



FY15 – Single Discretionary

### FY 2015 Contract Documents Checklist

For Fiscal Year 2015, Discretionary Contract package(s) require the following documents. 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 2015 – please do not use any previous years' contract documents and please be sure you are completing the correct documents for your contract.

#### **YOU NEED TO PROVIDE THREE (3) ORIGINALS OF YOUR CONTRACT DOCUMENT, INCLUDING:**

- ALL** pages that require signatures.
- [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](#).

#### **YOU NEED TO PROVIDE AT LEAST ONE (1) ORIGINAL:**

- [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 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](mailto:ierenburg@dycd.nyc.gov).
- Broker's Certification (completed, signed and notarized): Attached as Exhibit D ([Standard](#) and [Legal](#)). Please submit with the Certificate of Insurance.
- [VENDEX](#): Please note, VENDEX is only required for vendors that have a contract dollar value equal to or greater than \$100,000.00 and/or have aggregate business that is equal to or greater than \$100,000.00 with the City of New York. If your organization meets one of these criteria, please complete the questionnaires (if new to VENDEX, expired or information changed) or two Certification of No Change forms.
  - [Processing Procedures](#)
  - [VENDEX Forms](#)

#### **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](#).
- 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](mailto:discretionary@dycd.nyc.gov).



**Department of  
Youth & Community  
Development**

Bill Chong  
Commissioner

**Department No.:** \_\_\_\_\_

**Contract ID#:**  
(DYCD USE ONLY) \_\_\_\_\_

**EPIN:** \_\_\_\_\_

**Term of Agreement:** \_\_\_\_\_

**Total Contract Amount:** \_\_\_\_\_

**Name of Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**MOC ID(s):** \_\_\_\_\_

**Type of Service:** \_\_\_\_\_ **Type of Procurement:** DISCRETIONARY

**THIS AGREEMENT**, effective July 1, 2014, between the **CITY OF NEW YORK ("CITY")** acting by and through its **Department of Youth and Community Development ("Department")** having its principal office located at 156 William Street, New York, New York 10038, and \_\_\_\_\_ ("**Contractor**"), a not-for-profit corporation having its principal office located at\_\_\_\_\_.

**RECITALS**

**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 1            TERM**

The term of this Agreement shall be from July 1, 2014 through June 30, 2015. The Department shall have the right to terminate this Agreement without cause provided that written notice of termination is given at least thirty (30) days prior to the effective date of the proposed termination.

**ARTICLE 2            SCOPE OF SERVICES**

A. Contractor shall provide services in the manner and at the levels set forth in the attached Exhibit A-1. Contractor shall submit to the Department, within thirty (30) days of completion of all services under this Agreement, a final report summarizing the services performed under this Agreement, including cumulative quantitative and qualitative data relative to the objectives and general operations of Contractor paid for through this Agreement.

B. Contractor’s provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes. There shall be no religious worship, instruction or proselytizing as part of or in connection with Contractor’s provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

C. 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, 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.

### **ARTICLE 3 FINANCIAL PROVISIONS**

#### **A. Maximum Reimbursable Amount**

The Maximum Reimbursable Amount for this Agreement shall not exceed \_\_\_\_\_ inclusive of out of pocket expenses, in accordance with the budget contained in the attached Exhibit A-2. No liability shall be incurred by the City beyond the amount of such monies.

#### **B. Invoices**

Invoices shall be submitted no more frequently than once every 30 days. The invoices shall be in a form established by the Commissioner and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by the Department. Upon receipt and approval of an invoice, the Department shall remit to Contractor a payment of its approved charges in accord with the deliverable budget contained in Exhibit A-2. The Department shall advance an amount up to a maximum of one-sixth (1/6<sup>th</sup>) of the total contract amount in the initial payment. The City may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this Agreement, or for failure to deliver any required service or work product to the satisfaction of the Department. Payment for the last month of the contract shall be contingent upon approval of the final report and bill by the Department.

#### **C. Audit**

All receipts, management and disbursement of funds provided by the City pursuant to this Agreement, and the books, records and accounts evidencing such receipts, management and disbursements, are subject to audit by the City, including the City Comptroller, pursuant to the powers and responsibilities conferred upon the City by the New York City Charter and the Administrative Code of the City of New York, as well as all orders and regulations promulgated pursuant thereto.

### **ARTICLE 4 INSURANCE AND INDEMNIFICATION**

#### **A. Commercial General Liability Insurance**

Contractor shall maintain Commercial General Liability (“CGL”) insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Agreement. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 0001, and shall be “occurrence” based rather than “claims-made.” Such CGL insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2010 or 2026. In the case where program services are to be offered at a New York City Department of Education (DOE) or a New York City Housing Authority (NYCHA) facility, Contractor will also endorse in Contractor’s CGL insurance DOE or NYCHA, as the case may apply, as an Additional Insured.

#### **B. Workers’ Compensation, Employer’s Liability, and Disability Benefits**

Contractor shall maintain, and shall ensure that each subcontractor maintains, Workers’ Compensation

Insurance, Employer’s Liability Insurance and Disability Benefits Insurance, in accordance with the laws of the State of New York on behalf of, or in regard to, all employees providing services under this Agreement.

C. Commercial Automobile Liability Insurance

If vehicles are used in the provision of services under this Agreement, Contractor shall maintain Commercial Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

D. Professional Liability Insurance

At the Department’s direction, if professional services are provided pursuant to this Agreement, Contractor or its subcontractor, as applicable, shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by Contractor or its subcontractor, as applicable, under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of Contractor or subcontractor, as applicable, or anyone employed by Contractor or subcontractor, as applicable. 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 subcontractor, as applicable, 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.

E. Requirements

Policies of insurance required under this Article 4 shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / “VII” or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from the New York City Law Department. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City. Certificates of Insurance or certified copies of policies for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or upon execution of this Agreement. All such Certificates of Insurance shall be accompanied by either a duly executed “Certification by Broker” in the form contained in Exhibit D or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. Contractor shall provide the City with a copy of any policy required under this paragraph upon the demand for such policy by the Commissioner or the New York City Law Department.

F. Indemnification

Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of any operations of Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this

Agreement or of the laws. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by Contractor, the City shall be partially indemnified by Contractor to the fullest extent permitted by law.

## **ARTICLE 5            CONFLICTS**

### **A.     Procurement of Agreement**

Contractor represents and warrants that Contractor is in compliance with the lobbying registration requirements of the New York City and New York State Lobbying Laws (Admin. Code of the City of New York § 3-211 et seq. and Legislative Law §1-a et seq., respectively) and that any individual or organization who conducted any lobbying on Contractor’s behalf in order to solicit or secure this Agreement or the funding for this Agreement is disclosed on the attached Exhibit C. Contractor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

### **B.     Conflict of Interest**

1. Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with Contractor in the performance of this Agreement.

2. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

3. Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of Contractor if such employment or service would violate Chapter 68 of the Charter.

4. Except as provided in Paragraph 5 below, Contractor’s employees and members of their immediate families, as defined in Paragraph 6 below, may not serve on the Board of Directors of Contractor (“Board”), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

5. If the Board has more than five (5) members, then Contractor’s employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor’s employees and members of their immediate families are prohibited from voting and being present during deliberation and/or voting on any such personnel matters, including but not limited

to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor’s employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

6. Without the prior written consent of the Commissioner, no person may hold a job or position with Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person’s relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of Contractor.

C. Conflict of Interest Policy

1. If required by Section 715-a(a) of the Not-for-Profit Corporation Law, Contractor shall maintain a Conflict of Interest Policy that includes, at a minimum, the following provisions:

- a. A definition of the circumstances that constitute a conflict of interest;
- b. Procedures for disclosing a conflict of interest;
- c. A requirement that the person with the conflict of interest not be present at or participate in Board or committee deliberation or vote on the matter giving rise to such conflict;
- d. A prohibition against any attempt by the person with the conflict to influence improperly the deliberation or voting on the matter giving rise to such conflict;
- e. A requirement that the existence and resolution of the conflict be documented in Contractor’s records, including in the minutes of any meeting at which the conflict was discussed or voted upon;
- f. Procedures for disclosing, addressing, and documenting Related Party Transactions, as defined below, in accordance with Section 715 of the Not-for-Profit Corporation Law; and
- g. A requirement that each director annually submit the statement required pursuant to Article 5, Section C.2, below.

2. The Conflict of Interest Policy shall require that prior to the initial election of any director, and annually thereafter, such director shall complete, sign and submit to the Board Secretary a written statement identifying, to the best of the director’s knowledge, any entity of which such director is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which Contractor has a relationship, and any transaction in which Contractor is a participant and in which the director might have a conflicting interest. The Board Secretary shall provide a copy of all completed statements to the chair of the audit committee or, if there is no audit committee, to the Board Chairperson.

3. The following terms used in their stead, shall, whenever they appear in this Agreement, be construed as follows:

- a. “Related Party” shall mean (i) any director, officer or key employee (as defined in Section 102(a)(25) of the Not-for-Profit Corporation Law) of Contractor or any affiliate of Contractor; (ii) any relative of any director, officer or key employee of Contractor or any affiliate of Contractor; or (iii) any

entity in which any individual described in clauses (i) and (ii) of this definition has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.

b. “Related Party Transaction” shall mean any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which Contractor or any affiliate of Contractor is a participant.

## **ARTICLE 6                    ASSIGNMENT, SUBCONTRACTING, AND USE OF CONSULTANTS**

A. This Agreement shall not be assigned by Contractor in whole or in part without the prior express written consent of the Department. Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. Contractor shall not employ any consultant (whether or not such consultant is a subcontractor) using funds obtained, in whole or in part, under this Agreement without the prior approval by the Department of the consultant. All subcontracts and consulting agreements paid for with funds obtained in whole or in part under this Agreement must be in writing.

B. Contractor must specifically identify in the scope of services and budget attached to this Agreement as Exhibits A-1 and A-2 the nature and value of any subcontract or consultant intended to be paid for with funds obtained, in whole or in part, under this Agreement. Contractor must supply a signed Disclosure and Compliance Certification form for each such subcontractor or consultant, in the form of Exhibit B to this Agreement. Prior to entering into any additional subcontract or consulting agreement intended to be paid for with funds obtained in whole or in part under this Agreement, Contractor shall submit a written request for the approval of the proposed subcontractor or consultant to the Department, giving the name and address of the proposed subcontractor or consultant and the nature and value of the services that it is to perform and furnish, along with a signed Disclosure and Compliance Certification form. At the request of the Department, a copy of the proposed subcontract or consulting agreement shall be submitted to the Department. For subcontracts (including consultants who are subcontractors), the proposed subcontractor’s VENDEX Questionnaire must be submitted, if required, within thirty (30) days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, Contractor shall provide any other information demonstrating that the proposed subcontractor or consultant has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the subcontractor or consultant after receiving all requested information. For proposed subcontracts and consultant agreements that do not exceed Twenty-five Thousand Dollars (\$25,000), the Department’s approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) days of the Department’s receipt of the written request for approval (including the signed Disclosure and Compliance Certification form) or, if applicable, within forty-five (45) days of the Department’s acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. Nothing contained in the agreement between Contractor and the subcontractor or consultant shall impair the rights of the City. Nothing contained in the agreement between Contractor and the subcontractor or consultant, or under the Agreement between the City and Contractor, shall create any contractual relation between the subcontractor or consultant and the City. All subcontractors and consultants shall be specifically bound by Article 1 of Rider 1 attached to this Agreement; the City may enforce such provisions directly against the subcontractor or consultant as if the City were a party to the subcontract or consulting agreement.

D. For determining the value of a subcontract or consulting agreement, all subcontracts and consulting agreements with the same individual or entity shall be aggregated.

E. The Department may revoke the approval of a subcontractor or consultant granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, Contractor shall cause the subcontractor (including any consultant that is a subcontractor) to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. Individual employer-employee contracts are not subcontracts or consultant agreements subject to the requirements of this Section.

## **ARTICLE 7 MISCELLANEOUS**

### **A. Independent Contractor Status**

Contractor and the Department agree that Contractor is an independent contractor, and not an employee of the Department or the City of New York.

### **B. Employees of Contractor**

All experts or consultants or employees of Contractor who are employed by Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City and Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement.

### **C. Non-Discrimination**

Contractor agrees not to engage in any unlawful discriminatory practice as defined and pursuant to the terms of Title VIII of the New York City Administrative Code, the State Human Rights Law, and Federal law.

### **D. Compliance with Law**

Contractor shall render all services under this Agreement in accordance with the applicable provisions of Federal, State and local laws, rules and regulations as are in effect at the time such services are rendered, including all applicable provisions pursuant to the New York Non-Profit Revitalization Act of 2013.

### **E. Retention of Records**

In addition to any other records required to be maintained and/or provided for inspection pursuant to this Agreement, Contractor shall maintain for six (6) years after the final payment or termination of this Agreement, whichever is later, and make available to the Department for inspection, upon reasonable request, the following documents: all financial and work reports, evaluation surveys and audits which reflect the services rendered hereunder and fiscal accountability of all monies appropriated and spent thereby; 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; 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; 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; Contractor's Conflict of Interest Policy, if applicable, pursuant to Not-for-Profit Corporation Law Section 715-a; Contractor's Whistleblower Policy, if applicable, pursuant to Not-for-Profit Corporation Law Section 715-b; the documents concerning the Board's approval of a Related Party Transaction, if applicable, pursuant to Not-for-Profit Corporation Law Section 715; any Related Party's disclosure statement, if applicable, pursuant to Not-for-Profit Corporation Law Section 715-a(c); and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. 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.

F. Conflict of Laws/Forum

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees that any and all claims asserted by or against the City arising under this Agreement shall be heard or determined either in the Federal or State courts located in the City and County of New York.

G. PPB Rules

This contract is subject to the Rules of the Procurement Policy Board of the City of New York, Rules of the City of New York (RCNY), Title 9, §1-01 et seq. In the event of a conflict between the PPB Rules and a provision of this Agreement, the Rules shall take precedence.

H. Additional Applicable Laws and Provisions

This contract is subject to the Investigations Clause and the additional provisions set forth in the attached Rider 1. In addition, Contractor shall complete and execute the attached Tax Affirmation.

I. Notices

All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

**City Contact:**

New York City Department of Youth and Community Development  
156 William Street  
New York, New York 10038  
Attn: General Counsel

**Contractor Contact:**

Attn:

J. Merger

This written Agreement contains all the terms and conditions agreed upon by the parties hereto, 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 hereto, or to vary any of the terms contained herein.

**ARTICLE 8 DISPUTE RESOLUTION**

All disputes between the City and Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of Section 4-09 of the PPB Rules. The procedure for resolving all such disputes set forth in Section 4-09 of the PPB Rules shall be the exclusive means of resolving any such disputes. The dispute resolution provisions of this article and Section 4-09 of the PPB Rules shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

**EXHIBITS**

- Rider 1, including New York City Food Standards
- Exhibit A-1 (Designated Program Services of Fiscal Conduit Contractor and Subcontractor[s]);
- Exhibit A-1-a (Fiscal Conduit Subcontractor Information);
- Exhibit A-1-b (Fiscal Conduit Contractor Information);
- 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);
- Exhibit D (Broker's Certification); and
- Fiscal Manual.

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

**Contractor** **The City of New York Department of Youth and Community Development**

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Caroline Press  
Acting General Counsel

Authorized Agent:

\_\_\_\_\_  
Name (*Print*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (*Print*)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fed. Employer I.D. No.

\_\_\_\_\_  
Department Contract Number

**ACKNOWLEDGEMENT BY CITY**

STATE OF NEW YORK )

:ss:

COUNTY OF NEW YORK )

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came Caroline Press, to me known and known to me to be the Acting 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 she acknowledged to me that 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 Contractor affirms and declares that it 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 Contractor to receive public contracts except-\_\_\_\_\_.

(If none, so state):

Full Name of Contractor:

Address:

City:

State:

Zip:

### CHECK ONE (1) BOX AND INCLUDE APPROPRIATE NUMBER:

- A. Individual or Sole Proprietorship\*  
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 on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder'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 which seek City Contracts.

**RIDER 1**

**ARTICLE 1            INVESTIGATIONS CLAUSE**

A. The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. (1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. (1) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

(2) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 5 below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

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

(2) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also

consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

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

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

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

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under D above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in C(1) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. (1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

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

(3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(4) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

G. In addition to and notwithstanding any other provision of this Agreement the Commissioner or agency head may in his or her sole discretion terminate this Agreement upon not less than three (3) days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by the contractor, or affecting the performance of this contract.

## **ARTICLE 2 VOTER REGISTRATION: NEW YORK CITY CHARTER §1057-a**

### **A. Participating Agencies**

Pursuant to Section 1057-a of the Charter of the City of New York, participating City agencies are required to include in all new or renewed agreements with contractors having regular contact with the public in the daily administration of their business a mandate that they follow the guidelines of the Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; the community boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of

Homeless Services; the Department of Housing Preservation and Development;; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

**B. Distribution of Voter Registration Forms**

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor, if a contractor having regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

(1) The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

(2) The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with application, renewal or recertification for services and change of address relating to such services materials. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon request.

(3) The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form, via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a bank on that system where such a form may be downloaded.

(4) The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage paid New York City Board of Elections voter registration form to or with its application, renewal, recertification and change of address forms.

(5) The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the New York City or New York State Board of Elections.

(6) For the purposes of Part A of this article, the word “contractor” shall be deemed to include subcontractors having regular contract with the public in the daily administration of their business.

(7) The provisions of Part A of this article shall not apply to services that must be provided to prevent actual or potential danger to life, health or safety of any individual or of the public.

**C. Assistance in Completing Forms**

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

(2) In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

(3) If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed

registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

(4) The provision of Part B services by the Contractor may be subject to Department protocols, including one on confidentiality.

**D. Required Statements**

In accordance with Section 1057-a of the Charter of the City of New York, the Contractor hereby agrees as follows:

(1) The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

(2) No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

(3) The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

(4) The Contractor and the Contractor's employees shall not:

(a) seek to influence an applicant's political preference or party designation;

(b) display any political preference or party allegiance;

(c) make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

(d) make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this article are material conditions of this Agreement. In the event the Department receives information that the Contractor is in violation of the provisions of this article, the Department shall review such information and give the Contractor an opportunity to respond. If the Department finds that a violation has occurred, the Department shall have the right to terminate this Agreement and procure the services or work from another source in any manner the Department deems proper. In the event of such termination, the Contractor shall pay to the Department, or the Department in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the Department of completing performance of this Agreement either itself or by engaging another contractor or contractors.

**ARTICLE 3 PARTICIPATION IN AN INTERNATIONAL BOYCOTT: NEW YORK CITY ADMINISTRATIVE CODE §6-114**

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially-owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.

C. The Contractor shall comply in all respects, with the provisions of Section 6-114 of the Administrative Code of the City of New York and the rules and regulations issued by the Comptroller thereunder.

#### **ARTICLE 4 ELECTRONIC FUNDS TRANSFER**

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the Agency or at <http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars (\$25,000) and above.

#### **ARTICLE 5 SUBCONTRACTOR REPORTING SYSTEM THROUGH THE CITY’S PAYEE INFORMATION PORTAL**

A. As of March 2013, the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (“PIP”), available at [www.nyc.gov/pip](http://www.nyc.gov/pip). PIP is a self-service site that allows Contractors and Subcontractors to manage their own contact information, view payments from the City, and enroll in commodity codes to receive solicitations. Contractors and Subcontractors are required to have a PIP account in order to use the new system. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).

B. In March 2013, new contracts valued over one million dollars (\$1,000,000.00) will be required to report subcontract data on-line and in June 2013, all contracts over two hundred fifty thousand dollars (\$250,000.00) will also report Subcontractor information on-line.

C. In order to obtain Subcontractor approval under Article 6 of this Agreement and PPB Rule § 4-13, Contractor is required to list the Subcontractor in the system. For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of Subcontractor work, start and end date of the subcontract and identification of the Subcontractor's industry. Thereafter, Contractor will be required to report in the system the payments made to each Subcontractor within thirty (30) days of making the payment. If any of the required information changes throughout the term of the contract, Contractor will be required to revise the information in the system.

D. Failure of the Contractor to list a Subcontractor and/or to report Subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract.

## **ARTICLE 6 PAID SICK LEAVE**

Contractor shall comply with the Earned Sick Time Act, New York City Administrative Code Title 20, Chapter 8, Sections 20-911 to 20-925, and Chapter 7 of Title 6 of the Rules of the City of New York. Information about the Earned Sick Time Act and notices that must be distributed to employees pursuant to such Act are available on the New York City Department of Consumer Affairs' Web site at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

## **ARTICLE 7 NEW YORK CITY FOOD STANDARDS**

**A. 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 elsewhere in this Agreement, 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.

**B. 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 attached New York City Agency Food Standards 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/living/agency-food-standards.shtml>) for any vending machines to which program participants are granted access.

FY 2015 – Single Discretionary

**NEW YORK CITY FOOD STANDARDS**

**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. 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.
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 actual or perceived age, race, color, creed, national origin, alienage or citizenship status, sex, gender, sexual orientation, disability (including presence of a service dog), marital status, partnership status, military status, or any other class protected from discrimination by federal, state, or local law.
5. Designated Program Services shall not be targeted to specialized populations based on actual or perceived age, race, color, creed, national origin, alienage or citizenship status, sex, gender, sexual orientation, disability (including presence of a service dog), marital status, partnership status, military status, or any other class protected from discrimination by federal, state, or local law 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.

## SERVICE DESCRIPTION

<b>Agency Name:</b>		<b>Contract ID#:</b>	
<b>Program Name:</b>		<b>Phone #:</b>	
<b>Contact Person:</b>		<b>Email:</b>	

**DIRECTIONS:** This summary must be consistent with the program description, purpose of funds and line item budget and relate only to programs funded through this Agreement.

1. **Award ID (AWARD):** This is a 4 digit number. If you do not know your Award ID or purpose of funds, please review the [New York City Council website](#).
2. **Service Type (ST): Please select from the 2-letter codes listed below.**

<b>General Support of Existing Programs:</b>	<b>GA:</b> General Administration	<b>PS:</b> Personnel	<b>UT:</b> Utilities	<b>RT:</b> Rent	
<b>Youth Services:</b>	<b>HW:</b> Homework Assistance and Educational Activities	<b>RS:</b> Recreational and Sports Activities	<b>CA:</b> Cultural Activities	<b>GY:</b> General Youth Development Activities	<b>LS:</b> Leadership Skills
<b>Community Development Services:</b>	<b>SS:</b> Social Services	<b>IS:</b> Immigration Services	<b>NB:</b> Neighborhood Beautification	<b>SH:</b> Self-help Activities	

3. **Service Area (SA): Please select from the geographic areas below.**

Council District:	<b>CD</b> [Enter the number of the Council District]
Community Board:	<b>CB</b> [Enter the number of the Community Board]
Citywide:	<b>City</b>
Boroughwide:	
• Brooklyn:	<b>BK</b>
• Bronx:	<b>BX</b>
• Manhattan:	<b>MN</b>
• Queens:	<b>QN</b>
• Staten Island:	<b>SI</b>

4. **One-Time Event (OTE):** Type “Yes” or “No”.
5. **Number of Participants (NoP):** Please enter the number of participants and clients that you will be serving. **Number of Participants should be unduplicated.**
6. **Dates of Operation (DoO):** Specific dates of operation (e.g., MM/DD/YY).
7. **Days of Week (DoW):** Days that the program is operating (e.g., Monday/M – Friday/F).
8. **Hours:** Hours that the program is operating (e.g., 3-6PM).
9. **Activities and Purpose of Funds:** Please provide a detailed description of the activities that you will be providing and for which the funds will be used.
10. **Site Address (Site):** Address at which the program is operating.
11. **Total Demographic Information:** Enter all demographic information across program(s).

**SERVICE DESCRIPTION DETAIL**

<b><u>1. AWARD</u></b>	<b><u>2. ST</u></b>	<b><u>3. SA</u></b>	<b><u>4. OTE</u></b>	<b><u>5. NoP</u></b>	<b><u>6. DoO</u></b>	<b><u>7. DoW</u></b>	<b><u>8. HOURS</u></b>	<b><u>9. ACTIVITIES AND PURPOSE OF FUNDS</u></b>	<b><u>10. SITE</u></b>
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									
FY 15									

**11. TOTAL DEMOGRAPHIC INFORMATION**

<b>Ethnicity</b>	<b>#</b>	<b>Age</b>	<b>#</b>	<b>Gender</b>	<b>#</b>
White		0-4		Male	
Black		5-9		Female	
Hispanic		10-13			
Asian		14-15			
Native American		16-21			
Other		21+			

**Requesting a Fee Waiver**

Fee is charged for Program Services funded under this Agreement. (Please check applicable box below.)

Yes

No

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.

## CONTRACTOR INFORMATION

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

<b>Board Chairperson Information</b>
<b>Name of Chairperson of the Board:</b>
<b>Address of the Chairperson:</b>
<b>Telephone Number of the Chairperson:</b>
<b>Email Address of Chairperson:</b>






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 and 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 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 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
Phone Number	Email Address

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

**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](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  
BROKER'S CERTIFICATION**

