CRIMINAL JUSTICE INVESTMENT INITIATIVE

District Attorney of New York County

CUNY INSTITUTE FOR STATE & LOCAL GOVERNANCE

# Criminal Justice Investment Initiative

## Request for Proposals
## College-in-Prison Reentry Initiative

No. 001 **(REVISED 2/11/2016)**

Expires **March 31, 2016**

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# I. Timetable

**A. Release Date of this Request for Proposals: January 10, 2016**
**Release Date of REVISED Request for Proposals: February 11, 2016**

**B. Questions**

Questions about this Request for Proposals (RFP) may only be asked in writing to the e-mail address listed below.

**Questions/Clarification Deadline:**

1. ~~Date: January 29, 2016~~ **(February 26, 2016 – see below)**
2. Time: 11:59pm EST

**E-Mail Address:** cipp@rfcuny.org

Answers to all questions asked via e-mail will be available online as an addendum to this RFP at **11:59pm on February 12, 2016**. It will be the responsibility of applicants to check the Research Foundation's website for addenda pertaining to the current RFP.

**REVISION: The question period for this RFP has been extended. Applicants may submit questions not already addressed in the first set of answers. Questions must be submitted in writing to cipp@rfcuny.org by 11:59pm EST on February 26, 2016. Answers to new questions, if any, will be posted by 11:59pm EST on March 4, 2016.**

**C. Proposal Due Date:**

1. ~~Date: March 11, 2016~~ **(March 31, 2016)**
2. Time: 11:59pm EST

Proposals should be in an electronic PDF format and should be e-mailed to the above e-mail address. Failure to submit a proposal by the due date and time will result in the proposal being considered non-responsive to this RFP and not considered for 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.

**D. Anticipated Contract Start Date:** Spring 2016

# II. Summary of the Request for Proposals

## A. Purpose of the RFP

The New York County District Attorney (DANY) has committed to investing $250 million through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient criminal justice system in New York City.

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

The goals of this initiative are to

1. increase the availability of educational programming to inmates in select New York State prisons;
2. develop standards for prison education curricula and develop articulation and transfer agreements so that credits may be efficiently transferred across institutions to enable students to complete their degrees; and
3. develop reentry support plans for participants.

A separate evaluation of this initiative will examine a) program effects for students with different types of profiles, for example with respect to risk, prior history, cohort, and likelihood of degree attainment; b) the effect of the programming on students' recidivism for up to three years post release; and c) cost savings to the state. By supporting in-prison education, the development of standards and reentry support, and evaluation, this initiative has the potential to inform future policy and funding choices regarding college in prison reentry programs in New York State and nationwide.

ISLG is seeking proposals from educational institutions to provide college-level classes in prisons operated by the New York State Department of Corrections and Community Supervision (DOCCS).

See the "Program Description" below for more information about target population, eligibility criteria, and eligible facilities.

## B. Anticipated Contract Term

The length of program funding will not exceed five years, beginning in fall 2016. Funded applicants will be required to provide ongoing performance data (see "Performance Measurement" below) to ISLG and a third party evaluator. Funded applicants will be required to continue providing performance data for one to two additional years beyond the period of the program funding.

DANY and ISLG anticipate that any agreement entered into as a result of this RFP will be with the Research Foundation as the contracting party on behalf of ISLG and DANY. The contract template is set forth in Appendix 3. In the event that a selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, ISLG reserves the right to have the Research Foundation enter into contract negotiations at a later date with the next highest rated applicant who is available to implement the program.

### C. Anticipated Available Funding

DANY is committing $5 million dollars over five years to fund college in prison programs at multiple sites in New York State and to prepare students for successful reentry.

In order to reach more students, this funding opportunity is structured as a public/private partnership. Applicants must be able to provide a 1:1 match; existing program funding is eligible to be considered for match funding. Students educated through the match will be included in the evaluation of this initiative as well, and the educational standards listed below must apply to courses offered through the match as well as those offered through CJII funding. (See the "Partnering with a Research Organization" section below for more details about the evaluation.)

### D. Performance Measurement

DANY and ISLG are committed to measuring outcomes for all CJII initiatives and disseminating that information so others can learn from the outcomes of this College-in-Prison Reentry Initiative. In addition to the educational outcomes listed in Appendix 1, "Performance Measurement," all funded applicants will be required to provide performance measurement data to ISLG throughout the duration of the contract. Performance measurement data will include both process/implementation data and outcome/impact measures and may be subject to change during the term of the grant. Applicants will work with ISLG, the Education Coordinator (a partnership between the State University of New York and the City University of New York), and the third-party evaluator during the contracting phase and throughout the term of the contract to determine appropriate metrics. (See "Collaborating with the Initiative's Education Coordinator," below, for more detail about the Education Coordinator, and see Appendix 1 for more information about performance measurement.)

## III. Anticipated Scope of Services

### A. Background

The exponential growth of the U.S. prison population during the past 20 years—as well as a corresponding increase in the number of prisoners released and re-arrested annually—is a major problem and challenge for our justice system. In 2014, there were more than 1.5 million individuals in U.S. state and federal prisons, and 636,346 prisoners were released from these

facilities.[1] In New York State alone, approximately 52,400 prisoners were incarcerated and nearly 23,000 released from Department of Corrections and Community Supervision (DOCCS) facilities last year.[2] These release rates are deceiving, however, as a large portion of those released eventually return to prison due to re-arrest or violation of parole or probation. (For example, in 2005, more than three-quarters of prisoners released from 30 state facilities were rearrested within five years.[3]) High recidivism rates underscore the need to better prepare inmates for release by adequately planning appropriate reentry support, particularly given the exorbitant costs of prisons that taxpayers incur each year.[4]

One approach to reducing recidivism that has proven particularly effective is education programming in correctional facilities. There is strong evidence that correctional education, including postsecondary education programs as well as adult basic education, high school/GED programs, and vocational training programs, reduces recidivism and improves employment outcomes. The most recent and largest meta-analysis to date found that inmates who participate in correctional education programs are 43% less likely to return to prison and 13% more likely to obtain post-release employment than those who do not participate.[5] For postsecondary education specifically, students who participate in such programs have approximately half the odds of recidivating compared to peers who do not.[6] Results also reveal the cost-effectiveness of investing in correctional education programs: on average, a $1 investment in correctional education reduces incarceration costs by $4 to $5 during the first three years post-release.[7] These findings, among many others, highlight the utility and benefits of such programming, not just fiscally but also with respect to reducing crime, increasing public safety, and strengthening communities.

Despite this strong evidence, government and public support for correctional education programs is limited. Congress' passage of the Violent Crime Control and Law Enforcement Act in 1994 eliminated Pell grant funding for incarcerated students, making them ineligible to receive this support.[8] However, in July 2015, the U.S. Department of Education launched a pilot program that would test new models for allowing incarcerated individuals who meet certain requirements to receive Pell grants.[9]

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[1] Carson, E. A. (2015, Sept). *Prisoners in 2014.* Washington, DC: Bureau of Justice Statistics. Retrieved from http://www.bjs.gov/content/pub/pdf/p14.pdf
[2] Ibid.
[3] Durose, M. R., Cooper, A. D. & Snyder, H. N. (2014, Apr). *Recidivism of prisoners released in 30 states in 2005: Patterns from 2005 to 2010.* Washington, DC: Bureau of Justice Statistics. Retrieved from http://www.bjs.gov/content/pub/pdf/rprts05p0510.pdf
[4] Henrichson, C., & Delaney, R. (2012). *The price of prisons: What incarceration costs taxpayers*. New York, NY: Vera Institute of Justice. Retrieved from http://www.vera.org/sites/default/files/resources/downloads/price-of-prisons-updated-version-021914.pdf
[5] David, L. M., Bozick, R., Steele, J. L., Saunders, J. & Miles, J. N. V. (2013). *Evaluating the effectiveness of correctional education: A meta-analysis of programs that provide education to incarcerated adults*. Washington, DC: RAND Corporation. Retrieved from www.rand.org/pubs/research_reports/RR266
[6] Ibid.
[7] Ibid.
[8] U.S. Department of Education. (n.d.) *Students with criminal convictions.* Retrieved from https://studentaid.ed.gov/sa/eligibility/criminal-convictions.
[9] U.S. Department of Education, http://www.ed.gov/news/press-releases/us-department-education-launches-second-chance-pell-pilot-program-incarcerated-individuals.

A key obstacle to the provision of correctional education is lack of funding.[10] (There are currently 19 DOCCS facilities offering college education[11]; these are privately-funded and carry a waitlist.) Moreover, there is little information about the standards governing the programs that do exist.[12, 13] This may contribute to variation in the quality of instruction and content that are currently offered by programs across the state, preventing many inmates from making adequate progress or completing a degree. (This is especially true for those who are transferred to other NYS DOCCS facilities and, as a result, lose credits or become subject to different or new requirements.) Transfer of credits earned while in prison, provided students wish to continue towards a degree post-release, is often a complicated process as well. Last, more research is needed to examine the relative importance of specific program elements (e.g., type of curriculum, mode of instruction, dosage, type of instructors) as well as the effectiveness of different types of programs for different types of students (e.g., high-risk vs. low-risk).[14]

Given the current state of correctional education and, in particular, postsecondary educational opportunities available, CJII's College-in-Prison Reentry Initiative is a unique opportunity to expand such offerings, reap the positive benefits of this programming, and advance research and best practices for correctional education.

## B. Program Description

This request seeks proposals from postsecondary education providers to deliver postsecondary, college-level instruction at one or more sites for a period of five years. Applicants will be selected to provide instruction in geographically diverse New York State prisons (see "Eligible Facilities" below). DANY will commit $5 million over five years. Awards will be based on the number of classes offered and students served, with a maximum of up to $5,000 per student for a full-time course load of 30 credits (eight to 10 classes) per year. Smaller course loads per student will be funded proportionally. The funding will support the education of the same students each year until they earn their degree or certificate, exit the program for whatever reason, or five years pass, whichever occurs first for each student. As students exit the program, applicants may use funding to educate new students until the end of the funding period. Applicants will be required to demonstrate students' academic progress through quantitative and qualitative measures (See Appendix 1, "Performance Measurement," for more detail).

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[10] Westervelt, E. (2015). Measuring the power of a prison education. *National Public Radio.* Retrieved from http://www.npr.org/sections/ed/2015/07/31/427741914/measuring-the-power-of-a-prison-education

[11] New York State Department of Corrections and Community Supervision. (2015). College in prison. Retrieved from http://www.doccs.ny.gov/DoccsNews/2015/College_in_prison.pdf

[12] U.S. Department of Education, Office of Safe and Drug-Free Schools. (2004.) *Correctional education: Assessing the status of prison programs and information needs*. Washington, D.C. Retrieved from http://files.eric.ed.gov/fulltext/ED543577.pdf

[13] Spangenberg, G. (2004). *Current issues in correctional education*. Retrieved from http://www.caalusa.org/correct_ed_paper.pdf

[14] David, L. M., Bozick, R., Steele, J. L., Saunders, J. & Miles, J. N. V. (2013). *Evaluating the effectiveness of correctional education: A meta-analysis of programs that provide education to incarcerated adults*. Washington, DC: RAND Corporation. Retrieved from www.rand.org/pubs/research_reports/RR266

Before release, applicants will be required to work with the initiative's Education Coordinator (see "Collaborating with the Initiative's Education Coordinator," below, for more details) to develop reentry support plans for participating students. Upon release, applicants will be required to work with the initiative's Educational Coordinator to provide transfer and enrollment support for students who have not yet completed their degrees. Finally, applicants will be required to participate in an evaluation of their post-secondary educational program with an independent third party evaluator (see "Partnering with a Research Organization," below, for more details).

Post-secondary programs eligible for funding under this initiative include:

- Bachelor's degree programs
- Associate's degree programs
- Credit-bearing, college-level instruction that leads to an industry-recognized certificate or certification

This proposal seeks to fund programming distributed among three cohorts of current DOCCS inmates enrolled in postsecondary education over the next five years: those to be released in approximately two years, those to be released in three to four years, and those to be released in approximately five years.

**1. Target population**

Inmates in select New York State facilities (detailed under "Eligible Facilities," below) with a high school diploma or equivalent, and who are within two to five years of completing their sentences, will be eligible for the program. In 2014, DOCCS released 22,927 people from its facilities,[15] and more than a third of them had a high school diploma or equivalent or an associate's degree, and thus potentially would have been eligible for this program.[16] Inmates will also be subject to each program's admissions process.

Students are eligible for up to 30 credits (i.e., eight to 10 classes) per year. Each course will support a maximum of 20 students, and program sites will be eligible to maintain multiple courses simultaneously. As students exit the program (i.e., complete the program, drop out, or are released), new students can enroll for college education. The total number of students served over five years is anticipated to be approximately 800 to 1,000.

**2. Eligibility criteria**

Postsecondary education providers with prior experience teaching college in prison are preferred, but prior experience is not required. In order to ensure that all funded institutions provide a similar baseline of instructional quantity and quality, applicant institutions must agree to the following standards, which will be monitored by the program's Educational Coordinator. Applicant institutions must:

[15] Carson, E. A. (2015, Sept). *Prisoners in 2014.* Washington, DC: Bureau of Justice Statistics. Retrieved from http://www.bjs.gov/content/pub/pdf/p14.pdf

[16] New York State Department of Corrections and Community Supervision. (2015). *College education in the NYS* [data file]. Data provided by DOCCS on October 8, 2015.

a) Be a registered and accredited, degree-granting institution recognized by the New York State Education Department.[17]

b) Offer classes that are part of a program of study leading to an associate's or bachelor's degree and/or an industry-recognized certificate or certification.

c) Offer classes that constitute core components of a post-secondary education, including, but not limited to, written expression, mathematics and social sciences or humanities (e.g., history, psychology, business fundamentals).

   Offer classes that meet the academic standards set forth by the Middle States Commission on Higher Education (MSCHE) and the New York State Education Department (NYSED). In particular, applicants must articulate how the classes they deliver will meet the same quality of instruction, academic rigor, and educational effectiveness of comparable institutional offerings.

d) Maintain standards and processes for ensuring academic program quality,[18] including:
   i. Providing in-person instruction by instructors who have the same level of qualification as those who teach classes on the applicant's home campus;
   ii. Meeting standards for quality of instruction, academic rigor, and educational effectiveness that are comparable to those of the other institutional offerings;
   iii. Ensuring that all activities and offerings meet all appropriate standards, including those related to learning outcomes;
   iv. Ensuring adequate and appropriate support services; and
   v. Performing periodic assessment of the impact of the instructional site on the institution's resources and its ability to fulfill its institutional mission and goals.

e) Offer at least four classes per year, and each class must be three to five credits.

f) Offer courses that are responsive to emerging workforce occupational skill requirements. Applicants should list potential occupations for which students completing their course of study are prepared and demonstrate projected job openings in these occupations by geographical region of New York State.

g) Be able to supply all instructional materials, including computers, books, and supplies (see "Partnering with the New York State Department of Corrections," below, for more detail).

h) Provide a 1:1 match of the total award. Existing program funding is eligible to be considered for match funding. If applicants have applied for and are selected for the Second Chance Pell Pilot Program,[19] they should articulate the purposes for which CJII and Pell funding each would be used.

[17] See http://www.highered.nysed.gov/ocue/accred/.
[18] Middle States Commission on Higher Education. (2011). *Characteristics of excellence in higher education: Standards for accreditation*, 51-62. Retrieved from https://www.msche.org/publications/CHX-2011-WEB.pdf
[19] See http://www.ed.gov/news/press-releases/us-department-education-launches-second-chance-pell-pilot-program-incarcerated-individuals

### 3. Collaborating with the Initiative's Education Coordinator

The College-in-Prison Reentry Initiative's Education Coordinator is a partnership between the State University of New York and the City University of New York. The Education Coordinator will oversee and coordinate educational programming among funded applicants and work with applicants to provide reentry support, including enrollment support, referrals for appropriate services, and monitoring post release from prison. Applicants will be required to collaborate with the Education Coordinator in implementing the programs, providing quality assurance of educational services, providing centralized reporting and accountability and developing articulation and transfer agreements.

### 4. Post-Release Continuation of Education and Reentry Support

The Education Coordinator will assist providers in designing a plan to aid their students in making the transition from incarceration to living in the community. Applicants must demonstrate how they will facilitate, either directly or through service providers and other linkages, reentry support and post-release college enrollment guidance and support for interested students who are released from prison without completing their degree. This guidance and support must follow a student, wherever he or she resides in New York post-release, for at least six months.

### 5. Partnering with the New York State Department of Corrections

Applicants must work closely with the New York State DOCCS, which operates the correctional facilities in which the classes will be offered. All education instructors must complete DOCCS safety training before delivering education courses.

Applicants must supply all instructional materials, including computers, books, and supplies. Computers inside the classrooms and/or to which students have access cannot be connected to the internet. DOCCS will provide a room, electrical supply, blackboards or whiteboards, and security outside of the classroom.

### 6. Eligible facilities

Eligible programs include those already providing instruction in one of 22 facilities across NY State:

- Albion
- Attica
- Auburn
- Bedford Hills
- Cape Vincent
- Cayuga
- Coxsackie
- Eastern
- Fishkill
- Five Points
- Great Meadow
- Green Haven
- Greene
- Mohawk
- Otisville
- Ossining
- Sullivan
- Taconic
- Upstate
- Wallkill
- Wyoming
- Woodburne

In addition, DOCCS is open to funding new college-in-prison programs in the following correctional facilities:

- Clinton
- Bare Hill
- Franklin
- Ogdensburg
- Riverview
- Gouverneur
- Watertown
- Mid-State
- Marcy
- Elmira
- Groveland
- Livingston
- Collins
- Gowanda
- Orleans
- Wende
- Shawangunk

**7. Partnering with a Third-Party Evaluator**

Applicants must be willing to participate in an evaluation of this initiative by cooperating with an external evaluator selected by ISLG. In addition to providing data to ISLG and the Education Coordinator for monitoring purposes (see Appendix 1, "Performance Measurement," below, for more detail), applicants will provide data about students applying to or participating in the funded programming, including but not limited to the following:

- Enrollment, attendance
- Concentration/major
- Performance, GPA
- Academic progress (e.g., number of credits accumulated)
- Degree completion
- Cost of providing education per student
- Reentry support offered
- Level of participation in reentry support

Applicants also will be asked to encourage instructors to participate in surveys and interviews.

# IV. Deliverables

Funded applicants will be required to submit 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 what deliverables might include.)

# V. Proposal Content and Format

## A. Cover Letter

A cover letter that provides basic information about the applicant. The cover letter should be signed and dated by an authorized representative of the applicant.

## B. Program Narrative

In addition to describing how the program meets the eligibility criteria detailed in Section III. "Anticipated Scope of Services," the applicant should describe in detail the goals, objectives, and program design(s). In the description of the program, applicants should address how they plan to achieve the goals of this initiative, stated above. Applicants should also:

- State the number of students the program plans to serve in each year of the initiative
- Provide the curriculum for each degree or credit-bearing, college-level instruction that leads to an industry-recognized certificate or certification that will be offered and affirm that each program is accredited by NYSED

The program narrative should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins, and should not exceed 15 pages (excluding appendices and resumes).

### C. Organizational Capacity

Applicants should submit their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth above. Applicants should include a description of key program staff, including:

1. Position/title
2. Education (highest degree)
3. Level of experience (number of years teaching these classes)
4. Type of experience, including a list of all courses taught and description of any experience that illustrates capability of delivering courses in a correctional setting
5. Time commitment (how many classes and/or over what period of time will staff person be involved in this initiative)
6. Availability of teaching assistants

In addition, please attach the resumes of the key staff who will be providing the work and resumes of potential subcontractors (if applicable).

### D. Program Budget Narrative

Applicants should provide a budget outlining their proposed use of funding.

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

In addition, applicants should describe, in detail, the 1:1 match they will provide, including the source of the match (including Second Chance Pell grants) and any existing parameters on the matching funds.

## VI. Proposal Evaluation and Contract Award

## A. Evaluation Procedures

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

## B. Evaluation Criteria

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

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

## C. Basis for Contract Award

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 "Evaluation Criteria") and outlined above. Awards will be made to the best technically rated proposal that offers a price that is determined to be both fair and reasonable. Contract awards shall be subject to the timely completion of contract negotiations between the Research Foundation and the funded applicants.

# VII. Appendices

**Appendix 1: Performance Measurement**
DANY and ISLG are committed to measuring outcomes for all CJII initiatives and disseminating that information so that others can learn from and build on those outcomes.

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

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

a) Clearly articulated goal(s) for their program that are broken down into objective(s);
b) Anticipated process (e.g., staff/student satisfaction), output (e.g., GPA, course completion), and outcome measures (e.g., degree/educational attainment) for each objective for each quarter;
c) Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the project narrative); and
d) Challenges associated with data collection and reporting (e.g., lack of expertise or software) and the way the applicant plans to address them.

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

**Exhibit 1. Performance Measurement Plan**

| Goal | Objective | Process Measure & Target | Output Measure & Target | Outcome Measure & Target | Data Source(s) |
|---|---|---|---|---|---|
| Goal #1: Improve college completion among prison inmates | 1a) To increase number/percentage of inmates with college degrees | 1a) Q1: Percentage of students intending to complete degree: 50%<br>1a) Q1: Average satisfaction with college program: High | 1a) Q1: Number of students enrolled in courses: 15 | 1a) Q1: Number/ percentage of eligible students completing degree: 5% of program complete degree | College/ institution registrar's office |
| | | 1a) Q2: Etc. | 1a) Q2: Number of students enrolled in courses: 20 | 1a) Q2: Number/ percentage of eligible students completing degree: 10% of program complete degree | |
| | | 1a) Q3: Etc. | 1a) Q3: Etc. | 1a) Q3: Etc. | |
| | | 1a) Q4: Etc. | 1a) Q4: Etc. | 1a) Q4: Etc. | |
| | 1b) To increase inmates' progress toward college degrees | 1b) Q1: Percentage of students passing class at midpoint: 80%<br>1b) Q1: Number of course dropouts in Q1: 5 | 1b) Q1: Average number of credit hours earned in Q1: 5 | 1b) Q1: Total number of credits earned, per student: 10<br>1b) Q1: Percentage of enrolled students on track for degree completion: 50% | College/ institution registrar's office |
| | | 1b) Q2: Etc | 1b) Q2: Average number of credit hours earned in Q2: 6 | 1b) Q2: Etc. | |
| | | 1b) Q3: Etc. | 1b) Q3: Etc. | 1b) Q3: Etc. | |
| | | 1b) Q4: Etc. | 1b) Q4: Etc. | 1b) Q4: Etc. | |
| List goal #2 | | | | | |
| Etc. | | | | | |

*Note that applicants that lack capacity for performance measurement and data collection may be offered assistance by CUNY ISLG to comply with this funding requirement.*

## Appendix 2: Deliverables

The chosen applicants will be required to submit deliverables throughout the duration of the term of any contract awarded from this RFP (see table below for examples). Please note that deliverables, frequency, and dates are subject to negotiation and will be finalized once applicants are selected.

**Exhibit 2. Deliverables for Applicants**

| # | Name | Description | Frequency/Due Date |
|---|---|---|---|
| 1 | Program curricula | For each program course of study provide:<br>• Course descriptions<br>• Course assignments and schedules<br>• Texts<br>• Syllabi | At beginning of each school year |
| 2 | Student enrollment | For each program course of study provide:<br>• Date enrolled in college program<br>• Attendance<br>• Dosage<br>• Client demographics, such as race, gender and age<br>• Services provided<br>• Length of participation in program<br>• Student progress | Quarterly |
| 3 | Operational costs status report | • Financial report | Twice a year |
| 4 | Reentry plan for continuation of education and availability of support services | In partnership with the Education Coordinator, applicants must create and maintain a post-release enrollment guidance plan containing contacts and information to enable a released student to complete their degree and successfully reenter his/her community. | To be determined |

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

**Appendix 3: Contract Template**

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

# *AGREEMENT*

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

**PART I SPECIFIC TERMS AND CONDITIONS**

**PART II GENERAL TERMS AND CONDITIONS**

**PART III APPENDICES**

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

## PART I
## SPECIFIC TERMS AND CONDITIONS

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

1. **The Contract and Key Defined Terms**

1.1 **Contract**: Specific Terms and Conditions (Part I), General Terms and Conditions (Part II), and Appendices (Part III)
1.2 **Commencement Date:** _____
1.3 **Term:** _____ Years from the Commencement Date
1.4 **Maximum Contract Price:** $_____
1.5 **Project:** _____
1.6 **Sponsor:** City of New York by and through the New York County District Attorney's Office
1.7 **Prime Contract:** Agreement between City of New York by and through the New York County District Attorney's Office and the Research Foundation

2. **Parties**

2.1 **The Research Foundation**: The Research Foundation of The City University of New York, a not-for-profit corporation, organized under the laws of the State of New York.
2.1.1 **On behalf of:** The Institute for State and Local Governance
2.2 **The Contractor**: _____, having an office at:

_____
_____
FEDERAL TAX ID# 13-3301417

3. **Notice Parties and Addresses**

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

3.1 **Notices to the Research Foundation:**

Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: Kyung Hur, Director Grants and Contracts

with copies to:

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

and

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

**3.1.1 Notice to the Institute for State and Local Governance**

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

3.2 **Notices to the Contractor:**

_____
_____
_____
Attn:

This Contract may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument. Facsimile or electronic signatures (in pdf format) received by the appropriate party will be treated as originals.

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

| | |
|---|---|
| **Research Foundation of the City University of New York on behalf of the Institute for State and Local Governance** | **[CONTRACTOR]** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

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

## PART II

## GENERAL TERMS AND CONDITIONS

## ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

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

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

**Section 1.03 Invoices**.

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

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

**Section 1.04 Payment and Release**. The Research Foundation shall pay the Contractor an amount not to exceed_____ for all services satisfactorily provided under the Contract and invoiced as indicated above. The acceptance by the Contractor of any payment made on the final invoice under this Contract shall terminate any obligation on the part of the Research Foundation

for any additional payments to the Contractor and operate as and shall be a release to Research Foundation from all claims for payment to the Contractor, its successors, legal representatives and assigns for anything done or furnished under the provisions of this Contract

## ARTICLE II—REPRESENTATIONS AND COVENANTS OF CONTRACTOR

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

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

**Section 2.03 Program Eligibility** Except where expressly set forth in the Scope of Services and approved by the Research Foundation, Contractor represents and warrants that eligibility for admission to the services funded through this Contract shall not be restricted on the basis of actual or perceived race, color, creed, national origin, alienage or citizenship status, sex, gender, sexual orientation, disability (including presence of a service dog), marital status, partnership status, military status, or any other class protected from discrimination by federal, state or local law.

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

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

## ARTICLE III—DELIVERABLES AND DATA SHARING, USE AND LIMITATIONS

**Section 3.01 Deliverables and reports.** Contractor shall submit the deliverables and periodic reports required by this Contract, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain

records, make reports and take such other actions as may be directed by the Research Foundation or ISLG.

**Section 3.02 Data Tracking and Reporting.** Contractor understands and agrees that a primary purpose of the Research Foundation and ISLG in entering into the Contract and funding the Services is to enable the monitoring and evaluation of the subject programs to determine impact. To facilitate this effort while safeguarding the confidentiality of personally-identifiable data and complying with applicable law, Contractor agrees to comply with the data reporting and protection provisions set forth in Appendix C, hereof, and made part of this Contract.

**Section 3.03 Publicity**. Prior written approval is required from the Research Foundation and ISLG before Contractor or any of its employees, servants, agents or independent contractors may, at any time, either during or after expiration or termination of this Agreement, make any statement or to the press or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.

## ARTICLE IV— FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

**Section 4.01 Limitation on use of funds**

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

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

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

**Section 4.02 Recoupment of disallowances, improperly incurred costs and overpayments.** The Research Foundation may, at its option, either require the Contractor to reimburse the Research Foundation or withhold for the purposes of set-off any monies due to Contractor under this Contract up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, and/or the amount of any overpayment to Contractor with regard to this Contract or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Contract. Prior to the imposition of withholding for the purposes of set-off, the Research Foundation will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

**Section 4.03 Maintenance of Books and Records.** The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

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

**Section 4.05 Inspection**

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

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

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

**Section 4.07 Audit**. This Contract and all books, records, documents and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment, and the books, records and other documents upon which such vouchers or invoices are based (e.g. reports, cancelled checks, accounts, and all other similar material), are subject to audit by the Research Foundation and ISLG.

**Section 4.08 Compliance with Sponsor Mandates**. Contractor specifically agrees to be bound by the provisions of Article 5 of Appendix A of the Prime Contract, attached hereto as Appendix D, and further specifically agrees that the Sponsor may enforce such provisions against Contractor as if the Sponsor were a party to the Contract.

## ARTICLE V—PERSONNEL & FACILITIES

**Section 5.01 Key Employees.** Contractor shall submit to ISLG a list of certain employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this

Contract. Contractor shall notify ISLG in writing within ten (10) days of their occurrence any appointments to or resignations from these positions.

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

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

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

**Section 5.05 Facility Suitability**. Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Contract, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Contract.

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

## ARTICLE VI—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

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

**Section 6.02 Subcontracting**. Contractor shall not sub-contract any portion of the performance obligations of this Contract without prior written approval of the Research Foundation and ISLG.

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

**Section 6.04 Termination; Postponement; Suspension.**

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

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

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

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

of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of termination.

## ARTICLE VII—INSURANCE AND INDEMNIFICATION

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

**Section 7.02 Hold harmless and indemnification**

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

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

## ARTICLE VIII—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

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

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

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

## Article IX-MISCELLANEOUS

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

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

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

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

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

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

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

1 The Contract
2. Appendix A: Scope of Work
3. Appendix B: Budget/Fee Schedule
4. Appendix F: Proposal
5. Appendix G: RFP

6. All other Appendices annexed hereto.

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

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

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

**Section 9.06 Non-waiver clause**. Any failure or delay of the Research Foundation in exercising or enforcing the strict performance of any of the Contractor's obligations under this Contract or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the Research Foundation of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the Research Foundation.

**Section 9.07 Force Majeure**. Neither party shall be liable for failure or delay in the performance of any duties under this Contract when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The affected party shall give the other party notice of the failure or delay as soon as possible.

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

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

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## ARTICLE X--ASSURANCES and CERTIFICATIONS

### Section 10.01 Export Controls.

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

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

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

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

### Section 10.02 Civil Rights and Equal Employment Opportunity

A. Contractor agrees that it: (a) will comply with 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 disabilities; (d) Age Discrimination Act of 1975, as amended ( 42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, ( P.L. 92-255). as amended; (f) Comprehensive Alcohol Abuse and

Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

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

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

**Section 10.03 Privacy and Security of Personal Health Information.**

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

**Section 10.04 Certification regarding victims of trafficking.**

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

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

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

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

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

**Section 10.07 Iran Divestment Act.**

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

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

**Section 10.08 VENDEX**

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

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

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

## PART III
## APPENDICES

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

**APPENDIX B** **BUDGET/FEE SCHEDULE**

**APPENDIX C** **DATA SHARING AND PROTECTION**

**APPENDIX D** **SPONSOR RECORDS, AUDITS AND INVESTIGATIONS**

**APPENDIX E** **INSURANCE REQUIREMENTS**

**APPENDIX F** **PROPOSAL**

**APPENDIX G** **RFP**

**APPENDIX H** **INVOICE**

**APPENDIX I** **EQUAL EMPLOYMENT OPPORTUNITY**

# APPENDIX A

# SCOPE OF SERVICES

# APPENDIX B

# BUDGET/FEE SCHEDULE

## APPENDIX C

## DATA SHARING AND PROTECTION

A. Contractor agrees to disclose case-level, personally-identified Data ("Data") regarding individuals who apply for or receive services pursuant to this Agreement. Personally-identified data is information that directly identifies or uniquely describes a particular individual or that might be used, either directly or in combination with other information, to ascertain the identity of a particular individual.

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

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

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

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

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

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

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

## APPENDIX D

## ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

### Section 5.01 Books and Records

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

### Section 5.02 Retention of Records

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

### Section 5.03 Inspection

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

from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges but where Contractor believesthat disclosure of such documents would interfere or impair the provision of services under this Agreement, provided that withholding such documents does not impede the ability of the Department to ascertain that contracted-for services have been rendered in accordance with this Agreement.

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

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

**Section 5.04 Audit**

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

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

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

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

**Section 5.05 No Removal of Records from Premises**

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

**Section 5.06 Electronic Records**

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

**Section 5.07 Investigations Clause**

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Definitions

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

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

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

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

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

**Section 5.08 Confidentiality**

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

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or' other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or‘ judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure, The City shall also have the right to withhold further payments hereunder‘ for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or' any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures *prior* to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay direct1y for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a

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

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

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

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

## APPENDIX E

## INSURANCE REQUIREMENTS

Required Policies and Amounts

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| 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.<br><br>The maximum deductible or self-insured retention ("SIR") for the Commercial General Liability policy shall be $10,000. |
| Automobile Liability: (if applicable) | $1,000,000 |
| Umbrella/Excess Liability: | On a per occurrence and aggregate basis, and shall be excess of primary general, automobile and employer's primary liability limits. |

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

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

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

## APPENDIX I

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

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

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

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

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

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

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

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

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regii1ations, ot orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or

2. Suspension or termination of the Agreement; and/oi

3. Declaring the Contractor in default; and/or

4. In lieu of any of the foregoing sanctions, imposition of an employment program.

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

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to which it becomes a party un1ess exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier' of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

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

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable of educational purposes, that is 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,