

FY 2013 Contract Documents Checklist

For FY 2013 Discretionary Contract package(s), the following documents are required. These documents (or links to them) are available on the [DYCD website](#). All signatures must be in **BLUE INK**.

Please Note: There are NEW Contract Documents for FY 2013 – please do not use any previous years' contract documents and please be sure you are completing the correct documents for your contract.

THREE (3) ORIGINALS:

- Signature Page of the FY13 Discretionary Contract (signed) **Please Note:** You will need to make copies
- Notary Page of the FY13 Discretionary Contract (notarized) **Please Note:** You will need to make copies
- Affirmation Page of the FY13 Discretionary Contract (Signed) **Please Note:** The Affirmation can be found on page 46 of the Appendix A – once completed, insert all three (3) copies in the contract after the Notary pages.
- Board listing (signed and notarized)

ONE (1) ORIGINAL:

- [Budget](#), including all required attachments as needed (see budget instructions). Please note that the budget is not included in this package and must be completed by clicking on the [link](#).
 - Consultant Agreement Forms (If Applicable)
 - Subcontract Agreement Forms (If Applicable)
 - Consultant/ Subcontractor Approval Form
- Exhibit A-1 - Work Scope and Program Summary
- Letter of Authorization and Board Resolution (Package contains sample, originals need to be on organizational letterhead, signed and notarized)
- Prequalification Status Certificate of No Change: If your organization has previously been Prequalified, you must return an original of this Certificate affirming that no material changes in programming or key staff have occurred since the last submission of the Prequalification/Recertification Application. If material changes in programming or key staff have occurred since the last submission, a full description of said changes must be attached and submitted with the Certificate.
- Conflict of Interest Disclosure Certification
- Disclosure & Compliance Certification
- Training Attendance Certification
- Certificate on Client Abuse/Neglect
- Doing Business Data Form
- Contracts over \$5,000 need to supply the most recent audit
- Certificate of Liability Insurance: The language required by NYC and DYCD on the Certificate can be found in the sample on the Discretionary web page. If you have not contracted with DYCD before, an original certificate must also be supplied directly emailed by your insurance carrier to ierenburg@dycd.nyc.gov.
- Broker's Certification (completed, signed and notarized): Located on page 47 of Appendix A. Please submit with the Certificate of Liability Insurance.

PLEASE NOTE THE FOLLOWING:

- Your organization must be registered with the New York State Attorney General’s Charities Bureau and be current with filings or provide an Exemption Form (Form must be signed & notarized).
- Your organization must be entered and validated in the [Payee Information Portal](#).
- If this is your first time doing business with the City, and you are receiving less than \$10,000, you must supply two (2) reference letters (One programmatic, one financial).
- All signatures must be in **BLUE INK**.

If you have any questions or would like to schedule an appointment, please contact us at discretionary@dycd.nyc.gov.

THIS AGREEMENT (“Agreement”) dated _____, 20__ between the CITY OF NEW YORK (“City”) acting by and through its Department of Youth and Community Development (“Department”), having an office located at 156 William Street, New York, New York 10038, and _____ (“Contractor”) a [not-for-profit][for-profit] corporation having its principal office located at _____.

WHEREAS, Contractor is a community-based not-for-profit organization or other public service organization; and

WHEREAS, Contractor relies on funding from various sources in order to support its operations; and

WHEREAS, the City Council has, pursuant to Section 1-02(e) of the Procurement Policy Board Rules, appropriated Discretionary Funds to be applied for the enhancement of the services Contractor provides; and

WHEREAS, Contractor is ready, willing and able to use these Discretionary Funds to enhance its services.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. “Board of Directors” or “Board” means the board of directors, board of trustees or a similar body vested with the duty and responsibility for management and oversight of Contractor's affairs as they relate to its performance under this Agreement.

B. “Budget” shall mean the line-item costs and/or the performance based measures or fee-for-service rate schedule attached hereto as Exhibit A-2.

C. “City” shall mean The City of New York.

D. “Commissioner” or “Agency Head” shall mean the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

E. “Comptroller” shall mean the Comptroller of the City of New York.

F. “Contractor” shall mean the entity entering into this Agreement with the Department.

G. "Department" shall mean the City agency that has entered into this Agreement.

H. “Fiscal Agent" shall mean an entity (if any) retained by the Department, or retained by the Contractor at the direction of the Department, to issue payments to third parties on behalf of the Contractor or otherwise to assist the Contractor in the administration of its financial affairs.

I. “Fiscal Manual” shall mean a set of instructions provided by the Department to the Contractor documenting the applicable policies and procedures of the Department for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement and payroll, as may be amended by the Department. The Fiscal Manual is incorporated by reference and may be found online at www.nyc.gov/dycd. The Fiscal Manual is not intended to amend the material terms of this agreement with respect to either the Scope of Work, or the terms and conditions of this document or Appendix A.

J. “Law” or “Laws” shall mean the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. “State” shall mean the State of New York.

ARTICLE II — TERM OF AGREEMENT

Section 2.01 Term. The term of this Agreement begins on July 1, 2012 for a period of one (1) year through June 30, 2013.

Section 2.02 Renewal. The Department, in its sole discretion, may renew this Agreement zero (0) times for a period of zero (0) years for each renewal. The Department, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Agreement after the exercise of all of the options to renew shall not exceed one (1) year. All renewals shall be on substantially the same terms and conditions contained in the Agreement. Any renewal will not be effective unless and until the renewal is registered pursuant to New York City Charter §328. The Department shall renew this Agreement by giving written notice to the Contractor prior to the expiration date of this Agreement and prior to the expiration date of any renewal option. The Department will endeavor to give the Contractor notice ninety (90) days prior to renewal. Failure to give notice at least 90 days prior to renewal shall not impair the Department’s right to exercise its option to renew and shall not invalidate an option exercised by the Department.

Section 2.03 Future funding. Since the period of performance contemplated by this Agreement involves performance by the Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of funds for such subsequent City fiscal year(s). Contractor also understands that the Department is under no obligation to continue its funding after the expiration of the term of this Agreement.

ARTICLE III — SCOPE OF WORK AND BUDGET

Section 3.01 Scope of work.

A. **Services and Activities.** Contractor shall provide the services and activities in program areas or programs listed and described in the Designated Program Services Workslope attached hereto as Exhibit A-1.

B. **Healthy food environment.** The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, in addition to the services set forth in Exhibit A-1, the Contractor shall make best efforts to distribute to any staff members providing services to program participants under the Agreement and to program participants funded in whole or in part by this Contract, any healthy food promotional materials provided to the Contractor by the Department.

C. **New York City Food Standards.** This paragraph applies only if this Agreement includes a requirement that the Contractor supply food to program participants as a material part of the client services funded by the Department. The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, the Contractor shall provide a healthy food environment in connection with the client services provided under this Agreement by complying with the New York City Agency Food Standards, attached hereto as Exhibit D, with regard to the provision of food to program participants under this Agreement, including compliance with the New York City Food Standards for beverage vending and food vending machines (<http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml>) for any vending machines to which program participants are granted access.

Section 3.02 Budget. Contractor shall provide such services and activities in accordance with the Budget. Contractor may request modifications to the Budget in the manner prescribed in the Fiscal Manual.

Section 3.03 Payment. The Department shall pay the Contractor for all the services provided under the Agreement on a cost reimbursement basis, in accordance with a line item budget approved by the Department and made a part hereof as Exhibit A-2 “Designated Program Services Budget” and the Fiscal Manual, a maximum annual amount not to exceed \$_____. This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a duly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

Section 3.04 Cost allocating and duplication.

A. **Duplication.** Contractor represents and warrants that the work to be performed under this Agreement shall in no way duplicate any work performed under other agreements between the City and Contractor, nor under any agreement with any other governmental funding source, except upon the express written permission of the Department. Costs attributable to the program and not paid for by the City are not duplication (e.g. program enhancements, unreimbursed portions of staff salaries) but are subject to the cost allocation provisions set forth below. Noncompliance with this Section shall constitute a material breach of this Agreement.

B. **Cost allocation plan.** Contractor shall accurately and equitably allocate costs which are attributable to the operation of two or more programs among such programs, or which are costs attributable to two or more governmental funding sources, by a method which represents the benefit of such costs to each program or funding source. The Contractor shall upon commencement of services or as soon thereafter as practicable develop and deliver to the Department a cost allocation plan for the Department 's approval.

C. No cost allocation plan shall be approved by the Department unless such a plan:

1. Relates to allowable costs as defined in applicable laws, regulations and policies of the federal, State and City governments;
2. Relates to costs necessary for the Contractor's performance pursuant to this Agreement;
3. Fairly and accurately reflects the actual allocable share of such cost with respect to this Agreement;
4. Is developed in accordance with generally accepted accounting principles; and
5. Is accompanied by such supporting documentation as the Department deems necessary to evaluate the plan.

D. A cost allocation plan approved by the Department may be modified with the written approval of the Department.

E. Notwithstanding any provision in this Section to the contrary, the Department further reserves the right to withhold any payments to the Contractor for allocated costs in the event that the Department determines that the cost allocation plan is unsatisfactory in whole or in part, or determines that such allocated costs have been incorrectly determined, are not allowable, or are not properly allocable pursuant to this Agreement and or approved cost allocation plan.

Section 3.05 Cost Of living increases. Where the Contractor's industry has experienced an increase in costs (*e.g.*, salary, wage or fringe benefit cost of living increases, a change in the prevailing or living wage, a renegotiated collective bargaining agreement, an industry-wide increase in the Producer Price Index ("PPI" for fuel or energy) that exceeds the Budget, and the Office of Management and Budget ("OM) or another independent agency has determined in writing that additional funds will be made available to a City agency for the class of contracts pursuant to which the Contractor provides the same or substantially similar services, then the Department shall reimburse the Contractor for such increases in costs to the extent that such increases have been authorized by the City for contracts within such class of contracts and to the extent that funds are appropriated for such purposes. Any cost of living increase will not be effective unless and until an amendment to the contract is registered pursuant to New York City Charter §328.

ARTICLE IV — FISCAL PROCEDURES

Section 4.01 Cooperation and compliance. Contractor hereby agrees to fully cooperate and comply with the Fiscal Manual on all fiscal matters related to this Agreement.

Section 4.02 Accounts

A. Contractor shall establish and maintain one or more separate accounts for the funds obtained from or through the City of New York related to this and all other agreements with the City, and shall maintain records for such account to track and clearly identify the funds obligated through this Agreement.

B. Contractor shall notify the Department of the name, locations and account numbers of all bank accounts in which any funds pursuant to this Agreement are maintained, and of any change in the name, location, or account numbers of such accounts within five (5) days of such establishment or change. Such bank shall have a branch located in New York City unless otherwise approved by the Department.

C. Contractor shall notify the Department of the names, titles, and business addresses of such persons authorized by the Contractor to receive, handle or disburse monies under this Agreement, including the company name and company address where such persons are not employees of the Contractor. Such notification must be in writing and furnished to the Department within five (5) days from the execution of this Agreement, and within five (5) days from any subsequent change or substitution of authorized signatories.

Section 4.03 Advance. The amount of any advance to be paid to Contractor under this Agreement shall be determined solely by the Department in accordance with its Fiscal Manual and any applicable Comptroller directives. The funds shall be used exclusively for the payment of expenditures and obligations authorized by and properly incurred pursuant to the Budget.

Section 4.04 Financial records, reporting and invoicing. Contractor shall submit financial reports and invoices to the Department in accordance with the terms of the Fiscal Manual. Any supporting documents required to be maintained by this Agreement or the Fiscal Manual shall be made available for inspection and reproduction by the Department, the City Comptroller, and such other persons as authorized by the Department, including the Inspector General for the Department and the Department of Investigation. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of this Agreement.

Section 4.05 Procurement requirements.

A. **Procurement records.** Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts and documentation for any payments, expenditures or refunds made to or received by Contractor in connection with this Agreement. Contractor may maintain a petty cash fund in accordance with the Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of \$1,000. Contractor shall make all procurement expenditures in excess of \$1,000 by check or credit card.

B. **Extent of competition required.** Contractor shall retain records which detail the method of procurement, the basis for selection or rejection of a contractor, consultant or supplier and the basis for the contract price. If federal or State Laws require procurement methods other than those set forth herein, then Contractor shall also comply with such procurement methods.

1. Contractor must solicit and document at least three (3) written estimates for any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of \$25,000. The monetary threshold applies to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
2. For any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts between \$5,000 and \$25,000, Contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. The monetary thresholds apply to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
3. The City may retain the services of a Group Purchasing Organization (GPO) to facilitate the purchase of supplies or other items. If the City retains such a GPO, the Department may direct Contractor to utilize the services of such GPO. If the Contractor is directed by the Department to use the GPO or if the Contractor becomes a member of and makes purchases through the GPO retained by the City with or without the City's direction, Paragraph B shall not apply to those purchases and the procurement requirements will be satisfied through the use of the GPO.

C. Equipment. If so directed by the Department, title to all equipment or other property purchased at a price in excess of \$5,000 with funds obtained through this Agreement shall be in the name of the City of New York. Contractor shall properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such equipment in the manner provided in the Fiscal Manual or as otherwise directed by the Department, and shall maintain detailed records concerning such dispositions. At the Department's request, Contractor must execute a UCC-1 to evidence the Department's interest in equipment purchased at a price in excess of \$25,000 and to enable the Department to perfect that interest by filing or otherwise.

D. M/WBE suppliers. Contractor is encouraged to utilize businesses and individual proprietors listed on the NYC Online Directory of Certified MWBE Businesses, available at www.nyc.gov/sbs, as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

E. Disputes with suppliers. Contractor, without recourse to the City or the Department, shall be responsible for the settlement and satisfaction of all contractual obligations and administrative issues arising out of any procurement or leasing contracts paid with funds obtained through this Agreement.

Section 4.06 Limitation on use of funds.

A. Proper purposes. No funds obtained through this Agreement shall be spent for any expense not incurred in accordance with the terms of the Agreement. All such funds shall be administered in accordance with the Fiscal Manual.

B. Real property. No funds obtained through this Agreement shall be spent for the purchase of any interest in or improvement of real property, unless included in the Budget or otherwise authorized in writing by the Department.

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

Section 4.07 Recoupment of disallowances, improperly incurred costs and overpayments.

The Department may, at its option, either require the Contractor to reimburse the Department or withhold for the purposes of set-off any monies due to Contractor under this Agreement 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 with regard to this Agreement or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Agreement. Prior to the imposition of withholding for the purposes of set-off, the Department will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

Section 4.08 Failure to spend funds. In the event that 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, the Department reserves the right, in its discretion, to recoup any funds advanced and not spent. If Contractor fails to spend funds in the budget, the Department reserves the discretion to reduce the budget going forward to account for the expected future level of expenditures.

Section 4.09 Provisions Applicable When Fiscal Agent Disburses Funds To Contractors

A. Payment by Fiscal Agent. Where the Department has retained a Fiscal Agent to make payments to third parties on behalf of Contractor, then the Contractor is obligated to use the Fiscal Agent to make payment to third parties at the Department's direction, including for the purchase of such goods, supplies, services and/or equipment made by Contractor under this Agreement. Where the Department directs that Contractor utilize a Fiscal Agent, Contractor shall not pay any obligations on its own behalf except to the extent specifically allowed by this Agreement and the Department's Fiscal Manual.

B. Payroll processing by Fiscal Agent. In the event that a Fiscal Agent is processing the Contractor's payroll, Contractor shall deliver to the Fiscal Agent signed and dated time and attendance records for each staff member and consultant to be paid under this Agreement, in the form required and delivered at the time required by the Fiscal Agent and the Department's Fiscal Manual. Subject to the Department's approval, the Fiscal Agent shall prepare the payroll checks and supporting materials based on the documents submitted.

C. Fiscal Agent documentation. Upon reasonable request and approval by the Department, Contractor shall have the right to inspect any fiscal documents relating to this Agreement as may be maintained by a Fiscal Agent, if applicable. Contractor may request from the Department copies of any or all the following documents relating to the funds to be provided hereunder, with said documents to be furnished by the Fiscal Agent, subject to the Department's approval, within a reasonable time of the request: monthly budget and expenditure reports; budgets and budget modifications; and audit reports, where available.

ARTICLE V — RECORDS, DELIVERABLES, AUDITS AND REPORTS

Section 5.01 Records to be maintained. In addition to any other records required to be maintained and/or provided for inspection pursuant to this Agreement, Contractor shall maintain and make available to the Department for inspection, upon reasonable request, the following documents: tax returns; audit reports; all programmatic records and accounts maintained in connection with this Agreement, including program, research and other reports and publications prepared in connection with this Agreement; all financial books, records and accounts reflecting payments made by Contractor for petty cash expenditures in connection with this Agreement; all applicable licenses and permits; Board member lists and all minutes and attendance sheets (dated and signed) for meetings of the Board of Directors and any of its committees responsible for the oversight of the program(s) funded under this Agreement; certificate of incorporation and by-laws; all other contracts related to providing services under this Agreement, to which Contractor is a party and the contract terms coincide, in whole or in part, with the term of this Agreement; and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Contractor shall permit the Department and its authorized representatives including the Department's Inspector General, the Comptroller of the City of New York, the New York City Department of Investigation, or their designees, or other interested federal, State or City agency representatives, to attend all meetings of the Board of Directors and to be present at the program site(s) to observe the work and activities being performed in connection with this Agreement.

Section 5.02 Deliverables and reports. Contractor shall submit the deliverables and periodic reports required by this Agreement, in accordance with the Workslope 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 the Department.

Section 5.03 Audit disclaimers. If any audit of Contractor's records shall include a Disclaimer of Opinion relating to any contract with the Department or other funding sources, said Disclaimer shall be ground for termination of this Agreement.

Section 5.04 Federal audit requirements. If applicable, the Contractor shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Organizations," and shall provide such audit to the Department within thirty (30) days after its receipt of the final audit by the Contractor from the preparing accountant.

Section 5.05 State charities registration and audit requirements. If the Contractor is required by New York State law to register with and make annual filings to the Charities Bureau of the New York State Department of Law, timely compliance with such requirements shall be deemed a material term of

this Agreement. Contractor shall make available to the Department all such filings, including any audit and/or financial report required to be submitted with such filings, within thirty (30) days of receiving such final audit or financial report from its preparer, and in no event later than ten (10) days following the filing of such audit or financial report with the Charities Bureau.

Section 5.06 Additional audit and financial reporting requirements.

A. If any Contractor is exempt from making annual filings to the Charities Bureau of the New York State Department of Law, the Contractor will, at direction of City, provide the City with annual disclosure reports equivalent to those filings that Contractor would have filed with the State had they been required to file. As of the effective date of this Agreement, the requirements are as follows:

1. Contractors with gross revenues between \$100,000 and \$250,000 in any fiscal year shall file an annual financial statement with the Department, which includes an independent certified public accountant’s review report in accordance with the “statement on standards for accounting and review services” issued by the American Institute of Certified Public Accountants. The financial statement shall be prepared in conformance with generally accepted accounting principles (GAAP), including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations.

2. Contractors with gross revenues in excess of \$250,000 shall file with the Department an annual audit report by an independent certified public accountant. Said audit report shall contain an opinion, signed by such certified public accountant that the financial statements are presented fairly in all material respects and in conformity with GAAP, including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations, and that the financial sheet and balance sheet present fairly the financial operations and position of the organization. The financial report must be signed by the president or other authorized officer and the chief fiscal officer under penalties of perjury that the statements are true and correct to the best of their knowledge.

B. Contractors receiving funds pursuant to this Agreement in excess of \$1,000,000 will, at direction of City, provide to the Department an audit report from an independent certified public accountant containing an opinion that the Contractor has appropriately allocated costs in accordance with the terms of the Agreement, including that the costs have not been improperly double-charged between multiple City and/or State contracts or between multiple governmental funding sources. The Contractor may satisfy this requirement by including the appropriate analysis in any audits required pursuant to Section 5.04 or 5.05.

C. The Contractor must submit all required audit and financial reports under this Section to the Department within thirty (30) days after receipt of the final audit from its accountant, but in any event no later than twelve (12) months after close of the audit period, or such longer period as determined by the Department. The audit and financial reports shall comply with the applicable provisions in the Fiscal Manual throughout the term of this Agreement, including terms mandating the audit period and frequency of such audits and reports.

D. The Department may in its sole discretion conduct its own programmatic or financial audits of the Contractor.

ARTICLE VI — PERSONNEL PRACTICES AND RECORDS

Section 6.01 Definition of employee. The term "employee" as used in this Article shall be limited to salaried personnel and shall include neither consultants under contract to the Contractor to provide specified services nor participants in the program who are being paid as trainees.

Section 6.02 Compensation of key employees and Board of Directors.

A. Key employee list. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a list of its key employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this Agreement. For each listed employee, Contractor shall provide the current total compensation (including all benefits), all sources of the employee's total compensation, whether from this contract or another City, State, Federal or private source, and the dollar amount of compensation from each such source.

B. Vacancies. Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer and/or Chief Operating Officer, and/or the senior programmatic supervisory personnel or the functional equivalent of such positions.

C. Board compensation. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a listing of all members of its Board of Directors and identify any of its members who receive compensation in any form, including but not limited to salary, stipend, per diem payments and/or payments for services rendered, from the Contractor or its affiliates, together with the amount of any such compensation, regardless of the source of its payment, and a description of its purpose.

Section 6.03 Collective bargaining. Contractor acknowledges that neither the City nor the Department is responsible or shall be liable for any obligations contained in any agreement into which Contractor or a representatives of Contractor has entered concerning the collective bargaining rights or benefits of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable Laws governing the use of funds in connection with union activities.

Section 6.04 Recruitment and hiring of staff.

A. Maintenance of skilled staff. Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Workslope and perform necessary administrative functions throughout the term of this Agreement, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation

of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the Program; and implementation of any corrective actions required by the Department.

Background checks.

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

2. The Contractor shall comply with Article 23-A of the New York State Correction Law and Section 296(15) and (16) of the New York State Executive Law when considering an applicant's prior criminal convictions in determining their suitability for employment. In accordance with Article 23-A, nothing in this Agreement shall be construed to limit a Contractor's authority to withdraw conditional offers of employment for any lawful reason, including the determination that the candidate has a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public.

3. With respect to any employment governed by Article 23-A of the Correction Law or Section 296 of the New York State Executive Law, except where the Contractor obtains prior written approval from the Department, the Contractor shall not ask questions regarding an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications on any preliminary employment application documents or ask questions about an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications before or during the first interview with the applicant.

4. Consistent with the requirements of Executive Law §296(15) and (16), following the first interview, the Contractor may ask applicants to disclose their prior criminal convictions and any arrests or criminal accusations that are pending and have not been terminated in favor of the applicant. Agencies shall limit their review and consideration of an applicant's criminal convictions to (i) an individual's felony convictions in the state of New York or in any other jurisdiction; (ii) an individual's unsealed misdemeanor convictions in the state of New York or in any other jurisdiction; and (iii) any pending charges against the applicant. Consistent with State law, past arrests not leading to a criminal conviction shall not be considered. (Please note that, pursuant to Section 380.1 of the Family Court Act, juvenile delinquency adjudications are not criminal convictions. Also, pursuant to Section 720.35(1) of the Criminal Procedure Law, a youthful offender adjudication is not a criminal conviction.) In addition, the Contractor may request a waiver from the Department of any provision of this Section and be permitted to ask relevant questions pertaining to the qualifications to hold a specific position, upon demonstrating the need for such waiver.

5. Notwithstanding any other provision of this Section, if the Contractor is hiring for positions requiring licensure, including positions such as interns and apprentices for such licensed positions (e.g. prospective attorneys), the Contractor may ask applicants the same questions asked by the licensing body, in accordance with New York State law. In addition, if the Contractor is hiring for positions where certain convictions or violations are a bar to employment in that position under Law, the Contractor may ask questions about those convictions or violations.

6. Where practicable, the Contractor shall provide for the review by a supervisor of a decision not to hire based on prior criminal convictions.

C. Drug-free workplace.

1. Contractor shall conspicuously post at any facility at which activities funded in whole or in part through this Agreement occur, a statement notifying all staff that the manufacture, distribution, dispensing, unauthorized possession, and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition (the “Drug-Free Workplace Policy”). Contractor shall provide a copy of the Drug-Free Workplace Policy to each staff member as part of his or her initial employment orientation with Contractor, and shall inform such staff member that compliance with the terms of the Drug-Free Workplace Policy is a mandatory condition of employment or retention of employment. Contractor shall provide the Department with a written certification that its Facility complies with the Drug-Free Workplace Policy prior to commencement of services funded through this Agreement.

2. Contractor shall provide an on-going drug-free awareness program to inform all staff about the dangers of drug abuse in the workplace; the Contractor’s enforcement of its Drug-Free Workplace Policy; the availability of drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon staff and clients or participants for violating the Drug-Free Workplace Policy.

3. Contractor shall require staff members to notify Contractor in writing of his/her arrest or conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such arrest or conviction. Contractor shall thereafter notify the Department within ten (10) calendar days of Contractor’s receipt of the above-described notice of conviction from a staff member or of the date Contractor otherwise received actual notice of such conviction.

4. Contractor shall take one of the following actions within thirty (30) calendar days of receiving notice of such a conviction with respect to any staff member so convicted: (a) appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such convicted staff member both to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency, and to make a good faith effort to continue to abide by the Drug-Free Workplace Policy.

ARTICLE VII — PROGRAM FACILITY

Section 7.01 Suitability. Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Agreement, 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 Agreement.

Section 7.02 Signage. Upon request by the Department, and consistent with applicable Laws and applicable lease and license requirements, Contractor will prominently display signs inside and

outside the facility(ies) used for the program indicating such information as the program name, its sponsorship by the Department, the program activity and the days and hours of operation. In addition, Contractor shall prominently display inside the facility(ies) all signs, provided by the Department, if any, advising of any of the Contractor's obligations with regard to Equal Employment Opportunity laws.

Section 7.03 Security and emergency plan.

A. Prior to the commencement of services under this Agreement, Contractor shall adopt, implement, and instruct staff regarding a written plan to provide for the safety and security of clients, participants, staff, and the Contractor's facility, including procedures to follow during emergencies. Contractor shall maintain a current file of emergency contacts for each client and participant, which shall include the names, addresses, telephone numbers, and locations where such contacts can be reached. A security plan applying to all of Contractor's operations rather than specifically to the City-funded operations shall be sufficient to comply with the terms of this requirement. The Contractor shall cooperate with the City during any emergency affecting the Contractor's services and/or facilities.

B. In the event that a State of Emergency (SOE) is declared by the Mayor of the City, the City may suspend Contractor's normal operations until further notice. No damages shall be assessed for suspension of normal services during this time. All other terms and conditions of this Agreement shall remain in effect, except as modified by a contract amendment registered pursuant to Charter §328 or other appropriate contract action. The Contractor may, at the request of and in a manner determined by the Department, assist the Department in carrying out emergency procedures during a State of Emergency. Emergency procedures shall remain in effect until the Mayor has determined that the SOE has expired. In consideration thereof, the City agrees to indemnify the Contractor against all claims by third parties arising out of the actions of its employees during the SOE that are directed by the City and not otherwise required to be performed under this Agreement, except for those arising out of the employees' gross negligence or intentional misconduct.

ARTICLE VIII — CENTRAL INSURANCE PROGRAM

Section 8.01 Availability. If offered to Contractor by the Department, participation in the City-sponsored Central Insurance Program (CIP) plan shall satisfy Contractor's responsibility to obtain any of the types of insurance provided under such CIP plan. The Department may facilitate the provision of this insurance plan as a convenience for Contractor and for the protection of the City. Provision of these plans through the Department is in no way an admission by the Department or the City of liability for acts, omissions or negligence of Contractor or its employees.

Section 8.02 Cancellation. The Department reserves the right to cancel or modify any CIP plan offered to Contractor as it deems advisable, and at such time as it deems advisable, in its sole discretion. In such event, or in the event of cancellation by the insurers, the Department will promptly notify Contractor. Contractor must maintain all required insurance at all times during the term of this Agreement either through participation in the CIP plan or through insurance obtained separately by the Contractor.

Section 8.03 Notification concerning occurrence of incidents. If Contractor is enrolled in the CIP plan, upon the occurrence of any injury to any client/participant, employee, volunteer, officer, visitor, or any other person, in conjunction with the services funded in whole or in part through this Agreement,

and/or of any damage to the facility or any damage to or theft of equipment purchased with funds paid under this Agreement, Contractor shall provide telephone notice to the Department within twenty-four (24) hours of the incident, followed by a written report on the approved Incident Report Form to be delivered to the Department within three (3) business days.

ARTICLE IX — REPRESENTATIONS AND COVENANTS OF CONTRACTOR

Section 9.01 Eligibility. Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document (e.g., the request for proposals) under which it proposed for and was awarded this Agreement. Any material change in the eligibility compliance information supplied in Contractor's contract proposal must be reported to the Department within a reasonable time thereof. Failure to do so will be deemed a material breach of this Agreement and could result in termination of this Agreement.

Section 9.02 Program services.

A. Except where expressly set forth in the Scope of Work and approved by the Department, Contractor represents and warrants that eligibility for admission to the services funded through this Agreement 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.

B. Contractor further represents and warrants that no clients or participants 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 Agreement, except as required by law or unless a waiver of this provision is approved in writing by the Department. Waivers may be considered under the following conditions: (i) Contractor's total costs for the Services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor's fees for Services and/or the arrangements made to include those participants unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impede participation by members of the community to be served by the services.

Section 9.03 Allegations of abuse or maltreatment. Contractor will notify the Department within twenty-four (24) hours of promptly 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, the Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by the 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 the Department within 24 hours of determining that reasonable cause exists, followed by a written report, to be delivered to the Department within three (3) business days. Compliance with this

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

ARTICLE X — MISCELLANEOUS

Section 10.01 Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify or add to the interpretation or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

Section 10.02 Order of priority. During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- Standard Human Services Agreement (this document);
- Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical and Human Client Services);
- Exhibit A-1 (Designated Program Services Workslope);
- Exhibit A-2 (Designated Program Services Budget);
- Exhibit B (Conflict of Interest Disclosure and Compliance Certification Form);
- Exhibit C (Lobbying Certification Form);
- Exhibit D (New York City Agency Food Standards); and
- Fiscal Manual.

ARTICLE XI— SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE

Section 11.01 Availability of supportive services and technical assistance. At its sole discretion, the City may provide, either directly or through its designee, technical assistance to Contractor in such areas as: (1) program planning, development, coordination and dissemination of information; (2) preparation of reports and materials required by the City and/or other governmental entities with jurisdiction over Contractor's activities relating to the operation of services funded through this Agreement; (3) compliance with applicable Laws, guidelines and administrative memoranda; and/or (4) issues or matters affecting Contractor's performance under this Agreement.

Section 11.02 Training. At its sole discretion, the City may provide, either directly or through its designee, training/technical assistance to Contractor's employees and Board members, relating to the management and operation of the program funded through this Agreement. If training and/or technical assistance is made available, Contractor must commit appropriate employees and board members to attend/participate at training sessions, as instructed by the City or its designee. Failure to do so may negatively affect Contractor's performance rating, which could in turn lead to termination of this Agreement.

Section 11.03 Capacity Building and Oversight (CBO) Review for not-for-profit Contractors. If requested by the Department, the Contractor must complete the Mayor's Office of Contract Services (MOCS) Capacity Building and Oversight (CBO) Review process. As part of that

process, the Contractor must submit specified documents to the CBO unit of MOCS, which then conducts an evaluation of the Contractor and its operations for compliance with the terms of its contracts, its own by-laws, internal fiscal controls, applicable laws and regulations, and best practices in not-for-profit organization administration. The specified documents may include, but are not limited to, the Contractor's Internal Revenue Service (“IRS”) determination of tax exemption, the most recent IRS Form 990 filing; the most recent audited financial statement (including the auditor's letter to the management), the functional budget for the current fiscal year in the format approved by the Board of Directors, an organizational chart identifying key staff by title, a copy of the most recently-approved Board Minutes, the by-laws of the corporation, a roster of the membership of the Board of Directors and a list of Board committees, the Contractor's current policies and procedures as adopted, and any other organizational documents, whether or not they are specifically required to be maintained pursuant to this contract or applicable laws and regulations. In the course of the CBO review process, MOCS may make recommendations to the Contractor, request the Contractor to take certain remedial actions and/or to implement certain policy changes. Any such recommendations, and the Contractor's responses thereto, will be provided to the Department for its consideration and any appropriate actions under this contract.

Section 11.04 Disclaimer. The technical assistance and training that the Department, in its sole discretion, may provide to Contractor shall not be construed to be a condition precedent to Contractor's obligation to provide the services funded through this Agreement in accordance with the Workscope.

ARTICLE XII – APPENDIX A

Section 12.01 Appendix A. The attached Appendix A, “General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services” is incorporated and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

**City of New York Acting By and
Through Its Department of
Youth and Community Development**

BY: _____

Michael Owh
General Counsel

Date

Contractor

BY: _____

Authorized Agent

Name (*Print*)

Title (*Print*)

Fed. Employer I.D. No. or Soc. Sec. No.

Date

Approved as to Form and
Certified as to Legal Authority

Acting Corporation Counsel

Department Contract Number

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this ____ day of _____ 20 ____, before me personally came Michael Owh, to me known and known to me to be the General Counsel of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he acknowledged to me that he executed the same for the purpose therein mentioned.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of _____ County of _____ ss:

On this ____ day of _____ 20 ____ before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds.

**CONTINUITY OF OPERATIONS PLAN RIDER: TO BE USED FOR THOSE PROGRAMS
WHERE CONTINUATION OF SERVICES IN THE IMMEDIATE AFTERMATH OF AN
EMERGENCY IS ESSENTIAL FOR PUBLIC HEALTH OR SAFETY**

Prior to the commencement of services under this Agreement, Contractor shall submit for the Department's review and approval a written Continuity of Operations Plan (COOP) for its business which indicates its ability to continue the provision of essential services to the Department in the event that a State of Emergency is declared by the Mayor. The vendor should seek guidance from the Department on how to develop a COOP plan. A COOP plan includes, but is not limited to: the identification of an alternate site of business; appointment of alternate personnel for identified essential staff; development of protocols for the safekeeping of vital business records; and, a transportation contingency plan for its employees.

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

EXHIBIT A-1

DESIGNATED PROGRAM SERVICES WORKSCOPE

Requirements for All Designated Program Services

1. If legal services to immigrants on matters of adjusting status are included in the Designated Program Services:
 - a. Contractor must either:
 - i. have a person licensed to practice law in the State of New York who, within the past five (5) years, has acquired a minimum of two (2) years of legal experience in immigration law ("Attorney"), who may be either employed or retained as a consultant by Contractor, and who shall review and sign each application before it is filed and supervise the work of any non-attorney assigned to legal matters; or
 - ii. have a status of official recognition from the Board of Immigration Appeals ("BIA") for the agency, as well as have staff who are BIA-accredited and oversee the completion of, and sign each application before filing.
 - b. Any Attorney or BIA-accredited staff responsible for completing, reviewing and signing the applications must have the opportunity to meet with each applicant during the process to address any issue(s) which might adversely affect the application.
 - c. Professional Liability Insurance shall be maintained by the Contractor or retained Attorney in the amount of at least one million dollars (\$1,000,000) per claim.
 - i. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or of anyone employed by the Contractor.
 - ii. Contractor shall provide to the Department, at the time of the request for approval of this Agreement or any Attorney retainer agreement, evidence of such Professional Liability Insurance on forms acceptable to the Department.
 - iii. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, Contractor or retained Attorney shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.
2. Designated Program Services reimbursed under this Agreement shall be of good quality, shall maximize the effectiveness of the Discretionary Funds awarded to them, and shall not be funded from any other public or private source.
3. Designated Program Services and the facility(s) in which they are provided shall have received, and shall maintain for the Term, all applicable certifications, licenses, permits, and governmental approvals.
4. Eligibility for or participation in Designated Program Services shall not be restricted on the basis of race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation.
5. Designated Program Services shall not be targeted to specialized populations based on race, creed, color, national origin, religion, sex, age, disability, marital status, or sexual orientation without written authorization by the Department to do so.
6. Designated Program Services delivered in public or private schools:
 - a. shall not be restricted to students who attend the school or their families;
 - b. shall be publicly advertised in a manner calculated to invite participation on a non-discriminatory basis by students and families in the community;
 - c. shall be limited to out-of-school time activities or other proper public purposes; and
 - d. shall be provided only at times other than the regularly scheduled school day.
7. Incidents shall be reported as follows:
 - a. Contractor will notify the Department of any injury to any participant, employee, volunteer, officer, visitor, or any other person which occurs in connection with the Designated Program Services and of any

damage to the program site or any damage to or theft of equipment purchased with Discretionary Funds. Telephone notification must be given to the Department within twenty-four (24) hours of the incident, followed by a written report on the Department's Incident Report Form delivered to the Department within three (3) working days.

- b. Contractor will notify the Department of any incident or allegation of abuse of a participant by any of Contractor's staff, paid or volunteer. The term "abuse" here means any physical, sexual, emotional, or verbal abuse, or any other maltreatment of a program participant. This notification must be made by telephone to the Department immediately upon discovery, followed by a written report on the Department's Incident Report Form within three (3) working days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment. For the Agreements providing Runaway and Homeless Youth ("RHY") Services, the Contractor must comply with any statutory or regulatory obligations to report child abuse and maltreatment to the New York State Central Register of Child Abuse and Maltreatment, including but not limited to those mandated by Section 413 of New York State Social Service Law.
8. If the Designated Program Services provided are RHY Services:
- a. As used in the Agreements providing RHY Services, the following terms will have the meanings set forth below:
 - i. "ACS" means the City Administration for Children's Services.
 - ii. "ADA" means the federal Americans with Disabilities Act.
 - iii. "Basic Services," at the Drop-In Centers, means services provided by the Contractor that include but are not limited to the elements set forth in Section e.i.(1)-(4), below.
 - iv. "Case Management" at the Crisis Shelters and TIL Programs, defined below, means case management as defined in 9 NYCRR § 182-1.2(f); and at the Drop-In Centers means case management as defined in 9 NYCRR §182-1.2(f), provided to a member of the Target Population, defined below, by the Community Connections Coordinator, defined below, for a period of at least ninety (90) days.
 - v. "Community Connections Coordinator," at the Drop-In Centers, means a member of the Staff, defined below, stationed at the Facility, defined below, working under the supervision of the Program director, whose responsibilities include:
 - (1) Helping youth and families to access appropriate services and resources in their neighborhoods.
 - (2) Providing intensive Case Management, counseling, and assistance designed to prevent homelessness among at-risk youth and encouraging precariously-housed and homeless young people, to the greatest extent possible, to return to their homes.
 - (3) Establishing vital linkages with local resources, particularly those relating to education and career development such as schools, other RHY service providers, and City agencies, including the Borough Service Cabinet in the borough where the Program Services, defined below, are being performed.
 - vi. "DOHMH" means the City Department of Health and Mental Hygiene.
 - vii. "DHS" means the City Department of Homeless Services.
 - viii. "DJJ" means the City Department of Juvenile Justice.
 - ix. "DOE" means the City Department of Education.
 - x. "DOP" means the City Department of Probation.
 - xi. "DYCD Fiscal Manual" means the *Fiscal Manual for Community Based Organizations*, as amended or revised during the term, issued by DYCD.
 - xii. "Facilit(y)(ies)" means the site(s), identified in the Workslope herein at which Program Services are provided.
 - xiii. "LGBTQ" means lesbian, gay, bisexual, transgender, and questioning.
 - xiv. "NYPD" means the New York City Police Department.
 - xv. "OCFS" means the New York State ("State") Office of Children and Family Services.
 - xvi. "Program Services" means all of the activities, operations, and services conducted by Contractor in its performance of the Program.

- xvii. "Resident," at the RHY Crisis Shelters and TILs, defined below, means a resident of the Crisis Shelter or TIL, as applicable, for whom Program Services are provided.
 - xviii. "Respite Services" means respite care and services as defined in 18 NYCRR § 435.2(d).
 - xix. "RHY Crisis Shelter" means a short-term residential facility operating pursuant to OCFS certification; providing Residents with housing for up to thirty (30) days (with a possible thirty (30)-day extension, in accordance with RHY Regulations, defined below, and upon request to DYCD).
 - xx. "RHY Regulations" means State RHY regulations 9 NYCRR §182-1 et seq. and 9 NYCRR §182-2 et seq. relating to various aspects of programs for RHY including but not limited to, program protocols, facilities, staff qualifications and staff training; a copy of which has been posted on the DYCD website at www.nyc.gov/dycd under the heading "Runaway and Homeless Youth" and at the link "Information for Providers".
 - xxi. "Service Vehicles", at Street Outreach Services Programs, means vehicles used to conduct street outreach to members of the Target Population, defined below, and provide Program Services.
 - xxii. "Staff" means all persons, whether paid or volunteer, engaged by Contractor to provide Program Services.
 - xxiii. "Target Population" means:
 - (1) at Drop-In Centers, both RHY under age twenty-five (25); and youth under age twenty-five (25) at risk of becoming runaway or homeless and their families throughout the City;
 - (2) at RHY Crisis Shelters, all youth under age twenty-one (21) who are in crisis and in need of shelter;
 - (3) at TILs, defined below, all homeless youth ages sixteen (16) to twenty (20) years and their dependent children, who have been assessed and referred by a DYCD RHY Crisis Shelter; and
 - (4) for Street Outreach Services, both RHY under age twenty-one (21); and youth under twenty-one (21) at risk of becoming runaway or homeless throughout the City.
 - xxiv. "TIL" means a residential facility approved for a transitional independent living program as defined in 9 NYCRR § 182-2.2, with on-site Staff supervision twenty-four (24) hours a day, seven (7) days a week; providing Residents with housing for up to eighteen (18) months (with a possible six (6)-month extension, in certain defined circumstances, in accordance with RHY Regulations and upon request to DYCD); and whose primary purpose is to equip Residents with the social and emotional skills needed to live independently and advance their educational and career goals.
 - xxv. "Workshop" means an event designed to raise public awareness of homelessness and related issues.
- b. During the term, at the Drop-In Centers, the Contractor shall provide at the Facility listed in the Workscope herein:
 - i. Basic Services, not including Case Management, to the number of members of the Target Population set forth in Workscope herein;
 - ii. Case Management to the number of members of the Target Population set forth in the Workscope herein; and
 - iii. The number of Workshops set forth in the Workscope herein.
 - c. During the term, at the RHY Crisis Shelters and TILs, the Contractor shall provide an RHY Crisis Shelter or TIL, as the case may be, for the number of beds maintained at a utilization rate of ninety percent (90%) and at the Facility listed in the Workscope herein.
 - d. During the term, at the Street Outreach Services Programs, the Contractor shall provide Program Services to the number of members of the Target Population and in service areas listed in the Workscope herein.
 - e. The Contractor shall provide services at the Drop-In Centers, as follows:
 - i. Deliver Basic Services, including but not limited to, crisis intervention, assessment, counseling, and mediation; transportation to RHY residential programs or other safe locations; life skills and work readiness assistance; educational counseling; and referrals to other services (in particular, education and career development, health and mental health and substance abuse treatment program), which include, but are not limited to, the following core elements:
 - (1) Public Outreach, Education and Awareness:

- (a) Conduct Workshops, at schools and other appropriate venues, designed to raise awareness about resources available through the Program, educate the public about homelessness, and highlight risk factors and prevention strategies.
 - (b) For each Workshop, maintain a record of the date, location, topics presented, Staff making the presentation, advance publicity, and follow-up activities.
 - (2) Resources and Information:
 - (a) Conduct an inventory of local resources in the Designated Borough to which members of the Target Population may be referred.
 - (b) Provide, in a designated area of the Facility, written information on topics including HIV prevention, sexual orientation and identity, substance abuse, parenting, and other issues relevant to the Target Population.
 - (3) Preliminary Assessment and Referrals:
 - (a) With respect to members of the Target Population, ensure that the Program director or other qualified and trained Staff member responds to requests for information, conducts initial assessments, and makes referrals to other agencies for services such as shelter and emergency assistance, counseling, health and mental health care; and education and training programs.
 - (b) Provide to members of the Target Population who visit the Facility information, both oral and written, about Program Services, Contractor policies and processes, their rights and privileges regarding confidentiality, and grievance procedures.
 - (c) Distribute informational materials from DYCD, as requested
 - (4) Case Management/Counseling:
 - (a) Refer members of the Target Population to the Community Connections Coordinator, in appropriate cases, for Case Management and counseling, at the service level set forth in the Workslope herein.
 - (i) Community Connections Coordinator will work with each member of the Target Population assigned to Case Management (and, where appropriate, with his/her family) to identify areas of need and develop an Individualized Service Plan to help such member of the Target Population set and achieve his/her goals.
 - (ii) Community Connections Coordinator will continue to provide Case Management services for a period of ninety (90) days when members of the Target Population assigned to Case Management are reunited with their families or referred elsewhere.
 - (b) Obtain a signed agreement to comply with Program policies from each member of the Target Population assigned to Case Management.
 - (c) Obtain written consent from any member of the Target Population before disclosing any information with respect to such person to other agencies or discussing recommendations for services to such other agencies.
 - (d) Maintain a Case Management file for each member of the Target Population assigned to Case Management.
- ii. Provide Program Services for members of the Target Population that are infused with the principles of positive youth development, including those set forth below, by offering activities and experiences that help members of the Target Population grow into healthy, caring, responsible, and resilient adults:
 - (1) Ensuring the safety, engagement, and empowerment of youth;
 - (2) Building trusting relationships with youth, and between youth and their peers;
 - (3) Providing positive adult role models;
 - (4) Setting high expectations; and
 - (5) Offering opportunities to develop skills and competencies.
- iii. Protect members of the Target Population and, whenever possible, reunite them with their families through an integrated network of residential and non-residential services in keeping with the federal Runaway and Homeless Youth Act of 1978 and RHY Regulations; where reunification is not possible, help members of the Target Population progress toward the goal of independent living.
- iv. Have written security and safety protocols, including weapons control and emergency preparedness, to ensure the safety of Staff and members of the Target Population.

- v. Provide transportation services to members of the Target Population in need and ensure that such persons are safely transported, as necessary, to safe and appropriate locations and that all drivers are qualified and licensed and vehicles insured.
- vi. Comply with applicable RHY Regulations.
- f. The Contractor shall provide Program Services at the RHY Crisis Shelters, as follows:
 - i. Deliver Program Services which include, but are not limited to, the following core elements:
 - (1) Intake: Address any immediate or emergency needs of any Resident, such as, for food, clothing or medical care.
 - (2) Orientation:
 - (a) Welcome Residents and provide Residents with oral and written information about Program Services, Contractor policies and processes, their rights and privileges regarding confidentiality, and grievance procedures.
 - (b) Obtain a signed agreement from each Resident acknowledging receipt of the information set forth in (a) above and agreeing to comply with Program rules.
 - (c) Distribute informational materials from DYCD, as requested.
 - (3) Assessment: Conduct a comprehensive assessment of each Resident that includes the following elements:
 - (a) Exploring family reunification strategies, wherever possible.
 - (b) Determining eligibility for RHY and other social services.
 - (c) Conducting an in-depth needs assessment to establish family and institutional history (including foster care and any prior residential placements) and identify the services, including a psychiatric evaluation, that the Resident requires.
 - (d) Notifying the parent(s), guardian(s) or legal custodian(s) of any Resident under eighteen (18) years within seventy-two (72) hours and, preferably, within twenty-four (24) hours of intake, except where there are compelling reasons for delaying notification as outlined in the RHY Regulations.
 - (4) Comprehensive Services: Adopt a comprehensive approach and provide or ensure Residents access through referrals to the following services, according to need:
 - (a) Food, in accordance with United States Department of Agriculture standards, shelter, and clothing
 - (b) Medical care, including dental care and HIV education, testing and treatment
 - (c) Mental health care, including psychiatric assessment and treatment
 - (d) Substance abuse education and prevention
 - (e) Intensive counseling for individuals, families and groups, including family reunification counseling
 - (f) Housing assistance (prior to discharge)
 - (g) Educational services, including basic skills testing and proficiency examinations
 - (h) Employment training and preparation
 - (i) Violence intervention and prevention education
 - (j) Parenting skills training
 - (k) Legal assistance and entitlement services
 - (l) Transportation
 - (5) Case Management/Counseling:
 - (a) Develop an Individualized Service Plan ("ISP") in partnership with each Resident, following the comprehensive needs assessment, to identify immediate needs, appropriate action, and longer term goals and means to achieve those goals including education or work plans, procurement of key documents, and plans for discharge and long-term housing; and implement ISP in full, ensuring that all the specified services are provided directly or through referrals.
 - (b) Obtain written consent from Resident and, if applicable, members of Resident's family, before disclosing any information with respect to such person to other agencies or discussing recommendations for services to such person with such other agencies; in particular, anticipate requests for information regarding housing options and procure the

- necessary consents, in advance, in order to provide assistance with housing in a timely fashion.
- (6) Discharge/Follow-up Services:
 - (a) Determine Resident eligibility for and make appropriate referrals to other RHY programs, including TILs and Community Connections Coordinators.
 - (b) Conduct an exit interview with Resident prior to discharge.
 - (c) Provide Case Management and other appropriate services, excluding shelter, for at least ninety (90) days following discharge, documenting the follow-up services provided and current housing status in Resident's individual case record.
 - ii. Provide Program Services for Residents that are infused with the principles of positive youth development, including those set forth below, by offering activities and experiences that help Residents grow into healthy, caring, responsible, and resilient adults:
 - (1) Ensuring the safety, engagement, and empowerment of youth;
 - (2) Building trusting relationships with youth, and between youth and their peers;
 - (3) Providing positive adult role models;
 - (4) Setting high expectations; and
 - (5) Offering opportunities to develop skills and competencies.
 - iii. Protect Residents and, whenever possible, reunite them with their families through an integrated network of residential and non-residential services in keeping with the federal Runaway and Homeless Youth Act of 1978 and RHY Regulations; where reunification is not possible, help Residents progress toward the goal of independent living.
 - iv. Have written security and safety protocols, including weapons control and emergency preparedness, to ensure the safety of Staff and Residents.
 - v. Provide transportation services to members of the Target Population in need and ensure that such persons are safely transported, as necessary, to safe and appropriate locations and that all drivers are qualified and licensed and vehicles insured.
 - vi. Provide Respite Services, subject to availability of beds, to such Residents as may from time to time be referred therefor by DYCD.
 - vii. Comply with applicable RHY Regulations.
 - g. The Contractor shall provide Program Services at the TIL Programs, as follows:
 - i. Deliver Program Services which include, but are not limited to, the following core elements:
 - (1) Referral and Assessment:
 - (a) Communicate regularly with DYCD RHY Crisis Shelter Programs regarding available beds and potential referrals, and upon receipt of a referral from a DYCD RHY Crisis Shelter on the basis of a comprehensive assessment and recommendation for admission, review the DYCD RHY Crisis Shelter assessment, if available, with the consent of the member of the Target Population, prior to determining whether the member of the Target Population is an appropriate candidate for the TIL.
 - (b) Subject to specific consent from DYCD, in certain circumstances allow a member of the Target Population without a referral from a DYCD RHY Crisis Shelter to enter the TIL; however, give priority to members of the Target Population referred through DYCD RHY Crisis Shelters.
 - (2) Intake/Orientation:
 - (a) Welcome Residents and provide Residents with oral and written information about Program Services, Contractor policies and processes, their rights and privileges regarding confidentiality, and complaints/grievance procedures.
 - (b) Obtain a signed agreement from each Resident acknowledging receipt of the information set forth in (a) above and agreeing to comply with Program rules.
 - (c) Distribute informational materials from DYCD, as requested.
 - (3) Case Management/Counseling:
 - (a) Develop an ISP with each Resident, to be reviewed with each Resident at least every thirty (30) days, that includes services that will help Residents increase their knowledge of and ability to access community resources available to assist and support them; and implement ISP in full, ensuring that all specified services are provided directly or through referrals.

- (i) Connect Residents to educational and employment resources and underscore the importance of educational and other qualifications to their future success as adults.
 - (ii) Teach independent living skills through activities and opportunities designed to develop each Resident's problem-solving, decision-making, and communication skills, focusing on topics such as employment opportunities and career pathways, effective use of leisure time, personal hygiene, health maintenance, housekeeping, and financial management.
 - (b) Provide on-site individual, group, and family counseling.
 - (c) Ensure that the TIL counselor helps Residents identify appropriate housing placements prior to discharge.
 - (d) Obtain written consent from Resident before disclosing any information with respect to such person to other agencies or discussing recommendations for services to such person with such other agencies.
- (4) Comprehensive Services: Adopt a comprehensive approach and provide or ensure Residents access through referrals to the following services, as appropriate:
 - (a) Food, in accordance with United States Department of Agriculture standards, shelter, and clothing
 - (b) Medical care, including dental care and HIV education, testing and treatment
 - (c) Mental health care, including psychiatric assessment and treatment
 - (d) Substance abuse education and prevention
 - (e) Housing assistance and referrals to permanent housing prior to discharge
 - (f) Educational services, including basic skills testing and proficiency examinations
 - (g) Long-term counseling for individuals and groups
 - (h) Independent living and life skills training
 - (i) Employment training and preparation
 - (j) Violence intervention and prevention education
 - (k) Recreational activities
 - (l) Parenting skills training
 - (m) Legal assistance and entitlement services
 - (n) Transportation
- (5) Discharge/Follow-up Services:
 - (a) Provide follow-up services designed to support the Resident during the most vulnerable period following transition to independence, and help prevent future homelessness.
 - (b) Conduct an exit interview with Resident prior to discharge.
 - (c) Provide Case Management and other appropriate services, excluding shelter, for at least ninety (90) days following discharge, documenting the follow-up services provided and current housing status in Resident's individual case record.
 - (d) Assign a housing counselor to be responsible for identifying housing resources for Residents and provide post-discharge follow-up services; and in cases where a Resident is discharged into public housing, including Section 8 housing, provide at least two (2) years of Case Management following discharge.
- ii. Provide Program Services for Residents that are infused with the principles of positive youth development, including those set forth below, by offering activities and experiences that help Residents grow into healthy, caring, responsible, and resilient adults:
 - (1) Ensuring the safety, engagement, and empowerment of youth;
 - (2) Building trusting relationships with youth, and between youth and their peers;
 - (3) Providing positive adult role models;
 - (4) Setting high expectations; and
 - (5) Offering opportunities to develop skills and competencies.
- iii. Protect Residents and, whenever possible, reunite them with their families through an integrated network of residential and non-residential services in keeping with the federal Runaway and Homeless Youth Act of 1978 and RHY Regulations; where reunification is not possible, help Residents progress toward the goal of independent living.

- iv. Have written security and safety protocols, including weapons control and emergency preparedness, to ensure the safety of Staff and Residents.
- v. Provide transportation services to members of the Target Population in need and ensure that such persons are safely transported, as necessary, to safe and appropriate locations and that all drivers are qualified and licensed and vehicles insured.
- vi. Comply with applicable RHY Regulations.
- h. The Contractor shall provide Program Services at the Street Outreach Services Programs, as follows:
 - i. Deliver Program Services which include, but are not limited to, the following core elements:
 - (1) Engagement:
 - (a) Actively search for members of the Target Population between the hours specified in the Workscope herein according to the season.
 - (b) Conduct Service Vehicle-based street outreach for members of the Target Population within the service area identified in the Workscope herein by having outreach Staff locate and engage members of the Target Population to encourage participation in Program Services that can help them.
 - (2) Sensitivity:
 - Provide sensitive, culturally appropriate responses to members of the Target Population through night-time street outreach.
 - (3) Urgent Needs Assessment:
 - Provide crisis intervention and counseling, offering information about resources, and, when members of the Target Population are willing to accept assistance, helping them access the services that they need.
 - (4) Support and Referral Services:
 - (a) Provide members of the Target Population with information and resources, including food.
 - (b) Distribute information about DYCD RHY drop-in centers, health care services and other network service providers to which members of the Target Population can self-refer.
 - (c) Provide materials that encourage safe sex and prevent HIV and sexually transmitted diseases.
 - (5) Transportation:
 - Escort home, to a shelter, or to another safe environment, including, if appropriate, a hospital, members of the Target Population in need of and willing to accept transportation.
 - ii. Provide Program Services for members of the Target Population that are infused with the principles of positive youth development, including those set forth below, by offering activities and experiences that help members of the Target Population grow into healthy, caring, responsible, and resilient adults:
 - (1) Ensuring the safety, engagement, and empowerment of youth;
 - (2) Building trusting relationships with youth, and between youth and their peers;
 - (3) Providing positive adult role models;
 - (4) Setting high expectations; and
 - (5) Offering opportunities to develop skills and competencies.
 - iii. Protect members of the Target Population and, whenever possible, reunite them with their families through an integrated network of residential and non-residential services in keeping with the federal Runaway and Homeless Youth Act of 1978 and RHY Regulations; where reunification is not possible, help members of the Target Population progress toward the goal of independent living.
 - iv. Have written security and safety protocols, including weapons control and emergency preparedness, to ensure the safety of Staff and members of the Target Population.
 - v. Have knowledge of popular locations and the numbers of members of the Target Population who typically congregate in such locations during weekdays and weekends; and focus primarily on such locations for the provision of Program Services.
 - vi. Target public spaces, subway stations, and transportation hubs such as those in Jamaica, Queens, Atlantic Avenue, Brooklyn and the Port Authority bus terminal in Manhattan.
 - vii. Respond to calls for assistance outside of service area identified in the Workscope herein if the other contractor is unavailable or the situation is an emergency.
 - viii. Comply with applicable RHY Regulations.

- i. At all RHY Programs, Contractor shall maintain the Facility (and Service Vehicles at the Street Outreach Services Programs) and ensure that:
 - i. The Facility (and Service Vehicles at the Street Outreach Services Programs) provide a safe and welcoming environment for all members of the Target Population including young parents, victims of abuse, youth involved with the criminal or juvenile justice system, and LGBTQ youth, regardless of culture or background; and, at Drop-In Centers and TILs, although the Facility may be designed to respond to the needs of specific underserved groups such as LGBTQ youth or pregnant and parenting youth, subject to bed availability, the Facility will accept any young person in need of emergency shelter, regardless of whether he/she is a member of the target group.
 - ii. The Facility (and Service Vehicles at the Street Outreach Services Programs) are of adequate size and design to accommodate Staff, members of the Target Population, Residents, at Drop-In Centers and TILs, and Program Services, including, at Drop-In Centers, a designated space for private counseling; and, at Drop-In Centers, the Facility is attractive to members of the Target Population and provides basic amenities such as refreshments, clean clothing, bathroom facilities, and, if possible, shower facilities.
 - iii. The Facility is easily accessible by public transportation.
 - iv. The Facility (and Service Vehicles at the Street Outreach Services Programs) comply with the ADA, or, with prior written approval from DYCD, alternative measures, such as access to other suitable space, are in place to deliver Program Services to members of the Target Population and Residents, at Drop-In Centers and TILs, with disabilities.
 - v. The Facility is equipped with a computer for access by the Program director and key Staff; internet service is maintained at the Facility; and e-mail addresses are established for the Program director and key Staff.
 - vi. There is prominently posted in the Facility (and Service Vehicles at the Street Outreach Services Programs) a notice, in English and such other language(s) as are appropriate for members of the Target Population and Residents, at Drop-In Centers and TILs, giving the name, address, and telephone number of DYCD and stating that DYCD is the oversight agency for the Program, that comments about the Program may be made anonymously to DYCD, and that DYCD will investigate and resolve any complaints.
 - vii. The days and hours of operation at the Facility (and Service Vehicles at the Street Outreach Services Programs) are set forth in the Workscope herein.
 - viii. At RHY Crisis Shelters and TILs, the Facility is certified by the State to serve members of the Target Population and operates in accordance with RHY Regulations; which conditions must also be met in the case where RHY Crisis Shelter beds are co-located in residential facilities serving youth in foster care, even though the facility is certified by the State for youth in foster care.
 - ix. At RHY Crisis Shelters and TILs, if the Facility also serves youth in foster care, the quality and integrity of the Program Services are not compromised.
- j. For all RHY Programs, Contractor shall recruit, screen, hire, and supervise appropriately qualified Staff to provide Program Services, in compliance with applicable federal and local non-discrimination and equal employment laws, rules, and regulations, as follows:
 - i. At Drop-In Centers, employ at least one (1) full-time Program director and one (1) full-time Community Connections Coordinator; either of whom is required to possess a master's degree in social work or a related field and four (4) or more years experience working with youth, including at least two (2) years supervisory experience.
 - ii. At RHY Crisis Shelters and TILs, employ at least one (1) full-time Program director and one (1) full-time counselor; either of whom is required to possess a master's degree in social work or a related field and at least two (2) years relevant experience.
 - iii. At Street Outreach Services Programs:
 - (1) Employ as Staff or retain the services of at least one (1) person with a master's degree in social work or a related field and at least two (2) years relevant experience to advise the street outreach team, as needed.
 - (2) Staff Service Vehicles at all times, with a minimum of two (2) workers per Service Vehicle:
 - (a) Each of whom holds a valid New York State license and is covered by Contractor's motor vehicle liability insurance.

- (b) One of whom possesses a relevant two (2)- or four (4)-year degree.
- iv. Ensure that:
 - (1) All Staff have the appropriate education and experience for providing Program Services.
 - (2) Key Staff at the Drop-In Centers have the following:
 - (a) At least two (2) years experience providing Program Services to at-risk youth, including assessments, referrals to other agencies, and Case Management.
 - (b) Experience conducting public education and awareness presentations on issues relevant to members of the Target Population.
 - (3) Key Staff at the RHY Crisis Shelters have at least two (2) years experience providing Program Services to at-risk youth, including assessments, crisis intervention, counseling and family mediation.
 - (4) Key Staff at TILs have at least two (2) years experience providing Program Services to at-risk youth, including assessments, individual and group counseling, and development and implementation of ISPs.
 - (5) Key Staff at Street Outreach Services Programs have at least two (2) years experience providing Program Services to at-risk youth, including engagement of youth, needs assessments, support and referral services, transportation and culturally sensitive services and information.
 - (6) Key Staff at all the RHY Programs have:
 - (a) A history of successful collaboration with other community-based agencies and organizations to enhance services for vulnerable youth.
 - (b) A record of achieving the goals and outcomes expected by funders.
 - (7) Staff provide Program Services in a manner that is sensitive to the diverse backgrounds and cultures of the members of the Target Population.
 - (8) A senior Staff member is designated to attend DYCD-sponsored monthly meetings.
 - (9) Staff comply with RHY Regulations by completing minimum training hours on topics that include safety and emergency procedures; HIV awareness and education; case records and confidentiality; youth development; child abuse prevention and reporting; suicide prevention; cultural diversity awareness; domestic violence; pregnancy prevention and parenting; LGBTQ sensitivity; sexual exploitation; substance abuse; and youth with disabilities.
 - (10) Staff have received appropriate training and experience to work effectively with vulnerable youth and their families
 - (11) Staff participate in training to increase their capacity to effectively serve members of the Target Population in a manner that incorporates DYCD's core competencies for youth workers, as posted on DYCD's website at www.dycd.nyc.gov.
 - (12) Staff have opportunities for ongoing professional development and are provided with information about the Family Development Training and Credentialing Program ("FDC Program") and eligibility for scholarships to the FDC Program that are offered through DYCD; successful completion of which would satisfy State RHY training requirements.
- v. Screen the backgrounds of all prospective Staff before hiring or retaining the same, as follows:
 - (1) Make an inquiry into any or all of the following for each person:
 - (a) Criminal conviction history, including the facts and circumstances concerning the particular conduct which formed the basis for any criminal convictions, with particular concern for the following offenses:
 - (i) sexual misconduct, especially involving minors;
 - (ii) violent or assaultive behavior directed against persons or property which cause serious injury or damage;
 - (iii) theft of public property;
 - (iv) bribe receiving or bribe offering;
 - (v) possession or use of lethal weapons of any kind; and
 - (vi) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of participants or other Staff.

- (b) Employment history, including verification of each prospective staff member's previous work history;
 - (c) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;
 - (d) Military service, including, where appropriate, verification of discharge status;
 - (e) Any other relevant information related to character, conduct or background.
 - (2) Ensure compliance with the regulations, policies, and procedures of DYCD, and screening requirements in the RHY Regulations, with respect to investigation for criminal conviction histories of Program Staff members, proposed or currently employed, including any required fingerprinting procedures for youth programs.
 - (3) Before hiring or retaining any prospective Staff member with a criminal conviction history, provide written notification to DYCD of such person's criminal conviction history for a determination by DYCD as to whether such conviction poses any current threat to members of the Target Population, and Residents at Crisis Shelters and TILs, and other Staff.
 - (4) Require that all Staff give immediate notice of any arrest, and, upon learning, at any time during the Term, that a Staff member has been arrested, notify DYCD of the arrest and the alleged conduct underlying the arrest;
 - (a) Await the determination of DYCD as to whether the Staff member's presence at the Facility (and Service Vehicles at the Street Outreach Services Programs) pose any threat to members of the Target Population, and Residents at Crisis Shelters and TILs, before allowing such Staff member to return to the Facility (and Service Vehicles at the Street Outreach Services Programs) where members of the Target Population, and Residents at Crisis Shelters and TILs, are present;
 - (b) If DYCD determines that the presence of such Staff member at the Facility (and Service Vehicles at the Street Outreach Services Programs) pose a threat to members of the Target Population, and Residents at Crisis Shelters and TILs, such Staff member shall be barred from the Facility (and Service Vehicles at the Street Outreach Services Programs) pending resolution of the criminal matter and final determination of DYCD as to whether such Staff member may continue to provide any Program Services;
 - (i) Ensure that any vacancy resulting from the barring of such Staff member is promptly filled with another appropriately qualified person; and
 - (ii) Should the filling of such vacated position necessitate the employment or retention of additional Staff, select the same subject to all applicable provisions in the Scope of Services.
 - (5) To ensure that effective protection is afforded to members of the Target Population, and Residents at Crisis Shelters and TILs, and Staff members, make diligent efforts to inform DYCD when Contractor becomes aware of the arrest or criminal conviction record of any Staff member.
 - (6) Hire Staff subject to final approval by DYCD.
- vi. Maintain sufficient trained staff and resources, including computer technology, to deliver Program Services and perform necessary administrative functions throughout the term, including, but not limited to:
 - (1) Program evaluation;
 - (2) Implementation of corrective action required by DYCD;
 - (3) Program monitoring;
 - (4) Program research and development, including the preparation of reports required by DYCD; and
 - (5) Fiscal review, audit, and close-out of the Program.
- vii. Provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement thereof, to be kept in the Staff member's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.
- k. For all RHY Programs, Contractor shall establish and maintain linkages with the following:
 - i. Health, mental health, and substance abuse treatment providers;
 - ii. Schools in the borough where Program Services are provided and other educational institutions;

- iii. Other providers of relevant services to the Target Population, including other RHY programs; youth advocacy networks; employment and training programs; and other City and State social service agencies such as ACS, DOE, DOHMH, DHS, DJJ, DOP, OCFS, and NYPD.
- I. For all RHY Programs, Contractor shall maintain records and make reports as follows:
 - i. Collect and report statistical information, as requested by DYCD, in a format consistent with DYCD policies and procedures and RHY Regulations as follows:
 - (1) At Drop-In Centers:
 - (a) The total number of members of the Target Population served, the number of members of the Target Population assigned to Case Management, the nature of the services provided, and any referrals to outside educational, job readiness, health and housing programs and other services.
 - (b) Outcomes including reunification, entry to shelter or transitional housing, and number of members of the Target Population and their families referred for Case Management services more than once.
 - (2) At RHY Crisis Shelters and TILs:
 - (a) Provide the daily census of residential beds and monthly statistical reports.
 - (b) Develop and maintain a Resident tracking system with the capacity to maintain data on Resident demographics, referrals, and services provided; and maintain records on housing status for ninety (90) days from the discharge date of each Resident.
 - (3) At Street Outreach Services Programs:
 - (a) Maintain a log of all members of the Target Population contacted.
 - (b) Provide data about contacts with members of the Target Population and services provided to them, including the number of members of the Target Population served daily, the primary geographical locations where services were provided, the number and nature of services and referrals that were provided, and the information and materials distributed.
 - ii. Submit all required fiscal and Program reports to DYCD in accordance with DYCD procedures and requirements set forth herein and in the Fiscal Manual.
 - iii. Promptly report any information concerning corrupt or other criminal activity, conflicts of interest, unethical conduct, misconduct, or incompetence by any Staff to the Inspector General for DYCD at the City Department of Investigation.

<u>Agency Name:</u>		<u>Contract ID#:</u>	
<u>Program Name:</u>		<u>Phone #:</u>	
<u>Contact Person:</u>		<u>Email:</u>	
<u>Site Address:</u>			

Community Board _____ Council District _____ Citywide _____ Boroughwide _____

PROGRAM AREAS: Place an "X" next to all items that apply.

- General Support of Existing Programs (rather than a specific program or activity)
 - General Administration
 - Personnel Expenses
 - Utilities
 - Rent
 - Other (Please describe): _____

- Program Services for Youth (only during non-school hours)
 - Homework Assistance and Educational Activities
 - Recreational and Sports Activities
 - Cultural Activities
 - General Youth Development Activities (*e.g.*, service-learning, values development, relationship building, development of social competencies, asset building, conflict resolution)
 - Leadership Skills
 - Personnel Expenses
 - Other (Please describe): _____

- Community Development Services
 - Social Services (*e.g.*, mentoring, volunteering activities, peer counseling)
 - Immigration Services
 - Neighborhood Beautification (*e.g.*, neighborhood garden, park clean-up)
 - Self-help Activities (*e.g.*, helping schools, veterans' groups)
 - Personnel Expenses
 - Other (Please describe): _____

Requesting a Fee Waiver

If your organization charges any fees for the programs funded under this Agreement, per Article 2, Section C, you must submit a Fee Waiver Request in writing.

This request must include the following information:

- The total budget for the program (including the funds under this Agreement). This budget should be broken down, i.e. - space rental, equipment, salaries, etc.
- Total amount each participant is charged per week/month/year/season/etc.
- How the fee amount is determined
- The total number of participants in the program
- How the funds under this Agreement will be utilized
- How the organization deals with those who cannot pay the fee – is there a sliding scale based on income (if so, this should be detailed and a copy of any form(s) that the participants complete needs to be submitted); are a certain number of “free slots” available per year (if so, please state how many); are there scholarships (if so, how many and what is the criteria and selection process; a copy of the scholarship application needs to be submitted); or if there is some other method the organization utilizes, this should be detailed
- How the organization advertises the program – newspapers, flyers, online, etc.
- Any informational sheet(s) and any application for the program needs to be submitted with the Fee Waiver Request

This information should be on your organization’s letterhead and be submitted to DYCD for review. Be sure to include the name, telephone, fax and e-mail address of the appropriate person to contact at your organization should any additional information be required.

Your organization be notified by DYCD whether your Fee Waiver Request has been granted or not.

Enrollment and Activity Schedules

I. Programs providing regular, recurring services to clients/participants:

DEMOGRAPHICS: Indicate the # of clients/participants per:

<u>Ethnicity</u>	<u>#</u>	<u>Age</u>	<u>#</u>	<u>Borough</u>	<u>#</u>	<u>Gender</u>	<u>#</u>
White		0-4		Bronx		Male	
Black		5-9		Brooklyn		Female	
Hispanic		10-13		Manhattan			
Asian		14-15		Queens			
Native American		16-21		Staten Island			
Other		21+					

SCHEDULE:

<u>Dates of Operation</u> <u>MM/DD/YY</u>		<u>Days of Week</u> <u>(e.g., M-F, Sa, Th)</u>	
<u>Hours of Day</u> <u>(e.g., 3-6pm)</u>			

ENROLLMENT PLAN: Indicate the planned enrollment per quarter.

<u>7/1-9/30</u>	<u>10/1-12/31</u>	<u>1/1-3/31</u>	<u>4/1-6/30</u>	<u>Total</u>

TOTAL UNDUPLICATED ENROLLMENT:

II. Programs providing one-time, non-recurring services or activities:

ONE TIME EVENTS:

Date(s) of event: _____ Time: _____ Estimated Participants: _____

Location: _____

CONTRACTOR INFORMATION

Basic Data		
Primary Name:		
Additional Name:		
Name of Executive Director:		
Office Location (Street Address & Suite Number):		
City:	State:	Zip:
Contractor General Telephone (1):		
Contractor General Telephone (2):		
Mailing Address:		
City:	State:	Zip:
Contact Name/Title:		
Contact Telephone:		
Contact Fax:		
Contact Email:		

Board Chairperson Information
Name of Chairperson of the Board:
Address of the Chairperson:
Telephone Number of the Chairperson:
Email Address of Chairperson:

BOARD OF DIRECTORS LISTING AND AFFIRMATION

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

I further certify that in compliance with Part II, Article V, Conflict of Interest, notice of any changes in the Board of Directors will be forwarded to DYCD within ten (10) days of said change.

Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

BOARD OF DIRECTORS LISTING AND AFFIRMATION FORM

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

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Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

BOARD OF DIRECTORS LISTING AND AFFIRMATION FORM

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

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Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

EXHIBIT A-2

DESIGNATED PROGRAM SERVICES BUDGET

**EXHIBIT B
CONFLICT OF INTEREST
DISCLOSURE AND COMPLIANCE
CERTIFICATION FORM**

CITY OF NEW YORK
EXHIBIT B
Conflict of Interest Disclosure Certification

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

No Conflict of Interest: Except as otherwise fully disclosed below (attach additional pages as needed), the Consultant / Subcontractor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For the purposes of this certification, "associated" persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

NOTE: THE CONSULTANT / SUBCONTRACTOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.

_____ Name of Consultant / Subcontractor	_____ Signature of Consultant or Authorized Officer / Date
_____ Vendor's Address	_____ Print Name / Title of Signer (if not Consultant)
_____ City / State / Zip Code	_____ Consultant / Subcontract EIN / TIN
_____ Phone Number	_____ Email Address

Sworn to before me this ____ day of _____, 20 ____.

Notary Public

EXHIBIT C
LOBBYING CERTIFICATION FORM

EXHIBIT C

The City Council has asked City contracting agencies to require vendors funded by City Council discretionary awards to certify that they are in compliance with New York City and New York State Lobbying Law requirements. If you have any questions concerning this form, please contact the agency awarding the contract associated with the discretionary award. For more information about lobbying filing requirements, please visit: http://www.cityclerk.nyc.gov/html/lobbying/lobbying_bureau.shtml.

LOBBYING CERTIFICATION

The undersigned affirms and declares that the Vendor is in compliance with the lobbying registration requirements of the New York City and New York State Lobbying Laws. See Administrative Code of the City of New York ("Administrative Code") § 3-211 et seq. and Legislative Law §1-a et seq., respectively. The Vendor's registration status is disclosed below.

Legal Name of Vendor _____

Address _____

City _____ State _____ Zip _____

EIN/TIN _____ Tel. No. _____ E-mail _____

CHECK ALL THAT ARE APPLICABLE:

- Currently registered as a Lobbyist with the New York City Clerk in accordance with §3-213 of the Administrative Code as _____ [insert name(s) of individual or organization].
- Currently in compliance with the filing requirements applicable to Clients pursuant to §3-217 of the Administrative Code as _____ [insert name(s) of individual or organization].
- Currently registered as a Lobbyist with the New York State Joint Commission on Public Ethics pursuant to section 1-e of the Legislative Law.
- Currently in compliance with the filing requirements applicable to Clients pursuant to section 1-j of the Legislative Law.
- Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the Administrative Code.
- Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the NYS Legislative Law.

NOTE: A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of Authorized Official

Signature of Authorized Official

Date

EXHIBIT D
NEW YORK CITY AGENCY FOOD STANDARDS

New York City Food Standards

Part I: Standards for Meals/Snacks Purchased and Served

Revised October 2011

This document outlines standards for food purchased and meals and snacks served, with the goal of improving the health of all New Yorkers served by City agencies. The New York City Food Standards aim to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake.

The standards have been developed based upon agency feedback, review, and agreement. They do not apply to food available in vending machines,¹ or at concessions that provide food *for sale* through leases, licenses or contracts at City programs.

Agencies and their contractors are expected to follow the standards described in each of the four sections:

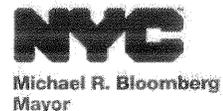
- I. Standards for Purchased Food
Addresses food items purchased and gives specific standards by food category.
- II. Standards for Meals and Snacks Served
Addresses the overall nutrient requirements for meals served and gives standards for snacks and special occasions.
- III. Agency and Population-Specific Standards and Exceptions
Addresses standards for specific populations (e.g. children, seniors) and agencies. The additions and exceptions in the third section supersede the first two sections. For example, children under 2 years may be served whole milk, instead of 1% or nonfat milk required in the first section.
- IV. Sustainability Recommendations
Addresses recommendations to support a healthy and ecologically sustainable food system.

The first two sections overlap: all purchased food items must meet the standards in Section I *and* must fit in to meals and snacks served such that the nutrient requirements in Section II are met. The purchased food standards ensure that agencies make healthier foods a regular part of people's diets and ensure that people who only eat a few items of each meal are still eating healthy options. The meal and snack standards ensure that people eating whole meals and snacks have a healthy, balanced diet.

All food purchased or served by a City agency must meet the **required** standards that appear in bold. Agencies are expected to be in compliance with the revised standards by October 31, 2012. Agency contractors are also required to comply with these Standards. This includes foodservice contractors, such as caterers, and programmatic contractors, that serve food within the context of the program.

The New York City Food Standards were made effective by Executive Order 122 from Mayor Bloomberg on September 19, 2008.² The Executive Order mandates that all City agencies follow the Standards for all foods that are purchased, prepared, and/or served by the agency, and/or agency contractors.

For more information, please contact: nycfoodstandards@health.nyc.gov



¹ Please see NYC standards for vending machines: www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml

² View the Executive Order at: www.nyc.gov/html/ceo/downloads/pdf/eo_122.pdf

I. Standards for Purchased Food

These standards are defined per serving of food as shown on the product's Nutrition Facts label.³

Nutrient Standards:

- Trans fat:
 - **Require** restriction consistent with DOHMH, City regulation and law.⁴
- Sodium:
 - **Require** all individual items contain ≤ 480 mg sodium per serving,⁵ not including specific items stated in the Food Category Standards below. Recommend purchasing "low sodium" (≤ 140 mg sodium per serving) whenever feasible.

Food Category Standards:

- Beverages:
 - **Require** ≤ 25 calories per 8 oz for all beverages other than 100% fruit juice or milk.⁶
 - If purchasing juice, **require** 100% fruit juice.
- Dairy:
 - **Require** milk be 1% or non-fat, and unsweetened.^{7,8}
 - **Require** fluid milk substitutes (e.g. soymilk) be unflavored.⁷
 - **Require** low-fat or non-fat yogurt.
 - Recommend purchase plain yogurt or yogurt with ≤ 30 g sugar per 8 oz or equivalent (e.g. ≤ 15 g sugar per 4 oz, ≤ 23 g sugar per 6 oz).
 - Recommend choose lower sodium cheese.
- Bread, pasta, and other grains:
 - **Require** sliced sandwich bread contain ≤ 180 mg sodium per serving, be whole wheat/whole grain and contain ≥ 2 g fiber per serving.
 - **Require** other baked goods (e.g. dinner rolls, muffins, bagels, tortillas) contain ≤ 290 mg sodium per serving.
 - Recommend purchase whole grain pasta, whole grain baked goods (dinner rolls, muffins, bagels, tortillas), brown rice, etc.
- Cereal:
 - **Require** cereal contain ≤ 215 mg sodium per serving, ≤ 10 g sugar per serving, and ≥ 2 g fiber per serving.^{9,10}
- Fruits and vegetables:
 - **Require** canned/frozen vegetables and beans contain ≤ 290 mg sodium per serving.
 - **Require** fruit canned in unsweetened juice or water. No fruit canned in syrup.
- Tuna, salmon and other seafood:
 - **Require** canned/frozen seafood contain ≤ 290 mg sodium per serving.

³ Serving size is based on FDA-established lists of "Reference Amounts Customarily Consumed Per Eating Occasion".

⁴ For more information: www.nyc.gov/html/doh/downloads/pdf/public/notice-adoption-hc-art81-08.pdf

⁵ For agencies serving populations with a majority of the population over 50 years old, **require** all individual items contain ≤ 360 mg sodium per serving.

⁶ For agencies serving a majority of children under 18 years, **require** beverages with no artificial sweeteners.

⁷ For children ages 4-18 years, flavored milk and flavored fluid milk substitutes are permitted and **required** to be ≤ 130 calories per serving. Recommend that agencies continue to phase out flavored milk and flavored fluid milk substitutes over time. As per Article 47 of the New York City Health Code, child care facilities may not serve milk with added sweeteners.

⁸ For children ages 12 months to under age two, **require** unsweetened whole milk.

⁹ For child care facilities, **require** cereal contain ≤ 6 g sugar per serving in addition to sodium and fiber standards.

¹⁰ Cereals that contain dried cranberries, dates, and/or raisins are exempt from the sugar standard due to the limited availability of this product type that meets the sugar standard. Cereals must still meet fiber and sodium standards. Recommend phasing out these high sugar cereals over time.

- Poultry:
 - **Require** canned/frozen poultry contain ≤ 290 mg sodium per serving.
- Beef and pork:
 - **Require** canned beef/pork contain ≤ 480 mg sodium per serving.
 - Recommend purchase “extra lean” beef and pork (total fat $\leq 5\%$) and at least 90% lean ground beef.
 - Recommend bacon contain ≤ 290 mg sodium per serving.
- Luncheon meat:
 - **Require** luncheon meat contain ≤ 480 mg sodium per serving.
- Condiments and sauces:
 - **Require** salad dressings contain ≤ 290 mg sodium per serving.
 - **Require** sauces contain ≤ 480 mg sodium per serving.¹¹
 - Recommend use lower sodium condiments and sauces such as reduced sodium soy sauce.
- Portion controlled items and other convenience foods:
 - **Require** portion controlled items and other convenience foods such as breaded chicken, veal patties, frozen French toast and waffles contain ≤ 480 mg sodium per serving.
- Frozen whole meals:
 - **Require** frozen whole meals contain $\leq 35\%$ of the daily sodium limit (adults: ≤ 805 mg, children: ≤ 770 mg, seniors ≤ 525 mg).

Note regarding **sodium standards** for purchased food:

In some instances successful sodium reduction requires gradual change to maintain product taste and quality. If an agency is purchasing non-compliant products that are essential to menu planning and that agency has demonstrated efforts to reduce the sodium in those products, the agency may continue to purchase those products with the deadline of reaching the sodium standards by October 31, 2012.

Note regarding **revised standards** for purchased food:

Agencies are expected to be in compliance with the revised standards by October 31, 2012. Technical challenges related to reformulation at the manufacturer’s level may require a longer timeframe for compliance with the new requirements. In October 2012, agencies that are unable to meet the new standards will submit a list of items out of compliance, steps taken to achieve compliance, and expected timeline for full compliance to the Food Policy Coordinator and Health Commissioner.

Note regarding populations with religious or special dietary food needs:

If an agency cannot meet required purchased food standards due to a present lack of availability of food items that meet the specific needs of the population they serve (e.g. packaged kosher foods), the agency is expected to seek suitable replacements in the marketplace as quickly as is feasible. The agency must identify and report these products to the Food Policy Coordinator and the Health Commissioner.

¹¹ Soy sauce is exempt due to lack of market availability for products that meet this standard. Recommend use reduced sodium soy sauce.

II. Standards for Meals and Snacks Served

All City agencies must have a plan for regular menu review to ensure that they meet the nutrient content standards. Outlined in this section are standards for Nutrition, Meals Served, and Snacks Served.

A. Nutrition Standards

These standards are based on the USDA's 2010 Dietary Guidelines for Americans.¹² Standards in chart are requirements for adult populations; see page 8 for children's standards.

Require the following daily nutrient standards:	
Nutrient	Adult
Calories	2,000 calories ^{13,14}
Sodium*	< 2,300 mg ¹⁵
Sodium (> 50 years)	≤ 1,500 mg
Total Fat	≤ 30% of total calories
Saturated Fat	< 10% of total calories
Fiber	≥ 28 grams ¹⁶
Recommend the following daily nutrient standards:	
Protein	10-35% of total calories
Carbohydrate	45-65% of total calories
Cholesterol*	< 300 mg
Potassium	4,700 mg
Calcium	1,000 mg
Iron	> 8 mg (18 mg F; 8 mg M)

* Daily limit, regardless of total calorie intake

For agencies serving only one or two meals per day:

- **Require** each meal served meets appropriate range of calories, sodium and fiber: 25-30% for breakfast; 30-35% for lunch; 30-35% for dinner.¹⁷

Note regarding Nutrition Standards featured in the table above:

Although encouraged to follow the Nutrition Standards, contracted agency programs or sites that meet ALL four of the following requirements can be approved for exemption:

- Meals are prepared on site or by another similar program (e.g. a daycare center that prepares food for another facility); and
- Program does not have access to a City agency-employed nutritionist for regular menu review; and
- Program site regularly serves less than 200 people per meal; and
- Program is not part of a larger contract for food purchasing coordinated by a City agency.

¹² Available at: www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm

¹³ **Require** calories are no more than 10% above or below the standard.

¹⁴ Agencies serving the adult correctional population, **require** calories be kept to less than 2,200 calories for women and 2,800 calories for men. Agencies serving the youth detention population, **require** calories be kept to less than 2500 calories for males.

¹⁵ **Require** agencies serving populations with a majority of children 6-18 years of age limit sodium to ≤ 2,200 mg per day. **Require** agencies serving populations with a majority of children 1-5 years of age limit sodium to ≤ 1700 mg per day. **Require** breakfast contain no more than 425 mg sodium; snacks contain no more than 170 mg sodium; lunch contain no more than 600 mg sodium; and dinner contain no more than 600 mg sodium.

¹⁶ For agencies serving populations with a majority of children 4-18 years old, **require** fiber be ≥ 25 grams per day. For agencies serving children 1-4 years old, **require** fiber be ≥ 19 grams per day.

¹⁷ The Department of Education, which has federal standards for minimum amount of calories served, may serve up to 785 calories for lunch, for grades 7-12 (in line with National School Lunch Program).

Exempt programs should strive to meet these Nutrition Standards through thoughtful menu planning. Should exemption be granted, programs must still comply with ALL other requirements of the NYC Food Standards.

Note regarding sodium and fiber meal standards:

If an agency does not meet the required nutrition standard for sodium or fiber, it is expected to meet the standard as quickly as is feasible with the deadline of reaching the standards by October 31, 2012.

B. Meal Standards

- Fruits and vegetables:
 - **Require** minimum of two servings of fruits and vegetables per meal for lunch and dinner.
 - **Require** minimum of five servings of fruits and vegetables a day for agencies serving breakfast, lunch, and dinner.
 - For programs serving meals 5 days per week or less, **require** at least 3 servings of non-starchy vegetables weekly per lunch and per dinner.^{18,19}
 - For programs serving meals more than 5 days per week, **require** at least 5 servings of non-starchy vegetables weekly per lunch and per dinner.¹⁹
 - Recommend serve fresh or frozen fruits and vegetables instead of canned.

- Beverages:
 - Water:
 - **Require** water be available at all meals (this can be in addition to or in place of other beverages regularly served). Tap water should be used if possible.
 - Fruit juice:
 - **Require** 100% fruit juice and portion size limited to ≤ 6 oz per serving.
 - **Require**, if provide meals, serve juice no more than one time per day.
 - **Require**, if provide snacks only, serve juice no more than 2 times per week.

- Food preparation and service:
 - **Require** no use of deep fryers;²⁰ no deep frying.
 - Recommend, to help ensure healthy portion sizes, establishment of program-specific guidelines for serving containers (e.g. size of food plates and beverage cups).

¹⁸ Standard does not apply to programs serving one or two meals per week.

¹⁹ Starchy vegetables include white potatoes, corn, green peas, and lima beans.

²⁰ Require that all new or renovated kitchens be built without deep fryers.

C. Snack Standards

Snacks should add important nutrients to the overall diet and help curb hunger.

These snack standards are in compliance with the snack pattern requirements of the USDA's Child & Adult Care Food Program (CACFP) and are eligible for reimbursement with the exception of low calorie beverage choices for sites serving adults.

Overall Guidelines

- **Require** all items have 0 g trans fat.
- Recommend foods served be on the list of acceptable choices below or provide equivalent nutrient value (for example: melon slices substituted for a banana for the fruit category).
- Recommend water is available at all snack times.

Food Category 1: Dairy beverages

- **Require** milk be 1% or non-fat and unsweetened.^{21,22}

Food Category 2: Fruit or vegetable

- **Require** juice be 100% fruit juice and portion size limited to ≤ 6 oz per serving.
- **Require**, if provide snacks only, serve juice no more than 2 times per week.
- Examples of acceptable choices: carrot sticks, celery sticks, pepper slices, salads, apples, bananas, pears, oranges, dried fruit, applesauce with no sugar added, and canned fruit in unsweetened juice or water.

Food Category 3: Bread or grain

- **Require** sodium ≤ 180 mg per serving for sliced sandwich bread.
- **Require** sodium ≤ 200 mg per serving for all crackers, chips, and salty snacks.
- **Require** sugar ≤ 10 g per serving.
- **Require** fiber ≥ 2 g per serving.
- Recommend all items served be whole grain.
- Examples of acceptable choices: whole wheat pita triangles, whole grain cereal, whole grain crackers, whole grain bread, rice cakes, popcorn.
- Examples of non-appropriate items: doughnuts, pastries, croissants, cake, etc.

Food Category 4: Protein²³

- Examples of acceptable choices: hummus, bean dip, cottage cheese, low-fat cheese, hard boiled eggs, low-fat or non-fat yogurt, low-sodium tuna, nuts, nut butters, sunflower seeds, turkey slices.

Examples of acceptable snack choices, all served with water:

- Peanut butter, whole grain crackers and apple slices
- A peach and whole grain crackers
- Half of a tuna sandwich: tuna on whole wheat bread with lettuce and tomato
- Turkey served with whole wheat pita triangles and carrot sticks
- Milk and whole grain cereal, with fresh berries
- Yogurt topped with blueberries and low-fat granola
- Hummus with pita and sliced red peppers

²¹ For children ages 12 months to under age two, **require** unsweetened whole milk.

²² For children ages 4-18 years flavored milk and flavored fluid milk substitutes are permitted and **required** to be ≤ 130 calories per serving. Recommend that agencies continue to phase out flavored milk and flavored fluid milk substitutes over time. As per Article 47 of the New York City Health Code, childcare facilities may not serve milk with added sweeteners.

²³ For CACFP programs, this category is referred to as 'meat or meat alternative'.

Additional Snack Standards:

- **Require** ≤ 25 calories per 8 oz for beverages other than 100% juice or milk at sites serving adults.

D. Special Occasion Standards for Meals and Snacks

Special occasion standards apply to trips, parties for major holidays and special events. This also includes food purchased from vendors not routinely used by the agency for normal food service.

- **Require** healthy options be served, such as fresh fruit, leafy green salad, and/or vegetable slices.
- **Require** water be served at all special occasion events.
- Recommend adopting a policy for special occasion meals and snacks.
- Recommend special occasion meals and snacks generally be limited (for example, once a month).
- Recommend, if serving sweets/desserts, offer in moderation and in appropriate portions.
- Recommend adherence to beverage standards.
- Recommend eliminating all foods that meet the USDA definition of Foods of Minimal Nutritional Value (FMNV).²⁴ Examples of FMNV include chewing gum, candy and water ices.

²⁴ Definition available at: www.fns.usda.gov/cnd/menu/fmnv.htm

III. Agency and Population-Specific Standards and Exceptions

Agencies which serve meals to populations with special nutritional needs (e.g. children, seniors) have specific nutrition requirements.

Children

Standards for Purchased Food:

When milk is provided, children ages two and older shall only be served milk with 1% or less milk-fat unless milk with a higher fat content is medically required for an individual child, as documented by the child's medical provider. When milk is provided, children ages 12 months to under age 2 should be served whole milk.

For children ages 4-18 years, flavored milk and flavored fluid milk substitutes are permitted and **required** to be ≤ 130 calories per serving. Recommend that agencies continue to phase out flavored milk over time. As per Article 47 of the New York City Health Code, child care facilities may not serve milk with added sweeteners.

For child care facilities, **require** cereal contain ≤ 6 g sugar per serving in addition to sodium and fiber standards.

Nutrition Standards.²⁵

Recommend agencies serving populations with a majority of participants under 19 years of age follow the Institute of Medicine, Food and Nutrition Board's Dietary Reference Intakes (DRI)²⁶ for appropriate age groups.

Require agencies serving populations with a majority of children 6-18 years of age limit sodium to $\leq 2,200$ mg per day.

Require agencies serving populations with a majority of children 1-5 years of age limit sodium to ≤ 1700 mg per day. **Require** breakfast contain no more than 425 mg sodium; snacks contain no more than 170 mg sodium; lunch contain no more than 600 mg sodium; and dinner contain no more than 600 mg sodium.

For agencies serving a majority of children age 4-18 years of age, **require** fiber be ≥ 25 grams per day. For agencies serving a majority of children 1-4 years old, **require** fiber be ≥ 19 grams per day.

Seniors

Recommend agencies follow the Institute of Medicine, Food and Nutrition Board's Dietary Reference Intakes (DRI)²⁶ for appropriate age groups.

Require agencies serving populations with a majority of the population 50 years of age and older limit sodium to $\leq 1,500$ mg per day.

Require individual items contain ≤ 360 mg sodium per serving.

²⁵ Please see page 4 for programs that are exempt from this standard.

²⁶ Institute of Medicine, Food and Nutrition Board's Dietary Reference Intakes (DRI):

<http://iom.edu/Reports/2006/Dietary-Reference-Intakes-Essential-Guide-Nutrient-Requirements.aspx>

Correctional Population

Agencies serving the correctional population have a majority of young, moderately active women and men who may require a higher than average caloric intake. For all meals and snacks served per day, **require** that calories be kept to less than 2,200 calories for women and 2,800 calories for men.

Youth Detention Facilities

Agencies serving the youth detention population have a majority of young, moderately active boys who may require a higher than average caloric intake. For all meals and snacks served per day, **require** that calories be kept to less than 2,500 calories for males.

Single Resident Occupancy and Self-Sustained Shelters

Programs that allow clients to purchase and prepare their own meals are not required to comply with these standards.

Child Care Services Providers

Home-based child care providers are not required to comply with these standards.

Patients Under Therapeutic Care

Nutrition requirements consistent with established medical guidelines and diets for patients under therapeutic care replace general nutrition criteria described here. The Patient Bill of Rights allows patients under therapeutic care to request specific food items. These items are considered part of the therapeutic diet and do not need to meet the nutrition criteria.

Emergency Food

Agencies that purchase food to be distributed by a third party to emergency food providers, such as soup kitchens and food pantries, are **required** to follow the guidelines outlined in Section I.

Federal Commodity Food Program

Food provided by the federal government to agencies or agency programs is not required to meet the standards outlined in Section I. However, agencies/programs accepting these foods are **required** to meet the nutrition standards outlined in Section II.

Agencies/programs are expected to provide documentation upon request to verify which products were obtained through the commodity food program.

Donated Foods

Foods that are donated or provided at no cost to a program are not required to meet the standards outlined in Section I. However, agencies accepting these foods are **required** to meet the nutrition standards outlined in Section II. Programs are not permitted to accept donations of candy or sugar-sweetened beverages for use in meal or snack service.

Food for Disaster Response

Food purchased by agencies to serve solely for a disaster or crisis response are not restricted by the nutrition criteria included here, recognizing such stocks intentionally include nutrient dense food products.

IV. Sustainability Recommendations

The Standards for Meals/Snacks Purchased and Served focus on promoting a healthy eating pattern as part of a city-wide strategy to reduce the prevalence of chronic disease, such as obesity, diabetes, and heart disease, among New Yorkers. New York City also recognizes the importance of promoting a healthy and ecologically sustainable²⁷ food system that conserves natural resources and supports long term public health goals.

Agencies are encouraged to consider, when practicable and cost effective, sustainability criteria for the food they procure and serve. While New York City does not endorse any single criteria for sustainability, a number of food characteristics are associated with supporting the conservation of natural resources that are needed to sustain our food supply over the long term. For example, preferred products may include: (i) fruits and vegetables that are local, seasonal, or are grown by producers using low or no pesticides or an integrated pest management system, (ii) dairy products that are local or (iii) seafood that is sustainably raised or harvested.²⁸ Agencies may also request, but not mandate, that their vendors offer fruit, vegetables, dairy products and seafood that is locally grown or produced. Agencies are also encouraged to educate their customers about these local and/or sustainably produced foods through labeling or other mechanisms.

These suggestions will continue to be evaluated and updated based on the latest scientific research on nutrition, the relationship between human health and food production methods, and the sustainability of the food system.

²⁷ The federal statutory definition of sustainable agriculture (7 USC 3103) is a guide to the elements to look for in a sustainability program. New York City does not endorse any particular labeling or documentation system or program over another, and recognizes that many agricultural producers practice sustainable agriculture without their products being labeled as such.

²⁸ For example, seafood that is identified as a "best choice" or "good alternative" on the Monterey Bay Aquarium Seafood Watch List, or similarly certified by other equivalent program.

New York City Agency Food Standards Part II: Standards for Beverage Vending Machines

The Standards for Beverage Vending Machines were enacted May of 2009, pursuant to Executive Order 122. There are separate standards for vending locations regularly used by adults (Adult Standards) and for vending locations regularly used by children (Children's Standards).

Standards for Vending Locations Regularly Used by Adults

The following five criteria must be met:

1) Specifications regarding the product mix:

- A) No more than two columns (or "buttons") may be High Calorie beverages (defined as any beverage > 25 calories per 8 oz). The maximum of two columns applies irrespective of the total number of columns in the machine.
- B) Unless otherwise approved by the City in writing, water is required to be stocked for a minimum of 2 columns (or "buttons").^{1,2}
- C) The remaining products must be \leq 25 calories per 8 oz.

2) Specifications regarding product display placement:

- A) Water must be placed in the position with the highest selling potential.
- B) High Calorie beverages must be placed in the position with the lowest selling potential.
- C) For machines where the buttons are arrayed vertically, highest selling potential means those closest to eye level, usually the top buttons, and lowest selling potential means those furthest from eye level, usually the bottom buttons. Or as determined by industry best practices.³

3) Specifications regarding size:

- A) All beverage selections with the exception of water and seltzer are limited to 12 oz.⁴
- B) All water and seltzer selections must be at least 12 oz.
- C) Portion sizes smaller than 12 oz are encouraged for High Calorie beverages.

4) Calorie labeling:

- A) Every machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent or in close proximity so as to be clearly associated with the item, using a font and format that is at least as prominent, in size and appearance, as that used to post either the name or price of the beverage where it can be seen before the consumer presses the button to choose the beverage. Existing nutrition labeling on the beverages does not meet this requirement. The City will have sole discretion regarding the display of calorie information. (adapted from HC §81.50)

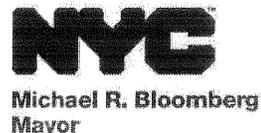
5) Promotional space:

- A) Promotional space on the vending machines (i.e. sides, front graphic panel, etc.) including but not limited to the language and graphics, if used, is subject to the approval of the City in its sole discretion and must be used only to promote healthy beverage choices (\leq 25 calories per 8 oz) and/or healthy activities.

Price: (Recommended)

- A) Pricing models that encourage healthy choices (e.g. by establishing lower prices for healthy beverage choices (\leq 25 calories per 8 oz) relative to High Calorie beverages (> 25 calories per 8 oz)) are encouraged.

For more information, please contact: nycfoodstandards@health.nyc.gov



Standards for Hot Beverage (e.g. Coffee) Vending Machines

The following criteria must be met:

- All beverages must be ≤ 25 calories per 8 oz.
- If stocking condiments:
 - Milk/creamer product must be 1% or non-fat
 - Sugar and sugar-substitutes are acceptable
- All beverages and condiments must contain < 0.5 grams of trans fat per serving.

Phase in time of 2 years, to be in compliance by January 2012.

Standards for Vending Locations Regularly Used by Children age 18 and under

The following three criteria must be met:

1) Specifications regarding the product mix:

- A) Beverage vending machines can only include:
 - Water¹
 - Unsweetened milk, 1% or nonfat only
 - Beverages with ≤ 25 calories per 8 oz
 - Carbonation and caffeine are allowed
- B) Prohibited:
 - Artificial sweeteners
 - Other "natural" non-nutritive or very low-calorie sweeteners (e.g. stevia, erythritol)
 - Artificial flavors and colors
- C) If the location is regularly used by **programs serving children age 12 or younger** (e.g. afterschool locations, summer camp), in addition to the standards above, products:
 - Should not be caffeinated
 - Should be ≤ 10 calories per 8 oz

2) Calorie labeling:

- A) Every machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent or in close proximity so as to be clearly associated with the item, using a font and format that is at least as prominent, in size and appearance, as that used to post either the name or price of the beverage where it can be seen before the consumer presses the button to choose the beverage. Existing nutrition labeling on the beverages does not meet this requirement. The City will have sole discretion regarding the display of calorie information. (adapted from HC §81.50)

3) Promotional space:

- A) Promotional space on the vending machines (i.e. sides, front graphic panel, etc.) including but not limited to the language and graphics, if used, is subject to the approval of the City in its sole discretion and must be used only to promote healthy beverage choices (≤ 25 calories per 8 oz) and/or healthy activities.

Note that New York City beverage vending standards may be revised or updated in the future. Vendors will have time to come into compliance with any changes.

¹ Unless otherwise approved by the City, in its sole discretion in writing, water for the purposes of these Standards shall mean bottled water that is intended for human consumption, that contains 0 calories per 8 oz, and contains no added flavor, color, or sweeteners of any kind. Any product containing water modified with added flavors, colors or sweeteners or with calories in excess of 0 calories per 8 oz shall not be considered water for the purposes of these Standards.

² If drinking water is free and readily available in the same vicinity (must be on the same floor) as a beverage vending machine, agencies can substitute seltzer for the mandatory 2 columns (or "buttons") of bottled water. Seltzer is defined as water naturally or artificially impregnated with mineral salts or gasses, having 0 calories per 8 oz and no artificial sweeteners.

³ However, because machines have different display arrangements, the City will have sole discretion to approve all product display and placement.

⁴ For the purposes of these Standards, seltzer is defined as water naturally or artificially impregnated with mineral salts or gasses, having 0 calories per 8 oz and no artificial sweeteners.

Guidance for the Application of the Adult and Children's Standards

Beverage vending machines within City Facilities* may serve an array of customers including: the general public; employees of the City of New York; participants in City programs for youth (school students, participants in afterschool programs); participants in City programs for adults; and others. The Children's Standards will be applied based on the type of programming that takes place in the facility in which a machine is located.

Adult Standards

City Facilities* that cater to adults and do not have programming for children should follow the Adult Standards. Examples include office space occupied by City agencies, police precincts, senior centers and shelter facilities for adults.

City Facilities* that are open to the general public but have no specific programming of any kind, such as gas stations, are subject to the Adult Standards.

Any portion of a youth facility which is intended for use exclusively by adults, and where youth are not generally permitted to enter, are subject to the Adult Standards. For example, teachers lounges within schools or the administrative offices of a community center are subject to the Adult Standards

Children's Standards

Any City Facility* where there is programming specifically for children, such as schools, community centers, park facilities, other spaces that regularly host Out-of-School Time (OST) programs, and athletic facilities that are used by school teams, are subject to the Children's Standards. For example, a community center that has programs for youth on weekday afternoons and adults in the evenings is subject to the Children's Standards.

Children age 18 and under Beverage Standards (High School) should be used by facilities that have programming only for high school aged children.

Children age 12 or under Beverage Standards should be used by facilities that have regular programming for children 12 and under. Facilities that serve children of all ages should use this standard. So, if a facility serves children age 6–18, it is subject to these standards.

*A City Facility is a property, building, or a discrete portion of a property or building, that is owned, rented, or otherwise controlled by the City or occupied by a City funded program.

New York City Food Standards Part III: Standards for Food Vending Machines

The Standards for Food Vending Machines were enacted December of 2011, pursuant to Executive Order 122. These Standards apply to all types of food vending machines including non-refrigerated "snack" and refrigerated machines. Follow these standards to make vending machine choices healthier for employees and visitors.

Snack Standards

Snacking in excess can lead to weight gain. Snacks, when consumed, should add healthy nutrients to the overall diet and help curb hunger.

- 1) Require that snacks meet all of the following criteria, per package:
 - Calories: no more than 200 calories
 - Total fat: no more than 7 grams
 - Nuts, seeds, nut butters and cheese are exempt
 - Combination products of dried fruit and nuts are exempt
 - Saturated fat: no more than 2 grams
 - Nuts, seeds, nut butters and cheese are exempt
 - Trans fat: 0 grams trans fat
 - Sodium: no more than 200 mg
 - Cottage cheese: no more than 400 mg
 - Sugar: no more than 10 grams
 - Fruit and vegetable products with no added sugar are exempt
 - Yogurt: no more than 30 grams sugar per 8 ounces
 - Contain at least 2 grams of fiber, if product is grain/potato-based (e.g. granola bars, crackers, pretzels, cookies, chips)
- 2) Limit grain/potato-based snacks (includes similar products, such as corn, plantain and taro chips) to no more than 50% of food items in machine.
- 3) Require that calorie information is posted for each food item, as packaged.

For more information, please contact: nycfoodstandards@health.nyc.gov

December 2011

NYC
Michael R. Bloomberg
Mayor

Meal Standards

Meal items include salads, sandwiches, burritos, and combination packaged items such as tuna lunch kits. Breakfast breads and pastries must meet the snack standards.

- 1) Require each meal meet all of the following criteria:
 - Calories: no more than 700 calories (all items \leq 200 calories must follow snack standards)
 - Total fat: no more than 35% of calories
 - Salads: no more than 60% of calories
 - Saturated fat: no more than 10% of calories
 - Salads: no more than 20% of calories
 - Trans fat: 0 grams trans fat
 - Sodium: no more than 800 mg
 - Soup: no more than 480 mg per 8 ounces
 - Sugar: no more than 35% of calories
- 2) Refrigerated machines must stock fresh fruit and vegetable items.
- 3) Require that calorie information is posted for each food item, as packaged.

Standards for Children

For vending locations regularly used by children age 18 and under, all standards described above apply and the following additional criteria must be met:

- Products may not contain artificial flavors, artificial colors, artificial sweeteners, or other non-nutritive sweeteners (e.g. stevia, erythritol).

Instructions to complete the Board Listings

- A minimum of three (3) members is required for the Board of Directors.
- For each Board Member the following information must be included on the Board Listings:
 1. Full Legal Name of Board Member
 2. Position/Office on the Board
 3. Home OR Business Address and Phone Number
 4. Name of Employer
(if the Board Member is retired, a homemaker or self employed, state this)
- For Boards with less than five (5) members, employees of the organization and members of their immediate families may not serve on the Board of Directors without the express written consent of DYCD.
- For Boards with more than five (5) members, employees of the organization and members of their immediate families may serve on the Board of Directors provided that; (a.) the employees of the organization do not constitute more than one-third of the Board, and; (b.) the family members do not constitute a majority of the Board.
- No member of the Board may hold a position or job exercising any supervisory, managerial or other authority whatsoever over a member of his/her immediate family. For the purposes of this contract, a member of the Board of Directors is deemed to exercise authority over all employees of the organization.
- The Executive Director of the organization may not hold any other position or office on the Board of Directors.

BOARD OF DIRECTORS LISTING AND AFFIRMATION FORM

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

I further certify that in compliance with Part II, Article V, Conflict of Interest, notice of any changes in the Board of Directors will be forwarded to DYCD within ten (10) days of said change.

Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

BOARD OF DIRECTORS LISTING AND AFFIRMATION FORM

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

I further certify that in compliance with Part II, Article V, Conflict of Interest, notice of any changes in the Board of Directors will be forwarded to DYCD within ten (10) days of said change.

Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

BOARD OF DIRECTORS LISTING AND AFFIRMATION FORM

Contractor Name: _____

Instructions: List all members of the Board of Directors and provide the related information.

Board Member Name	Board Position	Home Address/Phone	Place of Employment	Business Address/Phone	Fax Number

I, _____, certify that the foregoing information, submitted pursuant to Part II, Article V, Conflict of Interest, of this Agreement, is true and accurate and, to the best of my knowledge, constitutes no violation of the aforesaid Part II, Article V, Conflict of Interest.

I further certify that in compliance with Part II, Article V, Conflict of Interest, notice of any changes in the Board of Directors will be forwarded to DYCD within ten (10) days of said change.

Sworn to before me this

_____ day of _____, _____

Signature of Chairperson or Executive Director

Notary Public

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 20__ by and between _____, located at _____ (“Contractor”) and _____, an individual whose address is _____ (“Consultant”).

RECITALS:

A. Contractor has entered into Contract I.D. #_____ (“Contract”) with the New York City Department of Youth and Community Development (“DYCD”) to provide a youth or community development program (“Program”) with a budget approved by DYCD.

B. The Contractor wishes to engage Consultant, an individual not otherwise employed by Contractor whose resume is attached in Appendix A, to perform certain Program services not otherwise performed by Contractor’s paid or unpaid staff, as set forth in Section 2 below (“Services”), and Consultant is able and willing to provide the Services.

NOW, THEREFORE, the parties agree to be bound as follows:

AGREEMENTS:

1. **Term:** The Services shall be provided beginning _____ and ending _____ (“Term”), during the term of the Contract.

2. **Scope of Services:** Consultant shall provide the Services set forth in the Workscope, attached hereto as Appendix A, in accordance with all applicable terms and conditions of the Contract.

3. **Payment:** Subject to approval of this Agreement and the availability of Program budget funds, Contractor shall pay Consultant at the rate of \$_____ per _____, not to exceed _____, for the Services.

4. **No Conflicts of Interest:** Neither the Consultant nor any member of the Consultant’s immediate family is employed by Contractor or related by consanguinity, adoption, or affinity to any person engaged by Contractor in any management capacity, including as an officer or member of Contractor’s board of directors.

5. **Contractual Relationship:** Nothing in this Agreement shall create or imply a contractual or employment relationship between Consultant and DYCD or operate to impair the rights of DYCD under the Contract.

6. **Termination:** This Agreement will terminate:
 - a. After ten (10) days prior written notice by
 - i. either party upon the failure of the other to perform as required by this Agreement, or
 - ii. Contractor upon a reduction of the Program budget;
 - b. Immediately upon termination of the Contract.

7. **Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties, or to vary any of the terms herein. Any waiver, modification, cancellation or replacement of this Agreement, or any of its provisions, must be agreed upon in writing by the parties and shall not be effective without the prior written approval of DYCD.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties undersigned have executed the Consultant Agreement effective as of date and year first written above.

Contractor

Consultant

BY: _____
Signature of Authorized Agent

BY: _____
Signature of Consultant

Name (Print)

Name (Print)

Title (Print)

Social Security Number

Date

Date

Approved:

**Department of Youth and
Community Development**

BY: _____

(print name)

Assistant Commissioner (or designee)
_____ Unit

Date

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this ____ day of _____ 20 ____, before me personally came _____ (Consultant), to me known, and known to me to be the person described in, and who executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the purposes therein mentioned.

NOTARY PUBLIC

CORPORATE – WITH SEAL

STATE OF NEW YORK)
COUNTY OF _____)ss:

On this ____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the above instrument, that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

CORPORATE – WITHOUT SEAL

STATE OF NEW YORK)
COUNTY OF _____)

On this ____ day of _____ 20 ____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is the _____ of the corporation described in, and which executed the foregoing agreement; that he/she signed his/her name thereto by order of the Board of Directors of said corporation, and that the corporation has no seal.

NOTARY PUBLIC

UNINCORPORATED ASSOCIATION

STATE OF NEW YORK)
COUNTY OF _____)ss:

On this ____ day of _____ 20 ____, before me personally came _____, to me and known to me to be the _____ of the unincorporated association described in and which executed the foregoing agreement; and who acknowledged to me that he/she executed the foregoing agreement on behalf of said unincorporated association.

NOTARY PUBLIC

CONSULTANT AGREEMENT

APPENDIX A WORKSCOPE

Consultant Name _____

Address _____ **State** _____ **Zip Code** _____

Contractor _____ **Contract ID #** _____

Description of Services:

Consultant Qualifications (attach resume):

Schedule (for each City fiscal year of the Agreement):

Service Period Start and End Dates	
No. Hours per Day	
No. Days per Week	
No. Weeks per Year	

Total Hours/Days/Weeks _____ **X Rate \$** _____ = **Amount Due \$** _____

**CITY OF NEW YORK
EXHIBIT B COVERSHEET
CONSULTANT / SUBCONTRACTOR APPROVAL FORM FOR DISCRETIONARY CONTRACTS**
Column on left denotes party responsible for completion of each section.

CONTRACT INFORMATION		
AGENCY	Agency:	Unit/Div:
	FMS Contract No.:	EPIN:
	Contractor Name:	EIN/SSN:
	Contract Value:	Registration Date:
	Contract Description:	

CONSULTANT / SUBCONTRACTOR INFORMATION			
If more than 4 consultants / subcontractors need approval please attach additional sheets.			
CONTACTOR	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
	EIN/SSN:	E-Mail:	
	Description of Agreement:		
	Value of Agreement:	Start Date:	End Date:
	Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Phone:	Fax:	
	Address:	City:	State/Zip:
	EIN/SSN:	E-Mail:	
Description of Agreement:			
Value of Agreement:	Start Date:	End Date:	
Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone:	Fax:		
Address:	City:	State/Zip:	
EIN/SSN:	E-Mail:		
Description of Agreement:			
Value of Agreement:	Start Date:	End Date:	
Name:	Disclosure Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Phone:	Fax:		
Address:	City:	State/Zip:	
EIN/SSN:	E-Mail:		
Description of Agreement:			
Value of Agreement:	Start Date:	End Date:	

AGENCY APPROVAL		
AGENCY	Date of Receipt:	Date sent to City Council:
	Final Agency Approval: Granted <input type="checkbox"/> Denied <input type="checkbox"/>	City Council Approval: Granted <input type="checkbox"/> Denied <input type="checkbox"/>
	Signature:	Date:



Printed on paper containing 30% post-consumer material

CITY OF NEW YORK
EXHIBIT B
Conflict of Interest Disclosure Certification

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

No Conflict of Interest: Except as otherwise fully disclosed below (attach additional pages as needed), the Consultant / Subcontractor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For the purposes of this certification, "associated" persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

NOTE: THE CONSULTANT / SUBCONTRACTOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.

Name of Consultant / Subcontractor	Signature of Consultant or Authorized Officer / Date
Vendor's Address	Print Name / Title of Signer (if not Consultant)
City / State / Zip Code	Consultant / Subcontract EIN / TIN
Phone Number	Email Address

Sworn to before me this ____ day of _____, 20 ____.

Notary Public



Printed on paper containing 30% post-consumer material

Consultant Agreement Modification

(use for reducing amount owed to consultant only)

Contractor: _____ DYCD ID # _____

Consultant Name: _____

Address _____

_____ City State Zip Code

Reason for reduction: _____

Schedule (for each City fiscal year of the Agreement):

	Budgeted	Actual
Service Period Start and End Dates		
No. Hours per Day		
No. Days per Week		
No. Weeks per Year		

Budgeted Hours/Days/Weeks _____ X Rate \$ _____ = Budgeted Amount \$ _____

Actual Hours/Days/Weeks _____ X Rate \$ _____ = Actual Amount \$ _____

I _____ hereby certify that this modification reducing the hours/days/weeks worked by _____ (Consultant) accurately represents what was worked and what is owed to this Consultant.

Executive Director/Authorized Signatory Date

Print Name and Title

Notary Public
State of _____
County of _____
This _____ day of _____
20____

CERTIFICATION OF NO CONFLICT

I, _____, am employed by the City of New York ("City") at _____ ("Agency") in the position of _____. I also serve as an officer or director of _____ ("Contractor"), a not-for-profit organization eligible for a contract award from the City Department of Youth and Community Development ("DYCD").

I hereby certify that I have read City Charter §2604(c) (6) and that I am currently, and will remain for the term of any DYCD contract, in compliance with its restrictions. Specifically:

- 1) I have not taken and will not take a direct or indirect involvement in Contractor's business dealings with the City;
- 2) If Contractor has any business dealings with Agency, I have so informed Agency and received approval for my activities on behalf of Contractor;
- 3) All my activities on behalf of Contractor occur at times when I am not required to perform services for the City; and
- 4) I receive no salary or other compensation for my activities on behalf of Contractor.

I further certify that if, at any time during the term of any DYCD contract, I am not in compliance with the foregoing restrictions, I will immediately seek a waiver from the City Conflicts of Interest Board and refrain from such noncompliant activity unless and until a waiver is granted.

(Signature)

(Date)

Sworn to before me this _____ day
of _____, 20__.

NOTARY PUBLIC



Mayor's Office of Contract Services

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

Prequalification Status Certificate of No Change

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

DIRECTIONS: Please complete the statement below and return this certification to the City Contracting Agency. If there are any material changes to programming or key staff please attach an explanation to this form.

NOTE: If you have any questions about your prequalification status or the date of your last submission, please check the DYCD List of Prequalification Clearances at http://www.nyc.gov/html/dycd/html/resources/pql_discretionary_contracts.shtml.

I, _____, being duly sworn, state on behalf of the submitting organization that no material changes in programming or key staff have occurred since the last submission of the Prequalification/Recertification Application OR if material changes in programming or key staff have occurred since the last submission they are fully described on the attached __ pages. I understand that the City of New York will rely on the information supplied in this certification for discretionary funding purposes.

Name of Nonprofit Organization (Vendor)

Signature of Authorized Officer

Vendor's Address

Print Name / Title of Signer

City / State / Zip Code

Vendor's EIN

Phone Number

Email Address



NEW YORK CITY

DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

SERVING NEW YORK CITY YOUTH, FAMILIES, AND COMMUNITIES

156 William Street
New York, New York 10038
TTY 212.442.5903 www.nyc.gov/dycd

JEANNE B. MULLGRAV
Commissioner

INSTRUCTIONS FOR THE COMPLETION OF THE SIGNATURE OF AUTHORIZATION LETTER AND THE BOARD RESOLUTION

The purpose of the Signature Authorization Letter is to show authenticity to the NYC Comptroller's Office that the people who are signing the letter are the same as those signing the contracts and reviewing the invoices. The letter must be typed on the Vendor's letterhead. The signatures and notary stamp must be both clear and have original signatures.

The people, usually the Not-for-Profit Organization's officers or their designees, who are authorized to sign the letter are left to the discretion of the Board of Directors. The letter must be accompanied by the Vendor's most recent Board Resolution that states the Board's designees may act as their agent.

Samples of both the Letter of Authorization and the Board Resolution are attached. Should you have any questions regarding either of these documents, please contact your contract manager.



SAMPLE OF AN AFFADAVIT OF SIGNATURE AUTHORITY

**Your Letterhead
Address
(212) 555 - 5555**

I hereby authorize: _____, Executive Director/
Authorized Designee

Signature

_____, Chief Financial Officer/
Authorized Designee

Signature

Whose specimen signatures appear above to authenticate and certify to sign contracts and certify claims and other related documents under the provision of the Contract/PIN 260 _____ between the Department of Youth and Community Development and **(Your Agency)** _____ for the services provided during the period from July ____, 20__ to June 30, 20__.

State of New York

County of _____

This day of ____, XXXX

Signature of Vendor Official
(Person granting Authorization,
i.e Board Chairman)

Signature
(Notary/Commissioner of Deeds)

(Title of Vendor Official)

SAMPLE OF A BOARD RESOLUTION

RESOLUTION

RESOLVED, that this Board of Directors does hereby authorize and direct **Jim Jones**, Executive Director and **John Smith**, Chief Financial Officer to sign contracts and amendments to the contracts and to review claims on behalf of the **ABC** Not-for-Profit Corporation's Board of Directors

Constance Carter
Chairman of the Board of Directors

Reminders:

- Authorization must be on letterhead
- Person granting the authorization may not authorize himself/ herself
- Authorization must be given by Chairman of the Board
- Notary or Commissioner of Deeds must sign and stamp document.
- Must be original



Mayor's Office of Contract Services

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

DISCLOSURE & COMPLIANCE CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

No Conflict of Interest: Except as otherwise fully disclosed below (attach additional pages as needed), the Vendor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For purposes of this certification, "associated" persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

NOTE: THE VENDOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.

Incorporation: Vendor is incorporated under NYS Not-for-Profit Corp. Law (✓ one) □ Yes □ No (explain below)

Explain corporate status if you are not incorporated under NPCL:

NOTE: INFORMATION CONCERNING THE VENDOR'S CORPORATE STATUS WILL BE USED BY THE CITY TO VERIFY COMPLIANCE WITH APPLICABLE REQUIREMENTS FOR CHARITIES REGISTRATION, PAYMENT OF TAXES AND OTHER LEGAL MANDATES AND THIS CONTRACT WILL NOT BE ENTERED INTO UNLESS THE VENDOR IS IN COMPLIANCE.

Name of Vendor

Signature of Authorized Official/Date

Vendor's Address

Print Name/Title of Signer

City, State, Zip Code

Vendor's EIN

Sworn to before me this ___ day of ___, 20__

Notary Public



Mayor's Office of Contract Services

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

New York State Charities Bureau Filing Certification

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, WILL RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____ (authorized officer), being a duly authorized officer of this corporation, certify that _____ (legal name of organization), submitted the attached annual filing for the fiscal year ending ___/___/___ (date) to the New York State Attorney General's Office, Charities Bureau on ___/___/___ (date). The information submitted has been verified and continues to the best of my knowledge to be full, complete and accurate. I understand that the City of New York will rely on the information supplied in this certification to determine compliance with New York State laws.

Required Attachments

(please check all that were submitted)

- Copy of check or money order dated ___/___/___ that paid the total of all applicable filing fees
CHAR500
IRS 990, IRS 990-EZ or IRS 990-PF
Financial Statements (check only one)
Financial Statements Reviewed by a Certified Public Accountant (If organization received \$100,001 to \$250,000 in annual support and revenues within the fiscal year)
Financial Statements Independently Audited by a Certified Public Accountant (If organization received more than \$250,000 in annual support and revenues within the fiscal year)

Legal Name of Vendor

Signature of Authorized Officer / Date

Phone Number

Print Name / Title of Signer

Vendor's Address

Email

City / State / Zip Code

Vendor's EIN

Submit signed Certification with all attachments to the Mayor's Office of Contract Services
Attn: Lishawn Alexander | CBO Analyst | Fax: (212) 312-0997 | Email: cbo@cityhall.nyc.gov



**Mayor's Office of
Contract Services**

Michael R. Bloomberg
Mayor

Andrea Glick
City Chief Procurement Officer and Director of Contract Services

253 Broadway, 9th Floor
New York, NY 10007

212 788 0001 tel
212 788 0049 fax

Training Attendance Certification

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

DIRECTIONS:

Please complete the statement below and return this certification to the City Contracting Agency, in lieu of a copy of the City of New York Capacity Building Training Certificate of Completion. If the attendee has their Certificate of Completion, a copy of that Certificate must be submitted to the City Contracting Agency and this form is not necessary.

I certify that the senior manager or board member listed below completed a Capacity Building Training for Council-Funded Community Partners on ____/____/____. Furthermore, I certify that _____ continues to serve as an employee or a board member.

Attendee's Name

Attendee's Title

Phone Number of Training Attendee

Email Address of Training Attendee

Legal Name of Vendor

Vendor's EIN

Vendor's Address

Signature of Authorized Official/ Date

City, State, Zip Code

Print Name/ Title of Signer

Submit signed certification to the City Agency that requested it.



Certification Regarding Substantiated Cases of Client Abuse or Neglect

The City requires each organization with which it contracts for the provision of human client services to: 1) certify that no substantiated case of client abuse or neglect by any employee of the organization (including a foster parent, if applicable) occurred during the latest 12 month period; OR 2) disclose each such substantiated case and provide a brief description of the case, the date of occurrence, level of severity and the case disposition, including an explanation of the action taken against the offender(s) and, if applicable, the organization. Complete the form below to certify or disclose, as applicable.

- This is to certify that no substantiated case of client abuse or neglect by any employee (including foster parents) of the organization named below has occurred during the latest 12 month period.
- This is to disclose that ___ case(s) of client abuse or neglect by an employee(s) of the organization named below was/were substantiated as having occurred during the latest 12 month period. An attachment to this form provides for each such substantiated case: a brief description of the case, the date of occurrence, level of severity and the case disposition, including an explanation of the action taken against the offender(s) and, if applicable, the organization.

Name of Organization (Print) _____

Name of Authorized Representative (Print) _____

Title of Authorized Representative (Print) _____

Signature of Authorized Representative _____

Date ___/___/___



Doing Business Data Form

To be completed by the City Agency prior to distribution	
Agency: _____	Transaction ID: _____
Check One: <input type="checkbox"/> Proposal <input type="checkbox"/> Award	Transaction Type (check one): <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City Agency that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one): <input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i> <input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i> <input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i>
--

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit There are no individual owners No individual owner holds 10% or more shares in the entity
 Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

First Name: _____ MI: _____ Last: _____
 Office Title: _____
 Employer (if not employed by entity): _____
 Birth Date (mm/dd/yy): _____ Home Phone #: _____
 Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____
 Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



PRODUCER

INSURED
NAME OF CBO
ADDRESS
CITY, STATE, ZIP CODE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		07/01/11	07/01/12	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COM/POP AGG \$ 3000000 Emp Ben. 1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

SAMPLE OF CERTIFICATE OF GENERAL LIABILITY INSURANCE TO BE SUBMITTED BY A CBO NOT PARTICIPATING IN CIP AND PROVIDING SERVICES AT DOE OR NYCHA SITES (OR BOTH)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of New York and the Board of Education of the City School District of the City of New York [or New York City Housing Authority] are included as Additional Insured for liability arising out of the operations of the named insured with coverage at least as broad as the most recently issued ISO form CG 20 10. # 1

<p>CERTIFICATE HOLDER</p> <p style="text-align: right;">CITY005</p> <p>The City of New York</p> <p style="text-align: right;"># 2</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Instructions for completing Exhibit A-1 – Designated Program Services Workscope

Please be sure to read the Requirements for All Designate Program Services as it contains terms your organization must abide by under this contract. Each section of the Exhibit A-1 must be fully completed in order for your contract to be accepted.

Designated Program Services Overview (page 1)

You must complete this form providing the program name, program contact person with telephone and e-mail address and the site address the program is run at.

- If your program operates at multiple sites, you must detail each site address
- If your organization runs multiple programs funded in whole or in part by City Council Discretionary Funds, you must complete one (1) Overview for each program
- You must indicate whether the program services you are providing are Community Board, Council District, Borough or Citywide in scope
- You must select each program area that applies to the program(s) your organization is offering

Summary of Designated Program Services (page 2)

You must complete one (1) Summary of Designated Program Services for each program your organization operates that will be funded in whole or in part by City Council Discretionary Funds.

Please note: The program services your organization provides must match the purpose of funds for your discretionary allocation as detailed by City Council in the Schedule C or subsequent Transparency Resolution.

- You must indicate the number of participants/clients served by your program(s)
- You must fully detail and explain the activities/services your program(s) will provide including hours and dates of operation and location. Please be sure to distinguish between office hours and program hours of operation
- You must detail and explain how the discretionary funds will be used by your program(s)

Enrollment and Activity Schedules (page 3)

You must complete one (1) Schedule for each program your organization operates that will be funded in whole or in part by City Council Discretionary Funds. The information you provide in this section must correlate with the information provided in the Summary of Designated Program Services.

- Demographics – You must provide a demographic breakdown of the participants to be served by your program(s) according to ethnicity, age, geographic location and gender
- Schedule – You must provide the dates your program is in operation (from when, until when), the days of the week your program is offered and the hours of the day. As above, please distinguish between office hours and program hours of operation

Please Note: School Day programs serving school age children are not permitted - Enrollment Plan – You must provide a breakdown of the number of participants your program will serve for each quarter of the fiscal year. The total number should match the number of participants indicated in the Summary of Designated Program Services.

- One Time Events – If your program offers single or multiple one-time events in lieu of or in conjunction with regularly scheduled dates of operation, you must detail the dates, times, locations and number of participants expected for each such event.

If you have any questions or need any assistance please contact your Contract Specialist or e-mail discretionary@dycd.nyc.gov.

Certificate of No Change Form

- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

I, _____, being duly sworn, state that I have read
Enter Your Name

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Questionnaire *This section is required.*

This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.

Name of Submitting Entity: _____

Vendor's Address: _____

Vendor's EIN or TIN: _____ Requesting Agency: _____

Are you submitting this Certification as a parent? (Please circle one) Yes No

Signature date on the last full vendor questionnaire signed for the submitting vendor: _____

Signature date on change submission for the submitting vendor: _____

Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.

Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on submission of change
----------------	--	--

1

2

3

4

5

6

Check if additional changes were submitted and attach a document with the date of additional submissions.

Certification *This section is required.*

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

Certified By:

Name (Print)

Title

Name of Submitting Entity

Signature

Date

Notarized By:

Notary Public

County License Issued

License Number

Sworn to before me on: _____
Date