The City of New York
Department of Youth and Community Development

156 William Street
New York, NY 10038
212-442-5900 Fax: 212-442-5998

Jeanne B. Mullgrav
Commissioner

Department No.: _____
(DYCD USE ONLY)

Contract ID#: _____

Term of Agreement: _____

Total Contract Amount: _____

Name of Contractor: _____

Address: _____

Borough/Site: _____

Type of Service: _____ **Type of Procurement:** _____

AGREEMENT, effective July 1, 2011 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 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-3.

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, 2011 for a period of one (1) year through June 30, 2012.

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. Contractor shall provide the services and activities in program areas or programs listed and described in the Designated Program Services of Fiscal Conduit Contractor and Subcontractor(s) and Subcontract attached hereto as Exhibits A-1 and A-2, respectively.

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-3 "Fiscal Conduit Contractor 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 ("OMB") 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, Paragraph B shall not apply, and the procurement requirements will be satisfied met 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 Scope of Work 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 Scope of Work 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.

B. Background checks. For purposes of this subsection, the word "personnel" shall include all employees and volunteers and all applicants for employment or for volunteer work. Contractor will be

responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with clients and participants. If directed by the Department, Contractor will undertake the fingerprinting of personnel, in accordance with instructions from the Department. Contractor agrees to comply with all guidelines and procedures of the Department concerning the screening and employment of personnel, including, but not limited to the following:

1. Contractor will be responsible for obtaining consent and for screening of all personnel, including substantiating credentials and reference checks. In particular, Contractor shall make an inquiry into any or all of the following for each person:

(a) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, with particular concern regarding sexual misconduct, especially involving minors; violent or assaultive behavior directed against persons or property which caused serious injury or damage; theft of public property; bribe receiving or offering; possession or use of lethal weapons of any kind; and 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 clients and participants or other personnel.

(b) Employment history, including verification of same;

(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. Contractor agrees not to hire or retain any personnel who refuse to: (a) provide the names of references; (b) provide documentation of credentials; (c) provide information on criminal conviction records; (d) provide other requested information which may bear on the applicant's fitness to work with clients and participants.

3. Contractor agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions. Before hiring or retaining any personnel with a criminal conviction history, Contractor shall provide written notification to the Department, for a determination as to whether such conviction poses such a current threat to clients and participants or other staff so as to bar the hiring or retention of that person. With respect to personnel who work with (or are applying to work with) children, contractor agrees not to hire or retain any personnel (a) whose criminal conviction record directly bears on a person’s fitness to work with children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Article 23-A of the New York State Correction Law; or (b) who have been the subject of an indicated child abuse and maltreatment report on file with the New York State Central Register (SCR), or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the SCR.

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 submit for the Department's review and approval a written plan to provide for the safety and security of clients, participants, staff, and the Contractor's facility, which shall include emergency procedures, including first aid and cardiopulmonary resuscitation training; evacuation procedures; and the identification of the means by which safety and security of clients, participants, staff, and the Contractor's facility will be maintained throughout the term of this Agreement. Such a plan will insure its clients' basic needs are met in the event of a City-wide emergency or natural and man-made disasters, including extremes of weather, blackouts and other regional and national emergencies. Contractor shall maintain a 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. Submission of 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 provisions of this Section shall not apply to programs housed in courts or other City-operated locations.

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 an SOE. 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 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 the incident, 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 of Fiscal Conduit Contractor and Subcontractor[s]);
- Exhibit A-2 (Subcontract);
- Exhibit A-3 (Fiscal Conduit Contractor Budget);
- Exhibit B (Conflict of Interest Disclosure and Compliance Certification Form);
- Exhibit C (Lobbying Certification Form); 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 Scope of Work.

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:_____
Signature

_____
Name (Print)

_____
Title (Print)

_____
Date

_____
CONTRACTOR

BY:_____
Signature of 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

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:_____
Signature

_____
Name (Print)

_____
Title (Print)

_____
Date

_____
CONTRACTOR

BY:_____
Signature of 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

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:_____
Signature

_____
Name (Print)

_____
Title (Print)

_____
Date

_____
CONTRACTOR

BY:_____
Signature of 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 _____, to me known and known to me to be _____ 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/she acknowledged to me that he/she 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.

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this _____ day of _____ 20 _____, before me personally came _____, to me known and known to me to be _____ 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/she acknowledged to me that he/she 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.

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this _____ day of _____ 20 _____, before me personally came _____, to me known and known to me to be _____ 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/she acknowledged to me that he/she 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.

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except _____.

Full name of Proposer or Bidder *[below]*

_____

Address_____

City_____ State_____ Zip Code_____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

☐ B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

☐ C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By_____
Signature

_____
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except _____.

Full name of Proposer or Bidder *[below]*

_____

Address_____

City_____ State_____ Zip Code_____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

☐ B - Partnership, Joint Venture or other unincorporated organization

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AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except _____.

Full name of Proposer or Bidder *[below]*

_____

Address_____

City_____ State_____ Zip Code_____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

☐ B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

☐ C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By_____
Signature

_____
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

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
OF FISCAL CONDUIT CONTRACTOR AND SUBCONTRACTOR(S)

Obligations of Fiscal Conduit Contractor and Subcontractor(s)

1. Contractor shall receive and disburse Discretionary Funds to pay approved expenses of the Designated Program Services, upon approval by the Department of a Subcontract ("Subcontract") with the respective Subcontractor, in the form attached in Exhibit A-2, as set forth in Article 3 Financial Provisions of the Agreement and herein. The Maximum Reimbursable Amount may include (i) costs of insurance incurred by Contractor for Subcontractor(s), and (ii) fee(s) for administrative services in an amount not to exceed the lesser of five (5) percent of the Maximum Reimbursable Amount or five thousand dollars ($5,000), as set forth on Exhibit A-1-a Fiscal Conduit Fees.

2. Contractor shall itself comply and ensure that each Subcontractor complies with the following requirements:

    a. Contractor and each Subcontractor is a community based not-for-profit organization or other public service organization.
    b. 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.
    c. 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.
    d. 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.
    e. 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.
    f. Designated Program Services delivered in public or private schools:
        1. shall not be restricted to students who attend the school or their families;
        2. shall be publicly advertised in a manner calculated to invite participation on a non-discriminatory basis by students and families in the community;
        3. shall be limited to out-of-school time activities or other proper public purposes; and
        4. shall be provided only at times other than the regularly scheduled school day.

3. 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 any 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 staff, paid or volunteer, of Contractor or any Subcontractor. 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.

FY12 – Over $100,000 FC Discretionary

Exhibit A-1-a: Fiscal Conduit Contractor Fees

Amount	Purpose	Name of Subcontractor

EXHIBIT A-1-b FISCAL CONDUIT CONTRACTOR INFORMATION		
Primary Name:		
Additional Name:		
Name of Executive Director:		
Office Location (Street Address & Suite Number):		
City:	**State:**	**Zip:**
General Telephone (1): **General Telephone (2)**		
Mailing Address:		
City:	**State:**	**Zip:**
Contact Name/Title:		
Contact Telephone:		
Contact Fax:		
Contact Email:		

Board Chairperson Contact Information
Name:
Address:
Telephone Number:
Email Address:

FY12 – Over $100,000 FC Discretionary

Exhibit A-1-c

SUBCONTRACTOR LIST

Subcontractor Name	Award Amount

FY12 – Over $100,000 FC Discretionary

EXHIBIT A-2

SUBCONTRACT

Subcontractor EIN #_____

SUBCONTRACT

This Subcontract ("Subcontract") is made as of the ____ day of _____, 20__, by and between _____, located at _____ ("Fiscal Conduit"), and _____, an organization located at _____ ("Subcontractor").

Recitals:

A. Fiscal Conduit 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. Fiscal Conduit wishes to engage Subcontractor, an organization separate from and independent of Fiscal Conduit, to provide certain Program services not otherwise performed by Fiscal Conduit's paid or unpaid staff, as set forth in Section 2, below ("Services"), and Subcontractor is able and willing to provide the Services.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Fiscal Conduit and Subcontractor hereby agree as follows:

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

2. **Scope of Services:** Subcontractor shall provide the Services described in Subcontract Appendix I, Workscope, attached hereto and made a part hereof, in accordance with all applicable provisions of the Contract, which are incorporated by reference herein.

3. **Payment:**

a. Subject to DYCD approval of this Subcontract, including Subcontract Appendix II, Budget, attached hereto and made a part hereof, and the availability of Program budget funds, Fiscal Conduit shall pay Subcontractor as compensation for the Services an amount not to exceed _____ ("Budget Amount").

b. Payments to Subcontractor shall be made on receipt by Fiscal Conduit of timely, accurate, and complete invoices for actual costs of line items set forth in the Budget.

4. Representations and Warranties:

a. Subcontractor is a community-based not for profit organization or other public service organization with officers and a Board of Directors whose names and addresses are listed on Subcontract Appendix III, Board of Directors, attached hereto.

b. Subcontractor maintains sufficient fiscal and organizational capacity to perform the Services.

c. No officer, director, or managerial employee of Subcontractor is employed by Fiscal Conduit or related by consanguinity, adoption, or affinity to any person engaged by Fiscal Conduit in any management capacity, including as an officer or member of Fiscal Conduit's board of directors.

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

6. Termination: This Agreement will be terminated, suspended, or modified:

a. After ten (10) days prior written notice by Fiscal Conduit to Subcontractor if:

(i) in the sole judgment of Fiscal Conduit or DYCD, Subcontractor has failed to perform in accordance with the terms and conditions of this Subcontract or the Contract, or

(ii) the Program budget is reduced;

b. Immediately upon termination of the Contract.

7. Entire Agreement: This Subcontract contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties or to vary any of the terms herein. Any waiver, alteration, modification, cancellation or replacement of this Subcontract must be agreed upon in writing by the parties and approved in writing, in advance, by DYCD.

APPENDICES

Subcontract Appendix I	Workscope
Subcontract Appendix II	Budget
Subcontract Appendix III	Board of Directors

IN WITNESS WHEREOF, the parties have executed the Subcontract on the date and year set opposite their respective authorized signatures.

Fiscal Conduit:

_____ By: _____
Date (Signature)

_____
(Print Name)

_____
(Title)

Subcontractor:

_____ By: _____
Date (Signature)

_____
(Print Name)

_____
(Title)

Approved:

Department of Youth and Community Development

By: _____

_____
(Print Name)

Deputy Director, _____ Unit
(Title)

_____
(Date)

INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____ 20 ____, before me personally came _____ , 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 _____) 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 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

Subcontract Appendix I Workscope

Subcontractor Information

Organization Name:		**EIN#:**	
Program Name:		**Phone #:**	
Contact Person:		**Email:**	
Site Address:			

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): _____

Summary of Designated Program Services

NOTE: Summary must be consistent with program description and line item budget and relate only to programs funded through this Agreement. (Attach additional pages if space is needed.)

Number of participants/clients to be served: _____

Activities to be provided:

Uses of Discretionary Funds:

Enrollment and Activity Schedules

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

DEMOGRAPHICS: **Indicate the # of clients/participants per:**

Ethnicity	#	Age	#	Borough	#	Gender	#
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:

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

ENROLLMENT PLAN: **Indicate the planned enrollment per quarter.**

7/1-9/30	**10/1-12/31**	**1/1-3/31**	**4/1-6/30**	**Total**

TOTAL UNDUPLICATED ENROLLMENT:_____

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

ONE TIME EVENTS:

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

Location: _____

Department of Youth and Community Development
Subcontract Appendix II Budget

Form Revised 12/08

DYCD ID #:	
Budget Code:	

Fiscal Conduit _____

Subcontract _____

Address: _____

_____

Tel #: _____ **Fax #:** _____

Operating Period: _____ **Through:** _____

Account Code	Budget Category	Budget Amount	Program Amount	Centrally Administered
1100	Salaries and Wages			
1200	Fringe Benefits			
1300	Central Insurance			
2000	Non Staff Services			
3000	OTPS			
4000	Fiscal Conduit Fee			
	TOTAL BUDGET AMOUNT			

Description of Budget Categories:		
Code	**Category**	**Description:**
1100	**Salaries and Wages**	**Employed staff**
1200	**Fringe Benefits**	**Includes Employers FICA, Unemployment Insurance, Medical and other related cost**
1300	**Central Insurance**	**Includes cost allocated to the Fiscal Conduit for enrollment in the Central Insurance Program. This is not reimbursable to Subcontractor or Fiscal Conduit.**

2000	**Non Staff Services**	**Includes costs such as Consultants programmatic in nature such as Coaches, Karate Instructors; In addition you may include Vendor Services which are non programmatic in nature such as Cleaning Services.**
3000	**OTPS**	**Includes costs such as Consumable Supplies, Equipment, Space Cost, Travel, Utilities, Telephone, Participant Cost, Postage, T-shirts, Uniforms, Admissions, Sports Equipment, Internet Usage, Food and refreshments etc.**
4000	**Fiscal Conduit Fee**	**Amount paid to Fiscal Conduit to administer this Agreement.**

Salaries and Wages:

Title	**Amount**

Total	

Note: Attach additional sheet if required

SUBCONTRACT APPENDIX III
BOARD OF DIRECTORS

Name of Organization:

Board Member Name	Board Position	Business Address/Phone	E-Mail Address

(Attach additional pages if needed.)

EXHIBIT A-3

FISCAL CONDUIT CONTRACTOR BUDGET
(FY 12 BUDGET)
Please Click

EXHIBIT B
CONFLICT OF INTEREST
DISCLOSURE AND COMPLIANCE
CERTIFICATION FORM

OFFICE OF THE MAYOR

OFFICE OF CONTRACT SERVICES

253 Broadway – 9th Floor
New York, New York 10007
(212) 788-0010 Fax (212) 788-0049

MARLA G. SIMPSON
Director

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

Printed on paper containing 30% post-consumer material

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