CRIMINAL JUSTICE INVESTMENT INITIATIVE

District Attorney of
New York County

Criminal Justice Investment Initiative

Request for Proposals to Evaluate
Early Diversion Programs for Young Adults and Adults

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I. Cover Sheet

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to solicit proposals from applicants to evaluate the *Early Diversion Programs for Young Adults and Adults* initiative.

Beginning in Fall 2017 and over a period of three years the New York County District Attorney's Office (DANY) is committing $7.76 million under its Criminal Justice Investment Initiative (CJII) to fund three service providers as part of its investment in early diversion programs. (The providers will be funded for one additional year for the purposes of providing final performance data to ISLG and of working with the selected evaluator, as appropriate.) The providers funded under this investment will plan and implement similar post-arrest, pre-arraignment diversion programs (or, "early diversion" programs) to divert young adults and adults arrested for low-level offenses who do not have a criminal record away from court processing and instead to effective and tailored community-based responses. The investment is part of DANY's broader investment in diversion and reentry support services to effectively address the needs and risks of young adults and adults in the justice system.

This solicitation reflects DANY's broad commitment to data-driven decision-making and to informing the research and practice field in New York and more widely. Evaluation applicants should propose a research design that facilitates an implementation assessment, outcome evaluation, and cost-benefit (CBA) analysis of the *Early Diversion* initiative. Although the programs are not exactly alike, they all involve one-day interventions that, if successfully completed, help participants avoid arrest records, prosecution, and traditional case processing. Applicants must propose to include all three programs as part of the evaluation of the initiative. Specific goals of the evaluation include an understanding of how the initiative and individual programs are implemented, whether the model is effective in reducing risk factors for criminal justice involvement (e.g., recidivism), and whether it is cost-effective.

B. Timeline and Submission Instructions

1. **Release Date of RFP:** 10/05/2018
2. **Questions:** Questions about this RFP and/or about individual programs/providers listed in this solicitation may be submitted in writing through the CJII application portal at http://cuny-islg.fluidreview.com. Questions and requests for clarification must be submitted by 11:59pm EST on 10/28/18. All questions should be submitted to the link above and not directly to the programs/providers listed in this solicitation. ISLG will coordinate with programs/providers, as necessary, to provide answers to program-specific questions.
3. Answers to all questions will be available as an addendum to this RFP by 11:59pm EST on 11/14/2018**.** It will be the responsibility of the proposers to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted alongside the RFP here: https://cjii.org/request-proposals-evaluate-early-diversion-programs-young-adults-adults/.

4. **Proposal Due Date:** Proposal submissions are due 12/16/18 at 11:59pm EST. Proposals should be submitted via http://cuny-islg.fluidreview.com.
5. Failure to submit a proposal by the due date and time will result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. **Anticipated Contract Start Date**: Late Spring 2019

C. Funding and Number of Awards

DANY anticipates awarding up to one contract, with total funding up to $500,000 over up to three years.

D. Contact Information

Questions regarding RFP content should be submitted in writing at http://cunyislg.fluidreview.com by the date and time specified above. Questions regarding technical difficulties should be sent to cjii@islg.cuny.edu.

II. Key Terms

Criminal Justice Investment Initiative (CJII): Established by the New York County District Attorney's Office in 2014 to invest funds[i] 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. The Criminal Justice Investment Initiative was established by DANY.

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

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

Early Diversion Programs for Young Adults and Adults Initiative: A $7.76 million investment funded via the CJII, which funds three service providers to plan and implement diversion programs after arrest and before arraignment (or, "early diversion" programs). The programs divert young adults and adults arrested for low-level offenses who do not have a criminal record away from court processing and instead, to effective and tailored community-based responses. Providers first began serving participants in February 2018 and will continue serving participants through January 2021.

Early Diversion: For this RFP, the term early diversion refers specifically to programs that divert eligible individuals after arrest in lieu of prosecution and court processing. Individuals successfully completing early diversion programs will not have an arrest record and will avoid prosecution.

Community-Based Responses: Community-based responses refers to services and approaches provided by organizations that are not part of the criminal justice system and that are delivered outside of court and jail. Not all programs offered in the community are specifically neighborhood-based.

Cost-Benefit Analysis: Assesses the cost of a program relative to the benefits that are accrued by participants and/or society as a result of program outcomes.

Criminogenic Needs: Characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend and commit another crime.

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

Desk Appearance Ticket (DAT): A Desk Appearance Ticket is an order issued by the police to an individual to appear in Criminal Court to respond to an accusation that they have committed an offense.

Implementation Assessment: Assesses how a program or approach is implemented, including with respect to program operation, fidelity, client experience, and factors that facilitate or hinder successful implementation.

Outcomes: The results and impact of program activities (e.g., recidivism).

Outputs: Measurements of program activities (e.g., number of participants served, types of interventions offered).

Outcome Evaluation: Assesses whether a program or approach achieves its hypothesized or intended results with the focus population or participants.

Procedural Justice: The idea that one's perception of the justice system is related not simply to the outcome but also, or perhaps more so, to the process. Research on procedural justice has shown that people who perceive the justice system to be fair are more likely to comply with the law.[1] Key elements or principles of procedural justice include voice, respect, neutrality, and trust.

Risk-Need-Responsivity Principle: The three core principles of rehabilitation for individuals who offend, supported by decades of research, are risk, need, and responsivity (RNR).[2] Development of any intervention for individuals who have committed an offense, including diversion programs, should consider and be tailored to the individuals' risk level (e.g., low, medium or high), criminogenic needs (e.g., substance abuse, unemployment), and responsivity (i.e., learning style, level of motivation, abilities, and strengths).[3]

Young Adults: This RFP defines young adults as 18- to 24-year-olds, recognizing that young people in this age range are making the transition from childhood to adulthood and therefore may benefit from diversionary programming to reduce unnecessary criminal justice involvement during that transitional period.

III. Summary of the Request for Proposals

A. Purpose of the RFP

The Manhattan District Attorney's Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. DANY recently committed $7.76 million under CJII to fund the *Early Diversion Programs for Young Adults and Adults* initiative, which funds three different service providers to plan and implement post-arrest, pre-arraignment diversion programs (or, "early diversion" programs) to divert young adults and adults arrested for low-level offenses who do not have a criminal record away from court processing and instead to effective and tailored community-based responses. (See *Appendix 4* for the original RFP for the *Early Diversion* initiative.) The investment is part of DANY's broader investments in diversion and reentry support services, detailed in the *CJII Strategic Plan*, to effectively address the needs and risks of young adults and adults in the justice system.

This solicitation seeks an evaluator for the *Early Diversion* initiative, including the initiative as a whole and each of the three providers funded to implement the initiative. Specifically, DANY is interested in understanding how the initiative and individual programs are implemented, whether the model is effective in reducing risk factors for criminal justice involvement (e.g., recidivism), and whether it is cost-effective. Specific evaluation goals are described in *Section VI.B.*

The City University of New York Institute for State and Local Governance (ISLG) is the technical assistance consultant to the Manhattan District Attorney's Office for CJII. ISLG provides oversight and performance measurement to CJII grantees.

ISLG and DANY will jointly manage the evaluator funded under this initiative. The selected evaluator will be expected to work closely with DANY, ISLG, and each provider throughout the evaluation period. Applicants will submit proposals to DANY, which makes all decisions regarding the funding of awardees. The Research Foundation of CUNY (Research Foundation) will administer the funds to the evaluator.

B. Anticipated Contract Specifications

The Manhattan District Attorney's Office anticipates awarding one contract for up to three years, beginning in late Spring 2019. Funding for the full three years would support an evaluation of programs funded under the *Early Diversion Programs for Young Adults and Adults* initiative over a portion of the three-year implementation of the investment itself (February 2018 through January 2021), as well as an additional year for follow-up data collection and preparation of a final evaluation report (anticipated through Spring 2022). DANY anticipates that the contract payment structure will be deliverables-based, i.e., payments will be based on the satisfactory completion of deliverables as drafted in *Appendix 1* and to be included in the signed contract (see evaluation contract template, *Appendix 3*). Deliverables will be finalized during contract negotiations (see *Appendix 1* for anticipated deliverables).

As provided for in the evaluation contract template (*Appendix 3*), some deliverables (*Appendix 1;* see Articles IV and IX) may be produced for public dissemination. The evaluator will be required to submit all deliverables to ISLG and DANY for review and comment before they are made public.

The Manhattan District Attorney's Office anticipates that any agreement entered as a result of this RFP will be with DANY as the contracting party and ISLG as DANY's agent. The evaluation contract templateis attached as *Appendix 3*. If a selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, DANY reserves the right to enter into contract negotiations at a later date with other providers available to conduct the evaluation.

C. Anticipated Available Funding

The Manhattan District Attorney's Office anticipates total funding for the evaluation to be up to $500,000 during the contract term.

IV. Anticipated Scope of Services

A. Background

Whereas New York City crime rates have dropped significantly in recent years, tens of thousands of individuals continue to be arrested and arraigned each year on misdemeanor offenses, which make up the vast majority of arraignments. This volume of cases demands significant law enforcement, legal, and court resources from the city. Further, a large proportion of these cases currently end up disposed at arraignment,[4] dismissed, or adjourned in contemplation of dismissal,[5] calling into question the efficiency of using court to process them.[6]

In addition to the inefficiency of processing these cases in court, research and practice suggest that court processing may be an ineffective, and even harmful, response for low-risk individuals. The research-informed risk-need-responsivity principle advises that interventions are most effective when their intensity is tailored to an individual's risk level. Subjecting individuals with a low risk of reoffending to the supervision and intensive responses often associated with court processing (including jail, intensive reporting requirements, and/or mandatory services) may increase their likelihood of reoffending. Additionally, research on procedural justice suggests that people who perceive the justice system process as fair are more likely to comply with law enforcement-issued mandates and comply with the law in the future. Diverting individuals who are arrested for first-time and for low-level offenses, and who therefore may be interfacing with the criminal justice system for the first time, into a community-based alternative can both reduce system inefficiency and promote a more effective, proportionate, and fair response to crime than traditional court processing.

Early diversion programs implemented immediately following arrest present a unique opportunity to concentrate limited criminal justice resources on cases involving serious crimes and higher-risk defendants while at the same time holding eligible lower-level defendants accountable through participation in activities that help them to address the root causes of their offending behavior, avoid a criminal record, and, where feasible, restore harm done to those

adversely impacted by their offense. These programs are typically shorter and less-resource intensive than court processing, resulting in increased system efficiency and cost savings.

The Manhattan District Attorney's Office has already implemented innovative approaches to safely divert low-level defendants from the criminal court system. In partnership with the New York Police Department, DANY supported the pilot of Project Reset in Harlem, which diverts qualifying 16-and 17-year olds arrested for low-level crimes from court processing to a rapidly applied two-session intervention.[7] During the first six months of the Project Reset pilot, 98 percent of young people who participated completed the program.[8] Inspired by the program's early success, DANY expanded Project Reset in 2016 to divert as many as 900 eligible 16-17-year-old defendants in Manhattan.[9] (An evaluation of Project Reset is currently underway, and results from that evaluation will be shared with the selected applicant to help refine the evaluation focus and design for this initiative.) Using the early successes of Project Reset (for 16- and 17-year olds) as a foundation, DANY developed the *Early Diversion Programs for Young Adults and Adults* initiative to expand early diversion opportunities to eligible older populations (i.e., ages 18 and above). In the seven-month period between February 1, 2018 and August 31, 2018, 798 people were determined to be eligible and referred to the program. Of the 798 individuals, 476 enrolled in Project Reset, and 364 completed programming. Listed below are the enrollment totals for each provider during that period.

- Center for Court Innovation: 237 clients enrolled
- The Osborne Association: 225 clients enrolled
- Young New Yorkers: 14 clients enrolled

The *Early Diversion Programs for Young Adults and Adults* initiative seeks to spark innovation in the field of criminal justice diversion and increase New York City's capacity in this area by funding the development and implementation of early diversion programs in Manhattan that are grounded in the principles of diversion best practice. These programs will hold defendants accountable for their offenses and link participants to services that are responsive to their specific risks and needs (and for young adults, age/developmental stage) in order to promote public safety and positive outcomes for defendants and communities.

B. Evaluation Framework

This request seeks proposals to evaluate the *Early Diversion* initiative. Broadly speaking, DANY is interested in understanding how the initiative and individual programs are implemented, whether the model is effective in reducing risk factors for criminal justice involvement (e.g., recidivism), and whether it is cost-effective. Applicants should propose a design for an implementation assessment, an outcome evaluation, and a cost-benefit analysis, as specified in *Section VI.B.* The evaluator will be expected to work closely with ISLG and DANY throughout the evaluation period.

The evaluation(s) will focus on participants throughout the three-year implementation in each of the programs listed in *Section IV.B.* In addition, the evaluation should attend to the program models themselves, including their long-term viability and role in reducing justice system involvement. The evaluator should propose an evaluation framework that achieves an evaluation of the initiative more broadly, but that also speaks to differences within programs. Therefore, if

possible, the evaluator should produce findings for the overall initiative as well as for individual programs.

Applicants should propose a design that permits an initial understanding of program implementation and effects within 1.5 years of the start of the evaluation, as well as full understanding of the initiative following its completion. Initial and ongoing findings may be used to adjust the implementation of the programs, if warranted. Ideally, the evaluation design should also allow for an understanding of short-term (3 months and 6 months following program completion) outcomes for the entire sample, and longer-term outcomes (1 year following program completion) for at least a subset of the sample.

1. **Eligibility Criteria:** Applicants should have experience and success partnering with relevant community-based organizations and government agencies to collect and interpret data; and experience conducting process/implementation, outcome, and/or cost-benefit evaluations of diversion programs and/or programs that serve low-risk, justice-involved young adults and adults. Finally, applicants should ideally have experience conducting multi-site evaluations.
2. **Collaboration and Partnership:** Applicants must work closely with ISLG, DANY, and programs funded through the *Early Diversion* initiative throughout all phases of the evaluation. Findings from Project Reset, the diversion program for 16- and 17-year-olds upon which the *Early Diversion* initiative is based, will be shared with the evaluator to help guide the evaluation of the *Early Diversion* initiative.
3. **Description of the Intervention Model:** Although the initiative is being implemented by three different providers, they share a similar program model. The program model is described below.
    a. *Intervention Model.* All three programs are "early diversion" programs, i.e., after arrest and before arraignment, for eligible defendants who are arrested and issued a desk appearance ticket ("DAT") for select misdemeanor offenses.
    b. *Eligible Population.* Young adults (18-24) and adults (25+) with no criminal record, who are arrested in Manhattan for select non-violent misdemeanor offenses for the first time, issued a DAT by police, and deemed eligible for diversion by DANY. DANY reviews the cases that fit the above criteria and excludes any cases with disqualifying circumstances (e.g., other pending cases). DANY then refers the remaining cases to providers for outreach and enrollment. In the seven-month period between February 1, 2018 and August 31, 2018, 798 individuals were determined to be eligible and referred for this intervention.Of the 798 individuals, 476 enrolled in Project Reset, and 364 completed programming.
    c. *Recruitment/outreach and enrollment/selection of participants.* Upon receiving referrals from DANY on eligible participants for Adult Project Reset, providers use a combination of phone calls, letters, emails, and text messages to reach eligible defendants to engage them in programming. Eligible defendants have the option to agree to participate or decline to participate and pursue formal court processing.
    d. *Intake and screening.* All three programs conduct a brief intake with enrolled participants to collect basic demographic information. Programs also invite

enrollees to participate in a screening process that helps the provider understand the needs profile of the participant. Programs may also use this information to determine the most appropriate intervention type (see *Section IV.B.4*) and to inform referrals to voluntary services.

e. *Dosage.* The required interventions take place on one day, lasting two to three hours. Dosage for voluntary supportive services varies based on participants' needs.

f. *Program completion.* Completion of one mandatory intervention constitutes program completion. Successful completion of the program results in DANY's dismissal of the case, whereas failure to complete the program results in formal court processing by DANY.

4. **Description of Individual Program Variations:** Descriptions of the three programs constituting the initiative are listed below. Given that the programs are new or scaling up significantly, individual program offerings are likely to change over the course of the initiative. In addition, an evaluation of Project Reset (the program upon which the *Early Diversion* initiative is based) is currently underway, and results from that evaluation will be shared with the selected applicant to help refine the evaluation focus and design for this initiative. Thus, applicants should propose an evaluation approach that can accommodate changes to the individual programs.

   a. Program 1. Center for Court Innovation (CCI): Adult Project Reset (APR)

      i. *Intervention Types.* The curriculum for APR draws on best practices in adult learning and is tailored to young adults and adults based on clinical expertise and the latest research in brain science. APR adapts CCI's existing diversion program for eligible 16- and 17-year-olds (Project Reset) to make it appropriate for young adults and adults. For instance, the program for young adults and adults will consist of a one-day intervention rather than the two days in Project Reset and will not include some Project Reset interventions (e.g., youth court) that are less appropriate for adult or young adult audiences. Participants in CCI's Adult Project Reset (APR) are required to complete one of the following mandatory intervention types:

         1. Early Diversion Workshop: The Early Diversion workshop consists of a single two- to three-hour session, including a brief intake and a facilitated group session. The curriculum consists of group activities and facilitated discussions designed to teach participants about the criminal justice process, diversion, justice system players, and collateral consequences of an arrest. At the conclusion of the session, the facilitator discusses social service resources based on the needs of the participants.
         2. Individual Counseling Session*:* An individual counseling session (ICS) lasts 45-60 minutes and includes a brief intake and a one-on-one conversation with a social worker. An ICS is intended for participants with high needs or who are more vulnerable, and is more intensive and personalized than group work. Using a trauma-informed and strengths-based approach,

social workers encourage clients to make changes, seek help, and identify unhealthy patterns of coping that may lead to future criminal behavior.

Participants may also be referred to several voluntary supportive services based on their additional needs, including but not limited to: family development programming, employment services, and financial counseling sessions.

ii. *Focus populations and numbers served.* CCI's Adult Project Reset program serves: 1) eligible young adults (18-24) and adults (25+) arrested in Midtown Manhattan[ii] starting on February 1, 2018; and 2) eligible young adults (21-24) and adults (25+) arrested in Downtown Manhattan[iii] starting on July 1, 2018. CCI's contract ends on January 31, 2021. (CCI will not serve 18-20 year-olds in Downtown Manhattan. Instead, those clients will be served by YNY, as described in *Section IV.B.4.c.ii*.)

1. In Year 1: 1,200 participants will be served.
2. In Year 2: 2,100 participants will be served.
3. In Year 3: 2,100 participants will be served.

b. Program 2. Osborne Association: Adult Project Reset (APR)

i. *Overview.* Osborne has not previously offered the APR program. Osborne's APR participants are required to complete one of the following mandatory intervention types:

1. Social Resilience Model Workshop: The Social Resilience Model (SRM) workshop consists of a single two- to three-hour session that focuses on the basics of the SRM, a neuroscience-based approach to dealing with stress, distress, and trauma. The SRM workshop provides basic neuro-educational information and introduces two self-regulation skills aimed to avoid risky behaviors and prevent re-traumatization..
2. Restorative Justice Works Leadership Training: Restorative Justice Works Leadership Training focuses on the Restorative Justice Works (RJW) model, a brief restorative education intervention developed by the Center for Justice at Columbia University to support the development and wellness of adults and young adults affected by the criminal justice system. RJW aims to support self-knowledge and the connection between self and community with the belief that behavior can change through increased self-awareness and increased connection to family and community..
3. Narcan/Naloxone Treatment Training: The Narcan/Naloxone Treatment training equips participants with the skills and equipment (Narcan/Naloxone kit) to recognize and interrupt opioid overdoses..

[ii] Midtown Manhattan includes the following NYPD police precincts: 10, 17, Midtown South, Midtown North, Central Park, 19, 20 and 24.

[iii] Downtown Manhattan includes the following NYPD police precincts: 1, 5, 6, 7, 9 and 13.

4. Community Benefit Projects: Community benefits projects link participants with community organizations to participate in service projects that give back to the Harlem community..

Several voluntary services are also offered via Osborne's Adult Project Reset program, including referrals to supportive services in the community based on individualized needs; benefits screening and enrollment; and additional program offerings for Adult Project Reset graduates, such as extended SRM workshops, extended RJW training sessions, case management, and college tours.

ii. *Focus populations and numbers served.* Osborne's Adult Project Reset program serves eligible young adults (18-24) and adults (25+) arrested in Uptown Manhattan[iv] starting on February 1, 2018. Osborne's contract ends on January 31, 2021.
    1. In Year 1: 644 participants will be served.
    2. In Year 2: 644 participants will be served.
    3. In Year 3: 644 participants will be served.

c. Program 3. Young New Yorkers (YNY): Adult Project Reset (APR)

i. *Overview.* YNY's APR program adapts for Manhattan the diversion program it currently offers in Brooklyn. YNY's APR participants are required to complete the following mandatory intervention type:
    1. Arts-Based Restorative Justice Intervention: The arts-based restorative justice intervention engages participants in taking responsibility for their actions through storytelling, utilizing video, photography, and collage. The intervention culminates in an art/digital story detailing each participant's arrest and charges, the ways in which the charges have affected their family and community, reflections about their choices, and a collaged aspirational self-portrait that represents the participant's healthy future beyond their arrest.

Participants may be referred to several voluntary supportive services in the community based on their additional needs.

ii. *Focus populations and numbers served.* YNY's Adult Project Reset program serves eligible young adults (only ages 18-20) arrested in Downtown Manhattan[v] starting on July 1, 2018. YNY's contract ends on December 31, 2020. (YNY will not serve 21-24 or 25+ year-olds. Instead, those clients will be served by CCI in Downtown Manhattan, as described in *Section IV.B.4.a.ii.*)
    1. In Year 1: 120 participants will be served.
    2. In Year 2: 195 participants will be served.
    3. In Year 3: 195 participants will be served.

5. **Evaluation Types/Components:** Applicant should propose an evaluation design for each of the following evaluation types. As part of their proposals, applicants may choose to address each program separately or as part of a broader plan. However, the

[iv] Uptown Manhattan includes the following NYPD police precincts: 23, 25, 26, 28, 30, 32, 33, and 34.
[v] Downtown Manhattan includes the following NYPD police precincts: 1, 5, 6, 7, 9 and 13.

evaluation proposal should enable an understanding of the initiative overall and ideally, of the individual programs as well. Understanding of variations in the individual programs is particularly important to the outcome evaluation. The design should be flexible, allowing for changes as the result of program modification, lessons learned from the Project Reset (the diversion program for 16- and 17-year-olds upon which the *Early Diversion* initiative is based) evaluation, practical challenges, and other factors. Findings from the Project Reset evaluation will be shared with the evaluator to help guide the evaluation of the *Early Diversion* initiative.

a. **Implementation Assessment:** Applicants should propose a design that documents implementation of the initiative and individual programs, including any challenges experienced by the programs and how they have been addressed. Given the light-touch nature of the program, the initiative's foundation in an existing program (Project Reset for 16- and 17-year-olds), the lag between the program and evaluation start dates, and the increasing availability and awareness of early diversion programming across the country, applicants should propose a less intensive implementation assessment than a more robust process evaluation. The evaluator should work closely with DANY, who manages each of the three *Early Diversion* providers, to draw on lessons learned and overarching principles from this and other initiatives. The implementation assessment should be concentrated within the initial 1.5 years of the grant, culminating in the mid-evaluation report (see *Appendix 1* for a list of anticipated deliverables).
b. **Outcome Evaluation:** Applicants should propose an outcome evaluation design that facilitates understanding of the initiative as a whole and ideally, of the individual programs as well. The outcome evaluation should be the primary focus of the proposal and the evaluation. The evaluation should include participant outcomes such as justice system involvement and attitudes about law enforcement and the justice system. Ideally, the evaluation should also include organizational-level outcomes such as those related to courtroom efficiency (e.g., case volume and severity of charges in prosecutors' caseload). Applicants should not propose an experimental design but should seek, if possible, to compare program participants to those who do not engage in programming, e.g., via a quasi-experimental design. Other designs may also be considered, including single-group longitudinal designs, basic pre/post-intervention measurement, and comparisons to historical data. In addition, the outcome evaluation should include a stratified analysis of program effects based on participant differences in age (specifically, 18-20, 21-24, and 25+), race, gender, justice system involvement, intervention types, and other factors.
c. **Cost-benefit Analysis:** Applicants should propose a plan to collect and gather program data necessary to analyze the economic benefits and costs of the programs and initiative.

V. Deliverables

Funded applicants will be required to submit regular deliverables throughout the duration of the term of any contract awarded via this RFP. Please note that deliverables, frequency, and dates are subject to negotiation. See *Appendix 1* for a list of anticipated deliverables.

VI. Proposal Content and Format

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

A. Cover Letter

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

B. Evaluation Proposal (15-page maximum)

Applicants should propose an evaluation design that allows for understanding of the initiative as a whole and ideally, individual programs as well. Applicants may structure their proposal as they prefer, including addressing each program separately or as part of a larger plan. In any case, all programs will be part of the implementation assessment, outcome evaluation, and a cost-benefit analysis. Nonetheless, the outcome evaluation should be the focus of the proposal. Applicants should propose an evaluation approach that can accommodate changes to the program models.

Applicants should address the research design, sources and methods of data collection, and measures of the implementation assessment, outcome evaluation, and CBA, as indicated below. The applicant should upload a single Evaluation Proposal file in the CJII Application Portal addressing the following components:

1. **Research Review.** Applicants should conduct a review of relevant research, including notable gaps with regard to intervention components as well as methodological approaches.
2. **Design and Justification of Design**
    a. *Implementation assessment.* Applicants should propose a light-touch implementation assessment, outlining the design and key research questions. The implementation assessment should document implementation of the initiative and individual programs, including challenges experienced by the programs and how they are addressed. Applicants should plan to develop a logic model for the initiative as a whole and for each program, in order to understand key program components, assumptions, and implementation fidelity. Applicants should justify the proposed implementation assessment design in light of the research in *Section VI.B.1*, including how the proposed implementation assessment will add to understanding and knowledge in/of the field. Findings from the implementation assessment, including as articulated

in the mid-evaluation report and any other prior deliverables (see *Appendix 1*), may inform any necessary adjustments to the initiative/programs.

b. *Outcome evaluation*. Applicants should outline their specific research questions, approach/design, and anticipated analytical techniques for the outcome evaluation, which should facilitate understanding of the initiative as a whole and ideally, of individual programs. The outcome evaluation should compare program participants to those who do not engage in early diversion programming. If sample sizes allow, the outcome evaluation should also compare the effectiveness of the different intervention types described in *Section IV.B.4*. The outcome evaluation should also include a stratified analysis of program effects based on participant differences in age (specifically, 18-20, 21-24, 25+), race, gender, justice system involvement, interventiom types, and other factors. Applicants should justify the proposed outcome evaluation design in light of the research in *Section VI.B.1*, including how the proposed outcome evaluation will add to understanding and knowledge in/of the field. Applicants should propose a plan that allows for modification given corresponding alterations to program models and implementation. <u>The outcome evaluation should be the focus of the proposal.</u>

   i. *Approach to address selection bias*. Applicants should not propose an experimental design. It is preferred that applicants propose a comparison group (via quasi-experimental design) that is as similar to the treatment group as possible. Applicants should also propose an approach to adjust for possible differences between the treatment and comparison group(s). Given that the program models may be adjusted during the contract term, applicants should consider approaches that allow for modification. Other approaches may be considered as well (e.g., single-group longitudinal design, basic pre/post-intervention measurement, comparisons to historical data).

   ii. *Power analysis.* Applicants should justify their approach for the outcome evaluation by conducting a power analysis. The power analysis should include a description of the minimum sample sizes and estimated power assuming small, medium, and large program effects.

c. *Cost-benefit analysis.* Applicants should propose a cost-benefit analysis, outlining the specific research questions, approach/design, and anticipated analytical techniques. Applicants should propose a cost-benefit analysis that weighs the cost of the program against the financial value of services participants receive as a result of the program (e.g., restorative justice, case dismissal), as well as any other benefits (tangible or intangible) arising from the programs. Applicants should justify the proposed CBA design in light of the research in *Section VI.B.1*, including how the proposed CBA will add to understanding and knowledge in/of the field.

3. **Data: Sources and Collection.** Applicants should anticipate that they will have access to program-related data (e.g., enrollment, attendance, interventions received, program completion) from the programs while clients are enrolled in and participating in the program. Applicants should also anticipate that DANY will provide relevant data on program participants and comparison group members.

Applicants will also have access to program documents, such as those pertaining to program implementation (e.g., intake assessments) as well as those produced for DANY and ISLG as a result of the initiative (e.g., implementation reports). In addition, applicants should identify additional sources of data (e.g., baseline survey, follow-up survey, interviews, administrative data, program expenditures, opportunity costs, and expected benefits of diversion programs based on a set of assumptions about programs' goals, population flows, and outcomes) they propose to collect as part of the implementation assessment. Applicants should anticipate challenges associated with data collection and reporting (e.g., lack of expertise or software) and how they plan to address them. The cost of data collection and analysis should be incorporated into the budget and explained in the project narrative. Applicants should also include a research timeline with specific activities (e.g., survey of participants) for each quarter.

a. *Implementation assessment.* For each of the proposed data sources, applicants should describe the specific sources (e.g., agencies, people) from whom the data will be collected; sampling information, as relevant; and how each of the sources is relevant to the research questions.
b. *Outcome evaluation.* For each of the proposed data sources, applicants should describe the specific sources (e.g., agencies, people) from whom the data will be collected; sampling information, as relevant; and how each of the sources is relevant to the research questions. Applicants should consider that program outcome data may not be available at the onset of the contract term for the work solicited in this RFP, as diversion programming may still be in the early stages of implementation.
c. *Cost-benefit analysis.* For each of the proposed data sources, applicants should describe the specific sources (e.g., agencies, people) from whom the data will be collected; sampling information, as relevant; and how each of the sources is relevant to the research questions. If a CBA is not possible, (e.g., interventions vary greatly and the number of participants who complete the intervention is lower than anticipated, or varies by focus population), what methods could be used to provide some indication of the program's value?

4. **Measures.** Applicants should propose questions and relevant measures as part of their proposals. These preliminary measures will be finalized with feedback from the program, ISLG, and other relevant stakeholders.
    a. *Implementation assessment.* Sample measures are included below:
        - Participants served
        - Completion/compliance rates
        - Number and types of supportive services connected to through the diversion program
        - Participant attitudes about law enforcement, defense attorneys, prosecutors, judges, the court system, and other actors in the justice system
        - Participant perceptions of the program, including satisfaction
        - Participant demographic characteristics
        - Program responsiveness
        - Dosage

- Barriers to access/challenges to implementation

b. *Outcome evaluation.* Measures should include both short-/medium- term outcomes (e.g., attitudes about law enforcement and the justice system; 1-, 3- and 6-month recidivism) and long-term outcomes (e.g., 1-year recidivism, courtroom efficiency). Sample outcome measures are included below:
   - Attitudes about law enforcement, defense attorneys, prosecutors, judges, the court system, and other actors in the justice system
     - Perceived fairness
     - Trust
     - Understanding of the case process/transparency
     - Feelings of respect
   - Service engagement
     - Use of needed social services (e.g., employment, housing)
   - Case outcomes for program-eligible charges, including:
     - Disposition, including conviction (particularly for comparison group members)
     - Sentence type and length, including incarcerative (jail/prison) sentences (particularly for comparison group members)
   - Justice System Involvement/Recidivism (post-program for participants, or post-disposition for non-participants and/or non-completers)
     - Re-arrest 1-month, 3-month, 6-month, and 1-year post program completion
     - Severity of subsequent re-arrest charge
     - Conviction during program, 3-month, 6-month, and 1-year post program completion
     - Severity of subsequent conviction charge
     - Incarcerative sentence (jail/prison) 3-month, 6-month, and 1-year post program completion
   - Courtroom efficiency
     - Number of cases in caseload for prosecutors (e.g., first and second year assistant district attorneys), by charge severity

c. *Cost-benefit analysis.* Sample measures are included below:
   - Tangible and intangible costs and benefits, including the financial value of programming clients receive through the diversion program.

5. **Publication and Dissemination Strategy.** Applicants should propose a plan for reporting on the findings of the implementration assessment, outcome evaluation, and cost-benefit analysis. Anticipated deliverables, including publications, are listed in *Appendix 1*. Deliverables will be finalized in the course of contract negotiations.

C. Organizational and Staff Capacity (5-page maximum)

Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in *Section VI.B*. The applicant should upload a single Organizational and Staff Capacity file for items 1 and 2 below in the CJII Application Portal.

Nonetheless, applicants should address the following items in a way that provides evidence of organizational and staff capacity:

1. Resources that the applicant would use to conduct the evaluation(s), including partnerships (if applicable), the number of staff members, the proportion of each staff member's time that would be dedicated to the proposed evaluation(s), and technology (if applicable).
2. Description of the applicant's ability to collect and analyze data for all evaluation components, including the:
    a. Implementation assessment (as described in *Section VI.B)*, such as interviews, surveys, observations/site visits, and other methods.
    b. Outcome evaluation (as described in *Section VI.B*), such as interviews, surveys, administrative data analysis, and other methods.
    c. Cost-benefit analysis (as described in *Section VI.B*), such as program expenditures, opportunity costs, and expected benefits of programs based on a set of assumptions about programs' goals, population flows, and outcomes.
3. Letters of support/commitment from city agencies, consultants, subcontractors, data partners/sources, and/or other funders, as appropriate. Letters should be addressed to DANY and uploaded as a single file in the CJII Application Portal. Applicants should not request letters of support from DANY for proposals for this initiative.
4. A copy of the applicant's latest audit report or certified financial statement, or a statement as to why no report or statement is available. The audit report or financial statement should be uploaded as a single file in the CJII Application Portal.

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

D. Experience (5-page maximum)

Describe the successful relevant experience of the applicant, each proposed subcontractor or consultant (if any), and the proposed key staff in providing the work described in *Section VI.B*. The applicant should upload a single Experience file for items 1 through 7 in the CJII Application Portal. Applicants should specifically address or include the items listed below:

1. Explain how the applicant's current and/or previous work is relevant, and how its knowledge and experience will be leveraged in conducting the evaluation. How does the proposed evaluation relate to the applicant's overall mission and services?
2. Describe the applicant's experience working with low-risk, justice-involved young adults and adults.
3. Describe the applicant's experience conducting evaluations related to diversion programs and the program approaches/models of the programs to be evaluated.
4. Describe the applicant's experience partnering with relevant community-based organizations and government agencies to collect and interpret data.
5. Describe the applicant's experience conducting multisite evaluations.
6. Describe the applicant's experience collecting and analyzing data for all evaluation components, including:
    a. Implementation assessments and/or process evaluations

b. Outcome evaluations
c. CBA, including experience collecting and analyzing data on program expenditures, opportunity costs, and expected benefits of programs based on a set of assumptions about programs' goals, population flows, and outcomes.

7. List the key program staff and the role(s) each will fill. What are the qualifications for staff in each role? Do staff have experience related to the populations and/or type(s) of programs to be included in this evaluation?
8. Attach resumes of key staff who will be involved in the evaluation. Resumes should be uploaded as a single file in the CJII Application Portal.

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

E. Evaluation Budget

Applicants should provide a budget outlining their proposed use of funding. The budget should include a proposed breakdown of funds for an implementation assessment, outcome evaluation, and cost-benefit analysis, broken down by year.

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

F. Evaluation Budget Narrative (3-page maximum)

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

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

G. Fiscal Sponsorship Documentation (if applicable)

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

H. Proposal Formatting and Length Requirements

Applicants should adhere to the following formatting requirements:

- All submissions should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins. Applications submitted with single spacing will be converted to double spacing, and the length restrictions specified below will be applied to the documents reformatted for double spacing.
- Charts, figures, tables, footnotes, endnotes, and references do not need to be double-spaced, but are included in any restrictions on length described below, unless otherwise noted.
- Pages should be paginated.
- Length restrictions:
    - The Cover Letter (*Section VI.A*) is not restricted by length.
    - The Evaluation Proposal (*Section VI.B*) should not exceed 15 pages (double-spaced), including any tables and charts. Only the first 15 pages of the Evaluation Proposal will be read and scored by the proposal evaluation team.
    - Sections 1 and 2 of the Organizational and Staff Capacity Section (*Section VI.C*) should not exceed five pages (double-spaced). Only the first five pages will be read and scored by the proposal evaluation team. The letters of support/commitment and the applicant's latest audit report or certified financial statement are not restricted by length.
    - Sections 1 through 7 of the Experience Section (*Section VI.D*) should not exceed five pages (double-spaced). Only the first five pages will be read and scored by the proposal evaluation team. Resumes of key staff are not restricted by length.
    - The Evaluation Budget (*Section VI.E*) is not restricted by length.
    - The Evaluation Budget Narrative Section (*Section VI.F*) should not exceed three pages (double-spaced), including any tables and charts. Only the first three pages of the Evaluation Budget Narrative will be read and scored by the proposal evaluation team.
    - The Fiscal Sponsorship documentation (*Section VI.G*), if applicable, is not restricted by length.
- Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

All proposals will be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined by DANY to be non-responsive will be rejected. A proposal evaluation team will evaluate and rate proposals based on the evaluation criteria prescribed below. The evaluation team may conduct interviews and/or request that applicants make presentations and/or demonstrations, as they deem applicable and appropriate. Although the

evaluation team may conduct discussions with applicants submitting acceptable proposals, DANY reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the applicant's initial proposal should contain its best technical and price terms. A formal background check to assess the technical capacity, financial capacity, and operational integrity will be performed on applicants and subcontractors selected to receive funding through this RFP.

DANY reserves the right not to fund applicants based on the proposals received in response to this RFP.

B. Evaluation Criteria

The following criteria will be used to identify the winning proposal(s), alongside other goals/priorities of CJII and this initiative:

- Evaluation Proposal – 55%
- Organizational and Staff Capacity – 20%
- Experience – 20%
- Budget and Budget Narrative – 5%

C. Basis for Contract Award

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

VIII. Appendices

Appendix 1: Anticipated Deliverables

The contractor will be required to submit regular deliverables to ISLG throughout the term (see *Exhibit 1* below; also see *Section III.B* on *Anticipated Contract Specficiations*, and the evaluation contract template in *Appendix 3*). Please note that deliverables, frequency, and dates are subject to negotiation.

Exhibit 1. Anticipated Deliverables for Applicants

#	Name	Description	Frequency/Due Date
1	Draft Evaluation Plan	Detailed plan for evaluation design, including for each evaluation component	End of 3 months
2	Final Evaluation Plan	Detailed plan for evaluation design, including for each evaluation component	End of 6 months
3	Documentation of IRB approval	Approval letter(s) from IRB and other review entities (e.g., of relevant agencies)	End of 6 months

4	Status Report	• Evaluation updates
		  ○ Implementation assessment
		  ▪ E.g., Changes to approach, progress in data collection and analysis at variable level
		  ○ Outcome evaluation
		  ▪ E.g., Changes to approach, progress in data collection and analysis at variable level
		  ○ Cost-benefit analysis
		  ▪ E.g., Changes to approach, progress in obtaining cost data
		  ○ Successes
		  ○ Setbacks and challenges (e.g., sample attrition)
		• Corrective action plans (as needed) to address specific challenges, ensure short-term goals and full implementation are achieved
		• Goals for next quarter
			Every 6 months

5	Implementation assessment instruments	Detailed instruments for any methods proposed as part of the Evaluation Plan	End of 6 months
6	Outcome evaluation instruments	Detailed instruments for any methods proposed as part of the Evaluation Plan	End of Year 1
7	Program expenditure data	Detailed expenditure data for any methods/analyses proposed as part of the Evaluation Plan	End of Year 1.5
8	Operational costs status report	Financial reports	Every 3 months

9	Draft Mid-evaluation report	• Synthesis of status reports from first 1.5 years of the evaluation, including summary of status reports at variable level • Findings from the implementation assessment • Initial and ongoing findings of the outcome evaluation and cost-benefit analysis • Outstanding challenges and plans to address them	End of 15 months
10	Final Mid-evaluation report	• Synthesis of status reports from first 1.5 years of the evaluation, including summary of status reports at variable level • Findings from the implementation assessment • Initial and ongoing findings of the outcome evaluation and cost-benefit analysis • Outstanding challenges and plans to address them	End of 18 months
11	Draft Final report	• Full findings from implementation assessment, outcome evaluation, and cost-benefit analysis • Recommendations for early diversion policy and practice, as informed by the evaluations	End of 33 months
12	Final report	• Full findings from implementation assessment, outcome evaluation, and cost-benefit analysis • Recommendations for early diversion policy and practice, as informed by the evaluations	End of 36 months

Appendix 2. References

[1] Tyler, T. (2007). Procedural Justice and the Courts. *Court Review: The Journal of the American Judgest Association, 44(1/2),* 26-31. http://digitalcommons.unl.edu/ajacourtreview/217

[2] Andrews, D. A., Bonta, J., & Hoge, R. D. (1990). Classification for Effective Rehabilitation Rediscovering Psychology. *Criminal Justice and Behavior*, *17*(1), 19–52. http://doi.org/10.1177/0093854890017001004

[3] Rempel, M. (2014). *Evidence-based strategies for working with offenders*. Center for Court Innovation: New York. Retrieved from http://www.courtinnovation.org/sites/default/files/documents/Evid%20Based%20Strategies.pdf.

[4] This includes cases dismissed as well as those disposed with an ACD, ACD-M, and plea agreement.

[5] This reference to cases adjourned in contemplation of dismissal is inclusive of cases disposed with a Marijuana Adjournment In Contemplation of Dismissal.

[6] New York District Attorney's Office (DANY). Cases arraigned in Manhattan in 2015. Provided by DANY to ISLG on September 22, 2016.

[7] Through a Negotiated Acquisition released by DANY in January 2016, the Center for Court Innovation was contracted as the vendor for Project Reset.

[8] Center for Court Innovation. "Project Reset." Retrieved from: http://www.courtinnovation.org/sites/default/files/documents/Project%20Reset.pdf.

The New York County District Attorney's Office. "DA Vance Announces Funding for Innovative Crime Prevention Initiatives and Programs to Improve Access to Services for Victims of Crime" June 23, 2016. Retrieved from: http://manhattanda.org/press-release/da-vance-announces-funding-innovative-crime-prevention-initiatives-and-programs-improv

[9] Ibid.

Appendix 3: Evaluation Contract Template

AGREEMENT
BETWEEN
[CONTRACTOR]
AND
DISTRICT ATTORNEY OF NEW YORK COUNTY

PART I

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

SPECIFIC TERMS AND CONDITIONS

1. Commencement Date and Term

1.1 The Contract will commence on [DATE] (the "Commencement Date"), and run for five (5) years from that date.

1.2 DANY, in its sole discretion, may renew this Contract **once** for a period of up to two (2) years. DANY, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of the Contract after the exercise of the option to renew shall not exceed [original term + 2 years]. The renewal shall be on substantially the same terms and conditions contained in the Contract.

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

2. Parties

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

3. DANY's Agents

By separate agreements ("Agreements") DANY has made the Research Foundation of the City University of New York ("Research Foundation") and the City University of New York's

Institute for State and Local Governance ("ISLG") its agents for the purposes of administering this Contract. As long as the Agreements are in effect, Research Foundation shall serve as fiscal administrator, and ISLG as technical administrator, of the Contract, as further set forth in Parts II and III of the Contract. In the event either Agreement is terminated, DANY shall provide prompt notice to Contractor of such termination, and all references in this Contract to the party or parties whose Agreement has been terminated (i.e., Research Foundation or ISLG) shall be read to refer instead to DANY or any other agent DANY appoints, in DANY's sole discretion.

4. Notices

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

4.1 **Notices to DANY:**

District Attorney of New York County
One Hogan Place
New York, NY 10013
Attn: Migdalia Veloz

With copies to:

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

and

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

4.2 **Notices to Contractor:**

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

5. Execution

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

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

DISTRICT ATTORNEY OF NEW YORK COUNTY	**[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 submit the deliverables and periodic reports in accordance with the schedule set forth in the Scope of Services attached hereto as Appendix A. Contractor shall further administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as delineated in the Scope of Services and as may be further directed by ISLG and agreed by Contactor (all together, the "Services").

1.02 Invoices

A. Timing and Format. Contractor shall submit an invoice, addressed to the Research Foundation, by the 30th of the first month of the quarter, for deliverables submitted to and approved by ISLG in the preceding quarter, or on a different regular schedule agreed on between the Contractor and the Research Foundation. Contractor shall submit invoices no more than quarterly. 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 7.03 herein.

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

1.03 Payment and Release

Contractor shall be paid an amount not to exceed $[Total Award Amount] for all deliverables satisfactorily provided under the Contract, in accordance with the 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 Contractor becomes aware of such change. Failure to inform ISLG of such change in a timely manner will be deemed a material breach of this Contract and could result in termination of this Contract.

2.02 Duplication

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

2.03 Conflict of Interest

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

ARTICLE III—SUBCONTRACTING

3.01 Contractor's Right to Enter Certain Subcontracts

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

3.02 No Contractual Relation Between any Subcontractor and DANY

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

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

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

3.04 Right of Revocation of Subcontracts

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

3.05 Service Agreements

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

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

    1. Check references provided (e.g., ask for information regarding whether contractor completed the work on time and on budget)
    2. Request drawings and pictures of similar projects completed
    3. Obtain appropriate insurance certificates
    4. Obtain copies of licenses/certifications

5. Integrity check using at least these publicly available resources:

    a. OSHA https://www.osha.gov/pls/imis/establishment.html
    b. NYS Tax Warrants https://www.dos.ny.gov/corps/tax_warrant_search.html
    c. Google Search https://www.google.com/
    d. Better Business Bureau https://www.bbb.org/new-york-city
    e. School Construction Authority Disqualified list https://data.cityofnewyork.us/Housing-Development/SCA-Disqualified-Firms

ARTICLE IV—CONFIDENTIALITY AND PUBLICITY

4.01 Confidentiality

"Confidential Information" means any information of a party (including all personally identifiable information) gathered in the course of performing this Contract that is not known to the general public. Contractor agrees: (a) to keep Confidential Information strictly confidential; (b) not to disclose Confidential Information without ISLG's prior written consent; and (c) not to use Confidential Information for any purpose other than performing its obligations under this Contract. Confidential Information shall not include (i) information that is in or becomes part of the public domain other than through a breach of this Contract; (ii) information already in the possession of or known to a party, without confidentiality restrictions, prior to its receipt of such information from the other party; (iii) information lawfully obtained from a third party under no obligation of confidentiality to DANY; and (iv) information independently developed by Contractor without reliance on the work performed or data collected under this Contract.

4.02 Publicity

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

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

If so directed by DANY or ISLG, Contractor shall state in a prominent place in any such communication: *"[Program name] is funded [in part] by the New York County District Attorney's Criminal Justice Investment Initiative (CJII). For more information on CJII please visit: www.cjii.org."*

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

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

5.07 Audit

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

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

ARTICLE VI—PERSONNEL AND FACILITIES

6.01 Key Employees

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

6.02 Maintenance of Skilled Staff

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

6.03 Screening of Staff and Responsibility for Screening

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

6.04 Allegations of Abuse and Maltreatment

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

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

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

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

6.05 Facility Suitability

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

6.06 Contractor's Responsibility for Safety

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

ARTICLE VII—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

7.01 Assignment

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

7.02 Modification and Extension

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

7.03 Termination; Postponement; Suspension

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

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

ARTICLE VIII—INSURANCE AND INDEMNIFICATION

8.01 Insurance

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

8.02 Hold Harmless and Indemnification

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

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

ARTICLE IX—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

9.01 Rights in Data and Copyrights

Except for any pre-existing intellectual property used by Contractor and all personally identifiable information regarding individuals who apply for or receive services pursuant to CJII ("PII"), all copyrightable works (including but not limited to reports, compilations of data, software or pictorial or graphics) created or prepared by Contractor in the course of its work ("Work Product") shall be "works for hire" (as that term is defined in the copyright laws of the United States) for DANY and all copyright rights therein are expressly intended to be wholly owned, and the copyright to be held, by DANY. To the extent that any Work Product may not, by operation of law, be works for hire, Contractor hereby assigns to DANY the ownership of copyright in such items and DANY shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in such items (except for any pre-existing intellectual property used by Contractor). Contractor agrees to give DANY or its designees all assistance reasonably required to perfect such rights at DANY's expense. Contractor shall have a perpetual, non-exclusive, irrevocable, and royalty-free license to use for its charitable purposes, the final, as-is version of the Final Evaluation Report as defined in, and as submitted to DANY by Contractor in accordance with, the Scope of Services. Such license shall not be transferable except with permission from DANY.

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

9.02 Publication

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

9.03 Infringement

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

Article X—MISCELLANEOUS

10.01 Equal Employment Opportunity

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

10.02 Order of Precedence

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

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

10.03 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws principles. All disputes, including tort

claims, arising out of or related to this Contract shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees to submit to jurisdiction of State or Federal court located in New York State, New York County.

10.04 Notices

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

10.05 One Year Limitation

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

10.06 Non-Waiver Clause

Any failure or delay of a party 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 a party of any provision of this Contract shall be deemed to have been made unless set forth in writing and signed by such party.

10.07 Force Majeure

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

10.08 Entirety of Agreement

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

10.09 Paragraph Headings

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

ARTICLE XI—ASSURANCES AND CERTIFICATIONS

11.01 Civil Rights and Equal Employment Opportunity

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

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

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.

In the event of 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 C.F.R, Part 160 and Subparts A and E of Part 164 or P.L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Contractor represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Contract shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

11.03 Certification Regarding Victims of Trafficking

Contractor's signature on this Contract constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P.L. 108-193 and P.L. 109-164, codified at 22 U.S.C § 7104, as amended, 2 C.F.R. Part 175 (award term for trafficking in

persons for grants and cooperative agreements), or F.A.R. regulation at Subpart 22.17; F.A.R. contract clause at 52.222.50, as applicable. Contractor further certifies that it will notify the Federal government in the event of violation by any employee.

11.04 New York State Information Security Breach and Notification Act

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

11.05 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor's signature on this Contract constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify ISLG. In the event Contractor fails to notify ISLG, this Contract will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, and such failure to notify is considered a material breach of this Contract. In the event Contractor or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Contract will terminate immediately pursuant to Section 7.03(B), as debarment, suspension, ineligibility and voluntary exclusions are considered a material breach.

11.06 Iran Divestment Act

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

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

11.07 PASSPort (formerly known as VENDEX)

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

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

Appendix 3: Evaluation Contract Template

PART III
APPENDICES

APPENDIX A **SCOPE OF SERVICES**

APPENDIX B **[INTENTIONALLY OMITTED]**

APPENDIX C **[INTENTIONALLY OMITTED]**

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

APPENDIX E **INSURANCE REQUIREMENTS**

APPENDIX F **CONTRACTOR'S PROPOSAL**

APPENDIX G **RFP**

APPENDIX H **SAMPLE INVOICE**

APPENDIX I **EQUAL EMPLOYMENT OPPORTUNITY**

Appendix 3: Evaluation Contract Template

APPENDIX A

SCOPE OF SERVICES

APPENDIX B

[INTENTIONALLY OMITTED]

APPENDIX C

[INTENTIONALLY OMITTED]

APPENDIX D

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

1. Books and Records

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

2. Retention of Records

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

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

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

3. Inspection

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

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before

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

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

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

4. Audit

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

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

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

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

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

5. No Removal of Records from Premises

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

6. Electronic Records

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

7. Investigations Clause

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

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

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

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

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

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

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

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

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

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

E. **Definitions**

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

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

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

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

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

8. Confidentiality

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

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

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

agents. Upon the discovery of such security breach, Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to ISLG of such steps.

D. **DANY's Rights in the Event of a Breach of Security.** In the event of such breach of security, without limiting any other right of DANY, DANY shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. DANY shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. DANY or ISLG shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at DANY's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.

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

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

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

Appendix 3: Evaluation Contract Template

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 3: Evaluation Contract Template

APPENDIX F

CONTRACTOR'S PROPOSAL

Appendix 3: Evaluation Contract Template

APPENDIX G

RFP

APPENDIX H

SAMPLE INVOICE[6]

[6] Contractor shall be paid in the manner set forth in the Scope of Services, Appendix A, for all deliverables satisfactorily provided.

Appendix 3: Evaluation Contract Template

APPENDIX I
EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

1. Disapproval of Contractor; and/or

2. Suspension or termination of the Contract; and/or

3. Declaring Contractor in default; and/or

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

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

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

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

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

CRIMINAL JUSTICE INVESTMENT INITIATIVE

District Attorney of New York County

Criminal Justice Investment Initiative

Request for Proposals for Early Diversion Programs for Young Adults and Adults

No. 006

Expires 12/16/2016

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I. Cover Sheet for Early Diversion Programs for Young Adults and Adults

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to seek proposals from qualified applicants to plan and implement diversion programs after arrest and before arraignment (or, "early diversion" programs) to divert young adults and adults arrested for low-level offenses who do not have a criminal record from court processing to effective and tailored community-based responses. Early diversion programs provide a proportional response to low-level crime and a meaningful intervention to put young adults and adults on a path to success. Early diversion programs funded by CJII should serve eligible individuals arrested in Manhattan.

B. Timeline and Submission Instructions

1. **Release Date of RFP:** September 30, 2016
2. **Questions:** Questions about this RFP may be submitted in-writing through the CJII applications portal at http://cuny-islg.fluidreview.com. Questions and requests for clarification must be submitted by **October 21, 2016 at 11:59pm EST.**
3. Answers to all questions will be available as an addendum to this RFP by **11:59pm EST on November 14, 2016.** It will be the responsibility of applicants to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted here: http://cjii.org/category/opportunities/.
4. **Proposal Due Date:** Proposal submissions are due by **December 16, 2016 at 11:59pm EST.** Proposals should submitted via http://cuny-islg.fluidreview.com.
5. Failure to submit a proposal by the due date and time may result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. **Anticipated Contract Date:** Spring 2017

C. Amount and Number of Awards

DANY anticipates total funding to be up to $6.5 million (to be spread across up to six awards for up to 3.5 years) for the planning and implementation of early diversion programs. Implementation (phase II) funding will be contingent upon approval of the program plan developed, and piloted if appropriate, during the planning phase (I), if applicable.

D. Contact Information

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

II. Key Terms

The following terms will be used throughout this RFP and are defined here:

City University of New York (CUNY) 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[g] in impactful projects that will improve public safety and promote a fair and efficient criminal justice system.

Criminogenic Needs: Characteristics, traits, problems, or issues of an individual that directly relate to the individual's likelihood to re-offend and commit another crime.

Community-Based Responses: Community-based responses refers to services and approaches provided by organizations that are not part of the criminal justice system and that are delivered outside of court and jail. Not all programs offered in the community are specifically neighborhood-based.

Desk Appearance Ticket (DAT): A Desk Appearance Ticket is an order issued by the police to an individual to appear in Criminal Court to respond to an accusation that he or she has committed an offense.

Early Diversion: For this RFP, the term early diversion refers specifically to programs that divert eligible individuals after arrest in lieu of prosecution and court processing. Individuals successfully completing early diversion programs will not have an arrest record and will avoid prosecution.

Evidence-based: Programs and practices that have undergone rigorous evaluation and show significant, positive impact, though not every aspect of the program has necessarily been successful.

Harmed Party(ies): This RFP defines harmed parties broadly to include any individual, organization, or community adversely affected by an offense.

Innovative: Programs and practices that have no rigorous or robust demonstration of effectiveness but are designed with current best practices in mind. Such approaches could include an altogether new program or a significant adaptation of an evidence-based program to a new context or for a different client population.

New York County District Attorney's Office (DANY): Manhattan District Attorney's Office. DANY established the Criminal Justice Investment Initiative.

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

Appendix 4: Early Diversion Programs for Young Adults and Adults RFP

Place-based: Place-based strategies acknowledge that conditions in a given neighborhood are shaped by unique resources, issues and challenges, and as such, involve coordination among local actors and other stakeholders to improve the conditions within a neighborhood or community.[10]

Promising: Programs and practices that have undergone limited evaluations (such as statistically controlled evaluations) suggesting effectiveness. Such approaches may also include replication of an evidence-based approach in a new context.

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

Risk-Need-Responsivity Principle: The three core principles of rehabilitation for individuals who offend, supported by decades of research, are risk, need, and responsivity (RNR).[11] Development of any intervention for individuals who have committed an offense, including diversion programs, should consider and be tailored to the individuals' risk level (e.g., low, medium or high), criminogenic needs (e.g., substance abuse, unemployment), and responsivity (i.e., learning style, level of motivation, abilities, and strengths).[12]

Trauma: Individual trauma results from an event, series of events, or set of circumstances experienced by an individual as physically or emotionally harmful or life threatening, and has lasting adverse effects on an individual's functioning and mental, physical, social, emotional, or spiritual well-being.[13]

Trauma-Informed: Organizations and practices that incorporate an understanding of the pervasiveness and impact of trauma and are designed to reduce re-traumatization, support healing and resiliency, and address the root causes of abuse and violence.[14]

Young Adults: This RFP defines young adults as 18- to 20-year-olds, recognizing that young people in this age range are making the transition from childhood to adulthood and therefore may benefit from developmentally tailored responses appropriate to that transitional period.

III. Summary of the Request for Proposals

A. Purpose of the RFP

The Manhattan District Attorney's Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Up to $6.5 million will be available to fund the "Early Diversion Programs for Young Adults and Adults" described in this RFP.

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

Individuals arrested on misdemeanor charges overwhelmingly contribute to the high volume of criminal court cases in New York City, accounting for 75% of criminal court arraignments.[h] Processing these cases through court demands significant resources and slows down dockets. At the same time, a growing body of research suggests that for people with a low-risk of reoffending, criminal court processing and exposure to associated sanctions—such as detention, intensive community supervision, or mandatory services (e.g., intensive mental health treatment)—can produce unintended consequences and increase the likelihood of reoffending.[i] Alternatives that divert individuals who do not pose a risk to public safety to community-based responses early in the process after arrest can both reduce system inefficiency and promote a more effective and proportionate response to crime than court processing.

While early diversion interventions can benefit all age groups, young adult misdemeanants are particularly promising for diversion. This is due to their high propensity for reoffending after traditional court processing and sanctions,[j] and their unique potential for change if provided tailored interventions.[k] Tailoring diversion interventions to respond to the unique needs and risks

[h] Another 10% of individuals arraigned in criminal court are arraigned on noncriminal violations or infractions. Source: NYC Criminal Justice Agency (CJA) Annual Report 2014. (2016)

[i] The Risk Need Responsivity principle was first discussed in 1990 by Andrews, Bonta, and Hoge, See: Andrews, D. A., Bonta, J., & Hoge, R. D. (1990). Classification for effective rehabilitation: Rediscovering psychology. Criminal Justice and Behavior, 17, 19–52. Since 1990, there has been considerable research supporting the principle that low-risk individuals should receive lower levels of supervision and treatment than higher-risk individuals. See: Latessa and Lowenkamp, "What Works in Reducing Recidivism?" 2006; Lowenkmap and Latessa, "Understanding the Risk Principle: How and Why Correctional Interventions Can Harm Low-Risk Offenders," 2004; and Andrews, D.A., and Bonta, J. (2010). Rehabilitating Criminal Justice Policy and Practice. Psychology, Public Policy and Law, 16, No 1, 39-55.

[j] Across the country and in New York State, young adults incarcerated recidivate at a higher rate than adults. See Alexia D. Cooper, Matthew R. Durose, and Howard N. Snyder, "Recidivism of Prisoners Released in 30 States in 2005: Patterns from 2005-2010." U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics, April 2014 (Within 5 years of release from prison, 84.1% of inmates 24 or younger at release were arrested, compared with 78.6% of inmates ages 25 to 29 and 69.2% age 40 or older) and State of New York Department of Corrections and Community Supervision, "2010 Inmate Releases: Three Year Post Release Follow-up," pp. 15-17 (50% of 16 to 24 year-olds released from DOCCS return in 3 years compared with 40% age 25 and older; among those ages 16 to 20 returned to DOCCS on new crimes, 55% were returned on violent crimes, compared with 38% of 21 to 24 year-olds and 25% age 25 and older). In New York City, young adult misdemeanants recidivate at a higher rate than adult misdemeanants. See New York City's Data Analytics Recidivism Tool (In 2009, young adults ages 16-24 arrested with a top charge of a misdemeanor recidivated at a higher rate than adults ages 25 and older arrested with a top charge of misdemeanor; one year re-arrest rates were as follows: young adults, 37% rearrested, 14.1% rearrested for a felony offense and 7% rearrested for a violent offense compared to adults, 31.9% rearrested, 11.2% rearrested for a felony offense and 2.9% rearrested for a violent felony offense).

[k] Given that the human brain continues to develop into the 20s, researchers have concluded that young adults are more like juveniles with regard to their maturity and offending, and have unique potential to make positive changes with the right types of support. See James C. Howell, Barry C. Feld, Daniel P. Mears, David P. Farrington, Rolf Loeber, and David Petechuk. Study Group on the Transitions Between Juvenile Delinquency and Adult Crime: Bulletin

associated with young adulthood presents a strategic opportunity to invest in the positive potential of young adults who come into contact with the system by facilitating and offering them successful, non-justice trajectories.

The Manhattan District Attorney's Office has already demonstrated leadership in creating innovative approaches to safely divert low-level defendants from the criminal court system. In partnership with the New York Police Department, DANY supported the pilot of Project Reset in Harlem, which diverts qualifying 16-and 17-year olds arrested for low-level crimes from court processing to a rapidly applied two-session intervention.[l] During the first six months of the Project Reset pilot, 98 percent of young people who participated completed the program.[15] Inspired by the program's early success, DANY expanded Project Reset this year to divert as many as 900 eligible 16-17-year-old defendants in Manhattan[16] and is now seeking to support early diversion programs for young adults and adults.

With this RFP, DANY is seeking proposals to plan, if applicable, and implement early diversion programs that take place after arrest and before arraignment for eligible young adults ages 18 to 20 and adults ages 21 and older who are issued a Desk Appearance Ticket (DAT) by the police for a low-level offense. Early diversion programs will be proportionate to the alleged crime and responsive to individual risks and needs, with those serving young adults specifically attuned to the challenges and experience of young adulthood. Program staff for diversion programs, as appropriate, will connect participants to voluntary services and supports in their community in addition to program requisites that are proportionate to the crime. Early diversion programs will provide participants with the opportunity to avoid prosecution and an arrest record. Collectively, funded applicants of early diversion programs are expected to serve more than 8,500 individuals over the three-year implementation period, ramping up over the years to serve 1,100 young adults and 3,300 adults annually by year three of implementation.

Applicants should submit a proposal for one of the following early diversion programs:

1. Early Diversion for Young Adults (ages 18 to 20)
2. Early Diversion for Adults (ages 21+)
3. Early Diversion for Young Adults (ages 18 to 20) and Adults (ages 21+)

DANY is interested in funding evidence-based, promising, and/or innovative community-based diversion programs that are proportionate[m] to the alleged crime and that are designed to hold individuals accountable for their actions while helping them to avoid prosecution and to address the challenges and circumstances that contributed to their arrest. DANY is particularly interested in programs that incorporate restorative justice approaches and collaboration with harmed parties, where applicable. Investment in early diversion programs contributes to the CJII goals of improving public safety and enhancing fairness and efficiency in New York City's justice system by diverting from court processing individuals with no criminal history who are charged with low-level offenses and providing more effective and efficient community-based responses that

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5—Young Offenders and an Effective Response in the Juvenile and Adult Justice Systems: What Happens, What Should Happen, and What We Need to Know. Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2013. NCJ 242935; Schiraldi, Vincent, Bruce Western and Kendra Bradner. Community-Based Responses to Justice-Involved Young Adults. New Thinking in Community Corrections Bulletin. Washington, D.C.: U.S. Department of Justice, National Institute of Justice, 2015. NCJ 248900.

[l] Through a Negotiated Acquisition released by DANY in January 2016, the Center for Court Innovation was contracted as the vendor for Project Reset.

[m] Given this RFP's focus on individuals with low-level misdemeanor offenses and no criminal history (See Appendix 4), DANY expects proposed interventions to be low-touch (i.e., limited in duration and service intensity).

hold them accountable and provide opportunities for positive development. This approach conserves intensive and expensive court responses for more serious criminal cases and aims to promote trust and confidence in the fairness of the criminal justice process. These investments are situated within DANY's broader investment strategy for diversion and reentry.

B. Anticipated Contract Specifications

DANY anticipates awarding up to six contracts for planning, where applicable, and implementing community-based early diversion programs (a contract may fund one early diversion program serving either adults, young adults or both). The length of planning and implementation funding (phases I-II) for each contract will not exceed 3.5 years, beginning in spring 2017. Funded applicants will be required to provide ongoing performance data (see Section III.D "Performance Measurement") to ISLG and possibly to a third party evaluator(s). Funded applicants will be required to continue providing performance data for one year beyond the period of the program funding, as part of their contracts.

DANY anticipates that any agreement entered into as a result of this RFP will be with DANY as the contracting party and ISLG as DANY's agent managing the initiative. The contract template is attached as Appendix 8. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, DANY reserves the right to enter into contract negotiations at a later date with other providers who are available to fulfill the services specified in this RFP.

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

Providers that receive funding through this RFP must be willing to work with Community Navigators (see Appendix 5), which are part of a broader CJII strategy to increase access to services and to increase coordination and partnership among service providers. Community Navigators are supervised by a Community Navigator managing entity. Funded applicants may be asked to receive and process referrals from Community Navigators working with the police and/or DANY, share client information with the Community Navigator managing entity and Community Navigators, and/or provide programmatic information to the Community Navigator managing entity on a regular basis.

C. Anticipated Available Funding

DANY anticipates total funding for the early diversion programs under this RFP to be up to $6.5 million (to be spread across up to six awards for up to 3.5 years). Funding will be divided, where applicable, into planning (phase I, $75,000 maximum), which will last up to six months and may include (but not be limited to) hiring and training additional staff, finalizing program plans, establishing and testing referral streams, and piloting the program with a small number of participants; and implementation (phase II), which will last up to three years and is intended to support full implementation of the program.

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

Grant sizes may vary across awards depending on factors including, but not limited to, the number of proposed program sites and the estimated numbers of individuals to be served. In the case of applicants seeking funding for planning (phase I), funding for implementation (phase II) will be contingent upon approval of the implementation plans developed during the planning phase (I).

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

D. Performance Measurement

The Manhattan District Attorney's Office is committed to measuring outcomes for all CJII initiatives and disseminating that information so that others may learn from and build on those outcomes. Data gathered by contractors throughout the term will be used to adjust implementation of services. Process measures will be particularly important for helping grantees monitor ongoing performance.
Contractors may be required to coordinate regularly with a third-party evaluator contracted by DANY to examine the effectiveness of the programs funded through this RFP. Contractors will be required to provide the independent evaluator with program and process information as requested by the evaluator and/or ISLG on a regular basis. These metrics will be finalized during the contracting phase or during the term of any contract awarded from this RFP. (See *Section VI.C. Performance Measurement* and *Appendix 1* for more information about performance measurement).

IV. Anticipated Scope of Services

A. Background

While New York City crime rates have dropped significantly in recent years, tens of thousands of individuals continue to be arrested and arraigned each year on misdemeanor offenses, which make up the vast majority of arraignments. In Manhattan, 81,842 cases of individuals age 18 and older were arraigned in 2015, with 58,951 cases (72%) arraigned on misdemeanor charges.[n17] This volume of cases demands significant law enforcement, legal, and court resources from the city. Further, a large proportion of these cases currently end up dismissed, calling into question the efficiency of using court to process them. Fifty-four percent (or, 31,694) of these misdemeanor cases were disposed at arraignment[o], and of those that were continued at arraignment, 45 percent (or 12,126) were ultimately dismissed or adjourned in contemplation of

[n] In Manhattan in 2015, an additional 10,989 cases of individuals age 18 and older were arraigned on a violation/infraction. Combined with misdemeanors, this accounts for 85% of all cases of individuals ages 18 and older arraigned in 2015 in Manhattan.
[o] This includes cases dismissed as well as those disposed with an ACD, ACD-M, and plea agreement.

dismissal.[p18] Therefore, 74.3% of all misdemeanor cases of individuals age 18 and older arraigned in Manhattan in 2015 were disposed at arraignment, dismissed, or adjourned in contemplation of dismissal.

In addition to the inefficiency of processing these cases in court, research and practice suggest that court processing may be an ineffective, and even harmful, response for low-risk individuals. The research-informed risk-need-responsivity principle advises that interventions are most effective when their intensity is tailored to an individual's risk level. Subjecting individuals with a low risk of reoffending to the supervision and intensive responses often associated with court processing (including jail, intensive reporting requirements, and/or mandatory services) may increase their likelihood of reoffending.[q]

Early diversion programs implemented immediately following arrest present a unique opportunity to concentrate scarce criminal justice resources on cases involving serious crimes and higher-risk defendants while at the same time holding eligible lower-level defendants accountable through participation in activities that help them to address the root causes of their offending behavior, avoid a criminal record, and, where feasible, restore harm done to those adversely impacted by their offense. These programs are typically shorter and less-resource intensive than court processing, resulting in increased system efficiency and cost savings.

This RFP seeks to spark innovation in the field of criminal justice diversion and increase New York City's capacity in this area by funding the development and implementation of early diversion programs in Manhattan that are grounded in the principles of diversion best practice (see Appendix 3 for a description of diversion best practice). These programs will hold defendants accountable for their offenses and link participants to services that are responsive to their specific risks and needs (and for young adults, age/developmental stage) in order to promote public safety and positive outcomes for defendants and communities.

B. Goals and Objectives

The goals and objectives of the work solicited in this RFP will help achieve CJII's goals of improving public safety and promoting a fair and efficient criminal justice system. The early diversion programs should seek to improve outcomes for eligible young adults and adults arrested on low-level misdemeanor charges in Manhattan by diverting them from court processing to more effective and tailored community-based responses. Outcomes may include, but are not limited to:

1. Reducing crime and system involvement among individuals arrested for low-level misdemeanor offenses;
2. Increasing positive outcomes for individuals arrested for low-level misdemeanor offenses (e.g., engagement in school and/or employment; family and mental health functioning);
3. Improving system fairness, effectiveness, and efficiency, and generating cost-savings by diverting individuals arrested on low-level offenses from court processing;
4. Holding defendants accountable for their actions and restoring harm done to harmed parties; and

[p] This reference to cases adjourned in contemplation of dismissal is inclusive of cases disposed with a Marijuana Adjournment In Contemplation of Dismissal.
[q] See page 4 footnote C for RNR research.

5. Developing and contributing new evidence to the growing fields of early diversion and young adult justice by testing and evaluating innovative models for young adult and adult diversion practice.

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

C. Program Description

This request seeks proposals from appropriate applicants to plan, if applicable, and implement early diversion programs (diversion programming after arrest and before arraignment) for young adults and adults with no criminal history who are arrested in Manhattan for certain misdemeanor offenses and issued a DAT.

1. **Eligible Organizations and Approaches:** This RFP seeks to encourage innovation and foster a diverse range of new early diversion practices; however, applicants may propose to adapt or expand an existing diversion program. Early diversion programs could be operated by for-profits, non-profits[r] 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. Applicants should have the staff, relationships, and resources necessary to implement their proposed early diversion program(s) within the timeline set forth in this RFP, or should demonstrate the ability to acquire and develop them during the planning period, where applicable. Experience providing services similar to those that will be provided in the proposed early diversion program, and experience working with the focus population(s), community/ies, and system partners is strongly preferred, but not required.
2. **Program Elements:** Early diversion programs must present a meaningful, proportionate, and effective alternative to the court process for the focus population(s). Applicants are encouraged to plan and implement, or expand existing, early diversion programs to serve the focus population(s) selected that incorporate key principles of research and best practice, including the following elements common to effective diversion programs (see also Appendix 3):
    - Meaningful program content tailored to the particular needs, risks, and characteristics of the participants (examples of early diversion program elements include, but are not limited to, community service, restorative justice practices, counseling sessions, and educational programming; see Appendix 3 for additional examples)
    - Clear and proportionate program duration and requirements tailored to the particular needs, risks, and characteristics of the participants
    - Appropriate screening and assessment to tailor diversion programming
    - Focus on assuring accountability
    - Engagement in pro-social and community activities
    - Referral to additional supports or services (e.g., Community Navigators, mental health, substance abuse, education, workforce), as needed

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

- Harm restoration, where applicable
- Trauma-informed, culturally competent, and gender-specific programming, where applicable

3. **System and Community Partnerships:** Applicants will be required to work with appropriate system partners in diverting young adults and adults to programming in lieu of court, including the police, defense, and the Manhattan District Attorney's Office. Applicants should also partner with other organizations and providers in the community as needed to meet all goals and elements of the proposed early diversion program(s), as appropriate to the focus population(s) and community/ies served. Applicants may propose to formally sub-contract with other entities under this RFP (Subcontractors) or indicate other methods of collaboration (e.g., leveraging existing or new collaborations with outside funding). Applicants are encouraged to include members of their focus population(s) and other community members in the design and refinement of their early diversion programs.

D. Focus Neighborhoods and Populations To Be Served

Early diversion programs funded under this RFP will serve eligible defendants arrested in Manhattan regardless of their community of residence. However, applicants are encouraged to identify meaningful ways to serve and work in partnership with one or more of the four CJII focus communities in Manhattan where a disproportionate number of young adults and adults arrested in Manhattan for low-level offenses that will be eligible for early diversion reside (i.e., Washington Heights, Central & West Harlem, East Harlem, and Lower East Side). This funding opportunity reflects DANY's commitment to place-based initiatives, which seek to strengthen the capacity of neighborhoods and communities to respond to the issues facing their residents.

Early diversion programs funded under this RFP will serve young adults (ages 18 to 20) and/or adults (ages 21+) with no criminal history who are arrested for select misdemeanor offenses in Manhattan and issued a DAT by the police (see Appendix 4 for more information about the eligible populations). Applicants may choose to focus on the young adult or adult population, or propose a program with the capacity to serve both populations. Programs serving young adults, whether exclusively or in combination with adults, must propose a response tailored to the unique developmental needs of this population. Note that DANY is open to funding programs that are tailored to specific subgroups (e.g., gender, offense type, risk/need profile) within the overarching eligible populations defined for this RFP should the applicant demonstrate a particular need for this focus.

V. Deliverables

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

VI. Proposal Content and Format

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

A. Cover Letter

The cover letter should state the proposed type of early diversion program for which funds are sought; focus population(s); whether the proposed program is new or an expansion of an existing program; the amount and number of months of planning funds sought, if applicable; the amount and number of years of implementation 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. Program Narrative (15 page maximum)

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

1. **Program design.** All applicants should address the following elements of program design in their proposals:
    a. *Population(s) to be served:* What is the program's service population(s) (See Appendix 4 for reference)? Why and how was this population selected? The applicant should provide a list of inclusion and exclusion criteria (e.g., age, offense, criminal history, geography) that will be used by the program to determine eligibility and clarify if the program is designed to serve specific individual characteristics (e.g., a specific age catchment within the focus population, gender, specific offenses) and/or any that will preclude participation (e.g., certain mental health diagnoses). Applicants should provide an estimate of how many clients the program plans to serve in each year of the initiative. Is the proposed reach of the program reflective of capacity, demand, or both? Would the program be able to expand services beyond the scale proposed in the application, if the demand existed? If yes, how would the program propose to achieve this?
    b. *Focus community/ies:* Programs may be expected to serve eligible defendants arrested in Manhattan regardless of their arrest location or home community, but applicants may propose to focus their program's referral base among one or more police precincts and/or offer programming within, or work in partnership with, one or more of the CJII focus neighborhoods. If applicable, what community or communities will the applicant focus on for referrals and/or in what community or communities will the proposed early diversion programming take place or in partnership with? Why were these communities chosen?
    c. *Location and facility:* Where will the program operate? What programs, staff, services, and other resources will be on-site, and which of them will be outsourced to the community? If the program requires securing facilities, applicants should present specifications for such a plan. If programming is on-

site, what are the proposed hours and how will accommodations be made to ensure accessibility to individuals who may attend school or work during typical business hours?

d. *Recruitment and enrollment:* Applicants must be willing to take referrals from the Manhattan District Attorney's Office. Describe in detail plans for collaborating with local police precincts, district attorneys, and the defense bar to facilitate recruitment and enrollment of eligible participants. What processes will be established to solicit, receive, and process referrals? Describe any anticipated challenges to receiving participant referrals and plans to address those challenges. Describe how program staff (in consultation with referral source(s)) will determine participant eligibility (e.g., what data will be collected and reviewed, what screening and/or assessment tools will be used). How will program staff generate interest and buy-in to the program among eligible participants?
e. *Screening and Assessment:* Applicants should discuss which screen(s) and/or assessment(s) they plan to use (or are already using), what the screening and/or assessment tool(s) measures, and how results will inform diversion programming and service delivery. Applicants should also discuss whether and how screens and/or assessments will generate different levels or types of programming for participants and/or service referrals, if appropriate.
f. *Models, research-based approaches, best practices, and innovation:* Explain which models, research-based or research-informed approaches, and/or best practices will inform the program; where and how practices will be adapted to the population(s) served, including specific sub-groups within the chosen service population(s) if applicable; and any specific innovation the program seeks to test (see Appendix 3 for reference). Will members of the service population and community members be included in the design of the program; if so, please explain.
g. *Program activities and dosage:* What client-centered activities does the program entail? What specific programs and services will be provided to participants? Will programs be administered individually and/or in groups? What is the proposed length of the intervention (e.g., number of sessions, duration, frequency, over what length of time)? How do the proposed program activities and dosage adhere to the risk-need-responsivity principle (given the low-level nature of the eligible offenses and criminal history, DANY expects proposed interventions to be relatively low-touch in duration and service intensity; See Appendix 3 for more information)?
h. *Cultural, linguistic, and population-specific competency:* Applicants should discuss the extent to which their proposed services will be appropriate and tailored to the service population selected (including with respect to race/ethnicity, gender, age/developmental life stage, and other characteristics).
i. *Trauma-informed services:* Applicants should discuss the extent to which their proposed services are trauma-informed. How will engagement and service delivery be designed to be responsive to existing experiences of trauma, reduce re-traumatization, and support healing and resiliency among participants?
j. *Coordinated services*: How will the program make referrals to other services needed by the client, when appropriate? Applicants should speak to established

connections with other service providers in New York City to whom they may refer clients based on particular needs (e.g., substance abuse, mental health, education and/or employment services), and whether they plan to sub-contract any portion of the grant, if awarded.

k. *Restorative justice:* Will restorative justice play a role in program activities? Will harmed parties (where applicable based on the offense) be incorporated into programming? If so, how? Will the community be incorporated into any restorative justice programming? If so, how?
l. *Safety and security measures:* Applicants should indicate a clear, detailed explanation of safety protocols. What procedures and guidelines will be put in place to minimize risk to program clients, staff, and any participating community members?
m. *Program completion and noncompliance:* What obligations and conditions will the program require for participants' successful completion and how do they adhere to the risk need responsivity principle? How will program staff monitor and support a participant's progress toward success during the program? How and when will participants exit the program? What additional contact, if any, will programs have with participants after program completion? What will the consequences be when participants do not comply with program protocols? What steps will be taken to reduce the number of participants who drop out of the program and, in turn, to improve rates of program completion? How will the program deal with instances of re-arrest among clients enrolled in the program?
n. *Program Integrity:* In addition to collaborating with ISLG and possibly with a third party evaluator to assess program impact, what processes will be put into place to monitor program success and to ensure program quality and fidelity?
o. *Information Use:* What guidelines will govern the use of participant information collected during program participation (e.g., the frequency and level of information shared with the referral source(s) and/or service partners)?

2. **Planning and implementation timeline.** Provide a timeline that outlines the major planning and piloting, if applicable, and implementation milestones of the program over a proposed 3.5-year period, including up to 6 months for planning (phase I), if needed, and up to three years for implementation (phase II). The timeline should stipulate key staff and/or partners responsible for each milestone and denote milestone completion by month or quarter.
3. **Sustainability.** Applicants should consider program sustainability in planning and implementation of the proposed early diversion program. What steps will be taken to facilitate sustainability following the end of grant funding? Discuss the potential funders and types of partner organizations that may be interested in supporting the program and enhancing its overall effectiveness.

C. Performance Measurement (3 page maximum):

Applicants should present their current capacity and proposed methods for collecting performance data (see Appendix 1 for more information on performance measurement). All selected applicants will be required to provide data on performance measurement to ISLG and/or the initiative's third-party evaluator. In addition, grantees implementing or expanding a

promising or innovative program may be required to coordinate regularly with a third-party evaluator contracted by DANY to examine the effectiveness of their program. Initial metrics will be finalized during the contracting phase and may be subject to change during the grant term, after discussion among all parties, based on programmatic implementation concerns, availability of data, and/or research needs.

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

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

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

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

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

Applicants should specifically address or include the items listed below.

1. Resources that the applicant and any subcontractors would use to provide the services, including all staff, volunteers, community partners, facilities, and 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 program. For what portion of the program would the subcontractor(s) be responsible? Refer back to the Program Narrative, as appropriate.
3. Description of any resource or referral directory (if applicable, e.g., of other providers in the neighborhood or city and to which clients are referred) maintained by the applicant and/or partner providers, current use, and staff resources needed to maintain the directory.
4. Description and evidence of community/neighborhood ties of the applicant and any subcontractors, specifically as they relate to the community(ies) where programming will be delivered and/or the four CJII focus communities which are home to a high number of individuals who will be eligible for early diversion under this RFP. Identify any

partnerships with other service providers (e.g., community-based organizations, faith-based institutions, schools) and describe the nature of the partnerships.
5. Areas in which training and technical assistance may be needed (e.g., connecting with referral sources, record-keeping/data collection, trauma-informed approaches).
6. 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.
7. Attach letters of support/commitment from city agencies, consultants, subcontractors and/or other funders, as appropriate. Letters should be addressed to DANY and submitted as a single file in the CJII Application Portal.

E. Experience (8 page maximum)

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

1. Explain how the applicant's current and/or previous work is relevant to the proposed early diversion program, and how this knowledge and experience will be leveraged in the planning (if applicable) and implementation of the early diversion program. Applicants should describe their experience with the focus population(s), focus community/ies, if applicable, system referral sources, and other relevant partners.
2. Indicate the length of time the applicant has a) been in operation and b) provided services relevant to this RFP.
3. List the key program staff and the role(s) each will fill. What are the qualifications for staff in each role? How are staff supported? To what extent do staff have training and experience in working with individuals from the focus populations? Do staff have experience recognizing and responding to individuals with past traumatic experiences? What additional training will key staff need to deliver the proposed program? Provide similar information for any subcontractor(s), if applicable.
4. Indicate the number of clients that the applicant and any subcontractors (if applicable) have served for similar or comparable services in the previous calendar year, with description of the services provided and any data available describing outcomes.
5. Attach resumes of the key staff who will be providing the work.

F. Program Budget

Applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed early diversion program and the overarching goals of DANY's investment in Early Diversion for Young Adults and Adults. The budget should include a proposed breakdown of funds for planning (phase I), if applicable, and each year of implementation (phase II).

The budget should include only the funding requested through this RFP, and not the entire costs needed to operate the program (only applicable if this funding would support only a portion of the costs needed to implement the proposed early diversion program). A sample budget form is included in Appendix 6. 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.

G. Program Budget Narrative (3 page maximum)

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

H. Fiscal Sponsorship Documentation (if applicable)

As noted, for-profits, non-profits and government agencies are eligible to apply. A non-profit 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.

I. Proposal Formatting and Length Requirements

Applicants should adhere to the following formatting requirements:

- All submissions should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins.
- Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
- Pages should be paginated.
- Length restrictions:
    - The Program Narrative (*Section VI.B*) should not exceed 15 pages (double-spaced), including any tables and charts. Only the first 15 pages of the Program Narrative will be read and scored by the evaluation team.
    - The Performance Measurement Section (*VI.C*) should not exceed 3 pages (double-spaced), including any tables. Only the first 3 pages will be read and scored by the evaluation team.
    - The Organization Capacity Section (*VI.D*) should not exceed 8 pages (double-spaced), excluding letters of support/commitment and audit report/certified financial statement. Only the first 8 pages will be read and scored by the evaluation team.
    - The Experience Section (*VI.E*) should not exceed 8 pages (double-spaced), excluding resumes of key staff. Only the first 8 pages will be read and scored by the evaluation team.

  - The Program Budget Narrative Section (*VI.G*) should not exceed 3 pages (double-spaced). Only the first 3 pages will be read and scored by the evaluation team.
  - Other sections of the submission are not restricted by length.
- Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

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

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

B. Evaluation Criteria

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

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

C. Basis for Contract Award

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

VIII. Appendices

Appendix 1: Performance Measurement

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

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

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

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

Exhibit 1. Performance Measurement Plan

Goal	Objective	Process Measure & Target	Output Measure & Target	Outcome Measure & Target	Data
Goal 1: Reduce the use of traditional case processing for defendants arrested for misdemeanors with no prior criminal record	1A. To divert diversion-eligible defendants to effective and tailored community-based responses	*Measure:* Percent of diverted defendants who complete program within 4 weeks of referral	*Measure:* Number of diverted defendants who complete program	*Measure:* Percent of eligible defendants who complete diversion programming whose cases are declined for prosecution and sealed	Program administrative data
		Year 1, Q1: 70%	*Year 1, Q1:* 65	*Year 1, Q1:* 80%	
		Year 1, Q2: 80%	*Year 1, Q2:* 85	*Year 1, Q2:* 90%	
		Year 1, Q3:	*Year 1, Q3:*	*Year 1, Q3:*	
		Year 1, Q4:	*Year 1, Q4:*	*Year 1, Q4:*	
	1B. To increase the effectiveness of community-based responses	*Measure:* Program retention from program commencement to completion, for focus population	*Measure:* Number of diverted defendants of focus population who complete program	*Measure:* Percent of diverted defendants of focus population arrested within 6 months of program completion	Program administrative data
		Year 1, Q1: 65%	*Year 1, Q1:* 65	*Year 1, Q1:* 30%	
		Year 1, Q2: 75%	*Year 1, Q2:* 85	*Year 1, Q2:* 20%	
		Year 1, Q3:	*Year 1, Q3:*	*Year 1, Q3:*	
		Year 1, Q4:	*Year 1, Q4:*	*Year 1, Q4:*	
Goal 2: (Add goals/ rows as needed)	2A. (Add objectives/ rows as needed)	*Measure:*	*Measure:*	*Measure:*	
		Year 1, Q1:	*Year 1, Q1:*	*Year 1, Q1:*	
		Year 1, Q2:	*Year 1, Q2:*	*Year 1, Q2:*	
		Year 1, Q3:	*Year 1, Q3:*	*Year 1, Q3:*	
		Year 1, Q4:	*Year 1, Q4:*	*Year 1, Q4:*	

Appendix 4: Early Diversion Programs for Young Adults and Adults RFP

Appendix 2: Deliverables

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

Exhibit 2. Examples of Deliverables for Early Diversion Grantees

#	Name	Description	Frequency/Due Date
1	Program Plan	Detailed plan for program roll-out based on research and planning undertaken during Phase 1: Planning.	End of Phase 1: Planning; up to 6 months after award
2	De-identified, client-level data	Client-level information such as: • Date arrested (or of incident if referral is pre-arrest) • Date enrolled in Diversion • Alleged Offense(s) • Client demographics, such as race, gender and age • Risk assessment outcome, if any • Services provided • Length of participation in program • Program exit (successful or unsuccessful, including reasons for program failure, if applicable)	Quarterly
3	Operational costs status report	Financial reports	Twice a year
4	Service coordination report	Report on outreach / referrals to services not provided through the diversion program and the frequency of use of those services	Quarterly
5	Implementation report	Report on challenges to implementing and growing the program; status of solutions; outputs	Quarterly
6	Outcome data	Data on various outcomes as required by external evaluator	Quarterly or twice per year

Appendix 3: Diversion Best Practices

This RFP seeks to fund early diversion programs (post-arrest but prior to arraignment) for young adults ages 18 to 20 and adults ages 21 and older who are arrested in Manhattan for select misdemeanor offenses, providing alternative programming and sanctions in lieu of criminal court processing. To present police and prosecutors with effective, meaningful alternatives to court processing, applicants should incorporate the lessons of diversion best practice and research into their program design, while tailoring them as necessary for the focus population(s) and neighborhood contexts.

Nationwide, diversion programs can vary significantly in their structure, eligibility criteria, and programmatic interventions. Few existing early diversion programs have been rigorously evaluated. However, there is ample diversion research and practice literature from the juvenile and criminal justice fields that applicants under this RFP may look to for guidance. This appendix summarizes select key findings from that body of literature and aims to serve as a jumping off point for further inquiry and investigation.

1. Promising Practices in Diversion

Below is a list of promising practices for effective diversion programs informed by standards set by the National Association of Pre-Trial Services Agencies for adult pre-trial diversion programs[s] and by considerations proposed by the Models for Change Juvenile Diversion Workgroup for juvenile diversion programs[t]:

Intake

- Formal eligibility guidelines should be developed by providers and criminal justice officials, written down and disseminated to all interested parties. Eligibility criteria should be firm and definitive, yet flexible to permit the exercise of discretion. Criteria should be broad and maximize opportunities for diversion without widening the net.[u]
- Prior to enrolling in a diversion program, potential participants should be fully informed of program requirements including program duration and possible outcomes. The individual should have the opportunity to access counsel before deciding to participate.

Services / Intervention

- Diversion programs should be time-limited. For those participants for whom longer term treatment is recommended, diversion programs may issue referrals to ongoing treatment services in the community but should not extend the length of the diversion program to match the amount of time the individual may require treatment services.
- Staff should use appropriate screening and assessment tools to inform the development of an individualized service plan / intervention in collaboration with the individual.

[s] The National Association for Pre-Trial Services Agencies is the national professional organization for the pretrial diversion field, which aims to promote pretrial justice and public safety through rational decision making and evidence-informed practices. *See:* National Association of Pretrial Services Agencies. November 2008. "Performance Standards and Goals for Pretrial Diversion/Intervention" http://www.pretrial.org/download/diversion/Pretrial%20Diversion%20Intervention%20Standards%20-%20NAPSA%202008.pdf

[t] The Models for Change Juvenile Diversion Workgroup is comprised of five organizations that provided technical assistance to states on the John D. and Catherine T. MacArthur Foundation's flagship juvenile justice reform initiative Models for Change. *See:* Models for Change. Models for Change Juvenile Diversion Workgroup. March 2011. "Juvenile Diversion Guidebook." http://www.modelsforchange.net/publications/301

[u] The term "net widening" in commonly used to describe a phenomenon whereby a program set up to divert individuals away from court processing or incarceration instead brings more individuals into the justice system who previously would not have entered.

- Diversion requirements should be the least restrictive possible to help the participant avoid future criminal behavior while considering the participant's charge, potential outcomes to the participant if convicted, and the participant's needs. Diversion intervention plans and services should be tailored to participant needs, and service intensity matched to participant risk level. Requirements may be revised in consultation with the participant if necessary to achieve agreed-upon goals.
- Programs should partner with providers in the community that have demonstrated ability and effectiveness in providing culturally competent and gender specific programming.
- Incentives may motivate service participation and engagement; graduated sanctions short of termination may be employed as responses to noncompliance. Arrests during program participation should not be automatic grounds for termination.
- Program completion and exit criteria should be clear but allow for flexibility. Completion criteria may include time-based criteria, which ensure that participants are not kept in the program for an overly extensive amount of time, and/or performance based criteria, which allow for participant progress towards meeting measureable goals to be evaluated regularly and program exit to occur when goals have been accomplished. Certain unacceptable behaviors may be designated as failure to comply and lead to program exit.

Confidentiality and Data Privacy

- Protocols should be developed establishing the collection and protection of sensitive and confidential information. Information gathered in the course of diversion should be considered confidential and should not be released without the participant's prior written consent. No information gathered in the course of diversion should be admissible as evidence in the case or in any subsequent civil, criminal, or administrative proceeding.

Program Integrity

- Formal cooperative agreements should be developed between the diversion provider and key stakeholders to assure program continuity and consistency.
- Program staff should ensure program practices are meeting the needs of the community served by meeting with local stakeholders and establishing partnerships with community representatives and criminal justice agencies. The development of a diversion program advisory board may help build and sustain community buy-in and involvement.
- The program should be committed to the implementation of effective managerial and service delivery techniques based on sound principles and evidence-based practices. Staff should be provided with adequate training and opportunities to enhance skills.
- A record keeping and data collection system should be in place to assist in providing periodic evaluations and monitor achievement of goals and objectives.

2. Diversion Program Approaches

While research and practice literature support the use and benefits of early diversion programs, there is no gold star, one-size-fits-all diversion program model to which applicants can or should adhere their proposed design. In fact, recent surveys of diversion programs in the juvenile and adult justice fields (including early diversion programs as well as some that are diversion from pre-trial incarceration and therefore may be focused on a population with greater risks and needs) shed light on the wide range of interventions/services offered to eligible participants. Services provided by surveyed programs included: drug testing/treatment, restitution, community service,

mental health treatment, counseling, restorative justice services, educational assistance programs, job placement services, motivational enhancement, batterer intervention, mentoring, caregiver respite/support, cognitive skills and life skills training.[19]

To assist applicants in identifying existing and innovating new approaches to diversion, below are examples of program elements drawn from existing diversion program models that have been implemented with some success. These examples are meant to serve only as reference points for applicants to consider in designing their proposed pilot programs under this RFP. Applicants are encouraged to look to the existing evidence base for promising diversion programs when designing and proposing their programs, and, where appropriate, to consider combining some of the following elements to create proportionate, meaningful programs:

- making apologies, including writing a letter of apology or apologizing in person to the harmed party(ies);
- completing meaningful community service assignments;
- participating in group, family, or individual counseling sessions;
- participating in peer court or a community review board;
- developing and executing an individualized action plan to achieve personal goals;
- participating in a mentor-led arts/enrichment activity focused on a moral or justice theme;
- participating in an educational course;
- participating in conflict coaching, mediation, or community conferencing;
- participating in mindfulness-based practices;
- participating in a leadership development and/or community organizing effort; and
- participating in a mock criminal court session focused on illuminating the court process and collateral consequences of arrest and conviction.

Appendix 4: Eligible Early Diversion Populations

This RFP seeks to fund early diversion programs for young adults (ages 18 to 20) and adults (ages 21+) with no criminal history who are arrested for select misdemeanor offenses in Manhattan and issued a DAT by the police. Applicants may propose an early diversion program designed or adapted for one or both of these populations, or for a specific subpopulation (e.g., adults or young adults of a particular age group, gender, offense type), and tailored to community context.

This appendix defines the populations that may be served under this RFP. Specifically, it includes: a list of the 10 most common early diversion eligible arrest charges in Manhattan among young adults and adults ages 18 and older (further eligible offenses will be defined by DANY in the course of the contracting process); exclusionary criteria precluding early diversion; and local data on the eligible population.[v] Applicants' proposed focus population(s) must respond to these basic eligibility and exclusionary criteria, and proposed program designs should be informed by local data and literature on the service population(s). Eligibility and exclusionary criteria will be finalized during the contracting phase and may be subject to change during the grant term, after discussion among DANY, contractors, and system and community partners, based on programmatic implementation, crime and arrest trends, research findings, and/or other relevant factors.

1. Top Arrest Charges Eligible for Early Diversion

Exhibit 3. Top Arrest Charges Eligible for Early Diversion among Young Adults and Adults, 2015

Most Frequent Early Diversion Eligible Arrest Charges
PL 165.15(3)-Theft of Services
PL 155.25-Petit Larceny
PL 221.10(1)-Criminal Possession of Marijuana in the Fifth Degree
PL 140.15(1)-Criminal Trespass in the Second Degree
PL 220.03-Criminal Possession of a Controlled Substance in the Seventh Degree
PL 145.00(1)-Criminal Mischief in the Fourth Degree
PL 140.10(a)-Criminal Trespass in the Third Degree
PL 170.20-Criminal Possession of a Forged Instrument in the Third Degree
PL 140.10(e)-Criminal Trespass in the Third Degree
PL 225.05-Promoting Gambling in the Second Degree

2. Exclusionary Criteria for Early Diversion
    - Record of a prior arrest
    - Arrest occurred outside of Manhattan
    - Custodial arrest (i.e., not issued a DAT)
    - Violent offenses

[v] All data provided in this appendix is from 2015 and was provided to ISLG by the Manhattan District Attorney's Office.

3. Local Data on Eligible Early Diversion Population(s)

Exhibit 4. Early Diversion Eligible Young Adults and Adults by Age, 2015

Age range	**# of defendants**
18-20	1274
21-24	1437
25-35	2092
36+	1854
Total	**7561**

Exhibit 5. Early Diversion Eligible Young Adults and Adults by Arrest Location, 2015

Neighborhoods	**Precincts**	**# of young adult defendants (18-20)**	**# of adult defendants (21+)**
Tribeca, Soho, Financial District	1st	72	413
Lower East Side, Nolita, Chinatown	5th, 7th	162	529
East Village	9th	74	256
Gramercy Park, Flatiron	13th	58	284
West Village & Greenwich Village	6th	51	239
Midtown West & Chelsea	10th	31	184
Midtown East	17th	6	88
Midtown South	Midtown Precinct South	257	983
Midtown North	Midtown Precinct North	64	353
Central Park	Central Park Precinct	5	18
Upper East Side	19th	19	124
Upper West Side	20th, 24th	59	269
Central & West Harlem	26th, 28th, 32nd	122	440
East Harlem	23rd, 25th	120	514
Washington Heights & Inwood	33rd, 34th	109	491

Appendix 4: Early Diversion Programs for Young Adults and Adults RFP

Appendix 5: Description of the Community Navigator Pilot

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

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

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

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

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

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

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

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

Appendix 6: Sample Budget Form

The budget form in Exhibit 6 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 6. Sample Budget Form

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

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

***Denote the percentage IDC used*

Appendix 4: Early Diversion Programs for Young Adults and Adults RFP

Appendix 7: References

[10] Burns, T., & Brown, P. (2012). *Lessons from a National Scan of Comprehensive Place-Based Philanthropic Initiatives.* Urban Ventures Group, Inc. Retrieved from http://www.heinz.org/UserFiles/File/Place-Based/UrbanVentures_final-report.pdf

[11] Andrews, D. A., Bonta, J., & Hoge, R. D. (1990). Classification for Effective Rehabilitation Rediscovering Psychology. *Criminal Justice and Behavior*, *17*(1), 19–52. http://doi.org/10.1177/0093854890017001004

[12] Rempel, M. (2014). *Evidence-based strategies for working with offenders*. Center for Court Innovation: New York. Retrieved from http://www.courtinnovation.org/sites/default/files/documents/Evid%20Based%20Strategies.pdf.

[13] 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.

[14] National Center on Domestic Violence, Trauma, and Mental Health. (2013). *Thinking about trauma in the context of DV advocacy: An integrated approach*. Adapted from Harris and Fallot, 2001.

[15] Center for Court Innovation. "Project Reset." Retrieved from: http://www.courtinnovation.org/sites/default/files/documents/Project%20Reset.pdf.

The New York County District Attorney's Office. "DA Vance Announces Funding for Innovative Crime Prevention Initiatives and Programs to Improve Access to Services for Victims of Crime" June 23, 2016. Retrieved from: http://manhattanda.org/press-release/da-vance-announces-funding-innovative-crime-prevention-initiatives-and-programs-improv

[16] Ibid.

[17] New York District Attorney's Office (DANY). Cases arraigned in Manhattan in 2015. Provided by DANY to ISLG on September 22, 2016.

[18] Ibid.

[19] National Association of Pretrial Services Agencies. "Pretrial Diversion in the 21st Century: A National Survey of Pretrial Diversion Programs and Practices." 2009

Models for Change. Models for Change Juvenile Diversion Workgroup. March 2011. "Juvenile Diversion Guidebook." http://www.modelsforchange.net/publications/301

Appendix 4: Early Diversion Programs for Young Adults and Adults RFP

Appendix 8: Contract Template

PART I

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

SPECIFIC TERMS AND CONDITIONS

1. **Commencement Date and Term**

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

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

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

2. **Parties**

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

3. **DANY's Agents**

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

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

4. **Notices**

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

4.1 **Notices to DANY:**

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

With copies to:

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

and

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

4.2 **Notices to Contractor:**

_____
_____
_____
Attn:

5. **Execution**

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

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

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

PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

1.01 Scope of Services

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

1.02 Budget

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

1.03 Invoices

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

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

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

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

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

1.04 Payment and Release

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

ARTICLE II—REPRESENTATIONS AND COVENANTS OF CONTRACTOR

2.01 Contractor Eligibility

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

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

2.02 Duplication

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

2.03 Program Eligibility

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

2.04 No Fees

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

2.05 Conflict of Interest

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

ARTICLE III — SUBCONTRACTING

3.01 Contractor's Right to Enter Certain Subcontracts

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

3.02 No Contractual Relation Between any Subcontractor and DANY

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

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

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

3.04 Right of Revocation of Subcontracts

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

ARTICLE IV—DELIVERABLES AND DATA SHARING, USE AND LIMITATIONS

4.01 Deliverables and reports

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

4.02 Data Tracking and Reporting

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

4.03 Confidentiality

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

4.04 Publicity

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

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

ARTICLE V— FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

5.01 Limitation on use of funds

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

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

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

5.02 Cost allocation plan

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

5.03 Recoupment of disallowances, improperly incurred costs and overpayments

A. Right to reimbursement or set-off. DANY may, at its option, either (i) require Contractor to reimburse DANY or (ii) withhold, for the purposes of set-off, any monies due to Contractor under this Contract. The set-off may be up to the amount of any disallowance or improperly

incurred costs resulting from any audits of Contractor, and/or the amount of any overpayment to Contractor on this Contract or any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Contract.

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

5.04 Maintenance of Books and Records

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

5.05 Retention of Books and Records

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

5.06 Inspection

A. Records Inspection. The parties' rights and obligations with regard to records inspection are set forth in Section 3 of Appendix D. Contractor will assist DANY and its agents in exercising DANY's rights pursuant to Section 3 of Appendix D, at no additional cost.

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

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

5.07 Audit

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

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

ARTICLE VI—PERSONNEL & FACILITIES

6.01 Key Employees

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

6.02 Maintenance of Skilled Staff

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

6.03 Screening of Staff and Responsibility for Screening

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

6.04 Allegations of abuse and maltreatment

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

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

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

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

6.05 Facility Suitability

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

6.06 Contractor's responsibility for safety

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

ARTICLE VII—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

7.01 Assignment

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

7.02 Modification and extension

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

7.03 Termination; Postponement; Suspension

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

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

ARTICLE VIII—INSURANCE AND INDEMNIFICATION

8.01 Insurance

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

8.02 Hold harmless and indemnification

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

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

ARTICLE IX—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

9.01 Rights in data and copyrights

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

9.02 Publication

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

9.03 Infringement

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

Article X-MISCELLANEOUS

10.01 Equal Employment Opportunity.

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

10.02 Order of precedence.

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

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

10.03 Governing Law

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

accordance with the laws of the State of New York. Contractor agrees to submit to jurisdiction of State or Federal court located in New York State, New York County.

10.04 Notices

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

10.05 One Year Limitation

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

10.06 Non-waiver clause

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

10.07 Force Majeure

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

10.08 Entirety of Agreement

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

10.09 Paragraph headings

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

ARTICLE XI--ASSURANCES and CERTIFICATIONS

11.01 Civil Rights and Equal Employment Opportunity

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

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

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

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

11.02 Privacy and Security of Personal Health Information

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

11.03 Certification regarding victims of trafficking

Contractor's signature on this Contract constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L 109-

164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Contractor further certifies that it will notify the Federal government in the event of violation by any employee.

11.04 New York State Information Security Breach and Notification Act

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

11.05 Certification regarding debarment, suspension, ineligibility and voluntary exclusion

Contractor's signature on this Contract constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify ISLG. In the event Contractor fails to notify ISLG, this Contract will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, and such failure to notify is considered a material breach of this Contract. In the event Contractor or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Contract will terminate immediately pursuant to Paragraph 6(C), as debarment, suspension, ineligibility and voluntary exclusions are considered a material breach.

11.06 Iran Divestment Act

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

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

11.07 VENDEX

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

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

PART III
APPENDICES

APPENDIX A **SCOPE OF SERVICES**

APPENDIX B **BUDGET**

APPENDIX C **DATA OBLIGATIONS AND RESPONSIBILITIES**

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

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Appendix 4: Early Diversion Programs for Young Adults and Adults RFP

APPENDIX A

SCOPE OF SERVICES

Appendix 4: Early Diversion Programs for Young Adults and Adults RFP
APPENDIX B

BUDGET

APPENDIX C

DATA OBLIGATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

APPENDIX D

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

1. Books and Records

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

2. Retention of Records

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

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

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

3. Inspection

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

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

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

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

4. Audit

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

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before providing access pursuant to this Section, provided that Contractor not redact client borough and zip code. If Contractor maintains and provides access to such redacted or uniquely identified records, Contractor is not obligated to provide access to any records pursuant to this Section where the inspection or review of such records would waive the attorney-client or attorney work product

privileges. In addition, Contractor may, upon request to and written approval from DANY, withhold from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges where disclosure of such documents would interfere or impair the provision of services under this Contract, provided that withholding such documents does not impede the ability of DANY or ISLG to ascertain that contracted-for services have been rendered in accordance with this Contract.

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

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

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

5. No Removal of Records from Premises

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

6. Electronic Records

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

7. Investigations Clause

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

B. Unlawful Refusal to Testify. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify when lawfully compelled to do so, in a proceeding concerning this Contract, DANY shall convene a hearing, upon not less than five (5)

days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify. If the hearing is adjourned at the request of any party to the hearing other than DANY, DANY may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without incurring any penalty or damages for delay or otherwise.

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

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

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

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

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

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

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

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

E. Definitions

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

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

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

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

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

8. Confidentiality

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

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

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

D. DANY's rights in the event of a breach of security. In the event of such breach of security, without limiting any other right of DANY, DANY shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. DANY shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. DANY or ISLG shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at DANY's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.

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

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

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

APPENDIX E

INSURANCE REQUIREMENTS

Required Policies and Amounts

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

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

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

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

APPENDIX F

CONTRACTOR'S PROPOSAL

Appendix 4: Early Diversion Programs for Young Adults and Adults RFP

APPENDIX G

RFP

APPENDIX H

SAMPLE INVOICE[23]

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		

[23] 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.