

For Fiscal Year 2020, Discretionary Contract package(s) require the following documents. These documents (or links to them) are available on the [DYCD website](http://www1.nyc.gov/site/dycd/index.page).

**YOU NEED TO PROVIDE THE ENTIRE CONTRACT PACKAGE**

* Three originals of the signature, acknowledgement, affirmation, Exhibit B & Exhibit C pages. These documents have three pages already in the contract.
* [Budget](http://www1.nyc.gov/site/dycd/involved/funding-and-support/cbo-budget-review-risk-management.page), including all required attachments as needed (see budget [reminders](http://www1.nyc.gov/assets/dycd/downloads/pdf/FY2020_Budget_Reminders6-13-19.pdf)). Please note that the budget is not included in this package and must be completed by clicking on the [link](http://www1.nyc.gov/site/dycd/involved/funding-and-support/cbo-budget-review-risk-management.page).

**NEEDS TO PROVIDE AS AN ORIGINAL:**

* [Certification of No Conflict](http://www1.nyc.gov/assets/dycd/downloads/word/Certificate_of_No_Conflict_NYC_Employees_FY_2020.docx) (This is required if any Board Member or Employee is a NYC Employee.)

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED THROUGH THE HHS ACCELERATOR SYSTEM OR DELIVERED TO DYCD**

**(Please note they must be signed in this Fiscal Year, not a prior Fiscal Year)**

* [Letter of Authorization and Board Resolution](http://www1.nyc.gov/assets/dycd/downloads/word/Board_resolution_and_authorization_form_FY_2020.doc)   (Package contains sample, originals need to be on organizational letterhead, signed and notarized)
* [Doing Business Data Form](http://www1.nyc.gov/assets/dycd/downloads/pdf/Doing_Business_Data_Form_Standard_FY2020.pdf)
* [Certificate of Client Abuse Neglect](http://www1.nyc.gov/assets/dycd/downloads/pdf/Discretionary_Certification_of_Client_Abuse_or_Neglect_Form_FY2018.pdf)
* Contracts over $5,000 must supply their most recent audit or 990, whichever is applicable.
* [Conflict of Interest Disclosure and Compliance Certification](http://www1.nyc.gov/assets/dycd/downloads/pdf/Disclosure_and_Compliance_Certification_%20FY2020.pdf) (This is the form on MOCS letterhead).
* [Training Attendance Certification](http://www1.nyc.gov/assets/dycd/downloads/pdf/Training_Attendance_Certification_FY2020.pdf) (This is required if you receive in excess of $10,000 in NYC funding.)
* Broker’s Certification (This is Exhibit D of the contract.)
* Cost Manual Acknowledgement (Please read, fill out and sign this form).

**PLEASE NOTE THE FOLLOWING:**

* Your organization must be registered with the New York State Attorney General’s [Charities](https://www.charitiesnys.com/RegistrySearch/search_charities.jsp) Bureau and be current with filings or provide an Exemption Form (Form must be signed & notarized).
* Your organization must be entered and validated in the [Payee Information Portal](https://a127-pip.nyc.gov/webapp/PRDPCW/SelfService).
* If this is the first time you are contracting with DYCD or a sub-contractor, you must submit 2 reference letters (One Programmatic, one financial which is **only required if you are not Pre-Qualified through HHS Accelerator.**



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| --- | --- |
| **DYCD Internal PIN:** |       |
|  |  |
| **Contract Registration No.:****(DYCD USE ONLY)** |  |
| **EPIN:** |  |
| **Term of Agreement:** |       |
| **Total Contract Amount:** | $      |

|  |  |
| --- | --- |
| **Name of Contractor:** |       |
| **Address:** |       |
| **MOC ID(s):** |  |
| **Type of Service:** | Designated | **Type of Procurement:** | DISCRETIONARY –OVER $100,000 |

**DYCD HUMAN SERVICES STANDARD CONTRACT**

**(DISCRETIONARY FUNDS)**

**THIS AGREEMENT**, effective July 1, 2019, between the City of New York (“City”) acting by and through its Department of Youth and Community Development (“Department”), having an office located at 2 Lafayette Street, New York, New York 10007, and       (“Contractor”) a not-for-profit corporation having its principal office located at      .

**RECITALS**

**WHEREAS**, Contractor is a community-based not-for-profit corporation or other public service organization; and

**WHEREAS**, Contractor relies on funding from various sources in order to support its operations; and

**WHEREAS**, pursuant to Procurement Policy Board Rules § 1-02(e), the New York City Council has appropriated Discretionary Funds to be applied for the enhancement of the services Contractor provides; and

**WHEREAS**, Contractor is ready, willing and able to use these Discretionary Funds to enhance its services.

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE I — DEFINITIONS**

* 1. Definitions

The following words and phrases, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

**A.** “Board of Directors” or “Board” means the board of directors, board of trustees, or a similar body vested with the duty and responsibility for management and oversight of Contractor’s affairs as they relate to its performance under this Agreement.

**B.** “Budget” means the line-item costs, performance based measures, or fee-for-service rate schedule attached hereto as Exhibit A-3.

**C.** “Commissioner” or “Agency Head” means the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

**D.** “Comptroller” means the Comptroller of the City of New York.

**E.** “Fiscal Agent” means an entity (if any) retained by the Department, or retained by Contractor at the direction of the Department, to issue payments to third parties on behalf of Contractor or otherwise to assist Contractor in the administration of its financial affairs.

**F.** “Fiscal Manual” means a set of instructions provided by the Department to Contractor documenting the applicable policies and procedures of the Department for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement, and payroll, as may be amended by the Department. The Fiscal Manual is incorporated by reference and may be found online at [https://www1.nyc.gov/assets/dycd/downloads/pdf/FY18\_Comprehensive\_Contract\_Management\_System(CCMS)\_Program\_Expense\_Summary\_Report(PERS)\_Fiscal\_Manual\_FY18-ver-8.14.17.pdf](https://www1.nyc.gov/assets/dycd/downloads/pdf/FY18_Comprehensive_Contract_Management_System%28CCMS%29_Program_Expense_Summary_Report%28PERS%29_Fiscal_Manual_FY18-ver-8.14.17.pdf). The Fiscal Manual is not intended to amend the material terms of this Agreement with respect to the Scope of Work, the terms and conditions of this document, and Appendix A.

**G.** “Improper Related Party Transaction” means a Related Party Transaction that violates Not-for-Profit Corporation Law Section 715 and is not fair, reasonable, and in Contractor’s best interest at the time Contractor’s Board approved the transaction.

**H.** “Law” or “Laws” means the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule, or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

**I. “**Related Party” means any person associated with Contractor who is covered by the definition of “related party” in Not-for-Profit Corporation Law Section 102. Related parties do not include City officials and employees acting within the scope of their official governmental duties.

**J.** “Related Party Transaction” means any transaction, agreement or any other arrangement in which Contractor or any affiliate of Contractor is a participant that is covered by the definition of “related party transaction” in Not-for-Profit Corporation Law Section 102.

**K.** “State” means the State of New York.

**ARTICLE II — TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

**ARTICLE III — SCOPE OF WORK AND BUDGET**

**Section 3.01 Scope of work.**

**A. Services and Activities.** Contractor shall provide services in the manner and at the levels set forth in the attached Exhibit A-1. Contractor shall submit to the Department, within thirty (30) days of completion of all services under this Agreement, a final report summarizing the services performed under this Agreement, including cumulative quantitative and qualitative data relative to the objectives and general operations of Contractor paid for through this Agreement.

**B.** **Healthy food environment.** The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes, and cardiovascular disease, by improving dietary intake of its residents. Accordingly, in addition to the services set forth in Exhibit A-1, Contractor shall make best efforts to distribute to any staff members providing services to program participants under the Agreement and to program participants funded in whole or in part by this Agreement, any healthy food promotional materials provided to Contractor by the Department.

**C.** **New York City Food Standards.** This paragraph applies only if this Agreement includes a requirement that Contractor supply food to program participants as a material part of the client services funded by the Department. Contractor shall provide a healthy food environment in connection with the client services provided under this Agreement by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under this Agreement, including compliance with the New York City Food Standards for beverage vending and food vending machines (<http://www.nyc.gov>, search term = “food standards”) for any vending machines to which program participants are granted access.

**D.** **Fees.** Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, unless a waiver of this provision is approved in writing by the Department. Waivers may be considered under the following conditions: (i) Contractor’s total costs for the services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor’s fees for services and/or the arrangements made to include those participants unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impeded participation by members of the community to be served by the services.

**Section 3.02 Budget.** Contractor shall provide such services and activities in accordance with the Budget. Contractor may request modifications to the Budget in the manner prescribed in the Fiscal Manual.

 **Section 3.03 Payment.** The Department shall pay Contractor an amount not to exceed $      for all services provided under the Agreement on a cost reimbursement basis, in accordance with the Fiscal Manual and a line item budget approved by the Department and made a part hereof as Exhibit A-2 “Designated Program Services Budget”. This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a duly executed written contract amendment registered pursuant to Charter § 328.

**Section 3.04 Cost allocating and duplication.**

**A. Duplication**.Contractor represents and warrants that the work to be performed under this Agreement shall in no way duplicate any work performed under other agreements between the City and Contractor, nor under any agreement with any other governmental funding source, except upon the express written permission of the Department. Costs attributable to the program and not paid for by the City are not duplication (e.g., program enhancements, unreimbursed portions of staff salaries) but are subject to the cost allocation provisions set forth below. Noncompliance with this Section 3.04 shall constitute a material breach of this Agreement.

**B.** **Cost allocation plan**. Contractor shall accurately and equitably allocate costs that are attributable to the operation of two (2) or more programs among such programs, or that are attributable to two (2) or more governmental funding sources, by a method which represents the benefit of such costs to each program or funding source. Contractor shall upon commencement of services or as soon thereafter as practicable develop and deliver to the Department a cost allocation plan for the Department’s approval.

**C.** No cost allocation plan shall be approved by the Department unless such a plan:

1. Relates to allowable costs as defined in Laws and policies of the federal, State and City governments;
2. Relates to costs necessary for Contractor’s performance pursuant to this Agreement;
3. Fairly and accurately reflects the actual allocable share of such cost with respect to this Agreement;
4. Is developed in accordance with generally accepted accounting principles; and
5. Is accompanied by such supporting documentation as the Department deems necessary to evaluate the plan.

**D.** A cost allocation plan approved by the Department may be modified with the written approval of the Department.

**E.** Notwithstanding any provision in this Section 3.04 to the contrary, the Department further reserves the right to withhold payments to Contractor for allocated costs in accordance with the Fiscal Manual or if the Department determines that such allocated costs have been incorrectly determined, are not allowable, or are not properly allocable pursuant to this Agreement and/or approved cost allocation plan.

**Section 3.05 Cost of living increases.** Where Contractor’s industry has experienced an increase in costs (e.g., salary, wage or fringe benefit cost of living increases, a change in the prevailing or living wage, a renegotiated collective bargaining agreement, an industry-wide increase in the Producer Price Index (“PPI”) for fuel or energy) that exceeds the Budget, and the Office of Management and Budget (“OMB”) or another independent agency has determined in writing that additional funds will be made available to a City agency for the class of contracts pursuant to which Contractor provides the same or substantially similar services, then the Department shall reimburse Contractor for such increases in costs to the extent that such increases have been authorized by the City for contracts within such class of contracts and to the extent that funds are appropriated for such purposes. Any cost of living increase will not be effective unless and until an amendment to the Agreement is registered pursuant to Charter § 328.

**ARTICLE IV — FISCAL PROCEDURES**

**Section 4.01 Cooperation and compliance.** Contractor hereby agrees to fully cooperate and comply with the Fiscal Manual on all fiscal matters related to this Agreement.

**Section 4.02 Accounts.**

**A.** Contractor shall establish and maintain one (1) or more separate accounts for the funds obtained from or through the City of New York related to this and all other agreements with the City, and shall maintain records for such account to track and clearly identify the funds obligated through this Agreement.

**B.** Contractor shall notify the Department of the name, locations, and account numbers of all bank accounts in which any funds pursuant to this Agreement are maintained, and of any change in the name, location, or account numbers of such accounts within five (5) days of such establishment or change. Such bank shall have a branch located in New York City unless otherwise approved by the Department.

**C.** Contractor shall notify the Department of the names, titles, and business addresses of such persons authorized by Contractor to receive, handle, or disburse monies under this Agreement, including the company name and company address where such persons are not employees of Contractor. Such notification must be in writing and furnished to the Department within five (5) days from the execution of this Agreement and within five (5) days from any subsequent change or substitution of authorized signatories.

**Section 4.03 Advance.** The amount of any advance to be paid to Contractor under this Agreement shall be determined solely by the Department in accordance with its Fiscal Manual and any applicable Comptroller directives. Advanced funds shall be used exclusively for the payment of expenditures and obligations authorized by and properly incurred in accordance with the Budget.

**Section 4.04 Financial reporting and invoicing.** Invoices shall be submitted no more frequently than once every thirty (30) days. The invoices shall be in a form established by the Commissioner and shall be accompanied by appropriate supporting documentation and any other information deemed necessary by the Department. Upon receipt and approval of an invoice, the Department shall remit to Contractor a payment of its approved charges in accord with the Budget contained in Exhibit A-3. The City may disallow for payment any expenses or charges which were not authorized or documented in accord with the terms of this Agreement or for failure to deliver any required service or work product to the satisfaction of the Department. Payment for the last month of the Agreement shall be contingent upon approval of the final report and bill by the Department. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of this Agreement.

**Section 4.05 Procurement requirements.**

1. **Procurement records.** Contractor shall retain records that detail the method of procurement, the basis for selection or rejection of a contractor, consultant or supplier, and the basis for the contract price.Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts, and documentation for any payments, expenditures, or refunds made to or received by Contractor in connection with this Agreement. Contractor may maintain a petty cash fund in accordance with the Fiscal Manual; however, no expenditures may be made from such fund for procurements valued in excess of $1,000. Contractor shall make all procurement expenditures in excess of $1,000 by check or credit card.
2. **Extent of competition required.** Contractor shall comply with the following requirements concerning competition.
3. Contractor must solicit and document at least three (3) written estimates for any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of $25,000 or, if this Agreement is a federally funded subrecipient agreement, for amounts in excess of $3,500. The monetary threshold applies to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
4. For any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts between $5,000 and $25,000, Contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. Notwithstanding the dollar amounts in the previous sentence, if this Agreement is a federally funded, subrecipient agreement, Contractor shall comply with the procurement methods required in 2 CFR Section 200.320. The monetary thresholds apply to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
5. The City may retain the services of a Group Purchasing Organization (“GPO”) to facilitate the purchase of supplies or other items. If the City retains such a GPO, the Department may direct Contractor to utilize the services of such GPO. If Contractor is directed by the Department to use the GPO or if Contractor becomes a member of and makes purchases through the GPO retained by the City with or without the City’s direction, Paragraph B shall not apply to those purchases and the procurement requirements will be satisfied through the use of the GPO.

**C. Compliance with State and Federal Law.** If this Agreement is funded by a State or federal grant, additional procurement requirements may apply. To the extent that State and/or federal procurement requirements conflict with the procurement requirements herein, Contractor shall comply with the stricter requirement.

**D. Equipment.** All equipment or other property acquired with funds through this Agreement shall be in the name of the New York City Department of Youth and Community Development and must be tagged “Property of DYCD”. At the end of the Agreement, all non-depreciated equipment that still has a useful life (as the phrase “useful life” is defined in Internal Revenue Code § 1.169-2) must be returned to the Department if requested. Contractor shall properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such equipment in the manner provided in the Fiscal Manual or as otherwise directed by the Department, and shall maintain detailed records concerning such dispositions. At the Department’s request, Contractor must execute a UCC-1 to evidence the Department’s interest in equipment purchased at a price in excess of $25,000 and to enable the Department to perfect that interest by filing or otherwise.

**E. M/WBE suppliers.** Contractor is encouraged to utilize businesses and individual proprietors listed on the NYC Online Directory of Certified M/WBE Businesses, available at [www.nyc.gov/sbs](http://www.nyc.gov/sbs), 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.

**F. Disputes with suppliers.** Contractor, without recourse to the City or the Department, shall be responsible for the settlement and satisfaction of all contractual obligations and administrative issues arising out of any procurement or leasing contracts paid with funds obtained through this Agreement

**Section 4.06 Limitation on use of funds.**

**A. Proper purposes.** No funds obtained through this Agreement shall be spent for any expense not incurred in accordance with the terms of the Agreement. All such funds shall be administered in accordance with the Fiscal Manual.

**B. Real property.** No funds obtained through this Agreement shall be spent for the purchase of any interest in or improvement of real property, unless included in the Budget or otherwise authorized in writing by the Department.

**C. Disallowed costs.** Any cost found by the Department, the City or any auditing authority that examines the financial records of Contractor to be improperly incurred, including but not limited to Board member compensation and Improper Related Party Transactions, shall be subject to reimbursement to the City. Failure to make said reimbursement shall be grounds for termination of this Agreement.

**Section 4.07 Recoupment of disallowances, improperly incurred costs and overpayments.**

The Department may, at its option, either require Contractor to reimburse the Department or withhold for the purposes of set-off any monies due to Contractor under this Agreement up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, the amount of any overpayment to Contractor with regard to this Agreement or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Agreement, and/or amounts incurred on any Improper Related Party Transaction. Prior to the imposition of withholding for the purposes of set-off, the Department will provide Contractor with an opportunity to be heard upon at least ten (10) days’ prior written notice.

S**ection 4.08 Failure to spend funds.** In the event that Contractor fails to spend funds for any part of the Budget within the time indicated therein (i.e., the fiscal year unless otherwise indicated) or at the level of expenditures indicated therein, the Department reserves the right, in its discretion, to recoup any funds advanced and not spent.

**Section 4.09 Provisions Applicable When Fiscal Agent Disburses Funds to Contractors**

**A. Payment by Fiscal Agent.** Where the Department has retained a Fiscal Agent to make payments to third parties on behalf of Contractor, then Contractor is obligated to usethe Fiscal Agent to make payment to third parties at the Department’s direction, including for the purchase of such goods, supplies, services, and/or equipment made by Contractor under this Agreement. Where the Department directs that Contractor utilize a Fiscal Agent, Contractor shall not pay any obligations on its own behalf except to the extent specifically allowed by this Agreement and the Fiscal Manual.

**B. Payroll processing by Fiscal Agent.** In the event that a Fiscal Agent is processing Contractor’s payroll, Contractor shall deliver to the Fiscal Agent signed and dated time and attendance records for each staff member and consultant to be paid under this Agreement, in the form required and delivered at the time required by the Fiscal Agent and the Fiscal Manual. Subject to the Department’s approval, the Fiscal Agent shall prepare the payroll checks and supporting materials based on the documents submitted.

**C. Fiscal Agent documentation.** Upon reasonable request and approval by the Department, Contractor shall have the right to inspect any fiscal documents relating to this Agreement as may be maintained by a Fiscal Agent, if applicable. Contractor may request from the Department copies of any or all the following documents relating to the funds to be provided hereunder, with said documents to be

furnished by the Fiscal Agent, subject to the Department’s approval, within a reasonable time of the request: monthly budget and expenditure reports; budgets and budget modifications; and audit reports, where available.

**ARTICLE V — RECORDS, DELIVERABLES, AUDITS AND REPORTS**

**Section 5.01 Records to be maintained; inspection; observation.**

**A. Records to be maintained.** In addition to any other records required to be maintained and/or provided for inspection pursuant to this Agreement, Contractor shall maintain and make available to the Department for inspection, upon reasonable request, the following documents: tax returns (not including Schedule B to IRS Form 990); audit reports; all programmatic records and accounts maintained in connection with this Agreement, including, for the avoidance of doubt, all participant and attendance information collected pursuant to the workscope attached hereto as Exhibit A-1 or maintained in connection with the provision of services under this Agreement; publications, program research, and other reports prepared in connection with this Agreement; all financial books, records and accounts reflecting payments made by Contractor for petty cash expenditures in connection with this Agreement; all applicable licenses and permits; Board member lists and all minutes and attendance sheets (dated and signed) for meetings of the Board of Directors and any of its committees responsible for the oversight of the program(s) funded under this Agreement; governing documents (e.g., by-laws); all other contracts related to providing services under this Agreement, to which Contractor is a party and the contract terms coincide, in whole or in part, with the terms of this Agreement; and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Upon request by the Department of a record that contains protected personally identifiable information as such phrase is defined in Admin. Code § 10-501 or a record that if disclosed would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession’s services in New York State, Contractor may redact such personally identifiable or privileged information or other information that if disclosed would violate the Law or such professional code. In addition, Contractor may, upon request to and written approval from the Department, which approval may not be unreasonably denied or delayed, withhold from disclosure to the Department certain categories of documents that are not protected by a legal privilege or other Law but where Contractor reasonably believes that disclosure of such documents would interfere with or impair the provision of services under this Agreement.

**B.** Records maintained in accordance with this Article V shall be subject to the retention period in Section 5.02 of Appendix A except that if this Agreement is a federally funded subrecipient agreement, the retention period shall be the maximum allowed under 2 CFR § 200.333.

**C.** Contractor shall permit the Department and its authorized representatives including the Department’s Inspector General, the Comptroller, the New York City Department of Investigation, or their designees, or other interested federal, State or City agency representatives, to attend all meetings of the Board of Directors and to be present at the program site(s) to observe the work and activities being performed in connection with this Agreement. If observation of particular work or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession’s services in New York State, Contractor shall promptly inform the Department or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner

that allows the representatives to ensure that services are being performed in accordance with this Agreement.

**Section 5.02 Deliverables and reports.** Contractor shall submit the deliverables and periodic reports required by this Agreement, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports, and take such other actions consistent with the Scope of Work as may be directed by the Department. The Department will evaluate the Contractor’s performance each year in the categories of timeliness, fiscal administration, and performance. Additional evaluation criteria or weighting of these subcategories may be specified in the Scope of Work.

**Section 5.03 Audit disclaimers.** If any audit of Contractor’s records shall include a Disclaimer of Opinion relating to any contract with the Department or other funding sources, said Disclaimer shall be ground for termination of this Agreement.

**Section 5.04 Federal audit requirements.** If applicable, Contractor shall fulfill the audit requirements of 2 CFR Part 200, Subpart F, and shall provide such audit to the Department within thirty (30) days after its receipt of the final audit by Contractor from the preparing accountant.

**Section 5.05 State charities registration and audit requirements.** If Contractor is required by New York State law to register with and make annual filings to the Charities Bureau of the New York State Office of the Attorney General, timely compliance with such requirements shall be deemed a material term of this Agreement. Contractor shall make available to the Department all such filings (except the filing required by Executive Law § 172-e), including any audit and/or financial report required to be submitted with such filings, within thirty (30) days of receiving such final audit or financial report from its preparer, and in no event later than ten (10) days following the filing of such audit or financial report with the Charities Bureau.

**Section 5.06 Additional audit and financial reporting requirements.**

**A.** If any Contractor is exempt from making annual filings to the Charities Bureau of the New York State Office of the Attorney General, Contractor will, at direction of City, provide the City with annual disclosure reports equivalent to those filings that Contractor would have filed with the State had it been required to file, except the filing that would have been required by Executive Law § 172-e. As of the effective date of this Agreement, the requirements are as follows:

1. Contractors with gross revenues less than $250,000 in any fiscal year shall file a copy of the annual unaudited financial report that it is required to file pursuant to Not-for-Profit Corporation Law section 172-b(2-a) with the Department.
2. Contractors with gross revenues between $250,000 and $750,000[[1]](#footnote-1) in any fiscal year shall file an annual financial statement with the Department, which includes an independent certified public accountant’s review report in accordance with the “Statement on Standards for Accounting and Review Services” issued by the American Institute of Certified Public Accountants. The financial statement shall be prepared in conformance with generally accepted accounting principles (“GAAP”), including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations.
3. annual audit report by an independent certified public accountant. Said audit report shall contain an opinion, signed by such certified public accountant that the financial statements are presented fairly in all material respects and in conformity with GAAP, including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations, and that the financial sheet and balance sheet present fairly the financial operations and position of the organization. The financial report must be signed by the president or other authorized officer and the chief fiscal officer under penalties of perjury that the statements are true and correct to the best of their knowledge.

**B.** Contractors receiving funds pursuant to this Agreement in excess of $1,000,000 will, at direction of City, provide to the Department an audit report from an independent certified public accountant containing an opinion that Contractor has appropriately allocated costs in accordance with the terms of the Agreement, including that the costs have not been improperly double-charged between multiple City and/or State contracts or between multiple governmental funding sources. Contractor may satisfy this requirement by including the appropriate analysis in any audits required pursuant to Section 5.04 or 5.05.

**C.** Contractor must submit all required audit and financial reports under this Section to the Department within thirty (30) days after receipt of the final audit from its accountant and, if no audit is required, within thirty (30) days of filing with the Attorney General, but in any event no later than twelve (12) months after close of the audit period, or such period as determined by the Department. The audit and financial reports shall comply with the applicable provisions in the Fiscal Manual throughout the term of this Agreement, including terms mandating the audit period and frequency of such audits and reports.

**D.** The Department may in its sole discretion conduct its own programmatic or financial audits of Contractor.

**ARTICLE VI — PERSONNEL PRACTICES AND RECORDS**

**Section 6.01 Definition of employee.** The term “employee” as used in this Article shall be limited to salaried personnel and shall include neither consultants under contract to Contractor to provide specified services nor participants in the program who are being paid as trainees.

**Section 6.02 Compensation of certain employees; vacancies; and Board compensation.**

**A. Employee list.** Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and upon request a list of certain employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, and/or the functional equivalent of such positions, and key employees (as the phrase “key employee” is defined in the Instructions to IRS Form 990). For each listed employee, Contractor shall provide the current total compensation (including all benefits), all sources of the employee’s total compensation, whether from this Agreement or another City, State, Federal or private source, and the dollar amount of compensation from each such source.

**B. Vacancies.** Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer, Chief Operating Officer, and/or the functional equivalent of such positions and appointments or resignations of key employees (as the phrase “key employee” is defined in the Instructions to IRS Form 990).

**C. Board compensation.** Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a listing of all members of its Board of Directors and identify any of its members who receive compensation in any form, including but not limited to salary, stipend, per diem payments, and/or payments for services rendered, from Contractor or its affiliates, together with the amount of any such compensation, regardless of the source of its payment, and a description of its purpose.

**Section 6.03 Collective bargaining.** Contractor acknowledges that neither the City nor the Department is responsible or shall be liable for any obligations contained in any agreement into which Contractor or a representative of Contractor has entered concerning the collective bargaining rights or benefits of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable Laws governing the use of funds in connection with union activities.

**Section 6.04 Recruitment and hiring of staff.**

**A. Maintenance of skilled staff.** Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Scope of Work and perform necessary administrative functions throughout the term of this Agreement, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the program; and implementation of any corrective actions required by the Department.

**B.** **Background checks.**

1. Recruitment; Screening; Fingerprinting: Contractor shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, experience and skills necessary for working with clients and participants. Where consistent with State and federal law, if directed by the Department, Contractor will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.

2. Convictions, Non-Pending Arrests and Criminal Accusations, and Pending Arrests: Contractor shall comply with Subdivisions 15 and 16 of Section 296 the New York Executive Law, Article 23-A of the New York Correction Law, and Subdivisions 11 and 11-a of the Admin Code. Such laws pertain to unlawful discriminatory employment practices in connection with individuals with convictions, non-pending arrests or criminal accusations, and/or pending arrests.

 3. Review of Decision: Where practicable, Contractor shall provide for the review by a supervisor employed by Contractor of a decision not to hire based on convictions, non-pending arrests or criminal accusations, and/or pending arrests.

4. Consultation with the Department: Contractor may consult with the Department regarding the application of this Section 6.04.

**C. Drug-free workplace.**

1. Contractor shall conspicuously post at any facility at which activities funded in whole or in part through this Agreement occur or provide to employees performing services under this Agreement, a statement notifying employees performing services under this Agreement that the unauthorized use, possession, distribution, dispensing, and manufacture of controlled substances are prohibited

2. Contractor shall require staff members who provide work under this Agreement to notify Contractor in writing of his/her arrest or conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such arrest or conviction. Contractor shall thereafter notify the Department within ten (10) calendar days of Contractor’s receipt of the above-described notice of conviction from a staff member or of the date Contractor otherwise received actual notice of such conviction.

3. Contractor shall take one of the following actions within thirty (30) calendar days of receiving notice of such a conviction with respect to any staff member who performs work under this Agreement so convicted: (i) appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (ii) require such convicted staff member to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency, and to comply with the Contractor’s statement made in accordance with Article 6.04(C)(1).

4. Nothing in this Article 6.04(C) shall limit Contractor from providing a more stringent drug-free workplace policy.

**Section 6.05 Board of Directors.**

**A.** Except as provided in Paragraph B of this Section 6.05, Contractor’s employees and members of their immediate families, as defined in Paragraph C of this Section 6.05, may not serve on the Board or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

**B.** If the Board has more than five (5) members, then Contractor’s employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor’s employees and members of their immediate families are prohibited from deliberating and/or voting and being present during deliberation and/or voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor’s employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

**C.** Without the prior written consent of the Commissioner, no person may hold a job or position with Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. For the purposes of this Section 6.05, a member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother,

mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person’s relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this paragraph, a member of the Board is deemed to exercise authority over all employees of Contractor.

**D.** If Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars ($1,000,000) and such amount constitutes more than fifty percent (50%) of Contractor’s total revenues, then Contractor must have a minimum of five (5) persons on its Board.

1. This Section 6.05 shall apply only if Contractor is a not-for-profit corporation.

**Section 6.06 Conflict of interest policy.**

**A.** If required by Section 715-a(a) of the Not-for-Profit Corporation Law, Contractor shall maintain a Conflict of Interest Policy that includes, at a minimum, the following provisions:

1. A definition of the circumstances that constitute a conflict of interest;
2. Procedures for disclosing a conflict of interest;
3. A requirement that the person with the conflict of interest not be present at or participate in Board or committee deliberation or vote on the matter giving rise to such conflict;
4. A prohibition against any attempt by the person with the conflict to influence improperly the deliberation or voting on the matter giving rise to such conflict;
5. A requirement that the existence and resolution of the conflict be documented in Contractor’s records, including in the minutes of any meeting at which the conflict was discussed or voted upon;
6. Procedures for disclosing, addressing, and documenting Related Party Transactions in accordance with Section 715 of the Not-for-Profit Corporation Law; and
7. A requirement that each director annually submit the statement required pursuant to Section 6.06(B), below.

**B.** The Conflict of Interest Policy shall require that prior to the initial election of any director, and annually thereafter, such director shall complete, sign and submit to the Board Secretary or a designated compliance officer a written statement identifying, to the best of the director’s knowledge, any entity of which such director is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which Contractor has a relationship, and any transaction in which Contractor is a participant and in which the director might have a conflicting interest. The Board Secretary or designated compliance officer shall provide a copy of all completed statements to the chair of the audit committee or, if there is no audit committee, to the Board Chairperson.

**ARTICLE VII — PROGRAM FACILITY**

**Section 7.01 Suitability.** Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Agreement, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Agreement.

**Section 7.02 Signage.** Upon request by the Department, and consistent with applicable Laws and applicable lease and license requirements, Contractor will prominently display signs inside and outside the facility(ies) used for the program indicating such information as the program name, its sponsorship by the Department, the program activity, and the days and hours of operation. In addition, Contractor shall prominently display inside the facility(ies) all signs, provided by the Department, if any, advising of any of Contractor’s obligations with regard to Equal Employment Opportunity Laws. If Contractor is concerned that signage would adversely impact Contractor’s services, it shall notify the Department of its concern and, if possible, recommend acceptable alternatives or modifications to the Department

**Section 7.03 Security and emergency plan.**

**A.** Prior to the commencement of services under this Agreement, Contractor shall adopt, implement, and instruct staff regarding a written plan to provide for the safety and security of clients, participants, staff, and Contractor’s facility, including procedures to follow during emergencies. Contractor shall maintain a current file of emergency contacts for each client and participant, which shall include, to the extent available, the names, addresses, telephone numbers, and locations where such contacts can be reached. A security plan applying to all of Contractor’s operations rather than specifically to the City-funded operations shall be sufficient to comply with the terms of this requirement. Contractor shall cooperate with the City during any emergency affecting Contractor’s services and/or facilities.

**B.** In the event that a State of Emergency (“SOE”) is declared by the Mayor of the City, the City may suspend Contractor’s normal operations until further notice. No damages shall be assessed for suspension of normal services during this time. All other terms and conditions of this Agreement shall remain in effect, except as modified by a contract amendment registered pursuant to Charter § 328 or other appropriate contract action. Contractor may, at the request of and in a manner determined by the Department, assist the Department in carrying out emergency procedures during a State of Emergency. Emergency procedures shall remain in effect until the Mayor has determined that the SOE has expired. In consideration thereof, the City agrees to indemnify Contractor against all claims by third parties arising out of the actions of its employees during the SOE that are directed by the City and not otherwise required to be performed under this Agreement, except for those arising out of the employees’ gross negligence or intentional misconduct.

**ARTICLE VIII — CENTRAL INSURANCE PROGRAM**

**Section 8.01 Availability.** If offered to Contractor by the Department, participation in the City-sponsored Central Insurance Program (“CIP”) plan shall satisfy Contractor’s responsibility to obtain any of the types of insurance provided under such CIP plan. The Department may facilitate the provision of this insurance plan as a convenience for Contractor and for the protection of the City. Provision of these plans through the Department is in no way an admission by the Department or the City of liability for acts, omissions or negligence of Contractor or its employees.

**Section 8.02 Cancellation.** The Department reserves the right to cancel or modify any CIP plan offered to Contractor as it deems advisable, and at such time as it deems advisable, in its sole discretion. In such event, or in the event of cancellation by the insurers, the Department will promptly notify Contractor. Contractor must maintain all required insurance at all times during the term of this Agreement either through participation in the CIP plan or through insurance obtained separately by Contractor.

**Section 8.03 Notification concerning occurrence of incidents.** If Contractor is enrolled in the CIP plan, upon the occurrence of any injury to any client/participant, employee, volunteer, officer, visitor, or any other person, in conjunction with the services funded in whole or in part through this Agreement, and/or of any damage to the facility or any damage to or theft of equipment purchased with funds paid under this Agreement, Contractor shall provide telephone notice to the Department within twenty-four (24) hours of the incident, followed by a written report on the approved Incident Report Form to be delivered to the Department within three (3) business days.

**ARTICLE IX — REPRESENTATIONS AND COVENANTS OF CONTRACTOR**

**Section 9.01 Eligibility.** Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document (e.g., the request for proposals) under which it proposed for and was awarded this Agreement. Any material change in the eligibility compliance information supplied in Contractor’s contract proposal must be reported to the Department within a reasonable time thereof. Failure to do so will be deemed a material breach of this Agreement and could result in termination of this Agreement.

**Section 9.02 Program services.**

1. **Unlawful discrimination.** Except where expressly set forth in the Scope of Work and approved by the Department, Contractor represents and warrants that eligibility for admission to the services funded through this Agreement shall not be restricted on the basis of actual or perceived age, race, color, religion, creed, national origin, alienage or citizenship status, sex, gender, sexual preference or sexual orientation, disability (including presence of a service dog), marital status, partnership status, military status, or any other class protected from discrimination by law.

**B.** **Fee.** Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, except as required by Law or unless a waiver of this provision is approved in writing by the Department (waiver request form is attached as Exhibit A-2). Waivers may be considered under the following conditions: (i) Contractor’s total costs for the services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor’s fees for services and/or the arrangements made to include those participants unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impede participation by members of the community to be served by the services.

**C. Immigration status.** In connection with the services provided under this Agreement, Contractor shall not inquire about a client or potential client’s immigration status unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) Contractor is required by law to inquire about such person’s immigration status.

**Section 9.03 Allegations of abuse or maltreatment.** Contractor will notify the Department within twenty-four (24) hours of promptly determining that reasonable cause exists to suspect that any of Contractor’s administrators or staff, including both paid and volunteer, has abused, maltreated, neglected, assaulted or endangered the welfare of any program participant. In addition, if such reasonable cause is found, Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by Contractor. The term abuse shall mean the infliction of physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ. The term maltreatment shall mean (i) treatment that results in serious physical injury other than by accidental means, or (ii) neglect or failure to exercise a minimum degree of care that impairs, or places in imminent danger of being impaired, the physical, mental or emotional condition of a program participant. Contractor shall provide telephone notice to the Department within twenty-four (24) hours of determining that reasonable cause exists, followed by a written report, to be delivered to the Department within three (3) business days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Registry (“SCR”).

**ARTICLE X — MISCELLANEOUS**

**Section 10.01 Headings.** The article, section, and paragraph headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify or add to the interpretation or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

**Section 10.02 Order of priority.** During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

* Standard Human Services Agreement (this document) along with the attached riders;
* Appendix A (General Provisions Governing [Discretionary Fund] Contracts for Consultants, Professional, Technical and Human Client Services), including the Whistleblower Protection Expansion Act Rider;
* Exhibit A (Designated Program Services Workscope);
* Exhibit A-1 (Fee Waiver Request Form);
* Exhibit A-2 (Budget);
* Exhibit B, Conflict of Interest Disclosure and Compliance Certification Form;
* Exhibit C, Lobbying Certification Form;
* Exhibit D, Certification by Insurance Broker or Agent; and
* Fiscal Manual.

**ARTICLE XI— SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE**

**Section 11.01 Availability of supportive services and technical assistance.** At its sole discretion, the City may provide, either directly or through its designee, technical assistance to Contractor in such areas as: (1) program planning, development, coordination, and dissemination of information; (2) preparation of reports and materials required by the City and/or other governmental entities with jurisdiction over Contractor’s activities relating to the operation of services funded through this

Agreement; (3) compliance with applicable Laws, guidelines, and administrative memoranda; and/or (4) issues or matters affecting Contractor’s performance under this Agreement.

**Section 11.02 Training.** At its sole discretion, the City may provide, either directly or through its designee, training/technical assistance to Contractor’s employees and Board members, relating to the management and operation of the program funded through this Agreement. If training and/or technical assistance is made available, Contractor must commit appropriate employees and Board members to attend/participate at training sessions, as instructed by the City or its designee.

**Section 11.03 Capacity Building and Oversight (CBO) Review for not-for-profit Contractors.** If requested by the Department, Contractor must complete the Mayor’s Office of Contract Services (“MOCS”) Capacity Building and Oversight (“CBO”) Review process. As part of that process, Contractor must submit specified documents to the CBO unit of MOCS, which then conducts an evaluation of Contractor and its operations for compliance with the terms of its contracts, its own by-laws, internal fiscal controls, applicable laws and regulations, and best practices in not-for-profit organization administration. The specified documents may include, but are not limited to, Contractor’s Internal Revenue Service (“IRS”) determination of tax exemption, the most recent IRS Form 990 filing (not including Schedule B to Form 990); the most recent audited financial statement (including the auditor’s letter to the management), the functional budget for the current fiscal year in the format approved by the Board of Directors, an organizational chart identifying key staff by title, a copy of the most recently-approved Board Minutes, the by-laws of the corporation, a roster of the membership of the Board of Directors, and a list of Board committees, Contractor’s current policies and procedures as adopted, and any other organizational documents, whether or not they are specifically required to be maintained pursuant to this contract or applicable laws and regulations. In the course of the CBO review process, MOCS may make recommendations to Contractor, request Contractor to take certain remedial actions and/or to implement certain policy changes. Any such recommendations, and Contractor’s responses thereto, will be provided to the Department for its consideration and any appropriate actions under this Agreement.

**Section 11.04 Disclaimer.** The technical assistance and training that the City, in its sole discretion, may provide to Contractor shall not be construed to be a condition precedent to Contractor’s obligation to provide the services funded through this Agreement in accordance with the Scope of Work.

**[NO FURTHER TEXT ON THIS PAGE]**

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement on the date first above written.

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|  | **CONTRACTOR**  |  | **THE CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT** |
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| BY: |  | BY: |  |
|  | Signature of Authorized Agent |  | Caroline Press |
|  |  |  | General Counsel |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |
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Approved as to Form and

Certified as to Legal Authority

 Acting Corporation Counsel

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|  | Signature of Authorized Agent |  | Caroline Press |
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 Acting Corporation Counsel



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|  |  |  | General Counsel |
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Certified as to Legal Authority

 Acting Corporation Counsel

**ACKNOWLEDGMENT BY CITY**

STATE OF NEW YORK )

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COUNTY OF NEW YORK )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_, before me personally came Caroline Press, to me known and known to me to be the GENERAL COUNSEL of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and she acknowledged to me that she executed the same for the purpose therein mentioned.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION**

State of      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County of      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ss:

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Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT BY CITY**

STATE OF NEW YORK )

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COUNTY OF NEW YORK )

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Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT BY CITY**

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Notary Public or Commissioner of Deeds

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Notary Public or Commissioner of Deeds

**ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP**

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On this\_\_ day of 20 before me personally came\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

to me known, who, being by me duly sworn did depose and say that he/she resides at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that he/she is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ partner of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a limited/general partnership existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public or Commissioner of Deeds.

**ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ss:

On this\_\_ day of 20 before me personally came\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

to me known, who, being by me duly sworn did depose and say that he/she resides at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public or Commissioner of Deeds.

**CONTINUITY OF OPERATIONS PLAN RIDER: TO BE USED FOR THOSE PROGRAMS WHERE CONTINUATION OF SERVICES IN THE IMMEDIATE AFTERMATH OF AN EMERGENCY IS ESSENTIAL FOR PUBLIC HEALTH OR SAFETY**

Prior to the commencement of services under this Agreement, Contractor shall submit for the Department’s review and approval a written Continuity of Operations Plan (“COOP”) for its business which indicates its ability to continue the provision of essential services to the Department in the event that a State of Emergency is declared by the Mayor. The vendor should seek guidance from the Department on how to develop a COOP plan. A COOP plan includes, but is not limited to: the identification of an alternate site of business; appointment of alternate personnel for identified essential staff; development of protocols for the safekeeping of vital business records; and, a transportation contingency plan for its employees.

Rider to Human Services Contracts

Access to Non-Public Areas

Effective April 16, 2018, Local Law 246 of 2017 is codified in the New York City Administrative Code at Section 4-210. The law in part applies to any contractor having regular contact with the public in the daily administration of human services at any location, whether or not on city property, where such services are provided under a City contract. Accordingly, Contractor agrees to the following requirements:

In connection with the services provided under this Agreement, Contractor shall not knowingly permit and shall ensure that its subcontractors do not knowingly permit Enforcement Personnel to have access to non-public areas of the facilities where the services are provided unless:

1. such Enforcement Personnel are authorized to have access pursuant to an agreement, contract, or subcontract;

2. such Enforcement Personnel present a judicial warrant;

3. access is otherwise required by law;

4. such Enforcement Personnel are accessing such non-public areas as part of a cooperative arrangement involving city, state, or federal agencies;

5. access furthers the purpose or mission of a city agency; or

6. exigent circumstances exist.

For the purposes of this rider, the phrase “Enforcement Personnel” means government personnel who are empowered to enforce civil or criminal laws, but excludes personnel of the City, the New York City Department of Education, or a local public benefit corporation or local public authority.

**Identifying Information Rider**

(To supplement the City Standard Human Services Contract, the Discretionary Fund Contract for human services contracts less than $100,000, other human services contracts and other contracts designated by the Chief Privacy Officer)

**Section 1.01 Background.**

Local Laws 245 and 247 of 2017 (codified at New York City Charter (“Charter”) Section 8 subdivision (h) and the Administrative Code of the City of New York (“Admin. Code”) Sections 23-1201 to -1205) are effective June 15, 2018. Such laws apply to human services contracts and other contracts designated by the City Chief Privacy Officer that involve the collection, retention, or disclosure of “Identifying Information” in connection with services provided under a City contract. Accordingly, in connection with the services provided under this Agreement, Contractor may collect, retain, and disclose Identifying Information only in accordance with the requirements of this Identifying Information Rider, the policies and protocols adopted pursuant to Admin. Code Sections 23-1201 to -1205, the other provisions of this Agreement and as otherwise required by law.

**Section 1.02 Definitions.**

1. “Agency” means the City agency or office through which the City has entered into this Agreement.

1. “Agency Privacy Officer” means the person designated to exercise functions under Admin. Code Sections 23-1201 to -1205 by the Agency through which the City is a party to this Agreement.

1. “City Chief Privacy Officer” means the person designated by the Mayor pursuant to Charter Section 8 subdivision (h) as the City’s Chief Privacy Officer or such person’s designee.

1. “Exigent Circumstances” means circumstances where collection or disclosure is urgently necessary, such that procedures that would otherwise be required cannot be followed.

1. “Identifying Information” means any information provided by the City to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual. Identifying Information includes, but is not limited to: name, sexual orientation, gender identity, race, marital or partnership status, status as a victim of domestic violence or sexual assault, status as a crime victim or witness, citizenship or immigration status, eligibility for or receipt of public assistance or city services, all information obtained from an individual’s income tax records, an individual’s Social Security number, information obtained from any surveillance system operated by, for the benefit of, or at the direction of the New York City Police Department, motor vehicle information or license plate number, biometrics such as fingerprints and photographs, languages spoken, religion, nationality, country of origin, place of birth, date of birth, arrest record or criminal conviction, employment status, employer information, current and previous home and work addresses, contact information such as phone number and email address, information concerning social media accounts, date and/or time of release from the custody of the Administration for Children’s Services, the Department of Correction, or the New York City Police Department, any scheduled court appearances, any scheduled appointments with the City, the Contractor or its subcontractor that provides human services or other services designated by the City Chief Privacy Officer, and any other category of information designated by the City Chief Privacy Officer.

**Section 1.03 Collection.**

Absent Exigent Circumstances, Contractor shall not collect Identifying Information unless such collection (a) has been approved by the Agency Privacy Officer or the City Chief Privacy Officer and the collection of such Identifying Information is in furtherance of Contractor’s obligations under this Agreement; (b) is required by law or treaty; (c) is required by the New York City Police Department in connection with a criminal investigation; or (d) is required by a City agency in connection with the welfare of a minor or other individual who is not legally competent.

**Section 1.04 Disclosure.**

* 1. Absent Exigent Circumstances, Contractor shall not disclose Identifying Information unless such disclosure (a) has been authorized in writing by the individual to whom such information pertains or, if such individual is a minor or is otherwise not legally competent, by such individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual; (b) has been approved by the Agency Privacy Officer or the City Chief Privacy Officer and the disclosure of such Identifying Information is in furtherance of Contractor’s obligations under this Agreement; (c) is required by law or treaty; (d) is required by the New York City Police Department in connection with a criminal investigation; or (e) is required by a City agency in connection with the welfare of a minor or other individual who is not legally competent.
	2. If Contractor discloses an individual’s Identifying Information in violation of this Rider, Contractor shall notify the Agency Privacy Officer. In addition, if such disclosure requires notification to the affected individual(s) pursuant to the policies and protocols promulgated by the City Chief Privacy Officer under subdivision 6 of Section 23-1203, in the discretion of the Agency Privacy Officer Contractor shall either (i) make reasonable efforts to notify such individual(s) in writing of the Identifying Information disclosed and to whom it was disclosed as soon as practicable or (ii) cooperate with the Agency’s efforts to notify such individual(s) in writing. The City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, administrative or judicial order, or the City Chief Privacy Officer to address the disclosure, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a disclosure by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Agency shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies remaining to be earned or paid under this AgreemenE.t are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.
	3. Section 1.04(B) shall not require any notification that would violate any law or interfere with an investigation or otherwise compromise public safety pursuant to subdivision e of Section 23-1204.

**Section 1.05 Exigent Circumstances.**

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

**Section 1.06 Retention.**

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

**Section 1.07 Reporting.**

Contractor shall provide the Agency with reports as requested by the Agency Privacy Officer or City Chief Privacy Officer regarding the collection, retention, and disclosure of Identifying Information by Contractor. Each such report shall include information concerning Identifying Information collected, retained, and disclosed, including: (a) the types of Identifying Information collected, retained, or disclosed; (b) the types of collections and disclosures classified as “routine” and any collections or disclosures approved by the Agency Privacy Officer or City Chief Privacy Officer; and (c) any other related information that may be reasonably required by the Agency Privacy Officer or City Chief Privacy Officer.

**Section 1.08 Coordination with Agency Privacy Officer.**

The Agency may assign powers and duties of the Agency Privacy Officer to Contractor for purposes of this Agreement. In such event, Contractor shall exercise those powers and duties in accordance with applicable law in relation to the Agreement, and shall comply with reasonable directions of the Agency Privacy Officer and City Chief Privacy Officer concerning coordination and reporting.

**Section 1.09 Conflicts with Provisions Governing Records, Audits, Reports and Investigations.**

To the extent allowed by law, the provisions of this Rider shall control if there is a conflict between any of the provisions of this Rider and, as applicable, either (i) Article 5 of Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services); (ii) if the value of this Agreement is $100,000 or less and the Agreement is funded by City Council Discretionary Funds, Article 7(E) and Rider 1, Article 1 of the Agreement; or (iii) if neither (i) nor (ii) apply, the Investigations Clause, and other provisions concerning records retention, inspections, audits, and reports designated elsewhere in the Agreement. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.

**Section 1.10 Subcontracts.**

1. Contractor shall include this Rider in all subcontracts to provide human services or other services designated in the policies and protocols of the City Chief Privacy Officer.
2. Contractor agrees that it is fully responsible to the Agency for the compliance with this Rider by its subcontractors that provide human services or other services designated by the City Chief Privacy Officer.

**Section 1.11 Disclosures of Identifying Information to Third Parties.**

Contractor shall comply with the City Chief Privacy Officer’s policies and protocols concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

Rider to Human Services Contracts

Indirect Cost Rate Development and Application Policies and Procedures Manual

Effective immediately, the City of New York Health and Human Services Cost Policies and Procedures Manual (“Cost Manual”), available at nyc.gov/nrc, is hereby incorporated into and made a part of the Standard Human Services Contract. If there is a conflict between the terms of the Fiscal Manual (as defined in the Standard Human Services Contract) and the Cost Manual, the Cost Manual shall take precedence.

**Cost Manual Acknowledgement**

The undersigned hereby confirm and acknowledge that they have accessed and read the City of New York Health and Human Services Cost Policies and Procedures Manual (“Cost Manual”) available at [www.nyc.gov/nrc](http://www.nyc.gov/nrc), and that they agree to comply with all terms set forth therein.

|  |  |
| --- | --- |
|  | **CONTRACTOR**  |
|  |  |
| BY: |  |
|  |  |
|  | Authorized Agent: |
|  |  |
|  |       |
|  | Name *(Print)* |
|  |  |
|  |       |
|  | Title *(Print)* |
|  |  |
|  |  |
|  | Date |
|  |  |
|  |       |
|  | Fed. Employer I.D. No. |
|  |  |

**EXHIBIT A**

**DESIGNATED PROGRAM SERVICES WORKSCOPE**

Requirements for All Designated Program Services

1. If legal services to immigrants on matters of adjusting status are included in the Designated Program Services:
	1. Contractor must either:

 i. have a person licensed to practice law in the State of New York who, within the past five (5) years, has acquired a minimum of two (2) years of legal experience in immigration law ("Attorney"), who may be either employed or retained as a consultant by Contractor, and who shall review and sign each application before it is filed and supervise the work of any non-attorney assigned to legal matters; or

 ii. have a status of official recognition from the Board of Immigration Appeals ("BIA") for the agency, as well as have staff who are BIA-accredited and oversee the completion of, and sign each application before filing.

* 1. Any Attorney or BIA-accredited staff responsible for completing, reviewing and signing the applications must have the opportunity to meet with each applicant during the process to address any issue(s) which might adversely affect the application.
	2. Professional Liability Insurance shall be maintained by the Contractor or retained Attorney in the amount of at least one million dollars ($1,000,000) per claim. Contractor shall provide to the Department, at the time of the request for approval of this Agreement or any Attorney retainer agreement, evidence of such Professional Liability Insurance on forms acceptable to the Department.
1. Designated Program Services reimbursed under this Agreement shall be of good quality, shall maximize the effectiveness of the Discretionary Funds awarded to them, and shall not be funded from any other public or private source.
2. Designated Program Services and the facility(s) in which they are provided shall have received, and shall maintain for the Term, all applicable certifications, licenses, permits, and governmental approvals.
3. Eligibility for or participation in Designated Program Services shall not be restricted on the basis of actual or perceived age, race, color, creed, national origin, alienage or citizenship status, sex, gender, sexual orientation, disability (including presence of a service dog), marital status, partnership status, military status, or any other class protected from discrimination by federal, state, or local law.
4. Designated Program Services shall not be targeted to specialized populations based on actual or perceived age, race, color, creed, national origin, alienage or citizenship status, sex, gender, sexual orientation, disability (including presence of a service dog), marital status, partnership status, military status, or any other class protected from discrimination by federal, state, or local law without written authorization by the Department to do so.
5. Designated Program Services delivered in public or private schools:
	1. shall not be restricted to students who attend the school or their families;
	2. shall be publicly advertised in a manner calculated to invite participation on a non-discriminatory basis by students and families in the community;
	3. shall be limited to out-of-school time activities or other proper public purposes; and
	4. shall be provided only at times other than the regularly scheduled school day.
6. Incidents shall be reported as follows:
	1. Contractor will notify the Department of any injury to any participant, employee, volunteer, officer, visitor, or any other person which occurs in connection with the Designated Program Services and of any damage to the program site or any damage to or theft of equipment purchased with Discretionary Funds. Telephone notification must be given to the Department within twenty-four (24) hours of the incident, followed by a written report on the Department’s Incident Report Form delivered to the Department within three (3) working days.
	2. Contractor will notify the Department of any incident or allegation of abuse of a participant by any of Contractor’s staff, paid or volunteer. The term “abuse” here means any physical, sexual, emotional, or verbal abuse, or any other maltreatment of a program participant. This notification must be made by telephone to the Department immediately upon discovery, followed by a written report on the Department’s Incident Report Form within three (3) working days. 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.

**Appendix A Workscope**

|  |  |  |  |
| --- | --- | --- | --- |
| Provider’s Name |       | DYCD PIN: |       |
| Executive Director |       | Email: |       |
| Telephone: |       |
| Program Name |       |
| Program Director/ Coordinator |       | Email: |       |
| Cell: |       |
| Provider’s Main Address |       |
| City |       | State |       | Zip |       |

**Discretionary Awards for this Contract**

|  |  |  |
| --- | --- | --- |
| **MOCS ID** (Ex. FY20 5210) | **Purpose of Funds**(Use exact language as NYC’s Budget and Schedule C) | **Program Services** *Describe in detail program daily operations (Ex. After School Program servicing students from 5-12 yrs. Old. Daily scheduled activities include Homework Help for 1 hour, STEAM activities for 45 min and Basketball/Swimming for 45 min. We play organized sports on Fridays.)*  |
| 1.       |       |       |
| 2.      |       |       |
| 3.      |       |       |
| 4.      |       |       |
| 5.      |       |       |

**INITIATIVES**

|  |
| --- |
| **Select Funding Initiative – (The initiative(s) provided by Program Manager)****\*\*Select all that apply, based on the initiative(s) approved on the latest cleared list**  |
| **[ ]  A Greener NYC** | **[ ]  Access to Healthy Food and Nutritional Education** | **[ ]  Adult Literacy Initiative** |
| **[ ]  After School Enrichment Initiative**  | **[ ]  Anti-Poverty** | **[ ]  Big Brothers/Big Sisters** |
| **[ ]  CASA** | **[ ]  Census 2020** | **[ ]  City’s First Readers** |
| **[ ]  Civic Education in New York City Schools**  | **[ ]  Communities of Color** | **[ ]  Cultural Immigrant Initiatives** |
| **[ ]  CUNY Citizenship Now** | **[ ]  Digital Inclusion and Literacy** | **[ ]  Diversity, Inclusion and Equity in Tech Initiative** |
| **[ ]  Educational Program for Students** | **[ ]  Food Pantries** | **[ ]  Green Jobs** |
| **[ ]  Jill Chaifetz Helpline**  | **[ ]  Job Training and Placement**  | **[ ]  Key to the City** |
| **[ ]  LGBTQ Inclusive Curriculum** | **[ ]  NYC Clean Up** | **[ ]  Parks Equity** |
| **[ ]  Physical Ed and Fitness** | **[ ]  Speakers Initiative** | **[ ]  Sports Training and Role Models for Success (STARS) Initiative**  |
| **[ ]  Step In and Stop It Initiative to Address Bystander Intervention** | **[ ]  Trans Equity Program** | **[ ]  Veteran’s Community Dev** |
| **[ ]  Young Women’s Leadership Development**  | **[ ]  Youth** | **[ ]  Youth Build Project Initiative**  |
| **[ ]  Other (explain)**       |  |  |

**Age Group**

**[ ]  Pre- K [ ]  Kinder/ Elementary School [ ]  Middle School [ ]  High School [ ]  Adult (18+) [ ]  Senior (62+)**

**Licenses**

**[ ]  SACC (School Age Child Care) Lic. #**      **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***List SACC License number for applicable programs (services to children), and any other applicable license and corresponding License # below***

**Other License:**      **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lic. # :**      **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Scope of Services**

**[ ]  Neighborhood Wide [ ] Borough Wide [ ]  City Wide**

**Indicate Neighborhood** *If “Neighborhood Wide” was checked, list which neighborhood(s) your programs occur in.* **(Ex.** Bushwick, Soho**):**      **\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ONE DAY EVENTS**

**Event Date: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time:**      **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **Type of Event** |       |
| **Event Contact Person** |       |
| **Contact Telephone / E-mail** |       |
| **Event Location / Description** |       |
| **Estimated Participants** |       |

**Event Date: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time:**      **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **Type of Event** |       |
| **Event Contact Person** |       |
| **Contact Telephone / E-mail** |       |
| **Event Location / Description** |       |
| **Estimated Participants** |       |

**Event Date: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time:**      **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **Type of Event** |       |
| **Event Contact Person** |       |
| **Contact Telephone / E-mail** |       |
| **Event Location / Description** |       |
| **Estimated Participants** |       |

 (Attach additional pages as needed)

**PROGRAM SCHEDULE**

|  |  |
| --- | --- |
| **Program Name** |       |
| **Site Name (Ex. PS 128)** |       |
| **Site Address** |       |
| **Program Schedule Description****(Brief description of program schedule)** |       |
| **Projected Participant Enrollment** | **Projected Daily Participant Attendance (ADA)** | **Volunteers in the program (Y/N)** |
|       |       |       |
| **Start, End Dates, Days of the Week and Hours the program is in session**\* If programs are **[ ]** drop-in, **[ ]** by appointment or **[ ]** irregular, **ONLY** indicate # of sessions/week and # of hours/week |
| **Start Date** |       | **End Date** |       |
| **# of hours per week**  |       | **Sessions per week** |       |
| **Program Hours** | **Sunday** | **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** | **Saturday** |
|       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |

**PROGRAM SCHEDULE**

|  |  |
| --- | --- |
| **Program Name** |       |
| **Site Name (Ex. PS 128)** |       |
| **Site Address** |       |
| **Program Schedule Description****(Brief description of program schedule)** |       |
| **Projected Participant Enrollment** | **Projected Daily Participant Attendance (ADA)** | **Projected Participant Enrollment** |
|       |       |       |
| **Start, End Dates, Days of the Week and Hours the program is in session**\* If programs are **[ ]** drop-in, **[ ]** by appointment or **[ ]** irregular, **ONLY** indicate # of sessions/week and # of hours/week |
| **Start Date** |       | **Start Date** |       |
| **# of hours per week**  |       | **# of hours per week**  |       |
| **Program Hours** | **Sunday** | **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** | **Saturday** |
|       |       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |       |
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|       |       |       |       |       |       |       |       |

(Attach additional pages as needed)

**DEMOGRAPHICS**

*Provide unduplicated enrollment numbers for all activities including one day events*

|  |  |
| --- | --- |
| **Ethnicity** | **#** |
|  Hispanic/Latino(a) |       |
|
|
| Non- Hispanic/Latino(a) |        |
|
|
|  |  |
| **TOTAL** |        |

|  |  |
| --- | --- |
|  **Race** | **#** |
| White/Caucasian |        |
| Black/African American |        |
| Asian |        |
| Native Hawaiian / Other Pacific Islander |        |
| American Indian / Alaska Native |        |
| Other |        |
|  |  |
|  **TOTAL** |        |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Ages** | **#** |  | **Borough** | **#** |  | **Gender** | **#** |
| 0-4 |        |  | Bronx |        |  | Male |        |
| 5-9 |        |  | Brooklyn |        |  |
| 10-13 |        |  | Manhattan |        |  | Female |        |
| 14-16 |        |  | Queens |        |  |
| 17-24 |        |  | Staten Island |        |  | Non-Conforming Gender |        |
| 24+ |        |  | **Citywide\*** |        |  |
|  |  | \*Please do not include citywide totals in borough totals |  |  |  |
| **TOTAL** |        |  | **TOTAL** |        |  | **TOTAL** |        |

**BUDGET**

|  |
| --- |
| **NARRATIVE OF HOW FUNDING/BUDGET WILL BE USED** (Please include every line item that has funds allocated in your **DISCRETIONARY** budget.)  |
| **Total Contract Amount: \_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *Fill in total amount awarded in* ***Discretionary*** *funding* |
| Funds will be used for: |
| **Personnel Services** |
| **[ ]** Salaries and Wages | **[ ]** Fringe Benefits | **[ ]** Central Insurance Program (CIP)  |
| **Non-Staff Services** |
| **[ ]** Consultants | **[ ]** Subcontractors | **[ ]** Stipends |
| **[ ]** Vendors | **[ ]** Fiscal Conduit |  |
| **Other Than Personnel Services** |
| **[ ]** Consumable Supplies | **[ ]** Equipment Purchase | **[ ]** Equipment Other |
| **[ ]** Space Cost | **[ ]** Travel | **[ ]** Utilities & Telephone |
| **[ ]** Other Operational Costs | **[ ]** Van Maintenance | **[ ]** Fiscal Agent Services |

**PERSONNEL**

\*If you selected Salaries and Wages. List the names and tittles of the salaried employees allocated to this contract. In case of staff change during FY, indicate name of currently employed staff.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Full Name** | **Title (List Internal Title & DYCD Budget Title** | **FT/PT** |  | **Full Name** | **Title (List Internal Title & DYCD Budget Title** | **FT/PT** |
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**Detail of Other Operational Costs (Line 3710 in Budget)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Amount** |  | **Category** | **Amount** |
| Admissions Fees |       |  | Participant T-Shirts/Uniforms |       |
| Audit Fees |       |  | Postage |       |
| Awards |       |  | Printing |       |
| Bank Charges |       |  | Publication Fees |       |
| Computer Set Up/Wiring Costs |       |  | Sporting/Recreational/Program Supplies |       |
| General Liability Insurance |       |  | Subscription Costs |       |
| Food and Refreshments |       |  | Other (list in detail): |       |

# contractor INFORMATION

|  |
| --- |
| **Basic Data** |
| **Primary Name:**       |
| **Additional Name:**       |
| **Name of Executive Director:**       |
| **Office Location (Street Address & Suite Number):**       |
| **City:**       | **State:**       | **Zip:**       |
| **Contractor General Telephone (1):**       |
| **Contractor General Telephone (2):**       |
| **Mailing Address:**       |
| **City:**       | **State:**       | **Zip:**       |
| **Contact Name/Title:**       |
| **Contact Telephone:**       |
| **Contact Fax:**       |
| **Contact Email:**       |
|  |
| *Board Chairperson Information* |
| **Name of Chairperson of the Board:**       |
| **Address of the Chairperson:**       |
| **Telephone Number of the Chairperson:**       |
| **Email Address of Chairperson:**       |

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|  | ***Board of Directors List*** |  |  |  |  |  |  |  |
| **Organization:** |  |  |  |  |  |
| **EIN:** |       |  |  |  |  |  |  |  |
| **Last Updated:** |       |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Position** | **Last Name** | **First Name** | ***Member Since*** | ***Email*** | ***Phone*** | ***Area of Expertise*** | **New York City Employee? Y/N** | **Notes** |
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| **City Employee List** |
| **Last Name** | **First Name** | **Agency** | **Title** |
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**EXHIBIT A-1**

[**FEE**](http://www.nyc.gov/html/dycd/html/resources/cbo_budgets.shtml) **WAIVER REQUEST FORM**

|  |
| --- |
| **Fees/Fee Waiver Requests – Contract ID**      **\_\_\_\_\_\_\_\_\_\_\_****CBO NAME:**      **\_\_\_\_\_\_\_\_\_\_\_** |
| Please use this form to indicate either that no fees are charged or to make a fee waiver request. |
| An organization receiving discretionary funds represents and warrants that no fees, payments, purchases, or other fundraising activities are conditions for program participation, unless it has submitted this Fee Waiver Request Form and DYCD has approved the request in writing (See Agreement, Article 2, Section C). |

|  |
| --- |
| (1) Are participants charged any fees? (check one) |
| **YES** [ ]  **NO** [ ]  |
| If “YES”, please continue. If “NO”, no further information is necessary. |
|

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|       |

(2) Organization’s total budget from all sources (including this contract’s discretionary funding)  |
|

|  |
| --- |
|       |

 (3) Total number of program participants  |
| (4) Total amount each participant is charged and how fees are billed (e.g., $10/per week, $40/per month, $480/per year/season, etc.)

|  |
| --- |
|       |

 |
| (5) How does the organization advertise the program? (check all that apply) Newspapers [ ]  Flyers [ ]  Online [ ]  Other [ ]       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| (6) Explain how the fee is determined, including information about what comparable programs charge.      |
| (7) Describe how the fees will be spent to support the program that receives discretionary funding (attach additional pages, if necessary).       |
| (8) Does this contract support a DYCD-funded program? YES [ ]  NO [ ]  |
| If yes, identify the program area and contract number (e.g., COMPASS, Contract ID 5555N):

|  |
| --- |
|       |
|       |

 Program Area: Contract ID #: |

|  |
| --- |
| **Fees/Fee Waiver Requests – Contract ID**      **\_\_\_\_\_\_\_\_\_\_\_ (continued)** |
| (9) How does the organization handle participants who cannot pay a fee? (check all that apply)* A sliding fee scale based on income is utilized [ ]

 (provide sliding scale detail and include a copy of any related participant forms)* A certain number of free slots are set aside [ ]  No. of Slots:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Scholarships are offered [ ]  No. of Scholarships:      \_\_\_\_\_\_\_\_\_\_

 (provide detail on selection process and include sample application)* If another method is utilized, please detail below (attach additional pages if necessary)

|  |
| --- |
|       |

 |
| (10) Contractor Authorized Agent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_Print Name: Title:Phone: Email: Email: |
| **DYCD USE ONLY**DYCD action: Approve ☐ Denied ☐DYCD General Counsel Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Your organization will be notified by DYCD as to whether or not the Fee Waiver Request has been approved.** |

**EXHIBIT A-2**

[**BUDGET**](http://www.nyc.gov/html/dycd/html/resources/cbo_budgets.shtml)

**EXHIBIT B**

**CONFLICT OF INTEREST DISCLOSURE**

**AND COMPLIANCE CERTIFICATION FORM**

|  |
| --- |
| **CITY OF NEW YORKEXHIBIT BConflict of Interest Disclosure and Compliance Certification** |

*A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.*

**No Conflict of Interest:** Except as otherwise fully disclosed below (attach additional pages as needed), the Vendor affirms, to the best of its knowledge, information and belief, that no City Elected Official, nor any person associated with any City Elected Official, is an employee, Director or Trustee, Officer or consultant to/of, or has any financial interest, direct or indirect, in the organization, or has received or will receive any financial benefit, directly or indirectly, from the organization or from this funding. For the purposes of this certification, “associated” persons include: a spouse, domestic partner, child, parent or sibling of a City Elected Official; a person with whom a City Elected Official has a business or other financial relationship, including but not limited to employees of a City Elected Official and/or a spouse, domestic partner, child, parent or sibling of such employees; and each firm in which a City Elected Official has a present or potential interest.

***NOTE:*** *THE VENDOR IS ENCOURAGED TO DISCLOSE ANY CONNECTION TO A CITY ELECTED OFFICIAL THAT COULD CREATE AN APPEARANCE OF A CONFLICT OF INTEREST, REGARDLESS OF WHETHER IT MEETS THE LISTED DEFINITIONS.*

**Incorporation:** Vendor is incorporated under NYS Not-for-Profit Corp. Law (√ one) □ Yes □ No *(explain* below)

Explain corporate status if you are not incorporated under the Not-for-Profit Corporation Law:

***NOTE:*** *INFORMATION CONCERNING THE VENDOR’S CORPORATE STATUS WILL BE USED BY THE CITY TO VERIFY COMPLIANCE WITH APPLICABLE REQUIREMENTS FOR CHARITIES REGISTRATION, PAYMENT OF TAXES AND OTHER LEGAL MANDATES AND THIS CONTRACT WILL NOT BE ENTERED INTO UNLESS THE VENDOR IS IN COMPLIANCE.*

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Vendor |  | Signature of Authorized Official / Date |
|  |  |  |
| Vendor’s Address |  | Print Name / Title of Signer  |
|  |  |  |
| City / State / Zip Code |  | Vendor’s EIN |
|  |  |  |
| Phone Number |  | Email Address |
|  |  |  |

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public or Commissioner of Deeds

|  |
| --- |
| **CITY OF NEW YORKEXHIBIT BConflict of Interest Disclosure and Compliance Certification** |

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|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Vendor |  | Signature of Authorized Official / Date |
|  |  |  |
| Vendor’s Address |  | Print Name / Title of Signer  |
|  |  |  |
| City / State / Zip Code |  | Vendor’s EIN |
|  |  |  |
| Phone Number |  | Email Address |
|  |  |  |

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public or Commissioner of Deeds

|  |
| --- |
| **CITY OF NEW YORKEXHIBIT BConflict of Interest Disclosure and Compliance Certification** |

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|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of Vendor |  | Signature of Authorized Official / Date |
|  |  |  |
| Vendor’s Address |  | Print Name / Title of Signer  |
|  |  |  |
| City / State / Zip Code |  | Vendor’s EIN |
|  |  |  |
| Phone Number |  | Email Address |
|  |  |  |

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public or Commissioner of Deeds

**EXHIBIT C**

**LOBBYING CERTIFICATION FORM**

**EXHIBIT C**

**LOBBYING CERTIFICATION FORM**

*The City Council has asked City agencies to require vendors funded by City Council discretionary awards to certify that they are in compliance with New York City and New York State Lobbying Laws. For questions concerning this form, contact the agency awarding the contract associated with the discretionary award. For information about lobbying filing requirements, visit: http://www.cityclerk.nyc.gov/html/lobbying/lobbying\_bureau.shtml.*

**LOBBYING CERTIFICATION**

The undersigned affirms and declares that the Vendor is in compliance with the lobbying registration requirements of the New York City and New York State Lobbying Laws. See Administrative Code of the City of New York (“Administrative Code”) § 3-211 et seq. and New York Legislative Law §1-a et seq., respectively. The Vendor’s registration status is disclosed below.

Legal Name of Vendor:

Address:

City:  State:  Zip:

EIN/TIN:  Tel. No.:

E-mail:

**CHECK ALL THAT ARE APPLICABLE:**

**[ ]  Currently registered as a Lobbyist with the New York City Clerk in accordance with §3-213 of the Administrative Code as       [insert name(s) of individual or organization].**

**[ ]  Currently in compliance with the filing requirements applicable to Clients pursuant to §3-217 of the Administrative Code as       [insert name(s) of individual or organization].**

**[ ]  Currently registered as a Lobbyist with the New York State Joint Commission on Public Ethics pursuant to section 1-e of the Legislative Law.**

**[ ]  Currently in compliance with the filing requirements applicable to Clients pursuant to section 1-j of the Legislative Law.**

**[ ]  Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the Administrative Code.**

**[ ]  Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the Legislative Law.**

**NOTE: A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.**

**Name of Authorized Official**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Authorized Official Date**

**EXHIBIT C**

**LOBBYING CERTIFICATION FORM**

*The City Council has asked City agencies to require vendors funded by City Council discretionary awards to certify that they are in compliance with New York City and New York State Lobbying Laws. For questions concerning this form, contact the agency awarding the contract associated with the discretionary award. For information about lobbying filing requirements, visit: http://www.cityclerk.nyc.gov/html/lobbying/lobbying\_bureau.shtml.*

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Address:

City:  State:  Zip:

EIN/TIN:  Tel. No.:

E-mail:

**CHECK ALL THAT ARE APPLICABLE:**

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**Name of Authorized Official**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Authorized Official Date**

**EXHIBIT C**

**LOBBYING CERTIFICATION FORM**

*The City Council has asked City agencies to require vendors funded by City Council discretionary awards to certify that they are in compliance with New York City and New York State Lobbying Laws. For questions concerning this form, contact the agency awarding the contract associated with the discretionary award. For information about lobbying filing requirements, visit: http://www.cityclerk.nyc.gov/html/lobbying/lobbying\_bureau.shtml.*

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Address:

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**[ ]  Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the Administrative Code.**

**[ ]  Is not currently required to register as a Lobbyist or comply with filing requirements applicable to Clients pursuant to the Legislative Law.**

**NOTE: A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION, AND/OR THE FAILURE TO CONDUCT APPROPRIATE DUE DILIGENCE IN VERIFYING THE INFORMATION THAT IS THE SUBJECT MATTER OF THIS CERTIFICATION, MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE FOR THE PURPOSE OF CONTRACT AWARD, AND A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS CERTIFICATION MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.**

**Name of Authorized Official**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Authorized Official Date**

**EXHIBIT D**

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

**CERTIFICATES OF INSURANCE**

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers’ Compensation Insurance, Employer’s Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

1. the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

1. copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

**CITY OF NEW YORK**

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

 The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

CBO Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Address of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Email address of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Phone number/Fax number of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Signature of authorized official, broker, or agent]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name and title of authorized official, broker, or agent (typewritten)]

State of ……………………….)

 ) ss.:

County of …………………….)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. As of July 1, 2021, this provision applies to contractors with gross revenues between $250,000 and $1,000,000. [↑](#footnote-ref-1)