)	$1,000,000
Umbrella/Excess Liability:	On a per occurrence and aggregate basis, and shall be excess of primary general, automobile and employer's primary liability limits.

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

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

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

APPENDIX F

CONTRACTOR'S PROPOSAL

APPENDIX G

RFP

APPENDIX H

SAMPLE INVOICE[3]

Name of CJII Initiative: _____ **Date: _____**

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

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

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

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

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

APPENDIX I

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, DLS impose any or all of the following sanctions:

a. Disapproval of Contractor; and/or
b. Suspension or termination of the Contract; and/or
c. Declaring Contractor in default; and/or
d. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder may result in DANY declaring Contractor in breach of this Contract.

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

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

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

Appendix 7: References

[1] https://socialenterprise.us/about/social-enterprise/

[2] Substance Abuse and Mental Health Services Administration. *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach.* HHS Publication No. (SMA) 14-4884. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014.

[3] National Center on Domestic Violence, Trauma, and Mental Health. (2013). *Thinking About Trauma in the Context of DV Advocacy: An Integrated Approach.* Adapted from Harris and Fallot, 2001.

[4] Measure of America of the Social Science Research Council (2012). *Youth Disconnection in New York City*. Retrieved from: http://www.measureofamerica.org/one-in-seven/

[5] New York City Office of the Mayor (2013). *Mayor Bloomberg Announces New York City's Incarceration Rate Hits New All-Time Low*. Retrieved from: http://www1.nyc.gov/office-of-the-mayor/news/434-13/mayor-bloomberg-new-york-city-s-incarceration-rate-hits-new-all-time-low/#/0

[6] New York City Department of Corrections (NYC DOC). Releases in 2015. Provided by DOC to ISLG on January 25, 2016.

New York State Department of Corrections and Community Supervision (NYS DOCCS). Releases to New York City in 2014. Provided by DOCCS to ISLG on December 3, 2015.

[7] Measure of America of the Social Science Research Council (2012).

[8] Ibid.

[9] John M. Bridgeland and Jessica A. Milano (2012). *Opportunity Road: The Promise and Challenge of America's Forgotten Youth.* Retrieved from: http://files.eric.ed.gov/fulltext/ED530471.pdf

[10] Ibid.

[11] Christy Visher, Sara Debus, and Jennifer Yahner, Employment After Prison: A Longitudinal Study of Releasees in Three States (Washington: Urban Institute, 2008)

Petersilia, Joan. "Parole and prisoner reentry in the United States." *Crime and Justice* (1999): 479-529.

[12] Holzer, H. J., Raphael, S., & Stoll, M. A. (2003). Employment barriers facing ex-offenders. *Center for the Study of Urban Poverty Working Paper Series*.

[13] Pager, Devah, "The Mark of a Criminal Record" *American Journal of Sociology* 108 (2003): 957–960.

Council of Economic Advisers (2016). "Economic Perspectives on Incarceration and the Criminal Justice System." Executive Office of the President of the United States.

[14] Truong, Vien and Daniel Sanchez. (2012). "Nonprofit Social Enterprise: Models and Funding." Green For All Youth Employment and Leadership Ladders (YELL) Working Group.

[15] Ibid.

[16] Ibid.

[17] Lower-Basch, Elizabeth (2007). *Opportunity at Work: Improving Job Quality*. Policy paper, Center for Law and Social Policy.