

**INTRA-CITY AGREEMENT
BETWEEN
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN'S SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY
DEVELOPMENT**

This Intra-City Agreement ("Agreement"), effective as of June 1, 2019 (the "Effective Date"), is made by and between the City of New York Administration for Children's Services ("ACS"), with offices at 150 William Street, New York, New York 10038, and the New York City Department of Youth and Community Development ("DYCD"), with offices at 2 Lafayette Street, New York, New York 10007.

ACS and DYCD are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties seek to provide high quality, engaging activities, to promote supportive relationships, foster social and emotional well-being, build life skills, cultivate leadership skills and community involvement, and offer opportunities to explore career options that reflect interests and strengths to youth residing at the Horizon Juvenile Center, located at 560 Brook Ave., Bronx, New York 10455 ("ACS Youth"); and

WHEREAS, DYCD and Center for Community Alternatives, Inc. (the "Programming Contractor") entered into an agreement, dated June 1, 2019, in which the Programming Contractor agreed to provide such programming to ACS Youth (the "DYCD Contract").

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

Article I. Term

- A. The term of this Agreement is one (1) month and three (3) years from the Effective Date, expiring on June 30, 2022, unless it is terminated sooner pursuant to this Agreement. Upon expiration of the initial term, the Parties may choose to renew the Agreement for three (3) additional one (1) year terms.
- B. This Agreement may be terminated (1) by either Party upon ninety (90) days' written notice to the other Party, or (2) immediately by mutual written consent of the Parties, or (3) immediately by any Party for cause.
- C. Notwithstanding Article I(C), ACS may, upon at least ten (10) days' written notice to DYCD, suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in ACS' judgment such suspension is required in the best interest of the City. If ACS suspends this Agreement pursuant to this Article I(C), ACS shall not incur or reimburse any

further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. ACS shall reimburse DYCD for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by DYCD on account of the DYCD Contract prior to DYCD's receipt of notice of suspension and falling due during the suspension period shall be reimbursed by ACS in accordance with the terms of this Agreement.

Article II. Programming and Background Checks

A. General

1. DYCD must, and must cause the Programming Contractor to, provide the services required by the DYCD Contract, attached to and made part of, this Agreement as Exhibit B.
2. DYCD must ensure that Contractor Personnel (as defined in Article II(B)(1) below) complete an orientation and training program provided by ACS.
3. DYCD must ensure that the Programming Contractor participates, as requested by ACS, in on-going assessment, evaluation, monitoring and review of programming provided to ACS Youth, including coordination with ACS staff and consultants, and participation in meetings and/or calls.

B. Background Checks

1. DYCD must ensure that the Programming Contractor conducts all screening of, and the verification of the credentials and references (such verification and screening, a "Background Check") of, all current and prospective employees, subcontractors, consultants, interns and volunteers of the Programming Contractor ("Contractor Personnel") performing work under the DYCD Contract in accordance with the law and ACS policies. Such Background Checks may include, but need not be limited to:
 - a. Obtaining current background declarations from each Contractor Personnel indicating criminal conviction records, if any, and conduct a record review through the New York State Division of Criminal Justice Services ("DCJS") for each Contractor Personnel who has the potential for direct contact with ACS Youth;
 - b. (i) Obtaining the written consent of each Contractor Personnel performing work for which there is potential for regular and substantial contact with ACS Youth, or who may have contact with residents (as such term is defined at 28 C.F.R. Part 115.5), for ACS to make inquiry of the Statewide Central Register of Child Abuse and Maltreatment ("SCR") pursuant to section 424-a of the New York State Social Services Law and the Vulnerable Persons' Central Register ("VPCR") Staff Exclusion List ("SEL") pursuant to section 495 of the New York State Social Services Law, (ii) obtaining the written consent of each Contractor Personnel performing work for which there is potential for substantial, unsupervised or unrestricted physical contact with contact with ACS Youth for ACS to request a criminal history background check

conducted by the New York State Justice Center for the Protection of People with Special Needs (“Justice Center CBC”), and (iii) contacting all prior institutional and/or residential care employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse for each Contractor Personnel who may have contact with residents (as such term is defined by 28 C.F.R. Part 115.5);

- c. Providing ACS with all information necessary to enable ACS to make the inquiries to the SCR and SEL and obtain the Justice Center CBCs;
 - d. Making written inquiries to at least three (3) of the applicant's most recent prior employers and use best efforts to obtain a response to such inquiries prior to utilizing the Contractor Personnel to perform work;
 - e. Conducting any other screening, review, inquiry or other record search required by ACS policies or the law.
2. DYCD shall ensure that Contractor is responsible for all costs for Background Checks made in connection with this Agreement.
 3. DYCD must ensure that the Programming Contractor, prior to any Contractor Personnel working with ACS Youth, requires such Contractor Personnel to first receive a health screening/examination as required by ACS policies and the law, which may include, but need not be limited to, (A) the results of a physical health examination and intradermal test for tuberculosis and follow-up x-ray where the intradermal test is positive, and (B) written certification by an appropriate health services provider that the person is able to perform the duties, including the physical exertion requirements, expected of such person should they be employed by the Programming Contractor; and ensuring that such certification shall be retained by the Programming Contractor and available for inspection by ACS in accordance with ACS policies and the law.
 4. DYCD must ensure that Programming Contractor does not use Contractor Personnel to perform work, pending the results of the record review conducted by the DCJS and the inquiry to the SCR, where such Contractor Personnel has the potential for direct contact with ACS Youth, and such Contractor Personnel does not have unsupervised or unrestricted physical contact with an ACS Youth. DYCD must ensure that Programming Contractor does not use Contractor Personnel prior to such Programming Contractor’s receipt of the results of the inquiry to the VPCR related to such person.
 5. DYCD must ensure that Programming Contractor makes decisions to use Contractor Personnel for which adverse information (e.g., arrest, criminal conviction, indicated SCR report, substantiated VPCR report) was found in connection with the Background Check, in accordance with the law, ACS policies, guidelines and regulations promulgated by

OCFS, and guidelines and regulations promulgated by the New York State Justice Center for the Protection of People with Special Needs.

6. DYCD must ensure that if the Programming Contractor employs or otherwise engages Contractor Personnel with adverse information the Programming Contractor (a) maintains documentation of the Background Check of such Contractor Personnel in the Programming Contractor's personnel files, (b) documents the basis for the decision to use such person, which shall be signed and approved by Programming Contractor's executive director or other senior employee of Programming Contractor with authority similar to an executive director, and (c) retains a copy of such documentation in the personnel records of the Contractor Personnel.
 7. DYCD must ensure that Programming Contractor informs ACS of decisions to employ or otherwise engage a Contractor Personnel with adverse information within ten (10) business days (or such other period established by law or ACS policies) of such decision, and provide such records to ACS, if ACS requests, documenting the Background Check of Contractor Personnel and Programming Contractor's decision to utilize or not to utilize Contractor Personnel to provide Programming at an ACS Facility.
 8. DYCD shall require that the Contractor Personnel (a) report or cause a report to be made to the VPCR when such Contractor Personnel has reasonable cause to suspect that an ACS Youth has been abused or maltreated, and (b) notify DYCD and staff identified by ACS when the subject of the report is a Contractor Personnel.
- C. Removal or Exclusion of Contractor Personnel. Whenever ACS shall inform DYCD, in writing, that any Contractor Personnel is, in ACS' opinion, incompetent, unfaithful, or unskilled, DYCD shall cause Programming Contractor to cease using such individual to perform work under the DYCD Agreement.

Article III. Budget and Payment

- A. Maximum Reimbursable Amount. The Maximum Reimbursable Amount for this Agreement shall not exceed two million three hundred twenty-seven thousand five hundred dollars (\$2,327,500.00) in accordance with the budget contained in the attached Exhibit A and incorporated herein. No liability shall be incurred by ACS beyond the amount of such monies.
- B. Intra-City Budget. Within a reasonable amount of time after execution of this Agreement, ACS will initiate an intra-City budget modification to fund DYCD's budget for sixty-two thousand five hundred dollars (\$62,500.00), for the period of June 1, 2019 through June 30, 2019. Thereafter, within thirty (30) days after the beginning of each Fiscal Year, ACS will initiate an intra-City budget modification to fund DYCD's budget for an annualized amount of seven

seven hundred fifty-five thousand dollars (\$755,000.00) for each City fiscal year thereafter, for the remainder of the Agreement term.

- C. Invoices. DYCD shall submit semi-annual invoices to ACS in a form acceptable to ACS.
- D. Payment. ACS will review DYCD invoices and make timely approval of claims via the intra-City payment process. ACS may disallow for payment any expenses or charges which were not authorized or documented in accordance with the terms of this Agreement, or for failure to deliver any required service to the satisfaction of ACS. ACS will inform DYCD of any disallowances.

Article IV. Records, Audits, Reports

- A. Books and Records. DYCD shall maintain separate and accurate books, records, documents, and other evidence, and to utilize appropriate accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
- B. Retention of Records. DYCD shall retain all books, records, documents, other evidence relevant to this Agreement for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, DYCD agrees to waive any objection to the admissibility of any such books, records, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).
- C. Inspection
 - 1. At any time during the Agreement or during the record retention period set forth in this Article III, the City, including ACS and the ACS’s Office of the Inspector General, as well as City, State of New York, and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the DYCD pursuant to this Article III. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of DYCD kept pursuant to this Agreement shall be subject to immediate inspection, review, and

copying by ACS's Office of the Inspector General, the Comptroller, and/or federal auditors without prior notice and at no additional cost to ACS.

2. ACS shall have the right to have representatives of ACS or of the City, State or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession's services in New York State, DYCD shall promptly inform ACS or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

D. Audit

1. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, ACS, and ACS's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources, or otherwise.
2. Audits by the City, including the Comptroller, ACS, and ACS's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the New York City Charter and the New York City Administrative Code ("Admin. Code"), as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.
3. DYCD shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by ACS and by the Comptroller in the exercise of his/her powers under Law.

Article V. Confidentiality

A. General

1. DYCD shall hold, and cause the Programming Contractor to hold, confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data (including information related to each ACS Youth), furnished to, or prepared, assembled or used by, DYCD or a Programming Contractor in connection with this Agreement. DYCD agrees, and shall cause the Programming Contractor to agree, to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that DYCD uses to preserve the

confidentiality of its own confidential information. DYCD agrees, and shall cause the Programming Contractor to agree, that such reports, information, or data shall not be made available to any person or entity without the prior written approval of ACS.

2. The obligation under this Article V to hold reports, information or data confidential shall not apply where DYCD or the Programming Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order, Freedom of Information Law request, or otherwise ("disclosure demand"), provided that DYCD or the Programming Contractor, as applicable, complies with the following: (1) DYCD or, as applicable, the Programming Contractor shall provide advance notice to ACS, in writing or by e-mail, that it received a disclosure demand to disclose such reports, information or data and (2) if requested by ACS, DYCD or, as applicable, the Programming Contractor shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if DYCD or, if applicable, the Programming Contractor is prohibited by law from disclosing to ACS the disclosure demand for such reports, information or data.

B. Notice of Breach. DYCD shall provide, and shall cause the Programming Contractor to provide, notice to ACS within three days of the discovery by DYCD or the Programming Contractor, as appropriate, of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by DYCD or the Programming Contractor in connection with the provision of Programming at an ACS Facility that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"). Upon the discovery of such security breach, DYCD shall take, and shall cause the Programming Contractor to take, reasonable steps to remediate the cause or causes of such breach and shall provide notice to ACS of such steps.

C. Restricting Access to Confidential Information

1. DYCD shall restrict, and shall cause the Programming Contractor to restrict, access to confidential information to persons who have a legitimate work-related purpose to access such information.
2. DYCD agrees that it will instruct, and shall cause the Programming Contractor to instruct, their respective officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. Return of Confidential Information

1. At the request of ACS, DYCD shall return to ACS, and cause the Programming Contractor to return to ACS, any and all confidential information in the possession of DYCD, the Programming Contractor, or their subcontractors. If DYCD, the Programming Contractor, or their subcontractors are legally required to retain any confidential information, DYCD

shall notify ACS in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information.

2. DYCD shall confer, and shall cause the Programming Contractor to confer, with ACS, in good faith, regarding any issues that arise from DYCD retaining such confidential information. If ACS does not request such information or the law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Article IV. Throughout the period that DYCD or a Programming Contractor retains any such confidential information, DYCD and the Programming Contractor shall hold such information as required by this Article IV.

E. Breach

1. A breach of this Article shall constitute a material breach of this Agreement for which ACS may terminate this Agreement.
2. ACS reserves any and all other rights and remedies in the event of unauthorized disclosure.

F. Maintenance of Confidential Information. At the request of ACS, DYCD shall, and shall cause Programming Contractor to, make available to ACS copies of any and all confidential information in the possession of DYCD or Programming Contractor related to the provision of Programming at an ACS Facility.

G. Photo/Video Use. DYCD shall not, and shall not permit the Programming Contractor to publish in any medium the name, or identifying alias, of any ACS Youth, any biographical information that could be used to identify any ACS Youth, any photographs that feature the face or likeness of any ACS Youth, or any photographs that feature unique marks, such as birth marks or tattoos that could be used to identify ACS Youth

Article VI. Miscellaneous

- A. Compliance with Laws. DYCD shall perform, and cause the Programming Contractor to perform, all services under this Agreement in accordance with all applicable laws as are in effect at the time such services are performed and all ACS policies.
- B. Severability/Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision

shall be deemed of no effect and shall, upon notice by either Party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

- C. Notice. Notices required herein shall be in writing and shall be sent by certified mail, return receipt requested, and shall be delivered to the other party at the following addresses:

To DYCD:

NYC Department of Youth and Community Development
2 Lafayette Street
New York, New York 10007
Attention: Deputy Commissioner, Youth Services
Copy to: General Counsel

To ACS:

NYC Administration for Children's Services
150 William Street
New York, New York 10038
Attention: Associate Commissioner, Division of Youth and Family Justice
Copy to: General Counsel

- D. No Third Party Rights. The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties, including the Programming Contractor, against the City or their respective officials and employees.
- E. Entire Agreement. This 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.

[Signature Page Follows]

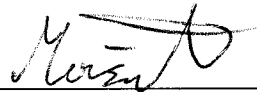
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

City of New York
Administration for Children's Services

City of New York
Administration for Children's Services



Deputy Commissioner
Division of Youth and Family Justice



Deputy Commissioner
Division of Financial Services

City of New York
Department of Youth and Community Development


Signature

Caroline Pell, GC
Print Name

7/25/19
Title

Exhibit A**Annualized Budget for Horizon Afterschool Program**

Organization:	Center for Community Alternatives	EIN: 16-1395992
Personnel Services		
1100	Salaries and Wages	\$ 236,940
	Full Time:	\$ 160,000
	Part Time:	\$ 76,940
1200	Fringe Benefits	\$ 56,786
	Total Personnel Services:	\$ 293,726
Non-Staff Services		
2100	Consultants	\$ 60,200
2200	Subcontractors	\$ 243,165
2300	Stipends and Incentives	\$ 1,000
2400	Vendors	\$ 0
	Total Non-Staff Services:	\$ 322,365
Other Than Personnel Services		
3100	Consumable Supplies	\$ 9,445
3200	Equipment Purchases	\$ 1,500
3300	Equipment Other	\$ 0
3400	Space Costs	\$ 23,240
3500	Travel	\$ 555
3600	Utilities & Telephone	\$ 8,682
3700	Other Operational Costs - Postage/Staff Training	\$ 487
	Other Costs:	\$
	Indirect Costs:	\$ 90,000
	Total Other Than Personnel Services:	\$ 133,909
	DYCD Administrative Fee:	\$ 5,000
	Annualized Total:	\$ 755,000

Exhibit B

DYCD Contract