

CJII Grantee Application to Provide Peer-to-Peer Training and Technical Assistance

I. Goal of the Application

The goal of this CJII Grantee Application is to identify grantees under the Manhattan District Attorney's Office (DANY) Criminal Justice Investment Initiative (CJII), who are experts in providing peer-to-peer training and technical assistance (TTA) in various programmatic areas, and engage these grantees as experts to provide TTA services to other CJII grantees. Successful applicants will form a competition pool, and specific work assignments will be awarded through a Task Order solicitation process.

The services of these CJII grantee experts will complement the work of non-CJII grantees ("external experts") whose TTA services DANY is seeking under a separate solicitation "Request for Proposals for Training and Technical Assistance Consulting."

II. Purpose of the Application

DANY has committed to investing funds through its CJII to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Since CJII was established in 2016, 45 grantees have been selected to receive funding under this initiative.

The CJII grantee community represents a broad range of organizations. In terms of personnel, approximately 55% have more than 100 employees, while approximately 25% have 15 or fewer employees. Operating budgets also vary. Approximately 40% operate at \$20 million or more per year, while another 40% operate at under \$5 million per year. The establishment or longevity of organizations varies across grantees. Approximately 70% have been operating for 30 years or more, 20% operating between 11-29 years, and 10% operating for 10 years or fewer.

For more information about CJII and the grantees and programs selected under this initiative, please visit www.cjii.org.

Earlier this year (2018), CJII grantees were invited to identify opportunities for growth, enhancement, or improvement within their programs and to work with TTA providers to achieve their goals. As a next step, this solicitation (together with the companion RFP mentioned above), seeks to identify experts to support the grantee community in this endeavor.

III. Timeline and Submission Instructions

1. Release Date of Application: Thursday, November 1, 2018
2. Questions: Questions about this Application 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 Tuesday, November 13, 2018, at 11:59pm EST .
3. Answers to all questions will be available as an addendum to this RFP by 11:59pm EST on **Tuesday, November 20, 2018**. It will be the responsibility of applicants to check the

CJII website to remain up-to-date regarding all addenda issued for the current Application. Any addenda will be posted here: <http://cjii.org/category/opportunities/>.

4. Proposal Due Date: Proposal submissions are due by **Friday, December 7, 2018**, 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 may result in the proposal being considered non-responsive to this Application and not considered for award. Unless an addendum to this Application 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: Early 2019

IV. The Peer-to-Peer TTA Initiative

The following principles will guide the TTA initiative:

1. Adopting a participatory approach to identifying and delivering TTA needs
2. Measuring the impact of the TTA investment initiative over time
3. Fostering strong relationships with and between CJII grantees
4. Adopting a trauma-informed approach to all TTA offered
5. Disseminating what we learn to CJII grantees and external thought partners

CJII grantee experts will be expected to provide TTA to CJII grantees in a few ways:

1. Facilitate peer-to-peer group learning exchanges
2. Facilitate cross-grantee group workshops/trainings
3. Provide individual grantee support
4. Implement Train-the-Trainer models

DANY seeks CJII grantee experts to provide TTA in one, some, or all of the programmatic areas listed below:

1. Program design: Supporting grantees to
 - a. Develop and/or revisit program logic models to ensure all services are well defined and fully aligned with program goals
2. Program fidelity: Supporting grantees to
 - a. Develop and/or revisit program materials and curricula that are responsive to client needs and are used in the delivery of services
 - b. Codify program materials and curricula for training and/or dissemination to peer organizations
3. Outreach: Supporting grantees to
 - a. Clearly define target population/s and design a strategy for identifying, engaging, and screening clients
 - b. Develop and/or enhance outreach strategies for recruiting clients who meet program criteria
4. Intake and assessment: Supporting grantees to

- a. Design and/or enhance a structured and evidence-informed intake and assessment process that staff implement uniformly and engages clients in the development and ongoing refinement of their service plan
5. Engagement: Supporting grantees to
 - a. Develop and/or enhance trauma-informed policies and procedures, staff supervision to implement trauma-informed care, and trauma-informed program delivery
 - b. Develop and/or enhance a strengths-based approach across programs and organizational practice
 - c. Develop and/or enhance capacity to deliver culturally and linguistically-appropriate, and population-specific services and capacity to make referrals when necessary to meet the specific needs of clients
 - d. Develop and/or enhance staff training and infrastructure for staff training on key approaches/skills, including but not limited to:
 - Best practices to promote positive outcomes amongst children and adolescents (e.g., positive youth development, serving youth populations with blended service needs)
 - Strengths-based approaches to address behavioral health needs (e.g., motivational interviewing, mental health 101, harm reduction, crisis intervention and management, de-escalation and grounding)
 - Coaching and transformative mentoring
 - Credible messenger approach
 - Group facilitation
 - Restorative justice
 - Best practices and approaches for immigration-related issues (e.g., policy implications for programming, immigration and trauma, engaging and supporting mixed status families)
 - Enhanced response to crime victims (e.g., domestic violence 101, trafficking, commercial sexual exploitation of children (CSEC), child abuse recognition, non-traditional victims, teen dating violence)
 - Workforce development and economic empowerment
 - e. Develop and/or enhance approach to participatory program development by including voices of program participants and historically excluded groups within communities with which the organization works and ensuring that those voices have clear influence in programming.

V. Anticipated Contract Specifications

DANY anticipates awarding multiple contracts to CJII grantee experts to deliver the TTA described above. It is anticipated that the term of contracts awarded under this solicitation will be from January 2019 to July 2021. DANY anticipates awarding multiple contracts under this solicitation. Contracts will be in substantially the same form as the template attached to this solicitation as Appendix A.

Applicants selected under this solicitation will become a part of the competition pool eligible to compete for Task Orders. As TTA needs arise, DANY will issue Task Order solicitations

describing the scope of work and budget and contractors will be invited to submit a proposal. Task Orders will be issued by email and contractors will submit their proposals by email. Contractors will have a minimum of five business days to respond to Task Orders. Applicants that are selected under this solicitation are advised that no minimum or maximum contract amount or payment is guaranteed. The City University of New York Institute for State and Local Governance (ISLG) will manage the applicants selected and provide oversight and guidance to them throughout the lifetime of the initiative. The Research Foundation of CUNY (Research Foundation) will distribute funds to applicants funded under this initiative.

The Manhattan District Attorney's Office is committed to measuring outcomes for CJII initiatives and disseminating that information so that others may learn from and build on it. Contractors selected from the Task Order stage will be required to provide ISLG with process information on a regular basis.

VI. Proposal Content and Format

Applicants should structure their submission in multiple parts as listed below. Each item below should be included as a document, which applicants will upload to the CJII Application Portal.

- **Cover Letter:** The cover letter should state the proposed type of TTA the applicant wishes to provide, and an authorized representative of the applicant should sign and date it. **(1 page maximum)**
- **Proposed TTA Approach Narrative:** Applicants should describe how they approach delivering TTA in general. In addition to specific approaches, applicants can present frameworks and/or strategies for effective TTA that are most likely to achieve the goals of this solicitation. **(2 page maximum)**
- **Prior Relevant TTA Experience:** Applicants should describe their successful relevant experience and the proposed key staff and subcontractors (if any) they would engage **(2 page maximum)**
- **Level of Organizational Capacity:** Describe the applicant's organizational capacity by indicating the time the applicant has been in operation and provided services relevant to this solicitation. Indicate the number of clients the applicant has provided with TTA in the previous calendar year, with a description of the services provided and any data describing outcomes. Applicant should attach resumes of the key staff who will be providing the work. **(1 page maximum, , excluding resumes of key staff)**
- **Price Proposal Narrative:** Applicants should submit a price proposal and narrative that includes hourly rates of key staff titles anticipated to provide the services described above. Price proposals should include OTPS costs, such as anticipated travel, fringe and other expenses, listed separately from personnel costs. Applicants should provide a description of additional expenses included in the hourly rates. The preferred IDC rate is 17% or below, and applicants should provide justification for and a description of any such rate requested. **(2 page maximum including any tables and charts)**

Applicants should adhere to the following formatting requirements:

- All submissions should be single-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.
- 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. Evaluation Criteria

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

- Quality of proposed TTA approach: 35%
- Prior relevant TTA experience: 35%
- Level of organizational capacity: 20%
- Price proposal: 10%

VIII. Proposal Evaluation and Contract Award

An evaluation team selected by DANY will evaluate and rate proposals based on the evaluation criteria described below, and make award recommendations to DANY. Although discussions may be conducted with applicants submitting acceptable proposals, DANY reserves the right to award contracts based on initial proposals received, without discussions; therefore, the applicant's initial proposal should contain its best technical and price terms. Contract awards will be made to the applicants whose proposals are determined to be the most advantageous to DANY, taking into consideration the price, the recommendations of the evaluation team, and such other factors and criteria as set forth in this solicitation.

DANY will make all funding decisions. DANY reserves the right to fund none, one or multiple applicants, based on the proposals received in response to the solicitation.

**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 ___ years from that date.
- 1.2 DANY, in its sole discretion, may renew this Contract **once** for a period of up to ___ 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 + __ 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

Appendix A

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.

Appendix A

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 Scope of Services attached hereto as Appendix A and, if Contractor is awarded a project or projects, in accordance with the terms set forth therein, delineated in a Task Order or Task Orders. 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 Task Order(s) and as may be further directed by ISLG and agreed by Contractor (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 services provided and 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 (Appendix A) and the Task Order. 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 on a Task Order shall be submitted by Contractor within thirty (30) days of the expiration of the Task Order, 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 of the Task Order prior to its expiration, 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

The acceptance by Contractor of any payment made on the final invoice under a particular Task Order shall terminate any obligation on the part of DANY and its agents for any additional payments to Contractor under that Task Order, 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 that Task Order.

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 a Task Order 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 a Task Order 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

Appendix A

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

Appendix A

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 and in Task Order(s). 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 Contractor is working with, as described in Appendix A and in Task Order(s). 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, a Task Order, or any part of either 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 or a Task Order 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

Appendix A

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 and in any Task Order.

9.02 Publication

Appendix A

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 B
- (4) Appendix F
- (5) Appendix G
- (6) Appendix D
- (7) Appendix I
- (8) Appendix E, and
- (9) Appendix H.

10.03 Governing Law

Appendix A

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>.

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

11.07 PASSPort (formerly known as VENDEX)

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

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

PART III
APPENDICES

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

APPENDIX A

APPENDIX B

I

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

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

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

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

4. Audit

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

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

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

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

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

5. No Removal of Records from Premises

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

6. Electronic Records

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

7. Investigations Clause

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

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

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

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

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

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

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

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

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

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

E. **Definitions**

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

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

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

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

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

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

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

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

APPENDIX E

INSURANCE REQUIREMENTS

Required Policies and Amounts

Workers' Compensation/
Disability Benefits:

In statutory amounts.

Employer's Liability:

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

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

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

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

Automobile Liability
(if applicable):

\$1,000,000

Umbrella/Excess Liability:

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

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

Professional Liability Insurance:

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

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

APPENDIX F
CONTRACTOR'S PROPOSAL

APPENDIX G

APPENDIX H
SAMPLE INVOICE

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

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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.