



District Attorney of
New York County

Criminal Justice Investment Initiative

Request for Proposals for Center for Trauma Innovation Planning

No. 017
Expires 03/09/2018

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I. Cover Sheet

A. Goal of the RFP

This Request for Proposals (RFP) seeks proposals from qualified applicants to develop a plan for a Center for Trauma Innovation (CTI) based in New York City. The plan may form the basis for a potential, larger investment in the CTI itself. The goal for the CTI is to address gaps and challenges in the existing system of services for people exposed to trauma. The CTI will offer comprehensive, culturally-competent, free or low-cost services to individuals experiencing trauma, with a focus on reaching people and communities in New York City that are most impacted by violence, people who do not traditionally seek out victim services, and organizations seeking to incorporate and/or enhance trauma-specific interventions in their work.

Currently, existing trauma-specific services may often focus specifically on populations exposed to primary trauma (i.e., interpersonal, acute, or physical traumas). This leaves a gap in services and treatment for populations with exposure to secondary trauma (i.e., systemic trauma, or physical, psychological, or emotional harm caused by environments and institutions; or, exposure to individuals with primary exposure to trauma, such as through family members), which means that some of the people and communities in NYC that are most affected by trauma as a result of poverty and/or regular exposure to violence may not have access to the services they need. In addition, many people with primary exposure to trauma, especially men of color and justice-involved individuals and families, do not access services due to biases, lack of effective treatment from providers, etc. The CTI will test interventions to fill these gaps and provide training and technical assistance (TTA) on strategies for incorporating and/or enhancing trauma-specific interventions to organizations serving people and communities who experience these gaps.

The long-term vision for the CTI will serve three functions:

- Expand and strengthen the response to populations exposed to primary and secondary trauma through designing and testing community-based demonstration projects and innovative clinical interventions, which develop, implement, and evaluate trauma-informed and trauma-specific interventions and engagement strategies (see Section IV. B for more detail).
- Enhance the capacity of existing trauma services in New York City and community-based responses to populations targeted by CTI through the provision of training and technical assistance (TTA) to city agencies and community-based organizations (see Section IV. B for more detail).
- Create a trauma innovation learning community. It is anticipated that the center will bring together a consortium of providers and other experts across sectors who will share best practices for intervention and engagement strategies, inform, lead, participate and/or benefit from CTI's demonstration projects, and make use of and/or deliver TTA (see Section IV. B for more detail).

Thus, this RFP will identify an entity to produce a plan in service of a potential, later investment in a CTI, as envisioned above.

B. Timeline and Submission Instructions

1. **Release Date of RFP: Thursday, December 21, 2017**
2. **Questions:** Questions about this RFP may be submitted in writing at <https://cuny-islg.fluidreview.com>. Questions and requests for clarification must be submitted by **Friday, January 19, 2018 at 11:59pm EST**.
3. Answers to all questions will be available as an addendum to this RFP by **11:59pm EST on Friday, February 2, 2018**. It will be the responsibility of applicants to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted under <https://cjii.org/category/opportunities>.
4. **Proposal Due Date:** Proposal submissions are due by **Friday, March 9, 2018, at 11:59pm EST**. Proposals should be submitted via <https://cuny-islg.fluidreview.com>.
5. Failure to submit a proposal by the due date and time may result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. **Anticipated Contract Start Date: July 2018**

C. Funding and Number of Awards

DANY anticipates total funding for planning to be up to \$150,000 for one 6-month award to plan a Center for Trauma Innovation in Manhattan. DANY may award implementation and capital funding for the Center at a future date.

D. Contact Information

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

II. Key Terms

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

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

New York County District Attorney's Office (DANY): Manhattan District Attorney's Office. DANY established CJII.

The Research Foundation of the City University of New York (RFCUNY, or Research Foundation): Under CJII, the Research Foundation of CUNY will administer all funds. The Research Foundation is a nonprofit educational corporation that provides CUNY and non-CUNY clients with the administrative infrastructure to support sponsored program activities. The Research Foundation acts as DANY's fiscal agent for CJII.

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

Primary Trauma: The emotional duress that results when an individual has firsthand experience that can cause trauma, as defined above.

Secondary Trauma: The emotional duress that results when an individual hears about the firsthand trauma experiences of another.^c

Complex Trauma: Chronic, multiple, cumulative, and prolonged interpersonal trauma, which often involves the direct harm, exploitation, and maltreatment by caregivers or individuals in positions of authority. Although it often occurs during childhood and adolescence, complex trauma may also occur later into adulthood. Complex trauma typically occurs under conditions of vulnerability such as disempowerment, dependency, age, and disability/infirmity.

Systemic Trauma: Refers to the contextual features of environments and institutions that give rise to trauma, maintain it, and have the potential to further impact posttraumatic response. The

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

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

^c The National Child Traumatic Stress Network, <http://www.nctsn.org/resources/topics/secondary-traumatic-stress>

framework of a systemic lens recognizes the ecological role and contribution of families, communities, and cultures to psychological functioning and well-being.

Trauma-Informed: Organizations and practices that incorporate an understanding of the pervasiveness and impact of trauma and that are designed to reduce re-traumatization, support healing and resiliency, and address the root causes of abuse and violence.¹

Trauma-Specific Services: Treatment approaches designed specifically to treat trauma-related symptoms, trauma-related disorders, and specific disorders of traumatic stress.²

Trauma Survivor: Anyone who has experienced trauma or has had a traumatic stress reaction. By avoiding the term “victim,” which has negative connotations and can cause re-traumatization, the term “survivor” reflects a capacity for resilience and healing.³

Center for Trauma Innovation (CTI): This RFP contemplates the Center for Trauma Innovation as an innovative approach to addressing gaps and challenges in the existing system of services for people exposed to trauma. The NYC-based Center would offer comprehensive, culturally competent, free or low-cost services to individuals experiencing trauma, with a focus on reaching the people who do not traditionally seek out victim services and communities in NYC that are most impacted by violence.

III. Summary of the Request for Proposals

A. Purpose of this RFP

DANY is interested in funding an organization to develop a plan for a comprehensive, multi-faceted Center for Trauma Innovation (“Center” or “CTI”) in Manhattan, as described in *Section IV.B*. Up to \$150,000 will be available to fund the planning for the Center for Trauma Innovation, as described in this RFP.

The planning of the CTI will require a comprehensive process that includes best practice research, data analysis, interviews, and strategic planning, to be conducted in close coordination with DANY, ISLG, city agencies, community partners, and selected experts. The funded applicant will work with stakeholders and experts (including social service practitioners, clinicians, community leaders, academics, researchers, and government agencies) to develop an operational plan for CTI that identifies:

- the role of the Center, its governance and management structure,
- the most appropriate focus population(s),
- a TTA strategy for city agencies and community-based organizations,
- physical structure and location(s),
- comprehensive program design and referral process for the Center, and
- implementation and capital funding needs, with an eye towards maximizing partnerships, identifying potential vendors, and ensuring sustainability.

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

This investment is situated within DANY’s broader investment strategy for enhancing effectiveness across systems. The Center for Trauma Innovation (CTI) will ultimately help achieve CJII’s goals of improving public safety and promoting a fair and efficient criminal justice system by reaching underserved populations that have been exposed to violence and are unlikely to be reached by existing trauma-specific services, whether due to financial, cultural, or structural service impediments.

The plan produced at the culmination of the contract period will provide DANY with the necessary information to decide whether and how to solicit, fund, and support the implementation of the CTI. (As noted earlier, implementation and capital funding for the CTI may be awarded at a future date.)

B. Anticipated Contract Specifications

DANY anticipates awarding one contract for the planning of the Center for Trauma Innovation in alignment with the goals of this RFP (see *Section IV.C*). The length of planning funding will not exceed 6 months, with the planning period estimated to begin in July 2018. The funded

applicant must provide deliverables to ISLG throughout the contract period (see *Section V. and Appendix 1*).

DANY anticipates that any agreement entered into as a result of this RFP will be with DANY as the contracting party. As DANY's agent, ISLG will manage the initiative. The contract template is attached as Appendix 5. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, DANY reserves the right to enter into contract negotiations at a later date with other providers that are available to fulfill the services specified in this RFP.

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

The provider that receives funding through this RFP must be willing to work with the Silberman School of Social Work at Hunter College, the managing entity of CJII's Community Navigator initiative during the planning process and develop a strategy for engaging Community Navigators in the Center for Trauma Innovation plan. Community Navigators (see Appendix 2) are part of a broader CJII strategy to increase access to services and to increase coordination and partnership among service providers. Community Navigators are supervised by the Silberman School of Social Work at Hunter College. Community Navigators may be available to assist clients, family members, and others seeking services through the Center for Trauma Innovation.

C. Anticipated Available Funding

DANY anticipates total funding to be up to \$150,000 for a 6-month award to plan a Center for Trauma Innovation in New York. At a future date, DANY may decide to issue a separate solicitation to identify a vendor to implement and operate the Center for Trauma Innovation.

Organizations may submit only one proposal in which they are the lead applicant in response to this RFP. Organizations are not restricted from appearing as partners/subcontractors on one or more other proposals, however.

IV. Anticipated Scope of Services

A. Background

In recent years, there has been a growing focus on the impact of trauma on individuals' well-being and the need to consider this pervasive public health issue in the delivery of behavioral health and other social services. Trauma is a widespread, damaging, and expensive public health problem affecting people of all ages, races, ethnicities, genders, socio-economic levels, and other social strata. Trauma can be broadly defined as an unfavorable emotional response to a negative event or series of events (such as regularly experiencing neighborhood violence, a car accident, a

natural disaster, or a pattern of domestic violence). The growing field of research on trauma reveals that exposure to a traumatic event is the norm rather than the exception, with more than 70% of adults in the United States experiencing some sort of traumatic event in their lifetime.^d

One all-too-common variant of trauma in the United States is exposure to violence in the home or community. Violence exposure—either direct (as a survivor) or indirect (as a witness or child/loved one of a survivor)—can be both physically and emotionally damaging, particularly for children and youth, often with significant long-term health consequences. Complex trauma, which occurs when individuals have experienced a number of potentially traumatic experiences, has a particularly long-lasting impact on an individual’s trajectory. Children exposed to chronic violence, for instance, may have socioemotional challenges (e.g., difficulty with relationships), cognitive difficulties (e.g., trouble concentrating), or even physical health problems (e.g., impaired sensorimotor development) that can last into adulthood.^e

Although interpersonal violence affects people of all races, ages, and social strata, research indicates that young people of color are at disproportionate risk for trauma exposure (e.g., family violence, physical and sexual abuse, community violence), which is often rooted in and compounded by larger issues of inequity and poverty.^{f-g} For example, the National Child Traumatic Stress Network found significantly higher exposure to domestic violence, community violence, and complex trauma (two or more types of trauma) in racial/ethnic minority youth compared with white youth.^h Young people of color—especially young men—who live in lower-income, higher-crime neighborhoods may be at higher risk for trauma than the general population, given the exposure to violence in their homes and neighborhoods; however, their symptoms are typically under- or misidentified and undertreated.ⁱ

Untreated trauma related to violent events can have direct and indirect implications for public safety. For instance, individuals who have traumatic reactions to violence exposure may underreport those violent events due to shame, fear of retaliation, or mistrust of the criminal justice system,^j which means perpetrators of violence can continue engaging in that behavior without consequences. Moreover, many perpetrators of violence were themselves victimized or exposed to violence earlier in life; in other words, exposure to violence itself can perpetuate a cycle of violence. For example, children who are exposed to intimate partner violence are more

^d “How to Manage Trauma.” 2012. The National Council for Community Behavioral Healthcare. <http://www.thenationalcouncil.org/wp-content/uploads/2012/11/Trauma-Infographic-Print.pdf>.

^e “Children’s Services Practice Notes.” 2012. The N.C. Division of Social Services and the Family and Children’s Resource Program. Vol. 17, No.2. Cook, A., Spinazzola, P., Ford, J., Lanktree, C., Blaustein, M., Cloitre, M., et al. (2005). Complex trauma in children and adolescents. *Psychiatric Annals*, 35(5), 390-398. <http://www.practicenotes.org/v17n2.htm>.

^f American Psychological Association. 2008. “Children and Trauma.” 2008 Presidential Task Force on Posttraumatic Stress Disorder and Trauma in Children and Adolescents. <http://www.apa.org/pi/families/resources/children-trauma-update.aspx>

^g Sered, Danielle. December 2014. “Young Men of Color and the Other Side of Harm: Addressing Disparities in our Response to Violence.” Vera Institute of Justice. <http://www.vera.org/sites/default/files/resources/downloads/young-men-color-disparities-responses-violence.pdf>.

^h Ko, Susan. 2005. “Culture and Trauma Brief.” The National Child Traumatic Stress

Network. http://www.nctsn.org/nctsn_assets/pdfs/culture_and_trauma_brief.pdf. Racial and ethnic minority youth in the studies referenced in this brief included African American, American Indian, and Latin American youth.

ⁱ Cook, B. L., C. L. Barry, & S. H. Busch. 2013. Racial/ethnic disparity trends in children’s mental health care access and expenditures from 2002 to 2007. *Health Services Research*, 48(1), 129-149. Garland, Ann. F., A. S. Lau, M. Yeh, K. M. McCabe, R. L. Hough, & J. A. Landsvery. 2005. Racial and ethnic differences in utilization of mental health services among high-risk youths. *American Journal of Psychiatry*, 162, 1336-1343. Guo, S., S. H. Kataoka, Lbear & A. S. Lau. 2014. Differences in school-based referrals for mental health care. *School Mental Health*, 6(1), 27-39.

^j Langton, Lynn, M. Berzofsky, C. Krebs, & H. Smiley-McDonald. August 2012. Victimization not reported to the police, 2006-2010. Washington, DC: Bureau of Justice Statistics. Ofstehage, Andrew, A. Gandhi, J. Sholk, A. Radday, & C. Stanzler. September 2011. Empowering victims of domestic violence. *Social Issue Report: September 2011*.

likely to engage in intimate partner violence as adults than those are were not.^k As such, untreated trauma often leads to involvement in the criminal justice system via engagement in violent crime; a substantial body of research points to a link between surviving or witnessing abuse and later arrest and incarceration.^l The proportion of inmates with a prior history of violence exposure is significant: a recent study examining the prevalence of posttraumatic stress disorder among prison inmates found that nearly half of incarcerated men had experienced some sort of physical trauma prior to incarceration.^m

Although many vulnerable trauma survivors go untreated, despite the harmful individual, public health, and public safety consequences, approaches designed to address the damaging effects of trauma exist and could be tailored or made available to underserved populations.ⁿ For instance, *trauma-informed care*,^o as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA), understands the widespread impact of trauma; recognizes the signs and symptoms of trauma in clients; integrates best practices related to trauma into policies, procedures, and practices; and takes intentional action to prevent re-traumatization.^p Trauma-informed care includes strategies such as *trauma-specific services* (e.g., assessment, treatment/therapy, recovery supports), as well as broader strategies that aim to infuse key trauma principles into the organizational culture of public institutions and service providers (e.g., trauma-informed technical assistance and consulting, professional training).^q More than 25 trauma-specific approaches have been identified as effective in helping individuals address trauma across a diverse array of trauma types (e.g., natural disasters, rape, child abuse, exposure to violence) and service populations (e.g., veterans, refugees, police officers, incarcerated youth).^r

Strategic planning for CJII determined that numerous providers of trauma-informed and trauma-specific services are available in NYC, but several factors limit their accessibility. For instance, trauma-informed care providers in NYC often focus on populations with exposure to interpersonal, acute, or physical traumas, leaving a gap in services and treatment for populations, with exposure to secondary trauma. Existing services and interventions primarily focused on addressing specific types of traumas (e.g., exposure to domestic violence or child abuse) may narrow service accessibility. Other interventions that focus on providing services to specific populations (e.g., juvenile justice-involved youth), may fail to consider cultural barriers (e.g., beliefs and attitudes towards mental health services, mistrust of medical and mental health providers), which can make reporting and managing related symptoms more difficult and disproportionately affect communities of color. Additionally, there are financial barriers to trauma-informed care (e.g., inadequate insurance coverage, limited financial means). Although

^k Franklin, Courtney A., & G. Kercher. (2012). The intergenerational transmission of intimate partner violence: Differentiating correlates in a random community sample. *Journal of Family Violence*, 27(3), 187-199. <https://link.springer.com/article/10.1007%2Fs10896-012-9419-3?LI=true>

^l Widom, Cathy S. 1989. Child abuse, neglect, and violent criminal behavior. *Criminology*, 27(2), 251-271. Wolff, Nancy, J. Shi, & J. Siegel. 2009. Patterns of victimization among male and female inmates: Evidence of an enduring legacy. *Violence and Victims*, 24(4), 469-484.

^m Wolff, Nancy & J. Shi. 2012. Childhood and adult trauma experiences of incarcerated persons and their relationship to adult behavioral health problems and treatment. *International Journal of Environmental Research and Public Health*, 9(5), 1908-1926.

ⁿ Moroz, Kathleen J. 2005. "The Effects of Psychological Trauma on Children and Adolescents." Vermont Agency of Human Services, Department of Health, Division of Mental Health Child, Adolescent and Family Unit. http://mentalhealth.vermont.gov/sites/dmh/files/report/cafu/DMH-CAFU_Psychological_Trauma_Moroz.pdf.

^o The term "trauma-informed care" is referred to variably as "trauma-informed approach" in practice (SAMHSA, 2014).

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

^q Ibid.

^r California Evidence-Based Clearinghouse. 2017. <http://www.cebc4cw.org/>; National Child Traumatic Stress Network. 2017. <http://www.nctsn.org/>.

NYC has a growing landscape of trauma-informed services and providers, these notable gaps remain.

B. Long-Term Vision

The Manhattan District Attorney's Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Given the widespread impact of trauma, in conjunction with trauma-specific service gaps, DANY is interested in funding a comprehensive, multi-faceted Center for Trauma Innovation ("Center" or "CTI") in Manhattan.

The Center for Trauma Innovation (CTI) would achieve three aims:

1. Expand and strengthen the response to populations who are exposed to primary and secondary trauma, particularly populations who are often underrepresented among those who currently receive trauma-based services, including men of color and justice-involved individuals and families. This should be accomplished through designing and testing community-based demonstration projects and innovative clinical interventions, which develop, implement, and evaluate trauma-informed and trauma-specific interventions and engagement strategies. These demonstration projects should focus on addressing exposure to primary and/or secondary trauma and could include therapeutic models, community- or population-specific outreach and engagement strategies, and other new and innovative interventions to reduce the impact of trauma exposure.
2. Enhance the capacity of existing trauma services in New York City and community-based responses to populations targeted by CTI. This should be accomplished through the provision of training and technical assistance (TTA) to city agencies and community-based organizations that work directly or indirectly with populations who have experienced trauma and who are often underrepresented among those who currently receive trauma-based services, including men of color and justice-involved individuals and families.
3. Create a trauma innovation learning community. It is anticipated that the CTI will bring together a consortium of providers and other experts across sectors who will share and develop best practices for intervention and engagement strategies with primary and secondary trauma survivors who are traditionally underrepresented among those who currently receive trauma-based services, including men of color and justice-involved individuals and families. The consortium members will inform, lead, participate and/or benefit from CTI's demonstration projects and make use of and/or deliver TTA to city agencies and community-based organizations to support more efficient and accurate referrals to these services.

CTI will be located in a community-based setting accessible to the target population. CTI may propose to conduct the majority of its work within a brick-and-mortar location, satellite locations, and/or through mobile/in-home service provision, in order to offer a deeper reach into the target communities.

C. Goals and Objectives

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

- Identification of a multi-disciplinary team of stakeholders and experts, including social service practitioners, clinicians, community leaders, academics, researchers, and government agencies to serve in one or more roles: CTI governance, management, and/or part of the wider learning community;
- Exploration of the gaps within the field and assessment of CJII grantees and organizations and focus populations;
- Identification of potential clinical approach(es) to working with focus populations;
- Development of a comprehensive CTI operational plan that identifies the role of the CTI, a governance and management structure, consortium of experts, focus population(s), a TTA strategy for city agencies and community-based organizations, physical structure and location(s), operational budget, including implementation and capital funding needs, with an eye towards maximizing partnerships and ensuring sustainability;

D. Planning Framework

This request seeks proposals from appropriate applicants to develop a plan for a potential CTI. The plan may form the basis for a potential larger investment in the CTI itself, as described in *Section III.* and *Sections IV. B and C.*

- 1. Eligible Organizations:** Center for Trauma Innovation planning could be conducted by for-profit organizations, nonprofit organizations,^s or governmental entities, provided they meet the other eligibility criteria defined herein. Note that asset forfeiture funds (i.e., the source of CJII funding) cannot be used to fund government staff salaries. Applicants should have the staff, relationships, and resources necessary to implement their proposed planning process within the timeline set forth in this RFP, or should demonstrate the ability to acquire and develop them in a timely manner upon notification of an award, where applicable. Experience coordinating comprehensive planning processes inclusive of program design, and substantive knowledge of the focus population(s) of this RFP, existing relevant service landscape, and pertinent organizational and community partners is strongly preferred, but not required.
- 2. Plan Proposal.** Applicants should describe how they will design and execute a comprehensive planning process for a Center for Trauma Innovation, as described in *Section VI.B.*
- 3. Collaboration and Partnerships:** Applicants must work closely with ISLG and DANY throughout all phases of the project. The funded applicant must also identify and consult with relevant system and community partners in designing a plan for the Center for Trauma Innovation, as described in *Sections III and IV.B and C.* Working closely with ISLG and DANY, this process will include, but not be limited to, convening a working group to inform the program design, with representation from key stakeholders including, among others, community-based organizations, relevant

^s Nonprofits without 501(c)3 status may apply but are required to have a fiscal sponsor in place upon proposal submission.

city agencies, trauma experts, and trauma survivors with experience relevant to the target populations.

V. Deliverables

The contractor must submit regular deliverables throughout the duration of the term of the contract awarded from this RFP. Please note that deliverables, frequency, and dates are subject to negotiation. (See Appendix 1 for examples of possible deliverables).

VI. Proposal Content and Format

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

A. Cover Letter (1 page maximum)

The cover letter should briefly summarize the proposed approach and key strategies to planning the Center for Trauma Innovation, indicate the amount and number of months of planning funds sought, and give basic information (e.g., location, contact information) about the applicant. The cover letter should be signed and dated by an authorized representative of the applicant.

B. Planning Narrative (15 page maximum)

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

- a. **Planning Narrative Elements:** All applicants should describe how they will design and execute a comprehensive planning process for a Center for Trauma Innovation that includes, but is not limited to, the following essential elements:
 - a. *Planning Partners:* Describe the process for convening a multi-disciplinary team of stakeholders and experts, including social service practitioners, clinicians, community leaders, trauma survivors, academics and government agencies, and determine each stakeholder's role in designing, governing, managing and/or participating in the wider learning community.
 - b. *Managing Entity:* Describe the process for identifying the key qualifications of an organization that would be well-suited to implement the planned Center for Trauma Innovation.
 - c. *CTI role:* Describe the process for designing a strategic framework for CTI operations (including its vision, mission, goals, guiding principles, and business components).
 - d. *Population(s) to be served:* Describe the process for identifying the specific population(s) of primary and secondary trauma survivors who are often underrepresented among those who currently receive trauma-based services, particularly men of color and justice-involved individuals and families. The

process for identifying a population should consider age, gender identity, sexual orientation, ethnicity, type of criminal justice involvement, or geographic community. Describe the process for identifying and the service needs of the population(s) to be served by the Center for Trauma Innovation. Which stakeholders, experts, data, and/or research will be consulted during this process, and how will that consultation process inform the applicant's identification of the focus population(s) and its service needs? What service needs in particular will the applicant seek to identify and why? How will the planning entity ensure the planned approaches are culturally competent and responsive to the needs of the focus population(s)?

- e. *TTA strategy*: Describe the process for identifying city agencies and community-based organizations that provide services to, come into contact with, and/or have expertise in working with the target population, or that have expertise in other areas relevant to the proposed approach to working with the target population. Describe the process of identifying the TTA needs among the identified agencies and organizations. The process should identify how the Center for Trauma Innovation would function as a provider of technical assistance and training, a facilitator of a learning community, and driver of innovation through demonstration projects.
- f. *Program Approach*: Describe the process for identifying the CTI's trauma-informed approach, demonstration project opportunities, outreach and engagement strategies, and the types of trauma-specific services that will effectively serve the target population. What strategies will be used to identify and engage underserved populations that do not typically access services? What research and which stakeholders will be consulted as part of this process?
- g. *Operational Plan*: Describe the process for developing an implementation-ready operational plan for the Center for Trauma Innovation, which at a minimum must include details regarding key elements such as:
 - staffing, management, and staff training;
 - collaborative governing structure, including membership, roles, and decision-making processes
 - co-location and coordination of services, including:
 - identification of services to be made available through the CTI and associated partners to respond to the needs of the population,
 - how CTI will operate as a network of providers and agencies,
 - referral processes,
 - expectations of partner agencies within the network or multi-disciplinary team, including coordination of services, training, and ensuring the availability of services,
 - how service delivery will be trauma-informed, culturally responsive, and tailored to the characteristics and varying levels of need of the service population(s),
 - how the CTI will coordinate with existing agencies and organizations that work with the service population(s), and

- identification of gaps in services or foreseen obstacles to service delivery via the CTI that need to be addressed,
 - how the CTI will work with the Community Navigators program;
- hours of operation and off-hours access;
 - use of technology;
 - use of data;
 - outreach and training plan for both agency and community stakeholders to improve city-wide capacity to identify underserved and/or nontraditional survivors of trauma and violence; and
 - branding and communications.
- h. *Location(s)*: Describe the process for identifying a location for a Center for Trauma Innovation (e.g., in an academic institution or community-based organization) and the implications of that location for reaching the target population(s) and providing a safe and secure environment for service provision. The process should identify one or more physical space(s) that is/are conducive, or could easily be made conducive, to a Center for Trauma Innovation. What key factors will the applicant prioritize in the identification of a location and why? Describe the process for assessing whether satellite locations, mobile units, in-home services, and/or partnerships with other service centers are necessary and the process for securing them, if deemed appropriate.
- i. *Cost*: Describe the process for identifying a five-year budget detailing annual costs for the proposed Center for Trauma Innovation and capital improvement costs necessary to build out the CTI at the proposed location(s), which may inform CJII's implementation strategy and budget. What key costs will be projected and how will the applicant arrive at the projections?
- j. *Sustainability*: Applicants should consider Center for Trauma Innovation sustainability in their proposed planning process. What steps will be taken to plan for sustainability following the end of CJII's initial implementation funding for planning and implementation of the Center for Trauma Innovation?
- b. Planning Timeline**: Provide a timeline that outlines the major milestones of the planning period. The timeline should stipulate key staff responsible for each milestone and denote milestone completion by month.

C. Organizational Capacity (8 page maximum)

Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in *Section VI.B Planning Narrative* above.

Applicants should specifically address or include the items listed below.

1. Resources that the applicant and any subcontractors would use to carry out the planning process, including all staff, volunteers, community partners, facilities, technology (if applicable), and the role of each.
2. Basic information about any subcontractors (if applicable), including a description of their role in the proposed planning process. For what portion of the planning work would the subcontractor(s) be responsible? Refer back to the Planning Narrative, as appropriate.

3. Identify any existing partnerships relevant to the planning work proposed and describe the nature of the partnerships.
4. Attach a copy of the applicant's latest audit report or certified financial statement, or a statement as to why no report or statement is available.
5. Attach letters of support/commitment from city agencies, community partners, consultants, subcontractors and/or other funders, as appropriate. Letters should be addressed to DANY and submitted as a single file in the CJII Application Portal.

D. Experience (8 page maximum)

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

1. Explain how the applicant's and any subcontractor(s)' current and/or previous work is relevant to the proposed planning process and how this knowledge and experience will be leveraged in the planning of the Center for Trauma Innovation.
2. Description and evidence of staff members' and any subcontractor(s)' experience working with agencies and providers servicing trauma survivors and underserved populations and/or in underserved communities impacted by violence, particularly young adults of color. Applicants should demonstrate their understanding of best practices for working with individuals who have experienced trauma and have a working knowledge of complex trauma in their broader plan for planning the CTI.
3. Indicate the length of time the applicant and any subcontractor(s) have a) been in operation and b) provided services relevant to this RFP.
4. List of key program staff and the role(s) each will fill. What are the qualifications for staff in each role (including to-be-hired staff, if applicable)? How are staff supported? To what extent do staff have training and experience with best practice research, data analysis, strategic planning, and program design?
5. Attach resumes of the key staff who will be providing the work.

E. Planning Budget

Applicants should provide a budget for the planning work proposed in their application. The budget should include a proposed breakdown of funds for the work across key categories. A sample budget form is included in Appendix 3. The budget form is included only as an example; applicants may submit budgets in a different format, but their budgets should include at least the sections and information identified in the sample budget form.

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

F. Planning Budget Narrative (3 page maximum)

Applicants should provide a budget narrative for the proposed planning work that corresponds to the budget. The budget narrative should link the proposed costs to the proposed planning components and activities and outline any assumptions on which the budget is based.

G. Fiscal Sponsorship Documentation (if applicable)

As noted, for-profits, nonprofits, and government agencies are eligible to apply. A nonprofit without 501(c)3 status may apply but is required to have a fiscal sponsor in place upon proposal submission; the fiscal sponsor should serve as the applicant. In such instances, applicants should state the name of the fiscal sponsor; outline the responsibilities of the fiscal sponsor; and outline their obligations to the fiscal sponsor. Applicants should also submit any fiscal sponsorship agreement.

H. Proposal Formatting and Length Requirements

Applicants should adhere to the following formatting requirements:

- All submissions should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins.
- Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
- Pages should be paginated.
- Length Restrictions:
 - Cover Letter (*Section VI.A*) should not exceed one page (double-spaced). Only the first page of the Cover Letter will be read and scored by the evaluation team.
 - The Planning Narrative (*Section VI.B*) should not exceed 15 pages (double-spaced), including any tables and charts. Only the first 15 pages of the Program Narrative will be read and scored by the evaluation team.
 - The Organization Capacity Section (*VI.C*) should not exceed eight pages (double-spaced), excluding letters of support/commitment and audit report/certified financial statement. Only the first eight pages will be read and scored by the evaluation team.
 - The Experience Section (*VI.D*) should not exceed eight pages (double-spaced), excluding resumes of key staff. Only the first eight pages will be read and scored by the evaluation team.
 - The Planning Budget Narrative Section (*VI.F*) should not exceed three pages (double-spaced). Only the first three pages will be read and scored by the evaluation team.
 - The Fiscal Sponsorship documentation (*Section VI.G*), if applicable, is not restricted by length.
- Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating submitted proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

All proposals accepted by DANY will be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined to be non-responsive will be rejected (see *VII.C. Minimum Requirements*). A review team, selected by DANY, will evaluate and rate proposals based on the evaluation criteria described below, and make funding recommendations to DANY. DANY and ISLG reserve the right to conduct site visits, conduct interviews, request that applicants make presentations or demonstrations, and/or request that applicants provide additional materials or documentation as they deem applicable and appropriate. Although discussions may be conducted with applicants submitting acceptable proposals, DANY reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the applicant's initial proposal should contain its best technical and price terms. A formal background check to assess the technical capacity, financial capacity, and operational integrity will be performed on the applicant and any subcontractors selected to receive funding through this RFP. DANY is responsible for making all funding decisions.

DANY reserves the right to fund none or one planning effort based on the proposals received in response to this RFP.

B. Evaluation Criteria

The following evaluation criteria will be used to identify the winning proposal, alongside other goals/priorities of CJII and this initiative stated in this RFP:

- Quality of planning narrative – 50%
- Level of organizational capacity – 20%
- Prior relevant experience – 25%
- Budget and budget narrative – 5%

C. Minimum Requirements

Proposal submissions must meet minimum requirements to be considered responsive, scored by the evaluation team, and considered by DANY for funding. Specifically, applications must:

- propose a planning process to develop a plan for a Center for Trauma Innovation in Manhattan.

Submissions that do not meet this minimum requirement will be disqualified.

D. Basis for Contract Award

The contract award will be made to the applicant whose proposal is determined to be the most advantageous by DANY, taking into consideration the price, the recommendations of the evaluation team and such other factors and criteria as are set forth in the RFP (see *Section VII.B.*

Evaluation Criteria). The contract award shall be subject to the timely completion of contract negotiations between DANY and the selected applicant.

VIII. Appendices

Appendix 1: Deliverables

The funded applicant will be required to submit regular deliverables throughout the contract term (see Exhibit 1 for examples). Please note that deliverables, frequency, and dates are subject to negotiation.

Exhibit 1: Deliverables for Center for Trauma Innovation Planning Entity

#	Name	Description	Frequency/Due Date
1	Planning Status Report	Report on planning activities conducted to date, any challenges to proposed planning work, and status of solutions.	Monthly
2	Planning Costs Status Report	Financial reports	Monthly
4	Draft Center for Trauma Innovation Operational Plan	Draft plan detailing the proposed operations of the Center for Trauma Innovation (see elements in Section VI.B)	By month 4
5	Center for Trauma Innovation Operational Plan	Draft plan detailing the proposed operations of the Center for Trauma Innovation (see elements in Section VI.B)	By month 6

Appendix 2: Description of the Community Navigator Pilot

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

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

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

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

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

The entity funded under this RFP will be asked to coordinate with the Silberman School of Social Work, the Community Navigators Managing Entity, during the planning process.

Appendix 3: Sample Budget Form

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

Exhibit 2. Sample Budget Form

Budget Category	Per unit cost	FTE*	Planning (6 months)	TOTALS
PERSONNEL SERVICES				
Program Director				
Other Program Staff (1)				
Other Program Staff (2)				
Other Program Staff (etc.)				
Total Salaries			\$ -	\$ -
Fringe Benefits (% full time; % part time)**			\$ -	\$ -
Total Personnel (Salaries + Fringe)			\$ -	\$ -
OTHER THAN PERSONNEL SERVICES (OTPS)				
Other Than Personnel Expenditures (1)				
Other Than Personnel Expenditures (2)				
Other Than Personnel Expenditures (etc.)				
Subtotal			\$ -	\$ -
Subcontracts (if applicable)				
Subcontract (1)				
Subcontract (2)				
Subcontract (etc.)				
Total Subcontracts			\$ -	\$ -
Total OTPS			\$ -	\$ -
Subtotal (Personnel + OTPS)			\$ -	\$ -
Indirect Costs (%)**			\$ -	\$ -
TOTAL			\$ -	\$ -

*FTE: Include percentages for personnel. For example, if the Program Director is only dedicating 15% of her time to the initiative, put "15%".

**Denote the percentage

Appendix 4: References

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2. “Children’s Services Practice Notes.” 2012. The N.C. Division of Social Services and the Family and Children’s Resource Program. Vol. 17, No.2. Cook, A., Spinazzola, P., Ford, J., Lanktree, C., Blaustein, M., Cloitre, M., et al. (2005). Complex trauma in children and adolescents. *Psychiatric Annals*, 35(5), 390-398. <http://www.practicenotes.org/v17n2.htm>.
3. American Psychological Association. 2008. “Children and Trauma.” 2008 Presidential Task Force on Posttraumatic Stress Disorder and Trauma in Children and Adolescents. <http://www.apa.org/pi/families/resources/children-trauma-update.aspx>
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8. Franklin, Courtney A., & G. Kercher. (2012). The intergenerational transmission of intimate partner violence: Differentiating correlates in a random community sample. *Journal of Family Violence*, 27(3), 187-199. <https://link.springer.com/article/10.1007%2Fs10896-012-9419-3?LI=true>
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http://www.ncbi.nlm.nih.gov/books/NBK207201/pdf/Bookshelf_NBK207201.pdf
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Appendix 5: Contract Template

PART I

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

SPECIFIC TERMS AND CONDITIONS

1. Commencement Date and Term

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

2. Parties

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

3. DANY’s Agents

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

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

4. **Notices**

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

4.1 **Notices to DANY:**

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

With copies to:

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

and

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

4.2 **Notices to Contractor:**

Attn:

5. **Execution**

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

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

**DISTRICT ATTORNEY
OF NEW YORK COUNTY**

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

1.01 Scope of Services

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

1.02 Budget

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

1.03 Invoices

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

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

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

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

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

1.04 Payment and Release

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

ARTICLE II—REPRESENTATIONS AND COVENANTS OF CONTRACTOR

2.01 Contractor Eligibility

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

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

2.02 Duplication

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

2.03 Program Eligibility

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

2.04 No Fees

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

2.05 Conflict of Interest

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

ARTICLE III — SUBCONTRACTING

3.01 Contractor's Right to Enter Certain Subcontracts

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

3.02 No Contractual Relation Between any Subcontractor and DANY

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

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

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

3.04 Right of Revocation of Subcontracts

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

ARTICLE IV—DELIVERABLES AND DATA SHARING, USE AND LIMITATIONS

4.01 Deliverables and reports

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

4.02 Data Tracking and Reporting

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

4.03 Confidentiality

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

4.04 Publicity

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

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

ARTICLE V— FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

5.01 Limitation on use of funds

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

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

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

5.02 Cost allocation plan

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

5.03 Recoupment of disallowances, improperly incurred costs and overpayments

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

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

5.04 Maintenance of Books and Records

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

5.05 Retention of Books and Records

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

5.06 Inspection

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

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

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

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

5.07 Audit

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

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

ARTICLE VI—PERSONNEL & FACILITIES

6.01 Key Employees

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

6.02 Maintenance of Skilled Staff

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

6.03 Screening of Staff and Responsibility for Screening

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

6.04 Allegations of abuse and maltreatment

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

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

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

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

6.05 Facility Suitability

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

6.06 Contractor's responsibility for safety

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

ARTICLE VII—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

7.01 Assignment

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

7.02 Modification and extension

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

7.03 Termination; Postponement; Suspension

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

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

ARTICLE VIII—INSURANCE AND INDEMNIFICATION

8.01 Insurance

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

8.02 Hold harmless and indemnification

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

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

ARTICLE IX—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

9.01 Rights in data and copyrights

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

9.02 Publication

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

9.03 Infringement

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

Article X-MISCELLANEOUS

10.01 Equal Employment Opportunity.

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

10.02 Order of precedence.

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

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

10.03 Governing Law

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

10.04 Notices

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

10.05 One Year Limitation

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

10.06 Non-waiver clause

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

10.07 Force Majeure

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

10.08 Entirety of Agreement

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

10.09 Paragraph headings

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

ARTICLE XI--ASSURANCES and CERTIFICATIONS

11.01 Civil Rights and Equal Employment Opportunity

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

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

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

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

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

11.02 Privacy and Security of Personal Health Information

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

11.03 Certification regarding victims of trafficking

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

11.04 New York State Information Security Breach and Notification Act

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

11.05 Certification regarding debarment, suspension, ineligibility and voluntary exclusion

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

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

11.06 Iran Divestment Act

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

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

11.07 VENDEX

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

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

PART III
APPENDICES

APPENDIX A	SCOPE OF SERVICES
APPENDIX B	BUDGET
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APPENDIX D	SPONSOR RECORDS, AUDITS AND INVESTIGATIONS
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APPENDIX A
SCOPE OF SERVICES

APPENDIX B

BUDGET

APPENDIX C

DATA OBLIGATIONS AND RESPONSIBILITIES

- A. At ISLG’s direction, Contractor will provide to ISLG, its subcontractor(s), agent(s), or designated third-party evaluator(s) (i) aggregate data regarding services and other items provided by Contractor pursuant to this Agreement, and/or (ii) non-Personally Identifiable Information (“PII”) regarding individuals who apply for or receive services pursuant to this Agreement, (collectively “Data”) for purposes of monitoring Contractor’s performance.
- B. Except as set forth in paragraph (F) below, no PII shall be provided by Contractor.
- C. Contractor agrees to work with ISLG, its subcontractor(s), agent(s), or designated third-party evaluator(s) in interpreting, clarifying, or correcting the Data. The obligation to clarify and correct the Data will survive the Agreement.
- D. Contractor will provide Data during the period in which it provides services pursuant to this Agreement and will continue to provide Data afterwards, for a period to be determined, not to exceed three (3) years. In addition, for programs that were already providing related services prior to the provision of funding under this Agreement, Contractor may be required to provide historical Data for a period of up to two (2) years before the services funded under this Agreement commenced. In such case, a specific period for which the Contractor must provide Data shall be specified in the Scope of Services (Appendix A) or the Contractor’s Proposal (Appendix F).
- D. Contractor agrees to provide Data related to specific performance metrics and outcome metrics that will be specified in the Scope of Services (Appendix A). The specific metrics will be determined based on program content and the availability of Data, and may be subject to change during the term of the Agreement; all metrics will relate to the general measurement areas outlined in the RFP.
- E. Contractor understands that information about the Contractor and/or the program – including but not limited to Data provided by the Contractor – may be included in public research products and communications materials, such as reports, publications, or presentations. All Data and research findings will be reported at the aggregate level. For clarity, no PII concerning program participants or applicants will be disclosed.
- F. If PII are required for the implementation and/or evaluation of a program, a Data Use Agreement will be negotiated and agreed upon by Contractor and ISLG, which shall govern the treatment of all PII. At a minimum, such an agreement shall outline provisions and protections related to the following: a) data transfer; b) data storage; c) use of data; d) disclosure of data; e) research products and communications materials; and f) data destruction. In the event that Contractor provides PII to ISLG pursuant to such a Data Use Agreement, ISLG shall not disclose any PII to DANY.

APPENDIX D

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

1. Books and Records

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

2. Retention of Records

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

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

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

3. Inspection

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

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

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

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

4. Audit

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

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

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

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

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

5. No Removal of Records from Premises

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

6. Electronic Records

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

7. Investigations Clause

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

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

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

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

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

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

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

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

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

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

E. Definitions

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

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

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

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

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

8. Confidentiality

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

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

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

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

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

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

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

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

APPENDIX E

INSURANCE REQUIREMENTS

Required Policies and Amounts

Workers' Compensation/
Disability Benefits:

In statutory amounts

Employer's Liability:

The greater of statutory amounts or \$1,000,000.

Commercial General
Liability (including Owner's
Protective Liability):

The minimum combined single limit per occurrence shall be \$1,000,000, with an annual aggregate of not less than \$2,000,000 in the aggregate.

The maximum deductible or self-insured retention ("SIR") for the Commercial General Liability policy shall be \$10,000.

Automobile Liability:
(if applicable)

\$1,000,000

Umbrella/Excess Liability:

On a per occurrence and aggregate basis, and shall be excess of primary general, automobile and employer's primary liability limits.

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

Professional Liability Insurance:

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

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

APPENDIX F

CONTRACTOR'S PROPOSAL

APPENDIX G

RFP

APPENDIX H

SAMPLE INVOICE²⁰

Name of CJII Initiative: _____

Date: _____

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

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

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

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

²⁰ Contractor shall be paid in the manner set forth in the Scope of Services, Appendix A, for all services and all other items and deliverables satisfactorily provided.

APPENDIX I

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

¹ National Center on Domestic Violence, Trauma, and Mental Health. (2013). *Thinking About Trauma in the Context of DV Advocacy: An Integrated Approach*. Adapted from Harris and Falot, 2001.

² Substance Abuse and Mental Health Services Administration. (2014). *Trauma-Informed Care in Behavioral Health Services*. http://www.ncbi.nlm.nih.gov/books/NBK207201/pdf/Bookshelf_NBK207201.pdf

³ Ibid.