MEMORANDUM OF UNDERSTANDING

-between-

NEW YORK CITY HOUSING AUTHORITY

-and-

THE CITY OF NEW YORK

Acting by and Through

DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

FOR

SUMMER YOUTH EMPLOYMENT PROGRAM FOR NYCHA/MAP

THIS MEMORANDUM OF UNDERSTANDING (the "**MOU**"), effective as of March 11, 2025, is made and entered into by the following: the New York City Housing Authority ("**NYCHA**"), located at 90 Church Street, 10th Floor, New York, New York 10007; and the City of New York, acting by and through 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**").

R E C I T A L S

WHEREAS, NYCHA is the largest public housing authority in North America and has approximately 316 developments throughout New York City and approximately 392,259 authorized occupants; and

WHEREAS, in July 2014, Mayor Bill de Blasio launched the Mayor's Action Plan for Neighborhood Safety to reduce violence and make neighborhoods safer in and around fifteen (15) designated NYCHA developments that have some of the highest crime rates in NYC (the "**NYCHA MAP**"); and

WHEREAS, DYCD operates the Summer Youth Employment Program ("**SYEP**") to provide SYEP programming for youth between the ages of fourteen and twenty-four (24), and provides targeted SYEP programming for residents living in the designated NYCHA MAP developments ("**SYEP for NYCHA MAP**") and certain designated non-MAP NYCHA developments ("**SYEP for NYCHA**"); and

WHEREAS, the Parties agreed to collaborate and work with community-based organizations funded and contracted by DYCD ("**SYEP Contractors**" or "**Contractors**") to support the SYEP for NYCHA MAP and SYEP for NYCHA programs (collectively, "**SYEP for NYCHA/MAP**") pursuant to a memorandum of understanding during the period of February 3, 2020 through March 10, 2022, which was subsequently renewed for the period of March 11, 2022 through March 10, 2025; and

WHEREAS, the Parties wish to continue to collaborate with one another to support the SYEP for NYCHA/MAP programs;

NOW, THEREFORE, the Parties agree as follows:

Article 1. TERM AND ORDER OF PRECEDENCE

The term of this MOU is the period from March 11, 2025, through March 10, 2028 (the "**Term**"), unless sooner terminated pursuant to the terms of this MOU.

In the event of any conflict in language between the Articles contained in the body of this MOU and the annexed appendices or the references in the appendices, the body of this MOU shall take precedence. Additionally, the definitions in the annexed appendices or in the references in the appendices shall not apply to the body of this MOU.

Article 2. TERMINATION

Each Party shall have the right to terminate this MOU, in whole or in part, upon thirty (30) days prior written notice to the other Party, or immediately for cause. If this MOU is terminated, the provisions of Article 8, Retention or Records, shall remain in effect along with all other articles that state they shall survive

Article 3. SCOPE OF PROJECT

A. GENERAL

The purpose of this MOU is to provide a framework for the Parties to collaborate on operation of SYEP for NYCHA/MAP, as defined herein.

B. PROJECT DESCRIPTION

The SYEP Program, operated by DYCD's SYEP Contractors, provides subsidized jobs and work readiness training to thousands of youth for six (6) weeks each summer, according to the Scope of Work, attached hereto as **Appendix A**.

The Parties agree to collaborate on these initiatives, with NYCHA acting as a referral source. In the event DYCD wishes to amend the list of NYCHA non-MAP developments, DYCD shall be required to (a) provide NYCHA with written notice of any proposed changes it wishes to make, and (b) collaborate with and accept NYCHA's decisions with respect to any proposed change(s). Any and all updated finalized lists of NYCHA non-MAP developments shall be memorialized in an amendment to the relevant portion of **Appendix B** to this MOU.

Article 4. SCOPE OF SERVICES – NYCHA

A. During the Term, NYCHA shall, either directly or indirectly through funded contractors, provide the following:

1. For SYEP for NYCHA: Designate one point of contact, plus additional secondary points of contact, for the duration of the Term. Such contacts may be updated by NYCHA from time-to-time during the Term upon notice to DYCD.

2. Support SYEP for NYCHA MAP through the following:

    a. Maintain communication with SYEP Contractors.

    b. Collaborate with SYEP Contractors on targeted outreach and recruitment of eligible applicants, including but not limited to:

        i. Coordinate no-cost or low-cost outreach targeting families with youth between the ages of fourteen (14) and twenty-four (24) living in designated NYCHA developments, which may include:

            a) Social media outreach across multiple channels;
            b) Email marketing;
            c) Promoting the SYEP application on NYCHA kiosks in NYCHA Property Management Offices and Customer Contact Centers;
            d) Coordinate the delivery of SYEP flyers to respective Property Management offices; and

e) Coordinating robocalls once at the start of the recruitment period and once towards the end of the recruitment period to the targeted population.

ii. Utilize NYCHA's Digital Van, if available, to provide computer and internet access for residents to complete the SYEP application.

c. On an ongoing basis, make reasonable efforts to connect SYEP Contractors with third party entities not under a DYCD Cornerstone contract, occupying NYCHA community space(s) that SYEP Contractors wish to utilize to host and/or support the following SYEP Activities:
   i. Application submission;
   ii. Enrollment of Participants; and
   iii. Project-Based Learning Experiences for Younger Youth.

3. NYCHA shall internally promote the SYEP worksite application to its various departments. However, NYCHA shall not be obligated to participate as a worksite in SYEP. If a NYCHA department elects to become an SYEP worksite, NYCHA shall comply with all SYEP worksite requirements; and DYCD shall ensure SYEP Contractors (a) shall coordinate all aspects of SYEP at that worksite with the NYCHA supervisor of the participating department, and (b) shall not seek or require NYCHA's Resident Economic Empowerment & Sustainability department staff to attend worksite visits or otherwise communicate regarding the specifics of SYEP at this worksite.

B. NYCHA acknowledges that DYCD may wish to evaluate this collaboration. NYCHA agrees to cooperatively work with DYCD and with the evaluator, to the extent possible, toward any agreement, including any data sharing agreement, needed to conduct such evaluation.

C. NYCHA shall not be responsible for delivering SYEP services.

Article 5. SCOPE OF SERVICES – DYCD

During the Term, DYCD shall provide the following:

A. Cause SYEP Contractors to operate the SYEP NYCHA/MAP programs, pursuant to the Scope of Work agreed to by DYCD and its Contractors for SYEP for NYCHA/MAP, attached hereto as **Appendix A**.

B. Arrange for SYEP Contractors to access the housing developments set forth in **Appendix B** at arranged times and dates through the NYCHA Contact Person as defined in Article 7 below or her designee to perform the following outreach activities for the SYEP Program:

1. Tabling in the lobby of NYCHA buildings with a maximum of two (2) persons in such lobby;
2. Passing out flyers on the outside grounds of the Premises;
3. Posting Flyers on bulletin boards in the lobbies of buildings; and
4. Coordinate with the Cornerstone community-based organizations that operate at the Premises in order for the SYEP Contractors to perform resident outreach.

C. Designate one point of contact, plus additional secondary points of contact, to engage regularly with designated NYCHA staff. The designated DYCD point of contact shall:

1. Provide updates to NYCHA on progress and feedback from DYCD staff and SYEP Contractors;

2. Coordinate meetings and other means of communication between NYCHA staff and MOCJ MAP staff, as necessary and/or appropriate;

3. Provide input and assistance to NYCHA as needs arise regarding coordination of space in NYCHA facilities, outreach to residents, recruitment, and enrollment;

4. Coordinate with DYCD's Cornerstone programs staff to identify space within community centers for SYEP program services to take place;

5. Ensure all individuals and entities performing the SYEP services and outreach activities on NYCHA property, including but not limited to the SYEP Contractors, comply with all NYCHA security and indemnity and insurance requirements to permit onsite recruitment and SYEP services and outreach activities as outlined in Paragraph 4A(d), as no SYEP Contractor shall be permitted to enter upon or perform any services on NYCHA's property in connection with this MOU without (i) written DYCD approval and (i) proper and advance notice to NYCHA Contact Person.

6. Provide NYCHA Contact Person with at least thirty days (30) notice prior to the launch of SYEP participant and worksite applications, including informing NYCHA Contact Person of any SYEP for NYCHA Contractor changes, changes to target developments under SYEP for NYCHA or changes to SYEP participant or worksite

application deadlines. NYCHA shall be permitted to terminate this MOU for cause if the foregoing notice and information is not provided.

Article 6. TERMS OF PAYMENT

A. NYCHA shall be responsible for the costs of NYCHA's actions listed above in Article 4.

B. DYCD shall be responsible for the costs of administering SYEP program services, as outlined above in Article 5, which includes the costs of wages and stipends to be paid to participants enrolled in SYEP for NYCHA/MAP, payroll processing system fees, workers compensation, payroll tax expenses, and SYEP Contractor fees.

C. There shall be no exchange of funds between the Parties in connection with this MOU.

Article 7. NOTICES AND COMMUNICATION

Except for routine correspondence between the Parties which may be exchanged via email, all notices under this MOU shall be delivered via 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 NYCHA:

TO: New York City Housing Authority
Resident Economic Empowerment & Sustainability
787 Atlantic Avenue, 2nd Floor
Brooklyn, NY 11238
Attn: Michelle Raymie, Senior Director ("NYCHA Contact Person")
Michelle.Raymie@nycha.nyc.gov

CC: New York City Housing Authority
Law Department
90 Church Street, 11th Floor
New York, NY 10007
Attn: Deputy General Counsel, Contracts Division

For DYCD:
New York City Department of Youth and Community Development
Office of General Counsel

2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Acting General Counsel
sfriedman@dycd.nyc.gov

Article 8. RETENTION OF RECORDS

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

Article 9. COMPLIANCE WITH LAW

A. The services rendered under this MOU 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 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.

B. By entering into this MOU, DYCD affirms that its Agency Privacy Officer has reviewed this MOU and determined that there is no intended collection or disclosure of identifying information, as defined by Local Laws 245 and 247 of 2017. DYCD further affirms that it will seek review and approval from the Agency Privacy Officer for any routine collection or disclosure of identifying information, 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 MOU may be posted on NYC.gov within thirty (30) days of execution.

Article 10. 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 other Party. 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 11. PUBLICATION

A. Each Party shall notify the other Party in advance, at any time either during or after completion or termination of this MOU, 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 MOU, in any media of communication (prints, news, television, radio, Internet, etc.), regarding the SYEP for NYCHA/MAP collaboration 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 other Party's approval, provided however that either Party's review and response shall not be unreasonably withheld, conditioned, or delayed.

B. Any materials produced by NYCHA for publication pursuant to this MOU, as described in Article 11, Section A, must comply with DYCD marketing and co-branding requirements, as set forth in Appendix A.

C. The Parties may not issue any statement or submit any material for publication that includes Confidential or Identifying Information.

Article 12. INDEMNIFICATION

A. DYCD agrees to defend, indemnify, and hold harmless NYCHA, including but not limited to its members, officers, employees, and agents, from and against all liabilities, claims, losses, damages, costs, fees, and expenses arising from or related to the operation of services set forth in Articles 4 and 5 of this MOU by DYCD officials, employees, and agents, including the SYEP Contractors, to the extent resulting from any grossly negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with applicable law. This section shall survive any expiration or termination of this MOU.

B. NYCHA agrees to defend, indemnify, and hold harmless DYCD, including but not limited to its officials and employees, from and against all liabilities, claims, losses, damages, costs, fees, and expenses arising from or related to the operation of the SYEP by NYCHA members, officers, employees, and agents to the extent resulting from any grossly negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with applicable law.

Article 13. MISCELLANEOUS

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

B. This MOU is legally binding and may be enforced by either Party. 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 two (2) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same MOU. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Paty executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

NEW YORK CITY HOUSING AUTHORITY	**NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**
Kathleen Corradi	
Kathleen Corradi Senior Vice President, Resident Services Partnerships & Initiatives	Sarah Friedman Acting General Counsel
5/27/2026	7/15/26
Date	Date

APPENDIX A

SUMMER YOUTH EMPLOYMENT PROGRAM

SCOPE OF WORK

SPECIAL INITIATIVES SYEP for NYCHA and NYCHA MAP

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) "MOCJ" means the Mayor's Office of Criminal Justice.
8) "NYCHA" means the New York City Housing Authority.

9) "NYCHA MAP" means NYCHA developments designated by the Mayor's Action Plan for Neighborhood Safety (MAP) to receive enhanced anti-violence programming.

10) "Participant" means a City resident who:

    a) meets the Enrollment Requirements of SYEP;

    b) is enrolled in SYEP;

    c) is a resident of the designated NYCHA or NYCHA MAP development/s; and

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

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

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

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

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

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

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

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

    a) Participant outreach and recruitment;

    b) Project-Based Learning Experiences development;

    c) Worksite and Work-Based Experiences development;

    d) Participant application, selection, and enrollment;

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

    f) Work Readiness Training;

    g) Supportive Services; and

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

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

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

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

19) "State" means New York State.

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

21) "SYEP" means Summer Youth Employment Program.

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

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

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

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

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

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

ARTICLE II – PROGRAM SERVICES

Contractor shall provide Program Services, directly or through approved subcontractors, in accordance with this Agreement, including but not limited to the Workscope Schedule, 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 twelve-and-a-half (12.5) hours of Project-Based Learning Experience for each Participant during each week of the Program Period, for a total of seventy-five (75) hours over the Program Period.
   c) Contractor may schedule Project-Based Learning Experience/s on any day of the week, including weekends. Contractor should choose a schedule that accommodates the needs of Participants, including religious observance and summer school attendance.
   d) Contractor should endeavor to develop Project-Based Learning Experience/s that connect to one of the City's priority sectors and/or center on fostering civic engagement and providing Participants with opportunities that benefit their community or address social issues.
3) Work-Based Experience Development for Older Youth.

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

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

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

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

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

4) Participant Outreach and Recruitment.

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

b) Contractor shall promote SYEP in, and recruit prospective Participants from, the designated NYCHA and NYCHA MAP development/s, or as designated by DYCD.

c) In order to recruit and enroll Participants, Contractor shall work collaboratively with partner agencies, including but not limited to:

i) NYCHA, including NYCHA Offices of Resident Economic Empowerment and Sustainability;

ii) MOCJ;

iii) MAP Partner agencies; and

iv) DYCD's Cornerstone and Beacon Programs in the community.

d) Contractor is strongly encouraged to collaborate with MAP Engagement Coordinators (provided by MOCJ) and New York City Police Department (NYPD) Neighborhood Coordination Officers (NCOs) to support community engagement efforts in each MAP development.

e) Additional community resources for recruitment and engagement can include:

i) schools;

ii) local libraries; and

iii) resident associations.

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

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

h) 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 the Enrollment Requirements.

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

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

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

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

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

d) Contractor shall notify DYCD in the event that a Participant enrolled by Contractor withdraws from, or otherwise discontinues participation in, SYEP. In such cases, a replacement Participant may be designated by 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, Workscope Schedule.

f) Approximately thirty percent (30%) of Participants enrolled by Contractor shall be Younger Youth and seventy percent (70%) of Participants shall be Older Youth.

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

6) Work Readiness Training.

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

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

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

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

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

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

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

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

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

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

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

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

7) Participant Matching and Placement.

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

b) Project Assignments

i) Project Assignments should be tailored to meet the developmental needs of youth and provide them with enriching career exploration, emphasize foundational work-readiness skills, advance participants' baseline understanding of the labor market, and help build social and emotional learning skills.

ii) Project-Based Learning Experience/s should reinforce those employability skills fostered during Work-Readiness Training.

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

iv) Younger Youth Participants will earn a stipend during the Program Period, up to a maximum of twelve-and-a-half (12.5) hours per week for each week of the Program Period, for up to a total of seventy-five (75) hours over the Program Period.

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

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

c) Work Assignments

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

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

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

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

iv) Excluding summer camp placements, at least ninety percent (90%) of work-based experiences for Older Youth must be outside of the proposed NYCHA development.

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

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

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

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

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 in Article III of this Scope of Work and the SYEP Manual.

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

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

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

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

f) Contractor shall administer a survey, which shall be provided by DYCD to Contractor, to Participants during the final week of the program, in order to elicit their feedback on SYEP.

Contractor shall not withhold a Participant's stipend in order to ensure that the Participant completes the survey.

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

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

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

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

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

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

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

10) Supportive Services.

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

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

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

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

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

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

11) Community Partnerships.

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

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

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

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

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

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

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

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

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

b) Subcontractors are considered community partnerships.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS, RECORD KEEPING, AND REPORTING

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

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

3) Resources.

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

i) Program evaluation;

ii) Implementation of corrective action required by DYCD;

iii) Program monitoring;

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

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

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

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

ii) Microsoft Internet Explorer 10 or greater;

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

iv) Up-to-date antivirus software;

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

vi) Firewall software or hardware.

4) Program Facility/ies.

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

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

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

b) Program Facility/ies must be accessible by public transportation, and convenient and accessible to youth residing in the designated NYCHA MAP development/s.

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) <u>Enrollment in Direct Deposit</u>. 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) <u>Incident Reporting</u>.

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

discovery of the above, followed by a report submitted through DYCD Connect, if necessary, within three (3) days of such incident. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Register of Child Abuse and Maltreatment.

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

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

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

10) Marketing and Materials.

a) Co-Branding/Marketing.

i) Contractor shall conduct all marketing and outreach in connection with this Agreement in accordance with this Scope of Work and DYCD's "Co-Branding Guidelines for DYCD-Funded Programs" including both the "Design guidelines and rubric" and "Social media guidelines and rubric," which are available at: https://www.dycdconnect.nyc/Home/DownloadDocumentById?id=5ef263f58a64423324504b31&fileName=DYCD%20Co-Branding%20Guidelines%20Design.pdf and https://www.dycdconnect.nyc/Home/DownloadDocumentById?id=5ef263f68a64423324504b38&fileName=DYCD%20Co-Branding%20Social-Media%20Guidelines.pdf, respectively, and are made part hereof, in order to promote and publicize the program services described in this Agreement. 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 co-brand DYCD in all posts shared on social media in accordance with DYCD's "Co-Branding Guidelines for DYCD-Funded Programs – Social media guidelines and rubric."

(5) 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 the program described in this Agreement shall be subject in each case to the prior, written approval of DYCD, in its sole and absolute discretion. Failure to obtain DYCD's prior written approval shall under no circumstances excuse this requirement.

c) 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.

12) Terms and Conditions. For the purposes of this Agreement, the word "Marks" shall mean any names, trademarks, trade names, service marks, logos, slogans or any other source indicators of an entity. By executing the Agreement to which this Marks Supplement is attached, or by making any use of any Mark owned by the City of New York, including the Marks listed in Section IV, below ("DYCD Marks"), Contractor agrees to the following terms and conditions:

A. DYCD grants to Contractor a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the DYCD Marks (as applicable) only in connection with the uses described in this Agreement. Contractor accepts the license subject to the terms and conditions set forth herein.

B. The DYCD Marks are and shall remain exclusively the property of the City of New York acting by DYCD. Contractor agrees that it shall neither directly or indirectly obtain, nor attempt to obtain, during the term of the Agreement, or at any time thereafter, any right, title or interest in or to the DYCD Marks, and shall not challenge the ownership or validity of such DYCD Marks, and hereby expressly

waives any right which it may have to do so. Contractor understands and agrees that the use of any Marks owned by the City, including but not limited to DYCD Marks, will not create any right, title or interest in or to any such marks and that all such use and goodwill associated therewith will inure to the benefit of DYCD.

C. Contractor agrees that it will only use the DYCD Marks as described in this Agreement. Contractor further agrees: (i) not to make any disparaging use of the DYCD Marks, or use the DYCD Marks outside the purposes of this Agreement, or to in any way tarnish or blur the distinctive nature of the DYCD Marks, and (ii) not to register or attempt to register any DYCD Mark (or any potentially similar name or trademark) as or part of a trademark, service mark, logo, slogan or Internet domain name. The DYCD Marks may be used only in the exact form, style and type as approved in writing by DYCD, and in accordance with its then-current Co-Branding Guidelines. Contractor shall include legal and proper ownership and/or registration notices in connection with any and all uses of DYCD Marks in accordance with the reasonable requests of DYCD.

D. Contractor recognizes that the DYCD Marks communicate to the public, world-wide, a reputation for high standards, which reputation and goodwill have been and continue to be unique to DYCD. Therefore, the DYCD Marks shall not be used in connection with any illegal or immoral purpose or activity, or in any manner which would be inconsistent or damaging to DYCD's name and reputation.

E. Contractor acknowledges that the unauthorized use of DYCD Marks will cause irreparable harm to DYCD for which there is no adequate remedy at law, and that DYCD shall be entitled to injunctive or other equitable relief restraining such unauthorized use in addition to any other remedies available at law or in equity.

F. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has the full right and authority to enter into this Agreement to grant the rights herein granted and to perform Contractor's obligations hereunder; (b) Contractor has not made or assumed and shall not hereafter make or assume any commitment, agreement, grant or obligation that materially conflicts with Contractor's obligations hereunder; (c) Contractor shall comply with all applicable laws in connection with the program, DYCD Marks, and Contractor's activities under the Agreement; (d) Contractor shall use DYCD Marks in accordance with the provisions of this Agreement; and (e) all materials supplied by Contractor in connection with of the program or this Marks Supplement do not violate or infringe upon any copyright, trademark, privacy, publicity or other personal or intellectual property rights of any third party.

G. In addition to and without limiting any other defense and indemnification obligations provided for elsewhere in the Agreement or otherwise, Contractor shall defend, indemnify and hold harmless the City of New York, including its officials and employees against any third party claims, liability, loss, damages, costs and expenses (including reasonable outside attorneys' fees and costs) arising out of or in connection with the Contractor's breach of its respective representations and warranties in subsection (f) above.

H. Infringement Proceedings.

    i. Contractor agrees to promptly notify DYCD of any unauthorized use of the DYCD Marks by others as it comes to Contractor's attention. DYCD shall

have the sole right and discretion to bring infringement, unfair competition, or other proceedings involving the DYCD Marks. In the event DYCD elects not to pursue an action for infringement, unfair competition, or any other cause of action involving the DYCD Marks, Contractor may neither pursue such an action or force DYCD to pursue such action.

ii. Upon expiration or earlier termination of the Agreement, Contractor shall immediately discontinue manufacture, promotion, advertisement, and sale of any materials using the DYCD Marks. Contractor acknowledges and agrees that its failure to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks upon expiration or termination of this Agreement will result in immediate and irreparable harm to DYCD. Contractor further acknowledges and admits that DYCD has no adequate remedy at law for Contractor's failure to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks upon termination or expiration of this Agreement, except as expressly provided for above. Contractor acknowledges and admits that, in the event of any such failure by it to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks, DYCD shall be entitled to equitable or injunctive relief against Contractor's failure, in addition to any and all other remedies at law that are available to DYCD. In the event of the termination of the Agreement, Contractor shall comply with all directives from DYCD regarding or requiring the deletion regarding the deletion of any social media content that contains DYCD marks.

iii. Contractor hereby acknowledges that DYCD has previously granted and may continue to grant licenses to third parties for the use of the DYCD Marks.

I. Contractor may not assign, in whole or in part any rights granted herein, or delegate to any other party any of the duties hereunder without the prior written consent of DYCD. Any attempt to assign, transfer or delegate without such consent shall be void.

J. Termination of License.

i. DYCD may terminate the license granted by this Agreement for any reason upon thirty (30) days' prior written notice to Contractor. Except as otherwise provided in this Agreement, upon expiration or earlier termination of the Agreement, the permissions granted to Contractor pursuant to this Agreement will immediately cease.

ii. Notwithstanding any other termination right provided for elsewhere in the Agreement, DYCD shall have the right to terminate the license granted by this Agreement, in whole or in part, immediately, upon written notice to Contractor, in the event that any DYCD Marks are used by Contractor in connection with any illegal, illicit or immoral activity. In the event that DYCD's Marks are being used by Contractor any way which, in the reasonable judgment of DYCD, is inconsistent with or damaging to DYCD's name or reputation, DYCD may notify Contractor in writing that such termination will occur immediately unless Contractor ceases and halts all such uses immediately. Notwithstanding any inconsistent provision of

this Agreement, any notice required to be given by DYCD under the Agreement that is given by email to Contractor shall be deemed given upon transmission of the email.

iii. Contractor shall have the right to terminate the license granted by the Agreement upon written notice to DYCD if a change in law or regulatory requirements renders it illegal or impossible for Contractor to perform its obligations hereunder.

K. No Waiver. The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions, or of such party's rights thereafter to enforce any such provisions.

13) The DYCD Marks Consist of the following:

(for use by Beacon programs only)

(for use by COMPASS programs only)

(for use by Cornerstone programs only)

(for use by SONYC programs only)

ARTICLE IV – STAFFING REQUIREMENTS

1) Staff Requirements.

a) Contractor shall employ, at a minimum, the following:

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

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

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

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

2) Contractor is encouraged, but not required, to employ a Counselor or Social Worker (full-time or part-time for a minimum of six (6) months) with one of the following credentials: Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker (LMSW); Credentialed Alcoholism and Substance Abuse Counselor (CASAC); Licensed Mental Health Counselor (LMHC); or a New York State-certified school counselor. The Counselor or Social Worker shall conduct assessments, provide counseling when needed, and provide supportive referrals to help youth complete SYEP and successfully transition to work or educational opportunities.

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

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

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

(1) sexual misconduct, especially involving minors;

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

(3) theft of public property;

(4) bribe receiving or offering;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6) Staff Training in DYCD's Program Approach.

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

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

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

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

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

7) Staffing Levels.

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

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

ARTICLE V – MISCELLANEOUS

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

DYCD & NYCHA – SYEP for NYCHA/MAP MOU

APPENDIX B – LIST OF SYEP NYCHA DEVELOPMENTS

MAP NYCHA Developments
Beach 41st Houses
Boulevard Houses*
Brownsville Houses
Bushwick Houses
Butler Houses
Castle Hill Houses
Farragut Houses
Gowanus Houses
Ingersoll Houses
Jefferson Houses
Johnson Houses
Lafayette Houses
Linden Houses*
Marcy Houses
Millbrook Houses
Mitchell Houses
Morris Houses
Mott Haven Houses
Patterson Houses
Polo Ground Houses
Queensbridge Houses
Red Hook Houses
St. Nicholas Houses
Stapleton Houses
Tompkins Houses
Van Dyke Houses
Wagner Houses
Whitman Houses
Wyckoff Houses

Career FIRST NYCHA Developments*
Baruch Houses
Breukelen Houses
Bronx River Houses
Cypress Houses
King Towers
Lillian Wald Houses
Pink Houses
Ravenswood Houses
Throggs Neck Houses
Tilden Houses
West Brighton Houses*

*CareerFIRST developments may change throughout the Term pursuant to Article 3(B) of the base MOU.

NOTE: Developments that are bolded and have the denoted asterisk (*) have converted to PACT and are no longer under NYCHA management and are not subject to this MOU between NYCHA and DYCD. NYCHA may facilitate DYCD to connect with the PACT Partner that is managing those converted Developments to enter into a separate agreement. Any future Developments that convert to PACT will be subject to the same wherein DYCD will need to reach out to the PACT Partner that will be managing the future converted PACT Developments.