

**SYEP FOR CURE VIOLENCE
MEMORANDUM OF UNDERSTANDING**

-between -

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

-and-

**THE CITY OF NEW YORK
MAYOR'S OFFICE OF CRIMINAL JUSTICE**

This **INTERAGENCY AGREEMENT** ("Agreement"), effective March 11, 2019, is made by and between the following (each a "Party" and, collectively, the "Parties"): the New York City Mayor's Office of Criminal Justice ("MOCJ"), located at 1 Centre Street, 10th Floor, New York, New York 10007 and the New York City Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, 21st Floor, New York, New York 10007.

WITNESSETH:

WHEREAS, MOCJ advises the Mayor and First Deputy Mayor on criminal justice policy and is the Mayor's representative to the courts, district attorneys, defenders, and state criminal justice agencies, among others; and

WHEREAS, in 2014, the Mayor's Office and the City Council created the Crisis Management System ("CMS"), a comprehensive anti-violence initiative focused upon reducing gun violence throughout New York City; and

WHEREAS, the Office to Prevent Gun Violence ("OPGV") at MOCJ is the primary liaison for the Mayor to the community providers of the CMS; and

WHEREAS, MOCJ funds community-based organizations ("MOCJ Contractors") to provide Anti-Gun Violence Employment Program programming for youth between the ages of 14 and 24 who are serviced through the CMS; and

WHEREAS, DYCD, as the designated Youth Bureau for the City of New York, funds community-based organizations ("SYEP Contractors") to provide Summer Youth Employment Program ("SYEP") programming for youth between the ages of 14 and 21 (and up to age 24 for youth identified as belonging to designated special populations) (collectively, "Participants");

WHEREAS, MOCJ will cause MOCJ Contractors to operate the SYEP program for Participants serviced through the CMS ("SYEP for Cure Violence") during Fiscal Years 2019 through 2022; and

WHEREAS, the Parties have agreed to collaborate on implementation of SYEP for Cure Violence, including a transfer of funds from DYCD to MOCJ.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties agree as follows:

Article 1. TERM

The term of this Agreement is the period of March 11, 2019, through March 10, 2022, unless sooner terminated pursuant to the terms of this Agreement (“Term”). The Parties shall have the option to renew this agreement for one (1) additional three (3) year term, plus such additional renewal terms that the Parties may agree upon based on funding availability and whether contracts issued pursuant to the SYEP Request for Proposals are extended beyond six (6) years, upon written agreement by all Parties.

Article 2. TERMINATION

- A. Either Party may terminate this Agreement without cause: (a) upon thirty (30) days written notice to the other Party; or (b) immediately by mutual written consent of the Parties.
- B. Any Party may terminate this Agreement immediately if, in such Party’s reasonable judgment, just cause exists.
- C. In the event that this Agreement is terminated: (a) each Party shall destroy any Data provided to it pursuant to this Agreement; and (b) the confidentiality provisions set forth herein shall remain in effect in perpetuity.

Article 3. SCOPE OF SERVICES – MOCJ

- A. During the Term, MOCJ shall, either directly or through MOCJ Contractors, provide the following services for SYEP for Cure Violence:
 1. Amend its Contracts with MOCJ Contractors to incorporate and require implementation of SYEP for Cure Violence, according to the Scope of Work for SYEP for Cure Violence (“Scope of Work”), which is attached hereto as Appendix A. The Scope of Work outlines services that MOCJ Contractors shall provide to youth aged 14-15 (“Younger Youth”) and youth aged 16-24 (“Older Youth”), including but not limited to:
 - a. Conducting outreach, assisting prospective Participants with applications, and enrolling and evaluating Participants;
 - b. Developing and facilitating Project-Based Learning Experiences for Younger Youth;
 - c. Developing Work-Based Experiences at Worksites for Older Youth;
 - d. Monitoring Projects and Worksites;

- e. Managing payment of Participants through the payroll vendor designated by DYCD; and
 - f. Responding to and cooperating with DYCD programmatic and fiscal audits;
2. Monitor MOCJ Contractors in order to ensure compliance with the requirements of the SYEP Program, including the Scope of Work attached hereto as Appendix A, the SYEP Manual, which will be distributed by DYCD annually, and the DYCD Fiscal Manual, attached hereto as Appendix B;
 3. Designate one point of contact, plus additional secondary points of contact, to engage regularly with DYCD leadership in order to:
 - a. Provide updates to DYCD on progress and feedback from MOCJ Contractors and MOCJ staff;
 - b. Report back to MOCJ Contractors on action items identified by the Parties;
 - c. With input from DYCD, identify MOCJ Contractors who would benefit from technical assistance/training from DYCD staff, and help coordinate execution of such training;
 - d. With input from DYCD, identify MOCJ Contractor staff whose role is relevant to the subject area(s) to attend orientation, training sessions, and regularly scheduled SYEP meetings required by DYCD; and
 - e. In collaboration with DYCD, assist MOCJ Contractors with resolving any issues, including use of the payroll system and managing payment of SYEP for Cure Violence Participants;
 4. Provide the name and contact information for the MOCJ Community Coordinator and MOCJ Contractor employees who require access to the Participant management system, which shall be approved by DYCD ("Authorized Staff and/or Contractors"). MOCJ shall notify DYCD as soon as practicable of any request to remove an Authorized Staff and/or Contractor's access to the Participant management system where necessary, including but not limited to an Authorized Staff or Contractor's departure or removal from employment with MOCJ or MOCJ Contractor.
- B. MOCJ acknowledges that DYCD may wish to evaluate the SYEP for Cure Violence collaboration. Both MOCJ and DYCD agree to cooperatively work with one another and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

Article 3. SCOPE OF SERVICES – DYCD

- A. During the Term, DYCD shall provide the following services:
1. Designate one point of contact, plus additional secondary points of contact, to engage regularly with designated MOCJ staff in order to:
 - a. Provide updates to MOCJ on progress and feedback from DYCD staff;

- b. Report back to MOCJ on action items identified by DYCD staff;
 - c. Provide input to MOCJ in order to identify MOCJ Contractors who would benefit from technical assistance/training from DYCD staff;
 - d. Notify MOCJ of upcoming orientations, training sessions, and regularly scheduled SYEP meetings relevant to MOCJ Contractor staff; and
 - e. Provide input to MOCJ assisting MOCJ Contractors with resolving any issues, including use of the payroll system and managing payment of SYEP for Cure Violence Participants.
2. Amend any necessary vendor contract(s) to allow Authorized Staff and Contractors access to the Participant management system, to provide training to Authorized Staff and Contractors on use of Participant management system, and to require the vendor to prepare any required tax filings or income withholding associated with the payment of wages to SYEP for Cure Violence Participants.
- B. DYCD shall not be responsible for delivering SYEP for Cure Violence program services to SYEP for Cure Violence Participants, including participant outreach, recruitment, application, selection and enrollment, work readiness training, supportive services, or payment of SYEP for Cure Violence Participants, including distribution of payment cards or collection of SYEP for Cure Violence Participant sign-in sheets/timesheets.
- C. DYCD shall provide MOCJ with funding as set forth in Article 4 herein.

Article 4. BUDGET AND PAYMENT

- A. DYCD will transfer the amount of \$147,750 to MOCJ in the FY20 Executive Plan for MOCJ to cover the provider fees for its Contractors in accordance with the following:
- 1. For the period March 11, 2019, through June 30, 2019, MOCJ shall receive \$44,325; and
 - 2. For the period July 1, 2019, through June 30, 2020, MOCJ shall receive \$103,425.

MOCJ shall reimburse its Contractors at a determined rate per Participant for the specific number of Participants identified in the line item budgets submitted by each MOCJ Contractor, for a total of eighty-five (85) Younger Youth Participants and two hundred fifteen (215) Older Youth Participants for the period March 11, 2019, through June 30, 2020. MOCJ shall reimburse its Contractors for Participants served at a rate not to exceed: six hundred dollars (\$600) per Younger Youth Participant and four hundred fifty dollars (\$450) per Older Youth Participant. MOCJ Contractors shall only be entitled to reimbursement for the number of Participants MOCJ Contractors have actually enrolled and served in accordance with the terms of this Agreement, including Appendix A, Scope of Work, and the line-item budgets approved by MOCJ.

- B. The Office of Management and Budget awarded DYCD \$520,285 in the FY20 January Budget Plan. DYCD shall use the funds to cover the wages to be paid for the SYEP for

Cure Violence program, the payroll processing system fees, workers' compensation, and payroll tax expenses for the period July 1, 2019, through June 30, 2020.

Article 5. NOTICES AND COMMUNICATION

All notices and communication to the Parties under this Agreement shall be delivered via email, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery services that provides a receipt to the sender, and sent to the Parties at the following addresses:

For MOCJ:

Mayor's Office of Criminal Justice
1 Centre Street Suite 1012N
New York, NY 10007
Attn: Jessica Mofield, Deputy Director of the Office to Prevent Gun Violence
jmofield@justice.nyc.gov

For DYCD:

New York City Department of Youth and Community Development
2 Lafayette Street, 18th Floor
New York, NY 10007
Attn: Colette Grant, Director of the Summer Youth Employment Program
cgrant@dycd.nyc.gov

With a copy to:
Caroline Press, General Counsel
2 Lafayette Street, 21st Floor
New York, NY 10007
opress@dycd.nyc.gov

Article 6. RETENTION OF RECORDS

The Parties and their Contractors shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any state or city auditors, including DYCD, and any other persons duly authorized by either Party shall, with reasonable notice to the other Party have full access to and the right to examine any of said materials during said period.

Article 7. COMPLIANCE WITH LAW

- A. The Services rendered under this Agreement shall be performed 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, without limitation, the Civil

Rights Act of 1964, as amended by Executive Order 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.

- B. By entering into this Agreement, each Party affirms that its Agency Privacy Officer has reviewed this Agreement and determined that any disclosure by it of identifying information, as defined by Local Laws 245 and 247 of 2017, is routine. Each Party further affirms that it will seek review and approval from the City Chief Privacy Officer for any non-routine disclosure of identifying information, where necessary.
- C. Pursuant to Local Law 40 of 2011, the Parties understand that this Agreement may be posted on NYC.gov within thirty (30) days of execution.

Article 8. CONFIDENTIALITY

- A. The Parties agree to hold confidential, both during and after the completion or termination of this Agreement, all reports, information, or data obtained, learned, developed, or filed in connection with this Agreement. The Parties agree that such reports, information, or data shall not be made available to any person organization, agency, or other entity, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction and except as provided in Paragraph E of this Section. The Parties 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 the Parties use to preserve the confidentiality of their own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Parties shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the applicable Party provides advance notice to the other, in writing or by e-mail, that it intends to disclose such reports, information or data and the other Party does not respond in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.
- B. Each Party agrees to notify the other Party within three (3) days of the discovery of any breach of security, whether actual or perceived, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Parties that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Party or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Party through which the breach occurred shall: (a) advise the other Party of the incident within 24 hours of discovery; (b) safeguard or destroy the information that would identify the individual whose information is the subject of the breach; (c) forward a written incident report to the other Party expeditiously and not re-disclose the identity of the individual(s) to anyone except as necessary to lawfully

investigate the breach; and (d) take reasonable steps to remediate the cause or causes of such breach, and provide written notice to the other Party of such steps.

- C. The Parties shall restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Parties will instruct their officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.
- D. The Parties, and their officers, employees, and agents shall consult with and cooperate with each other, at any time either during or after completion or termination of this Agreement, on the content of any intended statement to the press or on the content any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Parties shall not issue any statement or submit any material for publication that includes confidential information as prohibited by this Article 8.
- E. At the request of either Party, the Parties shall return to each other any and all confidential information in the possession of the Parties or their subcontractors. If the Parties or their subcontractors are legally required to retain any confidential information, the Parties shall notify each other in writing and set forth the confidential information that they intend to retain and the reasons why they are legally required to retain such information. The Parties shall confer with each other, in good faith, regarding any issues that arise from either Party retaining such confidential information. If the Parties do 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 6.
- F. Either Party may share the results of analysis and research with third parties; provided that any reports shared with third parties shall contain only anonymous, aggregate data on Participants and have been sent or will be sent simultaneously to the other Party. Neither Party shall share any Participant identifying information or Confidential Information with any third parties. Notwithstanding the foregoing, nothing in this Agreement shall limit either Party's use or disclosure of anonymous, aggregate data derived in whole or in part from Participant data, provided that the Party sends such anonymous, aggregate data to the other Party for informational purposes prior to or simultaneous with sending it to such third parties. Furthermore, neither Party shall include any information in any postings made publicly pursuant to the City's Open Data laws without first informing the other Party.
- G. A breach of this Article 8 shall constitute a material breach of this Agreement for which either Party may terminate this Agreement pursuant to Article 2. Both Parties reserve any and all other rights and remedies in the event of unauthorized disclosure.

Article 9. REPRESENTATIONS

MOCJ represents and acknowledges that the SYEP payroll is administered by a vendor, under contract with DYCD, and that DYCD shall not have any legal liability in respect to any good faith or negligent mistakes of the vendor in paying wages based on directions provided by MOCJ and/or DYCD. However, DYCD shall in good faith assist to ensure corrections are made in a timely fashion.

Article 10. 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.

Article 14. MISCELLANEOUS

- A. This Agreement may be modified upon mutual agreement of the Parties as set forth in writing signed by the Parties. It may not be modified orally.
- B. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Agreement unenforceable.
- C. 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.

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

**CITY OF NEW YORK
THE MAYOR'S OFFICE OF
CRIMINAL JUSTICE**

**CITY OF NEW YORK
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT**



Susan Sommer
General Counsel

7/22/19
Date



Caroline Press
General Counsel

7-22-19
Date

Appendix A

Scope of Work for SYEP for Cure Violence

APPENDIX A
SUMMER YOUTH EMPLOYMENT PROGRAM
SCOPE OF WORK
SYEP FOR CURE VIOLENCE

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

- 1) “ADA” means the federal Americans with Disabilities Act.
- 2) “Agreement” means the Standard Human Services Agreement and all Riders and Appendices thereto.
- 3) “City” means New York City.
- 4) “CMS” means the Crisis Management System created by the Mayor’s Office and the City Council to provide a comprehensive anti-violence initiative focused upon reducing gun violence throughout New York City.
- 5) “Contractor” means an organization within the CMS contracted by the Mayor’s Office of Criminal Justice to operate the SYEP for Cure Violence Program.
- 6) “DYCD” means the City Department of Youth and Community Development.
- 7) “DYCD Fiscal Manual” means a set of instructions provided by DYCD documenting the applicable policies and procedures of DYCD for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement, and payroll, as may be amended by DYCD. The DYCD Fiscal Manual is incorporated by reference and may be found online at <https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page>. The DYCD Fiscal Manual is not intended to amend the material terms of Contractor’s Agreement with MOCJ.
- 8) “Enrollment Requirements” mean the minimum documentation required to be presented to Contractor in order to participate in SYEP, including valid Identification, Residency, and Working Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.
 - a) “Identification Documents” means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.
 - b) “Residency Documents” means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant’s parent or guardian if Participant is aged 17 or younger, Participant’s official

school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.

- c) “Working Documents” means proof that the Participant is eligible to work, such as a birth certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Services. Participants under age 18 must also provide age-appropriate New York State employment certificates. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration. Working Documents are required only for Older Youth Participants given a Work Assignment.
- 9) “MOCJ” means the Mayor’s Office of Criminal Justice.
 - 10) “Participant” means a City resident who:
 - a) meets the Enrollment Requirements of SYEP;
 - b) is enrolled in SYEP; and
 - c) as of the first day of the Program Period, is either:
 - i) aged fourteen (14) through fifteen (15) (“Younger Youth Participant”); or
 - ii) aged sixteen (16) through twenty-four (24) (“Older Youth Participant”).
 - 11) “Participant Enrollment Survey” or “PES” means the standardized assessment tool provided by DYCD to Contractor to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Younger Youth Participant’s Project Assignment and each Older Youth Participant’s Work Assignment, as well as Supportive Services for all Participants. The PES consists of several forms, some of which are to be filled out by the Contractor and others by the Participant and the Participant’s parent or guardian if aged 17 or younger.
 - 12) “Private Sector” means for-profit or non-governmental entities, as well as large private, not-for-profit organizations such as hospitals and universities.
 - 13) “Program Facility/ies” means the location/s from which Contractor administers the SYEP Program and provides Program Services as defined herein, including facilities used for Project-Based Learning Experience/s for Younger Youth, and excluding those Work Assignments designated to be provided at Worksites.
 - 14) “Program Period” means a continuous six-week period scheduled each summer by DYCD, during which Younger Youth participate in Project-Based Learning Experience/s and Older Youth participate in Work-Based Experience/s.
 - 15) “Program Services” include, but are not limited to, the following services provided by the Contractor”
 - a) Participant outreach and recruitment;
 - b) Project-Based Learning Experiences development;
 - c) Worksite and Work-Based Experiences development;
 - d) Participant application, selection, and enrollment;

- e) Participant Project-Based Learning/Work-Based Experiences matching and placement, including developing, implementing, and maintaining the PES for each Participant;
 - f) Work Readiness Training;
 - g) Supportive Services; and
 - h) Project-Based Learning/Work-Based Experiences.
- 16) “Project-Based Learning Experience/s” means time spent by Younger Youth Participants participating in project-based learning activities provided by Contractor.
 - 17) “Project Assignment/s” means a project cohort in which a Younger Youth Participant shall be placed for their Project-Based Learning Experience, based on the Contractor’s assessment of the Participants’ age, skills, needs, and interests. Project Assignments shall be developed by the Contractor, and may be developed in conjunction with community partners.
 - 18) “Staff” means all persons, whether paid or volunteer, engaged by Contractor or a subcontractor to provide Program Services pursuant to the Agreement.
 - 19) “State” means New York State.
 - 20) “Supportive Services” include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the Contractor to be necessary for participation in SYEP.
 - 21) “SYEP” means Summer Youth Employment Program.
 - 22) “SYEP Manual” means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD’s policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.
 - 23) “Work Assignment/s” means a job at a Worksite in which an Older Youth Participant shall be placed for their Work-Based Experience, based on the Contractor’s assessment of the participants’ age, skills, needs, and interests. Work Assignments shall be developed by the Contractor in conjunction with the Worksite Sponsor.
 - 24) “Work Readiness Training” means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place prior to the commencement of Project-Based Learning/Work-Based Experiences, and which will incorporate the required curriculum components that will be provided to Contractor by DYCD.
 - 25) “Work-Based Experience/s” means time spent by Older Youth Participants performing work or receiving employment training.
 - 26) “Worksite/s” means SYEP site/s, sponsored by government agencies, not-for-profit, and for-profit organizations (“Worksite Sponsor/s”), at which Work-Based Experiences for Older Youth take place.
 - 27) “Youth with Disabilities” shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

Contractor shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the SYEP Manual, and the DYCD Fiscal Manual, and the high standards of professional quality customary to Contractor’s industry, as follows:

1) SYEP Goals.

- a) Contractor shall provide Program Services consistent with the goal of helping Participants achieve the following objectives:
 - i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;
 - ii) Learn work norms and culture;
 - iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;
 - iv) Build professional networks; and
 - v) Learn to manage money (e.g., budgeting, opening a bank account).
- b) Contractor shall develop Project-Based Learning Experience/s for Younger Youth that:
 - i) Closely match Participants’ interests;
 - ii) Provide enriching career exploration;
 - iii) Emphasize foundational work-readiness;
 - iv) Help foster youth leadership; and
 - v) Develop social and emotional skills.
- c) Contractor shall develop Work-Based Experience/s for Older Youth that:
 - i) Introduce Participants to the world of work and expose Participants to career pathways and opportunities;
 - ii) Help build essential work-readiness skills; and
 - iii) Orient Participants to educational pathways that support career and life goals.

2) Project-Based Learning Experience Development for Younger Youth.

- a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Project Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning Experience.
- b) Contractor shall arrange for fifteen (15) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of ninety (90) hours over the Program Period.

- c) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.
 - d) Contractor should endeavor to develop Project-Based Learning Experience/s that connect to one of the City’s priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.
- 3) Work-Based Experience Development for Older Youth.
- a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Work Assignments in which Participants may be placed to meet the required hours and the goals of the Work-Based Experience.
 - b) Contractor shall arrange for twenty-five (25) hours of Work-Based Experience for each Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.
 - c) Contractor is strongly encouraged to develop Work Assignments in the Private Sector, with a goal of at least forty percent (40%).
 - d) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance, and complies with the permitted working hours for minors under the age of eighteen (18) set by the State Department of Labor.
 - e) Contractor should endeavor to develop Work-Based Experiences that connect to one of the City’s priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.
- 4) Participant Outreach and Recruitment.
- a) During the period late winter through early spring, and before the SYEP applications deadline, which shall be set each year by DYCD, Contractor shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies.
 - b) Contractor shall promote SYEP in, and recruit prospective Participants serviced through the CMS.
 - c) In order to recruit and enroll Participants, Contractor shall work collaboratively with partner agencies, including but not limited to:
 - i) CMS partner agencies;
 - ii) NYCHA, including NYCHA Offices of Resident Economic Empowerment and Sustainability;
 - iii) MOCJ;
 - iv) Mayor’s Action Plan (“MAP”) Partner agencies; and

- v) DYCD's Cornerstone and Beacon Programs in the community.
 - d) Contractor is strongly encouraged to collaborate with MAP Engagement Coordinators (provided by MOCJ) and New York City Police Department (NYPD) Neighborhood Coordination Officers (NCOs) to support community engagement efforts in each MAP development. Additional community resources for recruitment and engagement can include:
 - i) schools;
 - ii) local libraries; and
 - iii) resident associations.
 - e) Contractor shall recruit a number of prospective Participants equal to or greater than the number of Participants Contractor is obligated to enroll.
 - f) Contractor is strongly encouraged to recruit prospective Youth with Disabilities.
 - g) Contractor shall recruit and serve Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations.
- 5) Participant Application, Selection, and Enrollment.
- a) During the period late winter through early spring, and later as necessary, Contractor shall encourage Participants to complete applications and shall assist Participants with their applications. Contractor shall maintain internet-connected computer stations at its Program Facility for youth to apply online using DYCD's online application system, where applicable. Contractor shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the Contractor shall be entered by Contractor into the application management system designated by DYCD.
 - b) Contractor shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:
 - i) Contractor shall notify Participants by email, phone call, and/or text message of the scheduled enrollment dates.
 - ii) Contractor shall verify that each prospective Participant has provided all documents necessary to meet the Enrollment Requirements.
 - iii) Contractor shall take passport-sized photographs of all Participants for use in making SYEP photo identification cards.

- iv) Contractor shall generate and distribute an SYEP photo identification card (“SYEP ID Card”) to each Participant. DYCD shall provide the SYEP ID Card template to the Contractor.
 - v) Contractor shall ensure that a PES is completed for each Participant, using forms provided to Contractor by DYCD (“PES Forms”), and shall maintain PES Forms as a record. Contractor shall use the PES to assess each Participants’ specific interests, strengths, and needs, and to determine the Participant’s Project/Work Assignment and Supportive Services, where necessary.
 - c) Contractor shall enroll Participants in a timely manner. If Contractor is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, Contractor shall notify DYCD and the referral agency, if applicable, of its inability to enroll the Participant and a replacement Participant may be selected and enrolled by Contractor.
 - d) Contractor shall notify DYCD in the event that a Participant enrolled by Contractor withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by Contractor, in which case Contractor shall enroll the replacement Participant.
 - e) If Contractor enrolls a replacement Participant, Contractor will only be considered to have served a single Participant.
 - f) Approximately thirty percent (30%) of Participants enrolled by Contractor shall be Younger Youth and seventy percent (70%) of Participants shall be Older Youth.
 - g) Contractor shall not charge, impose, or request, nor allow any Worksite or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application, participation, or employment of any Participant.
- 6) Work Readiness Training.
- a) During the period May through June, and later as necessary, Contractor shall provide Work Readiness Training for a minimum of four (4) hours for each Younger Youth Participant and a minimum of eight (8) hours for each Older Youth Participant. Contractor may provide Work Readiness Training in a single session or spread Work Readiness Training over two separate days.
 - b) Work Readiness Training must be provided before the Program Period, and Contractor shall ensure that Participants understand that completion of Work Readiness Training is a prerequisite to an offer of a Project/Work Assignment. Contractor shall not allow a Participant to begin a Project-Based Learning/Work-Based Experience until that Participant has completed Work Readiness Training.
 - c) Work Readiness Training shall be unpaid, meaning that Participants will not be compensated for attendance. Contractor shall ensure that Participants understand that they will receive no compensation for attending the session/s. Additionally, Contractor shall ensure that Work Readiness Training is entirely for the benefit of Participants and that Participants do not complete any employment related work or Project-Based Learning Experience/s during Work Readiness Training.

- d) Contractor shall use the Work Readiness Training curriculum provided by DYCD or other DYCD-approved curriculum, and Contractor shall ensure that Work Readiness Training is age appropriate.
 - e) Contractor shall help youth build on foundational employability skills, such as:
 - i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);
 - ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and
 - iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).
 - f) Contractor is strongly encouraged to add additional career exploration activities, which would include, but need not be limited to, guest speakers from promising industries or careers, job shadowing, and field trips.
 - g) Work-Readiness training shall include an orientation, which shall take place close to the beginning of the Program Period. The orientation shall provide SYEP policies and procedures, and cover topics such as payment, opening bank accounts, direct deposit and payment card use, timekeeping, labor laws and rights for youth, dress code, attendance, and cell phone usage.
 - h) Contractor shall monitor, record in writing, verify, and report Participant attendance at Work Readiness Training.
 - i) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.
- 7) Participant Matching and Placement.
- a) During the period May through June, and later as necessary, Contractor shall place each Participant in the Project/Work Assignment that best corresponds with the Participant's needs, goals, and interests, as reflected in the Participant's PES, in order to provide the Participant with opportunities to explore career interests, acquire good work habits and develop employment-related skills. Project/Work Assignments should be appropriate for participants' age, skills, needs, interests, and employment barriers.
 - b) Project Assignments
 - i) Project Assignments should be tailored to meet the developmental needs of youth and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills.
 - ii) Project-Based Learning Experience/s should reinforce those employability skills fostered during Work-Readiness Training.
 - iii) Project Assignments must meet DYCD's minimum standards for Project-Based Learning Experience/s, as outlined in the SYEP Manual.

- iv) Younger Youth Participants will earn a stipend during the Program Period, up to a maximum of fifteen (15) hours per week for each week of the Program Period, for up to a total of ninety (90) hours over the Program Period.
 - v) Project-Based Learning Experience/s must take place at Program Facility/ies.
 - vi) All Participant Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments
- c) Work Assignments
- i) Work Assignments should foster skills-building, including social and emotional skills and youth leadership skills, expose youth to promising career pathways, and advance participants' baseline understanding of the labor market.
 - ii) Contractor shall ensure that all Work Assignments comply with applicable laws and regulations, including but not limited to child labor laws, the ADA, New York State School-Aged Child Care Regulations, and the New York State Department of Health Sanitary Code as it applies to children's camps.
 - iii) Contractor shall provide Participants with written job descriptions defining the tasks and standards for each of their Work Assignments, a copy of which shall be maintained as records in the Participant's file. When Work Assignments require specific proficiencies or competencies, Contractor shall ensure that Worksite Sponsors provide Participants with the training necessary to acquire such skills in a structured manner that logically relates such skill development to Participant's academic and personal development.
 - iv) Older Youth Participants will earn the minimum wage for work performed during the Program Period, up to a maximum of twenty five (25) hours per week for each week of the Program Period, for up to a total of one hundred fifty (150) hours over the Program Period.
 - v) Work-Based Experience/s must take place at Worksites.
 - vi) All Participant Work Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work Assignments
- 8) Project-Based Learning Experience/s for Younger Youth.
- a) During the period July through August, Contractor shall require Project Staff to prepare, maintain, verify, and report written sign-in sheets for each Participant, indicating all hours Participant participated in Project-Based Learning Experience/s, for each week of the Program Period in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.
 - b) Contractor shall solicit feedback on the value and appropriateness of Project Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Program Facility/ies and each Participant's hours of participation, resolving conflicts between Participants and Project Staff, and, where necessary, replacement Project Assignments.

- c) Contractor shall require Project Staff to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.
 - d) Contractor shall monitor, record, verify, and report Participants' attendance at the Project Assignment in accordance with the standards set forth in Article III of this Scope of Work the SYEP Manual.
 - e) DYCD may increase or decrease the required number of Project-Based Learning Experience hours provided to each Participant during the Agreement term or in any renewal term.
 - f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.
- 9) Work-Based Experience/s for Older Youth Participants.
- a) During the period July through August, Contractor shall require each Worksite Sponsor to prepare, maintain, verify, and report written timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite, for each week of the Program Period in accordance with the standards set forth in in Article III of this Scope of Work and the SYEP Manual.
 - b) Contractor shall solicit feedback on the value and appropriateness of Work Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Worksite and Participant work hours, resolving conflicts between Participants and Worksite Sponsor staff, and, where necessary, replacement Work Assignments.
 - c) Contractor shall require each Worksite to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.
 - d) Contractor shall monitor, record, verify, and report Participants' hours worked in accordance with the standards set forth in in Article III of this Scope of Work and the SYEP Manual.
 - e) DYCD may increase or decrease the required number of Work-Based Experience hours provided to each Participant during the Agreement term or in any renewal term.
 - f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's earnings in order to ensure that the Participant completes the survey.
- 10) Supportive Services.
- a) Throughout the duration of the Program Services outlined above, Contractor shall provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations.

- b) All Supportive Services referral agreements between Contractor and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and Contractor.
- c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.
- d) Contractor shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.
- e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom Contractor has entered into a referral agreement.
- f) Contractor shall follow up with respect to each referral to ensure that services were received satisfactorily.

11) Community Partnerships.

- a) Contractor shall secure community partnerships with external entity/ies that enhance Program Services, including with, but not limited to the following external entities:
 - i) Employers and organizations that would support work readiness, skill-development, and career awareness and exposure, including knowledge of career pathways connected to the City's priority sectors;
 - ii) Educational organizations that would enhance program activities (e.g., programs that teach about financial literacy, college access and post-secondary educational options);
 - iii) Organizations that would support Participants' connections to work or education after SYEP completion, including programs or services that would provide participants with career exposure and job opportunities, occupational training, or post-secondary education;
 - iv) Organizations that provide financial literacy and financial counseling and appropriate financial and banking products;
 - v) Organizations or entities that can further develop civic engagement and youth leadership opportunities;
 - vi) Organizations that can connect youth to mentors (e.g., NYC Service, NYC Mentoring Initiative);
 - vii) Other DYCD programs in their community that could provide additional enrichment or supportive services; and
 - viii) Organizations that could provide supportive services to Participants, (e.g., mental health, housing, health, food and nutrition, housing, substance abuse treatment, legal, childcare, financial resources).
- b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

- 1) Contractor shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual and DYCD Fiscal Manual.
- 2) Contractor shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.
- 3) Resources.
 - a) Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services, including enhanced Supportive Services where warranted, and perform necessary administrative functions throughout the Term, including, but not limited to:
 - i) Program evaluation;
 - ii) Implementation of corrective action required by DYCD;
 - iii) Program monitoring;
 - iv) Program research and development, including the preparation of reports required by DYCD; and
 - v) Fiscal reporting, review, audit, and close-out of the Program.
 - b) Contractor shall ensure that appropriate Program Staff are trained to perform programmatic and fiscal monitoring and reporting in accordance with DYCD procedures and requirements, and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, Contractor shall ensure that its Program Staff members have access to computers at the Program Facility, and with the following technological requirements:
 - i) An operating system comparable to Microsoft Windows 7 or greater;
 - ii) Microsoft Internet Explorer 10 or greater;
 - iii) A minimum connection speed of 1 MB per section (basic DSL);
 - iv) Up-to-date antivirus software;
 - v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and
 - vi) Firewall software or hardware.
- 4) Program Facility/ies.
 - a) Contractor shall secure and maintain Program Facility/ies that is/are of appropriate size and design to:
 - i) Adequately accommodate Contractor's staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and

- ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection and Enrollment, Work Readiness Training, payment card distribution, Supportive Services, and SYEP administration.
- b) Program Facility/ies must be accessible by public transportation.
- c) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.
- d) Project Assignments for Younger Youth.
 - i) Contractor shall recruit, identify, and develop a sufficient number of Program Facility/ies and Project Assignments to provide structured Project-Based Learning Experience environments to all Participants. All Project Staff must be able to provide a planned, well-supervised experience for Participants. All Project Assignments must be approved by DYCD; Contractor shall enter information for every Project Assignment into the project management system designated by DYCD and submit the Project Assignment for DYCD approval. Contractor may not place Participants at a Project Assignment without DYCD approval.
 - ii) Each Project Assignment shall maintain a Project Staff-to-Participant ratio no greater than 1:20, ample equipment and supplies, and a safe, hazard-free program environment. Each Project Assignment shall be no more than forty (40) Participants per cohort.
 - iii) Record Keeping. Contractor shall complete the following forms provided by DYCD:
 - (1) A written proposal for each Project-Based Learning Experience, which outlines the Project Staff's obligations and responsibilities related to the operation of the Project Assignment, as well as an acknowledgment of the SYEP terms and conditions; and
 - (2) A written agreement between the Contractor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Project-Based Learning Experience ("Participant Project Referral").
 - iv) Nothing contained in the project proposal or Participant Project Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Project Staff or the Participant.
 - v) Contractor shall submit copies of all project proposals to DYCD for prior approval, and retain the same on file at the Program Facility/ies for review by DYCD. Contractor shall retain all copies of Participant Project Referrals on file for review by DYCD.
 - vi) Contractor shall provide policy and procedures guidelines and in-service orientation to all Project Staff, and ensure that each implements and maintains appropriate policies and procedures specific to SYEP Participants. Such orientation for Project Staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

5) Worksite/s for Older Youth.

- a) Worksite/s must be accessible by public transportation.
- b) Pursuant to the ADA, Worksite/s must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.
- c) Contractor shall recruit, identify, and develop a sufficient number of Worksites and Work Assignments to provide structured work environments to all Participants. All Worksite Sponsors must be able to provide a planned, well-supervised work experience for Participants. All Worksites must be approved by DYCD; Contractor shall enter information for every Worksite into the worksite management system designated by DYCD and submit the Worksite for DYCD approval. Contractor may not place Participants at a Worksite without DYCD approval.
- d) Each Worksite shall maintain a Supervisor-to-Participant ratio no greater than 1:12, ample equipment and supplies, and a safe, hazard-free work environment.
- e) Drug-Free Workplace. Contractor shall ensure that all Worksites comply with the Drug-Free Workplace Requirements outlined in Section 6.04(C) of the Agreement and the SYEP Manual. Contractor shall record in writing, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form provided by DYCD (“Drug-Free Workplace Certificate”) prior to commencing the Work-Based Experience thereat.
- f) Record Keeping.
 - i) Contractor shall complete the following forms provided by DYCD:
 - (1) A written application from each Worksite Sponsor (“Worksite Application”) for each Worksite, which outlines the Worksite Sponsor’s obligations and responsibilities related to the operation of the Worksite, as well as an acknowledgment of the SYEP terms and conditions; and
 - (2) A written agreement between the Worksite Sponsor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant’s Work Assignment (“Participant Worksite Referral”).
 - ii) Nothing contained in either the Worksite Application or the Participant Worksite Referral shall impair DYCD’s rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Worksite Sponsor or Participant.
 - iii) Contractor shall submit copies of all Worksite Applications to DYCD for prior approval, and retain the same on file at the Program Facility/ies for review by DYCD. Contractor shall retain all copies of Participant Worksite Referrals on file for review by DYCD.
 - iv) Copies of all Worksite Applications and Participant Worksite Referrals shall be maintained on file at the Worksite/s.

- g) Guidelines and Orientations.
 - i) Contractor shall provide policy and procedures guidelines and in-service orientation to each Worksite Sponsor, and ensure that each implements and maintains appropriate Worksite policies and procedures specific to the employment of SYEP Participants. Such orientation for Worksite Supervisors and relevant staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.
 - ii) In order to conduct orientations for all Worksite Sponsors, Contractor may choose a schedule that accommodates the needs of Worksite representatives, supervisors and staff, and may conduct joint trainings with other Worksite Sponsors.
 - h) Out of City Worksites. Contractor may secure and maintain Worksite/s at location/s outside the City only under the following circumstances and in accordance with the SYEP Manual:
 - i) Worksite/s must be located in New York State;
 - ii) Worksite/s must be located within one hundred (100) miles of DYCD’s business address at 2 Lafayette Street, New York, NY 10007;
 - iii) Worksite/s must meet the same SYEP requirements as those located within the City; and
 - iv) Contractor shall arrange for safe, convenient, and free transportation to and from Worksite/s facilities outside the City for Participants at these locations.
 - i) Worksite Monitoring. Monitoring of Worksite by Contractor shall include the following:
 - i) Contractor shall visit each Worksite at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP.
 - ii) Contractor shall visit each Worksite at least one (1) time each week during the Program Period to ensure that Participants are working and that the Worksite complies with SYEP policies and procedures.
 - iii) Contractor shall submit a summary of each visit on the form provided by DYCD via the worksite management system designated by DYCD.
- 6) SYEP Participant Compensation.
- a) Contractor shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD (“Payment Management System”), in accordance with the SYEP Manual and the following:
 - i) Contractor shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;
 - ii) Contractor shall cooperate with the payment provider designated by DYCD (“Payment Provider”) and/or DYCD in resolving any payment issues during the Program Period; and
 - iii) Disputes between Contractor and the Payment Provider shall be resolved in accordance with DYCD policies and procedures.

- b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall enter the total number of hours of participation in Project-Based Learning Experience/s by each Younger Youth Participant and hours worked by each Older Youth Participant into the Payment Management System, based on Participants' weekly sign-in sheets/timesheets that have been independently verified by appropriate Contractor staff, in accordance with the following:
- i) For Younger Youth, each completed weekly sign-in sheet must reflect the actual hours of the named Participant and must bear signatures of the following:
 - (1) the named Participant;
 - (2) Project Staff assigned to supervise and verify the hours of participation by the Participant; and
 - (3) a Contractor staff member assigned to verify the Project Staff member's attestation of the hours of participation by the Participant.
 - ii) For Older Youth, each completed weekly timesheet must reflect the actual hours worked by the named Participant and must bear signatures of the following:
 - (1) the named Participant;
 - (2) a representative of the Worksite Sponsor assigned to supervise and verify the hours actually worked by the Participant; and
 - (3) a representative of the Contractor assigned to work with the Worksite Sponsor to verify the Worksite Sponsor's attestation of the hours worked.
- c) Contractor shall regularly monitor for evidence of fraudulent sign-in sheets/timesheets. In the event that Contractor suspects sign-in sheets/timesheets to be fraudulent, Contractor must reach out to the Participant or Project Staff/Worksite Sponsor, as appropriate, to attempt to verify the hours. Disputes about sign-in sheets/timesheets shall be resolved in accordance with DYCD policies and procedures.
- d) Enrollment in Direct Deposit. Contractor shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. Contractor shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.
- e) Payment Cards. If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, Contractor shall be responsible for distributing payment cards to each Participant. Contractor shall be liable for any loss, damage, theft, or misuse of such payment cards from the time Contractor receives their delivery to the time Contractor successfully distributes the same to the Participants. Distribution of such payment cards shall be deemed successful when the same are actually received, and signed for, by the Participants. Contractor shall maintain a log of payment cards that have been distributed to Participants, which must be produced to DYCD upon request.

- f) Contractor shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.
- g) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. Contractor shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.
- h) At the end of the calendar year, the Payment Provider will send IRS Form W-2 directly to Older Youth Participants. Contractor shall be responsible for responding to inquiries regarding IRS Form W-2, as well as for providing replacement Forms.

7) Record Keeping and Reporting.

- a) Contractor shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.
- b) Contractor shall respond, without undue delay, to all requests for Program-related, Facility-related, and/or Worksite-related data from DYCD.
- c) Contractor shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.
- d) Contractor shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.
- e) Contractor shall make, complete, and maintain program records and written reports as required by DYCD, including, but not limited to, the following:
 - i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;
 - ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;
 - iii) Participant application and enrollment documents, including, but not limited to, Identification Documents and Residency Documents, as well as Working Documents for Older Youth;
 - iv) Completed PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;
 - v) Participant Project/Worksite Referrals;
 - vi) Worksite Applications;
 - vii) Original weekly Participant timesheets that have been verified by Contractor and accurately reflect Participant hours spent in Project-Based Learning/Work-Based Experience;
 - viii) Evaluations for each Participant on forms provided by DYCD to Contractor as follows:
 - (1) For Younger Youth Participants:
 - (a) Contractor shall distribute the Participant Evaluation forms to Project Staff.

- (b) Contractor shall require Project Staff to complete two (2) evaluations for each Participant:
 - (i) The first evaluation shall be completed at the end of the third week of the Program Period; and
 - (ii) The second evaluation shall be completed during the final week of the Program Period.
 - (c) Contractor shall collect completed evaluation forms for each Participant from Project Staff.
- (2) For Older Youth Participants:
- (a) Contractor shall distribute the Participant Evaluation forms to each Worksite Sponsor.
 - (b) Contractor shall require each Worksite Sponsor to complete two (2) evaluations for each Participant:
 - (i) The first evaluation shall be completed at the end of the third week of the Program Period; and
 - (ii) The second evaluation shall be completed during the final week of the Program Period.
 - (c) Contractor shall collect completed evaluation forms for each Participant from each Worksite Sponsor.

8) Incident Reporting.

- a) Contractor shall notify DYCD of any incident of abuse by any of Contractor's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services. This notification must be made by telephone or email to DYCD, or a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect"), as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a report submitted through DYCD Connect, if necessary, within three (3) days of such incident. 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.
- b) Contractor shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from Contractor's activities and obligations under the Agreement. Injuries or incidents involving the police, fire department or an ambulance, or inappropriate conduct on the part of Contractor staff, must be reported to DYCD by email as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.
- c) If Contractor is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, Contractor shall also adhere to Section 8.03 of the Agreement.

- 9) Meetings and Trainings. Contractor shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD. Contractor shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.
- 10) Marketing and Materials.
- a) Co-Branding/Marketing.
- i) Contractor shall conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD’s “Co-Branding/Marketing Guidelines,” which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:
- (1) To include DYCD’s logo and the “Summer Youth Employment Program” or “SYEP” language in all Program-related signage, publications, print materials, communications, and advertisements.
 - (2) To post a 311 sign in its Program Facility/ies naming “New York City Department of Youth and Community Development” or “DYCD” as the agency that funds the program services, and lists the City’s hotline for government information and non-emergency services. The Contractor may also include its own name and/or logo in such materials.
 - (3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.
 - (4) To cooperate with DYCD’s marketing and outreach efforts to promote and publicize DYCD-funded services.
- ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for SYEP.
- b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.
- 11) Social Media Policy. Contractor shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

- 1) Staff Requirements.
- a) Contractor shall employ, at a minimum, the following:

- i) A Program Director (full-time for 12 months) with a Bachelor’s degree or higher, in addition to three (3) years of related experience, including experience supervising or managing youth employment programs. The Program Director shall have overall responsibility for effective delivery of Program Services and all administrative tasks, including reporting to DYCD.
 - ii) A Job Developer (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of two (2) years of related experience which may include, but need not be limited to, developing worksites, providing career coaching and counseling, and working in the field of youth workforce development. The Job Developer shall have responsibility for identifying and coordinating development of Worksite Assignments, as outlined in the SYEP Manual.
 - iii) An Education Coordinator (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of three (3) years of related experience working in the field of youth development or youth workforce development and developing project-based experiences. The Education Coordinator shall provide support on creating content for Work Readiness Training and fostering continuous quality improvement through data-informed decision-making and effective supervision and professional development.
 - iv) Seasonal staff able to support the SYEP program and willing to travel to Program Facility/ies and Worksites via public transportation.
- 2) Contractor is encouraged, but not required, to employ a Counselor or Social Worker (full-time or part-time for a minimum of six (6) months) with one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); Credentialed Alcoholism and Substance Abuse Counselor (CASAC); Licensed Mental Health Counselor (LMHC); or a New York State-certified school counselor. The Counselor or Social Worker shall conduct assessments, provide counseling when needed, and provide supportive referrals to help youth complete SYEP and successfully transition to work or educational opportunities.
- 3) Staff Screening and Hiring. Contractor shall recruit, screen, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:
- a) Contractor shall screen the backgrounds of all prospective staff members before hiring or retaining the same, and shall require that all Worksite Sponsors screen the backgrounds of all of their prospective SYEP staff members, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:
 - i) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:
 - (1) sexual misconduct, especially involving minors;
 - (2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;
 - (3) theft of public property;

- (4) bribe receiving or offering;
 - (5) possession or use of lethal weapons of any kind; and
 - (6) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of Participants or other personnel.
- ii) Employment history, including verification of same through direct contact by the Contractor with former employers;
 - iii) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;
 - iv) Military service, including, where appropriate, verification of discharge status; and
 - v) Any other relevant information related to character, conduct, or background.
- b) Before hiring or retaining any prospective Staff member with a criminal conviction history, Contractor shall provide written notification to DYCD of such person's criminal conviction history and, if Contractor determines to move forward with employing the prospective Staff person and if requested by DYCD, share with DYCD Contractor's rationale for moving forward with employment.
 - c) Contractor shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.
 - d) Contractor shall require its Staff members, including Project Staff ("Contractor Staff"), and Worksite Supervisors to report any arrest or criminal conviction to Contractor as soon as possible.
 - i) Upon receiving notice of any criminal conviction of a Contractor Staff member or Worksite Supervisor, the Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.
 - ii) Upon receiving notice of any arrest of a Contractor Staff member or Worksite Supervisor, Contractor shall assess whether:
 - (1) the Contractor Staff member's presence at the Facility poses a threat to Participants, before allowing such Staff member to return to the Facility where Participants are present. If it is determined that the presence of such Contractor Staff member at the Facility poses a threat to Participants, such Contractor Staff member shall be barred from the Facility pending resolution of the criminal matter. Contractor shall ensure that any vacancy resulting from the barring of such Contractor Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV; or
 - (2) the Worksite Sponsor Supervisor's presence at the Worksite poses a threat to Participants, before allowing Participants to return to the Worksite. If it is determined that the presence of such Worksite Supervisor at the Worksite poses a threat to Participants, Contractor will be required to re-assign Participants to an alternative Worksite pending resolution of the criminal matter.

If Contractor's assessment results in a decision to re-assign Contractor Staff member/s or Participant/s, Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.

- 4) Fingerprinting. Contractor shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), undergo background checks, including but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, Contractor shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.
- 5) Personnel Manual. Contractor shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.
- 6) Staff Training in DYCD's Program Approach.
 - a) Promote the Positive Framework. Contractor shall train Staff in a strengths-based framework emphasizing Positive Youth Development (PYD), Social and Emotional Learning (SEL), and Youth Leadership principles and practices to help guide programs to achieve positive outcomes for youth, families and communities. A comprehensive guide to this framework is available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth_Leadership_Development_Framework.pdf.
 - b) DYCD's Circles of Support. Contractor shall train Staff to embody the principles and vision underpinning the Circles of Support family engagement framework, available at: https://www1.nyc.gov/assets/dycd/downloads/pdf/16-5268b_v12SONYC_FamilyEngagement_Brief03739.001.02_FNL.pdf.
 - c) Safe, Welcoming, and Inclusive Environment. Contractor shall train Staff to ensure a safe and welcoming environment for all, regardless of age, culture, or background.
 - i) Contractor shall have protocols for Staff behavior and effective training and supervision to ensure the environment is friendly and supportive and everyone is treated with dignity and respect, starting from the very first encounter with Staff.
 - ii) Contractor shall ensure youth from all backgrounds, including Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ) youth are treated with respect and feel welcomed and supported throughout their participation in Program Services. DYCD has developed guidelines for providing safe, affirming and respectful programs and services for LGBTQ youth, available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.
- 7) Staffing Levels.
 - a) Contractor shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services throughout the Term and any renewal term.

- b) Contractor shall promptly notify DYCD staff in writing as soon as is practicable of any changes in Program Staff, including program and organization management.

ARTICLE V – MISCELLANEOUS

- 1) Headings. Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Scope of Work.
- 2) Notice. In addition to the Notice requirements established in this Agreement, Contractor shall ensure that e-mail addresses are established for both the Program Director and Executive Director.
- 3) Subcontracts. Notwithstanding any provision in Section 3.02 of Appendix A of this Agreement, Contractor shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted.
- 4) Purchase Goals. Contractor shall use best efforts to utilize businesses and individual proprietors listed on the New York City Online Directory of Certified MWBE Businesses as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

Appendix B

DYCD Fiscal Manual



**Department of
Youth & Community
Development**

123 WILLIAM STREET, 18TH FLOOR
NEW YORK, NY 10038

BILL DE BLASIO
MAYOR

BILL CHONG
COMMISSIONER

JAGDEEN PHANOR
CHIEF FINANCIAL OFFICER
BUREAU OF BUDGET AND FINANCE

HHS ACCELERATOR FINANCIALS ASSISTANCE
HELP@MOCS.NYC.GOV

CAFD HELP DESK
646-343-6960

LAST REVISED: JUNE 25, 2018

FISCAL MANUAL FOR HHS ACCELERATOR FINANCIAL USERS

**USERS: CORNERSTONE, YAIP, FATHERHOOD,
IMMIGRATION, RHY, SONYC & COMPASS,
BEACON**

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Appendix of Forms:

The latest version of the forms and documents listed below are available on the DYCD website at:

<http://www.nyc.gov/html/dycd/html/resources/cbo.html>

All applicable forms must be uploaded into HHS Accelerator Financials including:

1. [Audit Cost Allocation Form](#)
2. [Request for Budget Modification 2018](#)
3. [Certificate of Liability Insurance Sample](#)
4. [Certificate of Liability Insurance listing DOE or NYCHA](#)
5. [Certification by Broker](#)
6. [Consultant Agreement](#)
7. [Consultant Agreement Modification Form](#)
8. [EFT Enrollment Form \(Direct Deposit\)](#)
9. [Petty Cash Voucher](#)
10. [Space Rental Cost Allocation Form](#)
11. [Subcontract Agreement](#)
12. [Subcontract Agreement Modification Form](#)
13. [Subcontract Agreement For Fiscal Conduit](#)
14. [Subcontractor Approval Form](#)
15. [Salaries and Wages Justification Details](#)
16. [Equipment Purchase Inventory Report](#)
17. [10% De Minimis Decline Acknowledgement Form](#) (Indirect Costs)

Frequently Used Acronyms:

| | |
|--------|---|
| ACCO: | Agency Chief Contracting Officer |
| CIP: | Central Insurance Program |
| DYCD: | Department of Youth and Community Development |
| EFT: | Electronic Fund Transfer/Direct Deposit |
| EIN #: | Federal Employer Identification Number |
| FMS: | Financial Management System |
| FTE: | Full-Time Equivalent |
| HHS: | Health and Human Services Accelerator |
| PIP: | Payee Information Portal |
| PS: | Personnel Services |
| OTPS: | Other Than Personnel Services |
| SUI: | State Unemployment Insurance |

Introduction and Overview

The Bureau of Budget and Finance (BBF) is responsible for monitoring the fiscal compliance of DYCD's human services contracts. Depending on the funding stream, there are different regulations which govern the administration and expenditure of program funds. To provide guidance to our Providers, DYCD has developed four fiscal manuals based on program and funding sources:

- HHS Accelerator Financials (HHS)
- Comprehensive Contract Management System (CCMS)/ Program Expense Summary Report (PERS)
- Workforce Innovation Opportunity Act (WIOA)
- Fiscal Agent (YMS)

All four manuals are available on DYCD's website in the Fiscal Manuals section under CBO Financial Services.

The requirements outlined in this Fiscal Manual for HHS Accelerator Financials Users apply to Cornerstone, YAIP, Fatherhood, Immigration, Runaway and Homeless Youth, SONYC & COMPASS program providers ("Providers").

New RFP contracts may be required to use HHS Accelerator Financials. Providers will be notified accordingly.

Bureau of Budget and Finance (BBF) Overview

BBF has three units that interact with Providers. Below is a description of each unit and its functions.

Budget Review & Risk Management Unit

Budget Review is responsible for ensuring that budgets and budget modifications are in compliance with City of New York and DYCD rules and regulations regarding budgetary requirements and fiscal accountability. Budget Review is also responsible for providing final approval of all budgets and budget modifications submitted by DYCD Providers.

Budgets and Budget Modifications must be submitted via HHS Accelerator Financials and will be routed to the assigned DYCD Program Manager. Once approved by the DYCD Program Manager, budgets and budget modifications will be routed to Budget Review for final approval.

Risk Management coordinates New York City's Central Insurance Program (CIP) for Providers that do not have their own general liability insurance. CIP includes specific insurance (General Liability, Worker's Compensation and Disability) that pertains to DYCD funded activities.

This unit is also responsible for collecting and maintaining the general liability insurance certificate of each Provider not participating in CIP to ensure compliance with contract insurance requirements.

Contract Agency Payment Unit

The Contract Agency Payment Unit is responsible for receiving HHS Accelerator Financials Invoices, analyzing data, issuing payments and providing guidance on policy decisions for contracts paid through HHS Accelerator Financials.

All contracts will be assigned to a Fiscal Analyst. The Fiscal Analyst will serve as the Provider's contact person for policy and payment inquiries.

Once a contract is registered with the NYC Comptroller's office and there is an active (approved) budget, the Provider will receive a notification from HHS Accelerator Financials. At this point, Providers are eligible to receive a three month initial advance. Initial advances will NO LONGER be automatically issued by DYCD.

Providers must request an initial advance through HHS Accelerator Financials. There is a process in the system for requesting advances. Please indicate "Initial Advance" on your request. See detailed instructions on pages 43-45.

Contract Agency Audit Unit

The Contract Agency Audit Unit is responsible for conducting Audits and Fiscal Field Reviews (FFRs) of funded programs as well as evaluating related audits and reviews performed by independent Certified Public Accountants. This unit also issues Corrective Action Plans, often in conjunction with program staff, and provides technical assistance to Providers.

SECTION ONE

THE BUDGET

BUDGET OVERVIEW

After a contract is awarded and configured in HHS Accelerator Financials, Providers must prepare and submit a budget based on the proposed services, funding availability and contract term.

Below are the main budget categories used by DYCD in HHS Accelerator Financials:

- Personnel Services
- Operations and Support
- Utilities
- Professional Services
- Rent
- Contracted Services
- Indirect Rate
- Unallocated Funds

Completed budgets are submitted via HHS Accelerator Financials and first routed to the assigned DYCD Program Manager(s). The budget will be reviewed by program and fiscal staff within DYCD who will either approve the Budget or return it to the Provider for revision. Providers will receive notifications and alerts in HHS Accelerator Financials when a budget action is required. The final budget approved by DYCD will be included and made a part of the Provider's contract.

General Information

HHS Accelerator Financials utilizes a series of tabs that correspond to various budget categories. Below is information to keep in mind as a DYCD budget is completed.

The first Budget Header in HHS Accelerator Financials (blue tab) will be pre-populated with the DYCD ID #, Budget and Object Code #, Program Name, and the Budget Amount.

| Fiscal Year Budget Information | | | | | |
|--------------------------------|------------|----------------|---------------------|------------------|---|
| Start Date | End Date | FY Budget | YTD Invoiced Amount | Remaining Amount | YTD Actual Paid Amount |
| 07/01/2016 | 06/30/2017 | \$1,000,000.00 | \$0.00 | \$1,000,000.00 | \$0.00 |
| | | | | | <input type="button" value="Save"/> <input type="button" value="Submit"/> |
| 60789A 3551/6950 COMPASS | | | | | \$1,000,000.00 < |
| Documents | | | | | < |
| Advances | | | | | < |
| Assignments | | | | | < |

Operating Period

The term of the contract (start date to end date) may overlap Fiscal Years. The City's Fiscal Year runs from July 1st to June 30th.

HHS Accelerator Financials

The titles utilized in the HHS Accelerator Financials are approved for use in DYCD contracts.

If the contract period overlaps fiscal years, multiple budgets must be prepared. Each budget must reflect the number of months worked in the specific fiscal year to which the budget applies. For example, a 16-month contract starting May 1, 2016 and ending August 31, 2017 would have three budgets (one covering FY 2016 for 2 months, one covering FY 2017 for 12 months and one covering FY 2018 for 2 months).

Providers will submit their budgets through HHS Accelerator Financials. If a contract spans multiple years, the next year's budget template becomes available for submission within the final quarter of the current fiscal year.

Insurance

Providers that choose not to buy into the CIP Insurance Program must provide DYCD with a Certificate of General Liability Insurance, as well as any renewal certificates required during the contract term. Providers are required to have General Liability Insurance in the sum of not less than one million dollars (\$1,000,000) per occurrence to protect Providers themselves and the City of New York and its officials and employees against claims, losses, damages, etc. Required certificates not presented in a timely manner may result in a delay in contract registration or may result in suspension of a contract. The policy must include theft insurance to guard against loss of equipment as a result of a break-in or robbery. Each Provider must be covered for loss due to burglaries, vandalism, fire or floods that affect equipment or furniture that is leased or purchased with DYCD funds. If such equipment is lost or stolen, the Provider must obtain a police report detailing the nature of the incident as well as submit a claim to the insurance carrier. In addition, the Provider must submit an official report to DYCD. The Provider must replace lost or stolen DYCD equipment with funds obtained from settlement of the claim. The Risk Management Unit must receive written notification within fifteen (15) days if the policy is cancelled during the contract term.

Insurance Requirements as of FY2017 (01/05/17)

The New York City Comptroller's Office now requires that the Certificates of General Liability Insurance have the National Association of Insurance Commissioner (NAIC #) included on the right of the page next to the insurer A box.

The City Law Department requires DYCD to ensure that all of the Certificates of General Liability for our contracted Providers contain the following statement in the box labeled "Description of Operations/Locations/Vehicles":

"The City of New York, including its officials and employees, is included as Additional Insured."

Furthermore, Programs located in Department of Education (DOE) or New York City Housing Authority (NYCHA) facilities must carry insurance that covers and names the City of New York and DOE or NYCHA, as the case may be, as Additional Insured. The Certificate for such a program must contain the following statement in the box labeled "Description of Operations/Locations/Vehicles":

“The City of New York, and the Department of Education of the City School District of the City of New York [or New York City Housing Authority], including their officials and employees, are included as an Additional Insured.”

Additionally, each certificate of insurance must be accompanied by a copy of the endorsement that is used for the Provider’s policy. If the endorsement contains a box titled “Location(s) Of Covered Operations,” it must list the location where services are being provided.

If services are provided in in multiple locations, under “Location(s) Of Covered Operations,” the Provider must include the following language: “All locations of operations that are listed in the contract(s)” in lieu of having to list each location where services are provided.

Samples of the Certificates of Insurance and endorsements are available on the DYCD website.

Providers must make available a Certificate of Insurance, together with a Broker’s Certificate, and the Additional Insured Endorsement, to DYCD; providers must also submit any renewal certificates required during the contract term. Required certificates not presented in a timely manner may result in suspension of the contract. DYCD retains the right to enroll a non-compliant Provider in CIP and to withhold 4.5% of the contract to cover the cost of CIP participation.

DYCD no longer requires that the Certificate of General Liability Insurance and the Endorsement be sent directly from an insurance broker. Providers are able to email these proofs of insurance documents directly to DYCDInsurance@dycd.nyc.gov for review.

All other mandatory insurance policies must be made available for inspection by DYCD staff, CPA Auditors, and/or other authorized agents.

Employer’s FICA and MTA Tax are budgeted at 7.99% of total salaries. The maximum of wages taxed for the Social Security portion of FICA can be found at www.ssa.gov. Please note that these rates and dollar amounts are determined by the Federal government and are subject to change.

The Metropolitan Commuter Transportation Mobility Tax is imposed on certain employers and self-employed individuals engaging in business within the Metropolitan Commuter Transportation District (MCTD). The MCTD consists of the five boroughs of New York City.

Employers:

- This tax applies to you if you are required to withhold New York State income tax from wages and your payroll expense exceeds \$312,500 in any calendar quarter.
- Tax rate: 0.34% (.0034) of your payroll expense for employees employed within the MCTD and allocated to your DYCD contract.

Please check the following link for a rate that applies to your organization:

<https://www.tax.ny.gov/bus/mctmt/emp.htm>

State Unemployment Insurance (SUI). For calendar year 2018, SUI is budgeted at the Providers insurance rate for up to and including the first \$11,100 of an employee’s salary. As a result of changes in NYS law, the wage bases will be adjusted annually on January 1. The wage base is the amount of an employee’s wages used to calculate an employer’s Unemployment Insurance contributions. The table below lists the wage bases for 2018-2026.

Please note: Terminated staff as well as new staff hired within the same calendar year must be covered by SUI.

| | | | |
|--------------|----------|--------------|----------|
| January 2017 | \$10,900 | January 2024 | \$12,500 |
| January 2018 | \$11,100 | January 2025 | \$12,800 |
| January 2019 | \$11,400 | January 2026 | \$13,000 |
| January 2020 | \$11,600 | | |
| January 2021 | \$11,800 | | |
| January 2022 | \$12,000 | | |
| January 2023 | \$12,300 | | |

After 2026, the wage base will be adjusted on the first day of January each year to 16 percent of the state's average annual wage.

Medical Benefits, Life Insurance, Pension, Workers Compensation, and Disability costs are to be calculated based upon the Provider’s policies.

COMPLETING THE DYCD BUDGET

Personnel Services Tab refers to programmatic expenses for Salaries and Fringe Benefits. Please keep in mind the following information as you complete the DYCD budget:

Cost Allocation - an employee paid with DYCD funds must perform work related to the DYCD contract. Administrative staff performing work under DYCD contracts must be cost-allocated under Personnel Services or budgeted under the Indirect Costs rate category. Providers may have employees work under multiple program budgets. Estimate the percent of time devoted to each and allocate only the appropriate amount to each program budget. The total of all amount budgeted to one staff person (including programs not funded by DYCD) cannot exceed 100%.

PLEASE NOTE:
New York State’s minimum wage will increase in a series of three annual changes as follows:

| Effective Dates | Hourly Rate |
|-------------------|------------------|
| December 31, 2016 | \$11.00 per hour |
| December 31, 2017 | \$13.00 per hour |
| December 31, 2018 | \$15.00 per hour |

Salaried Employee

For DYCD contracts, a Salaried Employee is defined as a full-time employee who works 35 hours or more per week, is paid on a salary or hourly basis and retains a full-time position with the Provider. A full-time employee shall not be claimed as a part-time employee because their hours are cost-allocated between contracts. For example, if the employee is full-time and is scheduled to work 20% of their time on a DYCD contract, they are still considered a full-time employee per DYCD claiming purposes.

Hourly Employees

For DYCD contracts, a Part Time employee is defined as someone who is scheduled to work less than 35 hours per week and/or is paid on an hourly basis, and retains a part-time employment status with the Provider. A part-time employee is allowed to work more than 35 hours per week during a specific season (e.g. summer) but must maintain an overall part-time status.

Completing Your Budgets:

- Providers must enter each individual position on a separate line. For example, if a provider has 5 Instructors, each Instructor must be listed on a separate line in the detail view of the Personnel Services tab.
- The Annual Hours reflects the total hours each employee works for the organization. The Federal Standard for full time employees is 2,087 hours annually.

The default agency view is the Summary View in a Budget Review task. Providers must click on the Detail View to input staffing information.

Personnel Services - Detail

| | |
|---|------------------------------|
| City Salary & Fringe: \$325,388.00 | Total Positions: 21 |
| City Salary: \$274,514.00 | Total City FTEs: 6.48 |
| City Fringe: \$50,874.00 (18.53%) | |

| | Salaried Positions | Internal ID | Annual Salary | Annual Hours | FY Budget | % City Funded |
|---|---------------------------------|-------------|---------------------|-----------------|---------------------|---------------|
| - | Salaried Positions Total | | \$233,162.00 | 8,320.00 | \$103,042.00 | 44.19% |
| 1 | Budget Manager | | \$78,021.00 | 2,080.00 | \$3,901.00 | 5.00% |
| 2 | Supervisor | | \$70,000.00 | 2,080.00 | \$14,000.00 | 20.00% |
| 3 | Program Director (501) | | \$51,000.00 | 2,080.00 | \$51,000.00 | 100.00% |
| 4 | Program Coordinator | | \$34,141.00 | 2,080.00 | \$34,141.00 | 100.00% |

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| | Hourly Positions | Internal ID | Rate | Annual Hours | FY Budget | % City Funded |
|----|--------------------------------|-------------|---------|------------------|---------------------|----------------|
| - | Hourly Positions Total | | | 11,622.00 | \$171,472.00 | 100.00% |
| 1 | Msw Case Planner | | \$40.00 | 144.00 | \$5,760.00 | 100.00% |
| 2 | Administrative Assistant (612) | | \$15.00 | 1,400.00 | \$21,000.00 | 100.00% |
| 3 | Instructor | | \$20.00 | 335.00 | \$6,700.00 | 100.00% |
| 4 | Instructor | | \$20.00 | 335.00 | \$6,700.00 | 100.00% |
| 5 | Youth Worker | | \$12.00 | 776.00 | \$9,312.00 | 100.00% |
| 6 | Youth Worker | | \$12.00 | 776.00 | \$9,312.00 | 100.00% |
| 7 | Youth Worker | | \$12.00 | 776.00 | \$9,312.00 | 100.00% |
| 8 | Youth Worker | | \$12.00 | 776.00 | \$9,312.00 | 100.00% |
| 9 | Youth Worker | | \$12.00 | 776.00 | \$9,312.00 | 100.00% |
| 10 | Youth Worker | | \$12.00 | 776.00 | \$9,312.00 | 100.00% |

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Fringe Benefits

The maximum rate allowed for fringe benefits is 35%. The rate includes all benefits under the Fringe Benefits category. Fringe Benefits may include FICA, MTA Tax, Unemployment Insurance, Workers Compensation, Disability, Life Insurance, Pension, and Medical Benefits. Effective fiscal year 2017, the minimum Fringe Benefit rate of 7.99% for FICA and MTA tax is required for all contracts.

If a Provider utilizes the service of the Fiscal Agent the minimum allocation for fringe is 12.99%. This represents 7.65% for FICA, .34% for MTA Tax plus a 5% estimated Unemployment Insurance rate.

Practices Related to Personnel Services

If a Provider wants to adjust the salary for an employee included on a DYCD budget, a budget modification would need to be submitted in HHS Accelerator Financials to DYCD for review and approval.

Time sheets for all full-time and part-time employees must be dated and signed by the employee and the employee's supervisor, and are subject to review by DYCD and its designees.

The Executive Director's time sheet must be signed by a member of the Board of Directors. The required director's signature may NOT be replaced by the signature of another member of management (e.g. comptroller or accountant).

Operations and Support Tab (OTPS)

This main category is for programmatic expenses other than Salaries, Fringe Benefits or Non-Staff Services. OTPS tabs within the DYCD budget must be filled out by Providers according to the guidelines set forth by their respective program areas. All allocations must be program related and costs must be pro-rated over the operating period. The following is a description of the OTPS categories:

Office Supplies

Consumable supplies that do not last or are not permanent in nature. This category includes office and maintenance supplies such as pens, stationery, chalk, erasers, towels, cleaning supplies and books.

Facilities Repairs & Maintenance

This category may include the cost of facilities and building maintenance. No renovation or construction projects may be paid with funds from DYCD contracts unless otherwise specified in the contract. However, some repairs may be allowed subject to prior approval by DYCD.

Safety and Health

This category includes expenses for background checks of the Provider's employees and Facility Safety inspections. Violations and fines may not be paid with funds from DYCD contracts.

Waste & Recycling Removal

This category represents cost of waste/recycling removal services. Violations and fines may not be paid with funds from DYCD contracts.

Staff Transportation

Transportation costs refer to costs incurred for local travel by the employees to conduct official business related to the DYCD contract. Travel may be by public transportation, by a Provider's vehicle, or personal automobiles used for Provider business. Costs for the use of a personal automobile will be reimbursed at the maximum rate provided on the IRS website [IRS Standard Mileage Rate](#). A mileage log must be maintained for both personal and business-owned vehicles used to conduct business related to the funded program. Tickets for traffic violations may not be paid for with funds from DYCD contracts. Additionally, costs for employees to commute to and from work may not be paid with funds from DYCD contracts.

Staff Training

This category includes expenses for professional development workshops, conferences and licenses required to maintain professional credentials relevant to the DYCD contract.

Postage

All postage related expenses relevant to the DYCD contract.

Recruitment and Advertising (Client)

Cost of materials associated with recruitment such as flyers, newspaper and online advertisements

Liability, Property, and Other Insurance

Cost of General Liability, Property, and Other Insurance charged to a DYCD contract

Vehicle Insurance

Cost of vehicle insurance associated with the DYCD contract.

Vehicle Operations and Maintenance

Providers must charge expenses for business-owned vehicles such as car maintenance, gasoline and tolls to this category. Provider-owned vehicles used for DYCD purposes must be co-insured with the City of New York as named beneficiary. Tickets for traffic violations may not be paid with funds from DYCD contracts.

Real Estate Tax

This is not an allowable expense for DYCD funded contracts.

Bank Charges

Applies to standard banking fees associated with the DYCD contract. Overdraft fees are not allowable expenses and may not be paid with funds from DYCD contracts.

Printing

Printing costs (e.g., workshop materials, annual report, etc.) with the exception of related costs for recruitment purposes.

Client Transportation

All participant-related travel expenses, e.g., bus trips and local travel, is to be budgeted under this category. Bus companies used for transporting participants must be insured.

Client Supplies & Activities

May include allocations for workshop materials, admission fees on approved field trips, application and licensing fees to assist participants with outcome placement as well as awards, T-shirts, uniforms, sporting and recreational supplies

Client Stipends and Incentives/Bonus

1. Unless the RFP or other contract documents specifically require use of stipends or incentives as part of the program design, the DYCD funded Program must as part of the budget approval process explain, in writing, how the type and amount of incentive/stipend were selected and how the incentive/stipend advance the program. To ensure fair access to and fair distribution of incentives and stipends, DYCD funded programs seeking to use a stipend or incentive must also provide written notification to participants and volunteers regarding the stipend/incentive policy, at the outset of program participation. The notice must explain how the stipend/incentive will work. In addition, a copy of the notice must be provided to DYCD, along with the written explanation of the proposed stipend/incentive program being submitted as part of the budget approval process.
2. Programs will not be able to use program funds to pay volunteers (including mentors) for their time volunteering. Instead, Programs may thank volunteers by offering to defray the cost of their travelling by public transportation to the program location, by providing a subsidized meal or snack, or by recognizing volunteers with a certificate.

All use of program funds for payment of stipends and incentives are subject to review by DYCD program staff, and are also subject to audit by DYCD or DYCD's oversight agencies. Adequate records of expenses for stipends and incentives must be maintained, and those will include invoices for any items purchased and receipts signed by the specific individuals receiving any item.

In addition, appropriate safeguards must be followed. For example, items with a cash value, such as gift cards, must be maintained in a safe or other secure location. In all cases, proper procedures must be followed to make sure that only the intended recipients of the stipend or incentive actually receive them and then that the stipends/incentives are paid/distributed in accordance with the terms of the plan approved by DYCD.

Please note that for programs funded with federal funds, additional limitations do apply, including prohibition of use of federal funds for entertainment costs, compliance with the federal costs principles in 2 CFR Part 200 and programmatic guidelines and requirements that may be provided by certain programs.

Client Stipends

Stipends are only allowed for the benefit of participants (clients) of the program. Stipends may be included as a part of a training program, to assist a participant in acquiring the skills necessary to obtain employment and to subsequently retain employment. A *stipend* means a payment in exchange for program participation and may be paid according to hourly, daily or weekly rates. A stipend must not be used to displace an employee or position, including partial displacement such as a reduction in hours and wages, to avoid hiring salaried workers, or to perform services that would otherwise be performed by an employee, including an employee

who recently resigned or was discharged, an employee who is subject to reduction in workforce, or an employee who is on leave. Stipends may not be used to pay for services being received by the Provider or to avoid payment of FICA, Unemployment Insurance, or Worker's Compensation Insurance. Stipend allocations are to be entered into the Client Stipends field within the OTPS tab. Additionally, any specific guidelines set forth by the respective DYCD Program area, must be followed. All stipends must be pre-approved by DYCD.

Incentive Payments/Bonus

Incentive means money or a money equivalent or something with value used to incentivize program participation. In contrast to a stipend, which is distributed on an ongoing basis, an incentive is paid at the end of a period of time to mark the individual's having done or achieved a goal or end. The incentives covered by this policy are cash or cash equivalents (such as a gift card) in any amount *or* gifts or prizes with value of \$25 or greater. For example, distribution of cartoon stickers to reward school children for regular attendance in a COMPASS program is not covered by this policy. However, giving a \$15 movie theatre gift card to participants who regularly attend a program is acceptable.

All such expenses must be properly supported with documents, such as invoices, that validate the expenses and with signed receipts indicating beneficiaries and time period. Depending on the guidelines set forth by the respective DYCD Program area, additional supporting documents may also be required which may include but not limited to, the Provider's incentive plan and a participant award letter. All supporting documents are subject to audit. Bonus payments to Provider staff, clients and volunteers are not allowed under DYCD contracts.

Prepared Meals

Food that is catered or bought from a restaurant (e.g. pizza, sandwiches, etc). Tips are not an allowable expense and may not be paid with funds from DYCD contracts.

Raw Food

Food that is purchased from a store or supermarket (e.g. juice, water, granola bars, etc).

Other

Expenses which do not fall into any of the categories described above are referred to as Other Operating Cost. Please include a detailed breakdown of the expenses in this category to the Document Vault.

Equipment Tab

Equipment purchases are supplies that are durable or permanent in nature, such as furniture, printers, fax machines, televisions, cameras, and computers. All equipment purchased with DYCD funds must be listed on the budget.

All equipment and/or furniture purchased with DYCD funds is the property of the New York City Department of Youth and Community Development, and must be tagged "Property of DYCD." At the end of the contract, all non-depreciated equipment that still has a useful life and was purchased with DYCD funds must be returned if requested by DYCD. DYCD will consider requests for continued use or other recommended disposition of such equipment, upon termination or non-

renewal of a contract. Contact the assigned Contract Manager regarding continued use or other disposition of equipment.

The Equipment category also includes costs associated with equipment rental, lease, licensing fees, computer software, repair and maintenance of office/programmatic equipment used in the performance of the Provider's operation. All items must be listed in the budget. Maintenance service contracts and payments for equipment repair and maintenance may also be reflected in this category. (Equipment or furniture leased with an option to buy may also become the property of DYCD at the end of the contract.)

An Equipment Purchase Inventory report will be required at the time of invoice submission.

For equipment \$500 or more the following must be provided:

1. Equipment Amount
2. Invoice Amount
3. Item description
4. Serial number
5. Model number
6. Manufacturer
7. Date Purchase
8. Delivery Date

For equipment under \$500:

1. Equipment Amount
2. Invoice Amount
3. Item description
4. Manufacturer
5. Date Purchase
6. Delivery Date

Utilities Tab

This category includes Operations and Support such as:

- Telephone
- Electric
- Water/Sewer
- Oil-Heating
- Gas-Heating
- Security Systems
- Internet Connectivity
- Mobile Phones
- Bundled Communication

Professional Services Tab

This category includes Professional Services such as:

- Accounting Costs
- Legal Costs
- Audit Expense

- Other *any allocation to the Other line must be accompanied with a description in the comments section

Allocations for AmeriCorps or CityYear must be budgeted to this category.

Rent Tab

Space costs include expenses associated with paying for space necessary for the operation of a program. Space Cost is separated into two subcategories that will require additional fields:

Public School

Opening fees and room rentals paid to the Department of Education for school rental costs. Providers must complete a Space Cost Allocation Plan and provide the DOE permit.

Space Cost/Other

All rent, mortgage and other expenses associated with the use of a facility. Along with the budget, the Provider will be required to upload into the Documents tab a copy of their mortgage, lease, or month-to-month rental agreement. In addition, the Provider must upload a completed Space Cost Allocation Form. (Available on the DYCD website) The Agreement will reflect DYCD's allocated portion of the rental or mortgage charges. No renovation or construction projects may be paid with funds from DYCD contracts unless otherwise specified in the contract. Some repairs may be allowed, subject to prior written approval by DYCD.

Contracted Services Tab

Non-Staff Expenditures refers to the following categories: Consultants, Subcontractors and Vendors

Consultants

Consultants are individuals with specific skills retained to perform limited programmatic tasks or to complete program related projects on a temporary and/or limited basis, where the tasks or projects cannot be accomplished by the contractor's staff. The services provided by the Consultant must be related to the program work scope described in the contract. All consultants paid by the DYCD contract are required to be listed in this section.

Consultants cannot be salaried employees of the contractor. Consultants are self-employed individuals who maintain their own service and financial records.

For each consultant listed, a signed and notarized Consultant Agreement along with a recent resume must be uploaded to the Document Tab in the budget. Consultants retained by a Provider must enter into a written agreement detailing the specific tasks to be performed. Consultants will be allowed by DYCD only for those services that cannot be performed by Provider staff. If a consultant's services are required for an extended period, such an individual must be hired as an employee. Consultant Agreements and invoices must be maintained by the Provider for at least six (6) years. Consultant invoices must include the following details: rate, hours, type of services, date of service, consultant signature, and approval by the Provider's Executive Director or his/her designee.

Subcontractors

Subcontractors are independent entities retained to perform specific programmatic services. A Subcontract Agreement will be governed by the terms of the DYCD contract. The maximum percentage of subcontracting allowed is determined by the respective contract or program area contract based on the RFP.

Subcontractor with an annual budget of over \$100,000 will be required to complete the VENDEX (Vendor and Principal Questionnaires) and provide other information about the entity.

Subcontractors are to be listed in the Subcontractor section of the Contracted Services tab of the Budget. For each Subcontractor listed, upload a signed, notarized Subcontract Agreement with the subcontractor's EIN # and a listing of their Board of Directors to the Documents tab of the budget. A prime Contractor shall not enter into any subcontract for the performance of its obligations without prior written approval from DYCD.

After the agreement is made between Prime Contractor and Subcontractor to render services, the subcontractor must be approved by DYCD's Agency Chief Contracting Officer (ACCO) or designee in the Procurement Unit. Otherwise, the Provider runs the risk of *not being reimbursed* for services rendered.

All subcontract agreements submitted for approval must be accompanied with the City of New York Subcontractor Approval Form. Upon approval, DYCD will forward a copy of the approval form to the prime contractor for their records and will also approve the subcontractor in the Payee Information Portal (PIP) system. For more information please visit the PIP system at www.nyc.gov/pip.

The prime Contractor will be required to utilize the City's web based system, PIP, to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Failure of the prime Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the prime contractor in default of the contract and may subject the prime contractor to liquidated damages in the amount of \$100 per day for each day that the prime contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor.

Vendors

Vendors are entities or individuals retained to provide services to the contractor and who do not provide direct program services; examples of services provided by vendors are cleaning, security, etc. Vendor Agreements must be maintained on file at the Provider for a minimum of six (6) years. Providers must follow the purchasing procedures outlined in the Fiscal Manual for the procurement of services from vendors (Section 4).

Unallocated Funds

This category includes allocations for the Central Insurance Program (CIP), Fiscal Agent fees and Van Maintenance fees. These items are covered and paid by DYCD. The costs are non-reimbursable and Providers will not have access to these funds.

Allocations for Sub-Contractor agreements that are pending approvals must go into this category as well. Once the Subcontractor agreement has been approved, the Provider must modify these funds to the Subcontractor line on the Contracted Services tab.

No other items may be included in this tab.

Central Insurance Program

Providers have the option of buying into New York City's Central Insurance Program (CIP). The package offered under this program includes General Liability Insurance, Workers Compensation and Disability Insurance. The insurance does not cover property loss and theft insurance.

The cost of the CIP Insurance Package is 4.5% of the contract's total budget and must be allocated in the Unallocated Funds tab. CIP cannot be purchased for a portion of the contract term. Entering into the Central Insurance Program covers the Provider for the full contract year.

Vehicle Maintenance

If the Provider has been assigned a city-owned vehicle, DYCD will provide maintenance through the Department of Citywide Administrative Services. A total of \$2,000 must be allocated in the Unallocated Funds tab for Vehicle Maintenance. This cost is centrally administered and is not reimbursable.

Fiscal Agent Services

DYCD has contracted with a firm to provide fiscal agent services to DYCD funded contractors. Providers have the option of purchasing the services of the Fiscal Agent who will:

- Establish financial records
- Maintain and report on available Provider budget balance
- Verify invoices
- Provide payroll services and personnel reporting
- Ensure the timely filing and payment of employment-related taxes
- Ensure that Accounts Payable and Ledger system and activities are in accordance with generally accepted accounting practices and procedures
- File Federal Tax Form 941 and 941B
- Prepare W2s, W3s, and 1099s

Fiscal Agent Fees

Fiscal Agent Services fees must be allocated in the Unallocated Funds tab in accordance with the scale indicated below. Separate fees must be allocated for each individual site for master contracts with multiple sites. Effective 7/1/18 the Fiscal agent fee has changed, see below.

| <u>DOLLAR VALUE</u> | <u>FISCAL AGENT SERVICE FEES</u> |
|---------------------|----------------------------------|
| \$2,500 - \$25,000 | \$420 |
| \$25,001 and Over | 3% of each sub budget |

Note:

There is no Fiscal Agent fee required for Providers with standalone Discretionary contracts, valued under \$25,000. A Provider that chooses to be placed under, or is mandated to use, the services of the Fiscal Agent must have all of its non WIOA DYCD contracts administered by the Fiscal Agent. The Fiscal Agent fees are centrally administered costs and are not reimbursable. Those agencies mandated for Fiscal Agent services will receive written notification from DYCD.

Indirect Rate (Indirect Costs)

DYCD reimburses Providers for all contractual costs based on an expense line-item on the submitted invoice (this applies to both direct and indirect costs). While the Indirect Cost calculation is based on the percentage identified by the Provider for that contract, we reimburse Providers based on a monthly expense report submission where Providers would specify the amount under all items including the Indirect Cost line-item. A Provider may only claim the pro-rated monthly average for indirect cost (i.e., if a provider has an approved 12-month indirect allocation of \$12,000, the monthly claim should not exceed \$1,000 (1/12th). Front loading of indirect costs is not allowed.

The Indirect Rate category is used to capture overhead costs incurred by a Provider that operates several programs and has administrative costs that cannot be identified as a direct cost to a specific program. Providers with multiple programs where some administrative costs are shared may incur indirect costs.

EFFECTIVE FOR ALL FY18 CONTRACTS AND GOING FORWARD, DYCD WILL BE INCREASING THE REIMBURSABLE PROVIDER INDIRECT RATE FROM 10% TO 12%.

The maximum Indirect Cost rate allowed by DYCD is 12% of the total budget amount; except for those contracts utilizing federal funds subject to the federal Uniform Guidance at 2 CFR Part 200 (see below). All Indirect Cost over 10% requires documentation certifying the indirect cost rate.

PLEASE SEE BELOW FOR WHAT IS REQUIRED FOR FEDERALLY-FUNDED CONTRACTS AS WELL AS CITY TAX LEVY (CTL) AND OTHER NON-FEDERAL CONTRACTS.

Federal Funded Contracts:

- If Provider has an approved federal indirect cost rate issued by a federal “cognizant agency”, DYCD will honor the rate. A copy of the federal approved rate letter must be submitted to DYCD with the budget.
- If Provider has a federal indirect cost rate greater than 10% and is willing to accept a lower rate, the Provider must complete a DYCD decline form acknowledging its willingness to accept a lower rate. See: [10% De Minimis Decline Acknowledgement Form](#).
- If Provider never had a federal indirect cost rate, DYCD will allow up to 10% De Minimis Rate.
- If Provider has an indirect rate higher than 10% but does not have a federal approved rate, an independent CPA letter certifying the provider’s indirect cost must be submitted to DYCD with the budget. DYCD will then allow reimbursement of indirect costs up to a

maximum of 12% utilizing CTL funds but in no event greater than an increase of two percent of the indirect costs.

Non-Federal Funded Contracts:

- If Provider does not have an indirect cost rate, DYCD will allow up to a maximum of 10% of indirect cost rate.
- If Provider has an indirect rate higher than 10%, DYCD will allow an increase up to a maximum of 12%. A CPA letter certifying the indirect cost rate must be submitted with the budget to DYCD.

HHS Accelerator Financials may display a rate higher than 10%-12%, so please disregard HHS Accelerator Financials calculations. The HHS Indirect rate is not calculated based on the total budget amount.

Any of the generally accepted methods of calculating and allocating indirect cost may be used. It is the responsibility of the Provider to maintain documentation to justify the percentage and allocation plan used to arrive at the indirect cost rate. This documentation must be made available upon request.

Note:

The category “Indirect Rate” cannot be used by Providers administered through the Fiscal Agent since all costs must be itemized.

Uniform Grant Guidance re: Indirect Cost

**SECTION ON UNIFORM GRANT GUIDANCE
ONLY APPLIES TO FEDERALLY FUNDED CONTRACTS
INCLUDING: CSBG, CDBG & WIOA**

Under the Uniform Grant Guidance, DYCD must honor a Provider’s (subrecipient’s) federally negotiated rate agreement, or use a 10% Modified Total Direct Cost (MTDC) *de minimis* rate if a Provider does not have one.

If the Provider never received a federally negotiated indirect cost rate, the Provider can elect to charge a *de minimis* rate of 10% of MTDC. A *de minimis* rate of 10% of MTDC is an automatic rate without any review of actual costs. This means that DYCD will honor your request for a 10% *de minimis* rate without requiring documentation of actual costs.

The federal definition of Modified Total Direct Cost (MTDC) includes:

- Direct salaries and wages
- Applicable fringe benefits
- Materials and supplies
- Services
- Travel
- Up to the first \$25,000 of each subcontract

MTDC excludes:

- Equipment that costs at least \$5,000
- Capital expenditures

- Charges for patient care
- Rental costs for off-site facilities
- Tuition remission, scholarships and fellowships
- Participant Support Costs, such as stipends and travel allowances

To simplify the MTDC calculation, follow this process:

From the total contract budget amount:

- (1) Deduct the dollar amount for any planned equipment purchase for an item(s) costing greater than \$5,000;
- (2) Deduct the excess dollar amount of any subcontract valued at over \$25,000 – for example, deduct \$5,000 from a \$30,000 subcontract;
- (3) Add these two amounts and then subtract the result from the total contract budget amount, this gives you the Modified Total Direct Cost (MTDC) base;
- (4) Multiply the MTDC base by 10% to calculate the Indirect Cost amount for the DYCD federally funded contract.

Example:

If a Provider has a federally funded DYCD contract with a budget of \$100,000 and plans to buy a \$6,000 Supercomputer and to subcontract out \$29,000 worth of services, calculate the Modified Total Direct Cost (MTDC) by subtracting \$6,000 (equipment cost) and \$4,000 (excess over \$25,000) from the \$100,000 contract budget amount. This would result in \$100,000 minus \$10,000, resulting in **\$90,000** as the MTDC. Now calculate 10% of the MTDC (\$90,000) which in this case equals \$9,000. Enter \$9,000 in the Indirect Cost category.

Initial Scenario

| | |
|---------------------------------|-----------|
| Total DYCD CSBG contract | \$100,000 |
| Supercomputer purchase | \$6,000 |
| Subcontract out for services | \$29,000 |

How to Calculate MTDC

| | |
|---|-----------------|
| Total DYCD CSBG contract | \$100,000 |
| Subtract \$6,000 for equipment | 6,000 |
| Subtract \$4,000 (excess over 25,000) | 4,000 |
| MTCD | \$90,000 |
| Calculate 10% of MTCD | 10% |
| Amount to be entered in Indirect Cost category | 9,000 |

If, instead, there are no planned equipment purchases and no planned subcontracting, the MTDC would be \$100,000 and the Indirect Costs would be \$10,000.

In summary, you may budget 10% of your Modified Total Direct Costs, as described above, of your federally funded contract amount in the Indirect Cost category without having to provide DYCD with any documents or justification. However, please be aware that adherence to the MTDC guidelines are subject to audit.

If the Provider elects a rate lower than 10%, DYCD requires written acknowledgment that the Provider is declining the 10% de minimis rate and confirmation of the rate it will be claiming on the budget.

Note: The 10% De Minimis Decline Acknowledgement Form is available for download on the DYCD website under Budget Review & Risk Management and appears on the next page.

SECTION TWO

BUDGET MODIFICATIONS

BUDGET MODIFICATION POLICIES AND PROCEDURES OVERVIEW

A Budget Modification does not increase or decrease a contract award amount; it serves to reallocate money between line items of an already approved budget. Changes to the approved and registered budget may be submitted only as they relate directly to the accomplishment of services required in the contract. Once a budget modification is initiated in HHS Accelerator Financials, Providers will not be allowed to submit invoices and will not be able to be paid until the modification is approved.

The last day for budget modifications to be submitted is **April 30th of the Fiscal Year**. Providers with contracts that were registered after mid-March of the fiscal year are exempt from the deadline.

When submitting a Budget Modification through HHS Accelerator Financials:

- Use the Request for Budget Modification Form available on the DYCD website http://www.nyc.gov/html/dycd/html/resources/cbo_budgets.shtml
- Upload the completed form into the Documents Tab on HHS Accelerator Financials

The number of budget modifications allowed is based on the term of the contract. Providers must plan their programs and budgets carefully, since there is a limit on the number of allowable budget modifications.

| Contract Term | Number of Budget Modifications Allowed |
|------------------|--|
| 3 months or less | 1 Modification |
| 4 to 8 months | 2 Modifications |
| 9 to 12 months | 3 Modifications |

Requests are to be submitted through HHS Accelerator Financials, at least two weeks prior to their proposed effective date. No budget or programmatic changes may be made without prior written approval from DYCD.

Questions regarding the budget modification process must be directed to your DYCD Program Manager.

SECTION THREE

INTERNAL CONTROLS AND GENERAL ACCOUNTING PROCEDURES

INTERNAL CONTROLS

The Providers' executive and management staff are responsible for establishing and maintaining an internal control structure. Internal controls will vary from one Provider to the next, depending on such factors as their size, nature of operations and objectives. However, the need for internal controls remains the same; a Provider should find the most efficient and effective way of implementing its needed internal control procedures.

The following are examples of internal control activities:

- Segregation of Duties: Duties and responsibilities must be divided among different staff members to reduce the risk of error or fraud. In large Providers, there are often different staff members responsible for procurement and for payment.
- Proper Execution of Transactions and Events: Transactions and significant events must be authorized only by persons acting within the scope of their authority.
- Documentation of Transactions: All transactions need to be clearly documented, and all documents must be readily available for inspection.
- Secure Physical and Financial Assets: A Provider must safeguard its assets, including cash and equipment. Periodic inventory checks will help prevent loss or unauthorized use of the Provider's assets.

Retention of Accounting Records

In accordance with City contract requirements, Providers must retain all contract related financial records, including auditors' reports, for six (6) years after the final invoice of the contract is paid; Providers are subject to audit/or investigation for such an additional period.

Bookkeeping Practices and Procedures

Providers must maintain separate accounting records for funds received through each contract with DYCD. Accounting records must be established and maintained in accordance with Generally Accepted Accounting Principles. It is essential that the Provider maintain accurate, complete and permanent books and records, available for inspection by a DYCD staff member or its designee.

DYCD staff and its representatives will conduct both announced and unannounced site visits to Providers during the contract term to ensure that the books and records are being appropriately maintained.

Timesheets

Timesheets must be completed for all full and part-time employees. Each timesheet must be signed and dated by the employee and the employee's supervisor. The Executive Director's timesheet must be reviewed and approved by a member of the Board of Directors.

Electronic timesheets may be maintained if they are certified as accurate by the signature of the Executive Director or a senior level management designee.

Cost Allocation

Cost allocation is the distribution of one cost across multiple funded contracts. A cost allocation methodology identifies the type of expenses that are being claimed, and establishes a basis for allocating costs to business units or cost centers based on an appropriate allotment of such cost.

❖ Requirement:

Each Provider must develop a written cost allocation plan. The plan must include an explanation of its methodology detailing the basis used in allocating cost to its various DYCD programs. Time distribution records must reflect an after-the-fact determination of the actual activity of each employee. Cost allocation is established on the premise that Providers maintain an adequate accounting system and accounting records to document costs and support claims. Allocation methods and distribution of cost must be based on a generally accepted accounting practice prescribed by OMB Super Circular regulatory guidance and in accordance with Generally Accepted Accounting Practice. Refer to Office of Management and Budget for guidance: 2 CFR Chapters I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and promptly made available to DYCD or its contracted CPA firms.

❖ Approach:

When allocating cost to a particular contract the following must be considered:

- Allowable direct costs that apply to only one program must be charged directly to that program or contract and cannot be cost allocated.
- Allowable direct costs that can be identified across multiple programs must be pro-rated using a base most appropriate to the particular cost being pro-rated.
- Allowable indirect costs (cost that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc., using a base that results in an equitable distribution.
- A Provider is not allowed to charge more than 100% of a cost across programs.

❖ Documentation:

Regardless of the cost allocation method used, expenses claimed must be supported by documentation of cost distribution showing the benefit each program received. Please note that approval of a DYCD budget does NOT constitute approval of a Provider's cost allocation plan and method used.

A reasonable cost allocation plan must be presented to show the basis used to allocate the amounts incurred in each of the funded programs. The basis applied cannot be based on the budgeted amount; rather it must be based on the benefit derived by each program from that particular expense, (e.g. time, space, usage, etc.).

❖ Audit:

All expenses submitted for reimbursement are subject to an audit to assess whether the expenses are allowable and reasonable based on the cost allocation method used. Unreasonable cost allocations will result in disallowed costs. See Section Eleven for additional details on audit requirements.

Compliance with the Requirements of the Non-profit Revitalization Act of 2013

DYCD expects all funded Providers to be in compliance with the new requirements of the New York Not-for-Profit Corporation Law, as mandated by the Non-Profit Revitalization Act (the Act) signed into law in New York in 2013 and subsequent amendments passed in 2016. Compliance with the requirements of the Nonprofit Revitalization Act is subject to verification by DYCD or its contracted audit firms.

There are many publicly available resources to help Providers understand the new governance requirements of New York law (which go beyond the points highlighted here); DYCD can suggest possible resources, if necessary. For further information please visit the New York Attorney General's Charities of Bureau website: <http://www.charitiesnys.com>.

❖ Conflict of Interest

In particular (and without limitation), DYCD expects all funded not for profit Providers to maintain and follow a conflict of interest policy as required by the act S 715-A Conflict of Interest Policy,

❖ Whistleblower Compliance Requirements

Providers with 20 or more employees and in the prior year annual revenue in excess of \$1,000,000 are required to have a whistleblower policy in accordance with the Non-Profit Revitalization Act S-715-B Whistleblower Policy.

❖ Audit Requirement

Providers are required to be in compliance with the requirement to file an independent certified public accountant's audit or review report to the Charities of Bureau and submission to DYCD. See section eleven for further detail on audit requirements.

Employees Personnel Files

Employees' personnel files must include of all pertinent documents used in the hiring process. The hiring documents must include at the minimum, the following documents:

- Employment Application
- I-9 Employment Eligibility Verification
- Authorized working papers for individual under 18
- Job Description
- W-4 form
- Resume
- Copy of Educational Degree, Diplomas or Certificate
- Background Check
- Personnel Action Form

Resigned Employees

Employee vacation and sick time accumulated during the course of employment are allowed to be paid to that employee under the DYCD contract upon separation from employment, when such separation occurs during the contract operating period and the Provider has a policy allowing for payment for such time. If the employee's time is cost allocated, it must be charged accordingly.

Vendor Invoices

All invoices maintained as documentation to support a claim must be in its original form, and must display the Provider's name as the recipient of the goods/services. All invoices must be maintained and made available for review, in accordance with Generally Accepted Accounting Principles and the record keeping requirements of the contract.

Bank Accounts

Providers are not required to maintain separate bank accounts for each contract award. Electronic Funds Transfers (EFT) of the contract award can now be made to a single Provider bank account. The EFT Enrollment form can be found on DYCD's Help Desk webpage and via:

[EFT Enrollment Form \(Direct Deposit\)](#)

Providers are required to transfer all DYCD funds from the EFT account to the appropriate payroll and general accounts. Bank reconciliation of all accounts must be prepared on a monthly basis, reviewed by upper management, and kept on file for examination by DYCD or its designees.

Signatories

DYCD requires that a Provider have at least two signatures on each check. Every Provider is expected to comply with this policy unless it has received prior written authorization from DYCD stating otherwise.

Cash Flow

The cash flow process is initiated following registration of the contract with the New York City Comptroller's Office. DYCD is unable to release funds until the contract is registered.

An initial advance equivalent to three months of the Provider's approved budget can be requested through HHS Accelerator Financials upon contract registration. If the contract term is less than six (6) months, the initial advance cannot exceed 50% of the approved budget. Funds will be electronically transferred to the accounts of Providers enrolled in the EFT Program. Refer to instructions on Requesting Initial Advances in Section 8.

Disbursements

Disbursements, except those from petty cash funds and payment with the Provider's corporate credit or debit card, must be made by check. Providers should adhere to the following control functions when handling DYCD disbursements:

- The function of approving vouchers, preparing checks and recording disbursements must be handled by different employees.
- Employees handling disbursements must not have duties related to cash receipts or the reconciliation of bank accounts.
- Vouchers payable must be established for each payment and recorded promptly.
- Payment must be made only after the original voucher and all copies of pertinent papers have been approved.
- Invoices should be cancelled or stamped "Paid" in order to prevent duplication of payment.
- Confirmation receipts for online purchases must be printed out and retained by Providers.
- A periodic review of vouchers must be made by an authorized person to determine that all processing steps are being followed properly.

If a Provider is unable to comply with the control functions described above, comparable reasonable procedures must be developed to allow for proper accountability and segregation of duties in handling disbursements. A written description of these comparable procedures must be sent to your DYCD Program Manager.

Unclaimed Funds

Unclaimed funds are funds that become available in the Provider's bank account due to returned checks or checks that were never cashed by the intended recipient. Undistributed funds remain the property of DYCD and must be reimbursed to DYCD at the end of the fiscal year. The following steps must be taken to account for DYCD unclaimed funds:

- Providers are required to exhaust all efforts to contact the intended recipient, in a timely manner, within 90 days from the check date.
- After the 90 day period, the Provider is required to place a stop payment on those checks and return the funds to DYCD within 10 days.
- Providers are required to retain all evidence of the steps used to contact the intended recipients.
- Providers are not allowed, at any time, to submit DYCD unclaimed funds to New York State Office of Unclaimed Funds.

SECTION FOUR

PURCHASING PROCEDURES

GENERAL PROCUREMENT POLICIES

Any procurement of goods and/or services is to be conducted in the Provider's name. The Provider is responsible for ordering, receiving, inspecting and accepting merchandise. The name of the Department of Youth and Community Development, its officials, employees, or the City of New York must not be used, under any circumstances, for the purpose of ordering and/or securing goods and services from a vendor. Invoices, bills, receipts, etc., must be issued in the name and address of the Provider. All expenditures must comply with applicable laws and contract regulations, and are subject to audit.

Purchasing Requirements/Competitive Bidding

The procurement of goods shall be governed by the competitive bidding requirements described below. The purpose of competitive bidding requirements is to establish a procedure that will secure the best possible price for goods and services while allowing for appropriate competition. The procurement process must be open and competitive (that is, no vendor qualified to provide the goods or services may be restricted from bidding and there must be fair competition among those bidders). These procedures also apply to the rental or leasing of equipment. A procurement shall not be artificially divided in order to meet the requirements of this section. The monetary thresholds identified below refer to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity.

1. For purchases with a value of \$5,000 or less, no competitive bids are required unless federal funds are used. If federal funds are used the threshold is \$3,500 or below for noncompetitive bids, provided the price is determined to be reasonable and prudent, subject to the limitation below for CSBG funds.

Documentation of the purchase must be maintained by the Provider. This documentation must include the name of the vendor, the item purchased, the date and amount paid.

1. Purchases from \$5,001 - 25,000

Contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. Documentation of the market research and the purchase must be maintained by the Provider. This documentation must include the name of the entities contacted, the vendor, and the item purchased, the date and amount paid.

2. Purchases \$25,001 or greater

A minimum of three (3) written bids must be obtained for the purchase of goods, supplies or services of similar items where the cost can reasonably be expected to be \$25,001 or greater. The bids must contain a description of the item requested, the time, date, place and form of requested responses, and the name of the employee responsible for securing bids. The bids must be maintained by the Provider.

Applies ONLY to CSBG Funded Contracts

Purchases of \$1 or greater

A minimum of three (3) written bids must be obtained for the purchase of goods, supplies or services of similar items. The bids must contain a description of the item requested, the time, date, place and form of requested responses, and the name of the employee responsible for securing bids. The bids must be maintained by the Provider. At least one of these bids must be a New York State certified M/WBE business. Additionally, it is encouraged that at least one other bidder be a New York State certified Service-Disabled Veteran-Owned Business (SDVOB).

Sole Source Procurement

Purchases exceeding \$5,000 of non-federal funds where a Provider is purchasing items that are considered to be sole source in nature, do not require bids. Sole source procurements are exceptions to normal purchasing procedures and are permitted only when there is one, and only one, potential bidder or offer for an item or service.

Examples of circumstances that could justify sole source procurements are:

- Newspaper advertisements
- Health and Liability Insurances, Workers Compensation
- Tickets to sporting events or theme parks
- One-time performances by artists for participants
- Utilities (gas, electricity, telephone)

Note: The selection of Consultants and Subcontractors are not subject to a formal bidding process, but must demonstrate a prudent and reasonable degree of care.

Proof of Delivery Date:

DYCD may require proof of delivery date for goods purchased between June 20th and June 30th.

Inventory

Providers must maintain an inventory of all furniture and equipment purchased with DYCD funds. An inventory control decal must be placed on the equipment indicating that it is the property of New York City.

A physical inventory is required every year, and inventory records must include the date of the last physical inventory review.

Relinquishment or Disposal of Furniture and Equipment

All furniture and equipment purchased with DYCD funds remain the property of the City of New York and must be returned at the end of the contract. Providers must contact their DYCD Program Manager to arrange for disposition of equipment.

If it is determined that the equipment bought with DYCD funds is fully depreciated and has no further useful value, please notify Contract Agency Finance, in writing, with a list of the equipment, serial number(s), model number(s) and purchase date. Providers will receive written notification with specific instructions regarding the disposal of equipment.

Inventory lists must include the method and reasons for disposition and the value of disposed equipment. In cases of loss or theft, property lists must include all pertinent information to support the claim. If appropriate, copies of police reports must be attached.

SECTION FIVE

CREDIT/DEBIT CARDS POLICIES AND PROCEDURES

Policies and Procedures for Use for Credit/Debit Cards

Credit cards must be established in the name of the Provider and used solely for carrying on the operations of the Provider. Written policies and procedures are necessary to establish an internal control structure for credit/debit card use. A Provider's Board of Directors must first determine whether to approve use of credit or debit cards; once the Provider's Board has approved the use of credit/debit cards, the Board must adopt a comprehensive credit/debit card policy that, at a minimum:

- Identifies all authorized users
- Sets appropriate credit limits
- Establishes custody of the cards when not in use
- Requires proper documentation for all transactions
- Establishes a means to recoup any unauthorized expenditures
- Specifies that the safeguard of, and charges appearing on, each card, are the responsibility of the cardholder
- Prohibits purchases that are personal in nature
- Prohibits use of cards to split orders or otherwise circumvent bidding thresholds
- Limits the use of staff and/or volunteer personal credit cards for Provider-related purchases to emergency situations (with emergencies to be defined) where standard procurement methods are unfeasible. Such expenditures, moreover, must be consistent with the Provider's purchasing policies and procedures
- Sets limits on the amount that can be purchased in any individual transaction; and requires preapproval for purchases over that limit
- Limits cash withdrawals/advances to emergency situations (with emergencies to be defined), and requires such withdrawals to be governed by the following rules:
 - Amount may not exceed \$200 per ATM withdrawal.
 - The Provider's Executive Director or a designee must authorize cash withdrawals. If the Provider's Executive Director is the individual making such cash withdrawals, the Provider's Executive Director must receive authorization from the Provider Board Chairperson.
 - When a payment is made with cash from an ATM withdrawal a receipt from the transaction is filed and maintained in an ATM transaction and cash box (this must be a box kept separate and apart from the petty cash box).
 - Any cash withdrawn from a credit/debit account that is not utilized in a purchase must be deposited in the ATM transaction and cash box or re-deposited in the agency credit/debit account.
 - Each expense emanating from an ATM withdrawal must be recorded in the Provider's general ledger to its corresponding expense account, with an offsetting entry to the credit account associated with the credit/debit card. A monthly

reconciliation of the ATM transaction box and the credit/debit general ledger account must be performed.

- The Provider is not allowed to comingle DYCD funds from cash balances related to ATM withdrawals with Non-DYCD funding streams. Separate general ledger accounts must be established to account for DYCD cash balances related to ATM withdrawals.

The CFO or Comptroller must ensure that a proper review of claims is performed prior to the payment of each credit card statement. This includes requiring that itemized receipts or other similar documents signed by the individual making the purchase adequately support all charges on the statements. In the case of debit card usage, bank statements must be regularly and timely reviewed and checked against supporting documentation.

SECTION SIX

PETTY CASH POLICY

A. Petty Cash Fund Use Establishment

To facilitate the payment of certain minimal charges that cannot be handled by check, Providers may establish a Petty Cash Fund for up to \$1,000. It is important to remember that items purchased with Petty Cash Funds are subject to the same regulations and accounting practices as expenses paid by check.

The Petty Cash Fund must be maintained in a secure place to safeguard against loss from unauthorized use or disposition. In the event of loss due to theft or fire, the Provider will NOT be reimbursed for loss of the Petty Cash Fund.

B. Petty Cash Fund Use

A Petty Cash Fund shall be governed by the following rules:

1. A Petty Cash Expense may not exceed \$200 dollars per total purchase.
2. The Provider's Executive Director or a designee must authorize petty cash expenses.
3. When a cash payment is made from the Petty Cash Fund, a Petty Cash Voucher (on DYCD's website) together with receipt is placed in the petty cash box.
4. Therefore, the total of cash remaining in the box plus the total amount of vouchers therein must equal the petty cash fund amount.
5. Each voucher must be supported with a receipt or invoice which shows the date of purchase, item purchased, the cost, and who made the purchase. Attach each receipt to its proper invoice.
6. Each expense from the petty cash voucher must be journaled in the Provider's general ledger to the appropriate expense account with an offsetting entry to the petty cash account.
7. Periodically, when the amount of cash remaining in the box requires replenishment, a check is drawn for the amount of all vouchers in the box. Cash from the check is placed in the petty cash box to replenish the Petty Cash Fund to its full amount. The reimbursement check amount is to be credited to the applicable operating cash account with an offsetting debit to the petty cash general ledger account. A separate Petty Cash Voucher Form must be used for the replenishment of the Petty Cash Fund.
8. A monthly reconciliation of Petty Cash funds with the petty cash general ledger account must be performed.
9. The Provider is not allowed to commingle DYCD funds used for petty cash. A separate general ledger account must be established to account for DYCD petty cash.

Examples of reimbursable expenses for which use of petty cash may be appropriate:

- Local travel by public transportation
- Programmatic supplies
- Postage (The purchase of one hundred stamps will be allowed through petty cash.)

Examples of non-reimbursable expenses are:

- Personal expenses
- Alcoholic beverages for a staff party

SECTION SEVEN

GENERATED INCOME

OVERVIEW OF GENERATED INCOME

Income derived by a Provider as a result of resources paid for by the Department of Youth and Community Development is considered Generated Income. Providers engaged in such income generating activities must maintain a monthly report of those activities. These reports must be made available to DYCD for review upon request.

Providers with income generating activities must adhere to the following bookkeeping standards:

1. A separate bank account must be established;
2. All bank documents, such as deposit slips, reconciliations, statements, canceled checks must be properly maintained on file;
3. Signature cards must be properly maintained on file;
4. A separate cash receipts journal must be established to record cash receipts generated;
5. A separate cash disbursement journal must be maintained to record cash expenditures (the cash disbursement journal must be established in a form that reflects the nature of the expense);
6. Supporting documentation for each disbursement recorded in the cash disbursement journal must be properly maintained on file;
7. If appropriate, a general ledger must be maintained in order to summarize monthly transactions;
8. A monthly trial balance must be taken; and
9. All financial and accounting records relating to income-generating activities must be available for examination and audit by DYCD or its designees upon request.

Grants that a Provider receives from other government sources or foundations are not considered generated income.

SECTION EIGHT

HHS ACCELERATOR FINANCIALS INVOICE & PAYMENT

HHS ACCELERATOR FINANCIALS INVOICES AND PAYMENTS – OVERVIEW

Cash Flow

The Cash Flow process is initiated following Registration of the contract with the New York City Comptroller’s Office. DYCD is not permitted to release funds or reimburse a Provider for any expenses incurred for the provision of services until a contract or amendment is registered.

REQUESTING AN INITIAL ADVANCE:

Once the contract is registered and there is an Active Budget, the Provider will receive notification from HHS Accelerator Financials. A Provider may request no more than a three-month Initial Advance through HHS Accelerator Financials. If the contract budget term is less than six (6) months, the Initial Advance cannot exceed 50% of the Active Budget.

Avoid delays...

Advance Requests **not** properly calculated by Budget Code as instructed below will create a delay in payment.

In order to request an Initial Advance, Providers must:

- Go to the Budget List tab and search for the Active Budget
- Sub Budgets are found on the blue tabs (see below), each Sub Budget is identified by a series of numbers referred to in this Manual as Budget Codes (Ex: 00123-3557/6950/312- Budget Name 1)
- A Provider may have multiple Sub Budgets sharing the same Budget code or they may have different Budget Codes (See below)
- Each Budget Code must have a separate Advance Request. For example:
 - The Provider in the sample below has six Sub Budgets with the same Budget Code, Sub Budgets 1 through 6. The Provider must calculate 25% of the total amount for all 6 Sub Budgets sharing the same Budget Code; this adds to the total amount of \$535,000. In this case 25% is \$133,750; this is the amount to be used when creating the first Advance Request.
 - The Provider will then calculate 25% of the remaining 2 Sub Budgets and this will total to \$1,500 for the second Advance Request.

| | ID - Budget Code - Budget Name | Amount in Sub Budget | |
|--------------------|---|----------------------|---|
| Sub-Budgets | 00123- 3557/6950/312- Budget Name 1 | \$ 200,000.00 | First Request Add all of the Sub Budgets with the same Budget Code. Total: \$535,000 multiply by .25 The final amount to be used for first Advance Request is \$133,750 |
| | 00123- 3557/6950/312- Budget Name 2 | \$ 150,000.00 | |
| | 00123- 3557/6950/312- Budget Name 3 | \$ 100,000.00 | |
| | 00123- 3557/6950/312- Budget Name 4 | \$ 50,000.00 | |
| | 00123- 3557/6950/312- Budget Name 5 | \$ 25,000.00 | |
| | 00123- <u>3557/6950/312</u> - Budget Name 6 | \$ 10,000.00 | |
| | 00123- <u>3698/6950/312</u> - Budget Name 7 | \$ 5,000.00 | Second Request Add all of the Sub Budgets with the same Budget Code. Total: \$6,000 multiply by .25 The final amount to be used for the second Advance Request is \$1,500 |
| | 00123- 3698/6950/312- Budget Name 8 | \$ 1,000.00 | |

- Once the Provider has determined the amounts by Budget Code, Providers may request the Initial Advance as follows:
 - Go to Budget List and search for your Active budget
 - Under the Action field select Initiate Advance from the drop-down menu
 - Fill in as follows:
 - Advance Amount Requested, use amounts calculated by Budget Code (One Request for \$133,750 and a second request for \$1,500)
 - Advance Description write in Initial Advance and the Budget Code numbers associated with the advance

Example of Initial Advance Requests:

| Initiate Advance |
|---|
| <p>Initiate Advance</p> <p>To initiate advance please enter the advance amount and description and click the 'Initiate Advance'</p> <p style="text-align: center;">CT#: 12334567891</p> <p style="text-align: center;">Provider: John Doe Nonprofit</p> <p style="text-align: center;">FiscalYear: FY17</p> <p style="text-align: center;">Advance Requested Date: 5/16/2017</p> <p style="text-align: center;">Advance Requested Amount: \$133,750.00</p> <p style="text-align: center;">Advance Requested Description: Initial Advance 00123-3557/6950/312</p> |

| Initiate Advance |
|--|
| <p>Initiate Advance</p> <p>To initiate advance please enter the advance amount and description and click the 'Initiate Advance'</p> <p style="text-align: center;">CT#: 12334567891</p> <p style="text-align: center;">Provider: John Doe Nonprofit</p> <p style="text-align: center;">FiscalYear: FY17</p> <p style="text-align: center;">Advance Requested Date: 5/16/2017</p> <p style="text-align: center;">Advance Requested Amount: \$1,500.00</p> <p style="text-align: center;">Advance Requested Description: Initial Advance 00123- 3698/6950/312</p> |

Initial Advances will be recovered starting with your January Invoices. DYCD will recover 1/6th of the advance from January through June Invoices on a standard 12-month budget operating period. The recovery process can be adjusted based on higher spending levels or shorter budget operating periods. The Advance recovery will appear on the HHS Accelerator Financials Invoice under Advance Recoupment. A Provider will only receive a payment during this time period if the invoice amount exceeds the recovery amount. Once all invoices have been submitted, any unrecovered advances will be owed to DYCD.

Loans issued through the Fund for the City of NY will be paid by DYCD through the Advance Request process in HHS Accelerator Financials. This payment is automatically done once your contract is registered. The deduction of outstanding loan amounts from the HHS Accelerator Financials invoice will appear under Assignment. This advance and any other will be deducted in full from your upcoming Invoices.

Note:

HHS Accelerator Financials provides general Guides for Advance Requests which provide a non-agency specific Citywide process. DYCD Contractors are required to follow the instructions provided in this Manual for calculating Advances based on Budget Codes.

For General HHS Help Videos see the link below:

<http://www1.nyc.gov/site/hhsaccelerator/help/guides-videos.page>

Invoices

The HHS Accelerator Financials Invoice document will be the method of reimbursement for monthly contracted expenses. Providers can manage budgets, invoices and payments electronically through HHS Accelerator Financials. HHS Accelerator Financials Invoices must be submitted once the contract is registered and there is an active (approved) budget in HHS Accelerator Financials.

Back up Documentations required:

DYCD requires that you submit back up documentation with the submission of your HHS Accelerator Financials Invoices. You will be required to submit two documents which will need to be uploaded to your HHS Accelerator Financials Invoice (on the document tab) at the time of submission.

Required Documents When Submitting Invoices:

1. [Salaries and Wages Justification Details](#)

The form will require details for Salaried, Hourly and Seasonal employees (Seasonal Employee details are only required for FY16 and FY17).

2. [Equipment Purchase Inventory Report](#)

The equipment category includes other costs in addition to Equipment Purchase. Please put a note on the comment field of the Invoice if you are allocating expenses other than Equipment Purchase. A Purchase Inventory Report is only required for Equipment Purchase.

For equipment \$500 or more the following must be provided:

1. Equipment Amount
2. Invoice Amount
3. Item description
4. Serial number
5. Model number
6. Manufacturer
7. Date Purchase
8. Delivery Date

For equipment under \$500:

1. Equipment Amount
2. Invoice Amount
3. Item description
4. Manufacturer
5. Date Purchase
6. Delivery Date

Note:

The Salaries and Wages Justification Details and Equipment Purchase Inventory Reports Forms are available on the DYCD website under Forms Index.

General Instructions:

The HHS Accelerator Financials Invoices must be prepared on a cash basis. Expenses must be reported for the month in which the check was issued or, in the case of credit or debit cards, the month in which the payment was made. For example, an HHS Accelerator Financials Invoice submitted for the month of October must reflect payments issued in October.

There are circumstances where checks are allowed outside the HHS Accelerator Financials Invoice submission period. During the year end close out, a Provider may have a payroll service period or an invoice service period that crosses Fiscal Years. The prorated portion of that check must be charged to the appropriate Fiscal Year (or budget operating period if the budget ends prior to June 30, 2018). An example of this would be a payroll issued 07/13/18 with a payroll service period of 06/25/18 through 07/06/18. Only June 25 through June 30th may be reflected on the June-Final Invoice. The remainder of the payroll would be reflected on the July HHS Accelerator Financials Invoice.

**Guide to Invoicing and Payments in HHS
Accelerator Financials**

For instructions and information on how to submit your Invoices through HHS Accelerator Financials, please use the below link.

<http://www1.nyc.gov/site/hhsaccelerator/help/guides-videos.page>

Submission Timeline- HHS Accelerator Financials Invoices

Below is the timeline (based on the value of your budget) for the submission of HHS Accelerator Financials once the contract is registered and there is an active (approved) budget.

Annual Contract Budgets of \$50,000 or greater

A monthly HHS Accelerator Financials Invoice is required for contracts with annual budgets of \$50,000 or greater. Providers must submit their invoices electronically in HHS Accelerator Financials listing the expenditures made by the 10th day of the following month. Invoices received after the 15th of the following month are considered late and may result in a negative contract performance rating.

Annual Contract Budgets \$10,001 - \$50,000

Contracts in this range have the option of submitting invoices monthly or quarterly in HHS Accelerator Financials. Quarterly reports are due as follows:

| | |
|------------------|-------------------------------|
| July-September | Submission Date October 10 |
| October-December | Submission Date January 10 |
| January-March | Submission Date April 10 |
| April-June | Submission Date July 10 |
| Final Invoice | Submission Date due August 31 |

Annual Contract Budgets of \$10,000 or less

A Provider with a contract of \$10,000 or less has the option of submitting invoices monthly, quarterly or one for the full amount in HHS Accelerator Financials.

Non-Reimbursable Expenses

Expenditures for items neither budgeted nor allowable under DYCD Federal, State and City guidelines will not be reimbursed.

The following expenses are not allowed by DYCD:

1. Expenses outside of the budget operating period are not allowed. This includes payment of back tax obligations.
2. Funds cannot be used for litigation expenses, legal settlements, or legal judgements
3. Expenditures for items neither budgeted nor allowable under DYCD Federal, State and City guidelines for Providers
4. Purchase of land and buildings
5. Taxes from which municipalities are exempt (Sales Tax, NYS Franchise Tax, Federal Unemployment Tax (FUTA))
6. Capital improvements, which are defined to mean the erection of substantial structures which are capital in nature, or the valuable additions to or valuable modifications of real estate; this includes expenditures for hard surfacing, cement installations, substantial repairs to a building, basic heating, lighting or sanitary equipment and installation, permanent outdoor lighting systems, fencing (except for partial fencing justified as a safety device), swimming and wading pools and tennis courts;
7. Personal membership fees in any social, country, dining and lobbying clubs or professional associations
8. League franchise fees in the name of an individual
9. Interest and penalty costs
10. Activities for which a provider has already charged a fee to participants
11. Activities that are normally considered a part of the regular school day
12. Activities of a commercial nature
13. Expenditures for pre-paid payroll or consulting services. The date on the check (pay date) must be on or after the period of service
14. Expenditure for fund raising activities
15. Expenditures for stipends when used to replace existing staff and/or for the primary purpose of saving money by using low cost labor, and to avoid paying fringe benefits, or to replace other funding. Special exceptions may be made in advance with approval from DYCD and Office of Children and Family Services, when no other sources are available and stipends are critical for the implementation of the program model
16. Prizes other than inexpensive awards such as trophies, medals or ribbons
17. Medical liability insurance and fire insurance on capital structures
18. Security Deposits
19. Bonuses
20. Severance payment
21. Tips and Gratuity
22. Alcoholic Beverages
23. Bad Debt
24. If federal funds are used, Entertainment Costs are not reimbursable

Questions regarding acceptability of specific items may be emailed to your Fiscal Analyst or CAFDbhelp@dycd.nyc.gov.

Payee Information Portal of the City of NY

The Payee Information Portal (PIP) provides assistance for payees or vendors who do business with the City of New York.

Registered vendors can:

- Check payment status
- Update business information
- View agreements and invoices from City agencies
- Enroll for commodity codes to receive solicitations from the City
- Update and report subcontracts and payments made to subcontractors
- Download applications forms

Sub- Contractor Reporting Requirement

Pursuant to the Procurement Policy Board Rule 4-13, all awarded prime contracts \$250,000 and above are required to enter all sub-contractors in the PIP system as well as report payment to subcontractors through PIP. Reporting must be made within 30 days of making payment to your subcontract.

Please visit the PIP website at www.nyc.gov/pip for additional information on this requirement and on how to utilize the PIP system.

Electronic Funds Transfer – EFT (Direct Deposit)

Local Law 43 of 2007 requires any vendor providing the City with services valued at more than \$25,000 to enroll in the Vendor Payment Direct Deposit program. DYCD encourages all vendors that do business with the City to enroll in the Direct Deposit program.

Benefits of Direct Deposit (“EFT”) Payments

- Electronic payment is safer and more secure - Paper checks can be lost in the mail, stolen, or delivered to the wrong address
- Receive payments faster - EFT payments are deposited directly into the vendor’s bank account.
- Electronic payment records are available online - Use the City's Payee Information Portal (PIP) for current vendor payment records

To enroll download and complete the Direct Deposit/Electronic Funds Transfer (EFT) Vendor Payment Enrollment form. The separate Instructions document includes a section on Frequently Asked Questions. You must provide all requested information. Please ask your bank representative for help if you have any questions about your EFT enrollment form.

The application along with the documentation can be mailed or faxed to:

NYC Department of Finance
Electronic Funds Coordinator
66 John Street, 12th Floor
New York, NY 10038
Fax: 646-500-7152

Providers may also submit the application and supporting documentation by faxing it to the number above.

Required Documents:

Providers must submit all required documents with the EFT application. EFT applications must include one of the following:

- A voided check for the bank account indicated on the EFT enrollment application. The check must have the vendor's name printed on it; or
- An encoded deposit ticket for the account indicated on the application with the vendor's name printed on it; or
- A letter from the Provider's financial institution verifying the bank account ownership. The letter must include the vendor name, account number and bank routing (ABA) number; or
- A bank account statement for the account indicated on the application.

[EFT Enrollment Form \(Direct Deposit\)](#)

SECTION NINE

YEAR END CLOSE OUT

YEAR END CLOSE OUT

Contract Term

The Provider must perform all contract services and receive all goods and vendor services by the last day of the budgeted operating period. Employer's FICA and New York State Unemployment Insurance (SUI) expenses applicable to salary expenditures incurred and paid through the last day of the contract period must be included. Any expenditure made for goods and services which are received after the last day of the contract/budget period will NOT be accepted as an authorized expenditure. In addition, current year DYCD contract funds cannot be used to pay expenses incurred in a prior contract period (e.g. for payment of back tax debts.) There are no exceptions to this rule.

Unpaid Bills-Advance

An advance request can be generated in HHS Accelerator Financials the Provider does not have sufficient funds to cover expenses at the end of the fiscal year or budget operating period. The request must be labeled as an Unpaid Advance. Upload an explanation and justification detailing expenses not paid. Unpaid expenses must be for services related to the contract. Once an advance has been issued, the Provider must submit HHS Accelerator Financials Invoices to reflect the expenses paid with the advance received.

Deadline for Submission of Final Invoice in HHS Accelerator Financials Financials

The deadline for submission of final invoice in HHS Accelerator Financials is no later than (60) sixty days after the end date of the budget operating period. Budgets ending June 30th have a deadline of August 31st.

Provider Refunds Due

Any balance of funds issued by DYCD and not accounted for by an approved expenditure submitted through an HHS Accelerator Financials Invoice is a refund due to DYCD. Providers must issue a check payable to the NYC Department of Youth and Community Development. The check is to be sent to: DYCD/CAFD 123 William Street, 18th Floor, New York, NY 10038-2609.

Annual Close Out Notification and Financial Recap Form

DYCD officially starts the Year End Close Out process for budgets ending June 30th in September since the deadline for Final Invoice submission in HHS Accelerator Financials is August 31st. Once all HHS Accelerator Financials invoices have been processed, the Fiscal Analyst will officially notify the Provider that the contract fiscal year had been closed out.

Providers must verify and reconcile **all** program expenses related to the contract fiscal year with Invoices submitted through HHS Accelerator Financials.

A Year End Close Out notification letter will inform the Provider of any amount owed DYCD. A check for the refund due amount must be issued to DYCD within ten (10) days of receipt of the letter. If the refund due amount is not received by that date, the Provider's contracts will automatically be placed on Check Hold for all future payments from DYCD.

Contracts and amendments not registered will receive an extension from the close out deadline. Submit your HHS Accelerator Financials Invoices once you have been notified of registration. Contracts will be closed out within 60 days of registration.

Reconcile checks

Verify that all checks were received prior to the Year End close out and notify your Fiscal Analyst of lost checks by e-mailing the CAFD Help Desk at Cafdhhelp@dycd.nyc.gov. A stop payment will be requested to the Department of Finance and a new check will be issued.

Refund Due - Non-Responsive Notification

If a refund check or Final HHS Accelerator Financials invoice is not submitted in response to the Close Out notification, the Provider will be referred to DYCD's Office of Legal Affairs for collection. Nonpayment may also result in the Provider being referred for a Caution Rating in the Performance Evaluation (VENDEX). This rating may have a negative impact upon the Provider's ability to secure future funding with DYCD or other City agencies. Providers having a poor Performance Evaluation rating (VENDEX) may also be mandated to use the services of DYCD's Fiscal Agent.

Recoupment Procedures

DYCD reserves the right to offset the amount of funds due DYCD against another contract.

Close Out Procedures for Terminated Providers or Withdrawn Providers

Upon receipt of a termination notice and effective date of termination, the Provider shall comply with all applicable DYCD close out procedures, which include, but are not limited to the following:

- Submit HHS Accelerator Financials invoices for expenditures prior to termination date
- Return any balance of funds not accounted for by an approved expenditure
- Comply with guidelines outlined in Section Four of this manual pertaining to Relinquishment of Equipment.
- If assigned a DYCD vehicle, a Provider will immediately surrender the vehicle to DYCD pursuant to Paragraph 12(C) of the Van License agreement.

Contract Performance Evaluation

DYCD will conduct on-going assessments of Providers' fiscal and programmatic performance. This assessment will be reported on the City of New York's Performance Evaluation System. The Financial portion of each rating is based upon an Provider's ability to submit timely and accurate monthly HHS Accelerator Financials Invoices; the Provider's ability to maintain financial books and records in accordance with generally accepted accounting procedures; and the Provider's capacity to maintain an internal control structure with reasonable assurances that its assets are safeguarded against loss or misuse.

Providers found to be deficient in the conduct of their financial duties may receive poor Performance Evaluation ratings and be mandated to use the services of the Fiscal Agent.

SECTION TEN

CENTRAL INSURANCE PROGRAM (CIP) FOR PARTICIPATING PROVIDERS

CENTRAL INSURANCE PROGRAM (CIP)

The Central Insurance Program (CIP) serves the insurance needs of not-for-profit contractors who do business with human services agencies in the City.

CIP provides comprehensive general liability, workers' compensation, and disability benefit programs to these vendor agencies. The Central Insurance Program is operated by the Mayor's Office.

DYCD will deduct 4.5% of a contract's total budget to cover the cost of the insurance. The 4.5% is non-reimbursable. This cost must be reflected in the Unallocated Funds category.

General Liability Insurance

General Liability Insurance is automatically assigned to Providers that opt to participate in the CIP.

The General Liability policy provides coverage limited to one million dollars (\$1,000,000) per occurrence for incidents that occur in connection with program activities described in the Provider's contract with DYCD. The General Liability policy also provides coverage for the costs of defending claims or suits resulting from bodily injury or property damage.

The policy also provides coverage for verifiable medical expenditures for authorized participants injured in the program. All injuries, however slight, to any program participant, volunteer, visitor, or others must be reported on a DYCD Incident Report Form. The Incident Report Form must be on file with DYCD before submission of related medical bills.

Original medical and dental bills must be submitted with a second copy of the Incident Report Form.

Workers' Compensation and Disability Insurance

Workers' Compensation covers injuries suffered by employees while on the job. This coverage only pertains to employees listed on the DYCD budget.

Disability benefits to employees listed on the DYCD budget are provided in case of a non-work related illness or injury causing disability.

The Provider must submit the Employer's Report of Injury (C-2 Form) and/or the Form for Disability to the CIP Program.

Staff Changes made in contracts with CIP

When new staff is hired, the Provider must submit an Individual Enrollment Form to DYCD. When an employee is terminated or resigns, the Provider must submit a Termination Roster. The completion of this roster will ensure that the name(s) of former employees are removed from the Central Insurance Program. In both instances, the forms are to be returned to DYCD.

Exclusions

CIP insurance does not include coverage for allegations of child or sexual abuse. The Provider must immediately notify DYCD of any incident or allegation of abuse of a program participant by any of the Contract's administrators or staff, including both paid staff and volunteers. Written notification is to be submitted on DYCD's Incident Report Form.

The term “abuse” refers to any physical, sexual, emotional or verbal abuse, or any other maltreatment of a program participant. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as notifying the law enforcement officials or notifying the NYS Central Register of Child Abuse and Maltreatment.

The CIP coverage terminates at the end of each fiscal year.

Forms and additional information related to CIP may be obtained from the Central Insurance Program.

Mayor’s Office of Operations
Central Insurance Program
253 Broadway – 5th Floor
New York, New York 10007
Tel: (212) 788-7600

SECTION ELEVEN

AUDIT

Reporting and Audit Requirements

Not-for-Profit Providers that contract with DYCD are required to comply with all applicable state and federal laws with respect to required filings. For federal reporting purposes, most Not-for-Profit Providers may be required to file an information return (e.g. the I.R.S. Form 990). In accordance with New York State law, Providers may be required to register with the Charities Bureau of the New York State Attorney General’s Office; in addition, Providers that solicit funding from the public are required to file NYS Attorney General’s Office financial forms that vary depending on the Provider’s gross revenues.

The following chart summarizes the requirements of the Nonprofit Revitalization Act of 2013:

| Effective Dates | Level of Gross Revenues | CPA Audit or CPA Review |
|------------------------------------|--|---|
| July 1, 2014 through June 30, 2017 | Less than \$250,000 | No CPA Audit or CPA Review required, but must file an unaudited financial report on form provided by the Attorney General |
| | At least \$250,000 but not more than \$500,000 | CPA Review |
| | More than \$500,000 | CPA Audit |
| July 1, 2017 through June 30, 2021 | Less than \$250,000 | No CPA Audit or CPA Review required, but must file an unaudited financial report on form provided by the Attorney General |
| | At least \$250,000 but not more than \$750,000 | CPA Review |
| | The \$500,000 threshold increases to \$750,000 | CPA Audit |
| July 1, 2021 and forward | The \$250,000 threshold remains constant | No CPA Audit or CPA Review required, but must file an unaudited financial report on form provided by the Attorney General |
| | At least \$250,000 but not more than \$750,000 | CPA Review |
| | The \$750,000 threshold increases to \$1,000,000 | CPA Audit |

Regardless of the size or type of a not-for-profit Provider, an annual audit can help to improve operations and provide proper accountability for public and private resources.

In addition, DYCD funded Providers are subject to the following requirements:

Contracts with DYCD Funding Greater Than \$75,000

Providers with aggregate DYCD funding greater than \$75,000 will be audited by a CPA firm under contract to DYCD. The Auditor will perform random verification checks of the expenditures claimed on the HHS Accelerator Financials. The audit is performed after the fiscal year is completed and relates only to DYCD contracts. The Provider will be notified of the findings and questioned costs. Unresolved questioned cost(s) may have to be reimbursed to DYCD.

Contracts with DYCD Funding Between \$25,000 and \$75,000

Providers with aggregate DYCD funding between \$25,000 and \$75,000 are subject to fiscal field reviews (“FFR”). A FFR evaluates a Provider’s system of internal accounting and administrative controls. The objective of the FFR is to ensure that Providers adhere to the procedures and requirements cited in the Fiscal Manual and the contract. The FFR notes both administrative and fiscal findings. FFRs are performed either by DYCD Audit staff or CPA firms under contract to DYCD.

Audit: Federal Requirements

Providers that expend \$750,000 or more in federal awards per fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Title 2 CFR 200.500, Subpart F of the OMB Uniform Administrative Requirements (Super Circular). Super Circular Subpart F replaces the previous OMB Circular A-133 to implement new requirements of the Single Audit Act which raised the single audit threshold from \$500,000 to \$750,000 effective for fiscal years beginning on or after December 26, 2014.

Technical Assistance

DYCD may be able to provide technical assistance to a Provider in matters that may affect contract performance, such as compliance with applicable laws and regulations, preparation of required reports, and dissemination of information necessary to keep the Provider abreast of changes that may affect program operation and reporting. The Provider should contact DYCD with questions about any applicable fiscal procedures.

**FIRST MODIFICATION OF
SYEP FOR CURE VIOLENCE
MEMORANDUM OF UNDERSTANDING**

-between –

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

-and-

**THE CITY OF NEW YORK
MAYOR'S OFFICE OF CRIMINAL JUSTICE**

This **FIRST MODIFICATION** (“First Modification”), effective July 1, 2020, is made by and between the following (each a “Party” and, collectively, the “Parties”): the New York City Mayor’s Office of Criminal Justice (“MOCJ”), located at 1 Centre Street, 10th Floor, New York, New York 10007, and the New York City Department of Youth and Community Development (“DYCD” or “the Department”), located at 2 Lafayette Street, 21st Floor, New York, New York 10007.

WITNESSETH:

WHEREAS, the Parties entered into a Memorandum of Understanding (“the MOU”) in order to collaborate on implementation and funding of the Summer Youth Employment Program (“SYEP”) for Cure Violence program; and

WHEREAS, in order to operationalize the SYEP for Cure Violence program, MOCJ agreed to amend its human services contracts with community-based organizations that operate the Anti-Gun Violence Employment Program (“MOCJ Contractors”); and

WHEREAS, due to the New York State Governor’s Executive Order 202, *et. seq.*, declaring a disaster emergency for the State of New York due to the novel coronavirus, COVID-19, the Department determined that traditional in-person programming opportunities would not be available to SYEP Participants during the summer of 2020, and suspended the program for the period April 15, 2020, through June 30, 2020; and

WHEREAS, in order to provide career exploration and work readiness activities to keep Participants safely engaged during the summer of 2020 and during the COVID-19 pandemic, the Department has determined in its discretion to reinstate SYEP for Cure Violence under an amended Scope of Work, called “SYEP Summer BRIDGE for Cure Violence,” for the period July 1, 2020, through March 10, 2021; and

WHEREAS, the Parties have agreed to modify the MOU pursuant to Article 14, Section A, in order to collaborate on implementation of SYEP Summer BRIDGE for Cure Violence, including a transfer of funds from DYCD to MOCJ.

NOW, THEREFORE, the Parties have agreed and do agree as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the MOU.
2. Article 3, Scope of Services – MOCJ, is hereby amended to add the following Sections at the end thereof:
 - C. Notwithstanding anything else in this Article 3, and exclusively for the period of July 1, 2020, through March 10, 2021, due to the COVID-19 disaster emergency and the changes in the program model for the summer of 2020, MOCJ shall, either directly or through MOCJ Contractors, provide the following services for SYEP Summer BRIDGE for Cure Violence:
 1. Amend its contracts with MOCJ Contractors to incorporate and require implementation of SYEP Summer BRIDGE for Cure Violence, according to the Scope of Work for SYEP Summer BRIDGE for Cure Violence (“SYEP Summer BRIDGE Scope of Work”), which is attached hereto as Appendix A-1. The SYEP Summer BRIDGE Scope of Work outlines services that MOCJ Contractors shall provide to youth aged 14-24 (“Younger Youth”) and youth aged 16-24 (“Older Youth”), including but not limited to:
 - a. Conducting outreach, assisting prospective Participants with applications, and enrolling and evaluating Participants;
 - b. Developing and facilitating Project-Based Learning Experiences for all Participants, as well as Workplace Challenges for Older Youth;
 - c. Monitoring Projects and Workplace Challenges;
 - d. Managing stipend payment of Participants through the payment management system designated by DYCD; and
 - e. Responding to and cooperating with DYCD programmatic and fiscal audits.
 2. Monitor MOCJ Contractors in order to ensure compliance with the requirements of the SYEP Summer BRIDGE Program, including the Summer BRIDGE Scope of Work attached hereto as Appendix A-1, the SYEP Manual, which will be distributed by DYCD, and the DYCD Fiscal Manual.

3. Designate one point of contact, plus additional secondary points of contact, to engage regularly with DYCD leadership in order to:
 - a. Provide updates to DYCD on progress and feedback from MOCJ Contractors and MOCJ staff;
 - b. Report back to MOCJ Contractors on action items identified by the Parties;
 - c. With input from DYCD, identify MOCJ Contractor staff whose role is relevant to the subject area(s) to attend orientation, training sessions, and regularly scheduled SYEP meetings required by DYCD; and
 - d. In collaboration with DYCD, assist MOCJ Contractors with resolving any issues, including use of the payroll system and managing payment of SYEP Summer BRIDGE for Cure Violence Participants.
 4. Provide the name and contact information for the MOCJ Community Coordinator and MOCJ Contractor employees who require access to the Participant management system, which shall be approved by DYCD (“Authorized Staff and/or Contractors”). MOCJ shall notify DYCD as soon as practicable of any request to remove an Authorized Staff and/or Contractor’s access to the Participant management system where necessary, including but not limited to an Authorized Staff or Contractor’s departure or removal from employment with MOCJ or MOCJ Contractor.
- D. MOCJ acknowledges that DYCD may wish to evaluate the SYEP Summer BRIDGE for Cure Violence collaboration. Both MOCJ and DYCD agree to cooperatively work with one another and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.
3. Article 4, Budget and Payment, is hereby amended to add the following Sections at the end thereof:
 - C. DYCD transferred a total amount of \$147,750 to MOCJ in the FY21 Executive Plan, which included \$103,425 for the Period July 1, 2020, through March 10, 2021, and \$44,325 for the period March 11, 2021, through June 30, 2021, for MOCJ to cover the provider fees for its Contractors. Notwithstanding anything else in this Article 4 and exclusively for the period of July 1, 2020, through March 10, 2021, due to the COVID-19 disaster emergency and the changes in the program model for the summer of 2020, MOCJ shall reimburse its Contractors at a determined rate per Participant for the specific number of Participants identified in the line item budget submitted by each MOCJ Contractor, for a total of fifty six (56) Younger Youth Participants and one hundred sixteen (116) Older Youth Participants. MOCJ will reimburse its Contractors for Participants served at a rate not to exceed six hundred dollars (\$600) per Participant. MOCJ Contractors shall only be entitled to reimbursement for the number of Participants MOCJ Contractors have actually enrolled and served in accordance with

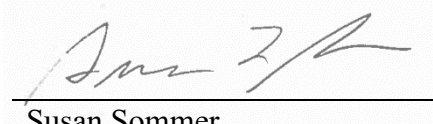
the terms of this Agreement, including Appendix A-1, SYEP Summer BRIDGE Scope of Work, and the line-item budgets approved by MOCJ.

- D. The Office of Management and Budget awarded DYCD \$155,200 in the FY21 ADOPT Budget Plan. DYCD shall use the funds to cover the stipends to be paid for the SYEP for Cure Violence program and the payment management system fees for the period July 1, 2020, through March 10, 2021.
4. Appendix A-1, SYEP Summer BRIDGE for Cure Violence Scope of Work, July 1, 2020 – March 10, 2021, which is attached hereto, is hereby appended to the end of Appendix A, and shall supersede Appendix A for the period of July 1, 2020, through March 10, 2021.
5. Except as expressly amended by this Modification, the terms and conditions of the MOU remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this First Modification as of the date first above written.

**CITY OF NEW YORK
THE MAYOR'S OFFICE OF
CRIMINAL JUSTICE**

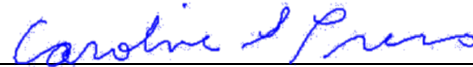


Susan Sommer
General Counsel

10/13/2020

Date

**CITY OF NEW YORK
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT**



Caroline Press
General Counsel

10/14/2020

Date

APPENDIX A-1

SUMMER YOUTH EMPLOYMENT PROGRAM
SCOPE OF WORK
SYEP FOR CURE VIOLENCE
JULY 1, 2020 – MARCH 10, 2021
SYEP SUMMER BRIDGE

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

- 1) “ADA” means the federal Americans with Disabilities Act.
- 2) “Agreement” means the Standard Human Services Agreement and all Riders and Appendices thereto.
- 3) “City” means New York City.
- 4) “CMS” means the Crisis Management System created by the Mayor’s Office and the City Council to provide a comprehensive anti-violence initiative focused upon reducing gun violence throughout New York City.
- 5) “Contractor” means an organization within the CMS contracted by the Mayor’s Office of Criminal Justice to operate the SYEP for Cure Violence Program.
- 6) “COVID-19” means the novel coronavirus discovered in 2019 that necessitated the issuance of New York State Governor’s Executive Order 202, *et. seq.*, (“E.O. 202”), declaring a State disaster emergency for the entire State of New York (i.e., NY on PAUSE).
- 7) “DYCD” means the City Department of Youth and Community Development.
- 8) “DYCD Fiscal Manual” means a set of instructions provided by DYCD documenting the applicable policies and procedures of DYCD for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement, and payroll, as may be amended by DYCD. The DYCD Fiscal Manual is incorporated by reference and may be found online at <https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page>. The DYCD Fiscal Manual is not intended to amend the material terms of Contractor’s Agreement with MOCJ.
- 9) “Enrollment Requirements” mean the minimum documentation required to be presented to Contractor in order to participate in SYEP, including valid Identification and Residency Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.

- a) “Identification Documents” means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.
 - b) “Residency Documents” means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant’s parent or guardian if Participant is aged 17 or younger, Participant’s official school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.
- 10) “Hats & Ladders” means the digital platform developed for Participants to engage in a web-based/digital Work Readiness Training curriculum via a mobile app.
- 11) “Participant” means a City resident who:
- a) meets the Enrollment Requirements of SYEP;
 - b) is enrolled in SYEP;
 - c) is serviced through the CMS; and
 - d) as of the first day of the Program Period, is either:
 - i) aged fourteen (14) through fifteen (15) (“Younger Youth Participant”),
 - ii) aged sixteen (16) through twenty-four (24) (“Older Youth Participant”).
- 12) “Participant Enrollment Survey” or “PES” means the standardized assessment tool provided by DYCD to Contractor to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Younger Youth Participant’s Project Assignment and each Older Youth Participant’s Project and Workplace Challenge Assignments, as well as Supportive Services for all Participants. The PES consists of several forms, some of which are to be filled out by the Contractor and others by the Participant and the Participant’s parent or guardian if aged 17 or younger.
- 13) “Private Sector” means for-profit or non-governmental entities, as well as large private, not-for-profit organizations such as hospitals and universities.
- 14) “Program Facility/ies” means the location/s from which Contractor normally administers the SYEP Program and provides Program Services as defined herein, but will not be used for these purposes, except for rare exceptions as outlined herein, due to COVID-19.
- 15) “Program Period” means a continuous five-week period, scheduled each summer by DYCD, during which all Participants participate in Work Readiness Training, Younger Youth participate in Project-Based Learning Experience/s, and Older Youth participate in Work-Based Experience/s and Workplace Challenge/s.
- 16) “Program Services” include, but are not limited to, the following services provided by the Contractor”
- a) Participant outreach and recruitment;
 - b) Project-Based Learning Experiences and Workplace Challenges development;
 - c) Participant application, selection, and enrollment;

- d) Matching and placement of Participants in Work Readiness Training, Project Assignments, and/or Workplace Challenges, including developing, implementing, and maintaining the PES for each Participant;
 - e) Work Readiness Training on the Hats & Ladders platform;
 - f) Supportive Services; and
 - g) Project-Based Learning Experiences and/or Workplace Challenges.
- 17) “Project-Based Learning Experience/s” means time spent by Participants participating in project-based learning activities provided either in-person or virtually by Contractor.
 - 18) “Project Assignment/s” means a project cohort in which a Participant shall be placed for their Project-Based Learning Experience, based on the Contractor’s assessment of the Participants’ age, skills, needs, and interests. Project Assignments shall be developed by the Contractor, and may be developed in conjunction with community partners.
 - 19) “Project Staff” means staff of the Contractor or community partners assigned to administer and facilitate Project-Based Learning Experience/s and/or Workplace Challenges and to supervise Participants.
 - 20) “Staff” means all persons, whether paid or volunteer, engaged by Contractor or a subcontractor to provide Program Services pursuant to the Agreement.
 - 21) “State” means New York State.
 - 22) “Supportive Services” include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the Contractor to be necessary for participation in SYEP.
 - 23) “SYEP” means Summer Youth Employment Program.
 - 24) “SYEP Manual” means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD’s policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.
 - 25) “Work Readiness Training” means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place on the Hats & Ladders platform.
 - 26) “Youth with Disabilities” shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

Contractor shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the SYEP Manual and the DYCD Fiscal Manual, and the high standards of professional quality customary to Contractor’s industry, including any changes in laws and regulations due to the COVID-19 pandemic, as follows:

- 1) SYEP Goals.

- a) Contractor shall provide Program Services, either over digital platforms or in person, consistent with the goal of helping Participants achieve the following objectives:
 - i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;
 - ii) Learn work norms and culture;
 - iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;
 - iv) Build professional networks; and
 - v) Learn to manage money (e.g., budgeting, opening a bank account).
 - b) Contractor shall develop Project-Based Learning Experience/s for Participants that:
 - i) Closely match Participants’ interests;
 - ii) Provide enriching career exploration;
 - iii) Emphasize foundational work-readiness;
 - iv) Help foster youth leadership; and
 - v) Develop social and emotional skills.
 - c) Contractor shall develop and/or facilitate Workplace Challenge/s for Older Youth that:
 - i) Connect youth to their communities and/or provider partners;
 - ii) Deliver an authentic learning experience that facilitates career exploration and work readiness;
 - iii) Builds critical executive skills including teamwork, communication, project management, and creativity;
 - iv) Provides an opportunity for youth to develop a tangible product to highlight on their resume; and
 - v) Where possible, relates to NYC’s recovery from the coronavirus, with projects related to public health, educational, infrastructure development, and supporting small businesses.
- 2) Project-Based Learning Experience and Workplace Challenge Development.
- a) Contractor shall identify and develop a range of both Project Assignments and Workplace Challenge Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning and Workplace Challenge Experiences. Contractor shall also have access to:
 - i) A virtual library designed by the Youth Development Institute (“YDI”) that will provide curricula for a range of Project-Based Learning Experiences; and
 - ii) A virtual library designed by Grant Associates that will provide curricula for a range of Workplace Challenges.

- b) Younger Youth: Contractor shall arrange for seven (7) hours of Project-Based Learning Experience for each Participant during the first three (3) weeks of the Program Period and twelve (12) hours of Project-Based Learning Experience for each Participant during the last two (2) weeks of the Program Period, for a total of forty-five (45) hours over the Program Period.
 - c) Older Youth: Contractor shall arrange for the following:
 - i) Eight (8) hours of Project-Based Learning Experience for each Participant during the first two (2) weeks of the Program Period;
 - ii) Eight (8) hours of Project-Based Learning Experience and Workplace Challenge activities for each Participant during the third week of the Program Period; and
 - iii) Eighteen (18) hours of Project-Based Learning Experience and Workplace Challenge activities for the last two (2) weeks of the Program Period;
 - iv) For a total of sixty (60) hours over the Program Period.
 - d) Contractor may schedule Project-Based Learning Experience/s and/or Workplace Challenge/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.
 - e) Contractor should endeavor to develop Project-Based Learning Experience/s and Workplace Challenges that connect to one of the City’s priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.
 - f) Contractor shall provide Project-Based Learning Experience/s and/or Workplace Challenges either in-person (“In-Person Services”) or remotely through the use of one or more videoconferencing platforms approved by DYCD (“Remote Services”).
- 3) Participant Outreach and Recruitment.
- a) Before the SYEP applications deadline, which has been pushed back by DYCD due to COVID-19, Contractor shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies. Physical recruitment shall not be required where safe physical distancing cannot be achieved for Contractor staff or Participants.
 - b) Contractor shall promote SYEP in, and recruit prospective Participants serviced through the CMS.
 - c) In order to recruit and enroll Participants, Contractor shall work collaboratively with partner agencies, including but not limited to:
 - i) Crisis Management System partner agencies;
 - ii) NYCHA, including NYCHA Offices of Resident Economic Empowerment and Sustainability;
 - iii) MOCJ;

- iv) Mayor’s Action Plan (“MAP”) Partner agencies; and
 - v) DYCD’s Cornerstone and Beacon Programs in the community.
- d) Contractor is strongly encouraged to collaborate with MAP Engagement Coordinators (provided by MOCJ) and New York City Police Department (NYPD) Neighborhood Coordination Officers (NCOs) to support community engagement efforts in each MAP development. Additional community resources for recruitment and engagement can include:
- i) schools;
 - ii) local libraries; and
 - iii) resident associations.
- e) Contractor shall recruit a number of prospective Participants equal to or greater than the number of Participants Contractor is obligated to enroll.
- f) Contractor is strongly encouraged to recruit prospective Youth with Disabilities.
- g) Contractor shall recruit and serve Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations.
- 4) Participant Application, Selection, and Enrollment.
- a) As directed by DYCD due to COVID-19, Contractor shall encourage Participants to complete applications and shall assist Participants with their applications. Contractor shall maintain internet-connected computer stations at its Program Facility for youth to apply online using DYCD’s online application system, where applicable. Contractor shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the Contractor shall be entered by Contractor into the application management system designated by DYCD. Contractor shall accept application packets from referral agencies indicated in Section (4) above, and shall coordinate with referral agencies as necessary to assist Participants with enrollment.
 - b) Contractor shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:
 - i) Contractor shall notify Participants by email, phone call, and/or text message of the enrollment process.
 - ii) Contractor shall verify that each prospective Participant has provided, via upload to a DYCD-designated portal, all documents necessary to meet Enrollment Requirements.

- iii) Contractor shall ensure that a PES is completed for each Participant, using forms provided to Contractor by DYCD (“PES Forms”), and shall maintain PES Forms as a record. Contractor shall use the PES to assess each Participants’ specific interests, strengths, and needs, and to determine the Participant’s Project/Workplace Challenge Assignments and Supportive Services, where necessary.
 - c) Contractor shall enroll Participants in a timely manner. If Contractor is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, Contractor shall notify DYCD and the referral agency, if applicable, of its inability to enroll the Participant and a replacement Participant may be selected and enrolled by Contractor.
 - d) Contractor shall notify DYCD in the event that a Participant enrolled by Contractor withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by Contractor, in which case Contractor shall enroll the replacement Participant.
 - e) If Contractor enrolls a replacement Participant, Contractor will only be considered to have served a single Participant for purposes of Section 3.03 of the Standard Human Services Agreement and Appendix C, Program Plan.
 - f) Approximately thirty percent (30%) of Participants enrolled by Contractor shall be Younger Youth and seventy percent (70%) of Participants shall be Older Youth.
 - g) Contractor shall not charge, impose, or request, nor allow any third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application, participation, or employment of any Participant.
- 5) Work Readiness Training.
- a) During the first three (3) weeks of the Program Period, Contractor shall ensure that each Participant is able to access the Hats & Ladders platform in order to complete Work Readiness Training, as follows:
 - i) For Younger Youth: five (5) hours per week, for a total of fifteen (15) hours; and
 - ii) For Older Youth: ten (10) hours per week, for a total of thirty (30) hours.
 - b) Contractor shall be responsible for facilitating and tracking all Work Readiness components of the program to ensure youth are engaged. Contractor shall ensure that Participants understand that engagement and participation in Work Readiness Training will directly impact distribution of their stipend.
 - c) Contractor shall support youth on the Hats & Ladders platform as they build on foundational employability skills, such as:
 - i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);
 - ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and
 - iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).

- d) Contractor shall provide an introduction to the program, which may take place on the first day of the Program Period and may count toward the hour requirement during the first week. The introduction shall provide SYEP policies and procedures, and cover topics such as project assignments, program expectations, how to receive a stipend, and other program logistics, opening bank accounts, direct deposit and payment card use.
 - e) Contractor shall monitor and report to DYCD Participant completion of Work Readiness Training on the Hats & Ladders platform, using data provided by Hats & Ladders.
 - f) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.
- 6) Participant Matching and Placement.
- a) During the period May through June, and later as necessary, Contractor shall place each Participant in the Project/Workplace Challenge Assignments that best correspond with the Participant's needs, goals, and interests, as reflected in the Participant's PES, in order to provide the Participant with opportunities to explore career interests, acquire good work habits and develop employment-related skills. Project/Workplace Challenge Assignments should be appropriate for participants' age, skills, needs, interests, and employment barriers.
 - b) Project Assignments and Workplace Challenges.
 - i) Project and Workplace Challenge Assignments should be tailored to meet the developmental needs of youth and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills. Project-Based Learning Experience/s and Workplace Challenges should reinforce those employability skills fostered during Work-Readiness Training. Project and Workplace Challenge Assignments must meet DYCD's minimum standards, as outlined in the SYEP Manual.
 - ii) Project Assignments must meet DYCD's minimum standards for Project-Based Learning Experience/s and Workplace Challenges, as outlined in the SYEP Manual.
 - iii) Participants will earn a stipend during the Program Period for participation in Work Readiness Training, Project-Based Learning Experience/s, and Workplace Challenge/s.
 - iv) Due to the safety risks posed by COVID-19, Project-Based Learning Experience/s and Workplace Challenge/s must take place online.
 - v) All Participant Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments. All Project-Based Learning Experiences developed by YDI and Workplace Challenges developed by Grant Associates will have DYCD approval.
- 7) Project-Based Learning Experience/s and Workplace Challenges.
- a) During the period July through August, Contractor shall require Project Staff to prepare, maintain, verify, and report completion of activity/assignment units for each Participant, indicating all Project-Based Learning and/or Workplace Challenge activity/assignment

units Participant completed, for each week of the Program Period in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

- b) Contractor shall solicit feedback on the value and appropriateness of Project and/or Workplace Challenge Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of in-person and virtual activities/assignments and each Participant's units of participation, resolving conflicts between Participants and Project Staff, and, where necessary, replacement Project and/or Workplace Challenge Assignments.
 - c) Contractor shall require Project Staff to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.
 - d) Contractor shall monitor, record, verify, and report Participants' completion of Project-Based Learning and/or Workplace Challenge activity units in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.
 - e) DYCD may increase or decrease the required number of Project-Based Learning Experience and/or Workplace Challenge hours/units provided to each Participant during the Agreement term or in any renewal term.
 - f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.
- 8) Supportive Services.
- a) Throughout the duration of the Program Services outlined above, Contractor shall provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations.
 - b) All Supportive Services referral agreements between Contractor and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and Contractor.
 - c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.
 - d) Contractor shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.
 - e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom Contractor has entered into a referral agreement.
 - f) Contractor shall follow up with respect to each referral to ensure that services were received satisfactorily.
- 9) Community Partnerships.

- a) Contractor shall secure community partnerships with external entity/ies that enhance Program Services, including with, but not limited to the following external entities:
 - i) Employers and organizations that would support work readiness, skill-development, and career awareness and exposure, including knowledge of career pathways connected to the City’s priority sectors;
 - ii) Educational organizations that would enhance program activities (e.g., programs that teach about financial literacy, college access and post-secondary educational options);
 - iii) Organizations that would support Participants’ connections to work or education after SYEP completion, including programs or services that would provide participants with career exposure and job opportunities, occupational training, or post-secondary education;
 - iv) Organizations that provide financial literacy and financial counseling and appropriate financial and banking products;
 - v) Organizations or entities that can further develop civic engagement and youth leadership opportunities;
 - vi) Organizations that can connect youth to mentors (e.g., NYC Service, NYC Mentoring Initiative);
 - vii) Other DYCD programs in their community that could provide additional enrichment or supportive services; and
 - viii) Organizations that could provide supportive services to Participants, (e.g., mental health, housing, health, food and nutrition, housing, substance abuse treatment, legal, childcare, financial resources).
- b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

- 1) Contractor shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual and DYCD Fiscal Manual. This shall include any guidance regarding safety and protocols related to COVID-19.
- 2) Contractor shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.
- 3) Resources.
 - a) Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services, and perform necessary administrative functions throughout the Term, including, but not limited to:
 - i) Program evaluation;
 - ii) Implementation of corrective action required by DYCD;
 - iii) Program monitoring, including monitoring of virtual platforms;

- iv) Program research and development, including the preparation of reports required by DYCD; and
 - v) Fiscal reporting, review, audit, and close-out of the Program.
- b) Contractor shall ensure that appropriate Program Staff are trained to perform programmatic and fiscal monitoring and reporting in accordance with DYCD procedures and requirements, and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, Contractor shall ensure that its Program Staff members have access to computers at the Program Facility, or at their homes for telework due to COVID-19, and with the following technological requirements:
- i) An operating system comparable to Microsoft Windows 7 or greater;
 - ii) Microsoft Internet Explorer 10 or greater;
 - iii) A minimum connection speed of 1 MB per second (basic DSL);
 - iv) Up-to-date antivirus software;
 - v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and
 - vi) Firewall software or hardware.
- c) Contractor shall comply with the following requirements in providing all Remote Services:
- i) Contractor shall utilize one or more secure videoconferencing platforms for the provision of Remote Services. Contractor shall obtain the necessary subscriptions, licenses, and approvals for the use of such platforms. Contractor shall not infringe upon any intellectual property rights in the use of such platforms. Contractor shall be responsible for installing any software and security updates for such platforms.
 - ii) Contractor shall have the capacity to conduct meetings, workshops, and trainings remotely using such platforms, and ensure that its staff are properly trained to use such platforms.
 - iii) Contractor shall ensure accessibility of Remote Services in compliance with the Americans with Disabilities Act.
 - iv) Contractor shall review and make best efforts to comply with the recommendations in the “Frequently Asked Questions Regarding Remote Program Services” issued by DYCD as of July 14, 2020, attached herein as Exhibit A, in an effort to ensure appropriate staff and participant conduct during provision of Remote Services.
 - v) Contractor shall comply with any additional DYCD guidance provided from time to time with respect to Remote Services.
- 4) Program Facility/ies.
- a) Requirements in this section (4), subsections (b) through (d) shall only apply if the stay-at-home requirements of Executive Order 202.6, *et seq.*, are lifted and Contractor has developed a safety plan for allowing Participants to access Program Facility/ies for In-Person Services. Contractor shall comply with the following requirements for providing In-Person Services:

- i) Contractor shall review and comprehend the NY State Forward office re-opening guidance for essential businesses. Per Executive Order 202.6 issued by the Governor of the State of New York, human service providers are designated as essential businesses. Contractor shall submit an electronic affirmation to New York State that it has reviewed the re-opening guidance and shall operate in accordance with such guidance.
- ii) Contractor shall complete a “NY State Forward Safety Plan Template” for each Program Facility prior to commencing In-Person Services. Each Program Facility shall have a copy of such Safety Plan on file, which shall be made available to DYCD and other City and State oversights for inspection upon request. Contractor shall designate a Site Safety Monitor at each Program Facility who shall ensure compliance with Contractor’s Safety Plan.
- iii) Contractor shall comply with all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures, including Executive Order Number 202 “Declaring a Disaster Emergency in the State of New York” issued on March 7, 2020 and continued as of July 21, 2020, for as long as such orders are in effect.
- iv) DYCD shall provide personal protective equipment where requested by Contractor.
- v) Contractor shall assess the Project Staff-to-Participant ratio and make reductions where necessary to ensure that Project Staff and Participants are properly socially distanced.
- vi) Contractor shall comply with any additional DYCD, City, State or federal guidance provided from time to time with respect to COVID-19 Public Health Provisions.
- b) Contractor shall secure and maintain Program Facility/ies that is/are of appropriate size and design to:
 - i) Adequately accommodate Contractor’s staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and
 - ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection and Enrollment, Work Readiness Training, payment card distribution, Supportive Services, and SYEP administration.
- c) Program Facility/ies must be accessible by public transportation.
- d) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.
- e) Project Assignments for Younger Youth.
 - i) Contractor shall recruit, identify, and develop a sufficient number of Project Assignments and/or Workplace Challenges to provide structured programming either in-person or in virtual environments to all Participants. All Project Staff must be able to provide a planned, well-supervised experience for Participants. All Project Assignments and/or Workplace Challenges must be approved by DYCD; Contractor

shall enter information for every Project Assignment and/or Workplace Challenge into the project management system designated by DYCD and submit the Project Assignment and/or Workplace Challenge for DYCD approval. Contractor may not place Participants at a Project Assignment and/or Workplace Challenge without DYCD approval.

- ii) Each Project Assignment and/or Workplace Challenge shall maintain a Project Staff-to-Participant ratio no greater than 1:40 for Remote Services and 1:12 for In-Person Services, ample equipment and supplies, and a safe, hazard-free program environment, including virtual platforms. Each Project Assignment and/or Workplace Challenge shall be no more than forty (40) Participants per cohort.
- iii) Record Keeping. Contractor shall complete the following forms provided by DYCD:
 - (1) A written proposal for each Project-Based Learning Experience and Workplace Challenge, which outlines the Project Staff's obligations and responsibilities related to the operation of the Project/Workplace Challenge Assignment, as well as an acknowledgment of the SYEP terms and conditions; and
 - (2) A written agreement between the Contractor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Project-Based Learning Experience and/or Workplace Challenge ("Participant Project Referral").
- iv) Nothing contained in the project proposal or Participant Project Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Project Staff or the Participant.
- v) Contractor shall submit copies of all Project and Workplace Challenge proposals to DYCD for prior approval, and retain the same on file digitally for review by DYCD. Contractor shall digitally retain all copies of Participant Project Referrals on file for review by DYCD.
- vi) Contractor shall provide policy and procedures guidelines and in-service orientation to all Project Staff, which may be virtual, and ensure that each implements and maintains appropriate policies and procedures specific to SYEP Participants. Such orientation for Project Staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

5) SYEP Participant Compensation.

- a) Contractor shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD ("Payment Management System"), in accordance with the SYEP Manual and the following:
 - i) Contractor shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;

- ii) Contractor shall cooperate with the payment provider designated by DYCD (“Payment Provider”) and/or DYCD in resolving any payment issues during the Program Period; and
 - iii) Disputes between Contractor and the Payment Provider shall be resolved in accordance with DYCD policies and procedures.
- b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall enter the total number of activity/assignment units of participation in Work Readiness Training, Project-Based Learning Experience/s, and/or the Workplace Challenge into the Payment Management System, based on data from Hats & Ladders and Participants’ virtual sign-in recorded by appropriate Contractor staff. Virtual sign-in records must reflect the actual activity/assignment units completed by each Participant and must be attested to by the Project Staff member assigned to monitor completion of virtual activities/assignments.
 - c) Contractor shall regularly monitor for evidence of fraudulent activity/assignment completion. In the event that Contractor suspects completion of activities/assignments to be fraudulent, Contractor must reach out to the Participant or Project Staff, as appropriate, to attempt to verify the units completed. Disputes about completion of activities/assignments shall be resolved in accordance with DYCD policies and procedures.
 - d) Enrollment in Direct Deposit. Contractor shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. Contractor shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.
 - e) Payment Cards. If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, Contractor shall be responsible for distributing payment cards to each Participant. Contractor shall be liable for any loss, damage, theft, or misuse of such payment cards from the time Contractor receives their delivery to the time Contractor successfully distributes the same to the Participants. Contractor shall maintain a log of payment cards that have been mailed to Participants, which must be produced to DYCD upon request.
 - f) Contractor shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.
 - g) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. Contractor shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.
 - h) At the end of the calendar year, the Payment Provider will send IRS Form 1099-INT directly to Participants. Contractor shall be responsible for responding to inquiries regarding IRS Form 1099-INT, as well as for providing replacement Forms.
- 6) Record Keeping and Reporting.
- a) Contractor shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.

- b) Contractor shall respond, without undue delay, to all requests for Program-related and/or Facility-related data from DYCD.
- c) Contractor shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.
- d) Contractor shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.
- e) Contractor shall make, complete, and maintain program records and written reports as required by DYCD, which may be digital, including, but not limited to, the following:
 - i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;
 - ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;
 - iii) Participant application and enrollment documents, including, but not limited to, Identification Documents and Residency Documents;
 - iv) Completed PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;
 - v) Participant Project Referrals;
 - vi) Weekly Participant activity/assignment completion data that have been verified by Contractor and accurately reflect Participant's completion of activities/assignments for Work-Readiness Training, Project-Based Learning Experience/s, and/or Workplace Challenge/s;
 - vii) Evaluations for each Participant by the Project Staff on forms provided by DYCD to Contractor as follows:
 - (1) The first evaluation shall be completed at the end of the third week of the Program Period; and
 - (2) The second evaluation shall be completed during the final week of the Program Period.

7) Incident Reporting.

- a) Contractor shall notify DYCD of any incident of abuse by any of Contractor's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services, and applies to virtual/remote occurrence. This notification must be made by telephone or email to DYCD, or a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect"), as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a report submitted through DYCD Connect, if necessary, within three (3) days of such incident. 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.

- b) Contractor shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from Contractor's activities and obligations under the Agreement, and applies to virtual/remote occurrence. Injuries or incidents involving the police, fire department or an ambulance, or inappropriate conduct on the part of Contractor staff, must be reported to DYCD by email as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.
 - c) If Contractor is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, Contractor shall also adhere to Section 8.03 of the Agreement.
- 8) Meetings and Trainings. Contractor shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD, which may be virtual. Contractor shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.
- 9) Marketing and Materials.
- a) Co-Branding/Marketing.
 - i) Contractor shall conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD's "Co-Branding/Marketing Guidelines," which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:
 - (1) To include DYCD's logo and the "Summer Youth Employment Program" or "SYEP" language in all Program-related signage, publications, print materials, communications, and advertisements, whether physical or digital.
 - (2) To post a 311 sign in its Program Facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services, and lists the City's hotline for government information and non-emergency services. The Contractor may also include its own name and/or logo in such materials. This notice shall also be made available electronically.
 - (3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.
 - (4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.
 - ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for SYEP.
 - b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.

- 10) Social Media Policy. Contractor shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

1) Staff Requirements.

- a) Contractor shall employ, at a minimum, the following:
- i) A Program Director (full-time for 12 months) with a Bachelor’s degree or higher, in addition to three (3) years of related experience, including experience supervising or managing youth employment programs. The Program Director shall have overall responsibility for effective delivery of Program Services and all administrative tasks, including reporting to DYCD.
 - ii) An Education Coordinator (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of three (3) years of related experience working in the field of youth development or youth workforce development and developing project-based experiences. The Education Coordinator shall provide support on creating content for Work Readiness Training and fostering continuous quality improvement through data-informed decision-making and effective supervision and professional development.
 - iii) Seasonal staff able to support the SYEP program and willing to travel to Program Facility/ies via public transportation on an as-needed basis.
- b) Contractor is encouraged, but not required, to employ a Counselor or Social Worker (full-time or part-time for a minimum of two (2) months) with one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); Credentialed Alcoholism and Substance Abuse Counselor (CASAC); Licensed Mental Health Counselor (LMHC); or a New York State-certified school counselor. The Counselor or Social Worker shall conduct assessments, provide counseling when needed, and provide supportive referrals to help youth complete SYEP and successfully transition to work or educational opportunities.

2) Staff Screening and Hiring. Contractor shall recruit, screen, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:

- a) Contractor shall screen the backgrounds of all prospective staff members before hiring or retaining the same, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:
- i) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:

- (1) sexual misconduct, especially involving minors;
 - (2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;
 - (3) theft of public property;
 - (4) bribe receiving or offering;
 - (5) possession or use of lethal weapons of any kind; and
 - (6) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of Participants or other personnel.
- ii) Employment history, including verification of same through direct contact by the Contractor with former employers;
 - iii) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;
 - iv) Military service, including, where appropriate, verification of discharge status; and
 - v) Any other relevant information related to character, conduct, or background.
- b) Before hiring or retaining any prospective Staff member with a criminal conviction history, Contractor shall provide written notification to DYCD of such person's criminal conviction history and, if Contractor determines to move forward with employing the prospective Staff person and if requested by DYCD, share with DYCD Contractor's rationale for moving forward with employment.
 - c) Contractor shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.
 - d) Contractor shall require its Staff members, including Project Staff ("Contractor Staff"), to report any arrest or criminal conviction to Contractor as soon as possible.
 - i) Upon receiving notice of any criminal conviction of a Contractor Staff member, the Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.
 - ii) Upon receiving notice of any arrest of a Contractor Staff member, Contractor shall assess whether the Contractor Staff member's presence at the Facility or in a virtual platform poses a threat to Participants, before allowing such Staff member to return to the Facility or virtual platform where Participants are present. If it is determined that the presence of such Contractor Staff member at the Facility or in a virtual platform poses a threat to Participants, such Contractor Staff member shall be barred from the Facility or virtual platform pending resolution of the criminal matter. Contractor shall ensure that any vacancy resulting from the barring of such Contractor Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV. If Contractor's assessment results in a decision to re-assign Contractor Staff member/s or Participant/s, Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.

- 3) Fingerprinting. Contractor shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), including via virtual platforms, undergo background checks, which may include but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, Contractor shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.
- 4) Personnel Manual. Contractor shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, which may be digital, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.
- 5) Staff Training in DYCD's Program Approach.
 - a) Promote the Positive Framework. Contractor shall train Staff in a strengths-based framework emphasizing Positive Youth Development (PYD), Social and Emotional Learning (SEL), and Youth Leadership principles and practices to help guide programs to achieve positive outcomes for youth, families and communities. A comprehensive guide to this framework is available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth_Leadership_Development_Framework.pdf.
 - b) DYCD's Circles of Support. Contractor shall train Staff to embody the principles and vision underpinning the Circles of Support family engagement framework, available at: https://www1.nyc.gov/assets/dycd/downloads/pdf/16-5268b_v12SONYC_FamilyEngagement_Brief03739.001.02_FNL.pdf.
 - c) Safe, Welcoming, and Inclusive Environment. Contractor shall train Staff to ensure a safe and welcoming environment for all, regardless of age, culture, or background.
 - i) Contractor shall have protocols for Staff behavior and effective training and supervision to ensure the environment is friendly and supportive and everyone is treated with dignity and respect, starting from the very first encounter with Staff.
 - ii) Contractor shall ensure youth from all backgrounds, including Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ) youth are treated with respect and feel welcomed and supported throughout their participation in Program Services. DYCD has developed guidelines for providing safe, affirming and respectful programs and services for LGBTQ youth, available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.
- 6) Staffing Levels.
 - a) Contractor shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services as outlined in this Scope of Work, Appendix B-1, throughout the applicable term.
 - b) Contractor shall promptly notify DYCD staff in writing as soon as is practicable of any changes in Program Staff, including program and organization management.

ARTICLE V – MISCELLANEOUS

- 1) Headings. Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Scope of Work.
- 2) Notice. In addition to the Notice requirements established in this Agreement, Contractor shall ensure that e-mail addresses are established for both the Program Director and Executive Director.
- 3) Subcontracts. Notwithstanding any provision in Section 3.02 of Appendix A of this Agreement, Contractor shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted.
- 4) Purchase Goals. Contractor shall use best efforts to utilize businesses and individual proprietors listed on the New York City Online Directory of Certified MWBE Businesses as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

EXHIBIT A



Frequently Asked Questions Regarding Remote Program Services

This FAQ is for Providers funded by the New York City Department of Youth and Community Development providing program services remotely in whole or in part. DYCD may update and revise this FAQ.

Can DYCD-funded program services be provided remotely?

Yes, if approved by DYCD as part of your workscope (which may also include in-person services), program services may be provided remotely using video-conferencing applications. Providers should use their discretion in determining whether their program services can be provided remotely, taking into consideration the nature of the services and whether program participants have the ability to access services through the internet.

What are some recommended best practices for hosting remote program services?

DYCD recommends that you always create a password for your remote meeting. DYCD also recommends that you designate a moderator for your remote meeting. The moderator should be able to control participants' ability to mute/unmute and share screens and enable/disable private chats between participants. Finally, DYCD recommends that you create a waiting room for your remote meeting, from which the moderator can admit participants into the meeting.

Can remote DYCD-funded program services be recorded?

Recording of remote program services is permitted if all meeting participants are notified that the meeting will be recorded both in advance of the meeting (i.e. in the meeting invitation) and during the meeting itself (i.e. through an on-screen notification displayed at the beginning of the meeting). Participants must be given the option to turn off their video feed if they do not wish to be recorded.

Should parents/guardians be notified if youth are participating in remote program services?

Yes, providers should notify parents/guardians if participants under the age of 18 are participating in remote program services. Such notification should occur in advance of the remote meeting and should state the purpose and schedule of the meeting (or recurring meetings), and if it will be recorded. Notification can be done via email.

Are there any other special considerations for remote program services?

Yes. DYCD recommends that providers create and distribute a standard of online behavior for meeting participants. This includes prohibiting profanity, nudity, cyber-bullying, and sexual harassment. The meeting moderator should remove any participant who fails to comply with the standard of online behavior. Providers must also ensure that meeting participants know how to use basic functionalities such as turning their camera on/off and muting/unmuting their

microphones. Additionally, providers must continue to comply with DYCD's Incident Reporting Policy and Social Media Policy.

Do the City's records retention and audit requirements apply to remote program services?

Yes, any records created during remote program services are subject to the audit and records retention requirements of your City contract. This includes any recording of remote program services.

Does the City's Identifying Information Law apply to remote program services?

Yes, remote program services must comply with the City's Identifying Information Law. Be very mindful of sharing personal identifying information or other sensitive and/or confidential information during remote program services.

**SECOND MODIFICATION OF
SYEP FOR CURE VIOLENCE
MEMORANDUM OF UNDERSTANDING**

-between-

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

-and-

**THE CITY OF NEW YORK
MAYOR'S OFFICE OF CRIMINAL JUSTICE**

This **SECOND MODIFICATION** ("Second Modification"), effective March 11, 2021, is made by and between the following (each a "Party" and, collectively, the "Parties"): the New York City Mayor's Office of Criminal Justice ("MOCJ"), located at 1 Centre Street, 10th Floor, New York, NY 10007, and the New York City Department of Youth and Community Development ("DYCD" or "the Department"), located at 2 Lafayette Street, 21st Floor, New York, NY 10007.

WITNESSETH:

WHEREAS, the Parties entered into a Memorandum of Understanding ("the MOU") in order to collaborate on implementation and funding of the Summer Youth Employment Program ("SYEP") for Cure Violence program; and

WHEREAS, due to the disaster emergency caused by the novel coronavirus, COVID-19, the Parties agreed to modify the MOU pursuant to Article 11, Section A, in order to collaborate on implementation of SYEP Summer BRIDGE for Cure Violence for the period July 1, 2020, through March 10, 2021 ("First Modification"); and

WHEREAS, due to the ongoing safety concerns and economic effects of COVID-19 and limited employment opportunities during the upcoming summer, DYCD has determined in its discretion to provide SYEP programming under an amended program model for the period March 11, 2021, through March 10, 2022; and

WHEREAS, the Parties have agreed to modify the MOU pursuant to Article 11, Section A, in order to collaborate on implantation of a modified version of SYEP for Cure Violence.

NOW, THEREFORE, the Parties have agreed and do agree as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the MOU.

2. Pursuant to section A of Article 11 of the Agreement, the Parties hereby exercise their right to modify the Agreement, effective March 11, 2021. MOCJ agrees to amend its Contracts with MOCJ Contractors to incorporate and require implementation of the modified SYEP for Cure Violence program for 2021. This modification is accomplished by adding the following to the end of subsection 1 of section A of Article 3, Scope of Services – MOCJ:

“Notwithstanding anything else in this subsection 1, MOCJ shall amend its contracts with MOCJ Contractors, as identified by MOCJ, to incorporate and require implementation of 2021 SYEP for Cure Violence, according to the 2021 SYEP for Cure Violence Scope of Work, as amended due to the COVID-19 disaster emergency and the changes in the program model for the 2021 program year, which is attached hereto as Appendix A-2, exclusively for the period March 11, 2021, through March 10, 2022. For clarity, the remainder of subsections 1-3 of this section A and section B of Article 3 shall apply to the 2021 SYEP for Cure Violence program.”

3. DYCD has transferred funding to MOCJ to reimburse its Contractors for Participants served in 2021 SYEP for Cure Violence. In order to adjust for total enrollment in the program, MOCJ shall reimburse \$13,230 to DYCD via the November 2021 Budget Plan. DYCD shall continue to pay the wages to Participants in all three programs and the payment management system fees for the period July 1, 2021, through March 10, 2022. This modification is accomplished by adding the following sections at the end of Article 4, Budget and Payment:

“E. DYCD transferred a total amount of \$103,425 to MOCJ for the period July 1, 2021, through March 10, 2022, for MOCJ to cover the provider fees for its Contractors for SYEP for Cure Violence. MOCJ shall transfer a total amount of \$13,230 to DYCD in the November 2021 Budget Plan to reimburse DYCD for over-payment during the period of July 1, 2021, through March 10, 2022. MOCJ shall reimburse its Contractors for Participants served at a rate not to exceed: six hundred dollars (\$600) per Younger Youth Participant and four hundred fifty dollars (\$450) per Older Youth Participant. MOCJ Contractors shall only be entitled to reimbursement for the number of Participants MOCJ Contractors have actually enrolled and served in accordance with the terms of this MOU, including Appendix A-2, 2021 SYEP for Cure Violence Scope of Work, and the line-item budgets approved by MOCJ.

F. The Office of Management and Budget awarded DYCD \$494,411 to cover the wages to be paid for the 2021 SYEP for Cure Violence program, the payroll processing system fees, workers’ compensation, and payroll tax expenses for the period July 1, 2021, through March 10, 2022.

G. Appendix A-2, 2021 SYEP for Cure Violence Scope of Work, which is attached hereto, is hereby appended to the end of Appendix A-1, and shall supersede both Appendices A and A-1 for the period March 11, 2021, through March 10, 2022.”

4. Except as expressly amended by this Modification, the terms and conditions of the MOU remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Second Modification as of the date first above written.

**CITY OF NEW YORK
THE MAYOR'S OFFICE OF
CRIMINAL JUSTICE**

**CITY OF NEW YORK
DEPARTMENT OF YOUTH AND
COMMUNITY DEVELOPMENT**



Deanna Logan
General Counsel

1/21/2022
Date



Caroline Press
General Counsel

01/26/2022
Date

APPENDIX A-2

**2021 SYEP for Cure Violence
Scope of Work**

SUMMER YOUTH EMPLOYMENT PROGRAM
SCOPE OF WORK
SYEP FOR CURE VIOLENCE
MARCH 11, 2021 – MARCH 10, 2022

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms will have the meanings set forth below:

- 1) “ADA” means the federal Americans with Disabilities Act.
- 2) “Agreement” means the Standard Human Services Agreement and all Riders and Appendices thereto.
- 3) “City” means New York City.
- 4) “COVID-19” means the novel coronavirus discovered in 2019 that necessitated the issuance of New York State Governor’s Executive Order 202, *et. seq.*, (“E.O. 202”), declaring a State disaster emergency for the entire State of New York.
- 5) “CMS” means the Crisis Management System created by the Mayor’s Office and the City Council to provide a comprehensive anti-violence initiative focused upon reducing gun violence throughout New York City.
- 6) “Contractor” means an organization within the CMS contracted by the Mayor’s Office of Criminal Justice to operate the SYEP for Cure Violence Program.
- 7) “DYCD” means the City Department of Youth and Community Development.
- 8) “DYCD Fiscal Manual” means a set of instructions provided by DYCD documenting the applicable policies and procedures of DYCD for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement, and payroll, as may be amended by DYCD. The DYCD Fiscal Manual is incorporated by reference and may be found online at <https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page>. The DYCD Fiscal Manual is not intended to amend the material terms of Contractor’s Agreement with MOCJ.
- 9) “Enrollment Requirements” mean the minimum documentation required to be presented to Contractor in order to participate in SYEP, including valid Identification, Residency, and Working Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.
 - a) “Identification Documents” means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.

- b) **“Residency Documents”** means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant’s parent or guardian if Participant is aged 17 or younger, Participant’s official school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.
 - c) **“Working Documents”** means proof that the Participant is eligible to work, such as a birth certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Services. Participants under age 18 must also provide age-appropriate New York State employment certificates. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration. Working Documents are required only for Older Youth Participants given a Work Assignment.
- 10) **“Hats & Ladders”** means the digital platform developed for Participants to engage in a web-based/digital Work-Readiness Training curriculum via a mobile app.
- 11) **“MOCJ”** means the Mayor’s Office of Criminal Justice.
- 12) **“Participant”** means a City resident who:
- a) meets the Enrollment Requirements of SYEP;
 - b) is enrolled in SYEP; and
 - c) as of the first day of the Program Period, is either:
 - i) aged fourteen (14) through fifteen (15) (“Younger Youth Participant”); or
 - ii) aged sixteen (16) through twenty-four (24) (“Older Youth Participant”).
- 13) **“Participant Enrollment Survey”** or **“PES”** means the standardized assessment tool provided by DYCD to Contractor to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Younger Youth Participant’s Project Assignment and each Older Youth Participant’s Work Assignment, as well as Supportive Services for all Participants. The PES consists of several forms, some of which are to be filled out by the Contractor and others by the Participant and the Participant’s parent or guardian if aged 17 or younger.
- 14) **“Private Sector”** means for-profit or non-governmental entities, as well as large private, not-for-profit organizations such as hospitals and universities.
- 15) **“Professional and Technical Development”** means training directly related to a Participant’s Work-Based Learning Assignment, course of study, or bearing a career pathway credential.
- 16) **“Program Facility/ies”** means the location/s from which Contractor administers the SYEP Program and provides Program Services as defined herein, including facilities used for Project-Based Learning Experience/s for Younger Youth, and excluding those Work Assignments designated to be provided at Worksites. Program Facility/ies are not required to be used for Program Services, except for rare exceptions as outlined herein, due to COVID-19.
- 17) **“Program Period”** means a continuous six-week period scheduled each summer by DYCD, during which Younger Youth participate in Project-Based Learning Experience/s and Older

Youth participate in Work-Based Experience/s, and for some Participants, Professional and Technical Development.

- 18) "Program Services" include, but are not limited to, the following services provided by the Contractor"
- a) Participant outreach and recruitment;
 - b) Project-Based Learning Experiences development;
 - c) Worksite and Work-Based Experiences development;
 - d) Participant application, selection, and enrollment;
 - e) Participant Project-Based Learning/Work-Based Experiences, and Professional and Technical Development if applicable, matching and placement, including developing, implementing, and maintaining the PES for each Participant;
 - f) Work Readiness Training, which may be conducted on the Hats & Ladders platform or in person by Contractor;
 - g) Supportive Services; and
 - h) Project-Based Learning/Work-Based Experiences.
- 19) "Project-Based Learning Experience/s" means time spent by Younger Youth Participants participating in project-based learning activities provided by Contractor.
- 20) "Project Assignment/s" means a project cohort in which a Younger Youth Participant shall be placed for their Project-Based Learning Experience, based on the Contractor's assessment of the Participants' age, skills, needs, and interests. Project Assignments shall be developed by the Contractor and may be developed in conjunction with community partners.
- 21) "Staff" means all persons, whether paid or volunteer, engaged by Contractor or a subcontractor to provide Program Services pursuant to the Agreement.
- 22) "State" means New York State.
- 23) "Supportive Services" include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the Contractor to be necessary for participation in SYEP.
- 24) "SYEP" means Summer Youth Employment Program.
- 25) "SYEP Manual" means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD's policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.
- 26) "Work Assignment/s" means a job at a Worksite in which an Older Youth Participant shall be placed for their Work-Based Experience, based on the Contractor's assessment of the participants' age, skills, needs, and interests. Work Assignments shall be developed by the Contractor in conjunction with the Worksite.
- 27) "Work Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place on the Hats & Ladders platform or in

person with Contractor prior to the commencement of Project-Based Learning/Work-Based Experiences, and which will incorporate the required curriculum components that will be provided to Contractor by DYCD.

- 28) "Work-Based Experience/s" means time spent by Older Youth Participants performing work or receiving employment training.
- 29) "Worksite/s" means SYEP site/s, sponsored by government agencies, not-for-profit, and for-profit organizations, at which Work-Based Experiences for Older Youth take place.
- 30) "Youth with Disabilities" shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

Contractor shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the SYEP Manual, and the DYCD Fiscal Manual, and the high standards of professional quality customary to Contractor's industry, including any changes in laws and regulations due to the COVID-19 pandemic, as follows:

1) SYEP Goals.

- a) Contractor shall provide Program Services, either over digital platforms or in-person, consistent with the goal of helping Participants achieve the following objectives:
 - i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;
 - ii) Learn work norms and culture;
 - iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;
 - iv) Build professional networks; and
 - v) Learn to manage money (e.g., budgeting, opening a bank account).
- b) Contractor shall develop Project-Based Learning Experience/s for Younger Youth that:
 - i) Closely match Participants' interests;
 - ii) Provide enriching career exploration;
 - iii) Emphasize foundational work-readiness;
 - iv) Help foster youth leadership; and
 - v) Develop social and emotional skills.
- c) Contractor shall develop Work-Based Experience/s for Older Youth that:
 - i) Introduce Participants to the world of work and expose Participants to career pathways and opportunities;

- ii) Help build essential work-readiness skills; and
 - iii) Orient Participants to educational pathways that support career and life goals.
- 2) Project-Based Learning Experience Development for Younger Youth.
- a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Project Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning Experience. Contractor shall also have access to a virtual library designed by the Youth Development Institute (“YDI”) that will provide curricula for a range of Project-Based Learning Experiences.
 - b) Contractor shall arrange for twelve and one-half (12.5) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of seventy-five (75) hours over the Program Period.
 - c) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.
 - d) Contractor should endeavor to develop Project-Based Learning Experience/s that connect to one of the City’s priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.
 - e) Contractor shall provide Project-Based Learning Experience/s either in-person or remotely through the use of one or more videoconferencing platforms approved by DYCD.
- 3) Work-Based Experience and Professional and Technical Development for Older Youth.
- a) Contractor shall identify and develop a range of Work Assignments and Professional and Technical Development opportunities in which Participants may be placed to meet the required hours and the goals of the program.
 - b) Contractor shall arrange for Participants to fall into one of two tracks:
 - i) Track One: Contractor shall arrange for twenty-five (25) hours of Work Based Experience for each Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.
 - ii) Track Two: Contractor shall arrange for a minimum of seventy-five (75) hours of Work-Based Experience and up to seventy-five hours (75) of Professional and Technical Development for each Participant, for a total of one hundred fifty (150) hours over the Program Period. Contractor may use discretion in developing a schedule for Work-Based Experience and Professional and Technical Development each week, as long as the schedule provides twenty-five (25) hours for each Participant during each week of the Program Period.
 - c) Contractor is strongly encouraged to develop Work Assignments in the Private Sector, with a goal of at least forty percent (40%).

- d) Contractor may schedule Work-Based Experiences and Professional and Technical Development on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance, and complies with the permitted working hours for minors under the age of eighteen (18) set by the State Department of Labor.
- e) Contractor should endeavor to develop Work Based Experiences and Professional and Technical Development that connect to one of the City's four priority recovery sectors: public health, education, support of non-profit organizations and small businesses, and democracy (including connection to public services).

4) Participant Outreach and Recruitment.

- a) During the period late winter through early spring, and before the SYEP applications deadline, which shall be set each year by DYCD, Contractor shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies. Physical recruitment shall not be required where safe physical distancing cannot be achieved for Contractor staff or Participants.
- b) Contractor shall promote SYEP in, and recruit prospective Participants serviced through the CMS.
- c) In order to recruit and enroll Participants, Contractor shall work collaboratively with partner agencies, including but not limited to:
 - i) CMS partner agencies;
 - ii) NYCHA, including NYCHA Offices of Resident Economic Empowerment and Sustainability;
 - iii) MOCJ;
 - iv) Mayor's Action Plan ("MAP") Partner agencies; and
 - v) DYCD's Cornerstone and Beacon Programs in the community.
- d) Contractor is strongly encouraged to collaborate with MAP Engagement Coordinators (provided by MOCJ) and New York City Police Department (NYPD) Neighborhood Coordination Officers (NCOs) to support community engagement efforts in each MAP development. Additional community resources for recruitment and engagement can include:
 - i) schools;
 - ii) local libraries; and
 - iii) resident associations.
- e) Contractor shall recruit a number of prospective Participants equal to or greater than the number of Participants Contractor is obligated to enroll.
- f) Contractor is strongly encouraged to recruit prospective Youth with Disabilities.

- g) Contractor shall recruit and serve Participants regardless of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations.

5) Participant Application, Selection, and Enrollment.

- a) During the period late winter through early spring, and later as necessary, Contractor shall encourage Participants to complete applications and shall assist Participants with their applications. Contractor may accept Enrollment Documents from Participants remotely, via a digital upload portal designated by DYCD. Contractor shall maintain internet-connected computer stations at its Program Facility for youth to apply online using DYCD's online application system, where applicable. Contractor shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the Contractor shall be entered by Contractor into the application management system designated by DYCD.
- b) Contractor shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:
 - i) Contractor shall notify Participants by email, phone call, and/or text message of the enrollment process.
 - ii) Contractor shall verify that each prospective Participant has provided all documents necessary to meet the Enrollment Requirements.
 - iii) Contractor shall ensure that a PES is completed for each Participant, using forms provided to Contractor by DYCD ("PES Forms"), and shall maintain PES Forms as a record. Contractor shall use the PES to assess each Participants' specific interests, strengths, and needs, and to determine the Participant's Project/Work Assignment, Professional and Technical Development Assignment if applicable, and Supportive Services, where necessary.
- c) Contractor shall enroll Participants in a timely manner. If Contractor is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, Contractor shall notify DYCD and the referral agency, if applicable, of its inability to enroll the Participant and a replacement Participant may be selected and enrolled by Contractor.
- d) Contractor shall notify DYCD in the event that a Participant enrolled by Contractor withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by Contractor, in which case Contractor shall enroll the replacement Participant.
- e) If Contractor enrolls a replacement Participant, Contractor will only be considered to have served a single Participant.

- f) Approximately thirty percent (30%) of Participants enrolled by Contractor shall be Younger Youth and seventy percent (70%) of Participants shall be Older Youth.
 - g) Contractor shall not charge, impose, or request, nor allow any Worksite or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application, participation, or employment of any Participant.
- 6) Work Readiness Training.
- a) During the period May through June, and later as necessary, Contractor shall provide Work Readiness Training, utilizing materials developed by Hats & Ladders and/or provider-led trainings, for a minimum of four (4) hours for each Younger Youth Participant and a minimum of six (6) hours for each Older Youth Participant. Contractor may provide Work Readiness Training in a single session or spread Work Readiness Training over two separate days. Provider shall ensure that each Participant is able to access the Hats & Ladders platform, if necessary, in order to complete the self-directed portion of their orientation.
 - b) Work Readiness Training must be provided before the Program Period, and Contractor shall ensure that Participants understand that completion of Work Readiness Training is a prerequisite to an offer of a Project/Work Assignment, and Professional and Technical Development if applicable. Contractor shall not allow a Participant to begin a Project-Based Learning/Work-Based Experience or Professional and Technical Development until that Participant has completed Work Readiness Training.
 - c) Work Readiness Training shall be unpaid, meaning that Participants will not be compensated for attendance. Contractor shall ensure that Participants understand that they will receive no compensation for completing Work Readiness Training on the Hats & Ladders platform or with a provider. Additionally, Contractor shall ensure that Work Readiness Training is entirely for the benefit of Participants and that Participants do not complete any employment related work or Project-Based Learning Experience/s during Work Readiness Training.
 - d) Contractor shall provide Work Readiness Training to Participants either directly in person or by supporting Participants on the Hats & Ladders platform, that builds on foundational employability skills, such as:
 - i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);
 - ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and
 - iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).
 - e) Contractor is strongly encouraged to add additional career exploration activities, which would include, but need not be limited to, guest speakers from promising industries or careers, job shadowing, and field trips.
 - f) Work-Readiness training shall include an orientation, which shall take place close to the beginning of the Program Period. The orientation shall provide SYEP policies and procedures, and cover topics such as payment, opening bank accounts, direct deposit and

payment card use, timekeeping, labor laws and rights for youth, dress code, attendance, and cell phone usage.

- g) Contractor shall monitor and report Participant completion of Work Readiness Training.
- h) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.
- i) Contractor shall provide all Participants with sexual harassment prevention training issued by the New York City Commission on Human Rights prior to placement at the Worksite. In the event that a Participant reports an incident of sexual harassment at a Worksite to a Worksite representative, Contractor must notify DYCD and MOCJ and must cooperate with any investigation conducted by DYCD and/or MOCJ.

7) Participant Matching and Placement.

- a) During the period May through June, and later as necessary, Contractor shall place each Participant in the Project/Work Assignment, and Professional and Technical Development if applicable, that best corresponds with the Participant's needs, goals, and interests, as reflected in the Participant's PES, in order to provide the Participant with opportunities to explore career interests, acquire good work habits and develop employment-related skills. Project/Work Assignments, and Professional and Technical Development if applicable, should be appropriate for participants' age, skills, needs, interests, and employment barriers.

b) Project Assignments

- i) Project Assignments should be tailored to meet the developmental needs of youth and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills.
- ii) Project-Based Learning Experience/s should reinforce those employability skills fostered during Work-Readiness Training.
- iii) Project Assignments must meet DYCD's minimum standards for Project-Based Learning Experience/s, as outlined in the SYEP Manual.
- iv) Younger Youth Participants will earn a stipend during the Program Period, up to a maximum of twelve and one-half (12.5) hours per week for each week of the Program Period, for up to a total of seventy-five (75) hours over the Program Period.
- v) Due to the safety risks posed by COVID-19, Project-Based Learning Experience/s may take place online, in-person, or a hybrid of both.
- vi) All Participant Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments. All Project-Based Learning Experiences developed by YDI will have DYCD approval.

c) Work and Professional and Technical Development Assignments

- i) Work Assignments, and Professional and Technical Development Assignments if applicable, should foster skills-building, including social and emotional skills and

youth leadership skills, expose youth to promising career pathways, and advance participants' baseline understanding of the labor market.

- ii) Contractor shall ensure that all Work Assignments comply with applicable laws and regulations, including but not limited to child labor laws, the ADA, New York State School-Aged Child Care Regulations, and the New York State Department of Health Sanitary Code as it applies to children's camps.
- iii) Contractor shall provide Participants with written job descriptions defining the tasks and standards for each of their Work Assignments, a copy of which shall be maintained as records in the Participant's file. When Work Assignments require specific proficiencies or competencies, Contractor shall ensure that Worksites provide Participants with the training necessary to acquire such skills in a structured manner that logically relates such skill development to Participant's academic and personal development. If Contractor determines that a Work Assignment will require additional training, they may develop Professional and Technical Development in partnership with the Worksite that will support the participant experience.
- iv) For Participants in Track Two, Contractor shall provide Participants with a description of the Professional and Technical Development being offered including outlining skills participants will gain, number of hours expected to be spent in the training, requirements for achieving the credential or course completion and proof of completion including certificates, projects or artifacts that participants will need to submit for each of their Professional and Technical Development Assignments, a copy of which shall be maintained as records in the Participant's file.
- v) Older Youth Participants will earn the minimum wage for work and/or Professional and Technical Development performed during the Program Period, up to a maximum of twenty-five (25) hours per week for each week of the Program Period, for up to a total of one hundred fifty (150) hours over the Program Period.
- vi) Due to the safety risks posed by COVID-19, Work-Based Experience/s and Professional and Technical Development may take place online, in-person, or a hybrid of both.
- vii) All Participant Work and Professional and Technical Development Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work and Professional and Technical Development Assignments.

8) Project-Based Learning Experience/s for Younger Youth.

- a) During the period July through August, Contractor shall require Project Staff to prepare, maintain, verify, and report written activity sheets for each Participant, indicating the level of project activity completion in Project-Based Learning Experience/s, for each week of the Program Period in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.
- b) Contractor shall solicit feedback on the value and appropriateness of Project Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Program Facility/ies and each

Participant's level of participation, resolving conflicts between Participants and Project Staff, and, where necessary, replacement Project Assignments.

- c) Contractor shall require Project Staff to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.
 - d) Contractor shall monitor, record, verify, and report Participants' completion of the Project Assignment activities, in accordance with the standards set forth in Article III of this Scope of Work the SYEP Manual.
 - e) DYCD may increase or decrease the required number of Project-Based Learning Experience hours provided to each Participant during the Agreement term or in any renewal term.
 - f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.
- 9) Work-Based Experience/s and Professional and Technical Development for Older Youth Participants.
- a) During the period of July through August, Contractors shall require each Worksite to prepare, maintain, verify, and report timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite, either in-person remotely or hybrid, for each week of the Program Period. For Participants assigned to Track Two, Contractors shall also prepare, maintain, verify and report timesheets for each Participant's time spent in Professional and Technical Development for each week of the Program Period.
 - b) Contractor shall solicit feedback on the value and appropriateness of Work and Professional and Technical Development Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Worksite and Participant work hours, resolving conflicts between Participants and Worksite staff, and, where necessary, replacement Work or Professional and Technical Development Assignments.
 - c) Contractors shall require each Worksite to complete two (2) evaluations of each Participant during the Program Period, using evaluation forms supplied by DYCD.
 - d) Contractor shall monitor, record, verify, and report Participants' hours worked, and spent in Professional and Technical Development where applicable, in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.
 - e) DYCD may increase or decrease the required number of Work-Based Experience and/or Professional and Technical Development hours provided to each Participant during the Agreement term or in any renewal term.
 - f) Contractors shall administer a survey, which shall be provided by DYCD to Contractors, to Participants during the final week of the program in order to elicit their feedback on

SYEP. Contractors shall not withhold a Participant's earnings in order to ensure that a Participant completes the survey.

10) Supportive Services.

- a) Throughout the duration of the Program Services outlined above, Contractor shall provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations.
- b) All Supportive Services referral agreements between Contractor and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and Contractor.
- c) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.
- d) Contractor shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.
- e) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom Contractor has entered into a referral agreement.
- f) Contractor shall follow up with respect to each referral to ensure that services were received satisfactorily.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

- 1) Contractor shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual. This shall include any guidance regarding safety and protocols related to COVID-19.
- 2) Contractor shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.
- 3) Resources.
 - a) Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services, including enhanced Supportive Services where warranted, and perform necessary administrative functions throughout the Term, including, but not limited to:
 - i) Program evaluation;
 - ii) Implementation of corrective action required by DYCD;
 - iii) Program monitoring, including monitoring of virtual platforms;
 - iv) Program research and development, including the preparation of reports required by DYCD; and
 - v) Fiscal reporting, review, audit, and close-out of the Program.

- b) Contractor shall ensure that appropriate Program Staff are trained to perform programmatic monitoring and reporting in accordance with DYCD procedures and requirements and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, Contractor shall ensure that its Program Staff members have access to computers at the Program Facility, and with the following technological requirements:
 - i) An operating system comparable to Microsoft Windows 10 or greater that is still supported by Microsoft and has not reached its end of service life;
 - ii) A modern browser at the latest version (i.e., Chrome, Firefox, Edge, Safari);
 - iii) A broadband connection with good internet speed;
 - iv) Up-to-date antivirus software;
 - v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and
 - vi) Firewall software or hardware.
- c) Contractor shall comply with the following requirements in providing any Program Services to Participants remotely (“Remote Services”):
 - i) Contractor shall utilize one or more secure videoconferencing platforms for the provision of Remote Services. Contractor shall obtain the necessary subscriptions, licenses, and approvals for the use of such platforms. Contractor shall not infringe upon any intellectual property rights in the use of such platforms. Contractor shall be responsible for installing any software and security updates for such platforms.
 - ii) Contractor shall have the capacity to conduct meetings, workshops, and trainings remotely using such platforms, and ensure that its staff are properly trained to use such platforms.
 - iii) Contractor shall ensure accessibility of Remote Services in compliance with the Americans with Disabilities Act.
 - iv) Contractor shall review and make best efforts to comply with the recommendations in the “Frequently Asked Questions Regarding Remote Program Services” issued by DYCD as of July 14, 2020, attached herein as Exhibit A, in an effort to ensure appropriate staff and participant conduct during provision of Remote Services.
 - v) Contractor shall comply with any additional DYCD guidance provided from time to time with respect to Remote Services.
- 4) Program Facility/ies.
 - a) Requirements in this section (4), subsections (b) through (d) shall only apply as long as the stay-at-home requirements of Executive Order 202.6, *et seq.*, are lifted and Contractor has developed a safety plan for allowing Participants to access Program Facility/ies for Program Services (“In-Person Services”). Contractor shall comply with the following requirements for providing In-Person Services:
 - i) Contractor shall review and comprehend the NY State Forward office re-opening guidance for essential businesses. Per Executive Order 202.6 issued by the Governor

of the State of New York, human service providers are designated as essential businesses. Contractor shall submit an electronic affirmation to New York State that it has reviewed the re-opening guidance and shall operate in accordance with such guidance.

- ii) Contractor shall complete a “NY State Forward Safety Plan Template” for each Program Facility prior to commencing In-Person Services. Each Program Facility shall have a copy of such Safety Plan on file, which shall be made available to DYCD and other City and State oversights for inspection upon request. Contractor shall designate a Site Safety Monitor at each Program Facility who shall ensure compliance with Contractor’s Safety Plan.
 - iii) Contractor shall comply with all Executive Orders issued by the Governor of the State of New York related to COVID-19 public health measures, including Executive Order Number 202 “Declaring a Disaster Emergency in the State of New York” issued on March 7, 2020, and subsequently continued, for as long as such orders are in effect.
 - iv) DYCD shall provide personal protective equipment where requested by Contractor.
 - v) Contractor shall assess the Staff-to-Participant ratio and make reductions where necessary to ensure that Staff and Participants are properly socially distanced.
 - vi) Contractor shall comply with any additional DYCD, City, State or federal guidance provided from time to time with respect to COVID-19 Public Health Provisions.
- b) Contractor shall secure and maintain Program Facility/ies that is/are of appropriate size and design to:
- i) Adequately accommodate Contractor’s staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and
 - ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection and Enrollment, Work Readiness Training, payment card distribution, Supportive Services, and SYEP administration.
- c) Program Facility/ies must be accessible by public transportation.
- d) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.
- e) Project Assignments for Younger Youth.
- i) Contractor shall recruit, identify, and develop a sufficient number of Program Facility/ies and Project Assignments to provide structured Project-Based Learning Experience environments to all Participants. All Project Staff must be able to provide a planned, well-supervised experience for Participants. All Project Assignments must be approved by DYCD; Contractor shall enter information for every Project Assignment into the project management system designated by DYCD and submit the Project Assignment for DYCD approval. Contractor may not place Participants at a Project Assignment without DYCD approval.

- ii) Each Project Assignment, whether in-person, hybrid, or remote, shall maintain a Project Staff-to-Participant ratio no greater than 1:20, ample equipment and supplies, and a safe, hazard-free program environment. Each Project Assignment shall be no more than forty (40) Participants per cohort.
 - iii) Record Keeping. Contractor shall complete the following forms provided by DYCD:
 - (1) A written proposal for each Project-Based Learning Experience, which outlines the Project Staff's obligations and responsibilities related to the operation of the Project Assignment, as well as an acknowledgment of the SYEP terms and conditions; and
 - (2) A written agreement between the Contractor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Project-Based Learning Experience ("Participant Project Referral").
 - iv) Nothing contained in the project proposal or Participant Project Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Project Staff or the Participant.
 - v) Contractor shall submit copies of all project proposals to DYCD for prior approval, and retain the same on file digitally at the Program Facility/ies for review by DYCD. Contractor shall digitally retain all copies of Participant Project Referrals on file for review by DYCD.
 - vi) Contractor shall provide policy and procedures guidelines and in-service orientation to all Project Staff, and ensure that each implements and maintains appropriate policies and procedures specific to SYEP Participants. Such orientation for Project Staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques. The orientation may be administered remotely.
- 5) Worksite/s for Older Youth.
- a) Worksite/s hosting Participants either in-person or hybrid must be accessible by public transportation.
 - b) Pursuant to the ADA, Worksite/s must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.
 - c) Contractor shall recruit, identify, and develop a sufficient number of Worksites and Work Assignments to provide structured work environments to all Participants. All Worksites must be able to provide a planned, well-supervised work experience for Participants, whether in-person, remote, or hybrid. All Worksites must be approved by DYCD; Contractor shall enter information for every Worksite into the worksite management system designated by DYCD and submit the Worksite for DYCD approval. Contractor may not place Participants at a Worksite without DYCD approval.
 - d) Each Worksite, whether in-person, remote, or hybrid, shall maintain a Supervisor-to-Participant ratio no greater than 1:12, ample equipment and supplies, and a safe, hazard-free work environment.

- e) **Drug-Free Workplace.** Contractor shall ensure that all Worksites comply with the Drug-Free Workplace Requirements outlined in Section 6.04(C) of the Agreement and the SYEP Manual. Contractor shall record in writing, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form provided by DYCD (“Drug-Free Workplace Certificate”) prior to commencing the Work-Based Experience thereat.
- f) **Record Keeping.**
 - i) Contractor shall complete the following forms provided by DYCD:
 - (1) A written application from each Worksite (“Worksite Application”) for each Worksite, which outlines the Worksite’s obligations and responsibilities related to the operation of the Worksite, as well as an acknowledgment of the SYEP terms and conditions; and
 - (2) A written agreement between the Worksite and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant’s Work Assignment (“Participant Worksite Referral”).
 - ii) Nothing contained in either the Worksite Application or the Participant Worksite Referral shall impair DYCD’s rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Worksite or Participant.
 - iii) Contractor shall submit copies of all Worksite Applications to DYCD for prior approval, and retain the same on file digitally at the Program Facility/ies for review by DYCD. Contractor shall digitally retain all copies of Participant Worksite Referrals on file for review by DYCD.
 - iv) Copies of all Worksite Applications and Participant Worksite Referrals shall be maintained on file at the Worksite/s.
- g) **Guidelines and Orientations.**
 - i) Contractor shall provide policy and procedures guidelines and in-service orientation to each Worksite, and ensure that each implements and maintains appropriate Worksite policies and procedures specific to the employment of SYEP Participants. Such orientation for Worksite Supervisors and relevant staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques. The orientation may be administered remotely.
 - ii) In order to conduct orientations for all Worksites, Contractor may choose a schedule that accommodates the needs of Worksite representatives, supervisors and staff, and may conduct joint trainings with other Worksites.
- h) **Out of City Worksites.** Contractor may secure and maintain Worksite/s at location/s outside the City only under the following circumstances and in accordance with the SYEP Manual:
 - i) In-person and hybrid Worksite/s must be located in New York State. Remote Worksite/s may be located outside of New York State;
 - ii) In-person and hybrid Worksite/s must be located within one hundred (100) miles of DYCD’s business address at 2 Lafayette Street, New York, NY 10007;

- iii) All Worksite/s must meet the same SYEP requirements as those located within the City; and
 - iv) Contractor shall arrange for safe, convenient, and free transportation to and from Worksite/s facilities outside the City for Participants at these locations.
 - i) Worksite Monitoring. Monitoring of Worksite by Contractor shall include the following:
 - i) Contractor shall visit each Worksite hosting Participants in-person or hybrid at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP. Contractor shall conduct one (1) virtual site visit to each Worksite hosting Participants remotely before Participants begin virtual work, in order to ensure its suitability and readiness for SYEP.
 - ii) Contractor shall visit each Worksite at least one (1) time each week during the Program Period, which shall be an onsite visit for in-person and hybrid Worksites and shall be a virtual visit for remote Worksites, to ensure that Participants are working and that the Worksite complies with SYEP policies and procedures.
 - iii) Contractor shall submit a summary of each visit on the form provided by DYCD via the worksite management system designated by DYCD.
- 6) SYEP Participant Compensation.
- a) Contractor shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD (“Payment Management System”), in accordance with the SYEP Manual and the following:
 - i) Contractor shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;
 - ii) Contractor shall cooperate with the payment provider designated by DYCD (“Payment Provider”) and/or DYCD in resolving any payment issues during the Program Period;
 - iii) Disputes between Contractor and the Payment Provider shall be resolved in accordance with DYCD policies and procedures; and
 - iv) Contractor shall limit the number of staff with access to the Payment Management System to the minimum number necessary, and prohibit staff from sharing passwords for the purpose of gaining access to the Payment Management System.
 - b) Younger Youth. On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall track Younger Youth Participants’ Project-Based Learning activities based upon meeting attendance and assignment submission. Project-Based Learning participation will be weighed based upon the youth’s full, partial, or non-participation in activities. Contractor will use a weighted scale to log the participant’s activities in the Payment Management System. Contractor will document participant activities using electronic weekly activity sheets. Contractor must verify that each completed weekly activity sheet reflects the actual participation of the named Participant and must bear signatures of the following:
 - i) the named Participant;

- ii) Project Staff assigned to supervise and verify the hours of participation by the Participant; and
 - iii) a Contractor staff member assigned to verify the Project Staff member's attestation of the hours of participation by the Participant.
- c) **Older Youth.** On a weekly basis during Program Services, in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall enter the total number of hours worked or spent in Professional and Technical Development by each Older Youth Participant into the Payment Management System, based on Participants' weekly sign-in sheets/timesheets that have been independently verified by appropriate Contractor staff. Contractor must verify that the weekly timesheet reflects the actual hours worked or spent in Professional and Technical Development by the named Participant and must bear the signatures of the following:
- i) the named Participant;
 - ii) a representative of the Worksite assigned to supervise and verify the hours actually worked by the Participant; and
 - iii) a representative of the Contractor assigned to work with the Worksite to verify the Worksite's attestation of the hours worked.
- d) Contractor shall regularly monitor for evidence of fraudulent activity or sign-in sheets/timesheets. In the event that Contractor suspects reporting to be fraudulent, Contractor must reach out to the Participant or Project Staff/Worksite, as appropriate, to attempt to verify the hours. Disputes about activity sheet/s or sign-in sheets/timesheets shall be resolved in accordance with DYCD policies and procedures.
- e) **Enrollment in Direct Deposit.** Contractor shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. Contractor shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.
- f) **Payment Cards.** If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, Contractor shall be responsible for distributing payment cards to each Participant. Contractor shall be liable for any loss, damage, theft, or misuse of such payment cards from the time Contractor receives their delivery to the time Contractor successfully distributes the same to the Participants. Distribution of such payment cards shall be deemed successful when the payment card is either (i) placed in the mail to the address provided by Participant or (ii) if distributed to Participant directly, actually received, and signed for, by the Participant. Contractor shall maintain a log of payment cards that have been mailed or distributed to Participants, which must be produced to DYCD upon request.
- g) Contractor shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.
- h) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. Contractor shall be responsible for responding to inquiries

regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.

- i) At the end of the calendar year, the Payment Provider will send IRS Form 1099-INT directly to Younger Youth Participants and IRS Form W-2 directly to Older Youth Participants. Contractor shall be responsible for responding to inquiries regarding IRS Form W-2, as well as for providing replacement Forms.

7) Record Keeping and Reporting.

- a) Contractor shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.
- b) Contractor shall respond, without undue delay, to all requests for Program-related, Facility-related, and/or Worksite-related data from DYCD.
- c) Contractor shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.
- d) Contractor shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.
- e) Contractor shall make, complete, and maintain program records and written reports as required by DYCD, including, but not limited to, the following:
 - i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;
 - ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;
 - iii) Participant application and enrollment documents, including, but not limited to, Identification Documents and Residency Documents, as well as Working Documents for Older Youth;
 - iv) Completed PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;
 - v) Participant Project/Worksite Referrals;
 - vi) Worksite Applications;
 - vii) Weekly Participant timesheets that have been verified by Contractor and accurately reflect Younger Youth Participant completion of activities in Project-Based Learning and Older Youth Participant hours spent in Work-Based Experience, and Professional and Technical Development if applicable;
 - viii) Evaluations for each Participant on forms provided by DYCD to Contractor as follows:
 - (1) For Younger Youth Participants:
 - (a) Contractor shall distribute the Participant Evaluation forms to Project Staff.
 - (b) Contractor shall require Project Staff to complete two (2) evaluations for each Participant:

- (i) The first evaluation shall be completed at the end of the third week of the Program Period; and
- (ii) The second evaluation shall be completed during the final week of the Program Period.
- (c) Contractor shall collect completed evaluation forms for each Participant from Project Staff.
- (2) For Older Youth Participants:
 - (a) Contractor shall distribute the Participant Evaluation forms to each Worksite.
 - (b) Contractor shall require each Worksite to complete two (2) evaluations for each Participant:
 - (i) The first evaluation shall be completed at the end of the third week of the Program Period; and
 - (ii) The second evaluation shall be completed during the final week of the Program Period.
 - (c) Contractor shall collect completed evaluation forms for each Participant from each Worksite.

8) Incident Reporting.

- a) Contractor shall notify DYCD of any incident of abuse by any of Contractor's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services and applies to virtual/remote occurrences. This notification must be made by telephone or email to DYCD, or a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect"), as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a report submitted through DYCD Connect, if necessary, within three (3) days of such incident. 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.
- b) Contractor shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from Contractor's activities and obligations under the Agreement and applies to virtual/remote occurrences. Injuries or incidents involving the police, fire department or an ambulance, or inappropriate conduct on the part of Contractor staff, must be reported to DYCD by email as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.
- c) If Contractor is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, Contractor shall also adhere to Section 8.03 of the Agreement.

- 9) Meetings and Trainings. Contractor shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD, which may be virtual. Contractor shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.
- 10) Marketing and Materials.
- a) Co-Branding/Marketing.
- i) Contractor shall conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD's "Co-Branding/Marketing Guidelines," which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:
- (1) To include DYCD's logo and the "Summer Youth Employment Program" or "SYEP" language in all Program-related signage, publications, print materials, communications, and advertisements, whether physical or digital.
 - (2) To post a 311 sign in its Program Facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services and lists the City's hotline for government information and non-emergency services. The Contractor may also include its own name and/or logo in such materials. This notice shall also be made available electronically.
 - (3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.
 - (4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.
- ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for SYEP.
- b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.
- 11) Social Media Policy. Contractor shall adopt an appropriate social media policy that conforms to the requirements in Social Media Policy for DYCD Providers (found at http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf) to guide social media communications between Staff and Participants.

ARTICLE IV – STAFFING REQUIREMENTS

- 1) Staff Screening and Hiring. Contractor shall recruit, screen, hire, train, and supervise appropriately qualified staff to provide Program Services, in accordance with the following:
- a) Contractor shall screen the backgrounds of all prospective staff members before hiring or retaining the same, and shall require that all Worksites screen the backgrounds of all of

their prospective SYEP staff members, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:

- i) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:
 - (1) sexual misconduct, especially involving minors;
 - (2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;
 - (3) theft of public property;
 - (4) bribe receiving or offering;
 - (5) possession or use of lethal weapons of any kind; and
 - (6) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of Participants or other personnel.
- ii) Employment history, including verification of same through direct contact by the Contractor with former employers;
 - (1) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;
 - (2) Military service, including, where appropriate, verification of discharge status; and
 - (3) Any other relevant information related to character, conduct, or background.
- b) Before hiring or retaining any prospective Staff member with a criminal conviction history, Contractor shall provide written notification to DYCD of such person's criminal conviction history and, if Contractor determines to move forward with employing the prospective Staff person and if requested by DYCD, share with DYCD Contractor's rationale for moving forward with employment.
- c) Contractor shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.
- d) Contractor shall require its Staff members, including Project Staff ("Contractor Staff"), and Worksite Supervisors to report any arrest or criminal conviction to Contractor as soon as possible.
- e) Upon receiving notice of any criminal conviction of a Contractor Staff member or Worksite Supervisor, the Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.
- f) Upon receiving notice of any arrest of a Contractor Staff member or Worksite Supervisor, Contractor shall assess whether:
 - i) the Contractor Staff member's presence at the Facility, or in a virtual platform, poses a threat to Participants, before allowing such Staff member to return to the Facility or

virtual platform where Participants are present. If it is determined that the presence of such Contractor Staff member at the Facility or virtual platform poses a threat to Participants, such Contractor Staff member shall be barred from the Facility pending resolution of the criminal matter. Contractor shall ensure that any vacancy resulting from the barring of such Contractor Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this Article IV; or

ii) the Worksite Supervisor's presence at the Worksite, or in a virtual platform, poses a threat to Participants, before allowing Participants to return to the Worksite, whether in-person or in a virtual platform. If it is determined that the presence of such Worksite Supervisor at the Worksite poses a threat to Participants, Contractor will be required to re-assign Participants to an alternative Worksite, either in-person or in a virtual platform, pending resolution of the criminal matter.

iii) If Contractor's assessment results in a decision to re-assign Contractor Staff member/s or Participant/s, Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.

- 2) **Fingerprinting**. Contractor shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), including via virtual platforms, undergo background checks, including but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, Contractor shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.
- 3) **Personnel Manual**. Contractor shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.
- 4) **Staffing Levels**. Contractors shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services outlined in this Scope of Work throughout the applicable term.

EXHIBIT A



Frequently Asked Questions Regarding Remote Program Services

This FAQ is for Providers funded by the New York City Department of Youth and Community Development providing program services remotely in whole or in part. DYCD may update and revise this FAQ.

Can DYCD-funded program services be provided remotely?

Yes, if approved by DYCD as part of your workscope (which may also include in-person services), program services may be provided remotely using video-conferencing applications. Providers should use their discretion in determining whether their program services can be provided remotely, taking into consideration the nature of the services and whether program participants have the ability to access services through the internet.

What are some recommended best practices for hosting remote program services?

DYCD recommends that you always create a password for your remote meeting. DYCD also recommends that you designate a moderator for your remote meeting. The moderator should be able to control participants' ability to mute/unmute and share screens and enable/disable private chats between participants. Finally, DYCD recommends that you create a waiting room for your remote meeting, from which the moderator can admit participants into the meeting.

Can remote DYCD-funded program services be recorded?

Recording of remote program services is permitted if all meeting participants are notified that the meeting will be recorded both in advance of the meeting (i.e. in the meeting invitation) and during the meeting itself (i.e. through an on-screen notification displayed at the beginning of the meeting). Participants must be given the option to turn off their video feed if they do not wish to be recorded.

Should parents/guardians be notified if youth are participating in remote program services?

Yes, providers should notify parents/guardians if participants under the age of 18 are participating in remote program services. Such notification should occur in advance of the remote meeting and should state the purpose and schedule of the meeting (or recurring meetings), and if it will be recorded. Notification can be done via email.

Are there any other special considerations for remote program services?

Yes. DYCD recommends that providers create and distribute a standard of online behavior for meeting participants. This includes prohibiting profanity, nudity, cyber-bullying, and sexual harassment. The meeting moderator should remove any participant who fails to comply with the standard of online behavior. Providers must also ensure that meeting participants know how to use basic functionalities such as turning their camera on/off and muting/unmuting their microphones. Additionally, providers must continue to comply with DYCD's Incident Reporting Policy and Social Media Policy.

Do the City's records retention and audit requirements apply to remote program services?
Yes, any records created during remote program services are subject to the audit and records retention requirements of your City contract. This includes any recording of remote program services.

Does the City's Identifying Information Law apply to remote program services?
Yes, remote program services must comply with the City's Identifying Information Law. Be very mindful of sharing personal identifying information or other sensitive and/or confidential information during remote program services.