**THIS AGREEMENT**, effective July 1, 2025,between the **City of New York (“City”)** acting by and through its Department of Youth and Community Development(**“Department”**) having its principal 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 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 1. TERM**

1. Term

The term of this Agreement begins on July 1, 2025 for a period of three (3) years through June 30, 2028, subject to the provisions of Article 1 Section C. The Department shall have the right to terminate this Agreement without cause provided that written notice of termination is given at least thirty (30) days prior to the effective date of the proposed termination.

1. Renewal

The Department may not renew this Agreement for any subsequent period(s).

1. Future Funding

Because the period of performance contemplated by this Agreement involves performance by Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of discretionary funds by the City Council and designation of Contractor as the recipient for such subsequent City fiscal year(s) and Contractor understands that the Department is under no obligation to continue its funding in such subsequent fiscal years except as expressly set forth herein. Contractor further understands that any funding in any fiscal year subsequent to the fiscal year for which the services here contracted for is subject to City Council Policies and Procedures (which may be found online at https://council.nyc.gov/budget/discretionary-funding-policies-and-procedures/), the Contractor’s timely submission of Discretionary Funding Expense Application(s) to the City Council for the applicable fiscal year, the appropriation of Discretionary Funding and designation of Contractor as the recipient by the City Council and all necessary clearances.

**ARTICLE 2. SCOPE OF SERVICES**

A. Contractor shall provide services in the manner and at the levels set forth in the attached Exhibit A. If requested by the Department, 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.

1. Contractor’s provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes. There shall be no religious worship, instruction or proselytizing as part of or in connection with Contractor’s provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.
2. 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 impede participation by members of the community to be served by the services.
3. Contractor agrees to report program information to DYCD as requested by DYCD, using such systems, platforms, programs, or databases (collectively, “DYCD Systems”) as DYCD directs. Contractor further agrees to participate in training on such DYCD Systems as necessary to use them correctly, and to maintain appropriate confidentiality measures, including by ensuring that access to those systems is made available only to individuals whose DYCD contracted related job function require such access. Further, Contractor agrees to periodically review and update who on its staff requires such access, and to timely inform DYCD of any changes in access and to cooperate with DYCD in updating any DYCD Systems access.

**ARTICLE 3. FINANCIAL PROVISIONS**

A. Maximum Reimbursable Amount

The Department shall pay Contractor the cleared award amount of $ for all services provided under the Agreement during the first year of the term of this Agreement. Subject to the Contractor’s timely submission of Discretionary Funding Expense Application(s) to the City Council for the applicable fiscal year, the appropriation and designation of Discretionary Funding by the City Council and all necessary clearances, the Department shall use reasonable good faith efforts to process a budget amendment to allocate funding and pay the Contractor an amount not to exceed the Not Designated/Not Authorized funding line designated in the Budget for all services provided under the Agreement during the first year of this Agreement or the additional second or third years of the Term of this Agreement. Payment shall be made in accordance with the Budget approved by the Department and made a part hereof as Exhibit A-1 “Budget” and the Fiscal Manual on a line item cost reimbursement basis. There is no guarantee that any funding shall be appropriated, awarded and/or cleared. This Agreement shall not obligate the City Council or the Department beyond the total amount designated or authorized in the Budget in the absence of a budget modification or duly executed contract amendment registered pursuant to Charter § 328.

B. Invoices

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. 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 shall submit financial reports and invoices, along with required documentation, to the Department in accordance with the terms of the Fiscal Manual.

C. Audit

All receipts, management and disbursement of funds provided by the City pursuant to this Agreement, and the books, records and accounts evidencing such receipts, management and disbursements, are subject to audit by the City, including the City Comptroller, pursuant to the powers and responsibilities conferred upon the City by the New York City Charter and Administrative Code (the “Charter” and “Administrative Code,” respectively), as well as all orders and regulations promulgated pursuant thereto.

**ARTICLE 4. INDEMNIFICATION AND INSURANCE**

A. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the City, its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with law or any of the requirements of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude the City, its officials or employees from being completely indemnified by Contractor, the City and its officials and employees shall be partially indemnified by Contractor to the fullest extent permitted by law.

B. Workers’ Compensation, Employer’s Liability, and Disability Benefits

1. Workers’ Compensation, Employer’s Liability, and Disability Benefits. Contractor shall maintain Workers’ Compensation Insurance, Employer’s Liability Insurance, and Disability Benefits Insurance, in accordance with the laws of the State of New York on behalf of, or in regard to, all employees providing services under this Agreement.
2. Proof of Insurance. Prior to or upon execution of this Agreement, Contractor shall submit proof of Contractor’s Workers’ Compensation Insurance and Disability Benefits Insurance or a Certificate of Attestation of Exemption to the Department in a form approved by the New York State Workers’ Compensation Board. ACORD forms are not acceptable proof of such insurance.

**[NOTE: THE AGENCY MAY WAIVE PARAGRAPH C FOR CONTRACTS LESS THAN $25,000.]**

C. Commercial General Liability Insurance and Commercial Automobile Insurance

1. Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability Insurance in the amount of at least One Million Dollars ($1,000,000) per occurrence for bodily injury (including death) and property damage, One Million Dollars ($1,000,000) for personal and advertising injury (unless waived in writing by the Department), and One Million Dollars ($1,000,000) in the aggregate, covering operations under this Agreement. Coverage shall be at least as broad as the coverage provided by the most recently issued Insurance Services Office (“ISO”) Form CG 00 01, and shall be “occurrence” based rather than “claims-made.” Such Commercial General Liability Insurance shall include the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26.
2. Commercial Automobile Liability Insurance. If vehicles are used in the provision of services under this Agreement, Contractor shall maintain Commercial Automobile Liability Insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non‑owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01.
3. Requirements. The policies of insurance required under this Article 4(C) shall be provided by companies that may lawfully issue such policies and have an A.M. Best rating of at least A- / VII, a Standard & Poor’s rating of at least A, a Moody’s Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department. All such insurance shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.
4. Waiver. Contractor waives all rights against the City, including its officials and employees, for any damages or losses that are covered by Commercial General Liability Insurance (whether or not such insurance is actually procured or claims are paid thereunder) or any other liability insurance applicable to the operations of Contractor and/or its subcontractors in the performance of this Agreement.
5. Proof of Insurance. Prior to or upon execution of this Agreement, Contractor shall provide the following proof of Commercial General Liability Insurance and, if vehicles are used in the provision of services under this Agreement, Commercial Automobile Insurance:
	* 1. A certificate of insurance, the required additional insured endorsement for the Commercial General Liability Insurance policy, and a completed “Certification by Insurance Broker or Agent” in the form contained in Exhibit D; or
		2. A copy of the Commercial General Liability Insurance and, if applicable, Commercial Automobile Insurance policies as certified by an authorized representative of the issuing insurance carrier.
6. Demand for Policy. Contractor shall provide the City with a copy of the Commercial General Liability Insurance policy or the Commercial Automobile Insurance policy or both upon demand by the Commissioner or the New York City Law Department.

**ARTICLE 5. CONFLICTS**

A. Procurement of Agreement

Contractor represents and warrants that Contractor is in compliance with the requirements of the New York City and New York State Lobbying Laws (Administrative Code § 3-211 *et seq*. and Legislative Law § 1-a *et seq*., respectively) and that any individual or organization who conducted any lobbying on Contractor’s behalf in order to solicit or secure this Agreement or the funding for this Agreement is disclosed on the attached Exhibit C. Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. Conflict of Interest

1. Contractor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with Contractor in the performance of this Agreement.

2. Consistent with Charter § 2604 and other related provisions of the Charter, the Administrative Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Article 5(B)(2) shall not prevent directors, officers, members, partners, or employees of Contractor from participating in decisions relating to this Agreement where their sole personal interest is in Contractor.

3. Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of Contractor if such employment or service would violate Chapter 68 of the Charter.

4. Except as provided in Article 5(B)(5) below, Contractor’s employees and members of their immediate families, as defined in Article 5(B)(6) below, may not serve on the Board of Directors of Contractor (“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.

5. 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 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.

6. 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. 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 Article 5(B)(6), a member of the Board is deemed to exercise authority over all employees of Contractor.

C. Conflict of Interest Policy

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

a. A definition of the circumstances that constitute a conflict of interest;

b. Procedures for disclosing a conflict of interest;

c. 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;

d. 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;

e. 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;

f. Procedures for disclosing, addressing, and documenting Related Party Transactions, as defined below, in accordance with Not-for-Profit Corporation Law §715; and

g. A requirement that each director annually submit the statement required pursuant to Article 5(C)(2), below.

2. 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.

3. The following definitions apply to this Agreement:

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

b.“Related Party Transaction” means any transaction, agreement, or any other arrangement in which a Related Party has a financial interest and 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 § 102.

**ARTICLE 6. ASSIGNMENT, SUBCONTRACTING AND USE OF CONSULTANTS**

A. This Agreement shall not be assigned by Contractor in whole or in part under any circumstances. Contractor shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. Contractor shall not employ any consultant (whether or not such consultant is a subcontractor) using funds obtained, in whole or in part, under this Agreement without the prior approval by the Department of the consultant. All subcontracts and consulting agreements paid for with funds obtained in whole or in part under this Agreement must be in writing.

B. Contractor must specifically identify in the scope of services and budget attached to this Agreement as Exhibit A the nature and value of any subcontract or consultant intended to be paid for with funds obtained, in whole or in part, under this Agreement. Contractor must supply a signed Disclosure and Compliance Certification form for each such subcontractor or consultant, in the form of Exhibit B to this Agreement. Prior to entering into any additional subcontract or consulting agreement intended to be paid for with funds obtained in whole or in part under this Agreement, Contractor shall submit a written request for the approval of the proposed subcontractor or consultant to the Department, giving the name and address of the proposed subcontractor or consultant and the nature and value of the services that it is to perform and furnish, along with a signed Disclosure and Compliance Certification form. At the request of the Department, a copy of the proposed subcontract or consulting agreement shall be submitted to the Department. For subcontracts (including consultants who are subcontractors), the proposed subcontractor’s PASSPort Questionnaire must be submitted, if required, within thirty (30) days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, Contractor shall provide any other information demonstrating that the proposed subcontractor or consultant has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Department shall make a final determination in writing approving or disapproving the subcontractor or consultant after receiving all requested information. For proposed subcontracts and consultant agreements that do not exceed Twenty-five Thousand Dollars ($25,000), the Department’s approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) days of the Department’s receipt of the written request for approval (including the signed Disclosure and Compliance Certification form) or, if applicable, within forty-five (45) days of the Department’s acknowledged receipt of fully completed PASSPort Questionnaires for the subcontractor.

C. Nothing contained in the agreement between Contractor and the subcontractor or consultant shall impair the rights of the City. Nothing contained in the agreement between Contractor and the subcontractor or consultant, or under the Agreement between the City and Contractor, shall create any contractual relation between the subcontractor or consultant and the City. All subcontractors and consultants shall be specifically bound by Article 1 of Rider 1 attached to this Agreement; the City may enforce such provisions directly against the subcontractor or consultant as if the City were a party to the subcontract or consulting agreement.

D. For determining the value of a subcontract or consulting agreement, all subcontracts and consulting agreements with the same individual or entity shall be aggregated.

E. The Department may revoke the approval of a subcontractor or consultant granted or deemed granted pursuant to Paragraph (A) of this Article 7 if revocation is deemed to be in the interest of the City in writing on no less than ten (10) days’ notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, Contractor shall cause the subcontractor (including any consultant that is a subcontractor) to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

F. Individual employer-employee contracts are not subcontracts or consultant agreements subject to the requirements of this Article 7.

**ARTICLE 7. MISCELLANEOUS**

A. Independent Contractor Status

Contractor and the Department agree that Contractor is an independent contractor, and not an employee of the Department or of the City of New York.

B. Employees of Contractor

All experts or consultants or employees of Contractor who are employed by Contractor to perform work under this Agreement are neither employees of the City nor under contract to the City, and Contractor alone is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement.

C. Non-Discrimination

Contractor agrees not to engage in any unlawful discriminatory practice as defined and pursuant to the terms of Title VIII of the Administrative Code, the New York State Human Rights Law, and Federal law.

D. Compliance with Law

Contractor shall render all services under this Agreement in accordance with the applicable provisions of Federal, State, and local laws, rules, and regulations as are in effect at the time such services are rendered, including all applicable provisions pursuant to the New York Non-Profit Revitalization Act of 2013, as amended.

E. Retention of Records; Inspection; Observation

1. 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; a continually updated list of those with access to any DYCD database requiring a login; 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 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 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 term 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 Administrative 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.
2. 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.

F. Conflict of Laws/Forum

All disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees that any and all claims asserted by or against the City arising under this Agreement shall be heard or determined either in the Federal or State courts located in the City and County of New York.

G. PPB Rules

This Agreement is subject to the Rules of the Procurement Policy Board of the City of New York, Rules of the City of New York, Title 9, §1-01 *et seq*. (“PPB Rules”). In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

H. Additional Applicable Laws and Provisions

This Agreement is subject to the Investigations Clause, the additional provisions set forth in the attached Rider 1, and the Department’s Fiscal Manual,

(including separate versions applicable to users of the PASSPort System and the Program Expense Report Summary System) which may be found online at:

<https://www.nyc.gov/site/dycd/involved/funding-and-support/cbo-fiscal-manuals.page>. In addition, Contractor shall complete and execute the attached Tax Affirmation.

I. Notices

All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

**City Contact:**

 New York City Department of Youth and Community Development

 2 Lafayette Street, 21st Floor

New York, New York

 Attn: Office of Legal Affairs

**Contractor Contact:**

 Attn:

J. Merger

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

K. Board Compensation

Contractor shall submit to the Department upon execution of this Agreement a listing of all members of its Board of Directors and such related information as is listed in Exhibit A herein. Within thirty (30) days of a request, Contractor shall further identify and provide a list to the Department of 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.

**ARTICLE 8. DISPUTE RESOLUTION**

All disputes between the City and Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of PPB Rules § 4-09. The procedure for resolving all such disputes set forth in PPB Rules § 4-09 shall be the exclusive means of resolving any such disputes. The dispute resolution provisions of this article and PPB Rules § 4-09 shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software.

**EXHIBITS**

* Attached Riders, including: Rider 1; Earned Safe and Sick Time Act Rider; Access to Non-Public Areas Rider; Identifying Information Rider; Sexual Harassment Rider; and Co-Branding and Social Media Scope of Work Supplement;
* Exhibit A, Designated Program Services Workscope;
* Exhibit A-1, Budget;
* Exhibit A-2, Fee Waiver Request Form;
* Exhibit B, Lobbying Certification Form;
* Exhibit C, Certification by Insurance Broker or Agent;
* Exhibit D, (Training Attendance Certification [applicable when Contractor receives more than $7,500 and less than $750,000 in aggregate City funding]); and
* Exhibit E, (Certification of Substantiated Cases of Client Abuse or Neglect).

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

**RIDER 1**

**ARTICLE 1. INVESTIGATIONS CLAUSE**

A. The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a United States, State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. (1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

 (2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self‑incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. (1) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days’ written notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

 (2) If any non‑governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

 (1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

 (2) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

 (1) The party’s good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

 (2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

 (3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under D above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in C(1) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. (1) The term “license” or “permit” as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(2) The term “person” as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(3) The term “entity” as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(4) The term “member” as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

G. In addition to and notwithstanding any other provision of this Agreement the Commissioner or agency head may in his or her sole discretion terminate this Agreement upon not less than three (3) days’ written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by Contractor, or affecting the performance of this Agreement.

**ARTICLE 2. VOTER REGISTRATION: NEW YORK CITY CHARTER § 1057-a**

A. Participating Agencies

Pursuant to Charter § 1057-a, participating City agencies are required to include in all new or renewed agreements with contractors having regular contact with the public in the daily administration of their business a mandate that they follow the guidelines of the Article. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; the community boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Hygiene; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms

In accordance with Charter § 1057-a, the Contractor, if a contractor having regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

(1) The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

(2) The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with application, renewal or recertification for services and change of address relating to such services materials. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon request.

(3) The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form, via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a bank on that system where such a form may be downloaded.

(4) The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage paid New York City Board of Elections voter registration form to or with its application, renewal, recertification and change of address forms.

(5) The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the New York City or New York State Board of Elections.

(6) For the purposes of Part A of this article, the word “contractor” shall be deemed to include subcontractors having regular contract with the public in the daily administration of their business.

(7) The provisions of Part A of this article shall not apply to services that must be provided to prevent actual or potential danger to life, health or safety of any individual or of the public.

1. Assistance in Completing Forms

In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

(1) In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

(2) In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

(3) If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the New York City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

(4) The provision of Part B services by the Contractor may be subject to Department protocols, including one on confidentiality.

D. Required Statements

In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

(1) The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor’s or government services are not conditioned on being registered to vote.

(2) No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

(3) The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

(4) The Contractor and the Contractor’s employees shall not:

 (a) seek to influence an applicant’s political preference or party designation;

 (b) display any political preference or party allegiance;

 (c) make any statement to an applicant or take any action the purpose or effect of

which is to discourage the applicant from registering to vote; or

 (d) make any statement to an applicant or take any action the purpose or effect of

which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this article are material conditions of this Agreement. In the event the Department receives information that the Contractor is in violation of the provisions of this article, the Department shall review such information and give the Contractor an opportunity to respond. If the Department finds that a violation has occurred, the Department shall have the right to terminate this Agreement and procure the services or work from another source in any manner the Department deems proper. In the event of such termination, the Contractor shall pay to the Department, or the Department in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the Department of completing performance of this Agreement either itself or by engaging another contractor or contractors.

**ARTICLE 3. PARTICIPATION IN AN INTERNATIONAL BOYCOTT: NEW YORK CITY ADMINISTRATIVE CODE § 6-114**

A. The Contractor agrees that neither the Contractor nor any substantially‑owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of l979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of the Contractor or a substantially‑owned affiliated company thereof, participation in an international boycott in violation of the provisions of the Export Administration Act of l979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his option, render forfeit and void this contract.

C. The Contractor shall comply in all respects, with the provisions of Administrative Code § 6‑114 and the rules and regulations issued by the Comptroller thereunder.

**ARTICLE 4. ELECTRONIC FUNDS TRANSFER**

A. In accordance with Administrative Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Vendor Payment Enrollment Form” available from the Agency or at http://www.nyc.gov/dof in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

B. The Agency Head may waive the application of the requirements of this Article to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Article for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Article is applicable to contracts valued at Twenty-Five Thousand Dollars ($25,000) and above.

**ARTICLE 5.** **SUBCONTRACTOR REPORTING SYSTEM THROUGH THE CITY’S PAYEE INFORMATION PORTAL**

1. As of March 2013, the City has implemented a new web based subcontractor reporting system through the City’s Payee Information Portal (“PIP”), available at [www.nyc.gov/pip](http://www.nyc.gov/pip). PIP is a self-service site that allows Contractors and Subcontractors to manage their own contact information, view payments from the City, and enroll in commodity codes to receive solicitations. Contractors and subcontractors are required to have a PIP account in order to use the new system. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.
2. In March 2013, new contracts valued over one million dollars ($1,000,000.00) will be required to report subcontract data on-line and in June 2013, all contracts over two hundred fifty thousand dollars ($250,000.00) will also report subcontractor information on-line.
3. In order to obtain subcontractor approval under Article 7 of this Agreement and PPB Rule § 4-13, Contractor is required to list the subcontractor in the system. For each Subcontractor listed, Contractor is required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor’s industry. Thereafter, Contractor will be required to report in the system the payments made to each subcontractor within thirty (30) days of making the payment. If any of the required information changes throughout the term of the Agreement, Contractor will be required to revise the information in the system.
4. Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Department declaring the Contractor in default of the Agreement.

**ARTICLE 6. NEW YORK CITY FOOD STANDARDS**

**A. 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 citizens. Accordingly, in addition to the services set forth elsewhere in this Agreement, the 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 the Contractor by the Department.

B. **New York City Food Standards**. This Article 6 applies only if this Agreement includes a requirement that the Contractor supply food to program participants as a material part of the client services funded by the Department. The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, the Contractor shall provide a healthy food environment in connection with the client services provided under this Agreement by complying with the 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 for any vending machines to which program participants are granted access. Such Food Standards can be found at <https://www1.nyc.gov/site/doh/health/health-topics/healthy-workplaces.page>.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

1. *Introduction and General Provisions.*
	1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq*. (“DCWP Rules”).
	2. The Contractor agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.
	3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at [https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page.](https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page)
	4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.
	5. The ESSTA is briefly summarized below for the convenience of the Contractor. The Contractor is advised to review the ESSTA and the DCWP Rules in their entirety. The Contractor may go to [www.nyc.gov/PaidSickLeave](http://www.nyc.gov/PaidSickLeave) for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Contractor can get more information about how to comply with the ESSTA and the DCWP Rules. The Contractor acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.
2. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*
	1. An employee who works within the City must be provided paid safe and sick time.[1](#_bookmark0) Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.
	2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.
	3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:
		1. such employee’s mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee’s need for medical diagnosis or preventive medical care;
		2. such employee’s care of a family member (an employee’s child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee’s spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

1 Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

* + 1. closure of such employee’s place of business by order of a public official due to a public health emergency;
		2. such employee’s need to care for a child whose school or childcare provider has been closed due to a public health emergency; or
		3. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:
			1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
			2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee’s family members from future family offense matters, sexual offenses, stalking, or human trafficking;
			3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
			4. to file a complaint or domestic incident report with law enforcement;
			5. to meet with a district attorney’s office;
			6. to enroll children in a new school; or
			7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee’s family member or to protect those who associate or work with the employee.
	1. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee’s need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee’s use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

* 1. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.
	2. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee’s accrued safe/sick time available for use.
	3. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.
1. *Exemptions and Exceptions*. Notwithstanding the above, the ESSTA does not apply to any of the following:
	1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);
	2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;
	3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;
	4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
	5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
	6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.
2. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.
3. *Notice of Rights.*
	1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP’s website at [https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page.](https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page) The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.
	2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed $50.00 for each employee who was not given appropriate notice.
4. *Records*. An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.
5. *Enforcement and Penalties.*
	1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer .
	2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed $500.00 for a first violation, $750.00 for a second violation within two years of the first violation, and $1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.
	3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-

924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

1. *More Generous Polices and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

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 3.0



**Identifying Information Rider 3.0**

1. **Purpose.**

Contractor agrees to comply with this Identifying Information Rider (“Rider”) and the Identifying Information Law, as applicable, in the performance of this Agreement.

1. **Definitions.**
	1. “Access” to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.
	2. “Agency” means a City agency or office through which the City has entered into this Agreement.
	3. “Authorized Users” means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.
	4. “Chief Privacy Officer” means the City’s Chief Privacy Officer.
	5. “Collection” means an action to receive, retrieve, extract, or access Identifying Information. Collection does not include receiving information that Contractor did not ask for.
	6. “Contractor” means an entity entering into this Agreement with the City.
	7. “Disclosure” means releasing, transferring, disseminating, giving access to, or otherwise providing Identifying Information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to Identifying Information obtained through a potential unauthorized access to Contractor’s systems or records.
	8. “Exigent Circumstances” means cases where following this Rider would cause undue delays.
	9. “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.
	10. “Identifying Information Law” means §§ 23-1201 – 1205 of the Administrative Code of the City of New York.
	11. “Permitted Purpose” means a use of Identifying Information that is necessary to carry out Contractor’s obligations under this Agreement.
	12. “Use” of Identifying Information means any operation performed on Identifying Information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.
2. **General Requirements.**
	1. Contractor will use appropriate physical, technological, and procedural safeguards to protect Identifying Information.
	2. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.
	3. Contractor will comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at https://nyc.gov/infosec. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.
	4. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.
3. **Collection.**
	1. Absent Exigent Circumstances (Section 7.0), Contractor may collect Identifying Information if the collection:
		1. has been approved by the agency privacy officer;
		2. is required by law or treaty;
		3. is required by the New York City Police Department in connection with a criminal investigation; or
		4. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent.
4. **Disclosure.**
	1. Absent Exigent Circumstances (Section 7.0), Contractor may disclose Identifying Information if the disclosure:
		1. has been approved by the agency privacy officer;
		2. is required by law or treaty;
		3. is required by the New York City Police Department in connection with a criminal investigation; or
		4. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or
		5. has been authorized in writing by the individual to whom such information pertains or, if the individual is a minor or is otherwise not legally competent, by the individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual.
5. **Disclosures of Identifying Information to Third Parties.**

Unless prohibited by law, Contractor will promptly notify the agency privacy officer of any third-party requests for Identifying Information, cooperate with the agency privacy officer to handle such requests, and comply with the Chief Privacy Officer’s policies and protocols concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

1. **Exigent Circumstances.**
	1. Notwithstanding Section 4.0 (Collection) and 5.0 (Disclosure), if Contractor collects or discloses Identifying Information due to Exigent Circumstances, then as soon as practicable after the collection or disclosure but not to exceed 24 hours, Contractor will send to the agency privacy officer in writing:
		1. The name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the agency privacy officer;
		2. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor’s estimate of the likelihood of the Exigent Circumstances reoccurring.
	2. If the agency privacy officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to the provisions of Section 8(A)-8(D).
2. **Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.**
	1. If Contractor collects, discloses, uses, or accesses Identifying Information in violation of this Rider, Contractor will:
		1. notify the agency privacy officer in writing as soon as practicable but no later than 24 hours after discovery, including a description of the collection, disclosure, use, or access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access incident;
		2. cooperate with the agency privacy officer and relevant City officials, including the City’s Chief Privacy Officer, Office of Cyber Command, and the City’s Law Department, to investigate the occurrence and scope of the collection, disclosure, use, or access, and make any required or voluntary notices; and,
		3. take all necessary steps, as determined by the agency privacy officer, to prevent or mitigate the effects of the collection, disclosure, use, or access.
	2. If there is an alleged collection, use, disclosure, or access violation, the Agency may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:
		1. provision to the City of information related to security controls and processes, such as third- party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;
		2. verbal interviews of individuals with knowledge of Contractor’s security controls and

 processes or the unauthorized collection, use, disclosure, or access;

* + 1. an evaluation or audit by the City of Contractor’s security controls and processes, and the

 unauthorized collection, use, disclosure, or access;

* + 1. an evaluation or audit by Contractor of its security controls and processes and the unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,
		2. an independent evaluation or audit to be provided to the City of Contractor’s security controls

and processes, and the unauthorized collection, use, disclosure, or access.

* 1. If the agency privacy officer or Chief Privacy Officer determines that notification to affected individuals is required pursuant to the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23-1203, then the agency privacy officer will inform Contractor whether the Agency or the Contractor will issue the notification. If the agency privacy officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the agency privacy officer’s instructions as to form, content, scope, and recipients.
	2. Monies and Set-Off.
		1. Contractor will pay for services deemed necessary by the agency privacy officer to address Contractor’s collection, disclosure, use, or access of Identifying Information in violation of this Rider, subject to limitations of liability contained elsewhere in this Agreement. These services may include: (a) credit monitoring services; (b) notifications; (c) payment of any fines or disallowances imposed by the State or federal government related to a collection, use, disclosure, or access in violation of this Rider; (d) other actions mandated by any law, administrative or judicial order, agency privacy officer, or the Chief Privacy Officer.
		2. At the agency privacy officer’s discretion, the Agency may pay for services deemed necessary to address Contractor’s collection, disclosure, use, or access of Identifying Information in violation of this Rider. If the Agency pays for any of these services, it may submit invoices to Contractor and Contractor will promptly reimburse the Agency.
		3. If Contractor refuses to pay for services deemed necessary by the agency privacy officer, the City may, for the purpose of set-off in sufficient sums without waiver of any other rights and remedies:
			1. withhold further payments under this Agreement to cover the costs of notifications and other actions mandated by any law, administrative or judicial order, agency privacy officer, or the Chief Privacy Officer, including any related fines or disallowances imposed by the State or federal government;
			2. withhold further payments to cover the costs of credit monitoring services, and any other commercially reasonable preventive measures;
			3. instruct Contractor to pay directly for the services detailed in this subsection 8(C)(iii)(a) and 8(C)(iii)(b) using monies remaining to be earned under this Agreement.
	3. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by the Agency.
1. **Retention.**

Contractor will 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.

1. **Reporting.**

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

1. **Auditing.**
	1. No less than once per year, Contractor shall conduct a comprehensive audit of its privacy program and provide its findings to the Agency.
	2. In addition to the auditing required by subsection 11(A), Contractor shall engage a third-party internationally recognized auditor, at Contractor’s own cost, to perform periodic audits, scans, and tests, and audit as follows at least once per year and after Contractor collects, discloses, uses, or accesses Identifying Information in violation of this Rider and at the request of the Agency:
		1. a verification of Contractor’s compliance with the provisions of this Rider and laws governing

Identifying Information;

* + 1. an assessment of Contractor’s privacy practices against recognized industry best practices, and including a gap analysis identifying areas where Contractor’s practices fall short of industry best practices and recommending improvements, including assessments of:
			1. the necessity the amounts and types of Identifying Information collected;
			2. the adequacy of retention and deletion policies;
			3. subject rights management;
			4. accuracy and understandability of internal and external privacy policies;
		2. a privacy risk assessment, prioritizing areas of highest risk to Identifying Information, producing a risk profile and suggested mitigation strategies for any material vulnerabilities identified.
	1. The Agency may review and audit Contractor’s privacy program prior to the commencement of this Agreement and from time to time during the term of this Agreement. Contractor shall allow the Agency to perform audits, and shall fully cooperate and furnish all requested materials in a timely manner. Audits may be conducted by the Agency or an Agency provider and at the Agency’s expense. At the Agency’s option, Contractor shall complete, within 45 days of receipt, an audit questionnaire provided by the Agency regarding Contractor’s privacy program. Contractor shall not be entitled to compensation from the Agency for the time it spends cooperating with any of the audits, scans, or tests provided for in this Section.
1. **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 will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions of the agency privacy officer and Chief Privacy Officer concerning coordination and reporting.

1. **Destruction of Identifying Information.**

If the Agency instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way that it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the agency privacy officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain such Identifying Information in accordance with this Rider.

1. **Subcontracts.**
	1. Contractor will include this Rider in all subcontracts to provide human services or other services designated in the policies and protocols of the Chief Privacy Officer.
	2. Contractor will be responsible to the Agency for compliance with this Rider by its subcontractors that provide human services or other services designated by the Chief Privacy Officer.
2. **Conflicts with Provisions Governing Records and Reports.**

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

**New York City Mayoral Executive Order No. 64 Rider**

**Responsibility of Contracted Providers of Human Services**

**in Relation to Matters Involving Allegations of Sexual Harassment**

(To supplement the New York City Standard Human Services Contract)

**Section 1.01 Background.**

New York City Mayoral Executive Order No. 64 (“EO 64”) entitled “Responsibility of Contracted Providers of Human Services in Relation to Matters Involving Allegations of Sexual Harassment” became effective on March 3, 2021. This Mayoral Executive Order applies to “human services” contracts, as that term is defined in section 6-129 of the New York City Administrative Code. EO 64 states that sexual harassment constitutes a form of unlawful discrimination under the New York City Human Rights Law that is prohibited in the workplace and in the provision of public accommodations, and is also illegal under New York State and Federal law. Pursuant to section 803 of the New York City Charter, the Mayor may direct the Commissioner of Investigation to undertake investigations, including investigations of alleged sexual harassment by personnel delivering services for or on behalf of the City of New York.

**Section 1.02 Definitions.**

1. “Agency” means the City agency or office through which the City of New York has entered into this Agreement.
2. "Agreement” means the agreement between the Agency and the Contractor, to which this rider has been added.
3. “Certification Date” means 30 days after the date that the Agreement is registered pursuant to Section 328 of the New York City Charter, or if this rider is added by an amendment, the date said amendment is registered pursuant to Section 328 of the New York City Charter.
4. “DOI” means the New York City Department of Investigation.
5. “Human Services” means services provided to third parties, including social services such as day care, foster care, home care, homeless assistance, housing and shelter assistance, preventive services, youth services, and senior centers; health or medical services including those provided by health maintenance organizations; legal services; employment assistance services, vocational and educational programs; and recreation programs.
6. “PassPort” means New York City’s digital Procurement and Sourcing Solutions Portal;
7. “Contractor” means the entity providing Human Services under a contract with the City of New York.
8. “Rider” means this New York City Mayoral Executive Order No. 64 Rider.

**Section 1.03 Reporting.**

Contractor shall provide information about sexual harassment complaints, whether made by an employee, client, or other person, by making the following available to DOI at <http://www.nyc.gov/HSProviderReport>:

(a) A copy of the Contractor’s sexual harassment policies, including complaint procedures, which shall be uploaded to PassPort; and

(b) A copy of any complaint or allegation of sexual harassment or retaliation on the basis of a complaint of sexual harassment brought by any person against the Chief Executive Officer or equivalent principal of the organization in any venue, including through the Contractor’s internal Equal Opportunity process, subject to Section 2 herein. Such copy must be redacted as to the name and any identifying information of individuals except the accused and provided, by secure means that the DOI shall determine and publicize, within 30 days of receipt of the complaint or allegation; and

(c) A copy of the final determination or judgment with regard to any complaint covered in subdivision (b), redacted as to the name and any identifying information of individuals except the accused; and

(d) Any additional information the DOI requests in order to effectuate its review of any investigation and determination, including information that had been redacted pursuant to subdivisions (b) and (c).

**Section 1.04 Annual Certification.**

On the Certification Date and on the anniversary of said date every year thereafter during the term of the Agreement, the Contractor’s Board of Directors or equivalent authority of Contractor shall upload to PassPort a certification substantially in the form annexed hereto as Annex 1 certifying that they have made all reports required pursuant to this rider or that they had no information to report.

**Section 1.05 Contractor’s Duty to Investigate.**

The reporting obligations under Section 1.03 does not relieve the Contractor of its duty to investigate any complaint or allegation or of any other contractual obligations.

**Section 2.**

Disclosure to and collection by DOI of any personally identifying information relating to allegations of sexual harassment – which constitutes “sensitive identifying information” under section 6.2 of the Citywide Privacy Protections and Protocols of the City’s Chief Privacy Officer and “restricted” information under the NYC Cyber Command Policies and Standards – has been authorized by the Chief Privacy Officer under section 23-1202 of the New York City Administrative Code as being in the best interests of the City.

 **Section 3.**

Contractor hereby acknowledges the provisions of Section 4 of EO 64, which provides that Agencies may consider any findings reported by DOI, as well as a provider's failure to furnish the information required by Section 1.03 above when determining whether to continue, modify, amend, or renew a contract.

**ANNEX 1**

**SAMPLE CERTIFICATION**

I, (NAME), who is (CHAIRMAN OF THE BOARD OR EQUIVALENT PRINCIPAL) of (CONTRACTOR) (the “Contractor”), have reviewed the requirements of Mayoral Executive Order 64 of 2021 and, in compliance therewith, hereby certify to the following:

1. A copy of the Contractor’s sexual harassment policy has been uploaded to the New York City’s PASSPort system on DATE. The policy uploaded is the most up-to-date version of the policy.
2. Allegations of Sexual Harassment. Please initial one (1) of the two (2) options below. For the year prior to the date of this certification, or since the Contractor’s last certification, whichever period is longer:

\_\_\_ Contractor has reviewed its records and internal communications and confirms that it has not received any complaints or allegations of sexual harassment, or retaliation on the basis of a complaint or allegations of sexual harassment, brought against the Chief Executive Officer or equivalent principal of the organization in any venue, including through the Contractor’s internal Equal Opportunity process.

\_\_\_ Contractor has reviewed its records and internal communications and confirms that it has received complaints or allegations of sexual harassment, or retaliation on the basis of a complaint or allegations of sexual harassment, brought against the Chief Executive Officer or equivalent principal of the organization in any venue, including through the Contractor’s internal Equal Opportunity process. Contractor has provided redacted copies of documents regarding all such complaints or allegations to DOI.

1. Final Determinations and Judgments. Please initial one (1) of the two (2) options. For the year prior to the date of this certification, or since the Contractor’s last certification, whichever period is longer:

\_\_\_ Contractor has reviewed its records and internal communications and confirms that it has not made any final determinations, including settlement, or received any judgments relating to any complaints or allegations covered under Mayoral Executive 64 of 2021.

\_\_\_ Contractor has reviewed its records and internal communications and confirms that it has made final determinations, including settlement, or received judgments relating to complaints or allegations covered under Mayoral Executive 64 of 2021. Contractor has provided redacted copies of all such documents to DOI.

I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(NAME OF ENTITY)

BY:

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

(NAME )

(TITLE)

Subscribed and sworn to before me this

 day of \_\_\_\_\_\_\_\_\_\_ , 20\_\_\_,

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

 Notary Public

**Co-Branding and Social Media Scope of Work Supplement (“Marks Supplement”)**

I)Marketing and Materials.

a) Co-Branding/Marketing.

i) Contractor shall conduct all marketing and outreach in connection with this Agreement in accordance with this Scope of Work and DYCD’s “Co-Branding Guidelines for DYCD-Funded Programs” including both the “Design guidelines and rubric” and “Social media guidelines and rubric,” which are available at: <https://www.dycdconnect.nyc/Home/DownloadDocumentById?id=5ef263f58a64423324504b31&fileName=DYCD%20Co-Branding%20Guidelines%20Design.pdf> and <https://www.dycdconnect.nyc/Home/DownloadDocumentById?id=5ef263f68a64423324504b38&fileName=DYCD%20Co-Branding%20Social-Media%20Guidelines.pdf>, respectively, and are made part hereof, in order to promote and publicize the program services described in this Agreement. The guidelines include, but are not limited to, the following requirements:

(1) To include DYCD’s logo and the program name language in all Program-related signage, publications, print materials, communications, and advertisements.

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

(3) To co-brand DYCD in all posts shared on social media in accordance with DYCD’s “Co-Branding Guidelines for DYCD-Funded Programs – Social media guidelines and rubric.”

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

ii) Notwithstanding anything to the contrary contained herein, the Contractor shall not be obligated to develop or produce marketing materials for the program described in this Agreement.

b) Approval of Marketing and Materials. All marketing activities of Contractor or its staff, subcontractors, or designees, and all marketing materials produced and distributed by any of the same in connection with the program described in this Agreement shall be subject in each case to the prior, written approval of DYCD, in its sole and absolute discretion. Failure to obtain DYCD’s prior written approval shall under no circumstances excuse this requirement.

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

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

1. DYCD grants to Contractor a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the DYCD Marks (as applicable) only in connection with the uses described in this Marks Supplement. Contractor accepts the license subject to the terms and conditions set forth herein.
2. The DYCD Marks are and shall remain exclusively the property of the City of New York acting by DYCD. Contractor agrees that it shall neither directly or indirectly obtain, nor attempt to obtain, during the term of the Agreement to which this Marks Supplement is attached, or at any time thereafter, any right, title or interest in or to the DYCD Marks, and shall not challenge the ownership or validity of such DYCD Marks, and hereby expressly waives any right which it may have to do so. Contractor understands and agrees that the use of any Marks owned by the City, including but not limited to DYCD Marks, will not create any right, title or interest in or to any such marks and that all such use and goodwill associated therewith will inure to the benefit of DYCD.
3. Contractor agrees that it will only use the DYCD Marks as described in this Marks Supplement. Contractor further agrees: (i) not to make any disparaging use of the DYCD Marks, or use the DYCD Marks outside the purposes of this Agreement, or to in any way tarnish or blur the distinctive nature of the DYCD Marks, and (ii) not to register or attempt to register any DYCD Mark (or any potentially similar name or trademark) as or part of a trademark, service mark, logo, slogan or Internet domain name. The DYCD Marks may be used only in the exact form, style and type as approved in writing by DYCD, and in accordance with its then-current Co-Branding Guidelines. Contractor shall include legal and proper ownership and/or registration notices in connection with any and all uses of DYCD Marks in accordance with the reasonable requests of DYCD.
4. Contractor recognizes that the DYCD Marks communicate to the public, world-wide, a reputation for high standards, which reputation and goodwill have been and continue to be unique to DYCD. Therefore, the DYCD Marks shall not be used in connection with any illegal or immoral purpose or activity, or in any manner which would be inconsistent or damaging to DYCD’s name and reputation.
5. Contractor acknowledges that the unauthorized use of DYCD Marks will cause irreparable harm to DYCD for which there is no adequate remedy at law, and that DYCD shall be entitled to injunctive or other equitable relief restraining such unauthorized use in addition to any other remedies available at law or in equity.
6. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has the full right and authority to enter into this Agreement, including the Marks Supplement, to grant the rights herein granted and to perform Contractor’s obligations hereunder; (b) Contractor has not made or assumed and shall not hereafter make or assume any commitment, agreement, grant or obligation that materially conflicts with Contractor’s obligations hereunder; (c) Contractor shall comply with all applicable laws in connection with the program, DYCD Marks, and Contractor’s activities under the Agreement; (d) Contractor shall use DYCD Marks in accordance with the provisions of this Agreement; and (e) all materials supplied by Contractor in connection with of the program or this Marks Supplement do not violate or infringe upon any copyright, trademark, privacy, publicity or other personal or intellectual property rights of any third party.
7. In addition to and without limiting any other defense and indemnification obligations provided for elsewhere in the Agreement or otherwise, Contractor shall defend, indemnify and hold harmless the City of New York, including its officials and employees against any third party claims, liability, loss, damages, costs and expenses (including reasonable outside attorneys’ fees and costs) arising out of or in connection with the Contractor’s breach of its respective representations and warranties in subsection (f) above.
8. Infringement Proceedings.
	1. Contractor agrees to promptly notify DYCD of any unauthorized use of the DYCD Marks by others as it comes to Contractor’s attention. DYCD shall have the sole right and discretion to bring infringement, unfair competition, or other proceedings involving the DYCD Marks. In the event DYCD elects not to pursue an action for infringement, unfair competition, or any other cause of action involving the DYCD Marks, Contractor may neither pursue such an action or force DYCD to pursue such action.
	2. Upon expiration or earlier termination of the Agreement or the Marks Supplement, Contractor shall immediately discontinue manufacture, promotion, advertisement, and sale of any materials using the DYCD Marks. Contractor acknowledges and agrees that its failure to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks upon expiration or termination of this Agreement will result in immediate and irreparable harm to DYCD. Contractor further acknowledges and admits that DYCD has no adequate remedy at law for Contractor’s failure to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks upon termination or expiration of this Agreement, except as expressly provided for above. Contractor acknowledges and admits that, in the event of any such failure by it to cease manufacture, sale, advertising, or promotion of materials including the DYCD Marks, DYCD shall be entitled to equitable or injunctive relief against Contractor’s failure, in addition to any and all other remedies at law that are available to DYCD. In the event of the termination of this Marks Supplement or the Agreement, Contractor shall comply with all directives from DYCD regarding or requiring the deletion regarding the deletion of any social media content that contains DYCD marks.
	3. Contractor hereby acknowledges that DYCD has previously granted and may continue to grant licenses to third parties for the use of the DYCD Marks.
9. Contractor may not assign, in whole or in part any rights granted herein, or delegate to any other party any of the duties hereunder without the prior written consent of DYCD. Any attempt to assign, transfer or delegate without such consent shall be void.
10. Termination of License.
	1. DYCD may terminate the license granted by this Marks Supplement for any reason upon thirty (30) days’ prior written notice to Contractor. Except as otherwise provided in this Agreement, upon expiration or earlier termination of the Agreement to which this Marks Supplement is attached, the permissions granted to Contractor pursuant to this Marks Supplement will immediately cease.
	2. Notwithstanding any other termination right provided for elsewhere in the Agreement to which this Marks Supplement is attached, DYCD shall have the right to terminate the license granted by this Marks Supplement, in whole or in part, immediately, upon written notice to Contractor, in the event that any DYCD Marks are used by Contractor in connection with any illegal, illicit or immoral activity. In the event that DYCD’s Marks are being used by Contractor any way which, in the reasonable judgment of DYCD, is inconsistent with or damaging to DYCD’s name or reputation, DYCD may notify Contractor in writing that such termination will occur immediately unless Contractor ceases and halts all such uses immediately. Notwithstanding any inconsistent provision of this Agreement, any notice required to be given by DYCD under this Marks Supplement that is given by email to Contractor shall be deemed given upon transmission of the email.
	3. Contractor shall have the right to terminate the license granted by this Marks Supplement upon written notice to DYCD if a change in law or regulatory requirements renders it illegal or impossible for Contractor to perform its obligations hereunder.
11. No Waiver. The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions, or of such party’s rights thereafter to enforce any such provisions.

IV) The DYCD Marks Consist of the following:

 (for use by Beacon programs only)

 (for use by COMPASS programs only)

 (for use by Cornerstone programs only)

(for use by SONYC programs only)



**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.

|  |
| --- |
| **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:**       |

**EXHIBIT A-1**

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

**EXHIBIT A-2**

**FEE WAIVER REQUEST FORM**

**EXHIBIT B**

**LOBBYING CERTIFICATION FORM**

**EXHIBIT C**

**CERTIFICATION BY INSURANCE BROKER OR AGENT**