

**New York City Department of Youth and Community Development
Workforce Innovation and Opportunity Act
NOTICE OF FEDERAL SUBAWARD
July 1, 2021**

(i)	Subrecipient Name and Contract Number	City University of New York
(ii)	Subrecipient Unique Entity Identifier	73268849
(iii)	Federal Award Identification Number (FAIN)	AA321301855A36
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency	January 1, 2019
(v)	Subaward Period of Performance Start Date	July 1, 2021
	Subaward Period of Performance End Date	June 30, 2023
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient	\$385,740
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation	\$852,940
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity	\$852,940
(ix)	Federal Award Project Description	WIOA Out-of-School Youth Activities
(x)	Name of Federal Awarding Agency	US Department of Labor
	Name of Pass-Through Entity	NYC Dept. of Youth and Community Development as a subrecipient of NYS Dept of Labor
	Contact information for Federal Awarding Official	Richard Chavez chavez.richard@dol.gov
	Contact Information for DYCD Authorizing Official	Jagdeen Phanor jphanor@dycd.nyc.gov
	Contact Information for DYCD Project Director	Theodore Latimore tlatimore@dycd.nyc.gov
(xi)	CFDA Number and Name	17.259
(xii)	Identification of whether the award is R&D	Not applicable
(xiii)	Indirect cost rate for the Federal award (including if de minimis rate is charged per §200.414)	10%

INTERAGENCY AGREEMENT

between

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

and

THE CITY UNIVERSITY OF NEW YORK

on behalf of

HOSTOS COMMUNITY COLLEGE

for

TRAIN & EARN SERVICES

(July 1, 2021 – June 30, 2023)

This **Interagency Agreement** (“Agreement”), is made by and between the **City of New York** (the “City”), acting through its **Department of Youth and Community Development** (the “Agency”), and **The City University of New York** (“CUNY”), acting on behalf of **Hostos Community College** (the “College”). The Agency and College are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, DYCD administers the City's Out-of-School Youth workforce development program (“Train & Earn”) in accordance with the Workforce Innovation and Opportunity Act (“WIOA”); and

WHEREAS, Agency seeks to implement a Train & Earn program through a partnership with the College, which shall include providing a series of training programs (“Training Program Services”), (collectively, “Train & Earn Services”), as more fully described herein; and

WHEREAS, CUNY, through the College, is willing and able to provide Train & Earn Services for one (2) cohort of eligible participants (“Participants”);

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

ARTICLE 1
TERM

- A. The term of this Agreement shall commence on July 1, 2021, and expire on June 30, 2023 (“Term”), unless extended by mutual agreement of the Parties or terminated at an earlier date pursuant to Article 4 herein.

- B. The Parties may, by mutual consent and in writing, agree to renew this Agreement for up to two (2) years, or a portion thereof, subject to the availability of funds.

ARTICLE 2 **SCOPE OF SERVICES**

During the Term, College shall be responsible for providing Train & Earn services (“Program” or “Services”) set forth in the *Scope of Work*, attached hereto and made a part hereof as Exhibits A and A-1 and any modifications thereto, as mutually agreed upon by the Parties in writing. Exhibits A, A-1, B and C are hereby attached hereto.

ARTICLE 3 **COMPENSATION & PAYMENT SCHEDULE**

Agency shall pay CUNY, on behalf of the College, subject to and in accordance with the procedures and restrictions set forth in this Agreement, an aggregate amount not to exceed Three Hundred Eighty Five Thousand Seven Hundred Forty dollars (**\$385,740**) for all Services to be performed during the Term, as reported to, verified and approved by Agency. All payments shall be made in accordance with the DYCD Fiscal Manual, which is available at <https://www1.nyc.gov/site/dycd/about/news-and-media/guides-and-manuals.page> and hereby incorporated into the Agreement, and the Payment Schedule stated in Section A of this Article 3, and the Budget, attached hereto and made a part hereof as Exhibit B. Agency shall transfer funding to CUNY via the Intra-City budget modification process for the not to exceed aggregate amount set forth herein. The Agency shall complete the necessary IETC (internal exchange transaction intra-city) payment within thirty (30) days of the receipt of each invoice, and no later than July 31st for invoices issued during the previous fiscal year.

- A. Payment Schedule: Research Foundation of CUNY (“RF”) shall submit monthly invoices and supporting documentation via the intra-city invoice format for expenses incurred during the period of the project from July 1, 2021, to June 30, 2023.
- B. This Agreement is funded in whole or in part by funds secured by Agency from the Federal, New York State, and/or City governments and is subject to the availability of such funds for each City fiscal year thereof. Should there be a reduction or discontinuance of such funds by action of the Federal, State, and/or City governments, Agency shall, subject to the terms of Article 4, have, in its sole discretion, the right to terminate this Agreement or to reduce the funding and the corresponding level of Services caused by such action by the Federal, State, and/or City governments provided that all program expenditures up to the date of the termination are paid in full by Agency. Agency shall also have the right to reduce the funding level if there is a reduction in the number of Participants served. This Agreement shall not obligate Agency beyond the dollar amount designated in the absence of a duly executed written contract amendment by each of the respective Parties.
- C. CUNY and RF shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, “Audits of Institutions of Higher Education and Other Non-Profit

Organizations,” or, successor guidelines as set forth in “The Super Circular”, 2 C.F.R. Part 200 governing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and shall provide such audit to the Agency within thirty (30) days after its receipt of the final audit by CUNY and RF from the preparing accountant. For purposes of this Agreement, CUNY and RF shall be deemed to be a “Subrecipient” of a federal award. The Catalog of Federal Domestic Assistance (CFDA) number for the American Rescue Plan is 21.027. Additional information on CFDA can be found at: <https://www.cfda.gov>.

- D. Without limiting any of Agency’s other rights or remedies, and subject to the subparagraphs 1 and 2 below, Agency shall have the right to recoup payments made to CUNY or RF on behalf of College by requiring repayment by CUNY or RF in the event that CUNY or RF has received monies that are reasonably determined to be prohibited under this Agreement.
1. At least thirty (30) days prior to exercising its right to recoup payments, Agency shall provide written notice to RF and CUNY setting forth the nature and amount of the payments determined by Agency to be invalid or disallowed under this Agreement and the basis for such determination.
 2. RF and CUNY shall have ten (10) business days after its receipt of such written notice to respond to such Agency determination in writing. Agency shall reasonably consider RF and CUNY’s response, if any, and will issue its reasoned explanation for its determination within ten (10) days after the receipt of RF and CUNY response.
- E. The Parties acknowledge that pursuant to a certain Agreement dated October 20, 1983, between the RF and CUNY, the RF will act as CUNY’s fiscal agent to accept payment from Agency. Each Intra-City invoice shall be signed by the RF Assistant Director of Grants and Contracts and shall include the following language: *“I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to price and amount, that it is necessary for the proper transaction of the business of Agency, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified, and that the amount is solely for the operation of said Program described in this invoice.”*

ARTICLE 4

TERMINATION & MODIFICATION

- A. **Termination.** This Agreement may be terminated by either Party at any time upon ninety (90) days’ written notice to the other Party. Training Program Services, defined in Exhibit A-1, that are in progress at the time of termination shall proceed as scheduled including all classroom hours, internship hours, assistance with examination preparation, Training Completion, and employment placement, and DYCD will pay all costs associated with completion of the Training Program Services in accordance with Article 3 and Exhibit B. In the event this Agreement is terminated prior to the start of Training Program Services, Agency will pay all

costs and non-cancellable third-party obligations, provided Agency has previously consented to such costs and obligations, incurred prior to the effective date of such termination.

- B. **Modification.** This Agreement may only be amended by the mutual written consent of the Parties.

ARTICLE 5 **NOTICES**

All notices required by this Agreement shall be delivered by messenger, overnight delivery service or email to the following:

To Agency:

New York City Department of Youth and Community Development
2 Lafayette Street, 19th Floor
New York, NY 10007
Attn: Megan Keenan, Assistant Commissioner, WIOA Youth Programs
Email: mkeenan-berryman@dycd.nyc.gov
and
Attn: Caroline Press, General Counsel (same delivery address as above)
Email: cpress@dycd.nyc.gov

To CUNY:

For All Matters:
Hostos Community College
560 Exterior Street
Bronx, NY 10451
Attn: Evelyn Fernandez-Ketcham, Executive Director of Continuing Education and Workforce Development
Email: efernandez-ketcham@hostos.cuny.edu

With a Copy to:

The City University of New York
Office of the General Counsel
205 East 42nd Street, 11th Floor
New York, NY 10017
Attn: DYCD Train & Earn MOU
Email: ogc@cuny.edu

To RF - For fiscal matters:

Assistant Director of Grants and Contracts
Research Foundation of CUNY
230 West 41st Street

New York, NY 10036
Attn: Kyung Hur
Email: Kyung_Hur@rfcuny.org

ARTICLE 6
PUBLICATION AND INTELLECTUAL PROPERTY

- A. Publications. CUNY shall not publish any materials nor any work dealing with any aspect of performance under this Agreement nor any of the results and accomplishments thereof (each a “Publication”), without the prior written approval of Agency, which shall not be unreasonably withheld. In the event such permission is granted, Agency shall have a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use for non-commercial, public purposes only, in connection with the City’s responsibilities and consistent with its authority under the City Charter or other law, that portion of each Publication that deals with performance, results and/or accomplishments under this Agreement. In preparing any of its own materials based on a Publication, Agency will give CUNY and the principal author(s) of the Publication appropriate credit.
- B. Scholarly Research. Notwithstanding the foregoing, if the Publication is the result of scholarly research performed under this Agreement (a “Research Publication”), consistent with CUNY’s practice of openness in research, prior written approval of Agency will not be required before publication. Instead, prior to submitting a Research Publication for publication or before any other public disclosure, CUNY will provide Agency thirty days to review the proposed Research Publication to provide comments and to identify any confidential information of Agency that may have been inadvertently included. CUNY will consider the Agency’s comments but is under no obligation to make changes to the Research Publication to address them, except with respect to confidential information. If Agency objects to a Research Publication because of the inclusion of its confidential information, CUNY shall not publish or otherwise disclose such Research Publication until such confidential information has been removed.
- C. Instructional materials and curricula. “Instructional Materials” shall mean curricula, syllabi and any and all other instructional materials used by CUNY in connection with its educational mission, including instructional materials and curricula created by CUNY and those created by third parties. Instructional Materials are owned by CUNY and/or others pursuant to CUNY’s Intellectual Property Policy, or are used by legal right, permission and/or license to CUNY. Any Instructional Materials to be developed and/or used in connection with the Services shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibits A and A-1 (“Services Instructional Materials”). To the extent that any Services Instructional Materials are newly created or adapted by CUNY and/or paid for by Agency under this Agreement, Agency shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize other city agencies and government entities as well as community-based organizations partnering with Agency to use them for non-commercial, public purposes only, in connection with the City’s

responsibilities and consistent with its authority under the City Charter or other law or as otherwise specified in the *Scope of Work*, attached hereto and made a part hereof as Exhibits A and A-1. In preparing any of its own materials based on Services Instructional Materials, Agency will give CUNY and the principal author(s) of the Services Instructional Materials appropriate credit.

- D. Non-instructional materials. Any and all non-Instructional Materials created by CUNY under the terms of, or specifically for use under this Agreement, shall become the exclusive property of Agency and shall be designated and described in the *Scope of Work*, attached hereto and made a part hereof as Exhibits A and A-1. CUNY shall have a perpetual, royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the non-Instructional Materials for its non-commercial, educational purposes or as otherwise specified in the *Scope of Work*, attached hereto and made a part hereof as Exhibits A and A-1.
- E. Representation and Warranty. To the extent that any Services Instructional Materials delivered under this agreement incorporate any materials owned by CUNY faculty members, CUNY represents and warrants that it has obtained all necessary permissions and clearances, in writing, for the use of such materials under this Agreement.

ARTICLE 7 **CONFIDENTIALITY**

- A. All official City files or records furnished to CUNY under this Agreement containing personally identifiable information and all of the reports, data, or information that would otherwise be protected from disclosure by the Freedom of Information Law, that have been obtained, learned, developed, or filed by CUNY or the College, shall be held confidential by CUNY, RF, and the College, and shall not be disclosed by CUNY, RF, or the College to any person, organization, agency, or entity except as required by law, including, but not limited to, the Freedom of Information Law or a lawful subpoena. It is agreed and understood that should any confidential Agency information be requested of CUNY, and CUNY determines that disclosure is required by law, CUNY shall provide Agency ten (10) days' notice and opportunity to object to the disclosure, and if requested by the Agency and not inconsistent with CUNY's obligations under law, CUNY shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. CUNY shall comply with the terms of the Privacy Protection Rider, attached hereto, and hereby incorporated into and made a part of this Agreement. This Article shall remain in full force and effect following the termination of this Agreement.
- B. The Parties acknowledge that (a) information that may be shared in connection with the Services may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act/FERPA ("FERPA Records"), and (b) to the extent that information is shared in connection with the Services includes FERPA Records, CUNY will not release such information from education records, other than Directory information, without obtaining a FERPA release, in a form used by the College, from the student, or unless otherwise permitted or required to be disclosed under applicable law. It is

agreed and understood that should any FERPA Records be requested of Agency, Agency shall immediately notify CUNY to determine whether disclosure is authorized or required by law.

ARTICLE 8
MISCELLANEOUS

- A. CUNY and the College agree to retain and to notify RF to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement whichever occurs later. City, State, and Federal auditors, and any other persons duly authorized by Agency shall have full access to and the right to examine any of the books, records, and other documents.
- B. This Agreement is subject to audit and/or inspection by Federal, State, and/or Local agencies as authorized or required by law. CUNY shall cooperate and assist with all program and fiscal monitoring, evaluation, and close-out activities and audits conducted by Agency or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.
- C. 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.
- D. The Services provided under this Agreement shall be performed in accordance with all applicable provisions of Federal, State, and Local laws.
- E. Agency shall provide all necessary guidance and assistance to CUNY and the RF to ensure that the Training Programs provided under this Agreement are performed in accordance with all applicable provisions of Federal, State, and Local Laws, including the Workforce Innovation and Opportunity Act (“WIOA”), as well as applicable federal regulations, and any successor guidelines as set forth in “The Super Circular,” 2 C.F.R. Part 200, governing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If applicable, CUNY shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, “Audits of Institutions of Higher Education and Other Non-Profit Organizations,” or, successor guidelines as set forth in “The Super Circular,” 2 C.F.R. Part 200, governing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and shall provide such audit to Agency within thirty (30) days after its receipt of Agency’s written request therefor. For purposes of this Agreement, CUNY shall be deemed to be a “Subrecipient” of a federal award, (Federal Award Identification Number: AA321301855A36). The Catalog of Federal Domestic Assistance (CFDA) number for WIOA Youth is 17.259.
- F. This Agreement contains all the terms and conditions agreed upon by the Parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties or to vary any of its terms.

- G. In the event of a conflict between the terms and conditions of this Agreement and the provisions of the *Scope of Work*, attached hereto as Exhibits A and A-1, the terms and conditions of this Agreement shall control.
- H. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of CUNY or the Agency (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor. Neither Party will be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of nature, including, without limitation, earth quakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- I. Subject to Article 3.D, neither CUNY nor the College will assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the City. Such prior written consent will not be unreasonably withheld, delayed, or conditioned.
- J. Any subcontractors engaged to deliver direct Services pursuant to this Agreement shall be selected in accordance with applicable procurement regulations. CUNY shall direct the RF to forward to Agency a fully-executed original copy or a PDF of an approved subcontract. Subcontracts shall comply with all applicable provisions of this Agreement. For avoidance of doubt, nothing contained herein requires CUNY or the RF to comply with City procurement rules. Agency hereby grants approval for all subcontractors providing services covered by this Agreement pursuant to a subcontract in an amount that does not exceed \$20,000. Prior to entering into any subcontract for an amount greater than \$20,000, the RF shall submit a written request for the approval of the proposed subcontractor to the Agency. RF shall not enter into any subcontract for an amount greater than \$20,000 without the prior written approval of the Agency on Exhibit C hereto.
- K. In the event that CUNY requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to list CUNY as an additional insured under such insurance, CUNY shall require that such entity also list the City, including its officials and employees as an additional insured.
- L. Consistent with 2 CFR Part 200, vendor agreements for this project pertaining to indirect services (i.e., services not already related to program delivery) do not require Agency approval. CUNY shall confer with Agency to confirm that an agreement with a third party is an indirect vendor agreement prior to submitting a request to RF for such third-party agreement. CUNY shall direct the RF to forward Agency a copy of the signed agreement as documentation for allowable costs. For the avoidance of doubt, the Parties understand that copies of signed contracts or other applicable documents may be requested by Agency to substantiate payment or reimbursement for allowable costs and expenses.

M. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the Services set forth in the Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates appearing below their respective signatures.

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

By: Caroline Press

Name: Caroline Press

Title: General Counsel

Date: 09/14/2021

**THE CITY UNIVERSITY OF NEW YORK
on behalf of Hostos Community College**

By: Derek Davis

Name: Derek Davis

Title: General Counsel and Sr. Vice Chancellor
for Legal Affairs

Date: September 14, 2021

APPROVED AS TO FORM

Adriana Blanco
The City University of New York
Office of the General Counsel
Date: 9/9/2021

73268849

CUNY DUNS Number

Privacy Protection Rider

(To supplement contracts of any value with the City of New York that are not “covered contracts”¹ under the Identifying Information Law, but which the City’s Chief Privacy Officer has determined are the types of contracts for services that require additional privacy protection provisions because: (1) the contract involves the collection, use, or disclosure of, or access to “Sensitive Identifying Information”² of members of the public or City employees or officials; or (2) the nature of the Identifying Information and the circumstances of its collection or potential disclosure by Contractor implicate an important privacy risk.)

Purpose.

The Chief Privacy Officer has determined that, in connection with the type of services provided under this Agreement, Contractor may collect, use, disclose, access, and retain Sensitive Identifying Information only in accordance with the requirements of this Privacy Protection Rider (“Rider”), other provisions of this Agreement, and as otherwise required by law.

A. Definitions.

- i. “Agency” means the City agency or office through which the City has entered into this Agreement.
- ii. “Agency Privacy Officer” means the person designated to exercise functions under Admin. Code Sections 23-1201 to -1205 by the Agency through which the City is a party to this Agreement.
- iii. “Authorized User,” as it relates to collection, use, disclosure of, or access to Identifying Information under this Agreement, means a Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the activities and obligations set forth in this Agreement, or is required by law.
- iv. “Chief Privacy Officer” means the person designated by the Mayor pursuant to Charter Section 8 subdivision (h) as the City’s Chief Privacy Officer or such person’s designee.
- v. “Contractor” for purposes of this Rider, means the City University of New York (“CUNY”) entering into an Interagency Agreement (“Agreement”) with the City and

¹ Laws 245 and 247 of 2017 (codified at New York City Charter (“Charter”) Section 8 subdivision (h) and Sections 23-1201 to -1205 of the Administrative Code of the City of New York (“Admin. Code”), collectively, the “Identifying Information Law”) went into effect on June 15, 2018. Such laws apply to “human services” contracts and subcontracts and other contracts designated by the Chief Privacy Officer that involve the collection, retention, or disclosure of “Identifying Information” in connection with services provided under a City contract or subcontract (“covered contracts”). The Identifying Information Rider (and not the Privacy Protection Rider) applies to covered contracts.

² “Sensitive Identifying Information” means certain types of identifying information which the agency privacy officer or Chief Privacy Officer has determined that alone, or in combination with other information may, based upon their very nature or under specific facts and circumstances, pose a higher risk of harm to an individual or members of an individual’s household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.

includes employees, subcontractors, and agents of Contractor unless the context requires otherwise.

- vi. “Exigent Circumstances” means circumstances when a collection or disclosure of identifying information is urgently necessary, such that procedures that would otherwise be required, such as prior review and approval by the agency privacy officer or Chief Privacy Officer, might cause undue delays.
- vii. “Identifying Information” means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual. Identifying Information includes, but is not limited to: name, sexual orientation, gender identity, race, marital or partnership status, status as a victim of domestic violence or sexual assault, status as a crime victim or witness, citizenship or immigration status, eligibility for or receipt of public assistance or city services, all information obtained from an individual’s income tax records, information obtained from any surveillance system operated by, for the benefit of, or at the direction of the New York City Police Department, motor vehicle information or license plate number, biometrics such as fingerprints and photographs, languages spoken, religion, nationality, country of origin, place of birth, date of birth, arrest record or criminal conviction, employment status, employer information, current and previous home and work addresses, contact information such as phone number and email address, information concerning social media accounts, date and/or time of release from the custody of the Administration for Children’s Services, the Department of Correction, or the New York City Police Department, any scheduled court appearances, any scheduled appointments with the City, the Contractor or its subcontractor that provides human services or other services designated by the Chief Privacy Officer, and any other category of information designated by the Chief Privacy Officer, including but not limited to: an individual’s Social Security number, date of birth, Internet Protocol (“IP”) address; taxpayer identification number; device identifier, including media access control (“MAC”) address or Internet mobile equipment identity (“IMEI”); GPS-based location obtained or derived from a device that can be used to track or locate an individual; social media account information; and any identifier that can identify an electronic device linkable to an individual.
- viii. “Permitted Use” means the use of Identifying Information only as necessary to carry out the activities described in this Agreement.
- ix. “Sensitive Identifying Information” means Identifying Information which a City agency privacy officer or the City’s Chief Privacy Officer has determined that alone, or in combination with other information may, based upon its very nature or under specific facts and circumstances, poses a higher risk of harm to an individual or members of an individual’s household, such as but not limited to identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual, if such information were to be improperly disclosed, whether inadvertently or intentionally, to unauthorized persons.
- x. “Source Data” means Identifying Information that was initially collected by an agency that maintains such information within such agency’s recordkeeping system.

B. Scope.

The restrictions on collection, use, disclosure of, and access to Identifying Information apply to information that Contractor has received from the City or has otherwise acquired for purposes of this Agreement.

C. Collection.

Absent Exigent Circumstances, Contractor shall not collect Identifying Information unless such collection (a) has been pre-approved in writing by the Agency collecting it, in consultation with its Agency Privacy Officer or other agency counsel, the Chief Privacy Officer, and other Agency staff as necessary, and the collection of such Identifying Information is in furtherance of Contractor's obligations under this Agreement; (b) is required by law or treaty; (c) is by the New York City Police Department in connection with a criminal investigation; or (d) is by a City agency in connection with the welfare of a minor or other individual who is not legally competent. If the Identifying Information to be collected by Contractor, with an Agency's approval, is Source Data from one or more other Agencies, the agency privacy officers from the respective agencies shall coordinate with each other to determine whether the collection is appropriate. The Agency Privacy Officer of the Agency approving Contractor's collection of the Identifying Information will determine whether the collection is authorized.

D. Disclosure.

- i. Absent Exigent Circumstances, Contractor shall not disclose Identifying Information unless such disclosure: (a) has been authorized in writing by the individual to whom such information pertains or, if such individual is a minor or is otherwise not legally competent, by such individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual; (b) has been pre-approved in writing by the Agency, in consultation with the Agency Privacy Officer, other agency counsel, the Chief Privacy Officer, and other Agency staff as necessary, and the disclosure of such Identifying Information is in furtherance of Contractor's obligations under this Agreement; (c) is required by law or treaty; (d) is by the New York City Police Department in connection with a criminal investigation; or (e) is required by a City agency in connection with the welfare of a minor or other individual who is not legally competent, subject to Section E(iii). If the Identifying Information to be disclosed by Contractor, with an Agency's approval, is Source Data from one or more other Agencies, the agency privacy officer from the contracting Agency shall coordinate with the source Agency or Agencies to determine whether the disclosure is authorized.
- ii. Contractor shall not make use of Identifying Information for the benefit of another, nor shall Contractor publish, sell, license, distribute, or otherwise reveal the Identifying Information without the prior written authorization of the individual or by such other person with legal authority to consent on behalf of the individual, or prior written approval of the Agency Privacy Officer or other agency counsel. Except as authorized in this Agreement, all third-party requests for Identifying Information received by the Contractor shall be promptly communicated to the Agency upon receipt and handled by the Contractor following the directions of the Agency Privacy Officer or other agency counsel, unless otherwise required by law.

- iii. If disclosure of the Identifying Information by Contractor is required under the provision of any subpoena, judicial or administrative order, or otherwise pursuant to applicable law, Contractor shall: (a) as soon as practicable, but in no event later than five (5) business days from receipt of said subpoena, judicial or administrative order, or request pursuant to applicable law requiring such disclosure, notify the Agency Privacy Officer or other agency counsel in order to allow the Agency to seek a protective order as appropriate; and (b) disclose the Identifying Information only to the extent allowed under a protective order, if any, or as necessary to comply with the subpoena, judicial or administrative order, or applicable law.

E. Exigent Circumstances.

In the event Contractor collects or discloses Identifying Information due to Exigent Circumstances, with no other basis for collection or disclosure under subdivisions b or c of Section 23-1202, Contractor shall send the Agency Privacy Officer or other agency counsel information about such collection or request and disclosure, along with an explanation of why such Exigent Circumstances existed, as soon as practicable after such collection or disclosure but not to exceed seventy-two (72) hours. This section shall not require any such notification for collection or disclosure of Identifying Information that: (a) is required by the New York City Police Department in connection with an open criminal investigation; (b) is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent; or (c) occurs in the normal course of performing Contractor's obligations under this Agreement and is in furtherance of law enforcement or public health or safety powers of the Agency under Exigent Circumstances. If the Agency determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure shall be considered an unauthorized collection or disclosure pursuant to Section F below.

F. Unauthorized Collection, Use, or Disclosure of, or Access to Identifying Information.

- i. If an individual's Identifying Information is collected, used, disclosed, or accessed, without authorization in violation of this Rider, Contractor shall promptly notify the Agency Privacy Officer (providing the information required in Section G(iv) below), in no event more than seventy-two (72) hours from the discovery of such unauthorized collection, use, disclosure, or access so that the Agency can investigate the incident.
- ii. If such collection, use, disclosure, or access requires notification to the affected individual(s) pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, at the direction of the Agency Privacy Officer, Contractor shall (a) make reasonable efforts to notify such individual(s) in writing of the Identifying Information disclosed or accessed and to whom it was disclosed or accessed as soon as practicable, or (b) cooperate with the Agency's efforts to notify such individual(s) in writing.
- iii. Contractor shall take all reasonably necessary steps to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.
- iv. Contractor's notice to the Agency shall include a description of the nature of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information, the type(s) of Identifying Information that may have been used, disclosed or accessed, the names and/or the affiliations of the parties (if known) who gained access to data without authorization, and a description of the steps taken, if any, to mitigate the

effects of such unauthorized collection, use, disclosure, or access, inaccordance with all relevant laws and regulations.

- v. Contractor shall fully cooperate with the City's investigation of the incident resulting in an unauthorized collection, use, or disclosure of, or access to the Identifying Information. Cooperation, as requested by the City and/or its designees, shall include but not be limited to:
 - a. Providing information relating to Contractor's security controls, processes, and the relevant incident. This includes making available to the City and/or its designees all relevant reports and records, certifications, documented policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, data reporting, incident reports or evaluations, remedial measures, verbal interviews with Contractor employees, subcontractors, and other individuals with knowledge of Contractor's security controls, processes and/or the relevant incident, and other materials required for either or both the City and Contractor to comply with applicable law or as otherwise requested by the City and/or its designees;
 - b. Providing the name, e-mail address, phone number, and title of a contact with sufficient knowledge and authority who shall respond promptly to City representatives in the event of unauthorized collection, use, or disclosure of, or access to Identifying Information. Contractor shall notify the Agency Privacy Officer in writing if this contact changes;
 - c. Submitting to an evaluation or audit by the City and/or its designees of Contractor's security controls, processes, and the relevant incident;
 - d. Conducting an evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such evaluation or audit to the City and/or its designees; and
 - e. Obtaining an independent evaluation or audit of Contractor's security controls, processes, and the relevant incident and providing the results of such independent evaluation or audit to the City and/or its designees.
- vi. The City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, administrative or judicial order, or the Chief Privacy Officer to address the unauthorized disclosure, including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such an unauthorized disclosure by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Agency shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.

- vii. Section G(i) shall not require any notification that would violate any law or interfere with an investigation or otherwise compromise public safety pursuant to subdivision c of Section 23-1205.

G. Additional Requirements.

- i. In connection with this Agreement, collection, use, or disclosure of, or access to Identifying Information is restricted to “Authorized Users” for a “Permitted Use.”
- ii. Contractor shall ensure that effective physical, technological, and procedural safeguards are in place to protect the security of Identifying Information, including but not limited to ensuring that its personnel, subcontractors, and agents understand their obligations under this Agreement and applicable laws and regulations. Contractor shall protect against any anticipated hazards or threats to the integrity or security of the Identifying Information and any unauthorized access to or disclosure of such information, and shall take reasonable measures to prevent any other action that could result in harm to the City and the individuals whose Identifying Information is held in Contractor’s custody.
- iii. Contractor shall comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Department of Information Technology and Telecommunications (DoITT) and New York City Cyber Command (NYC3), as they relate to Identifying Information, which are available at <https://nyc.gov/infosec>. Contractors shall comply with such Requirements as they may be modified from time to time.

H. Retention.

Contractor shall retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the Agency Privacy Officer, other agency counsel, or the Chief Privacy Officer.

I. Destruction.

If the Agency instructs Contractor to destroy Identifying Information obtained in connection with this Agreement, Contractor shall destroy it within five (5) business days after receiving the instruction, subject to any litigation holds. Contractor shall provide written confirmation to the Agency Privacy Officer that it has destroyed the Identifying Information within thirty (30) days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor shall promptly explain in writing why it is impossible, and shall, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and shall maintain such Identifying Information in accordance with this Rider.

J. Reporting and Coordination.

Contractor shall provide the Agency with reports, as requested by the Agency Privacy Officer, other agency counsel, or Chief Privacy Officer, regarding the collection, use, retention, disclosure of, and access to Identifying Information by Contractor, and including any other related information that may be reasonably required by the Agency Privacy Officer or Chief Privacy Officer. Contractor shall comply with

directions of the Agency Privacy Officer, other agency counsel, and Chief Privacy Officer concerning reporting and coordination in relation to this Agreement.

K. Conflicts with Provisions Governing Records, Audits, Reports, and Investigations.

To the extent allowed by law, the provisions of this Rider shall control if there is a conflict between any of the provisions of this Rider and, as applicable, Article 5 of Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services); or if Article 5 of Appendix A does not apply, the Investigations Clause.

L. Subcontracts.

- i. Contractor shall include this Rider in all subcontracts to provide services in connection with this Agreement.
- ii. Contractor agrees that it is fully responsible to the Agency for the compliance with this Rider by its subcontractors in connection with this Agreement.

M. Disclosures of Identifying Information to Third Parties.

Contractor shall comply with the Citywide Privacy Protection Protocols of the Chief Privacy Officer concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

N. Construction.

As between the provisions of this Rider and the provisions elsewhere in this Agreement (including any attachment thereto), the more restrictive provision will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.

EXHIBIT A
SCOPE OF WORK
HOSTOS OSY COHORT

ARTICLE I – DEFINITIONS

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

- 1) “Basic Skills Deficient” pursuant to 29 USCS §3102(5) means, with respect to an individual:
 - a) Who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
 - b) Who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.
- 2) “Case File” means a file maintained by Hostos for each Participant, in the form prescribed by DYCD to include documentation of eligibility, the ISS, defined herein, record of achievement of training completion, attainment of Recognized Postsecondary Credentials, defined herein, notes of Staff, defined herein, and any other relevant information.
- 3) “CFR” means the Code of Federal Regulations.
- 4) “Agreement Amount” means the maximum amount, equal to the Unit Price multiplied by the total number of Participants registered during the Term, payable to Hostos for Program Services, defined herein.
- 5) “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).
- 6) “Credential” means an industry-recognized **certificate** or **certification**, a **certificate** of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.
- 7) “DYCD WIOA Policy Manual” means the *WIOA Policies and Procedures Manual*, as amended or revised during the Term, issued by DYCD.
- 8) “Exit” means, with respect to a Participant, the last day of service when no Program Services have been received for ninety (90) consecutive calendar days, and no future Program Services are planned. For purposes of this definition only, “Program Services” does not include self-service, information-only activities or Follow-up services, defined herein.
- 9) “Follow-up Services” means for each Participant one or more of the following activities as appropriate pursuant to US Department of Labor guidelines in 20 CFR §681.580: leadership development and supportive services; regular contact with an employer, including assistance with work-related problems; assistance in securing a better-paying jobs; career pathway development and further education or training; work-related peer support groups; adult

mentoring; services necessary to ensure success in employment and/or post-secondary education; and tracking progress in employment after training.

- 10) “Facility” means the site, identified in the Agreement at which Program Services are delivered to Participants.
- 11) “ISS” means “Individualized Service Strategy,” an age-appropriate, individualized, written plan of long and short-term goals that are directly linked to one (1) or more of the performance indicators as set forth in Performance Measures, as defined herein, and identify activities that include education and employment, involvement in WIOA youth program elements, and personal support services, developed collaboratively with each Participant, defined below, using objective assessment results. The ISS will clearly connect the services to be provided to each Participant with the performance outcomes to be achieved between registration and exit. The ISS is used to track services and outcomes to be delivered or achieved and must be regularly reviewed and updated with the Participant.
- 12) “Monthly Financial Report” (“MFR”) means a report on Program expenses, in accordance with the applicable Annual Budget, submitted to DYCD on or before the fifth (5th) day of each month for the previous month.
- 13) “Monthly Report” means a report submitted by Hostos to DYCD on or before the tenth (10th) day of each month of the Term that details the following:
 - a) Program Services provided during the previous month;
 - b) Significant accomplishments;
 - c) Participant success story;
 - d) Program, administrative, and fiscal challenges;
 - e) Activities and issues with linked organizations;
 - f) Goals and activities for the next month; and
 - g) Technical assistance requests.
- 14) “Participant” means a person between the ages of eighteen (18) and twenty-four (24) and not attending school, who meets the eligibility criteria set forth in Rider 1 hereof, registered for Program Services.
- 15) “Performance Measures” mean the specific Outcomes to be achieved by Participants and the applicable rates of such Outcome achievement, both as set by DYCD for the Program. Performance Measures shall, pursuant to WIOA, 29 USCS §3141 (b) (ii), consist of:
 - a) Percentage of Participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program;
 - b) Percentage of Participants who are in education or training activities, or in unsubsidized employment during the fourth quarter after exit from the program;
 - c) Median earnings of Participants who are in unsubsidized employment during the second quarter after exit;
 - d) Percentage of Participants who obtain a Recognized Postsecondary Credential, or a secondary school diploma or its recognized equivalent during participation in or within

one (1) year after exit and, only if such Participants have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit;

- e) Percentage of Participants who, during a Program Year, are in an education or training program that leads to a Recognized Postsecondary Credential or employment and who are achieving measurable skill gains toward such credential or employment and, only if such Participants have obtained or retained employment or are in an education or training program leading to a Recognized Postsecondary Credential within one (1) year after exit; and
- f) Indicators of effectiveness in serving employers established by the U.S. Secretary of Labor and U.S. Secretary of Education and, if applicable, New York State.

16) “Program Budget” means a line-item budget of all Program expenses approved by DYCD for each year of the Agreement term.

17) “Program Services” means services provided by Hostos that include, but are not limited to, the three (3) design elements, the fourteen (14) program elements, and the information and referral requirements of WIOA 29 USCS §3164(c) set forth in Rider 1 hereof and meet the following goals:

- a) Provide foundational work readiness, academic and occupational skills that will significantly improve a participant’s ability to obtain and maintain employment;
- b) Expose participants to promising industries and careers and provide youth with work-based learning opportunities in these sectors;
- c) Connect youth to productive career pathways that bridge education, training and in-demand credentials; and
- d) Utilize principles of youth development to support the holistic needs of youth and address barriers to employment through case management, comprehensive guidance, and counseling.

18) “Program Year” commences on July 1st and ends on June 30th.

19) “PTS Work Scope” means a plan submitted via DYCDConnect’s Participant Tracking System (PTS) that includes, without limitation, the following information:

- a) Summary page of Executive, Program and Fiscal Staff with contact information, main program site, program borough, Participant Service Level, Follow-Up Participants, and Annual Program Budget;
- b) Program locations where services are provided;
- c) Staffing Plan;
- d) Occupational Training;
- e) Work Readiness/ Career Preparation component;
- f) Employer partners;
- g) Basic Skills instruction;
- h) Advanced Occupational Training;

- i) Case Management and Supportive Services;
 - j) Resources for Supportive Services and Referrals;
 - k) Stipend and Incentive Plans; and
 - l) Other information as DYCD may require.
- 20) “Recognized Postsecondary Credential” means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree as set forth in 29 USCS§ 3102 (52) of WIOA.
- 21) “Staff” means all persons, whether paid or volunteer, engaged by Hostos to provide Program Services at the Facility.
- 22) “Subcontractor” means an organization separate from and independent of Hostos that provides certain Program Services not otherwise performed by Hostos’ paid or unpaid staff as set forth in a subcontract agreement that has fulfilled the requirements of the City’s web based Payee Information Portal system (www.nyc.gov/pip) and has been approved in writing by DYCD. No more than forty-five percent (45%) of the total Agreement Amount shall be subcontracted.
- 23) “Unit Price” means the per Participant price payable for Program Services, of which fifteen (15) percent must be allocated to Follow-Up Services.
- 24) “WIOA” means the federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (29 USCS §§ 3101 et.seq.), and, as may be amended.
- 25) “Workforce Development Internship Program” (WDIP) means those Participants who have not been exited, eligible to work as demonstrated by possession of Work Eligible Documentation, as defined herein, been assessed and deemed job-ready to participate in the DYCD administered subsidized job.
- 26) “Work Eligible Documentation” means possession of each of the following documents:
- a) If the Participant is under the age of eighteen (18), the consent of a parent or guardian and an age- appropriate New York State employment certificate;
 - b) Birth certificate, passport, baptismal certificate or alien registration card, Social Security card;
 - c) Proof of New York City residency; and
 - d) Documentation required to properly complete the U.S. I-9 form (reference at the following links: <http://www.uscis.gov/files/form/m-274.pdf> and <http://www.uscis.gov/files/form/i-9.pdf>).

ARTICLE II – PROGRAM SERVICES

Hostos shall provide Program Services in compliance with WIOA, pursuant to the terms of this Agreement, including but not limited to: the Training Activities Scope of Work, Appendix B-1; the DYCD WIOA Policy Manual; and the Fiscal Manual, as follows:

- 1) Program Services may be provided either in-person (“In Person Services”) or remotely through the use of one or more videoconferencing platforms approved by DYCD (“Remote Services”).
- 2) Utilize a Career Pathway approach that will:
 - a) deliver programs that emphasize career progression, rather than simply job placement, and that are informed by employer demand for both hard skills and workplace competencies; and
 - b) incorporate positive youth development practices and principles that emphasize cognitive, social/emotional, and behavioral competencies in the delivery of all services, including work readiness, basic skills instruction, occupational training, and supportive services and promote positive relationships among Staff and Participants by offering services that offer focus on developing the individual strengths and interests of each Participant.
- 3) Establish through subcontract(s) or linkage agreement(s) or both, approved in writing by DYCD:
 - a) Strategic collaboration(s) with an employer, labor union, or advanced occupational training program, post-secondary educational institution, or organization providing supportive services to provide at least the following:
 - i) content of the training or educational services;
 - ii) direct services or employment/educational opportunities for Participants during the Program;
 - iii) Post-program placements that constitute WIOA outcomes; and
 - iv) Supportive services; and
 - b) Linkages with other organizations to enhance the range and quality of employment, education, and support services for Participants:
 - i) a formal linkage agreement with a mental health service organization that commits to prioritizing Participants regardless of whether a full time or part-time mental health services professional is available onsite.
 - ii) At least one employer in the sector(s) related to the occupational training that will be provided.
- 4) Provide for Participants through either In Person or Remote Services:
 - a) Recruitment, Registration, Referral, and Orientation:
 - i) Identify, recruit, and register as Participants eligible youth in accordance with WIOA for the trainings Hostos will provide. Such efforts shall include, but not be limited to, identifying potentially eligible youth, working with parents and guardians to obtain necessary documentation, and communicating and coordinating with community-based organizations and other City funded programs offered by the Department of Small Business Services (SBS), the Human Resources Administration (HRA) and Administration for Children’s Services (ACS), as appropriate. Determine and

- document the selective service registration status of each male Participant 18 years of age or older. Maintain Participant files that include documentation of eligibility for each Participant.
- ii) Inform ineligible youth about services available through other Hostos or local programs, including, but not limited to, DYCD-funded WIOA Train & Earn or Advance & Earn programs, or other City-funded programs, as appropriate. Link and share information with other youth-serving institutions to meet the individual needs of such youth.
 - iii) Hold one or more orientation sessions in which each Participant is informed:
 - (1) About Program Services, including all those provided by Hostos through established linkages; policies governing drug and alcohol abuse and attendance and behavior; applicable youth development principles; coordination with participation in other DYCD- funded programs; and the ISS; and
 - (2) Of rights under the nondiscrimination and equal opportunity provisions of WIOA, as specifically set forth in 29 USCS §3248 and 29 CFR Part 38, including the right to file a complaint of discrimination with DYCD or the Director, Civil Rights Center, U. S. Department of Labor.
- b) Assessment, Development of ISS, and Case Management:
- i) Assess each Participant to determine eligibility for the Medical Administrative Assistant and Patient Care Technician programs including academic and occupational skills; work readiness, work experience; career interests and goals; and supportive service needs upon registration and at intervals to document progress. Use one of the following tests: Test of Adult Basic Education (“TABE”), English for Speakers of Other Languages (ESOL), and/or any other assessments as may be required by DYCD to determine Basic Skills Deficiencies.
 - ii) Provide each Participant a list of the fourteen (14) WIOA-required Program elements set forth in **Rider 1** hereof, and determine which Program elements will be part of the ISS.
 - iii) Develop an ISS for each Participant that identifies both short-term and long-term education and career goals, based on the assessment and Participant input. Offer basic skills remediation as part of an ISS to each Participant assessed as Basic Skills Deficient. Document in the ISS as to whether or not a goal has been met. Provide a copy of the ISS to each Participant.
 - iv) Coordinate services and information to prepare and motivate each Participant for post-secondary educational opportunities, academic and occupational learning, and employment opportunities, as appropriate.
- c) Educational Services: Offer basic skills training, tutoring, study skills training, and other academic support as needed, tailored to the needs of each Participant.
- d) Work- based Learning Services/Employment Services:
- i) Offer paid and unpaid work experiences in the healthcare sector, such as internships and job shadowing, pre-apprenticeship programs, site visits and job shadowing, on-

the-job training opportunities, work readiness and employment training, designed to help Participants understand the connection between the MAA or PCT training and long-term career advancement. **At least fifteen percent (15%) of the Agreement Amount shall be spent on work-based learning services.**

- ii) Provide work readiness training, including, but not limited to, writing resumes, cover letters, and thank you notes; completing job applications; interviewing skills, appropriate workplace attire and hygiene, self-awareness and appropriate workplace communication, knowledge of personal strengths and values, world-of-work awareness, labor market knowledge, job search techniques, and positive work habits, attitudes, and behavior.
- iii) Provide occupational skill training to conform to standards developed or endorsed by employers in the healthcare sector with strong opportunities, as follows:
 - (1) Maintain linkages with employers in the identified sector(s) and provide training in the areas relevant to those employers; and
 - (2) Provide training to result in the attainment by Participants of a Recognized Postsecondary Credential.
- e) Job Placement and Work Activities, consisting of the following:
 - i) Develop work sites and offer Participant placement at such a site for subsidized employment that is closely aligned to the occupational training given to the Participant as set forth in the Appendix B-1 Scope of Work totaling one hundred fifty (150) hours, subject to availability of funding for each applicable program year and as otherwise directed by DYCD. Use the DYCD Youth Employment Payroll system to administer work sites and payrolls. Monitor the employment to assure that activities are safe, appropriate.
 - ii) Ensure that each work site employer provides at least the following:
 - (1) Development of the scope of the job;
 - (2) Supervision and monitoring progress of Participant(s), including regular structured feedback in accordance with any guidelines or directives as may be provided by DYCD from time to time;
 - (3) Delivery of a written evaluation of each Participant to Hostos;
 - (4) Appropriate workspace;
 - (5) Approval and submission of a weekly timesheet for each Participant to Hostos;
 - (6) Prompt reporting of incidents to Hostos, DYCD and other appropriate authorities; and
 - (7) Regular communication with Hostos.
 - iii) Provide support for payroll services to Participants as follows:
 - (1) Ensure that appropriate Staff are trained in the payroll procedures established by DYCD or a DYCD-designated payroll services provider (“Payroll Provider”).

- (2) Require Staff to attend training sessions on the payroll system, data entry into the payroll database, and the use of the debit card payroll system.
 - (3) Cooperate with the Payroll Provider in resolving any payroll issues in accordance with DYCD policies and procedures.
 - (4) Record each Participant's hours of attendance, in accordance with procedures and schedules established by DYCD, on a written weekly timesheet for each Participant, which shall reflect the actual hours worked by the respective Participant and which shall be signed by the Participant, a representative of Hostos, and a representative of the work site employer.
 - (5) Submit Participant timesheets or otherwise transmit Participant timesheet data to the Payroll Provider in accordance with procedures and schedules established by DYCD.
 - (6) Distribute payroll debit cards or paper checks, provided by DYCD or the Payroll Provider, to each Participant, while remaining liable for any loss, damage, theft or misuse of such debit cards or paper checks from the time of receipt by Hostos to the time of actual receipt by Participants.
 - (7) Verify the payroll for each pay period against the payroll reports for the respective pay period and resolve any discrepancy with the Payroll Provider.
- f) Leadership Development: provide exposure to post-secondary educational opportunities, community and service learning projects, peer-centered activities, positive social and civic behaviors, organizational and team work training, training in decision-making, citizenship training, and life skills training.
 - g) Supportive Services, Guidance and Counseling, and Mentoring:
 - i) Provide, as needed, supportive services, including, but not limited to, linkages to community services; assistance with transportation, child care, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in activities authorized under WIOA; referrals to medical services; reasonable accommodations for youth with disabilities; and assistance with uniforms and other work attire and tools.
 - ii) Provide guidance and counseling, including substance abuse treatment and counseling, as needed.
 - iii) Offer each Participant individual support through adult mentoring throughout the Program, including Follow-up Services. Adult mentoring activities shall match Participants with an individual mentor with whom the Participant interacts on a face-to-face basis and be a formal relationship between a Participant and adult mentor that includes structured activities where the mentor offers guidance, support and encouragement to develop the competence and character of the Participant.
 - iv) File.
 - h) Duration of Services:

- i) Provide Program Services year-round, during the daytime as well as in the evenings and on weekends, to accommodate Participants' schooling, employment and/or internship placements.
 - ii) Participants shall receive up to twelve (12) months of direct Program Services and a minimum of twelve (12) months of Follow-Up services after Program exit.
- i) Follow-Up:
- i) Provide each Participant at least twelve (12) months of Follow-up Services after Program exit to assist in the achievement of career and educational goals and to include:
 - (1) At least monthly contact with each Participant and coordination with employer(s) and school(s), as applicable, to assist Participants in achieving career and educational goals;
 - (2) Serve as a resource to identify and address challenges that arise for Participants in employment and educational placements;
 - (3) Assistance to achieve educational goals and with additional job placements and promotions, as needed; and
 - (4) Counseling in long-term education and career planning, including applying to college and obtaining financial aid.
 - ii) Document and report on the Follow-up Services in Capricorn, the respective Participant Case File, and the Monthly Reports.
- j) Retention:
- i) Develop and utilize a strategy to retain each Participant until successful completion of Program Services.
 - ii) As appropriate and in accordance with the "*Super Circular*", governing the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 CFR part 200 and, as approved by DYCD, offer incentives to Participants for recognition and achievement tied to education, training activities and work experiences, outlined in writing prior to the commencement of Program Services that are aligned with Hostos's organizational policies and are adequately safeguarded with internal controls to prevent theft or misuse.
- 5) Achieve and Report Performance Measures:
- a) Ensure achievement by Participants of the Performance Measures at the respective rates set by DYCD for the Program.
 - b) Collect and report data on Participants with respect to training completion and achievement of and Performance Measures in accordance with WIOA and DYCD requirements.
 - c) Maintain a Case File for each Participant.
 - d) Submit timely MFRs and Monthly Reports to DYCD.

- 6) Contractor shall ensure that appropriate 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 staff members have access to computers at the Facility, or at their homes for telework, and with the following technological requirements:
 - a) 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;
 - b) A modern browser at the latest version (i.e., Chrome, Firefox, Edge, Safari);
 - c) A broadband connection with good internet speed;
 - d) Up-to-date antivirus software;
 - e) A computer system that employs hierarchical password protection to define and restrict access to specified users; and
 - f) Firewall software or hardware.
- 7) Hostos shall comply with the following requirements in providing all Remote Services:
 - a) Hostos shall utilize one or more secure videoconferencing platforms for the provision of Remote Services. Hostos shall obtain the necessary subscriptions, licenses, and approvals for the use of such platforms. Hostos shall not infringe upon any intellectual property rights in the use of such platforms. Hostos shall be responsible for installing any software and security updates for such platforms.
 - b) Hostos 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.
 - c) Hostos shall ensure accessibility of Remote Services in compliance with the Americans with Disabilities Act.
 - d) Hostos 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 Rider 3 in an effort to ensure appropriate staff and participant conduct during provision of Remote Services.
 - e) Hostos shall comply with any additional DYCD guidance provided from time to time with respect to Remote Services.
- 8) Recruit, screen, hire, train, supervise and maintain appropriately qualified Staff to provide Program Services, as follows:
 - a) Retain or employ at least:
 - i) A part-time Program director, responsible for day-to-day Program operations with a BA or BS degree and relevant experience; as an alternative, the Program director shall have at least five years of relevant experience, including case management experience and a two-year degree.
 - ii) A full-time case and follow up manager, dedicated solely to the Program, with some college and relevant experience. The full-time case and follow up manager may serve as the on-site mental health services provider.

- iii) A part-time Career/Job Development Specialist with at least some college and applicable experience to develop jobs, occupational training placements or both, as appropriate for the program.
- iv) At least one key staff member shall be responsible for ensuring that the administrative and fiscal obligations of the contract are satisfactorily met.
- v) An onsite mental health professional available to work with the Participants to provide group and individual counseling and referrals as needed. This mental health professional shall be:
 - (1) a social worker with one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); or
 - (2) a counselor with one of the following credentials: Credentialed Alcoholism and Substance Abuse Counselor (CASAC) or Licensed Mental Health Counselor (LMHC).
- b) Maintain qualified Staff: All individuals, including all paid staff members and any volunteers, shall provide Program Services in a manner that is sensitive to the ethnic, racial, and linguistic backgrounds and cultures of the Participants, including support for Participants' gender identity and sexual orientation and shall ensure Staff are qualified and appropriately trained in areas including, but not limited to youth development, education, employment, and family development. Hostos shall ensure that appropriate staff are trained to perform programmatic monitoring, including monitoring of virtual platforms, 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.
- c) Provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement thereof, to be kept in the Staff member's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.
- d) Make an inquiry into all of the following for each prospective employee whose position would hold the potential for regular and substantial contact with Participants under the age of eighteen (18), including via virtual platforms:
 - 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 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 Hostos 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.
- e) Provide rosters of all staff in the OSY program, whether funded directly by DYCD or otherwise.
- f) Before hiring or retaining any prospective Staff member with a criminal conviction history, provide written notification to DYCD of such person's criminal conviction history and, if Hostos determines to move forward with employing the prospective Staff person and, if requested by DYCD, share with DYCD Hostos's rationale for moving forward with employment.
- g) Hostos shall require its Staff members to report any arrest or criminal conviction to Hostos as soon as possible.
 - i) Upon receiving notice of any criminal conviction of a Staff member, Hostos 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 Staff member, Hostos shall assess whether the 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 where Participants are present. If it is determined that the presence of such Staff member at the Facility or in a virtual platform poses a threat to Participants, such Staff member shall be barred from the Facility or virtual platform pending resolution of the criminal matter. Hostos shall ensure that any vacancy resulting from the barring of such Staff member is promptly filled with another appropriately qualified person, subject to all applicable provisions of this section. If Hostos's assessment results in a decision to re-assign Staff member/s or Participant/s, Hostos shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after such determination.
- h) Ensure that Program staff attend training sessions offered by DYCD.
- i) Provide program staff with information on the Family Development Training and Credentialing Program (FDC) and, where appropriate, refer staff for training. Paid staff members are eligible for scholarships to FDC, offered through DYCD.
- 9) Program Facilities:
 - a) All facilities shall be appropriate in size and design to accommodate Program staff, Participants, and Program Services.
 - b) Hostos shall ensure that:

- i) the building and space in which Staff and students are housed and all facilities and equipment therein meet the local fire, health, and safety standards and comply with American with Disabilities Act (ADA) standards;
 - ii) if facilities do not meet ADA standards, Hostos shall utilize DYCD- approved alternative measures to access to other suitable space to make Program Services available to reasonably accommodate persons with disabilities;
 - iii) the Facility is easily accessible by public transportation; and
 - iv) all facilities are safe, secure and welcoming.
- c) Hostos must follow all local, state, federal, and specific industry guidelines and mandates regarding physical distancing, which may include continued work from home for Contractor staff, personal protective equipment (PPE), hygiene and cleaning, employee and Participant health screening and contact tracing. This requirement includes, but may not be limited to, safety regulations required by the New York State Department of Health requirement for all employers to develop a COVID-19 Reopening Safety Plan (Hostos may use the New York State template). The plan must be kept on file at the Program Facility/ies and available for inspection by DYCD. Hostos must ensure that Participants understand protocols and communication guidance regarding these items and provide appropriate distancing and PPE. DYCD shall provide PPE where requested by Hostos.

10) Maintain records and make reports as follows:

- a) Monitor and maintain records of Program achievement and Participant Outcomes, as set forth in this Workscope and report the same as directed by DYCD.
- b) Maintain Participant files that include documentation of eligibility for each participant enrolled in the program.
- c) Collect and submit as required all nondiscrimination and equal employment data including complaint and grievance forms required by 29 CFR 38 as set forth in Rider 1. Promptly report any discriminatory activities to DYCD including, but not limited to, submitting on a quarterly basis, or such other time period as directed by DYCD, a log of complaints filed with Hostos that alleges discrimination on the ground(s) of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, and/or participation in a WIOA Title 1-financially assisted program or activity and, any other grounds seeking protection from discrimination as may be directed by DYCD. The log shall include the name and address of the complainant, the ground(s) of the complaint and other pertinent information. Information that could lead to identification of a particular individual as having filed a complaint shall be kept confidential in accordance with 29 CFR 38.37.
- d) Promptly report any information concerning corrupt or other criminal activity, conflicts of interest, unethical conduct, misconduct, or incompetence by any Staff to the Inspector General for DYCD at the City Department of Investigation.
- e) Report incidents as follows:
 - i) 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.
- ii) 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.
 - f) For a period of no less than six (6) years from conclusion of the Term, keep and maintain files of all fiscal and Program electronic and printed documents, records, and reports prepared or utilized in connection with the performance of this Agreement, including the nondiscrimination and equal opportunity records required by 29 CFR 38 as set forth in Rider 1, and promptly deliver to DYCD all such documents, records, and reports upon request of the City, DYCD, and the respective duly authorized agents, and assigns thereof.
- 11) Maintain compliance with the nondiscrimination and equal opportunity provisions of the following laws:
- a) WIOA §188 (29 USCS 3248), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, status as a WIOA Title I participant, and citizenship/status as a lawfully admitted immigrant authorized to work in the United States;
 - b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - c) §504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
 - f) The Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of disability; and

- g) Executive Order 50; New York City Administrative Code §6-108; and New York State Labor Law §220-e, all as set forth in Appendix A hereof.
- 12) Maintain compliance and provide all required certificates and assurances with respect to federal, state, and local rules and regulations on the following: drug-free workplace; anti-lobbying; debarment and suspension; inventions, patents, and copyrights; and clean air, clean water, energy policy and conservation, each as specifically set forth in Rider 1 and incorporated by reference herein.
- 13) Provide DYCD with all information required for each of the NYC Metrics as listed in **Rider 2** on or before any deadline established by DYCD.
- 14) Ensure that no fee is charged nor any other payment or purchase required as a condition of eligibility for or participation in the Program.
- 15) Ensure that no Participant is enrolled, person hired for any position, or contract entered into with any person for services in connection with the Program if an immediate family member or household member of that Participant or person is employed by Hostos in any management capacity. For purposes of this Agreement, the following are included within the definition of “immediate family or household member”:
- a) Persons related by consanguinity, adoption or affinity including but not limited to the following: father, father-in-law, grandfather, mother, mother-in-law, grandmother, brother, step brother, brother-in-law, sister, step sister, sister-in-law, son, step son, son-in-law, daughter, step daughter, daughter-in-law, niece, nephew, aunt, uncle, cousin;
 - b) Persons who have a child in common regardless of whether such persons have been married or have lived together at any time;
 - c) Persons legally married to each other whether separated or not; or
 - d) Persons living together or domestic partners regardless of whether such persons are registered as domestic partners in accordance with the New York City Administrative Code §3-240 and/or E. O. Number 123, dated August 7, 1989 and E. O. Number 48, dated January 7, 1993.
- 16) Ensure that with respect to subcontracts, linkages, referral and assistance, and service coordination:
- a) All subcontract, linkage or referral agreements between Hostos and other service providers shall be in accordance with and subject to the terms of this Agreement.
 - b) If Hostos subcontracts and/or engages consultants, Hostos shall adhere to the following requirements notwithstanding any provision of this Agreement:
 - i) No more than forty-five percent (45%) of the total amount of this Agreement may be subcontracted.
 - ii) No subcontract shall be entered into without DYCD’s prior written approval. Hostos shall not allow any Program Services to be performed by entities for which there is no DYCD-approved subcontract. Hostos shall submit two (2) copies of each proposed subcontract to DYCD with the selected subcontractor’s written request for approval.
 - c) Nothing contained in any such subcontract, linkage or referral agreement shall

- i) impair the rights of DYCD under this Agreement;
 - ii) relieve Hostos of any responsibility under this Agreement; or
 - iii) create any contractual relationship between any entity with whom Hostos has entered into a subcontract, linkage or referral agreement and DYCD.
- d) All linkages, subcontracts, if applicable, and referrals shall be monitored by Hostos to ensure satisfactory delivery of Program Services.

17) Comply with the following DYCD policies:

- a) Include DYCD's logo in all Program related signage, publications, materials, communications, advertisements, and transactions. Hostos shall post a sign in its Facility naming "New York City Department of Youth and Community Development" or "DYCD" as the agency which funds the Program Services. Without limiting the foregoing, Hostos may also use Hostos's own name and/or logo in such materials.
- b) All marketing activities of Hostos or its Staff and all marketing materials produced and distributed shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned or delayed.
- c) Hostos shall comply with DYCD's "Social Media Policy for DYCD Providers," a copy of which has been provided to Hostos.
- d) Hostos shall post a 311 sign in a prominent location in its Facility, listing the City's hotline for government information and non-emergency services. This notice shall also be made available electronically.

EXHIBIT A-1
SCOPE OF WORK
TRAINING ACTIVITIES

A. Training Activities

- 1) Hostos will provide a course outline including topics of instruction, number of instructional days and hours per day, dates of tests and quizzes, and other relevant training activities.
- 2) Hostos will deliver the didactic and internship instruction detailed in Section C below that will prepare Participants to attain the credentials detailed in Section E below. In addition, Hostos will provide the following as needed to ensure Participant success in the Training Program:
 - a) Academic and Skills Remediation - Any Participant with a failing grade for any major test instrument or who has a failing grade point average will be assisted through tutoring, exercises, provision of test prep materials, and other instructional resources. Participants who self-identify as requiring assistance shall also be remediated.
 - b) Education Support - Participants demonstrating challenges will be assisted on topics such as setting goals, time management, test anxiety, study strategies, test-taking strategies, and other appropriate topics.
 - c) Job Readiness - The Hostos Program Liaison will alert DYCD and Providers of Participant needs related to job readiness and job placement assistance so that Providers can provide appropriate support to Participants and Hostos staff. Hostos staff will cover work readiness topics specific to the job being trained for.

B. Training Program Sizes and Locations

During the Term, Hostos will be responsible for providing the following Training Programs, number of cohorts, and students per cohort and overall.

Training Name	# cohorts	Maximum # students per cohort	Maximum total students	Location
Medical Administrative Assistant	1	18	18	Hostos Community College, South Bronx or virtual instruction
Patient Care Technician	1	18	18	Hostos Community College, South Bronx or virtual instruction

C. Training Lengths

Hostos will provide the number of hours of instruction, including classroom hours and internship hours, as per the table below and based on certification and employer requirements:

Training Name	Classroom hours	Internship hours	# weeks
Medical Administrative Assistant	100	n/a	12 weeks
Patient Care Technician	240	Clinical Rotation: 30hrs for Certified Nursing Assistant	12 weeks

D. Eligibility

Hostos will be responsible for screening potential participants, based on screening guidelines developed and approved by Hostos and DYCD. Interested candidates will be required to meet the following minimum eligibility requirement(s) in order to enroll in the Training Program. In the event that potential applicants do not qualify, Hostos will provide referrals to alternative programs either at Hostos, other Train & Earn programs, Advance & Earn programs, or similar programs, and will keep a record of such referrals.

Training Name	Minimum age	Minimum education	Minimum TABE	Other
Medical Administrative Assistant	18 years	HSE/HSD	9 th grade reading and math	Info session/interview; customer service experience
Patient Care Technician	18 years	HSE/HSD	9 th grade reading and math	Info session/interview; some knowledge of Anatomy and Physiology

E. Recognized Postsecondary Credentials, Certifications, and College Credits

In addition to providing a certificate of completion to each Participant who successfully completes the Training Program, Hostos will coordinate the registration and testing for professional occupational credentials awarded by industry organizations and the awarding of college credits, if applicable, as per the following:

Training Name	CUNY Certificate, Professional Certificate(s), College Credits
Medical Administrative Assistant	National Healthcareer Association (NHA) Certified Medical Administrative Assistant (CMAA)
Patient Care Technician	National Healthcareer Association (NHA) Certified Patient Care Technician/Assistant (CPCT/A)

F. Training Completion

Hostos will endeavor to obtain a Training Completion Rate (defined as the number of Participants who complete the Training Program divided by the number of Participants who enrolled in that Training Program) of at least seventy-five percent (75%). Training Completion is further defined as:

- 1) Completing no less than eighty-five percent (85%) of course hours, including internship hours if applicable;
- 2) Receiving at least one certification or industry recognized credentials outlined above in Section 1, paragraph E; and
- 3) Having a complete, updated professional resume (paper and electronic), portfolio if applicable, cover letters, and any other necessary documents needed for job search activities.

RIDER 1
STATUTORY AND REGULATORY REQUIREMENTS

WORKFORCE INNOVATION AND OPPORTUNITY ACT
ELIGIBILITY CRITERIA

Under 29 USCS §3164 an “**eligible youth**” must meet the criteria set forth below:

(B) **Out-of-school youth.** In this title, the term "out-of-school youth" means an individual who is--

- (i) not attending any school (as defined under State law);
- (ii) not younger than age 16 or older than age 24; and
- (iii) one or more of the following:

(I) A school dropout.

(II) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.

(III) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is--

(aa) basic skills deficient; or

(bb) an English language learner.

(IV) An individual who is subject to the juvenile or adult justice system.

(V) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (*42 U.S.C. 14043e-2(6)*)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (*42 U.S.C. 11434a(2)*)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (*42 U.S.C. 677*), or in an out- of-home placement.

(VI) An individual who is pregnant or parenting.

(VII) A youth who is an individual with a disability.

(VIII) A low-income individual, as defined in 29 USCS §3102(36), who requires additional assistance to enter or complete an educational program or to secure or hold employment.

The term "**low-income individual**" means an individual who--

(i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (*7 U.S.C. 2011 et seq.*), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (*42 U.S.C. 601 et seq.*), or the supplemental security income program established under title XVI of the Social Security Act (*42 U.S.C. 1381 et seq.*), or State or local income-based public assistance;

(ii) is in a family with total family income that does not exceed the higher of--

(I) the poverty line; or

(II) 70 percent of the lower living standard income level;

(iii) is a homeless individual (as defined in section 41403(6) of

the Violence Against Women Act of 1994 (*42 U.S.C. 14043e-2(6)*)), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (*42 U.S.C. 11434a(2)*));

(iv) receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (*42 U.S.C. 1751 et seq.*);

(v) is a foster child on behalf of whom State or local government payments are made; or

(vi) is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement.

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM REQUIREMENTS: 29 USCS § 3164(c)

Local elements and requirements.

(1) Program design. Funds allocated to a local area for eligible youth under section 128(b) [29 USCS §§ 3163(b)] shall be used to carry out, for eligible youth, programs that--

(A) provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;

(B) develop service strategies for each participant that are directly linked to 1 or more of the indicators of performance described in section 116(b)(2)(A)(ii) [29 USCS § 3141(b)(2)(A)(ii)], and that shall identify career pathways that include education and employment goals (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted pursuant to subparagraph (A), except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program;

(C) provide--

- (i) activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
- (ii) preparation for postsecondary educational and training opportunities;
- (iii) strong linkages between academic instruction (based on State academic content and student academic achievement standards established under section 1111 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311)) and occupational education that lead to the attainment of recognized postsecondary credentials;
- (iv) preparation for unsubsidized employment opportunities, in appropriate cases;
and
- (v) effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

(2) Program elements. In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the programs described in paragraph (1) shall provide

elements consisting of--

(A) tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;

(B) alternative secondary school services, or dropout recovery services, as appropriate;

(C) paid and unpaid work experiences that have as a component academic and occupational education, which may include--

(i) summer employment opportunities and other employment opportunities available throughout the school year;

(ii) pre-apprenticeship programs;

(iii) internships and job shadowing; and

(iv) on-the-job training opportunities;

(D) occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in section 123 [29 USCS § 3153];

(E) education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;

(F) leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;

(G) supportive services;

(H) adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;

(I) follow-up services for not less than 12 months after the completion of participation, as appropriate;

(J) comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;

(K) financial literacy education;

(L) entrepreneurial skills training;

(M) services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and

(N) activities that help youth prepare for and transition to postsecondary education and training.

(3) Additional requirements.

(A) Information and referrals. Each local board shall ensure that each participant shall be provided--

(i) information on the full array of applicable or appropriate services that are available through the local board or other eligible providers or one-stop partners, including those providers or partners receiving funds under this subtitle; and

(ii) referral to appropriate training and educational programs that have the

capacity to serve the participant either on a sequential or concurrent basis.

(B) Applicants not meeting enrollment requirements. Each eligible provider of a program of youth workforce investment activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs in accordance with subparagraph (A) to meet the basic skills and training needs of the applicable.

WORKFORCE INNOVATION AND OPPORTUNITY ACT
PERFORMANCE MEASURES: 29 USCS §3141(b)(ii)

(ii) **Primary indicators for eligible youth.** The primary indicators of performance for the youth program authorized under chapter 2 of subtitle B [29 USCS §§ 3161 et seq.] shall consist of—

(I) the percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program;

(II) the percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program; and

(III) the primary indicators of performance described in subclauses (III) through (VI) of subparagraph (A)(i) as follows:

(III) the median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;

(IV) the percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent (subject to clause (iii)), during participation in or within 1 year after exit from the program;

(V) the percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment; and

(VI) the indicators of effectiveness in serving employers established pursuant to clause (iv).

(iii) **Indicator relating to credential.** For purposes of clause (i)(IV), or clause (ii)(III) with respect to clause (i)(IV), program participants who obtain a secondary school diploma or its recognized equivalent shall be included in the percentage counted as meeting the criterion under such clause only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within 1 year after exit from the program.

(iv) **Indicator for services to employers.** Prior to the commencement of the second full program year after the date of enactment of this Act [enacted July 22, 2014], for purposes of clauses (i)(VI), or clause (ii)(III) with respect to clause (i)(IV), the Secretary of Labor and the Secretary of Education, after consultation with the representatives described in paragraph (4)(B), shall jointly develop and establish, for purposes of this subparagraph, 1 or more primary indicators of performance that indicate the effectiveness of the core programs in serving employers.

Nondiscrimination and Equal Opportunity
A. Requirements of 29 CFR 38

NOTICE AND COMMUNICATION

§38.29 What are a recipient's obligations to disseminate its equal opportunity policy?

(a) A recipient must provide initial and continuing notice that it does not discriminate on any prohibited ground. This notice must be provided to:

- (1) Registrants, applicants, and eligible applicants/registrants;
- (2) Participants;
- (3) Applicants for employment and employees;
- (4) Unions or professional organizations that hold collective bargaining or professional agreements with the recipient;
- (5) Subrecipients that receive WIOA Title I funds from the recipient; and
- (6) Members of the public, including those with impaired vision or hearing.

(b) As provided in Sec. 38.9, the recipient must take appropriate steps to ensure that communications with individuals with disabilities are as effective as communications with others.

§38.30 What specific wording must the notice contain?

The notice must contain the following specific wording:

Equal Opportunity Is the Law

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
Providing opportunities in, or treating any person with regard to, such a program or activity; or
Making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do if You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or

The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

§38.31 Where must the notice required by §§38.29 and 38.30 be published?

(a) At a minimum, the notice required by §§38.29 and 38.30 must be:

- (1) Posted prominently, in reasonable numbers and places;
- (2) Disseminated in internal memoranda and other written or electronic communications;
- (3) Included in handbooks or manuals; and
- (4) Made available to each participant, and made part of each participant's file.

(b) The notice must be provided in appropriate formats to individuals with visual impairments. Where notice has been given in an alternate format to a participant with a visual impairment, a record that such notice has been given must be made a part of the participant's file.

§38.32 When must the notice required by §§38.29 and 38.30 be provided?

The notice required by §§38.29 and 38.30 must be initially provided within October 21, 2015, or within 90 days of the date of this part first applies to the recipient, whichever comes later.

§38.33 Who is responsible for meeting the notice requirement with respect to service providers?

The Governor or the LWIA grant recipient, as determined by the Governor and as provided in that State's Methods of Administration, will be responsible for meeting the notice requirement provided in Sections 38.29 and 38.30 with respect to a State's service providers.

§38.34 What type of notice must a recipient include in publications, broadcasts, and other communications?

(a) Recipients must indicate that the WIOA Title I-financially assisted program or activity in question is an “**equal opportunity employer/program,**” and that “**auxiliary aids and services are available upon request to individuals with disabilities,**” in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe programs financially assisted under Title I of WIOA or the requirements for participation by recipients and participants. Where such materials indicate that the recipient may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the recipient, as required by §38.9(c).

(b) Recipients that publish or broadcast program information in the news media must ensure that such publications and broadcasts state that the WIOA Title I-financially assisted program or activity in question is an equal opportunity employer/program (or otherwise indicate that discrimination in the WIOA Title I-financially assisted program or activity is prohibited by Federal law), and indicate that auxiliary aids and services are available upon request to individuals with disabilities.

(c) A recipient must not communicate any information that suggests, by text or illustration, that the recipient treats beneficiaries, registrants, applicants, participants, employees or applicants for employment differently on any prohibited ground specified in §38.5, except as such treatment is otherwise permitted under Federal law or this part.

§38.35 What are a recipient's responsibilities to provide services and information in languages other than English?

(a) A significant number or proportion of the population eligible to be served, or likely to be directly affected, by a WIOA Title I-financially assisted program or activity may need services or information in a language other than English in order to be effectively informed about, or able to participate in, the program or activity. Where such a significant number or proportion exists, a recipient must take the following actions:

(1) Consider:

(i) The scope of the program or activity, and

(ii) The size and concentration of the population that needs services or information in a language other than English; and

(2) Based on those considerations, take reasonable steps to provide services and information in appropriate languages. This information must include the initial and continuing notice required under Secs. 38.29 and 38.30, and all information that is communicated under Sec. 38.34.

(b) In circumstances other than those described in paragraph (a) of this section, a recipient should nonetheless make reasonable efforts to meet the particularized language needs of limited-English-speaking individuals who seek services or information from the recipient.

§38.36 What responsibilities does a recipient have to communicate information during orientations?

During each presentation to orient new participants, new employees, and/or the general public to its WIOA Title I-financially assisted program or activity, a recipient must include a discussion of rights under the nondiscrimination and equal opportunity provisions of WIOA and this part, including the right to file a complaint of discrimination with the recipient or the Director.

(Refer to 29 CFR 34.23 (d))(Check cite, since no Cite)

DATA AND INFORMATION COLLECTION AND MAINTENANCE

§38.37 What are a recipient's responsibilities to collect and maintain data and other information?

(a) The Director will not require submission of data that can be obtained from existing reporting requirements or sources, including those of other agencies, if the source is known and available to the Director.

(b)(1) Each recipient must collect such data and maintain such records, in accordance with procedures prescribed by the Director, as the Director finds necessary to determine whether the recipient has complied or is complying with the nondiscrimination and equal opportunity provisions of WIOA or this part. The system and format in which the records and data are kept must be designed to allow the Governor and CRC to conduct statistical or other quantifiable data analyses to verify the recipient's compliance with section 188 of WIOA and this part.

(2) Such records must include, but are not limited to, records on applicants, registrants, eligible applicants/ registrants, participants, terminees, employees, and applicants for employment. Each recipient must record the race/ethnicity, sex, age, and where known, disability status, of every applicant, registrant, eligible applicant/ registrant, participant, terminee, applicant for employment, and employee. Such information must be stored in a manner that ensures confidentiality, and must be used only for the purposes of recordkeeping and reporting; determining eligibility, where appropriate, for WIOA Title I-financially assisted programs or activities; determining the extent to which the recipient is operating its WIOA Title I financially assisted program or activity in a nondiscriminatory manner; or other use authorized by law.

(c) Each recipient must maintain, and submit to CRC upon request, a log of complaints filed with it that allege discrimination on the ground(s) of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, and/or participation in a WIOA Title I-financially assisted program or activity. The log must include: the name and address of the complainant; the ground of the complaint; a description of the complaint; the date the complaint was filed; the disposition and date of disposition of the complaint; and other pertinent information. Information that could lead to identification of a particular individual as having filed a complaint must be kept confidential.

(d) Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

(e) A service provider's responsibility for collecting and maintaining the information required under this section may be assumed by the Governor or LWIA grant recipient, as provided in the State's Methods of Administration.

§38.38 What information must grant applicants and recipients provide to CRC?

In addition to the information which must be collected, maintained, and, upon request, submitted to CRC under § 38.37:

(a) Each grant applicant and recipient must promptly notify the Director when any administrative enforcement actions or lawsuits are filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in a WIOA Title I-financially assisted program or activity. This notification must include:

- (1) The names of the parties to the action or lawsuit;
- (2) The forum in which each case was filed; and

- (3) The relevant case numbers.
- (b) Each grant applicant (as part of its application) and recipient (as part of a compliance review conducted under Section 38.63, or monitoring activity carried out under § 38.65) must provide the following information:
- (1) The name of any other Federal agency that conducted a civil rights compliance review or complaint investigation, and that found the grant applicant or recipient to be in noncompliance, during the two years before the grant application was filed or CRC began its examination; and
 - (2) Information about any administrative enforcement actions or lawsuits that alleged discrimination on any protected basis, and that were filed against the grant applicant or recipient during the two years before the application or renewal application, compliance review, or monitoring activity. This information must include:
 - (i) The names of the parties;
 - (ii) The forum in which each case was filed; and
 - (iii) The relevant case numbers.
- (c) At the discretion of the Director, grant applicants and recipients may be required to provide, in a timely manner, any information and data necessary to investigate complaints and conduct compliance reviews on grounds prohibited under the nondiscrimination and equal opportunity provisions of WIOA and this part.
- (d) At the discretion of the Director, recipients may be required to provide, in a timely manner, the particularized information and/or to submit the periodic reports that the Director considers necessary to determine compliance with the nondiscrimination and equal opportunity provisions of WIOA or this part.
- (e) At the discretion of the Director, grant applicants may be required to submit, in a timely manner, the particularized information necessary to determine whether or not the grant applicant, if financially assisted, would be able to comply with the nondiscrimination and equal opportunity provisions of WIOA or this part.
- (f) Where designation of individuals by race or ethnicity is required, the guidelines of the Office of Management and Budget must be used.

§38.39 How long must grant applicants and recipients maintain the records required under this part?

- (a) Each recipient must maintain the following records for a period of not less than three years from the close of the applicable program year:
- (1) The records of applicants, registrants, eligible applicants/ registrants, participants, terminees, employees, and applicants for employment; and
 - (2) Such other records as are required under this part or by the Director.
- (b) Records regarding complaints and actions taken on the complaints must be maintained for a period of not less than three years from the date of resolution of the complaint.

§38.40 What access to sources of information must grant applicants and recipients provide the Director?

- (a) Each grant applicant and recipient must permit access by the Director during normal business hours to its premises and to its employees and participants, to the extent that such individuals are on the premises during the course of the investigation, for the purpose of conducting complaint investigations, compliance reviews, monitoring activities associated with a State's development and implementation of a Methods of Administration, and inspecting and copying such books, records,

accounts and other materials as may be pertinent to ascertain compliance with and ensure enforcement of the nondiscrimination and equal opportunity provisions of WIOA or this part.

(b) Asserted considerations of privacy or confidentiality are not a basis for withholding information from CRC and will not bar CRC from evaluating or seeking to enforce compliance with the nondiscrimination and equal opportunity provisions of WIOA and this part.

(c) Whenever any information that the Director asks a grant applicant or recipient to provide is in the exclusive possession of another agency, institution, or person, and that agency, institution, or person fails or refuses to furnish the information upon request, the grant applicant or recipient must certify to CRC that it has made efforts to obtain the information and that the agency, institution, or person has failed or refused to provide it. This certification must list the name and address of the agency, institution, or person that has possession of the information and the specific efforts the grant applicant or recipient made to obtain it.

§38.41 What responsibilities do grant applicants, recipients, and the Department have to maintain the confidentiality of the information collected?

The identity of any individual who furnishes information relating to, or assisting in, an investigation or a compliance review, including the identity of any individual who files a complaint, must be kept confidential to the extent possible, consistent with a fair determination of the issues. An individual whose identity it is necessary to disclose must be protected from retaliation (see § 38.11).

§38.42 What are a recipient's responsibilities under this part to provide universal access to WIOA Title I-financially assisted programs and activities?

Recipients must take appropriate steps to ensure that they are providing universal access to their WIOA Title I financially assisted programs and activities. These steps should involve reasonable efforts to include members of both sexes, various racial and ethnic groups, individuals with disabilities, and individuals in differing age groups. Such efforts may include, but are not limited to:

- (a) Advertising the recipient's programs and/or activities in media, such as newspapers or radio programs, that specifically target various populations;
- (b) Sending notices about openings in the recipient's programs and/or activities to schools or community service groups that serve various populations; and
- (c) Consulting with appropriate community service groups about ways in which the recipient may improve its outreach and service to various populations.

B. Other Federal Requirements

During the performance of the Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

3. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DSBS and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. New York City Requirements

The Executive Order 50 Equal Employment Opportunity provisions covering non-discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation and the provisions of New York City Administrative Code Section 6-108 and New York State Labor Law Section 220-e that are set forth in Appendix A of this Agreement are hereby incorporated into this Rider 1 by reference.

- (1) Nondiscrimination: The contractor shall provide services to all persons regardless of actual or perceived race, color, creed, national origin, alien or citizenship status, gender (including gender identity), sexual orientation, disability, marital status, arrest or

conviction record, status as a victim of domestic violence, lawful occupation, and family status, and in accordance with the Workforce Innovation and Opportunity Act (WIOA) non-discrimination provisions (29 USC§3248 and 29 CFR Part 38).

Drug-Free Workplace Requirements

Publish and conspicuously post a statement notifying all Staff that the manufacture, distribution, dispensing, unauthorized possession, and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition (the “Drug-Free Workplace Policy”);

Maintain an on-going drug-free awareness program to inform all Staff about:

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor policy of enforcing the Drug-Free Workplace Policy;
- (3) Availability of drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon Staff and Participants for violating the Drug-Free Workplace Policy;

Ensure that each Staff member receives a copy of the Drug-Free Workplace Policy as part of orientation with Contractor and is informed of the following:

- (1) Compliance with the terms of the Drug-Free Workplace Policy is a mandatory condition of employment or retention of employment, as the case may be; and,
- (2) Each Staff member must notify Contractor in writing of his/her arrest or conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such arrest or conviction.
 - (a) Contractor shall notify DYCD, in writing within 10 calendar days of its receipt of the above-described notice of conviction from a Staff member or otherwise receiving actual police notice of such conviction.
 - (b) Contractor must take one of the following actions, within thirty (30) calendar days of receiving notice of such a conviction with respect to any Staff member so convicted:
 - (i) Appropriate personnel action against such convicted Staff member, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such convicted Staff member both to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency, and to make a good faith effort to continue to abide by Drug-Free Workplace Policy.

Certify the Drug-Free Workplace Policy compliance of the Facility (“Drug-Free Workplace Certificate”) and deliver the Drug-Free Workplace Certificate to DYCD prior to commencing Program Services.

Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization

Name and Title of Authorized Representative

Signature

Debarment and Suspension Certification

A. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, DYCD may pursue available remedies, including suspension and/or debarment.

B. Contractor shall provide immediate written notice to DYCD if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29).

D. Contractor agrees that by entering into this Agreement, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspending, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by DYCD.

E. Contractor further agrees that by entering into the Agreement it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all subcontracts and in all solicitations for subcontracts.

F. DYCD may rely on the certification of Contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from entering this Agreement, unless DYCD knows that the certification is erroneous. DYCD may decide the method and frequency by which it determines the eligibility of its principals.

G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of DYCD is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

H. Except for transactions authorized under paragraph D of this section, if Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, DYCD may pursue available remedies, including suspension and/or debarment.

1. Contractor certifies that by entering this Agreement, neither it nor its “principals,” as defined at 49 CFR § 29.105(p), is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. If Contractor is unable to certify to the statements in this certification, Contractor shall attach an explanation hereto.

Name of Organization

Name and Title of Authorized Representative

Signature

Requirements for Inventions, Patents, and Copyrights

A. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to DYCD, and if this work is supported by a federal grant of funds, it shall be promptly and fully reported to the federal government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

B. No report, document, or other data produced in whole or in part with funds provided under this Agreement shall be copyrighted by Contractor, nor shall any notice of copyright be registered by Contractor in connection with any report, document, or other data developed for this Agreement.

C. If any copyrightable material is developed under, or in the course of performing this Agreement, DYCD shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

D. In no event shall paragraphs A, B, and C of this section be deemed to apply to any report, document, or other data, or any invention of Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Agreement.

Clean Air, Clean Water, Energy Policy and Conservation

1. COMPLIANCE WITH CLEAN AIR ACT

- A. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall report each violation to DYCD, and understands and agrees that DYCD will, in turn, report each violation as required to assure notification the USDOL and the appropriate EPA Regional office.
- B. Contractor shall include the requirements set forth in this section in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by USDOL.

2. COMPLIANCE WITH CLEAN WATER ACT

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to DYCD, and understands and agrees that DYCD will, in turn, report each violation as required to assure notification to the USDOL and the appropriate EPA Regional Office.
- B. Contractor shall include the requirements set forth in this section in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the USDOL.

3. COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

RIDER 2:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
NYC COMMON METRICS**

Metric	Definition
Clients Served	A count of unduplicated clients who have received value-added services – not including activities such as registration, enrollment, assessment or brief orientations (e.g., shorter than one hour) – that directly contribute to clients attaining an employment or educational outcome
Full-Time Hires	A count of unduplicated clients who are connected into unsubsidized full-time jobs that meet the following criteria: <input type="checkbox"/> After services are received, there is new employment <input type="checkbox"/> Pays the legal industry minimum wage <input type="checkbox"/> Employment is equal to at least 30 hours per week
Part-Time Hires	A count of unduplicated clients who are connected into unsubsidized part-time jobs that meet the following criteria: <input type="checkbox"/> After services are received, there is new employment <input type="checkbox"/> Pays the legal industry minimum wage <input type="checkbox"/> Employment is equal to at least 15 hours per week or the equivalent of 15 hours per week multiplied by the minimum legal industry hourly wage, but not equal to 30 hours per week or more
Median Wage	The median hourly wage for all hired with wage information within a given timeframe
Industry-Based Training Enrollments	A count of unduplicated clients who, within two quarters of completing a program or during a program, are enrolled in a non-degree/non-credit bearing education or training program that leads to a credential recognized by an industry or occupational certifying organization with the relevant authority or assumed competence to issue such a credential. These programs are mutually exclusive of academic-based education enrollments. Industry-based training enrollments can occur at academic institutions, such as CUNY schools, when in non-degree/non-credit bearing programs. Examples include: <input type="checkbox"/> Community-based organization provided training <input type="checkbox"/> Certified Medical Assistant training (non-credit) offered at various CUNY campuses <input type="checkbox"/> Customized training provided on-site at a business for incumbent workers.
	A count of unduplicated clients who, within two quarters of completing a program or during a program, are enrolled in an education or training program that leads to a degree recognized by an education institution with the relevant authority or assumed competence to issue such a credential.

<p>Academic-Based Education Enrollments</p> <p>Academic-Based Education Enrollments</p>	<p>Academic-based enrollments can be at the secondary (e.g., high school CTE program; High School Equivalency exam preparation program) or post-secondary level (e.g., enrollment in a credit-bearing degree program resulting in an Associate’s or Bachelor’s degree).</p> <p>These programs are mutually exclusive of industry-based education training enrollments. When an academic-based education program results in both an academic degree and preparation for an industry-recognized certification (e.g., Associate’s or Bachelor’s RN program), program enrollment should be reported as an academic-based education program.</p>
<p>Industry-Based Credential Attainment</p>	<p>A count of unduplicated clients who, within one year of completion or during program, obtain a credential recognized by an industry or occupational certifying organization with the relevant authority or assumed competence to issue such a credential.</p> <p>Report industry-recognized credentials obtained in conjunction with or in addition to academic degrees where relevant.</p>
<p>Academic Degree Attainment</p>	<p>A count of unduplicated clients who, within one year of completion or during the program, obtain a degree recognized by an educational institution with the relevant authority or assumed competence to issue such a credential.</p>
<p>Academic-Based Skill Gains</p>	<p>A count of unduplicated clients who do not obtain a new credential or degree but who demonstrate proof of skills acquisition based on educational standards.</p>
<p>Employer-Validated Training Completion</p>	<p>A count of unduplicated clients who do not obtain a new industry-recognized credential, but who complete employer-validated curriculum</p>
<p>Retention Rate</p>	<p>1) 6 Month/2nd Quarter Retention: A count of unduplicated clients who confirm they are employed 180 days after the initial placement. This count includes clients who switch jobs or lose employment but are re-engaged in employment within the 2nd quarter.</p> <p>2) 12 Month/4th Quarter Retention: A count of unduplicated clients who confirm they are employed 365 days after the initial placement. This count includes clients who switch jobs or lose employment but are re-engaged in employment within the 4th quarter.</p>

Job Continuity	<p>1) One-Year Job Continuity: Percent of clients employed four of the four quarters after the quarter in which the initial job placement occurred (“reference quarter”).</p> <p>2) Two Year Job Continuity: Percent of clients employed six, seven or eight of the eight quarters after the quarter in which the initial job placement occurred (“reference quarter”).</p>
Wage Growth (Pre- and Post-Program)	Percent wage growth from the sum of the wages in the 3rd and 4th quarters prior to participation in a training or education program to the sum of the wages of the 3rd and 4th quarters after the reference quarter.

RIDER 3



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.

EXHIBIT B
BUDGET

1. **Fiscal Year Start: 2022**
2. **Total Maximum Budget: \$385,740**

Description	Rate	FY22		FY23		FY22	FY23	Total
		Months	Alloc	Months	Alloc			
Development & Oversight of program at Hostos and with outside partners -Exec Dir	\$ 133,676	12.0	5%	12.0	2%	\$ 6,684	\$ 2,674	\$ 9,358
Allied Health Coordinator	\$ 88,099	12.0	5%	0.0	0%	\$ 4,405	\$ -	\$ 4,405
Coordinator	\$ 65,300	12.0	15%	6.0	8%	\$ 9,795	\$ 2,612	\$ 12,407
Case Manager	\$ 55,000	12.0	100%	12.0	60%	\$ 55,000	\$ 33,000	\$ 88,000
Social Worker	\$ 60,000	12.0	5%	12.0	2%	\$ 3,000	\$ 1,200	\$ 4,200
Career/Job Development Specialist	\$ 55,000	4.0	50%	4.0	50%	\$ 9,167	\$ 9,167	\$ 18,334
						\$ 88,051	\$ 48,653	\$ 136,704
Fringe	Rate							
Fringe @ 51% - Release Time	51.0%							\$ -
Fringe @ 38% (full-time)	38.0%					\$ 33,459	\$ 18,488	\$ 51,947
MTA Tax @ 0.34%	0.34%							\$ -
Subtotal						\$ 33,459	\$ 18,488	\$ 51,947
Personnel Total						\$ 121,510	\$ 67,141	\$ 188,651
II. OTPS	Value	Quantity						
Office Supplies						\$ 1,483	\$ 677	\$ 2,160
Advertising	\$ 1,500	4				\$ 6,000		\$ 6,000
Food during Vestibule/Intro	\$ 10	65				\$ 650		\$ 650
PCT Costs:								
Tuition	\$ 2,649	18				\$ 47,682		\$ 47,682
Uniforms / Shoes / Watches	\$ 180	18				\$ 3,240		\$ 3,240
Textbooks / Study Guides	\$ 454	18				\$ 8,172		\$ 8,172
Medical Supplies	\$ 100	18				\$ 1,800		\$ 1,800
Certification Exams (includes 45% retake)	\$ 506	18				\$ 13,207		\$ 13,207
CPR Instruction + Exam Fee	\$ 99	18				\$ 1,782		\$ 1,782
Test Prep / Review	\$ 50	60 Hours				\$ 3,000		\$ 3,000
MAA Costs:								
Tuition	\$ 1,600	18				\$ 28,800		\$ 28,800
Textbooks / Study Guides	\$ 374	18				\$ 6,732		\$ 6,732
Certification Exams (includes 45% retake)	\$ 117	18				\$ 3,054		\$ 3,054
CPR Instruction + Exam Fee	\$ 99	18				\$ 1,782		\$ 1,782
Test Prep / Review	\$ 50	60 Hours				\$ 3,000		\$ 3,000
OTPS Total						\$ 130,384	\$ 677	\$ 131,061
Total Costs before Indirect						\$ 251,894	\$ 67,818	\$ 319,712
Indirect - % of PS Only Costs		35.00%				\$ 42,529	\$ 23,499	\$ 66,028
Total Cost						\$ 294,423	\$ 91,317	\$ 385,740

EXHIBIT C
[To Be Used For Subcontracts that Exceed \$20,000]

NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT
CUNY SUBCONTRACTOR APPROVAL FORM

In connection with receiving New York City, New York State, or Federal funds through the New York City Department of Youth and Community Development (“Agency”), The City University of New York (“CUNY”) and/or CUNY Research Foundation (“RF”) intend to use the services of the vendor/consultant named below (“Subcontractor”) to assist CUNY in the performance of its obligations under its Interagency Agreement with Agency (“Agreement”). CUNY represents that its agreement with the Subcontractor will be in a form that complies with all material terms and conditions of the Agreement and will include any attachments or riders required by Agency and the source of funding. CUNY further represents that upon Agency’s approval of its proposed Subcontractor as evidenced by Agency signature below, CUNY or the RF will conduct all required reviews of the Subcontractor to ensure that the Subcontractor has the requisite responsibility and business integrity to receive public funding. **Agency** Approval is subject to CUNY and/or the RF’s compliance with all applicable procurement requirements with respect to selection and review of Subcontractor.

Name of Prime Contractor:

EIN:

Pin:

Name of Sub-Contractor:

EIN:

Sub-Contract Term:

Sub-Contract Amount:

\$

APPROVED BY

AGENCY PROGRAM UNIT

Program Manager:

(Print Name)

(Signature)

(Date)

Telephone:
