VULNERABLE YOUTH WORKING GROUP
MEMORANDUM OF UNDERSTANDING
-between-

THE CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES
-and-

THE CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT
-and-

THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION
-and-

THE CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES
-and-

THE CITY OF NEW YORK
DEPARTMENT OF PROBATION
-and-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

THIS MEMORANDUM OF UNDERSTANDING (the "MOU" or the "Agreement"), effective as of March 1, 2019, is made and entered into by and between the following: the New York City Administration for Children's Services ("ACS"), located at 150 William Street, New York, NY 10038; the New York City Center for Youth Employment ("CYE"), located at 253 Broadway, New York, NY 10038; the New York City Department of Education ("DOE"), located at 52 Chambers Street, New York, NY 10007, including its District 75 Office of Inclusive Education ("District 75"), located at 400 First Ave, 8th Floor, New York, NY 10010 and its Office of Community Schools – Students in Temporary Housing ("STH"), located at 52 Chambers Street, Suite 3M, New York, NY 10007; the New York City Department of Homeless Services ("DHS"), located at 33 Beaver Street, New York, New York 10004; the New York City Department of Probation ("DOP"), located at 33 Beaver Street, New York, New York 10004; and the New York City Department of Youth and Community Development ("DYCD"), located at 2 Lafayette Street, 21st Floor, New York, New York 10007 (each a "Party," and collectively, the "Parties").

WHEREAS, ACS protects and promotes the safety and well-being of New York City's youth and families by providing child welfare, juvenile justice, and early care and education services; and

WHEREAS, CYE expands and promotes opportunities for young adults in New York City to gain work experiences, add skills, and explore potential career interests to compete in the 21st century job market; and

WHEREAS, DOE manages the New York City public school system; and

WHEREAS, DOE District 75 provides citywide educational, vocational, and behavior support programs for students who have significant cognitive delays, emotional challenges, are on the autism spectrum and/or are multiply disabled; and

WHEREAS, the DOE STH provides resources citywide to families living in temporary housing so that students can access public education; and

WHEREAS, DHS aims to prevent homelessness, addresses street homelessness, provides safe temporary shelter, and connects New Yorkers experiencing homelessness to sustainable housing; and

WHEREAS, DOP helps build stronger and safer communities by working with and supervising people on probation, fostering positive change in their decision-making and behavior, and expanding opportunities for them to move out of the criminal and juvenile justice systems through meaningful education, employment, health services, family engagement and civic participation; and

WHEREAS, DYCD funds community-based organizations ("SYEP Contractors") to operate the Vulnerable Youth Service Option of SYEP ("VY Option") to provide Summer Youth Employment Program ("SYEP") programming for youth between the ages of fourteen (14) and twenty-four (24) who are identified as belonging to one of the following special populations: court-involved youth, youth in foster care, runaway and homeless youth, and youth in families who are receiving preventive services through ACS ("Vulnerable Youth"); and

WHEREAS, the Office of Mayor Bill de Blasio has committed to serving vulnerable youth through SYEP by establishing a Vulnerable Youth Working Group ("VY Working Group") that includes all Parties; and

WHEREAS, the Parties formed the VY Working Group on October 1, 2015, and have worked together collaboratively to facilitate operation of the VY Option; and

WHEREAS, the Parties wish to continue this collaboration, according to the terms set forth herein.

NOW, THEREFORE, the Parties agree as follows:

Article 1. TERM

The term of this Agreement is the period of March 1, 2019, through February 28, 2022, unless sooner terminated pursuant to the terms of this Agreement ("Term"). The Parties shall have the option to renew this agreement for one (1) additional three (3) year term, upon written agreement by all Parties.

Article 2. WITHDRAWAL

A. Any Party wishing to withdraw from this Agreement must submit a request in writing, to be considered by the Office of the Deputy Mayor for Strategic Policy Initiatives ("Deputy Mayor"), and such approval shall not be unreasonably withheld, conditioned or delayed.

B. In the event that a Party's request to withdraw is approved by the office of the Deputy Mayor, and the Party withdraws, the provisions of Article 12, 14, and 15 shall remain in effect.

Article 3. SCOPE OF PROJECT

A. GENERAL

The purpose of this Agreement is to provide a framework for the VY Working Group to collaborate on operation of the VY Option.

B. PROJECT DESCRIPTION

SYEP Contractors operate the VY Option of SYEP according to the Scope of Work attached hereto as Appendix A. The Parties in the VY Working Group have, and will continue to, assist SYEP Contractors with identification of youth eligible to apply for the VY Option of SYEP, as defined in Appendix A, and facilitate youth applications directly to appropriate SYEP Contractors.

All Parties will share resources, as identified by applicable Parties to be necessary or prudent, including but not limited to classroom/training space and teachers/training facilitators.

Article 4. SCOPE OF SERVICES – ACS

A. During the Term, ACS shall designate one point of contact, plus additional secondary points of contact, to provide the following services for the VY Option:

1. Attend regularly scheduled VY Working Group interagency meetings. Report back to ACS leadership on action items identified by the VY Working Group. Provide updates on progress and feedback from ACS agency staff and consultants/contractors, as necessary, to the VY Working Group.

2. Support enrollment for the VY Option through the following:

    a. Recruit appropriate eligible Participants, as defined in Appendix A, to enroll in the VY Option;
    b. Assist Participants in filling out applications and obtaining necessary enrollment documents;
    c. Schedule appointments and deliver complete Vulnerable Youth SYEP applications to SYEP Contractors;
    d. Ensure that the youth selected for the VY Option understand the goals and procedures of the program and their responsibilities as SYEP Participants;
    e. Track Participant applications that are referred to SYEP Contractors;
    f. Maintain current contact information for youth and their emergency contacts, such as case workers, foster parents, guardians or shelter directors, to help ensure youth attend the mandatory orientation and all employment hours;
    g. Maintain communication with SYEP Contractors to resolve challenges and provide support as needed; and
    h. Ensure that youth are prepared to start work by making reasonable efforts to address transportation barriers for vulnerable youth.

3. Assist SYEP Contractors in identifying appropriate worksites for Participants that may have additional barriers to employment, while also sharing resources to support enrolled youth.

B. ACS acknowledges that DYCD may wish to evaluate the VY Working Group collaboration. ACS agrees to cooperatively work with the Parties and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

Article 5. SCOPE OF SERVICES – CYE

A. During the term, CYE shall designate one point of contact, plus additional secondary points of contact, to provide the following services for the VY Option:

1. Schedule and co-facilitate with DYCD regularly scheduled VY Working Group interagency meetings;

2. Report back to DYCD and City Hall on action items identified by the VY Working Group;

3. Liaise with the Parties to ensure compliance with this Agreement, which may include working with City Hall and the Office of Management and Budget to identify support and resources requested by Parties;

4. Provide assistance in identifying appropriate worksites for Participants that may have additional barriers to employment, while also sharing resources to support enrolled youth; and

5. Take the lead on efforts to secure funding for consultants and/or contractors, who would to be assigned to agencies designated to assist with enrollment services outlined in this Agreement.

B. CYE acknowledges that DYCD may wish to evaluate the VY Working Group collaboration. CYE agrees to cooperatively work with the Parties and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

Article 6. SCOPE OF SERVICES – DOE

A. During the Term, DOE, including District 75 and STH, shall designate one point of contact, plus additional secondary points of contact, to provide the following services for the VY Option:

1. Attend regularly scheduled VY Working Group interagency meetings. Report back to DOE leadership on action items identified by VY Working Group. Provide updates on progress and feedback from DOE agency staff and consultants/contractors, as necessary, to VY Working Group.

2. Support enrollment for the VY Option through the following:

    a. Recruit appropriate eligible Participants to enroll in the VY Option;
    b. Assist Participants in filling out applications and obtaining necessary enrollment documents;
    c. Schedule appointments and deliver complete Vulnerable Youth SYEP applications to SYEP Contractors;
    d. Ensure that the youth selected for the VY Option understand the goals and procedures of the program and their responsibilities as SYEP Participants;
    e. Track Participant applications that are referred to SYEP Contractors;
    f. Maintain current contact information for youth and their emergency contacts, such as case workers, foster parents, guardians or shelter directors, to help ensure youth attend the mandatory orientation and all employment hours;
    g. Maintain communication with SYEP Contractors to resolve challenges and provide support as needed; and
    h. Ensure that youth are prepared to start work by making reasonable efforts to address transportation barriers for vulnerable youth.

3. Assist SYEP Contractors in identifying appropriate worksites for Participants that may have additional barriers to employment, while also sharing resources to support enrolled youth.

B. DOE and District 75 acknowledge that DYCD may wish to evaluate the VY Working Group collaboration. DOE and District 75 agree to cooperatively work with the Parties and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

Article 7. SCOPE OF SERVICES – DHS

A. During the Term, DHS shall designate one point of contact, plus additional secondary points of contact, to provide the following services for the VY Option:

1. Attend regularly scheduled VY Working Group interagency meetings. Report back to DHS leadership on action items identified by VY Working Group. Provide updates on progress and feedback from DHS agency staff and consultants/contractors, as necessary, to VY Working Group.

2. Provide support and oversight of consultants/contractors, funded indirectly through funding secured by CYE, who will support enrollment for the VY Option through the following:

    a. Recruit appropriate eligible Participants to enroll in the VY Option;
    b. Assist Participants in filling out applications and obtaining necessary enrollment documents;
    c. Schedule appointments and deliver complete Vulnerable Youth SYEP applications to SYEP Contractors;
    d. Ensure that the youth selected for the VY Option understand the goals and procedures of the program and their responsibilities as SYEP Participants;
    e. Track Participant applications that are referred to SYEP Contractors;
    f. Maintain current contact information for youth and their emergency contacts, such as case workers, foster parents, guardians or shelter directors, to help ensure youth attend the mandatory orientation and all employment hours;
    g. Maintain communication with SYEP Contractors to resolve challenges and provide support as needed; and
    h. Ensure that youth are prepared to start work by making reasonable efforts to address transportation barriers for vulnerable youth.

B. DHS acknowledges that DYCD may wish to evaluate the VY Working Group collaboration. DHS agrees to cooperatively work with the Parties and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

Article 8. SCOPE OF SERVICES – DOP

A. During the Term, DOP shall designate one point of contact, plus additional secondary points of contact, to provide the following services for the VY Option:

1. Attend regularly scheduled VY Working Group interagency meetings. Report back to DOP leadership on action items identified by the VY Working Group. Provide updates on progress and feedback from DOP agency staff and consultants/contractors, as necessary, to the VY Working Group.

2. Support enrollment for the VY Option through the following:

    a. Recruit appropriate eligible Participants to enroll in the VY Option;
    b. Assist Participants in filling out applications and obtaining necessary enrollment documents;
    c. Schedule appointments and deliver complete Vulnerable Youth SYEP applications to SYEP Contractors;
    d. Ensure that the youth selected for the VY Option understand the goals and procedures of the program and their responsibilities as SYEP Participants;
    e. Track Participant applications that are referred to SYEP Contractors;
    f. Maintain current contact information for youth and their emergency contacts, such as case workers, foster parents, guardians or shelter directors, to help ensure youth attend the mandatory orientation and all employment hours;
    g. Maintain communication with SYEP Contractors to resolve challenges and provide support as needed; and
    h. Ensure that youth are prepared to start work by making reasonable efforts to address transportation barriers for vulnerable youth.

3. Assist SYEP Contractors in identifying appropriate worksites for Participants that may have additional barriers to employment, while also sharing resources to support enrolled youth.

B. DOP acknowledges that DYCD may wish to evaluate the VY Working Group collaboration. DOP agrees to cooperatively work with the Parties and with the evaluator, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

Article 9. SCOPE OF SERVICES – DYCD

During the Term, DYCD shall, either directly or indirectly through SYEP Contractors, provide the following services for the VY Option:

A. Cause its SYEP Contractors to operate the VY Option. A copy of the Scope of Work agreed to by DYCD and its Contractors for the VY Option is appended hereto as Appendix A. As part of its oversight of the SYEP program, DYCD will provide ongoing support to VY Working Group agencies during all stages of the program, as needed, including but not limited to convening partner meetings, sustaining the relationship between partner and provider agencies, and resolving applicant and enrollment processing issues as they may arise.

B. Designate one point of contact, plus additional secondary points of contact, to attend regularly scheduled VY Working Group interagency meetings. DYCD shall report back to Contractors on action items identified by the VY Working Group. DYCD shall provide updates on progress and feedback from Contractors, as necessary, to the VY Working Group.

Article 10. TERMS OF PAYMENT

A. ACS shall be responsible for the costs of administering program services, as outlined above in Article 4.

B. CYE shall be responsible for the costs of administering program services, as outlined above in Article 5.

C. DOE and District 75 shall be responsible for the costs of administering program services, as outlined above in Article 6.

D. DHS shall be responsible for the costs of administering program services, as outlined above in Article 7.

E. DOP shall be responsible for the costs of administering program services, as outlined above in Article 8.

F. DYCD shall be responsible for the costs of administering program services, as outlined above in Article 9. DYCD shall also be responsible for the wages and stipends to be paid to Participants enrolled in the VY Option, as well as the payroll processing system fees, workers compensation, payroll tax expenses, and SYEP Contractor fees.

Article 11. NOTICES AND COMMUNICATION

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

For ACS:

Raymond Singleton
Assistant Commissioner
NYC Administration for Children's Services
150 William Street, 2nd Floor
New York, NY 10038
Raymond.singleton@acs.nyc.gov

For CYE:

Attn: Toya Williford
Executive Director, Mayor's Fund to Advance NYC
253 Broadway, 6th Floor
New York, NY 10007
twilliford@cityhall.nyc.gov

For DOE:

Attn: Chris Caruso
Executive Director, Office of Community Schools
NYC Department of Education
52 Chambers Street, Suite 3M
New York, NY 10007
CCaruso6@schools.nyc.gov

For DOE District 75:

Attn: Ketler Louissaint
Superintendent, District 75
NYC Department of Education
400 First Ave, 8th Floor
New York, NY 10010
Klouiss@schools.nyc.gov

For DOE STH:

Attn: Michael Hickey
Executive Director
Office of Community Schools – Students in Temporary Housing
New York City Department of Education
52 Chambers St, Suite 3M
New York NY 10007
Mhickey6@doe.nyc.gov

For DHS:

Attn: Karen Ford
Deputy Commissioner of Family Services
NYC Department of Homeless Services
33 Beaver Street, 16th Floor
New York, NY 10004
fordka@dhs.nyc.gov

For DOP:

New York City Department of Probation
Attn: Deldreana Peterkin
Director of Workforce Development
33 Beaver Street, 18th Floor
New York, NY 10004
dpeterkin@probation.nyc.gov

For DYCD:

Office of General Counsel
New York City Department of Youth and Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Caroline Press, General Counsel
CPress@dycd.nyc.gov

Article 12. RETENTION OF RECORDS

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

Article 13. COMPLIANCE WITH LAW

A. The Services rendered under this Agreement shall be performed in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations as are in effect at the time such services are rendered including, without limitation, the Civil Rights Act of 1964, as amended by Executive Order 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.

B. By entering into this Agreement, each Party, with the exception of DOE, affirms that its Agency Privacy Officer has reviewed this Agreement and determined that there is no intended collection or disclosure of identifying information among the Parties, as defined by Local Laws 245 and 247 of 2017. To the extent that identifying information is shared with SYEP Contractors, the Agency Privacy Officer of each Party has determined that such disclosures further the purpose and missions of his or her respective agency. Each Party, with the exception of DOE, further affirms that it will seek review and approval from the appropriate Agency Privacy Officer(s) for any routine collection or disclosure of identifying information among the Parties, and from the City Chief Privacy Officer for any non-routine collection or disclosure of identifying information, where necessary.

C. Pursuant to Local Law 40 of 2011, the Parties understand that this Agreement may be posted on NYC.gov within thirty (30) days of execution.

Article 14. CONFIDENTIALITY

Nothing in this MOU shall require or authorize the sharing of any confidential or identifying information obtained, learned, developed or filed regarding potential or actual SYEP applicants or Participants ("Confidential or Identifying Information") with the Parties of the VY Working Group. To the extent any such Confidential or Identifying information is shared with any Party/ies, the Party/ies shall hold such information confidential pursuant to the provisions of all applicable federal, state, and local laws and codes, and shall not disclose such information to any persons, organization, agency, or other entity except as authorized or required by applicable law, rule, or regulation promulgated by a governmental authority having jurisdiction.

Article 15. PUBLICATION

A. The Parties shall notify all the other Parties, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication, including reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, in any media of communication (prints, news, television, radio, Internet, etc.), regarding the VY Working Group at least two (2) business days prior to any statement to the press or at least seven (7) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. Such material for publication shall not be released without the approval of the other Parties, provided however that the review and response of the other Parties shall not be unreasonably withheld, conditioned, or delayed.

B. The Parties may not issue any statement or submit any material for publication that includes confidential or identifying information.

Article 16. MISCELLANEOUS

A. This Agreement may be modified upon mutual agreement of the Parties as set forth in writing signed by the Parties. It may not be modified orally.

B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU 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 MOU unenforceable.

C. This MOU contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

D. This MOU may be executed in any number of electronic counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name: June Farber
Title: Deputy Cir

11/4/2015
Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

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

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name: David Fischer
Title: Executive Director

11/19/19
Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

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

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name: Christopher Canino
Title: Sr. Exec. Director, OCS

6/03/2020

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name: Christopher Canino
Title: Sr. Exec. Director office of Community schools

Date 6/03/20

CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

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

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title: Superintendent

7/6/20

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION
OFFICE OF COMMUNITY SCHOOLS – STUDENTS IN TEMPORARY HOUSING

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES

Name:
Title:

Date

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

CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Name:
Title:

Date

CITY OF NEW YORK
CENTER FOR YOUTH EMPLOYMENT

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION

Name:
Title:

Date

DEPARTMENT OF EDUCATION
DISTRICT 75

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF HOMELESS SERVICES

Name: Vincent Pullo
Title: Agency Chief Contracting Officer

Date 10/4/19

CITY OF NEW YORK
DEPARTMENT OF PROBATION

Name:
Title:

Date

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline S. Press

Caroline Press
General Counsel

07/07/2020

Date

CITY OF NEW YORK
DEPARTMENT OF PROBATION

Shauna Weinberg

Name: Shauna Weinberg
Title: Associate General Counsel

October 16, 2019
Date

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

Date

Appendix A

Summer Youth Employment Program
Scope of Work
Special Initiatives, Option 1 – Vulnerable Youth

APPENDIX A
SUMMER YOUTH EMPLOYMENT PROGRAM
SCOPE OF WORK
SPECIAL INITIATIVES, OPTION 1 – VULNERABLE YOUTH

ARTICLE I – DEFINITIONS

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

1) "ADA" means the federal Americans with Disabilities Act.
2) "Agreement" means the Standard Human Services Agreement and all Riders and Appendices thereto.
3) "City" means New York City.
4) "DYCD" means the City Department of Youth and Community Development.
5) "DYCD Fiscal Manual" means the Fiscal Manual for Community Based Organizations, as amended or revised during the Term, as defined in the Agreement, published by DYCD.
6) "Enrollment Requirements" mean the minimum documentation required to be presented to Contractor in order to participate in SYEP, including valid Identification, Residency, and Working Documents, as defined herein, and, if aged seventeen (17) or younger, parental or guardian consent to participate in SYEP.
    a) "Identification Documents" means proof of identity and age, such as a birth certificate, NYS driver/non-driver license, social security card, valid U.S. passport, or alien registration card.
    b) "Residency Documents" means proof of New York City residency, such as a current utility bill or official mail from a federal, state, or city agency addressed to the Participant, or the Participant's parent or guardian if Participant is aged 17 or younger, Participant's official school transcript or a recent report card with address, a NYS driver/non-driver license, or a current lease.
    c) "Working Documents" means proof that the Participant is eligible to work, such as a birth certificate issued in the United States, a Social Security Card, or Employment Authorization Document issued by U.S. Citizenship and Immigration Services. Participants under age 18 must also provide age-appropriate New York State employment certificates. Male Participants aged eighteen (18) or older must also provide proof of Selective Service Registration. Working Documents are required only for Older Youth Participants given a Work Assignment.
7) "Participant" means a City resident who:
    a) meets the Enrollment Requirements of SYEP,

b) is enrolled in SYEP,

c) meets at least one of the following criteria:

i) Homeless or runaway youth;

ii) Justice-involved youth;

iii) Youth in or aging out of foster care; or

iv) Youth in families who are receiving preventive services through NYC's Administration for Children's Services ("ACS"); and

d) as of the first day of the Program Period, is either:

i) aged fourteen (14) through fifteen (15) ("Younger Youth Participant"),

ii) aged sixteen (16) through twenty-four (24) ("Older Youth Participant").

8) "Participant Enrollment Survey" or "PES" means the standardized assessment tool provided by DYCD to Contractor to be used to evaluate the specific interests, strengths, and needs of each Participant and to determine each Younger Youth Participant's Project Assignment and each Older Youth Participant's Work Assignment, as well as Supportive Services for all Participants. The PES consists of several forms, some of which are to be filled out by the Contractor and others by the Participant and the Participant's parent or guardian if aged 17 or younger.

9) "Private Sector" means for-profit or non-governmental entities, as well as large private, not-for-profit organizations such as hospitals and universities.

10) "Program Facility/ies" means the location/s from which Contractor administers the SYEP Program and provides Program Services as defined herein, including facilities used for Project-Based Learning Experience/s for Younger Youth, and excluding those Work Assignments designated to be provided at Worksites.

11) "Program Period" means a continuous six-week period, scheduled each summer by DYCD, during which Younger Youth participate in Project-Based Learning Experience/s and Older Youth participate in Work-Based Experience/s.

12) "Program Services" include, but are not limited to, the following services provided by the Contractor"

a) Participant outreach and recruitment;

b) Project-Based Learning Experiences development;

c) Worksite and Work-Based Experiences development;

d) Participant application, selection, and enrollment;

e) Participant Project-Based Learning/Work-Based Experiences matching and placement, including developing, implementing, and maintaining the PES for each Participant;

f) Work Readiness Training;

g) Supportive Services; and

h) Project-Based Learning/Work-Based Experiences.

13) "Project-Based Learning Experience/s" means time spent by Younger Youth Participants participating in project-based learning activities provided by Contractor.

14) "Project Assignment/s" means a project cohort in which a Younger Youth Participant shall be placed for their Project-Based Learning Experience, based on the Contractor's assessment of the Participants' age, skills, needs, and interests. Project Assignments shall be developed by the Contractor, and may be developed in conjunction with community partners.

15) "Project Staff" means staff of the Contractor or community partners assigned to administer and facilitate Project-Based Learning Experience/s and to supervise Participants.

16) "Staff" means all persons, whether paid or volunteer, engaged by Contractor or a subcontractor to provide Program Services pursuant to the Agreement.

17) "State" means New York State.

18) "Supportive Services" include, but are not limited to, health care, financial assistance, referral to drug and alcohol abuse counseling, individual and family counseling, special services and materials for individuals with disabilities, job coaches, child and dependent care, meals, temporary shelter, financial counseling, and other services considered by the Contractor to be necessary for participation in SYEP.

19) "SYEP" means Summer Youth Employment Program.

20) "SYEP Manual" means the DYCD Summer Youth Employment Program Policies and Procedures Manual, which describes DYCD's policy and procedural requirements for SYEP. The SYEP Manual will be updated and distributed by DYCD annually.

21) "Work Assignment/s" means a job at a Worksite in which an Older Youth Participant shall be placed for their Work-Based Experience, based on the Contractor's assessment of the participants' age, skills, needs, and interests. Work Assignments shall be developed by the Contractor in conjunction with the Worksite Sponsor.

22) "Work Readiness Training" means lectures, seminars, workshops, and other activities which are for the benefit of Participants, which will take place prior to the commencement of Project-Based Learning/Work-Based Experiences, and which will incorporate the required curriculum components that will be provided to Contractor by DYCD.

23) "Work-Based Experience/s" means time spent by Older Youth Participants performing work or receiving employment training.

24) "Worksite/s" means SYEP site/s, sponsored by government agencies, not-for-profit, and for-profit organizations ("Worksite Sponsor/s"), at which Work-Based Experiences for Older Youth take place.

25) "Youth with Disabilities" shall mean Participants who are identified and documented as being physically, cognitively, or emotionally impaired.

ARTICLE II – PROGRAM SERVICES

Contractor shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the Program Plan, Appendix C, the

SYEP Manual, and the Fiscal Manual, and the high standards of professional quality customary to Contractor's industry, subject to the conditions identified in the Special Initiatives SYEP Request for Proposals, Appendix E, as follows:

1) SYEP Goals.
   a) Contractor shall provide Program Services consistent with the goal of helping Participants achieve the following objectives:
      i) Develop social skills, including communication, critical thinking, decision-making and problem-solving skills, and self-management;
      ii) Learn work norms and culture;
      iii) Understand career pathways and decision points, including the linkages among educational attainment, relevant experience, demonstrable skills, and career advancement;
      iv) Build professional networks; and
      v) Learn to manage money (e.g., budgeting, opening a bank account).
   b) Contractor shall develop Project-Based Learning Experience/s for Younger Youth that:
      i) Closely match Participants' interests;
      ii) Provide enriching career exploration;
      iii) Emphasize foundational work-readiness;
      iv) Help foster youth leadership; and
      v) Develop social and emotional skills.
   c) Contractor shall develop Work-Based Experience/s for Older Youth that:
      i) Introduce Participants to the world of work and expose Participants to career pathways and opportunities;
      ii) Help build essential work-readiness skills; and
      iii) Orient Participants to educational pathways that support career and life goals.
2) Project-Based Learning Experience Development for Younger Youth.
   a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Project Assignments in which Participants may be placed to meet the required hours and the goals of the Project-Based Learning Experience.
   b) Contractor shall arrange for fifteen (15) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of ninety (90) hours over the Program Period.
   c) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.

d) Contractor should endeavor to develop Project-Based Learning Experience/s that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.

3) Work-Based Experience Development for Older Youth.

a) During the period late winter through early spring, and later as necessary, Contractor shall identify and develop a range of Work Assignments in which Participants may be placed to meet the required hours and the goals of the Work-Based Experience.

b) Contractor shall arrange for twenty-five (25) hours of Work-Based Experience for each Participant during each week of the Program Period, for a total of one hundred fifty (150) hours over the Program Period.

c) Contractor is strongly encouraged to develop Work Assignments in the Private Sector, with a goal of at least forty percent (40%).

d) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance, and complies with the permitted working hours for minors under the age of eighteen (18) set by the State Department of Labor.

e) Contractor should endeavor to develop Work-Based Experiences that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.

4) Participant Outreach and Recruitment.

a) During the period late winter through early spring, and before the SYEP applications deadline, which shall be set each year by DYCD, Contractor shall promote application availability and engage in recruitment activities that may include, but are not limited to, posts on social media, distribution of flyers, advertising in community newspapers, presenting programs at schools and to community groups, representing SYEP at job fairs and other community events, and coordinating with appropriate agencies.

b) Contractor shall accept referrals from:

i) DYCD's Runaway and Homeless Youth Program;

ii) Partner City agencies, including but not limited to:

(1) ACS;

(2) Department of Education (DOE) Transitional Housing;

(3) Department of Homeless Services (DHS); and

(4) Department of Probation (DOP); and

iii) Referral agencies contracted by partner City agencies, such as foster care agencies, shelters, agencies serving justice involved youth, District Attorneys' offices, and schools.

c) Contractor shall recruit a number of prospective Participants equal to or greater than the number of Participants Contractor is obligated to enroll.

d) Contractor is strongly encouraged to recruit prospective Youth with Disabilities.

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

5) Participant Application, Selection, and Enrollment.

a) During the period late winter through early spring, and later as necessary, Contractor shall encourage Participants to complete applications and shall assist Participants with their applications. Contractor shall maintain internet-connected computer stations at its Program Facility for youth to apply online using DYCD's online application system, where applicable. Contractor shall also distribute SYEP paper application forms, assist youth in completing their applications, and collect completed applications. All completed hard-copy applications submitted to the Contractor shall be entered by Contractor into the application management system designated by DYCD. Contractor shall accept application packets from referral agencies indicated in Section (4) above, and shall coordinate with referral agencies as necessary to assist Participants with enrollment.

b) Contractor shall enroll Participants in accordance with the procedures set forth in the SYEP Manual and the following:

i) Contractor shall notify Participants by email, phone call, and/or text message of the scheduled enrollment dates.

ii) Contractor shall verify that each prospective Participant has provided all documents necessary to meet Enrollment Requirements.

iii) Contractor shall take passport-sized photographs of all Participants for use in making SYEP photo identification cards.

iv) Contractor shall generate and distribute an SYEP photo identification card ("SYEP ID Card") to each Participant. DYCD shall provide the SYEP ID Card template to the Contractor.

v) Contractor shall ensure that a PES is completed for each Participant, using forms provided to Contractor by DYCD ("PES Forms"), and shall maintain PES Forms as a record. Contractor shall use the PES to assess each Participants' specific interests, strengths, and needs, and to determine the Participant's Project/Work Assignment and Supportive Services, where necessary.

c) Contractor shall enroll Participants in a timely manner. If Contractor is unable to enroll a Participant within a reasonable timeframe, as established by DYCD, Contractor shall

notify DYCD and the referral agency, if applicable, of its inability to enroll the Participant and a replacement Participant may be selected and enrolled by Contractor.

d) Contractor shall notify DYCD in the event that a Participant enrolled by Contractor withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by DYCD or referral agency, if applicable, in which case Contractor shall enroll the replacement Participant.

e) If Contractor enrolls a replacement Participant, Contractor will only be considered to have served a single Participant for purposes of Section 3.03 of the Standard Human Services Agreement and Appendix C, Program Plan.

f) Contractor shall not charge, impose, or request, nor allow any Worksite or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application, participation, or employment of any Participant.

6) Work Readiness Training.

a) During the period May through June, and later as necessary, Contractor shall provide Work Readiness Training for a minimum of four (4) hours for each Younger Youth Participant and a minimum of eight (8) hours for each Older Youth Participant. Contractor may provide Work Readiness Training in a single session or spread Work Readiness Training over two separate days.

b) Work Readiness Training must be provided before the Program Period, and Contractor shall ensure that Participants understand that completion of Work Readiness Training is a prerequisite to an offer of a Project/Work Assignment. Contractor shall not allow a Participant to begin a Project-Based Learning/Work-Based Experience until that Participant has completed Work Readiness Training.

c) Work Readiness Training shall be unpaid, meaning that Participants will not be compensated for attendance. Contractor shall ensure that Participants understand that they will receive no compensation for attending the session. Additionally, Contractor shall ensure that Work Readiness Training is entirely for the benefit of Participants and that Participants do not complete any employment related work or Project-Based Learning Experience/s during Work Readiness Training.

d) Contractor shall use the Work Readiness Training curriculum provided by DYCD or other DYCD-approved curriculum, and Contractor shall ensure that Work Readiness Training is age appropriate.

e) Contractor shall help youth build on foundational employability skills, such as:

i) Applied knowledge (e.g., written and verbal communication skills, critical thinking skills problem-solving, and effective use of technology);

ii) Interpersonal skills (e.g., teamwork and collaboration, conflict resolution, integrity, and sense of responsibility); and

iii) Workplace skills (e.g., time management, communication strategies, information, and media and technology skills).

f) Contractor is strongly encouraged to add additional career exploration activities, which would include, but need not be limited to, guest speakers from promising industries or careers, job shadowing, and field trips.

g) Work-Readiness training shall include an orientation, which shall take place close to the beginning of the Program Period. The orientation shall provide SYEP policies and procedures, and cover topics such as payment, opening bank accounts, direct deposit and payment card use, timekeeping, labor laws and rights for youth, dress code, attendance, and cell phone usage.

h) Contractor shall monitor, record in writing, verify, and report Participant attendance at Work Readiness Training.

i) DYCD may increase or decrease the required number of Work Readiness Training hours provided to each Participant during the Agreement term or in any renewal term.

7) Participant Matching and Placement.

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

b) Project Assignments

i) Project Assignments should be tailored to meet the developmental needs of youth and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills. Project-Based Learning Experience/s should reinforce those employability skills fostered during Work-Readiness Training.

ii) Project Assignments must meet DYCD's minimum standards for Project-Based Learning Experience/s, as outlined in the SYEP Manual.

iii) Younger Youth Participants will earn a stipend during the Program Period, up to a maximum of fifteen (15) hours per week for each week of the Program Period, for up to a total of ninety (90) hours over the Program Period.

iv) Project-Based Learning Experience/s must take place at Program Facility/ies.

v) All Participant Project Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Project Assignments

c) Work Assignments

i) Work Assignments should foster skills-building, including social and emotional skills and youth leadership skills, expose youth to promising career pathways, and advance participants' baseline understanding of the labor market.

ii) Contractor shall ensure that all Work Assignments comply with applicable laws and regulations, including but not limited to child labor laws, the ADA, New York State

School-Aged Child Care Regulations, and the New York State Department of Health Sanitary Code as it applies to children's camps.

iii) Contractor shall provide Participants with written job descriptions defining the tasks and standards for each of their Work Assignments, a copy of which shall be maintained as records in the Participant's file. When Work Assignments require specific proficiencies or competencies, Contractor shall ensure that Worksite Sponsors provide Participants with the training necessary to acquire such skills in a structured manner that logically relates such skill development to Participant's academic and personal development.

iv) Older Youth Participants will earn the State minimum wage for work performed during the Program Period, up to a maximum of twenty five (25) hours per week for each week of the Program Period, for up to a total of one hundred fifty (150) hours over the Program Period.

v) Work-Based Experience/s must take place at Worksites.

vi) All Participant Work Assignments will be subject to DYCD approval. The SYEP Manual will provide guidance on acceptable Work Assignments

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

a) During the period July through August, Contractor shall require Project Staff to prepare, maintain, verify, and report written sign-in sheets for each Participant, indicating all hours Participant participated in Project-Based Learning Experience/s, for each week of the Program Period in accordance with the standards set forth in the SYEP Manual.

b) Contractor shall solicit feedback on the value and appropriateness of Project Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Program Facitily/ies and each Participant's hours of participation, resolving conflicts between Participants and Project Staff, and, where necessary, replacement Project Assignments.

c) Contractor shall require Project Staff to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.

d) Contractor shall monitor, record, verify, and report Participants' attendance at the Project Assignment in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

e) DYCD may increase or decrease the required number of Project-Based Learning Experience hours provided to each Participant during the Agreement term or in any renewal term.

f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.

9) Work-Based Experience/s for Older Youth Participants.

a) During the period July through August, Contractor shall require each Worksite Sponsor to prepare, maintain, verify, and report written timesheets for each Participant, indicating all hours worked and breaks taken by the Participant at the Worksite, for each week of the Program Period in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

b) Contractor shall solicit feedback on the value and appropriateness of Work Assignments from each Participant throughout the Program Period. Contractor shall provide follow-up support to Participants throughout the Program Period. Such follow-up support shall include, but not be limited to, monitoring of both the Worksite and Participant work hours, resolving conflicts between Participants and Worksite Sponsor staff, and, where necessary, replacement Work Assignments.

c) Contractor shall require each Worksite to complete evaluations of each Participant two (2) times during the Program Period, using evaluation forms supplied by DYCD.

d) Contractor shall monitor, record, verify, and report Participants' hours worked in accordance with the standards set forth in Article III of this Scope of Work and the SYEP Manual.

e) DYCD may increase or decrease the required number of Work-Based Experience hours provided to each Participant during the Agreement term or in any renewal term.

f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP. Contractor shall not withhold a Participant's earnings in order to ensure that the Participant completes the survey.

10) Supportive Services.

a) Throughout the duration of the Program Services outlined above, Contractor shall provide Supportive Services as needed in accordance with Participants' PES, directly or through referral agreements with other community-based service providers and not-for-profit organizations.

b) Contractor shall meet with Participants at least once a week to provide mentoring, counseling, and educational support, and provide referrals for services.

c) All Supportive Services referral agreements between Contractor and other community-based service providers and not-for-profit organizations shall be in accordance with the terms of the Agreement between DYCD and Contractor.

d) Nothing contained in any such referral agreement shall impair the rights of DYCD under this Agreement.

e) Contractor shall not in any way be relieved of any responsibility under this Agreement by virtue of any referral or any such referral agreement.

f) Nothing contained in any such referral agreement, or in this Agreement, shall create any contractual relationship between DYCD and the entity with whom Contractor has entered into a referral agreement.

g) Contractor shall follow up with respect to each referral to ensure that services were received satisfactorily.

11) Community Partnerships.

a) Contractor shall secure community partnerships with external entity/ies that enhance Program Services, including with, but not limited to the following external entities:

i) Employers and organizations that would support work readiness, skill-development, and career awareness and exposure, including knowledge of career pathways connected to the City's priority sectors;

ii) Educational organizations that would enhance program activities (e.g., programs that teach about financial literacy, college access and post-secondary educational options);

iii) Organizations that would support Participants' connections to work or education after SYEP completion, including programs or services that would provide participants with career exposure and job opportunities, occupational training, or post-secondary education;

iv) Organizations that provide financial literacy and financial counseling and appropriate financial and banking products;

v) Organizations or entities that can further develop civic engagement and youth leadership opportunities;

vi) Organizations that can connect youth to mentors (e.g., NYC Service, NYC Mentoring Initiative);

vii) Other DYCD programs in their community that could provide additional enrichment or supportive services; and

viii) Organizations that could provide supportive services to Participants, (e.g., mental health, housing, health, food and nutrition, housing, substance abuse treatment, legal, childcare, financial resources).

b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

1) Contractor shall comply with all DYCD policies, administrative procedures, and reporting requirements as set forth herein, and in accordance with the SYEP Manual and DYCD Fiscal Manual.

2) Contractor shall engage in continuous quality improvement practices and shall cooperate with DYCD or a DYCD representative to administer any surveys or evaluation studies.

3) Resources.

a) Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services, including enhanced Supportive Services where warranted, and perform necessary administrative functions throughout the Term, including, but not limited to:

i) Program evaluation;

ii) Implementation of corrective action required by DYCD;

iii) Program monitoring;

iv) Program research and development, including the preparation of reports required by DYCD; and

v) Fiscal reporting, review, audit, and close-out of the Program.

b) Contractor shall ensure that appropriate Program Staff are trained to perform programmatic and fiscal monitoring and reporting in accordance with DYCD procedures and requirements, and utilize any software or other computer technology DYCD deems necessary to perform such monitoring and reporting. At a minimum, Contractor shall ensure that its Program Staff members have access to computers at the Program Facility, and with the following technological requirements:

i) An operating system comparable to Microsoft Windows 7 or greater;

ii) Microsoft Internet Explorer 10 or greater;

iii) A minimum connection speed of 1 MB per section (basic DSL);

iv) Up-to-date antivirus software;

v) A computer system that employs hierarchical password protection to define and restrict access to specified users; and

vi) Firewall software or hardware.

4) Program Facility/ies.

a) Contractor shall secure and maintain Program Facility/ies that is/are of appropriate size and design to:

i) Adequately accommodate Contractor's staff and ensure that all Participants receive Program Services within the required timelines during the Program Period; and

ii) Permit safe and effective delivery of Program Services, including but not limited to Participant Outreach, Recruitment, Application, Selection and Enrollment, Work Readiness Training, payment card distribution, Supportive Services, and SYEP administration.

b) Program Facility/ies must be accessible by public transportation.

c) Pursuant to the ADA, Program Facility/ies must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

d) Project Assignments for Younger Youth.

i) Contractor shall recruit, identify, and develop a sufficient number of Program Facility/ies and Project Assignments to provide structured Project-Based Learning Experience environments to all Participants. All Project Staff must be able to provide a planned, well-supervised experience for Participants. All Project Assignments must be approved by DYCD; Contractor shall enter information for every Project Assignment into the project management system designated by DYCD and submit the

Project Assignment for DYCD approval. Contractor may not place Participants at a Project Assignment without DYCD approval.

ii) Each Project Assignment shall maintain a Project Staff-to-Participant ratio no greater than 1:20, ample equipment and supplies, and a safe, hazard-free program environment. Each Project Assignment shall be no more than forty (40) Participants per cohort.

iii) Record Keeping. Contractor shall complete the following forms provided by DYCD:

(1) A written proposal for each Project-Based Learning Experience, which outlines the Project Staff's obligations and responsibilities related to the operation of the Project Assignment, as well as an acknowledgment of the SYEP terms and conditions; and

(2) A written agreement between the Contractor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Project-Based Learning Experience ("Participant Project Referral").

iv) Nothing contained in the project proposal or Participant Project Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Project Staff or the Participant.

v) Contractor shall submit copies of all project proposals to DYCD for prior approval, and retain the same on file at the Program Facility/ies for review by DYCD. Contractor shall retain all copies of Participant Project Referrals on file for review by DYCD.

vi) Contractor shall provide policy and procedures guidelines and in-service orientation to all Project Staff, and ensure that each implements and maintains appropriate policies and procedures specific to SYEP Participants. Such orientation for Project Staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

5) Worksite/s for Older Youth.

a) Worksite/s must be accessible by public transportation.

b) Pursuant to the ADA, Worksite/s must be accessible in accordance with the ADA Accessibility Guidelines for Buildings and Facilities or, with prior written approval by DYCD, appropriate alternative measures must be taken to make Program Services accessible to Youth with Disabilities.

c) Contractor shall recruit, identify, and develop a sufficient number of Worksites and Work Assignments to provide structured work environments to all Participants. All Worksite Sponsors must be able to provide a planned, well-supervised work experience for Participants. All Worksites must be approved by DYCD; Contractor shall enter information for every Worksite into the worksite management system designated by DYCD and submit the Worksite for DYCD approval. Contractor may not place Participants at a Worksite without DYCD approval.

d) Each Worksite shall maintain a Supervisor-to-Participant ratio no greater than 1:12, ample equipment and supplies, and a safe, hazard-free work environment.

e) Drug-Free Workplace. Contractor shall ensure that all Worksites comply with the Drug-Free Workplace Requirements outlined in Section 6.04(C) of the Agreement and the SYEP Manual. Contractor shall record in writing, verify, and report the Drug-Free Workplace Policy compliance of each Worksite on a form provided by DYCD ("Drug-Free Workplace Certificate") prior to commencing the Work-Based Experience thereat.

f) Record Keeping.

i) Contractor shall complete the following forms provided by DYCD:

(1) A written application from each Worksite Sponsor ("Worksite Application") for each Worksite, which outlines the Worksite Sponsor's obligations and responsibilities related to the operation of the Worksite, as well as an acknowledgment of the SYEP terms and conditions; and

(2) A written agreement between the Worksite Sponsor and each Participant assigned thereto that outlines the terms, conditions, obligations, and responsibilities of both parties for the duration of the Participant's Work Assignment ("Participant Worksite Referral").

ii) Nothing contained in either the Worksite Application or the Participant Worksite Referral shall impair DYCD's rights under this Agreement, relieve Contractor of any responsibility under the Agreement, or create any contractual relationship between DYCD and the Worksite Sponsor or Participant.

iii) Contractor shall submit copies of all Worksite Applications to DYCD for prior approval, and retain the same on file at the Program Facility/ies for review by DYCD. Contractor shall retain all copies of Participant Worksite Referrals on file for review by DYCD.

iv) Copies of all Worksite Applications and Participant Worksite Referrals shall be maintained on file at the Worksite/s.

g) Guidelines and Orientations.

i) Contractor shall provide policy and procedures guidelines and in-service orientation to each Worksite Sponsor, and ensure that each implements and maintains appropriate Worksite policies and procedures specific to the employment of SYEP Participants. Such orientation for Worksite Supervisors and relevant staff must include training in SYEP policies and procedures, as well as supervisory skills and techniques.

ii) In order to conduct orientations for all Worksite Sponsors, Contractor may choose a schedule that accommodates the needs of Worksite representatives, supervisors and staff, and may conduct joint trainings with other Worksite Sponsors.

h) Out of City Worksites. Contractor may secure and maintain Worksite/s at location/s outside the City only under the following circumstances and in accordance with the SYEP Manual:

i) Worksite/s must be located in New York State;

ii) Worksite/s must be located within one hundred (100) miles of DYCD's business address at 2 Lafayette Street, New York, NY 10007;

iii) Worksite/s must meet the same SYEP requirements as those located within the City; and

iv) Contractor shall arrange for safe, convenient, and free transportation to and from Worksite/s facilities outside the City for Participants at these locations.

i) Worksite Monitoring. Monitoring of Worksite by Contractor shall include the following:

i) Contractor shall visit each Worksite at least one (1) time before Participants begin working there, in order to ensure its suitability and readiness for SYEP.

ii) Contractor shall visit each Worksite at least one (1) time each week during the Program Period to ensure that Participants are working and that the Worksite complies with SYEP policies and procedures.

iii) Contractor shall submit a summary of each visit on the form provided by DYCD via the worksite management system designated by DYCD.

6) SYEP Participant Compensation.

a) Contractor shall ensure that the appropriate members of its staff are familiar with and trained in the Participant compensation procedures mandated by DYCD and/or the payment management system designated by DYCD ("Payment Management System"), in accordance with the SYEP Manual and the following:

i) Contractor shall require the appropriate members of its staff to attend training sessions on the payment management system and the procedures for ensuring Participants receive payment either through direct deposit or payment cards;

ii) Contractor shall cooperate with the payment provider designated by DYCD ("Payment Provider") and/or DYCD in resolving any payment issues during the Program Period; and

iii) Disputes between Contractor and the Payment Provider shall be resolved in accordance with DYCD policies and procedures.

b) On a weekly basis during Program Services, and in compliance with the procedures, schedules, and deadlines established by DYCD, Contractor shall enter the total number of hours of participation in Project-Based Learning Experience/s by each Younger Youth Participant and hours worked by each Older Youth Participant into the Payment Management System, based on Participants' weekly sign-in sheets/timesheets that have been independently verified by appropriate Contractor staff, in accordance with the following:

i) For Younger Youth, each completed weekly sign-in sheet must reflect the actual hours of the named Participant and must bear signatures of the following:

(1) the named Participant;

(2) Project Staff assigned to supervise and verify the hours of participation by the Participant; and

(3) a Contractor staff member assigned to verify the Project Staff member's attestation of the hours of participation by the Participant.

ii) For Older Youth, each completed weekly timesheet must reflect the actual hours worked by the named Participant and must bear signatures of the following:

(1) the named Participant;

(2) a representative of the Worksite Sponsor assigned to supervise and verify the hours actually worked by the Participant; and

(3) a representative of the Contractor assigned to work with the Worksite Sponsor to verify the Worksite Sponsor's attestation of the hours worked.

c) Contractor shall regularly monitor for evidence of fraudulent sign-in sheets/timesheets. In the event that Contractor suspects sign-in sheets/timesheets to be fraudulent, Contractor must reach out to the Participant or Project Staff/Worksite Sponsor, as appropriate, to attempt to verify the hours. Disputes about sign-in sheets/timesheets shall be resolved in accordance with DYCD policies and procedures.

d) Enrollment in Direct Deposit. Contractor shall coordinate with DYCD and/or the Payment Management System to encourage Participants to enroll in direct deposit. Contractor shall foster community partnerships with banks and credit unions to provide educational workshops to Participants on financial literacy and opening a bank account.

e) Payment Cards. If, after being counseled by Provider on the option to enroll in direct deposit, Participants choose to receive a payment card, Contractor shall be responsible for distributing payment cards to each Participant. Contractor shall be liable for any loss, damage, theft, or misuse of such payment cards from the time Contractor receives their delivery to the time Contractor successfully distributes the same to the Participants. Distribution of such payment cards shall be deemed successful when the same are actually received, and signed for, by the Participants. Contractor shall maintain a log of payment cards that have been distributed to Participants, which must be produced to DYCD upon request.

f) Contractor shall verify the payment for each pay cycle of the Program Period against the payment reports for the respective pay cycle and shall resolve discrepancies with the Payment Provider.

g) After the end of the Program Period, the Payment Provider will send an earnings statement directly to Participants. Contractor shall be responsible for responding to inquiries regarding the earnings statements, and for notifying DYCD of any disputes that cannot be resolved.

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

7) Record Keeping and Reporting.

a) Contractor shall submit all required fiscal and program reports to DYCD in accordance with DYCD procedures set forth herein and in the SYEP Manual.

b) Contractor shall respond, without undue delay, to all requests for Program-related, Facility-related, and/or Worksite-related data from DYCD.

c) Contractor shall accurately, completely, and timely transmit electronic data and reports through the program management system designated by DYCD.

d) Contractor shall keep, maintain, and submit appropriate financial records in compliance with Generally Accepted Accounting Principles and the DYCD Fiscal Manual.

e) Contractor shall make, complete, and maintain program records and written reports as required by DYCD, including, but not limited to, the following:

   i) Records of fiscal, program, or statistical information in the forms as indicated by DYCD herein and in the DYCD Fiscal and SYEP Manuals;

   ii) All required closeout documentation, including annual equipment inventory reports, which must be complete at a date to be determined by DYCD;

   iii) Participant application and enrollment documents, including, but not limited to, Identification Documents and Residency Documents, as well as Working Documents for Older Youth;

   iv) Completed PES Forms, signed and acknowledged by each Participant or the Participant's parent or guardian if Participant is aged 17 or younger;

   v) Participant Project/Worksite Referrals;

   vi) Worksite Applications;

   vii) Original weekly Participant timesheets that have been verified by Contractor and accurately reflect Participant hours spent in Project-Based Learning/Work-Based Experience;

   viii) Evaluations for each Participant on forms provided by DYCD to Contractor as follows;

      (1) For Younger Youth Participants:

         (a) Contractor shall distribute the Participant Evaluation forms to Project Staff.

         (b) Contractor shall require Project Staff to complete two (2) evaluations for each Participant:

            (i) The first evaluation shall be completed at the end of the third week of the Program Period; and

            (ii) The second evaluation shall be completed during the final week of the Program Period.

         (c) Contractor shall collect completed evaluation forms for each Participant from Project Staff.

      (2) For Older Youth Participants:

(a) Contractor shall distribute the Participant Evaluation forms to each Worksite Sponsor.

(b) Contractor shall require each Worksite Sponsor to complete two (2) evaluations for each Participant:

(i) The first evaluation shall be completed at the end of the third week of the Program Period; and

(ii) The second evaluation shall be completed during the final week of the Program Period.

(c) Contractor shall collect completed evaluation forms for each Participant from each Worksite Sponsor.

8) Incident Reporting.

a) Contractor shall notify DYCD of any incident of abuse by any of the Contractor's administrators or Staff, both paid and volunteer. The term "abuse" here refers to any physical, sexual, emotional, or verbal abuse, actual or suspected incidents of child abuse, or any other maltreatment of a recipient of Program Services. This notification must be made by telephone to DYCD as soon as possible, but no later than twenty-four (24) hours after discovery of the above, followed by a written report submitted through the DYCD Evaluation and Monitoring System ("DYCD Connect") within three (3) days of such incident. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

b) Contractor shall notify DYCD of any incident involving injury, abuse, endangerment, illness, illegal behavior or property destruction, related to or stemming from Contractor's activities and obligations under the Agreement. Injuries or incidents involving the police, fire department or an ambulance must be reported to DYCD by telephone as soon as possible, but no later than twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident. All other incidents shall be reported to DYCD within twenty-four (24) hours after the incident occurred, followed by a written report submitted through DYCD Connect within three (3) days of such incident.

c) If Contractor is enrolled in the Central Insurance Plan ("CIP"), then, in addition to the above, Contractor shall also adhere to Section 8.03 of the Agreement.

9) Meetings and Trainings. Contractor shall attend all orientation, training sessions, and regularly scheduled meetings required by DYCD. Contractor shall ensure that staff required to attend by DYCD and/or whose role is relevant to the subject area are in attendance for the duration of the orientation, training session, or meeting. DYCD reserves the right to monitor attendance and consider attendance as a factor in performance reviews.

10) Marketing and Materials.

a) Co-Branding/Marketing.

i) Contractor shall conduct SYEP marketing and outreach in accordance with this Scope of Work and DYCD's "Co-Branding/Marketing Guidelines," which are posted on DYCD Connect, in order to promote and publicize SYEP. The guidelines include, but are not limited to, the following requirements:

(1) To include DYCD's logo and the "Summer Youth Employment Program" or "SYEP" language in all Program-related signage, publications, print materials, communications, and advertisements.

(2) To post a 311 sign in its Program Facility/ies naming "New York City Department of Youth and Community Development" or "DYCD" as the agency that funds the program services, and lists the City's hotline for government information and non-emergency services. The Contractor may also include its own name and/or logo in such materials.

(3) To co-brand DYCD in all posts shared on social media. Co-branding is defined as tagging @NYCYouth and, where space allows, using the hashtags #WorkforceConnect, #DYCD, and/or #NYCSYEP.

(4) To cooperate with DYCD's marketing and outreach efforts to promote and publicize DYCD-funded services.

ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for SYEP.

b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with SYEP shall be subject to the approval of DYCD, which shall not be unreasonably withheld, conditioned, or delayed.

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

ARTICLE IV – STAFFING REQUIREMENTS

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

a) A Program Director (full-time for 12 months) with a Bachelor's degree or higher, in addition to three (3) years of related experience, including experience supervising or managing youth employment programs. The Program Director shall have overall responsibility for effective delivery of Program Services and all administrative tasks, including reporting to DYCD.

b) A Job Developer (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of two (2) years of related experience which may include, but need not be limited to, developing worksites, providing career coaching and counseling, and working in the field of youth workforce development. The Job Developer shall have

responsibility for identifying and coordinating development of Worksite Assignments, as outlined in the SYEP Manual.

c) An Education Coordinator (full-time or part-time for six (6) months) with some college or higher, in addition to a minimum of three (3) years of related experience working in the field of youth development or youth workforce development and developing project-based experiences. The Education Coordinator shall provide support on creating content for Work Readiness Training and fostering continuous quality improvement through data-informed decision-making and effective supervision and professional development.

d) A Counselor or Social Worker (full-time or part-time for a minimum of six (6) months) with one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); Credentialed Alcoholism and Substance Abuse Counselor (CASAC); Licensed Mental Health Counselor (LMHC); or a New York State-certified school counselor. The Counselor or Social Worker shall conduct assessments, provide counseling when needed, and provide supportive referrals to help youth complete SYEP and successfully transition to work or educational opportunities.

e) Seasonal staff able to support the SYEP program and willing to travel to Program Facility/ies and Worksites via public transportation.

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

a) Contractor shall screen the backgrounds of all prospective staff members before hiring or retaining the same, and shall require that all Worksite Sponsors screen the backgrounds of all of their prospective SYEP staff members, whether paid or unpaid, before hiring or retaining such prospective SYEP staff members, as follows:

i) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Section 6.04 of the Agreement, Recruitment and Hiring of Staff; and applicable law and regulations, and with particular concern regarding the following offenses:

(1) sexual misconduct, especially involving minors;

(2) violent or assaultive behavior directed against persons or property which caused serious injury or damage;

(3) theft of public property;

(4) bribe receiving or offering;

(5) possession or use of lethal weapons of any kind; and

(6) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of Participants or other personnel.

ii) Employment history, including verification of same through direct contact by the Contractor with former employers;

iii) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;

iv) Military service, including, where appropriate, verification of discharge status; and

v) Any other relevant information related to character, conduct, or background.

b) Before hiring or retaining any prospective Staff member with a criminal conviction history, Contractor shall provide written notification to DYCD of such person's criminal conviction history and, if Contractor determines to move forward with employing the prospective Staff person and if requested by DYCD, share with DYCD Contractor's rationale for moving forward with employment.

c) Contractor shall retain records evidencing background checks for all Staff on file and shall produce such records to DYCD upon request.

d) Contractor shall require its Staff members, including Project Staff ("Contractor Staff"), and Worksite Supervisors to report any arrest or criminal conviction to Contractor as soon as possible.

i) Upon receiving notice of any criminal conviction of a Contractor Staff member or Worksite Supervisor, the Contractor shall inform DYCD as soon as possible, but no later than twenty-four (24) hours after receipt of such notice.

ii) Upon receiving notice of any arrest of a Contractor Staff member or Worksite Supervisor, Contractor shall assess whether:

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

(2) the Worksite Supervisor's presence at the Worksite poses a threat to Participants, before allowing Participants to return to the Worksite. If it is determined that the presence of such Worksite Supervisor at the Worksite poses a threat to Participants, Contractor will be required to re-assign Participants to an alternative Worksite pending resolution of the criminal matter.

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

3) Fingerprinting. Contractor shall ensure that all Staff, including volunteers and co-located staff and volunteers, except youth seventeen (17) or younger and still attending school, with the potential for regular and substantial contact with Participants under the age of eighteen (18), undergo background checks, including but not limited to fingerprinting, state and federal criminal history check and review in accordance with applicable law, child abuse and person with special needs registry check and sex offender registry check. Further, Contractor

shall fingerprint all program staff members in programs serving youth under the age of eighteen (18) if directed to do so by DYCD.

4) Personnel Manual. Contractor shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement of receipt of the same, to be kept in the individual's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.

5) Staff Training in DYCD's Program Approach.

   a) Promote the Positive Framework. Contractor shall train Staff in a strengths-based framework emphasizing Positive Youth Development (PYD), Social and Emotional Learning (SEL), and Youth Leadership principles and practices to help guide programs to achieve positive outcomes for youth, families and communities. A comprehensive guide to this framework is available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth_Leadership_Development_Framework.pdf.

   b) DYCD's Circles of Support. Contractor shall train Staff to embody the principles and vision underpinning the Circles of Support family engagement framework, available at: https://www1.nyc.gov/assets/dycd/downloads/pdf/16-5268b_v12SONYC_FamilyEngagement_Brief03739.001.02_FNL.pdf.

   c) Safe, Welcoming, and Inclusive Environment. Contractor shall train Staff to ensure a safe and welcoming environment for all, regardless of age, culture, or background.

      i) Contractor shall have protocols for Staff behavior and effective training and supervision to ensure the environment is friendly and supportive and everyone is treated with dignity and respect, starting from the very first encounter with Staff.

      ii) Contractor shall ensure youth from all backgrounds, including Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ) youth are treated with respect and feel welcomed and supported throughout their participation in Program Services. DYCD has developed guidelines for providing safe, affirming and respectful programs and services for LGBTQ youth, available at: http://www1.nyc.gov/assets/dycd/downloads/pdf/2017_DYCD_LGBTQ_Guidance_FINAL5.15.17.pdf.

6) Staffing Levels.

   a) Contractor shall ensure that its staffing level remains sufficient to administer SYEP and provide Program Services throughout the Term and any renewal term.

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

ARTICLE V – MISCELLANEOUS

1) Headings. Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Scope of Work.

2) Notice. In addition to the Notice requirements established in this Agreement, Contractor shall ensure that e-mail addresses are established for both the Program Director and Executive Director.

3) Subcontracts. Notwithstanding any provision in Section 3.02 of Appendix A of this Agreement, Contractor shall ensure that no more than forty percent (40%) of the total amount of this Agreement is subcontracted.

4) Purchase Goals. Contractor shall use best efforts to utilize businesses and individual proprietors listed on the New York City Online Directory of Certified MWBE Businesses as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.