



District Attorney of
New York County

Criminal Justice Investment Initiative

Request for Proposals for Center for Trauma Innovation

No. 024

Expires 03/20/2020

Table of Contents

| | | |
|-------|---|----|
| I. | Cover Sheet..... | 1 |
| II. | Key Terms..... | 3 |
| III. | Summary of the Request for Proposals | 6 |
| | A. Purpose of this RFP..... | 6 |
| | B. Anticipated Contract Specifications | 8 |
| | C. Anticipated Available Funding..... | 9 |
| | D. Performance Measurement | 9 |
| IV. | Anticipated Scope of Services..... | 10 |
| | A. Background..... | 10 |
| | B. Program Description | 12 |
| V. | Deliverables | 15 |
| VI. | Proposal Content and Format | 16 |
| | A. Cover Letter (1 page maximum)..... | 16 |
| | B. Project Narrative (15 page maximum)..... | 16 |
| | C. Organizational Capacity (8 page maximum) | 18 |
| | D. Experience (8 page maximum) | 19 |
| | E. Performance Monitoring and Evaluation (3 page maximum) | 20 |
| | F. Project Budget..... | 20 |
| | G. Project Budget Narrative (3 page maximum) | 21 |
| | H. Fiscal Sponsorship Documentation (if applicable)..... | 21 |
| | I. Proposal Formatting and Length Requirements | 21 |
| VII. | Proposal Evaluation and Contract Award | 22 |
| | A. Evaluation Procedures | 22 |
| | B. Evaluation Criteria | 23 |
| | C. Minimum Requirements | 23 |
| | D. Basis for Contract Award | 23 |
| VIII. | Appendices | 24 |

Appendix 1: Performance Monitoring and Evaluation24

Appendix 2: Deliverables25

Appendix 3: Provision of Services by Lead Entity and Partner Providers26

Appendix 4: Sample Budget Form28

Appendix 5: Contract Template30

I. Cover Sheet

A. Goal of the RFP

This Request for Proposals (RFP) seeks proposals from qualified applicants to develop and implement a Center for Trauma Innovation (CTI) in northern Manhattan. The goal for the CTI is to address the needs of people exposed to trauma by enhancing and expanding trauma-informed and trauma-specific services and resources. The CTI will focus on communities of color that experience disproportionate rates of violence and have less access to trauma services. The CTI will offer culturally-competent, free, clinical and non-clinical trauma-specific services; provide training and technical assistance to local organizations and city agencies seeking to incorporate or enhance trauma-informed and trauma-specific practices; and establish a Trauma Innovation Learning Community that uplifts the CTI's vision for safety, healing, and equity.

B. Timeline and Submission Instructions

- 1. Release Date of RFP: Thursday, January 23, 2020**
- 2. Questions:** Questions about this RFP may be submitted in writing at <https://cuny-islg.fluidreview.com>. Questions and requests for clarification must be submitted by **11:59 pm EST on Monday, February 10, 2020.**
- Answers to all questions will be available as an addendum to this RFP by **11:59 pm EST on Friday, February 21, 2020.** 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://cjjii.org/category/opportunities>.
- 4. Proposal Due Date:** Proposal submissions are due by **Friday, March 20, 2020 at 11:59 pm EST.** Proposals should be submitted via <https://cuny-islg.fluidreview.com>.
- Failure to submit a proposal by the due date and time may result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
- 6. Anticipated Contract Start Date: Summer 2020**

C. Funding and Number of Awards

DANY anticipates total funding to be up to \$8 million for a single award issued through this RFP, which will support the selected applicant to plan and implement the CTI. The award specifically supports the planning and implementation of the CTI. 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

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

Criminal Justice Investment Initiative (CJII): The New York County District Attorney's Office established CJII in 2014 to invest funds¹ in impactful projects that improve public safety and promote a fair and efficient criminal justice system.

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

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

Center for Trauma Innovation (CTI): This RFP contemplates the Center for Trauma Innovation as an innovative approach to addressing the effects of trauma. The CTI will offer comprehensive, culturally-competent, free services within communities of color that are disproportionately affected by violence; provide training and technical assistance to local organizations seeking to incorporate and/or enhance trauma-informed and trauma-specific interventions in their work; and establish a Trauma Innovation Learning Community that supports a vision for safety, healing, and equity.

Trauma: A disordered psychological or behavioral state resulting from severe mental or emotional distress or physical injury. Individual trauma results from an event, series of events, or set of circumstances experienced by an individual as physically or emotionally harmful or life threatening, and has lasting adverse effects on an individual's functioning and mental, physical, social, emotional, and/or spiritual well-being.²

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

¹ These are asset forfeiture funds, derived from settlements with international banks that violated U.S. sanctions.

² 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.

vulnerability such as disempowerment, dependency, young age, and disability/infirmity.

Intergenerational Trauma: The transmission of primary or secondary trauma across multiple generations (e.g., effects of systemic racism, parental trauma symptomology's effects on a child's experiences).

Community-Based Healing Staff: Community members and/or allies who engage in traditional and non-traditional forms of physical, psychological, and emotional healing grounded in person-centered, holistic practices. They carry credibility and trust within communities that are underrepresented in traditional services.

Community Education: Information, skills, and resources to empower individuals or communities to improve their health, well-being, and other outcomes. Community education is anchored in community organizations and networks rather than in formal systems and organizations. It values the expertise of the community, and is informed by the community itself.

Community Violence: The exposure to intentional acts of interpersonal violence committed in public areas by individuals who are not related to, or known by, the victim.

Healing-Centered: A holistic response to restoring well-being that recognizes the role of culture and identity. A healing-centered approach is based on collective strengths and possibilities, rather than traditional psychopathology, which focuses on clinical treatment of illness.³

Incubator: As part of its TTA efforts, the Center for Trauma Innovation will serve as an incubator for local community-based organizations engaged in healing work in northern Manhattan. The CTI will manage a portfolio of three micro-grants that provide training and technical assistance and capacity-building to these local organizations, with the aim of increasing their capacity to support the CTI's focus population(s).

Intersectionality: The interconnected relationship between social identity categorizations (e.g., gender, race, immigration status) and experiences (e.g., homelessness, criminal justice) as they apply to an individual's identities and/or experiences of marginalization.

Primary Trauma: The emotional distress that results when an individual suffers a traumatic experience firsthand. Community violence and intergenerational trauma can occur as primary trauma.

³ Ginwright, Shawn. "The Future of Healing: Shifting From Trauma Informed Care to Healing Centered Engagement." Retrieved from <https://bit.ly/2xAonyt> on August 20, 2019

Secondary Trauma: The emotional distress that results when an individual is impacted by another person’s firsthand trauma experience.⁴ Community violence and intergenerational trauma can occur as secondary trauma.

Symptomology: A set of characteristic symptoms of a medical condition, including a mental health condition.

Systemic Trauma: The contextual features of environments and institutions that give rise to trauma, maintain it, and have the potential to further affect posttraumatic response. The systemic trauma lens recognizes the ecological role and contribution of families, communities, and cultures to psychological functioning and well-being.

Training and Technical Assistance: The provision of content or methodological expertise to design or enhance new or existing programming, operations, strategy, or other needs, which can take place over short- or long-term periods and through a broad range of approaches.⁵

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

Trauma-Specific Services: Treatment approaches designed specifically to address trauma-related symptoms, trauma-related disorders, and specific disorders of traumatic stress.⁶

Trauma Survivor: Anyone who has experienced trauma or has had a traumatic stress reaction. By avoiding the term “victim,” which has negative connotations and can cause re-traumatization, the term “survivor” reflects a capacity for resilience and healing.⁷

⁴ The National Child Traumatic Stress Network, <http://www.nctsn.org/resources/topics/secondary-traumatic-stress>

⁵ West, Gary R., Clapp, Sheila. P., Averill, E. Megan, & Cates, William, Jr (2012). Defining and assessing evidence for the effectiveness of technical assistance in furthering global health. *Global public health*, 7(9), 915–930. doi: 10.1080/17441692.2012.682075

⁶ Substance Abuse and Mental Health Services Administration. (2014). *Trauma-Informed Care in Behavioral Health Services*. http://www.ncbi.nlm.nih.gov/books/NBK207201/pdf/Bookshelf_NBK207201.pdf

⁷ Ibid.

III. Summary of the Request for Proposals

A. Purpose of this 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 \$8 million is available to establish the Center for Trauma Innovation described in this RFP. DANY previously funded Common Justice to conduct an eight-month CTI planning process, which informed the design of this solicitation.

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

The realities of structural violence and racism have created gross inequities in both the scale and cultural fit of services for survivors from marginalized populations. The victim services field has, for the most part, defaulted to general universal approaches to care for survivors, and the needs of the most impacted populations are addressed with a broad brush, leaving major gaps in service delivery. The CTI aims to close gaps to safety and equity by providing comprehensive, culturally responsive services to people experiencing trauma in New York City, particularly people of color who have been most impacted by street and community violence, including those who do not traditionally seek out victim services, and organizations seeking to incorporate or enhance trauma-specific interventions in their work.

The CTI as envisioned emphasizes leadership from communities that have been harmed and embeds wellness and healing approaches in cultural practices, art-based approaches, and holistic practices, in addition to evidence-based clinical practices. It takes a multifaceted approach that acknowledges that well-being is situated within an ecology of trauma-informed care that includes clients, CTI staff, community-based organizations, system actors, etc. This means addressing the needs of clients, cultivating staff resilience, and supporting and resourcing community-based organizations to thrive. To achieve transformation in behavior and relationship patterns, the CTI recognizes that change can take the forms of greater self-awareness, self-efficacy, and engagement in sustained healing relationships that support and reinforce new goal-setting and the maturation of new healing behavior. The development of a continuum of therapeutic services that meets clients where they are and encourages them to continue their engagement in the CTI is critical to the success of the CTI model.

DANY is interested in funding an entity to implement a northern Manhattan-based CTI to expand and enhance current trauma-informed and trauma-specific capacity. Many trauma survivors sit at the intersection of several different identities—their race, sexuality, gender identity, national origin, immigration status, the experience of incarceration, and more all shape

what services are accessible to them and what best supports their healing. The CTI will address the needs of northern Manhattan communities through a nuanced, intersectional engagement informed by the plurality of survivors' identities. The gaps in trauma-specific and trauma-informed services are particularly wide for the following groups: emerging adults ages 18-27, LGBTQIA+ people, immigrants and non-citizens, and people with criminal justice involvement. Applicants may propose to focus on one or more of these sub-populations within the broader focus population through three work streams:

1. Direct Services
2. Training and Technical Assistance
3. Trauma Innovation Learning Community

Through the Direct Service component, the CTI will provide trauma-specific services for people exposed to primary and secondary trauma. Services should include a range of clinical and non-clinical approaches, including existing, evidence-based interventions and new, innovative methods. Clinical therapeutic services should focus on addressing complex mental health and traumatic symptoms through therapeutic strategies that require specialized training. Administered by a trained clinician, such interventions typically involve intake, service delivery, and discharge. Services may include a range of individual and group therapeutic modalities, as well as medication. Since there is limited research on clinical approaches that support the target population, the CTI should adapt clinical services to the needs of the client and take great care to maintain client relationship and engagement. Non-clinical therapeutic services can be carried out by community-based healing staff (see **Key Terms**) with advanced skills in engaging the target population. This work can also include peer-support programs, crisis management, case management, psychoeducation, collaborative referrals, healing events, web-based healing platforms, and more. The CTI should focus on client engagement, as outreach and relationship-building with the focus populations is at the core of the project's vision. The CTI should seek to build relationships with the target populations through as many access points as possible and pursue creative means to engage people in healing work.

Through the Training and Technical Assistance (TTA) component, the CTI will provide training support to city agencies and community-based organizations to enhance the range and quality of trauma-informed and trauma-specific practice in New York City, provide robust training to its staff, and engage in intentional information sharing within focus communities. A critical part of the work, community education seeks to transfer information, skills, and resources to directly affected people to empower individuals and communities to improve their own health and well-being. Additionally, the CTI will serve as an incubator for existing healers and grassroots healing organizations in northern Manhattan, offering targeted support and micro-grants to expand their reach and capacity to serve the CTI focus population(s). Community-based healing staff will receive support from the CTI to advance community-driven healing work. They will receive training in trauma symptoms and healing strategies that center culturally-informed practices, as well as mini-grants ranging from \$1,000 - \$5,000 to support their work. Additionally, three small grassroots community organizations (defined as organizations with annual budgets of under \$500,000), will receive micro-grants of \$20,000 a year for 3 years and robust TTA from the CTI.

Finally, the CTI will establish a Trauma Innovation Learning Community (Learning Community) to draw on knowledge from experts in the trauma field and to disseminate information from its Direct Service and TTA work (see *Section IV.B* for more detail). The Learning Community will bring together researchers, innovators, practitioners, policymakers, and other experts across sectors dedicated to advancing best practices for intervention and engagement strategies for underrepresented primary and secondary trauma survivors; it will disseminate this information throughout NYC and beyond. In service of its learning community, the CTI may host roundtables, conferences, or community events, for example.

To achieve this vision, the CTI must have a strong community presence and formalized relationships with community members, community-based organizations, and city stakeholders.

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, support individuals in healing from trauma through trauma-informed and trauma-specific services, and reduce further contact with the criminal justice system.

B. Anticipated Contract Specifications

DANY anticipates awarding one contract to implement the Center for Trauma Innovation, which will include distinct planning and implementation funding (phases I and II) and will not exceed 3.5 years, beginning in the summer of 2020. The funded applicant will be required to provide ongoing performance data (see *Appendix 6: Contract Template*) to ISLG and possibly to a third-party evaluator(s), which may be identified in the future. The funded applicant will be required to continue providing performance data for up to one year beyond the period of program funding as part of its contract in order to understand the full impact of CJII funding of the CTI.

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 that are available to fulfill the services specified in this RFP.

Applicants should propose to conduct the work of the CTI by forming a partnership with at least one partner provider. The partnership could be used to: bring expertise in one or more areas (e.g., working with a specific population or administering a particular treatment modality), implement distinct portions of the CTI (e.g., manage the incubator grantees; see *Section IV.B*), or otherwise divide responsibilities to achieve the vision of the CTI. The applicant will hold the primary contract awarded under this RFP and will manage or subcontract with any partner provider(s) to perform the work of the CTI. Only one organization should serve as the applicant and submit the

proposal to DANY on behalf of any proposed partnership/coalition that will plan and implement the CTI. Applicants should describe their proposed management structure and division of responsibilities in the *Provision of Services by Lead Entity and Partner Providers* tool in *Appendix 3*.

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.

Providers that receive funding through this RFP must be willing to work with CJII-funded organizations/programs that serve the focus population(s), such as the [Community Navigators](#), [CJII Youth Opportunity Hubs](#), [Social Enterprises](#), [Reentry Services and Supports](#), and [Increasing Access to Services for Survivors of Crime](#) initiatives (see [CJII.org](#) for information).

C. Anticipated Available Funding

DANY anticipates total funding for the Center for Trauma Innovation to be up to \$8 million for one award for up to 3.5 years of program implementation and capital improvements. Funding will be divided into planning (phase I), which will last up to six months and may include developing and finalizing a program plan, hiring and training core CTI staff, establishing systems and community partnerships (including by forming an advisory board or developing an initial community outreach plan), 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.B*); and implementation (phase II), which will last up to three years and is intended to support full implementation of the project. The maximum funding for the planning phase is \$100,000.

Although 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 plan developed during the planning phase (I).

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.E* and *Appendix I* for more information about performance measurement.)

IV. Anticipated Scope of Services

A. Background

In recent years, there has been a growing focus on the impact of trauma on individuals' well-being and the need to consider this pervasive public health issue in the delivery of behavioral health and other social services. Trauma is a widespread, damaging, and expensive public health problem affecting people of all ages, races, ethnicities, genders, socio-economic levels, and other social strata. It can be broadly defined as an unfavorable emotional response to a negative event or series of events (such as a car accident, a natural disaster, living in a neighborhood with high incidence of violence, or experiencing domestic violence).⁸ The growing field of research on trauma indicates that exposure to a traumatic event is the norm rather than the exception, with more than 70% of adults in the United States experiencing some sort of traumatic event in their lifetime.⁹

One all-too-common form of trauma in the United States is exposure to violence in the home or community. Violence exposure—either direct (as a survivor) or indirect (as a witness or loved one of a survivor)—can be physically and emotionally damaging, particularly for children and youth, who often experience significant, long-term health consequences. Complex trauma, which occurs when an individual experiences multiple traumatic events, has particularly long-lasting impact. Children exposed to chronic violence, for instance, may experience socioemotional challenges (e.g., difficulty with relationships), cognitive difficulties (e.g., trouble concentrating), or even physical health problems (e.g., impaired sensorimotor development) that can last into adulthood.¹⁰

Untreated trauma related to violent events can have direct and indirect implications for public safety. For instance, individuals who have traumatic reactions to violence exposure may underreport those events due to shame, fear of retaliation, or distrust of the criminal justice system, allowing perpetrators of violence to continue engaging in the behavior without

⁸ Substance Abuse and Mental Health Services Administration. SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach. HHS Publication No. (SMA) 14-488. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014

⁹ "How to Manage Trauma." 2012. The National Council for Community Behavioral Healthcare. <http://www.thenationalcouncil.org/wp-content/uploads/2012/11/Trauma-Infographic-Print.pdf>.

¹⁰ "Children's Services Practice Notes." 2012. The N.C. Division of Social Services and the Family and Children's Resource Program. Vol. 17, No.2. Cook, A., Spinazzola, P., Ford, J., Lanktree, C., Blaustein, M., Cloitre, M., et al. (2005). Complex trauma in children and adolescents. *Psychiatric Annals*, 35(5), 390-398. <http://www.practicenotes.org/v17n2.htm>.

consequences.¹¹ Moreover, many perpetrators of violence were themselves victimized or exposed to violence earlier in life; in other words, exposure to violence can itself perpetuate a cycle of violence. Further research indicates that, although trauma and violence affect people of all races, ages, and social strata, young people of color are at disproportionate risk for trauma exposure (e.g., due to family violence, physical and sexual abuse, community violence), which is often rooted in and compounded by larger issues of inequity and poverty.¹² A substantial body of research points to a link between surviving or witnessing abuse and subsequent arrest and incarceration, suggesting that untreated trauma can lead to involvement in the criminal justice system and the perpetuation of violence.¹³ The proportion of incarcerated adults with a prior history of violence exposure is significant: a recent study examining the prevalence of posttraumatic stress disorder among people in prison found that nearly half of men had experienced some sort of physical trauma prior to incarceration.¹⁴

Despite the prevalence of trauma exposure, many survivors do not access formal support. Across the United States, studies have found marked differences in lifetime risks of PTSD and treatment-seeking for PTSD symptoms among racial and ethnic groups. When PTSD affects minority groups, it is often untreated, indicating a need for investment in accessible and culturally sensitive treatment options.¹⁵ Intersecting marginalized identities further complicate the mental health treatment landscape. For example, LGBTQIA+ individuals experience higher rates of violence compared with heterosexual and cisgender peers, and risk of violence exposure increases for both undocumented and racial minority LGBTQIA+ people.¹⁶

¹¹ Langton, Lynn, Berzofsky, Marcus, Krebs, Christopher, & Smiley-McDonald. Hope, August 2012. Victimization not reported to the police, 2006-2010. Washington, DC: Bureau of Justice Statistics. Ofstehage, Andrew, A. Gandhi, J. Sholk, A. Radday, & C. Stanzler. September 2011. Empowering victims of domestic violence. Social Issue Report: September 2011.

¹² American Psychological Association. 2008. "Children and Trauma." 2008 Presidential Task Force on Posttraumatic Stress Disorder and Trauma in Children and Adolescents. <http://www.apa.org/pi/families/resources/children-trauma-update.aspx>. Sered, Danielle. December 2014. Young men of color and the other side of harm: Addressing disparities in our response to violence." Vera Institute of Justice. <http://www.vera.org/sites/default/files/resources/downloads/young-men-color-disparities-responses-violence.pdf>.

¹³ Widom, Cathy S. 1989. Child abuse, neglect, and violent criminal behavior. *Criminology*, 27(2), 251-271. Wolff, Nancy, J. Shi, & J. Siegel. 2009. Patterns of victimization among male and female inmates: Evidence of an enduring legacy. *Violence and Victims*, 24(4), 469-484.

¹⁴ Wolff, Nancy & J. Shi. 2012. Childhood and adult trauma experiences of incarcerated persons and their relationship to adult behavioral health problems and treatment. *International Journal of Environmental Research and Public Health*, 9(5), 1908-1926.

¹⁵ Roberts, A L et al. Race/ethnic differences in exposure to traumatic events, development of post-traumatic stress disorder, and treatment-seeking for post-traumatic stress disorder in the United States. *Psychological medicine* vol. 41,1 (2011): 71-83. doi:10.1017/S0033291710000401.

¹⁶ "Mental Health Disparities: LGBTQ." American Psychiatric Association. <https://www.psychiatry.org/File%20Library/Psychiatrists/Cultural-Competency/Mental-Health-Disparities/Mental-Health-Facts-for-LGBTQ.pdf> Accessed 12 August 2019.

Effective treatments that mitigate the damaging effects of trauma must be tailored and promoted to underserved populations.¹⁷ More than 25 trauma-specific approaches have been identified as effective in helping individuals address trauma across a diverse array of trauma types (e.g., natural disasters, rape, child abuse, exposure to violence) and service populations (e.g., veterans, refugees, police officers, incarcerated youth).¹⁸ Additionally, “trauma-informed care,”¹⁹ as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA), understands the widespread impact of trauma; recognizes the signs and symptoms of trauma in clients; integrates best practices related to trauma into policies, procedures, and practices; and takes intentional action to prevent re-traumatization.²⁰ Trauma-informed care infuses key trauma principles into the organizational culture of public institutions and service providers.²¹

The CJII strategic planning process revealed that New York City has numerous trauma-informed and trauma-specific service providers, but several factors limit their accessibility. For instance, trauma-specific care providers often focus on populations with exposure to interpersonal, acute, or physical traumas, leaving a gap in services and treatment options for persons exposed to secondary trauma. Existing services and interventions largely focus on addressing specific survivor groups (e.g., survivors of domestic violence or child abuse) and many people who need trauma-specific services do not meet the eligibility requirements. Some interventions that focus on providing services to specific populations (e.g., juvenile justice-involved youth) fail to consider cultural barriers (e.g., beliefs and attitudes towards mental health services, mistrust of medical and mental health providers), which can create obstacles to reporting and managing symptoms. This limitation of the mental health field disproportionately affects communities of color. Additionally, barriers such as limited financial resources and lack of health insurance also prevents access to trauma-informed and trauma-specific care.

B. Program Description

This RFP seeks proposals from eligible applicants to plan and implement the Center for Trauma Innovation.

¹⁷ Moroz, Kathleen J. 2005. The effects of psychological trauma on children and adolescents. Vermont Agency of Human Services, Department of Health, Division of Mental Health Child, Adolescent and Family Unit. http://mentalhealth.vermont.gov/sites/dmh/files/report/cafu/DMH-CAFU_Psychological_Trauma_Moroz.pdf.

¹⁸ California Evidence-Based Clearinghouse. 2017. <http://www.cebc4cw.org/>; National Child Traumatic Stress Network. 2017. <http://www.nctsn.org/>.

¹⁹ The term “trauma-informed care” is referred to variably as “trauma-informed approach” in practice (SAMHSA, 2014).

²⁰ 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.

²¹ Ibid.

- 1. Eligible Applicants:** Applicants may be for-profit, nonprofit, or governmental entities. Applicants will serve as the lead entity and, through partnership with one or more entities, administer the required components of the CTI to enhance and expand trauma-specific services. 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. However, applicants should have the staff, relationships, and resources necessary to implement their proposed vision for the CTI or should demonstrate the ability to acquire and develop them in a timely manner upon being awarded funding through this RFP. Although this initiative is funded through the CJII, applicants are not required to have specific experience in criminal or juvenile justice to be eligible for funding.
- 2. Partnership and Collaboration:** The proposed project must include a lead entity (i.e., lead applicant) and at least one partner provider identified in the applicant’s proposal. The lead entity is responsible for developing and administering—in a collaborative manner and informed by its partner(s) and members of the community—a cohesive intervention, identifying and supporting coordination and collaboration across the required project components. Applicants should describe the division of responsibilities in the narrative and in the *Provision of Services by Lead Entity and Partner Providers* worksheet in *Appendix 3*. The lead entity should collaborate with appropriate system partners (e.g., NYPD, DANY, NYCHA, ACS, DOP, DOHMH) and community partners (e.g., service providers, faith-based organizations, resident associations) in the planning and implementation of the project. As part of its collaboration with system and community partners, the CTI will convene an advisory board—to consist of members identified by the CTI and DANY—during the planning phase and at regular intervals throughout the implementation phase.
- 3. Project Elements:** The proposed project must include, but may not be limited to, the following elements:

 - The Service Delivery component of the CTI will provide holistic, strengths-based traditional and non-traditional outreach, engagement, and healing-centered treatment to reach the CTI’s focus populations, as described below:
 - *Outreach:* The CTI will develop and implement a participatory outreach strategy that identifies community leaders and grassroots healers, builds strong community relationships, and develops a feedback process that allows the community and CTI to effectively reach the focus population(s). This strategy may include direct response to violent or potentially traumatic incidents in the focus community.
 - *Service Types and Approaches:* Healing from trauma requires an individualized approach. The CTI will provide a variety of service options, including short- and long-term, individual and group-based, and clinical and non-clinical interventions, such as: Somatic Experiencing, Narrative

Exposure Therapy, Trauma-Focused Cognitive Behavioral Therapy, Eye Movement Desensitization and Reprocessing (EMDR), group counseling/therapeutic interventions, art therapy, and dance/movement, psychoeducation, facilitated discussions, physical activities (yoga, boxing, aerobics), art activities (photography, painting, music), community gardening, case management, leadership training, and more. This is not an exhaustive list, and this solicitation encourages creativity. The CTI should both utilize evidence-based interventions and test innovative strategies to address the needs of the focus population.

- *Screening and Intake:* The CTI will deploy flexible but intentional approaches to screening and intake. For instance, initial intake may take place as an informal conversation rather than as a typical, structured form. The CTI may also consider incorporating standardized screening tools such as the Screening Tool for Awareness & Release of Trauma (START)²² assessment tool.
- The Training and Technical Assistance arm of the CTI will engage with four primary audiences: 1) CTI staff, 2) community members, 3) local community-based organizations and city agencies, and 4) Community-based healing staff and CTI incubator organizations. TTA activities should include:
 - Robust staff training (as well as volunteers, interns, and/or expert sub-contractors, if applicable),
 - Awareness-building efforts directed at affected community members, community leaders, and civic organizations around the impact of violence and trauma, as well as healing opportunities,
 - Formal and informal community-based training utilizing nimble and creative approaches, such as providing a trauma workshop to a group of neighbors,
 - Workshops and more intensive training opportunities for human service and government agencies to expand their capacity to serve the CTI's focus population(s),
 - An incubator that will provide funding (micro-grants), oversight, and training and technical assistance to existing community-based organizations engaged in healing work in northern Manhattan. The CTI will identify through an application/selection process (ideally to be conducted during the planning phase) a cohort of 3 existing local organizations to each receive micro-grants of up to \$20,000 per year over three years. The CTI will administer the funding to the community-based organizations selected to participate in the incubator, ensuring appropriate expenditure of micro-grants. The CTI will also develop and provide (directly or via expert consultants) training opportunities to members of

²² Ashley, L., Rich, J., Marks, A., Corbin, T., and Roman, D. Screening Tool for Awareness & Relief of Trauma (START): A practical application of Trauma-Informed Care. Access: START2Heal.org.

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.

- A Trauma Innovation Learning Community will widely share new approaches developed through the CTI's direct service work. The Learning Community will create a network of national experts who will disseminate best practices for engaging underserved communities in trauma services. Learning Community activities may include a multi-faceted communications strategy (e.g., webinars, newsletters, chat forums) and in-person stakeholder gatherings.

C. Focus Populations and Geography

The CTI will focus on reaching residents of northern Manhattan who have experienced trauma, particularly those from communities of color who have been affected by violence and have not connected to healing services. The CTI should also create tailored outreach and service strategies for one or more of the following sub-populations: emerging adults aged 18-27, LGBTQIA+, immigrants/non-citizens, and justice-involved or formerly incarcerated people.

The CTI will be physically located in northern Manhattan, in a space to be identified by the grantee. The CTI's primary space is expected to house the CTI's executive staff, training center, and some or all direct services. The physical design should be safe, welcoming, and trauma-informed (e.g., open spaces, natural lighting). In addition to office space, the CTI may include counseling rooms, group and meeting rooms, space for activities, a training center, etc. The CTI's hours should account for the needs of the community and facilitate accessibility. The CTI may also provide some services through mobile and/or community-based location(s), such as a mobile unit (e.g., a van), and/or satellite or pop-up locations.

V. Deliverables

The contractor must submit regular deliverables throughout the duration of the term of the contract awarded from this RFP. Please note that deliverables, frequency, and dates are subject to negotiation. (See *Appendix 2* for examples of possible deliverables.)

VI. Proposal Content and Format

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

A. Cover Letter (1 page maximum)

The cover letter should briefly summarize the proposed approach for the Center for Trauma Innovation, indicate the amount and length of planning funding and implementation funding, and other basic information (e.g., location, contact information) about the applicant. The cover letter should be signed and dated by an authorized representative of the applicant.

B. Project Narrative (15 page maximum)

The proposal should describe in detail how the applicant will provide the services set forth below. All applicants should address the components below as they relate to the vision for a Center for Trauma Innovation described in this RFP.

1. Operations

- a. *Location and facility:* Applicants should describe the northern Manhattan-based physical space where the CTI will be headquartered, including its potential location and attributes. How will the space be used to provide programming and training? If proposed operations require securing new space and/or engaging in capital buildout, applicants should present specifications for such a plan. If applicable, describe the mobile and/or community-based strategy that may be deployed by the CTI. How will technology be incorporated into the CTI's physical location and community-based strategy?
- b. *Staffing:* Describe the proposed staffing structure for each of the three CTI components: Service Delivery, TTA, and Learning Community. How will the CTI consider cultural competency in its hiring practices?

2. Direct Service

- a. *Focus population(s) and volume served:* Applicants should describe the population(s) that the CTI will serve. Applicants should propose the total number of clients they plan to serve through the CTI, broken down by year and by the general service categories proposed (e.g., clinical services, non-clinical services, outreach).
- b. *Outreach and engagement:* What is the outreach plan to engage the target population(s) for direct service? What innovative approaches will the CTI employ to break down cultural barriers to accessing mental health services? What are anticipated challenges to engaging clients, and how do you plan to address those

challenges? How will the CTI use participatory strategies to develop the engagement approach? What is the screening and intake process for CTI services? How is this process evidence-based or evidence-informed, while simultaneously promoting accessibility?

- c. *Service interventions*: Describe the healing modalities that the CTI will utilize. What are the non-clinical services to be offered by the CTI? How will the CTI use these services to promote healing and/or support clinical outcomes? What are the evidence-based, clinical interventions proposed? How will the CTI work to develop new or innovative interventions, and what gaps will they attempt to address? Describe the process the CTI will deploy to further refine clinical and non-clinical service offerings during planning and implementation.
 - d. *Cultural responsiveness*: Applicants should discuss the extent to which services will be appropriately tailored to the focus population, including with respect to race/ethnicity, gender, age/developmental life stage, and other characteristics or intersectional identities. How will the physical space(s) operated by the CTI be designed to reflect the community it serves? Applicants should describe how the CTI will use participatory strategies to develop its services. How will the CTI ensure accessibility to persons with barriers such as physical disabilities, limited English proficiency, etc.?
- 3. Training and Technical Assistance**: Describe how the CTI will provide TTA to the following groups.
- a. *CTI staff*: Describe the training strategy for CTI staff, as well as interns, volunteers, or expert sub-contractors, if applicable.
 - b. *NYC human services organizations and city agencies*: Identify the types of CBOs and city agencies the CTI will target for TTA. Describe the activities and structure of the TTA offerings. Please consider including letters of support from agencies interested in the CTI's TTA services.
 - c. *Focus community*: Describe the CTI's community education strategy. What pedagogies will be used? How will the community education approach accommodate individuals with diverse backgrounds and learning preferences (e.g., English language learners, deaf/Deaf/HoH individuals, individuals with learning disabilities or limited literacy skills)? How will the CTI leverage partners to engage residents of northern Manhattan and gain trust with communities?
 - d. *Community-based healing staff and incubator organizations*: Describe how the CTI will select and onboard community-based healing staff. How will the CTI determine and manage stipend payments? How will Community-based healing staff be incorporated into the broader vision for the CTI? Describe how the CTI will manage an incubator that provides micro-grants to three grassroots CBOs. Describe the application and selection process, as well as the grants management strategy. Describe the types of organizations the CTI will target for participation and eligibility requirements. Describe the TTA strategy for the CBOs within the incubator, including areas for training and capacity building and modalities for

delivering training.

4. **Learning Community:** How will the CTI support a learning community for stakeholders in the trauma field nationally? Describe a process for disseminating information, which may include webinars, convenings, conferences, op-eds, reports, and white papers.
5. **Timeline:** Provide a timeline that outlines the major milestones of the planning and implementation phases. The timeline should stipulate key staff responsible for each milestone and denote milestone completion by month (for the planning phase) or quarter (for the implementation phase).
6. **Sustainability:** Applicants should consider sustainability in planning and implementation of the proposed project. What steps will the CTI take to facilitate sustainability following the end of grant funding? How could portions of the CTI's work be self-sustaining, e.g., through revenue-generating TTA opportunities? 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. Organizational Capacity (8 page maximum)

CJII is committed to funding community-based initiatives and helping community-based organizations develop capacity where needed. Applicants should describe their organizational capacity (i.e., technical, managerial, and financial) to perform the work set forth in *Section IV.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 the CTI; CJII may be able 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 carry out the CTI, including all staff, volunteers, community partners, sub-contracted experts, facilities, technology (if applicable), and the role of each. The proposal should also provide a description of each staff line, including expected responsibilities and qualifications.
2. Organizational Chart and Supervision Plan: The chart should clearly indicate reporting structures. The supervision plan should describe how staff will be supervised in completing the work of the CTI. The supervision plan should minimally address:
 - a. administrative and clinical supervision for staff,
 - b. support for interns, volunteers and/or expert sub-contractors, if applicable, and
 - c. community-based healing staff.
3. Community-Based Healing Staff: Describe how the CTI will identify community leaders and grassroots community organizations to serve as community-based healing staff. What qualities will the CTI use to identify these individuals? What role will they play in the

CTI's planning, implementation, outreach, trauma-informed and trauma-specific service delivery, and TTA?

4. Basic information about any subcontractors (if applicable), including a description of their role in the proposed planning process and project implementation. For what portion of the work would the subcontractor(s) be responsible? Refer back to the Project Narrative, as appropriate. Please use the *Provision of Services by Lead Entity and Partner Providers* tool in *Appendix 3* to outline the division of responsibilities among the CTI subcontractors and any other formal partners.
5. 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.
6. Attach a copy of the applicant's latest audit report or certified financial statement, or a statement as to why no report or statement is available.
7. Attach letters of support/commitment from city agencies, community partners, consultants, subcontracts and/or other funders, as appropriate. A letter of support/commitment is required from any entity named in the application as a subcontractor. Letters should be addressed to DANY and submitted as a single file in the CJII Application Portal.

D. Experience (8 page maximum)

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

1. Explain how the applicant's and any subcontractor(s)' current and/or previous work is relevant to the proposed project, and how this knowledge and experience will be leveraged in the planning and implementation of the Center for Trauma Innovation.
2. Describe the applicant and its subcontractor(s)'s level of familiarity/experience with the focus population and sub-population(s) included in this proposal.
3. Indicate the length of time the applicant and any subcontractor(s) have a) been in operation and b) provided services relevant to this RFP.
4. Indicate specific expertise in managing subcontractors and/or capacity-building initiatives, including fiscal oversight of subcontractors or other partners.
5. Indicate specific experience and/or expertise in building capacity among small organizations, including experience in micro-grant making.
6. List key program staff and the role(s) each will fill. What are the qualifications for staff in each role (including to-be-hired staff, if applicable)? How are staff supported? To what extent do staff have training and experience with best practice research, data analysis, strategic planning, and program design? To what extent do staff have training and

experience in working with individuals with a history of trauma, particularly from the focus population and proposed sub-population(s)? To what extent do staff have familiarity with/ties to the northern Manhattan focus community?

7. Attach resumes of the key staff who will be providing the work.

E. Performance Monitoring and Evaluation (3 page maximum)

The Manhattan District Attorney's Office is committed to measuring performance and evaluating the effectiveness of CJII initiatives so that others can learn from and build on those initiatives. The CTI proposal should include resources to understand the effectiveness of the CTI's work, particularly with respect to new or innovative approaches and its TTA program.

As part of the application, applicants should address the following:

1. Describe how the CTI will evaluate the efficacy of its work across all areas of its direct service work. Describe an iterative process for incorporating lessons learned into the ongoing development of the CTI's work. What methods will the CTI use in this work?
2. Describe how the CTI will assess the effectiveness of its TTA work. What methods will the CTI use to solicit feedback, and how will this information inform future TTA?
3. Propose sample indicators to measure ongoing CTI performance. Measures can be at the process, output, outcome, objective, or goal level, and could focus on such factors as volume of CTI activities, characteristics of participants, short-term outcomes of participants, and other areas central to the CTI's work. For example, measures related to the goal of improving trauma symptomology could include:
 - a. Goal: Reduced symptoms of trauma among participants
 - b. Objective: Improved scores on PTSD assessment tool at follow-up relative to baseline
 - c. Process: Number of individuals screened for participation; number of screened individuals who become participants; characteristics of participants related to trauma history
 - d. Output: Number of participants who receive each type of trauma-specific service
 - e. Outcome: Number of participants who successfully complete program
4. Describe resources that will support the CTI's monitoring and evaluation, including personnel and non-personnel resources.
5. Outline challenges associated with monitoring and evaluation (e.g., lack of expertise or software) and the way the applicant plans to address them.

Applicants that lack capacity for monitoring and evaluation may indicate a need for technical assistance in this area and may be offered assistance by ISLG to comply with this funding requirement.

F. Project Budget

Applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed Center for Trauma Innovation and the overarching goals of DANY's Criminal Justice Investment Initiative. The budget should include a proposed breakdown of funds for planning (phase I), each year of implementation (phase II), and any capital costs.

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 CTI 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:

- Cover Letter (*Section VI.A*) should not exceed one page (double-spaced). Only the first page of the Cover Letter will be read and scored by the evaluation team.
- The Project Narrative (*Section VI.B*) should not exceed 15 pages (double-spaced), including any tables and charts. Only the first 15 pages of the Program Narrative will be read and scored by the evaluation team.
- The Organization Capacity Section (*VI.C*) should not exceed eight pages (double-spaced), excluding letters of support/commitment, the *Provision of Services by Lead Entity and Partner Providers* tool, and audit report/certified financial statement. Only the first eight pages will be read and scored by the evaluation team.
- The Experience Section (*VI.D*) should not exceed eight pages (double-spaced), excluding resumes of key staff. Only the first eight pages will be read and scored by the evaluation team.
- The Performance Monitoring and Evaluation *Section (VI.E)* should not exceed three pages (double-spaced), including any tables. Only the first three pages will be read and scored by the evaluation team.
- The Project Budget Narrative Section (*VI.G*) should not exceed three pages (double-spaced). Only the first three 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 submitted proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

All proposals submitted by the deadline and through the required submission process 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*). An evaluation team 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, alongside other goals/priorities of CJII and the initiative described in this RFP, will be used to identify the winning proposal:

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

C. Minimum Requirements

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

- Propose to plan and implement a CTI that seeks to address the impact of trauma among populations that do not typically access services for trauma, through trauma-informed and trauma-specific participatory outreach, clinical, and nonclinical programming;
- Propose to plan and implement a training and technical assistance (TTA) program that offers TTA to staff, community members, a capacity-building incubator, and a wider learning community, in order to improve trauma-related services in NYC and nationally.

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*). 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 Monitoring and Evaluation

The Manhattan District Attorney's Office is committed to measuring performance and evaluating the effectiveness of CJII initiatives so that others can learn from and build on those initiatives. As part of the application, applicants should address the following:

1. Describe how the CTI will evaluate the effectiveness of its work across all areas of its direct service work. Describe an iterative process for incorporating lessons learned into the ongoing development of the CTI's work. What methods will the CTI use in this work?
2. Describe how the CTI will assess the effectiveness of its TTA work. What methods will the CTI use to solicit feedback, and how will this information inform future TTA?
3. Propose sample indicators to measure ongoing CTI performance. Measures can be at the process, output, outcome, objective, or goal level, and could focus on such factors as volume of CTI activities, characteristics of participants, short-term outcomes of participants, and other areas central to the CTI's work. For example, measures related to the goal of improving trauma symptomology could include:
 - a. Goal: Reduced symptoms of trauma among participants
 - b. Objective: Improved scores on PTSD assessment tool at follow-up relative to baseline
 - c. Process: Number of individuals screened for participation; number of screened individuals who become participants; characteristics of participants related to trauma history
 - d. Output: Number of participants who receive each type of trauma-specific service
 - e. Outcome: Average change in score on PTSD assessment tool
4. Describe resources that will support the CTI's monitoring and evaluation, including personnel and non-personnel resources.
5. Outline challenges associated with monitoring and evaluation (e.g., lack of expertise or software) and the way the applicant plans to address them.

Applicants that lack capacity for monitoring and evaluation may indicate a need for technical assistance in this area and may be offered assistance by ISLG to comply with this funding requirement.

Appendix 2: Deliverables

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

Exhibit 1: Deliverables for Center for Trauma Innovation

| # | Name | Description | Frequency/Due Date |
|---|---|---|-----------------------------|
| 1 | Project Status Report | Report on planning activities conducted to date, any challenges to proposed planning work, and status of solutions. | Quarterly |
| 2 | Project Costs Status Report | Financial reports | Monthly |
| 3 | De-identified, client-level data | Client-level information such as: <ul style="list-style-type: none"> • Date enrolled in program • Client demographics, such as race, gender, and age • Services provided • Length of participation in program | Quarterly |
| 4 | Outcome data | Data on various outcomes as requested by ISLG and/or by external evaluator | Quarterly or twice per year |
| 5 | Center for Trauma Innovation Operational Plan | Draft plan detailing the proposed operations of the Center for Trauma Innovation | End of Planning |
| 6 | Center for Trauma Innovation Annual Report | Report on the full year's operations including volume served, services provided, new services developed, TTA offered, lessons learned, and other key developments or outcomes | Annual |

Appendix 3: Provision of Services by Lead Entity and Partner Providers

Applicants should complete this form and append it to their application. Applicants may also speak to information in this form in the narrative section of the application, as appropriate.

Exhibit 2: Core CTI Service Responsibility Tool

| Service: (Add items as applicable) | Responsibility: Lead Applicant? (Yes/No) | Responsibility: Partner Provider (list) and/or Will Not be Provided | Location: CTI headquarters, mobile/ community based, etc. (List all that apply) |
|--|---|--|--|
| Community Outreach | | | |
| Community Education | | | |
| Intake | | | |
| Screening & Assessment | | | |
| Case Management | | | |
| Group Counseling | | | |
| Individual Counseling | | | |
| Other Clinical Support | | | |
| Arts Activities | | | |
| Physical Activities | | | |
| Healing Circles | | | |
| Community-Based Healing Staff/ Community/Peer Engagement Models | | | |
| General Administration | | | |
| Training & Technical Assistance | | | |
| Incubator/micro-grant administrator | | | |

| | | | |
|---|--|--|--|
| Learning Community Facilitation/ Administration | | | |
| Monitoring and Evaluation | | | |
| Communications | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Appendix 4: Sample Budget Form

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

Exhibit 3. Sample Budget Form

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

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

Appendix 5: 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. The Contract will commence on [DATE] (the “Commencement Date”), and run for [number (#)] years from that date.
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.
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.

7. 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):
be

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 INVOICE²³

| 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 | |

²³ Contractor shall be paid in the manner set forth in the Scope of Services, Appendix A, for all services and all other items and deliverables satisfactorily provided.

APPENDIX I
EQUAL EMPLOYMENT OPPORTUNITY

A. This Contract is subject to the requirements of City Executive Order No. 50 (1980) (“E.O. 50”), as revised, and the rules set forth at 66 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.