



District Attorney
of New York
County

Criminal Justice Investment Initiative

**Request for Proposals for
West Harlem Community Reentry Project**
No. 021
Expires 3/15/19

Table of Contents

I.	Cover Sheet.....	1
II.	Key Terms.....	2
III.	Summary of the Request for Proposals.....	4
IV.	Anticipated Scope of Services.....	7
V.	Deliverables.....	12
VI.	Proposal Content and Format.....	12
VII.	Proposal Evaluation and Contract Award.....	18
VIII.	Appendices.....	20

I. Cover Sheet for RFP for West Harlem Community Reentry Project

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to seek proposals from qualified applicants to plan and implement a three-pronged community healing, reentry, and violence prevention project utilizing restorative justice practices, credible messengers, and a capacity-building incubator for local community-based organizations to support individuals reentering to, and to prevent future violence in, the Manhattanville and Grant Houses and surrounding area^a in Manhattan. This investment is a direct response to a June 2014 law enforcement intervention that resulted in the arrest and prosecution of 103 individuals, which—while dramatically reducing incidents of shootings and homicides—has had a lasting and multi-faceted impact on the West Harlem community. It is envisioned as a local, collaborative, and community-driven project that will promote healing among community members and between the community and law enforcement; support community members who have recently returned, or are soon to return, from incarceration; and strengthen and empower community-led anti-violence efforts.

B. Timeline and Submission Instructions

1. **Release Date of RFP:** January 23, 2019
2. **Questions:** Questions about this RFP may be submitted in writing through the CJII applications portal at <https://cuny-islg.fluidreview.com>. Questions and requests for clarification must be submitted by **Friday, February 8, 2019, at 11:59pm EST**.
3. Answers to all questions will be available as an addendum to this RFP by **11:59pm EST on Friday, March 1, 2019**. It will be the responsibility of applicants to check the CJII website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted under <https://cjii.org/rfp-west-harlem-community-reentry>.
4. **Proposal Due Date:** Proposal submissions are due by **March 15, 2019, at 11:59pm EST**. Proposals should be submitted via <https://cuny-islg.fluidreview.com>.
5. Failure to submit a proposal by the due date and time may result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. **Anticipated Contract Date:** Summer/Fall 2019

^a Throughout this RFP, the phrase “Manhattanville and Grant Houses and surrounding area” refers to the Manhattanville and Grant NYCHA housing developments located in West Harlem as well as the community adjacent to the Houses, especially the area surrounding Manhattan Avenue from 110th Street to 124th Street, just east of Morningside Park (See Section II Key Terms).

C. Amount and Number of Awards

DANY anticipates total funding to be up to \$3 million for a single award issued through this RFP. An award is available through this RFP for a community healing, reentry, and violence prevention project that includes restorative justice practices, credible messengers, and a capacity-building incubator for local community-based organizations to support individuals reentering to, and to prevent future violence in, the Manhattanville and Grant Houses and surrounding area in Manhattan. An award is specifically available for planning and implementing the three-pronged community healing, reentry, and violence prevention project. Implementation (phase II) funding will be contingent upon approval of the project plan developed during the planning phase (I).

D. Contact Information

Questions regarding RFP content should be submitted in writing at <https://cuny-islg.fluidreview.com>.

Questions regarding technical difficulties should be sent to cjii@islg.cuny.edu.

II. Key Terms

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

2014 Law Enforcement Intervention: In June 2014, DANY and the NYPD conducted a significant law enforcement intervention that resulted in the arrest and prosecution of 103 men. The intervention was focused on the Manhattanville and Grant Houses and surrounding area, which had been experiencing high rates of violence. The majority of individuals charged in the gang violence indictment were sentenced to jail or prison (see *Appendix 3* for more information). The intervention has had a lasting and multi-faceted impact on the community.

Capacity-building Incubator: With regard to this RFP, this is one of the three required project elements. The capacity-building incubator will select and provide funding (annual micro-grants of up to \$20,000 per organization over three years; see “micro-grants”), oversight, and capacity-building training and technical assistance to three existing local community-based organizations engaged in anti-violence work in the Manhattanville and Grant Houses and surrounding area.

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 and guidance to CJII grantees throughout the lifetime of the initiative.

Credible Messengers: With regard to this RFP, this is one of the three required project elements. Credible messengers are mentors who have passed through the justice system or have similar relevant experiences. They are matched with justice involved/at-risk young people, and through transformative personal relationships, credible messengers assist the young people they serve in positive behavioral change and accessing helpful services and supports.¹ In this initiative, credible messengers would be matched with individuals prosecuted in the 2014 law

enforcement intervention (and others at-risk of violence and/or justice system involvement, as appropriate), assisting them and their family members as needed. In addition to providing individualized support, the credible messengers will deliver and engage their clients in a structured group mentoring program informed by the principles of cognitive behavioral therapy.^b

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

Lead Entity (Lead Applicant): With regard to this RFP, the applicant and the entity responsible for the planning and implementation of the proposed community healing, reentry, and violence prevention project. The lead entity is required to engage one or more partners (subcontractors) to deliver the required project elements (i.e., restorative justice, credible messenger, capacity-building incubator). The lead entity will serve in a coordination and management role; however, the lead entity may, but is not required to, deliver one or more of the required project elements.

Manhattanville and Grant Houses and surrounding area: This is the focus community for this project. This project will serve the Manhattanville and Grant Houses, which are two NYCHA housing developments located in the West Harlem neighborhood of Manhattan. The Manhattanville Houses are located between Broadway and Amsterdam Ave and 129th and 133rd streets, and the Grant Houses are located between Broadway and Morningside Ave and 123rd and 125th streets. This project will also serve the community adjacent to the Manhattanville and Grant Houses that was similarly affected by the previous violence and subsequent 2014 arrests and prosecutions, especially the area surrounding Manhattan Avenue from 110th Street to 124th Street, just east of Morningside Park.

Micro-grants: Annual grants of up to \$20,000 to be awarded to three existing local community-based organizations over three years by the entity responsible for administering the capacity-building incubator (see “Capacity-building Incubator”) using the funding made available through this RFP. Micro-grants are intended to support anti-violence work serving the focus community (see “Manhattanville and Grant Houses and surrounding area”).

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

Reentry: Reentry is the process of release from incarceration and reintegration into the community.

The Research Foundation of the City University of New York (RFCUNY, or Research Foundation): Under CJII, the Research Foundation of CUNY will administer all funds. The Research Foundation is a nonprofit educational corporation that provides CUNY and non-CUNY

^b An example of a group-based credible messenger led mentoring program in New York City is Arches Transformative Mentoring program For more information on Arches see NYC Probation: “Arches: A Transformative Mentoring Program” at http://home2.nyc.gov/html/prob/html/young_men/arches.shtml and Urban Institute: “Arches Transformative Mentoring Program: An Implementation and Impact Evaluation in New York City” at https://www.urban.org/research/publication/arches-transformative-mentoring-program/view/full_report.

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

clients with the administrative infrastructure to support sponsored program activities. The Research Foundation acts as DANY's fiscal agent for CJII.

Restorative Justice: With regard to this RFP, this is one of the three required project elements. Restorative Justice is a theory of justice that seeks to address harm and foster healing through collective processes. Restorative justice applications include, but are not limited to, peacekeeping circles (e.g., healing circles, reentry circles) and family group conferencing.² Restorative Justice practices can be employed in response to conflict and/or crime, as well as proactively to strengthen community.

Subcontractor(s): Partner entity(ies) with relevant expertise to plan and implement the project in partnership with the lead entity. The lead entity is required to engage one or more partners (subcontractors) to deliver the required project elements (i.e., restorative justice, credible messenger, capacity-building incubator).

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.³

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.⁴

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 \$3 million will be available to fund the "West Harlem Community Reentry Project" described in this RFP.

The City University of New York Institute for State and Local Governance (ISLG) is the technical assistance consultant to DANY for CJII. ISLG will provide input to DANY and guidance to CJII grantees throughout the lifetime of the initiative. Proposals will be submitted to DANY, which makes all decisions regarding awardees. The Research Foundation of CUNY (Research Foundation) will distribute funds to the grantee funded under this initiative.

In June 2014, DANY and the NYPD conducted a significant law enforcement intervention that resulted in the arrest and prosecution of 103 men. The intervention was focused on the West Harlem based Manhattanville and Grant Houses and surrounding area which had been experiencing high rates of violence.⁵ Between 2010 and 2014, members of three rival crews were responsible for two murders and over 50 shooting incidents. Nineteen of the 103 individuals who were indicted had themselves been shot at least once, and 11 uninvolved bystanders or

misidentified targets were also shot. The impact of the law enforcement response on the community is multi-faceted. The homicide and non-fatal shooting rates in and around the Houses dramatically declined following the intervention, producing a benefit to public safety—in the four years following the intervention, the homicide rate in and around the Manhattanville and Grant Houses decreased by 80%, and the non-fatal shooting rate decreased by 41%, compared with the four-year period leading up to the intervention.⁶ However, because of the intervention, young men were arrested, prosecuted, convicted, and incarcerated; families experienced disruption and separation from loved ones; and community-law enforcement relations were strained.

DANY is interested in funding a lead entity to plan and implement a West Harlem-based project that employs restorative justice, credible messengers, and a capacity-building incubator for local community-based organizations to promote healing among community members and between the community and law enforcement; support community members who have recently returned, or are soon to return, from incarceration; and strengthen and empower community-led anti-violence efforts. The project will also ensure that members of the community that participate in this project and are in need of outside services and/or supports are referred and connected to services and/or supports that meet their needs. The project will focus on West Harlem, one of the four focus neighborhoods of CJII, and specifically the Manhattanville and Grant Houses and surrounding community that was impacted by the 2014 law enforcement intervention. This investment contributes to the CJII goals of improving public safety and enhancing fairness and efficiency in New York City's justice system by providing services and supports to bolster community-led anti-violence efforts, and support individuals in successfully reentering the community and avoiding further contact with the criminal justice system. This investment is situated within DANY's broader investment strategy for diversion and reentry.

B. Anticipated Contract Specifications

DANY anticipates awarding one contract for planning and implementing the West Harlem Community Reentry Project. The length of planning and implementation funding (phases I-II) for the contract will not exceed 3.5 years, beginning in summer/fall 2019. The funded applicant will be required to provide ongoing performance data (see *Section III.D Performance Measurement*) to ISLG and possibly to a third party evaluator(s). The funded applicant will be required to continue providing performance data for one year beyond the period of the program funding as part of their contract.

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 supporting the initiative. The contract template is attached as *Appendix 6*. If 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.

DANY anticipates that for this project to succeed, it will need to be a collaborative effort within the community. Therefore, and given CJII's commitment to collaboration as one of its guiding principles, DANY is seeking applicants that will form a partnership(s) or leverage existing

partnerships with one or more entities with relevant expertise to plan and implement the project. 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 should be willing to work with CJII's Community Navigator Program and CJII's Youth Opportunity Hub in West Harlem. Both programs 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 Silberman School of Social Work at Hunter College and serve to support young people and their families in navigating the rich social services of New York City. The Youth Opportunity Hub in West Harlem, the Living Redemption Youth Opportunity Hub, is administered by Community Connections for Youth (CCFY) in partnership with several Harlem-based grassroots organizations. The West Harlem-based Hub provides a host of services including, but not limited to, credible messengers, employment assistance, intensive mentoring, arts and recreation, trauma-specific services, legal advocacy, and health education to young people who reside in or have connections to Central and West Harlem. Working with community navigators and the West Harlem-based Hub could entail the funded applicant receiving and/or referring clients, sharing client information, where necessary, and/or providing programmatic information to the programs. Note that while the credible messengers to be supported by this project *may* lessen the need for the project to utilize community navigators, the funded applicant should be willing to work with the community navigators if it is determined during the planning or implementation of the project that doing so would aid the project in achieving its goals.^d

C. Anticipated Available Funding

DANY anticipates total funding for the West Harlem Community Reentry Project to be up to \$3 million for one award for up to 3.5 years. Funding will be divided into planning (phase I), which will last up to six months and may include (but not be limited to) developing and finalizing a program plan, hiring and training staff, establishing system and community partnerships (including forming an advisory board), and carrying out the application and selection process to identify existing local community-based organizations to receive micro-grants and participate in the capacity-building incubator (see *Section IV. C. Program Description*); and implementation (phase II), which will last up to three years and is intended to support full implementation of the project. The maximum planning grant is \$100,000.

While funding is anticipated for up to six months for planning and up to three years for implementation, the duration of the two phases may be negotiated during the contracting phase to allow for needed flexibility. Funding for implementation (phase II) will be contingent upon approval of the implementation plans developed during the planning phase (I).

^d At the time of this RFP release the Community Navigators are focused on serving East Harlem. While the service area for the Community Navigator program may expand to include West Harlem during the period for which the West Harlem Community Reentry project is expected to operate, this expansion in service area and the program's capacity to take on new clients is not guaranteed and therefore access to this resource by the applicant to be funded via this RFP is not guaranteed.

Applicants may submit only one proposal as a lead applicant in response to this RFP. Applicants submitting a proposal as a lead applicant may, however, also serve as partners/subcontractors on one or more other proposals that respond to this RFP.

D. Performance Measurement

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

The Contractor funded through this RFP may be required to coordinate regularly with a third-party evaluator contracted by DANY to examine the effectiveness of the project. The Contractor will be required to provide the 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

In June 2014, following a multiyear investigation into persistent violence⁷ in the Manhattanville and Grant NYCHA housing developments and surrounding area in West Harlem, a Manhattan grand jury indicted 103 young men. Between 2010 and 2014, members of three rival crews were responsible for two murders and over 50 shooting incidents. Nineteen of the 103 individuals who were indicted had themselves been shot at least once, and 11 uninvolved bystanders or misidentified targets were also shot. In September 2011, 18-year-old Tayshana "Chicken" Murphy, who was regarded as one of the top high school female basketball players in the country, was shot and killed at the Grant Houses. In December of that year, Walter Sumter, also 18, was killed in what is thought to be an act of retaliation for Murphy's death. The individuals charged in the gang violence indictment—the largest in DANY's history—ranged in age from 15 to 37 years old, with an average age of 20. All but four defendants were convicted. The majority of those arrested were sentenced to jail or prison and either served, or are still serving, time in jail or prison.

The 2014 arrests have had a multi-faceted impact on the Manhattanville and Grant Houses and surrounding community. Law enforcement received feedback that many community members felt desperate for an end to the persistent violence and experienced relief following the arrests. In the four years following the intervention, the homicide rate in and around the Manhattanville and Grant Houses decreased by 80%, and the non-fatal shooting rate decreased by 41%, compared with the four-year period leading up to the arrests.⁸

DANY's Community Partnerships Unit has received feedback from the community that the trauma of this event lingers and has led to increased mistrust of police and prosecutors. The prosecution of these young men has also, of course, significantly impacted the lives of those individuals who were charged, as well as their families. Of those arrested that received jail or prison time (84), more than half (44) have been released back into the community (see *Appendix 3*). Several of the young men are still serving out their sentences and are expected to return to the community in the coming years. These individuals are now experiencing—or are soon to experience—the difficult and complicated process of reentry.

Although the significant decrease in homicides and non-fatal shootings represents a public safety benefit, the trauma of this event on the community must also be acknowledged. There is an opportunity to address this trauma and also sustain the reduction in violence that has occurred. This investment funds the creation of the West Harlem Community Reentry Project to support and promote the long-term peace and health of the Manhattanville and Grant Houses and surrounding community through restorative justice practices, credible messengers, and a capacity-building incubator.

B. Goals and Objectives

The work solicited in this RFP will advance CJII's goals of improving public safety and promoting a fair and efficient criminal justice system by planning and implementing a community reentry project to:

- Promote healing and improve relations among members of the Manhattanville and Grant Houses and surrounding community as well as between the community and local law enforcement;
- Improve outcomes for individuals reentering the Manhattanville and Grant Houses and surrounding community from jail and/or prison (improved outcomes may include improved engagement in education and/or employment, improved physical and mental health, improved access to stable housing, strengthened family and interpersonal relationships, improved engagement in community and civic affairs, and reduced involvement with the justice system); and
- Build the capacity of existing local community-based organizations in the Manhattanville and Grant Houses and surrounding community to engage and address the needs and opportunities of community members with a focus on violence prevention.

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

- Developing and implementing a restorative justice project that is informed by and serves members of the Manhattanville and Grant Houses and surrounding community (including reentering individuals and their families) and law enforcement; connects participating community members (e.g., survivors of crime and violence) with needed services; and builds the capacity of community members to administer restorative practices;
- Developing and implementing a credible messenger program consisting of individualized and group mentoring support that serves: (a) individuals incarcerated as a result of the 2014 law enforcement intervention who have returned or are soon to return to the Manhattanville and Grant Houses and surrounding area, to support them and their

families in successfully navigating the reentry period leading to improved outcomes, and (b) selected individuals who may not have been directly involved in the 2014 law enforcement intervention but who are currently at-risk of or engaged in violence in the Manhattanville and Grant Houses and surrounding community; and

- Developing and implementing a capacity-building incubator to empower and resource (via administration of micro-grants and training/technical assistance) existing local community-based organizations in administering services and supports to promote public safety in the Manhattanville and Grant Houses and surrounding community.

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

C. Program Description

This request seeks proposals from eligible applicants to plan and implement the West Harlem Community Reentry Project.

- 1. Eligible Applicants:** Applicants may be for-profits, nonprofits^e, or governmental entities. Applicants will serve as the lead entity and, through partnership with one or more than one entity, administer the three required elements of the intervention (i.e., restorative justice, credible messengers, and capacity-building incubator). Asset forfeiture funds (i.e., the source of CJII funding) cannot be used to fund government staff salaries. CJII is committed to funding community-based initiatives and helping community-based organizations to develop capacity where needed. As such, organizations of varying sizes and capacity are eligible and encouraged to apply. Applicants, however, should have the staff, relationships, and resources necessary to implement their proposed project or should demonstrate the ability to acquire and develop them in a timely manner upon being funded for an award through this RFP.
- 2. Project Coordination:** The proposed project must include a lead entity (i.e., lead applicant) responsible for planning and implementing the project. The lead entity will serve in a coordination and management role; however, the lead entity may, but is not required to, deliver one or more of the required project elements. DANY anticipates that for this project to succeed, it will need to be a collaborative effort, utilizing and engaging the strengths and knowledge of existing local efforts and community-based organizations of varying sizes and capacity. Therefore, and given CJII's commitment to collaboration as one of its guiding principles, the lead entity is required to engage one or more partners to deliver the required project elements. The lead entity is responsible for developing and administering—in a collaborative manner and informed by its partner(s) and members of the community to be served—a cohesive intervention, identifying and supporting coordination and collaboration across the required project elements.
- 3. Project Elements:** The proposed project must include, but may not be limited to, the following elements:

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

- Restorative Justice:* Restorative Justice is a theory of justice that seeks to address harm and foster healing through collective processes. Applications include, but are not limited to, peacekeeping circles (e.g., healing circles, reentry circles) and family group conferencing. This project element will be administered by an entity—the lead entity or a subcontractor—with relevant knowledge and experience in restorative justice theory and application. The entity will plan and administer an appropriate restorative justice intervention (or interventions) to address the harm caused by the criminal behavior/violence that led to the 2014 law enforcement intervention; the harm caused by the intervention including the subsequent removal of individuals from the community; and promote healing and reconciliation among members of the Manhattanville and Grant Houses and surrounding community, and between the community and law enforcement. In planning the intervention(s), the entity will consider the needs (logistical, security-related, emotional, etc.) of all relevant parties to ensure responsiveness and safety. The entity is also expected to identify (either directly or via staffing support from the lead entity) if individuals participating in the restorative justice component have needs for services and/or supports that exist outside the project and link (either directly or via staffing support from the lead entity) those participants to tailored services and supports as needed.^f The entity will also provide restorative justice training and coaching for community members, preparing community members to convene and lead restorative practices as needed.
- Credible Messengers:* Credible messengers connect and build transformational relationships via individualized and group mentoring with at-risk individuals to assist them in actualizing positive behavioral change and accessing helpful resources and supports. Credible messengers are peers with similar life experience to those that they serve. This project element will be administered by an entity—the lead entity or a subcontractor—with relevant knowledge and experience in the credible messenger approach or a related approach. The entity will hire, train, and supervise credible messengers, linking the credible messengers with the individuals prosecuted as a result of the 2014 law enforcement intervention—including those who have already completed their incarcerative term and have reentered the community as well as those who remain incarcerated and are within six months of release. The credible messengers will provide clients with guidance and role modeling as well as specifically aid them in preparing for (if applicable) and ongoing navigation of the reentry process, connecting them with appropriate supportive services (including, but not limited to, the CJII Youth Opportunity Hub in West Harlem where appropriate). The credible messengers will approach their work holistically and with the benefit of the community in mind, providing supports and services to clients' family

^f Individuals participating in the restorative justice component that were prosecuted as a result of the June 2014 intervention will receive, or be linked to, services and supports via the credible messenger project component but other participating individuals (e.g. those who were harmed by the violence that led to the law enforcement intervention) may be in need of assessment and service linking.

members and as well as individuals who may not have been directly involved in the 2014 law enforcement intervention but who are currently at-risk of or engaged in violence in the Manhattanville and Grant Houses and surrounding community. The credible messengers will deliver individualized mentoring support to clients and also deliver and engage clients in a structured, curriculum-based group mentoring program informed by the principles of cognitive-behavioral therapy.

- *Capacity-building Incubator:* The capacity-building incubator (incubator) will provide funding (micro-grants), oversight, and training and technical assistance to existing local community-based organizations engaged in anti-violence work in the Manhattanville and Grant Houses and surrounding community. This project element will be administered by an entity—the lead entity or a subcontractor—with relevant knowledge and experience in grants administration and/or nonprofit management. The entity will identify through an application/selection process (ideally to be conducted during the planning phase) a cohort of 3 existing local community-based organizations to each receive micro-grants of up to \$20,000 per year over three years. The entity will administer the funding to the community-based organizations selected to participate in the incubator, ensuring appropriate expenditure of micro-grants. The entity will also develop and provide (directly or via expert consultants to be engaged by the entity or made available to the entity through the broader CJII training and technical assistance initiative managed by ISLG) training opportunities to members of the incubator in areas such as fundraising, performance measurement, technology, and financial management to assist them in strengthening their operations and expanding their reach to support the ongoing health of their community.

4. **System and Community Partnerships:** The funded project will be expected to collaborate with appropriate system partners (e.g., NYPD, DANY, NYCHA) and community partners (e.g., service providers, faith-based organizations, Manhattan Community Board 9, Manhattanville and Grant Houses resident associations) in the planning and implementation of the project. This collaboration includes, but is not limited to, establishing partnerships with service providers to receive referrals (from, for example, credible messengers or the restorative justice entity) of community members participating in the project that may be in need of outside services to address their service needs. As part of its collaboration with system and community partners, DANY expects that the lead entity will launch a West Harlem Community Reentry Project advisory board during the planning phase and convene the advisory board at regular intervals throughout the implementation phase and that DANY and other key stakeholders to be identified by the applicant will be members. Applicants must be willing to work with the Community Navigators and CJII Youth Opportunity Hub in West Harlem and may be expected to work with other CJII-funded organizations/programs that are serving the same or similar populations through initiatives such as Social Enterprises, Reentry Services and Supports, and Increasing Access to Services for Survivors of Crime (see CJII.org for information).

D. Focus Populations and Geography

This funding can be used to support a community healing, reentry, and violence prevention project that serves the focus community of the Manhattanville and Grant Houses and surrounding area. The surrounding community to be served includes, but is not limited to, the area surrounding Manhattan Avenue from 110th Street to 124th Street, just east of Morningside Park, that was similarly impacted by the 2014 law enforcement intervention.

Individuals to be served through this project include members of the focus community (i.e., Manhattanville and Grant Houses and surrounding area) including but not limited to residents. Specifically,

- the restorative justice component of the project will focus on promoting healing and reconciliation among members of the Manhattanville and Grant Houses and surrounding community, and between the community and law enforcement by serving (a) individuals who were responsible for (and prosecuted as a result of) the violence in the Manhattanville and Grant Houses and surrounding community, (b) individuals harmed/impacted by the violence, (c) individuals impacted by the prosecution and subsequent removal of their fellow community members from the community, and (d) members of the law enforcement community;
- the credible messenger component of the project will focus on serving the individuals prosecuted as a result of the 2014 law enforcement intervention (see *Appendix 3*) and their families, but will also serve, as appropriate, selected individuals who may not have been directly involved in the 2014 law enforcement intervention but who are currently at-risk of or engaged in violence in the Manhattanville and Grant Houses and surrounding community; and
- the capacity-building incubator component of the project will serve three existing local community-based organizations engaged in anti-violence work to-be selected for incubator membership.

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 (1 page maximum)

The cover letter should briefly describe the proposed community healing, reentry, and violence prevention project for which funds are sought; the structure of the proposed partnership/coalition to plan and implement the project; the amount and number of months of planning funds sought; the amount and number of years of implementation funds sought; and give basic information (e.g., location, contact information) about the applicant and its partner provider(s). The cover letter should be signed and dated by an authorized representative of the applicant.

B. Project 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. **Project design.** All applicants should discuss the elements below as they relate to the community healing, reentry, and violence prevention project for which they are seeking funding.
 - a. *Project structure:* Describe the structure of the proposed project. In what role(s) will the lead entity serve? In what role(s) will its partner(s) serve? How will the lead entity ensure a cohesive vision for the project given its multi-faceted approach?
 - b. *Project elements:* Describe the proposed project elements. At a minimum, address the following for each of the required elements—restorative justice, credible messengers, capacity-building incubator:
 - i. *Approach & evidence-base:* What activities does the project element entail and how do these activities lead to improved outcomes? Has the proposed approach for the project element been evaluated and demonstrated to be effective? If not, describe the literature, theories, and/or evidence that suggest the approach would be effective.
 - ii. *Focus population & numbers served:* What is the project-element specific focus population and how are the proposed activities appropriate or necessary for the population? How many clients does the project element plan to serve in each year of the initiative? Is the proposed reach reflective of capacity, demand, or both? Would the project element be able to expand services beyond the scale proposed in the application, if the demand existed? If yes, how would the project propose to achieve this?
 - iii. *Outreach and engagement:* How will the applicant conduct outreach to and engage the population to be served for each project element? What is the role of system and/or community partners in this effort? Describe any anticipated challenges to receiving participant referrals and/or engaging clients, and plans to address those challenges.
 - iv. *Dosage:* What is the proposed project element dosage (e.g., number of sessions and over what length of time)? What constitutes project element completion/exit?
 - v. *Location and facility:* Where will the project element operate? How is that location accessible to members of its focus population? If proposed operations require securing facilities/space, applicants should present specifications for such a plan.

- vi. *Cultural, linguistic, and population-specific competency*: Applicants should discuss the extent to which each project element’s proposed services will be appropriate and tailored to the focus population (including with respect to race/ethnicity, gender, age/developmental life stage, and other characteristics). Applicants should particularly consider the following: language access; the program’s physical setting or location of services; service delivery and engagement strategies; and staffing (e.g., training, use of lived experience, etc.)
 - vii. *Trauma-informed services*: Applicants should discuss the extent to which each project element’s proposed services, policies, and procedures 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? Applicants should particularly consider the following: the project element’s physical setting (e.g., lighting, furniture, the facility’s location); strategies for security and crisis procedures (e.g., will there be uniformed security? metal detectors? when a client is in crisis, how will this be approached?); and clinical or case management interventions (e.g., will the project element be using a specific trauma-informed intervention? how will a trauma-informed approach be incorporated into services?)
- c. *System and community partnership*: What system and community partners will be involved in the design and refinement of the project and how? How will members of the focus population be involved in the design and refinement of the project? How will the project develop, maintain, and interface with a referral network to support referrals of project participants to services/supports as needed?
 - d. *Project integrity*: In addition to collaborating with ISLG and possibly with a third party evaluator to assess project impact, what processes will be put into place to monitor project success and to ensure project quality and fidelity?
2. **Planning and implementation timeline.** Provide a timeline that outlines the major planning and implementation milestones of the project over the proposed period for which funding is sought, including up to 6 months for planning (phase I) 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 sustainability in planning and implementation of the proposed project. 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 project—in part or in full—and enhancing its overall effectiveness.

C. Performance Measurement (3 page maximum):

The Manhattan District Attorney’s Office is committed to measuring performance for CJII initiatives so that others can learn from and build on those initiatives.

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 I* 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 that lack capacity for performance monitoring and data collection may indicate a need for technical assistance in this area and may be offered assistance by ISLG to comply with this funding requirement.

D. Organizational Capacity (8 page maximum)

CJII is committed to funding community-based initiatives and helping community-based organizations to develop capacity where needed. Applicants should describe their organizational capacity (i.e., technical, managerial, and financial) 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). Applicants are encouraged to request this assistance 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 project. For what portion of the project would the subcontractor(s) be responsible? Refer to the Project Narrative, as appropriate.
3. Description and evidence of system/community ties of the applicant and any subcontractors, specifically as they relate to the populations to be served and community where programming will be delivered. Identify any partnerships with other service providers (e.g., community-based organizations, faith-based institutions, schools) and/or city/state agencies relevant to the proposed project and describe the nature of the partnerships.
4. Areas in which training and technical assistance may be needed (e.g., connecting with referral sources, record-keeping/data collection, trauma-informed approaches), and how this assistance will strengthen or augment the applicant's and/or subcontractors' approach and ability to provide the project and services proposed.
5. 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.
6. Attach letters of support/commitment from city agencies, community partners, consultants, subcontractors and/or other funders, as appropriate. A letter of

support/commitment is required from any entity named in the application as a provider of one or more of the three required project elements. 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 and the proposed key staff and subcontractor(s) in providing the work described in *Section VI.B*. Applicants should specifically address or include the items listed below.

1. Explanation of how the applicant and its subcontractor(s)'s current and/or previous work is relevant, and how its knowledge and experience will be leveraged in the planning and implementation of the proposed intervention. Address the applicant's experience serving in a coordination/management role as well as the applicant's experience facilitating collaborative and community-informed projects.
2. Describe the applicant and its subcontractor(s)'s level of familiarity/experience with the focus community.
3. List of key program staff from both the applicant and its subcontractor(s) and the role(s) each will fill. What are the qualifications for staff in each role (including to-be-hired staff, if applicable)? How are key staff supported? To what extent do staff have training and experience in working with individuals from the focus population, including individuals with a history of trauma? To what extent do staff have familiarity with/ties to the focus community? To what extent do staff have training and experience doing the work specific to the three required project elements? What additional training will key staff need to deliver the proposed project?
4. Indicate the length of time the applicant and any subcontractor has a) been in operation and b) provided services relevant to this RFP.
5. Indicate the number of clients that the applicant and any subcontractors have served for similar or comparable services in the previous calendar year, with description of the services provided and any data available describing outcomes.
6. Attach resumes of the key staff who will be providing the work.

F. Project Budget

Applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed reentry and community healing project and the overarching goals of DANY's investment in West Harlem Community Reentry Project. The budget should include a proposed breakdown of funds for planning (phase I) and each year of implementation (phase II).

A sample budget form is included in *Appendix 4*. 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. Project Budget Narrative (3 page maximum)

Applicants should provide a budget narrative for the proposed West Harlem Community Reentry Project 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 project components and activities described in the project narrative and outline any assumptions on which the budget is based.

H. Fiscal Sponsorship Documentation (if applicable)

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

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 Cover Letter (Section VI.A) should not exceed 1 page (double-spaced)
 - The Project Narrative (Section VI.B) should not exceed 15 pages (double-spaced), including any tables and charts. Only the first 15 pages of the Project 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 Project 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 submitted by the deadline and through the required channels will be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined to be non-responsive will be rejected (see *Section VII.C. Minimum Requirements*). An evaluation team, selected by DANY, will evaluate and rate proposals based on the evaluation criteria described below, and make funding recommendations to DANY. DANY and ISLG reserve the right to conduct site visits, conduct interviews, request that applicants make presentations or demonstrations, and/or to request that applicants provide additional materials or documentation as they deem applicable and appropriate. Although discussions may be conducted with applicants submitting acceptable proposals, DANY reserves the right to award contracts on the basis of initial proposals received, without discussions. As such, the applicant's initial proposal should contain its best technical and price terms.

DANY will make all funding decisions. DANY reserves the right to fund zero, one, or multiple applicants, based on the proposals received in response to this RFP. A formal background check to assess technical capacity, financial capacity, and operational integrity will be performed on the applicant and subcontractor(s) selected to receive funding through this RFP.

B. Evaluation Criteria

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

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

C. Minimum Requirements

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

- propose to plan and implement a community healing, reentry, and violence prevention project that includes the following elements: restorative justice, credible messengers, and a capacity-building incubator; and
- propose to serve members of the Manhattanville and Grant Houses and surrounding area, including the individuals directly impacted by the 2014 law enforcement intervention.

Submissions that do not meet these minimum requirements will be disqualified.

D. 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 project plans developed during the planning phase (I).

VIII. Appendices

Appendix 1: Performance Measurement

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

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 that lack capacity for performance monitoring and data collection may indicate a need for technical assistance in this area and 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: Improve social support systems for individuals reentering the Manhattanville and Grant Houses and surrounding community from jail and/or prison	1A. To provide role modeling, support, and guidance to reentering individuals via individualized and group-based mentoring delivered by Credible Messengers.	<i>Measure:</i> Average number of Credible Messenger engagement attempts per individual:	<i>Measure:</i> Number of individuals connected to social support services:	<i>Measure:</i> Percentage of individuals who complete recommended service duration.	Program administrative data
		<i>Year 1, Q1: 3</i>	<i>Year 1, Q1:</i> Individualized Mentoring: 20 Group-based Mentoring: 15	<i>Year 1, Q1:</i> Individualized Mentoring: NA Group-based Mentoring: NA	
		<i>Year 1, Q2: 4</i>	<i>Year 1, Q2:</i> Individualized Mentoring: 25 Group-based Mentoring: 20	<i>Year 1, Q2:</i> Individualized Mentoring: NA Group-based Mentoring: NA	
		<i>Year 1, Q3: 4</i>	<i>Year 1, Q3:</i> Individualized Mentoring: 35 Group-based Mentoring: 30	<i>Year 1, Q3:</i> Individualized Mentoring: 50% Group-based Mentoring: 50%	
		<i>Year 1, Q4: 4</i>	<i>Year 1, Q4:</i> Individualized Mentoring: 40	<i>Year 1, Q4:</i> Individualized Mentoring: 60%	

			Group-based Mentoring: 35	Group-based Mentoring: 60%	
1B. To connect reentering individuals to social services that meet their needs.	<i>Measure:</i> Percentage of individuals who receive a needs assessment by a Credible Messenger	<i>Measure:</i> Percentage of individuals referred to at least one external social service by a Credible Messenger	<i>Measure:</i> Percent of referred individuals who access at least one service referred by their Credible Messenger		Program administrative data; partner provider administrative data.
	<i>Year 1, Q1:</i> 50%	<i>Year 1, Q1:</i> 10%	<i>Year 1, Q1:</i> 60%		
	<i>Year 1, Q2:</i> 55%	<i>Year 1, Q2:</i> 15%	<i>Year 1, Q2:</i> 70%		
	<i>Year 1, Q3:</i> 60%	<i>Year 1, Q3:</i> 20%	<i>Year 1, Q3:</i> 70%		
	<i>Year 1, Q4:</i> 65%	<i>Year 1, Q4:</i> 25%	<i>Year 1, Q4:</i> 80%		
Goal 2: (Add goals/ rows as needed)					

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 West Harlem Community Reentry Project

#	Name	Description	Frequency/Due Date
1	Project Plan	Detailed plan for project roll-out based on research and planning undertaken during Phase 1: Planning.	By end of Planning Phase
2	De-identified, client-level data	Client-level information such as: <ul style="list-style-type: none"> • Date released from incarceration • Date enrolled in program • Client demographics, such as race, gender, and age • Services provided • Length of participation in program 	Quarterly
3	Operational costs status report	Financial reports	Monthly
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 requested by ISLG and/or by external evaluator	Quarterly or twice per year

Appendix 3: Manhattanville and Grant Fact-Sheet

January 2019

In 2014, 103 individuals were arrested in association with the Manhattanville and Grant indictments. The case outcomes of these 103 individuals are as follows:

- 2 had their cases dismissed
- 1 was acquitted
- 2 were released on time served
- 13 were sentenced to probation
- 1 case is awaiting sentencing
- 84 received custodial sentences
 - Sentences ranged from 6 months in city jail to a life sentence, with an average sentence of 3-6 years in state prison

Of the 84 individuals sentenced to jail or prison, 44 have been released from custody. The statuses of those released from custody are as follows:

- 14 have completed their sentence^g
- 5 are on probation^h
- 24 are on paroleⁱ
- 1 has been returned to state custody on a parole violation

Time served for those released from custody ranged from 7 days to 6 years, with an average of about 2.5 years spent in state custody.

As those incarcerated continue to serve out their sentences, more will be released from custody. Expected return dates are as follows:

Exhibit 3: Individuals Returning Home by Expected Release Period

Period of Release	Early Release	Full Sentence
Before Dec. 31, 2019	5	1
Before Dec. 31, 2020	6	6
Before Dec. 31, 2025	6	14
After 2025	0	16
Life	0	3
Total	17	40

^g Three of these individuals have at least one case pending in Manhattan on unrelated charges.

^h Two individuals on probation have pending cases in Manhattan, one with an outstanding bench warrant. Another has been re-arrested and sentenced to pay a fine on unrelated charges.

ⁱ Two individuals on parole have absconded. Three individuals have open cases in Manhattan.

Appendix 4: Sample Budget Form

The budget form in Exhibit 4 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 4. Sample Budget Form

Budget Category	Per unit cost	FTE*	Planning Phase (6 months)	Year 1	Year 2	Year 3	TOTALS
PERSONNEL SERVICES							
Program Director							
Other Program Staff (1)							
Other Program Staff (2)							
Other Program Staff (etc.)							
Total Salaries			\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits (%full time; %part time)**			\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel (Salaries + Fringe)			\$ -	\$ -	\$ -	\$ -	\$ -
OTHER THAN PERSONNEL SERVICES (OTPS)							
Other Than Personnel Expenditures (1)							
Other Than Personnel Expenditures (2)							
Other Than Personnel Expenditures (etc.)							
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Subcontracts (if applicable)							
Subcontract (1)							
Subcontract (2)							
Subcontract (etc.)							
Total Subcontracts			\$ -	\$ -	\$ -	\$ -	\$ -
Total OTPS			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal (Personnel + OTPS)			\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs (%)**			\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL			\$ -	\$ -	\$ -	\$ -	\$ -

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

**Denote the percentage

Appendix 5: References

¹ See for example, NYC Probation. “What is Credible Messaging?” Retrieved from: http://home2.nyc.gov/html/prob/html/messaging/cm_what_is.shtml

² Development Services Group, Inc. 2010. “Restorative Justice.” Literature review. Washington, D.C.: Office of Juvenile Justice and Delinquency Prevention. https://www.ojjdp.gov/mpg/litreviews/Restorative_Justice.pdf

³ 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.

⁴ 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.

⁵ New York District Attorney’s Office (DANY). Information gathered during investigation. Provided by DANY to ISLG on January 3, 2019.

⁶ New York District Attorney’s Office (DANY). Crime Strategies Unit statistics. Provided by DANY to ISLG on January 4, 2018.

⁷ New York District Attorney’s Office (DANY). Information gathered during investigation. Provided by DANY to ISLG on January 3, 2019.

⁸ New York County District Attorney’s Office (DANY). Information gathered by the Crime Strategies Unit. Provided to ISLG on January 3, 2019.

Appendix 6: 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 [number (#)] 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 (with the exception of any such references in paragraph (G) 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 (G) 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 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]
[Address]
Attn:

5. **Execution**

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

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

**DISTRICT ATTORNEY
OF NEW YORK COUNTY**

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

1.01 Scope of Services

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

1.02 Budget

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

1.03 Invoices

A. Timing and Format. Contractor shall submit an invoice, addressed to the Research Foundation, by the 15th of each month for work performed in the preceding month, 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 sixty (60) 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 sixty (60) 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.

1.04 Payment and Release

Contractor shall be paid an amount not to exceed \$[Total Award Amount] 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 E, 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 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.

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—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 (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.

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 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. 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 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.

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 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 (G) 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 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 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; 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>

PART III
APPENDICES

APPENDIX A	SCOPE OF SERVICES
APPENDIX B	BUDGET
APPENDIX C	DATA OBLIGATIONS AND RESPONSIBILITIES
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 A

[CONTRACTOR] SCOPE OF SERVICES

[Name of Program]

APPENDIX B

BUDGET

The below text shall appear as a footnote in the budget document to be attached as Appendix B:

Within the total amount of funding per year per category, Contractor may expend at a level that is up to ten percent (10%) more than the annual funding allocation for that category as long as total spending amounts remain at or below the total annual budget.

An increase in a total budget category amount by more than ten percent (10%), or the addition of a line within a budget category, must be approved by ISLG, and such change shall be recorded as a budget amendment.

Contractor must submit to ISLG an updated budget annually showing all budget changes, regardless of amount, within thirty (30) days before the end of each contract year. If Contractor received an advance, Contractor shall attach a note to the updated budget stating the amount of the advance, when it was made, and the schedule of repayment pursuant to the terms of Appendix A, the Scope of Services.

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 Contract, and/or (ii) non-Personally Identifiable Information (“PII”) regarding individuals who apply for or receive services pursuant to this Contract (collectively “Data”), for purposes of monitoring Contractor’s performance.

B. Except as set forth in paragraph (G) 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 Contract.

D. Contractor will provide Data during the period in which it provides services pursuant to this Contract and will continue to provide Data afterwards, for a period to be determined, not to exceed one (1) year. In addition, for programs that were already providing related services prior to the provision of funding under this Contract, Contractor may be required to provide historical Data for a period of up to two (2) years before the services funded under this Contract 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).

E. 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 Contract; all metrics will relate to the general measurement areas outlined in the RFP.

F. 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.

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

E. **Definitions**

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

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

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

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

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

8. Confidentiality

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

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

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

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

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

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

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

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

APPENDIX E

INSURANCE REQUIREMENTS

Required Policies and Amounts

Workers' Compensation/
Disability Benefits:

In statutory amounts.

Employer's Liability:

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

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

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

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

Automobile Liability
(if applicable):

\$1,000,000

Umbrella/Excess Liability:

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

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

Professional Liability Insurance:

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

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

APPENDIX F
CONTRACTOR'S PROPOSAL

APPENDIX G

RFP

APPENDIX H
SAMPLE INVOICE¹⁰

Reporting Period:						
Category	Approved Budget	Previous Cumulative Expenditures	Expenditures For This Reporting Period	Current Cumulative Expenditures		
Personnel		\$ -		\$ -		
Additional Expenditures		\$ -		\$ -		
Total	\$ -	\$ -	\$ -	\$ -		
<p><i>I certify that the expenses claimed on this invoice are for services rendered or purchases made consistent with the [Program Name] agreement between the Office of the District Attorney of the County of New York and the organization seeking reimbursement for those expenses and that no part of the amount claimed herein has been previously certified and submitted for payment.</i></p>						
[Name and Title of Certifying Officer]				Date		

¹⁰ 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 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.