



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

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

**Designated Program Services**

**THIS AGREEMENT**, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between The City of New York, acting through the Department of Youth and Community Development (“DYCD”), 156 William Street, New York, New York 10038 and

\_\_\_\_\_ (“Contractor”) 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 to support its operations; and

**WHEREAS**, in accordance with Procurement Policy Board Rules Section 1-02(e), an elected City official other than the Mayor or Comptroller has appropriated Discretionary Funds to be applied for the enhancement of Contractor’s youth or community development services (“Designated Program Services”); and

**WHEREAS**, Contractor is ready, willing, and able to use these Discretionary Funds for the benefit of the Designated Program Services;

**NOW, THEREFORE**, the above-named parties agree to be bound as follows:

**[Remainder of page intentionally left blank]**

**ARTICLE I — DEFINITIONS**

**Section 1.01 Definitions**

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

- A.** “City” shall mean The City of New York, its departments and political subdivisions.
- B.** “Comptroller” shall mean the Comptroller of the City of New York.
- C.** “Department” or “DYCD” shall mean the New York City Department of Youth and Community Development, including its constituent divisions and units.
- D.** “Commissioner” shall mean the Commissioner of DY CD or duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his/her authority.
- E.** “Law” or “Laws” shall mean the New York City Charter, the New York City Administrative 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, any ordinance, rule or regulation having the force of law, and common law.
- F.** “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.
- G.** “Contractor” shall refer to the entity providing activities and services funded under this Agreement.
- H.** “Fiscal Agent” shall mean an entity (if any) contracted by the Department to assist in the administration of the Fiscal Affairs of contractors.
- I.** “Fiscal Manual” shall mean set of instructions provided by the Department to the Contractor, documenting the applicable policies and procedures for Contractor to use in such matters as record-keeping, reporting, invoicing and claiming, budgeting, cost allocation, procurement and payroll, as may be amended by the Department.
- J.** “Agency Chief Contracting Officer” shall mean the position delegated authority by the Commissioner to organize and supervise the procurement activity of subordinate agency staff in conjunction with the City Chief Procurement Officer.

## **ARTICLE II — SCOPE OF WORK AND BUDGET**

**Section 2.01 Scope of work.** Contractor shall provide the services and activities in program areas or programs listed and described in the Scope of Work (or “Work Program”) attached hereto as Exhibit A-1. The Department may require Contractor to reduce the scope of services as set forth in the Scope of Work and may unilaterally amend this Agreement and modify the budget consistent with the reduction.

**Section 2.02 Budget.** Contractor shall provide such services and activities in accordance with the Designated Program Services Budget attached hereto as Exhibit A-2. Contractor may submit to the Department, in the manner prescribed in the Fiscal Manual, a request for a modification of the Designated Program Services Budget. Contractor shall not put in to effect the budget modification unless it is approved in writing by the Department.

**Section 2.03 Payment.** The Department shall pay the Contractor an amount not to exceed \$\_\_\_\_\_ for all services provided under the Agreement, on a cost reimbursement basis, upon receipt and approval by the Department of timely, accurate, and complete documentation (as specified in the attached Scope of Work). This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a properly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

**Section 2.04 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 funding source, except upon the express written permission of the Department. Noncompliance with this Section shall constitute a material breach of this Agreement.

### **Section 2.05 Cost Allocation.**

**A.** The Department reserves the right to require the Contractor to fairly and accurately allocate costs which are attributable to the operation of two or more programs among such programs by a method which represents the benefit of such costs to each program. In the event that the Department determines that cost allocation is advisable, the Contractor shall within thirty (30) days of notification by the Department, or, in the event that the Department has so notified the Contractor more than thirty days prior to the effective date of this Agreement, by the effective date of this Agreement, develop and deliver a cost allocation plan for the Department’s approval.

**B.** 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.

**C.** 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 deems the cost allocation plan unsatisfactory in whole or part or in part or determines that such allocated costs have been

incorrectly determined, are not allowable or necessary, or are not properly allocable pursuant to this Agreement and or approved cost allocation plan.

### **ARTICLE III — TERM OF AGREEMENT**

**Section 3.01 Term.** The term of this Agreement shall begin on July 1, 2010 and continue for a period of one (1) years through June 30, 2011.

### **ARTICLE IV — FISCAL PROCEDURES**

**Section 4.01 Cooperation and compliance.** Contractor hereby agrees to fully cooperate and comply with Department directives and guidelines on all fiscal matters related to this Agreement.

**Section 4.02 Bank account.** Contractor shall establish and maintain a separate bank account for the funds obtained from or through the City of New York related to this and all other Contracts with the City, and shall maintain records for such account to track and clearly identify the funds obligated through this Agreement.

**Section 4.03 Initial advance.** The amount of any initial 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 initial advance shall be deposited in the bank account maintained pursuant to Section 4.02. The funds shall be used exclusively for the payment of expenditures and obligations authorized by and properly incurred pursuant to the Budget attached hereto.

**Section 4.04 Financial records, reporting and invoicing.** Contractor shall submit financial reports and invoices to the Department in accordance with the Fiscal Manual, in the form and manner prescribed therein. Contractor shall retain with its copy of each such report or invoice proper and sufficient evidence, vouchers, bills and receipts demonstrating that all expenditures were made in accordance with the terms of this Agreement. These supporting documents 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 Department's Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of \$250.

**B. Extent of competition required.** Subject to any more stringent provisions set forth in the Fiscal Manual for any payment made or obligation undertaken in connection with this Agreement at least three (3) written estimates must be solicited and documented for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of \$25,000. 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 \$5,000 (up to and including \$25,000), the 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 above-stated amounts 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. 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. Except as set forth in subsection A above, Contractor shall make all procurement expenditures by check or credit card.

**C. Equipment.** Subject to any more stringent provisions set forth in the Fiscal Manual, 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 City of New York. Contractor hereby represents that it will properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such property in the manner provided in the Department's Fiscal Manual or otherwise directed by the Department, and shall maintain detailed records concerning such dispositions.

**D. M/WBE suppliers.** Contractor shall make good faith efforts to utilize businesses and individual proprietors listed on the NYC Online Directory of Certified M/WBE Businesses, available at [www.nyc.gov/sbs](http://www.nyc.gov/sbs), 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, including the Scope of Work and Budget under this Agreement, and administered in accordance with the Department's 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 authorized by the Department.

**C. Disallowed costs.** Any cost found to be improperly incurred by the Department, the City, or any auditing entity that examines the fiscal records of the Contractor 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, 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 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.

**Section 4.08 Failure to Expend Funds.** In the event that Contractor fails to expend funds for any part of the budget within the time indicated therein or at the level of expenditures indicated therein, the Department reserves the right to reduce the budget by the amount not expended.

#### **Section 4.09 Provisions Applicable When Fiscal Agent Disburses Funds**

**A. Payment by Fiscal Agent.** Contractor shall have the right to require the Fiscal Agent to make payment for the purchase of such goods, supplies, services, and equipment made by Contractor as are necessary and proper under this Agreement. 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.** 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. The Fiscal Agent shall prepare the payroll checks and supporting materials based on the documents submitted.

**C. Fiscal Agent documentation.** Contractor shall have the right to demand of the Fiscal Agent 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 within a reasonable time of the request: monthly budget and expenditure reports; budgets and budget modifications; and audit reports, where available.

**D. Inspection by Contractor.** Upon reasonable request, Contractor shall have the right to inspect any fiscal documents relating to this Agreement as may be maintained by a Fiscal Agent, if applicable.

## **ARTICLE V — RECORDS, DELIVERABLES, AUDITS AND REPORTS**

**Section 5.01 Records to be maintained.** In addition to any other records required to be maintained or provided, or both, 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 fiscal books, records and accounts reflecting payments made by Contractor for petty cash expenditures; 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; all other contracts 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, the 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 5.05 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 5.06 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 make such audit available to the Department within thirty (30) days after its receipt by the Contractor from the preparing accountant.

**Section 5.07 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 or financial report required to be submitted with such filings, within thirty (30) days of receiving such 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 5.08 Additional audit requirements.** If the Contractor receives funds through this Agreement in excess of \$25,000, such funds must be specifically tracked and accounted for in an audit or financial report referenced in Sections 5.06 or 5.07. If such audits or financial reports do not specifically provide information concerning the funds received through this Agreement, or if the Contractor is not required to file such audits or financial reports, Contractor shall submit to the Department annually, a copy of an audit of the records relating to this Agreement, which shall be performed by an independent certified professional accountant, which audit shall be provided to the Department within thirty (30) days after its receipt by the Contractor from such accountant. Such audit must contain an opinion regarding whether the Contractor's financial statements are in conformity with Generally Accepted Accounting Principles. The audit shall contain a separate opinion of the adequacy of the Contractor's internal controls to safeguard its assets. The Contractor's audits shall comply with the provisions regarding audits set forth in the Fiscal Manual, including terms setting forth the audit period and frequency of audits during the term of this Agreement. In addition, in its sole discretion, the Department may 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 fiscal and programmatic supervisory personnel involved directly or indirectly in the performance of this Agreement. For each listed employee, Contractor shall provide the current salary, all sources of the employee's 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 Chief Operating Officer, 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 any members of its Board of Directors who receive compensation in any form, including but not limited to salary, stipend, per diem payments and 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 hereby acknowledges that neither the City nor the Department is responsible for any agreement into which it has entered concerning the collective bargaining rights of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable federal, state and local laws and regulations which govern the use of funds in connection with union activities.

### **Section 6.05 Recruitment and hiring of staff.**

**A. Maintenance of skilled staff.** Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services 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, or both, 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 that 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 Drug-Free Workplace Policy.

## **ARTICLE VII — PROGRAM FACILITY**

**Section 7.01 Suitability.** Contractor warrants that any facility 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, shall be maintained in a condition suitable for the Agreement contained herein.

**Section 7.02 Signage.** Upon request by the Department, Contractor will prominently display signs inside and outside the facility 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.

## **ARTICLE VIII — CENTRAL INSURANCE PROGRAM**

**Section 8.01 Availability.** If offered to Contractor by the Department, participation in the Mayor’s Office of Contract Services 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 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 Program 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, 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, as described in the Department's Fiscal Manual, to be delivered to the Department within three (3) business days.

## **ARTICLE IX — REPRESENTATIONS AND COVENANTS OF CONTRACTOR**

**Section 9.01 Religious activity.** Contractor represents and warrants that no religious worship, instruction or proselytization will be conducted as part of or in connection with the performance of the services funded through this Agreement. Contractor further represents and warrants that funds received through this Agreement will be used only to support non-sectarian activities and purposes. Violation of this Section is deemed a material breach of this Agreement.

**Section 9.03 Eligibility.** Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the Request for Proposals under which it bid for and was awarded this contract. 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 contract termination.

**Section 9.04 Program services.** 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, alien age 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. 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 approved in writing by the Department, in advance of the application of any such requirement.

**Section 9.05 Allegations of abuse or neglect.** Contractor will notify the Department of any incident or allegation of abuse of a program participant by any of Contractor's administrators or staff, including both paid and volunteer. The term abuse shall mean any physical, sexual, emotional, or verbal abuse, or any other maltreatment of a program participant. 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, as described in the Department's Fiscal Manual, 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 SCR.

**Section 9.06 Security plan.** 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 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 Facility will be maintained throughout the term of this

Agreement. 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.

## **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.

## **ARTICLE XI— SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE**

**Section 11.01 Availability of supportive services and technical assistance.** At its sole discretion, the Department 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 Department 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, regulations, guidelines and administrative memoranda; and (4) issues or matters affecting Contractor's performance under this Agreement.

**Section 11.02 Training.** At its sole discretion, the Department may provide, either directly or through its designee, at the time of an identified need, 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 or technical assistance is identified as a need and is thus made available, Contractor must commit appropriate employees and Board members to attend/participate at training sessions, as instructed by the Department or its designee. Failure to do so, may negatively affect Contractor's performance rating, which could in turn lead to contract termination.

**Section 11.03 Disclaimer.** The technical assistance and training which the Department, in its sole judgment, 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 and Technical Services" is incorporated and made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties undersigned executed this Agreement effective as of the day and year first written above.

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

BY: \_\_\_\_\_  
Everett N. Hughes  
General Counsel

\_\_\_\_\_  
Contractor Name

BY: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Name/Print

\_\_\_\_\_  
Title/Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
DYCD Contract Number

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General Counsel

\_\_\_\_\_  
Contractor Name

BY: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Name/Print

\_\_\_\_\_  
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Youth and Community Development**

BY: \_\_\_\_\_  
Everett N. Hughes  
General Counsel

\_\_\_\_\_  
Contractor Name

BY: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Name/Print

\_\_\_\_\_  
Title/Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
DYCD Contract Number

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

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came Everett N. Hughes, General Counsel of the New York City Department of Youth and Community Development, 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**

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

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came Everett N. Hughes, General Counsel of the New York City Department of Youth and Community Development, 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.

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**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.

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**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.

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**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.

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**NOTARY PUBLIC**

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

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before me personally came Everett N. Hughes, General Counsel of the New York City Department of Youth and Community Development, 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.

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**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.

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**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.

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**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**

**AFFIRMATION**

The undersigned Contractor affirms and declares that said contractor 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: \_\_\_\_\_

\_\_\_\_\_  
(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 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.

***AFFIRMATION***

The undersigned Contractor affirms and declares that said contractor 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: \_\_\_\_\_

---

(Signature)

(Title)

If a corporation, place seal here

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***AFFIRMATION***

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(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\*

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(Signature)

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