AMENDMENT NO. 1 TO THE

MEMORANDUM OF UNDERSTANDING

-between-

THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

Brooklyn Public Library
-for the-

YOUNG ADULT LITERACY PROGRAM

THIS AMENDMENT, effective as of November 1, 2015, amends the Memorandum of Understanding for the Young Adult Literacy Program (the "Agreement"), by and between The City of New York ("City" or "NYC"), acting through the New York City Department of Youth and Community Development ("DYCD" or "Department") with offices at 2 Lafayette Street, New York, New York 10007, and Brooklyn Public Library ("Contractor") with offices located at 10 Grand Army Plaza Brooklyn, NY 11238.

WHEREAS, the Department procured Comprehensive Literacy Services through the Comprehensive Literacy Services - Adult Literacy Program, Young Immigrant Literacy Program, Young Adult Literacy Program, Adolescent Literacy Program Request for Proposals, PIN 26014CLITRFP issued by the Department on October 28, 2013, and reissued by the Department on November 21, 2013 incorporating all of the changes listed in Addendum No. 1 thereto, dated November 20, 2013, to which Contractor submitted a proposal which was duly evaluated and selected for award by the Department, all in accordance with the New York City Procurement Policy Board Rules; and

WHEREAS, the Department and Contractor entered into an agreement, for the term July 1, 2014 through June 30, 2018, pursuant to which Contractor agreed to provide Young Adult Literacy Program services ("Program Services"); and

WHEREAS, DYCD and the Center for Economic Opportunity ("CEO") modified components of the Young Adult Literacy Program ("YALP") to improve retention of, and attendance by, YALP participants ("Participants") by a letter notification dated August 7, 2015, and Contractor agreed to such modifications; and

WHEREAS, in support of NYC's goal to build the skills that advance careers and increase the earning potential for the City's working men and women, CEO and DYCD have randomly selected eight (8) current YALPs to participate in a pilot program to align their practices with

Bridge Programs, as defined below, to connect low-literacy Participants to HSE programs, colleges, training and employment opportunities; and

WHEREAS, Contractor operates one (1) of the eight (8) YALPs selected to provide a Bridge Program, as defined below, and CEO and DYCD have made available additional funds in the amount of $134,962.00 for the provision of a Bridge Program, as defined below, by Contractor for the period from November 1, 2015 through June 30, 2018; and

WHEREAS, Contractor is ready, willing and able to provide a Bridge Program, as defined below, for the period from November 1, 2015 through June 30, 2018.

NOW, THEREFORE, the parties hereto agree to modify the Agreement as follows:

1. All terms capitalized and not defined herein shall have the meanings ascribed thereto in the Agreement.

2. The total payment amount for the Term of the Agreement, as set forth in the first sentence of Section 3.03, Payment in Article III – Scope of Work and Budget of the Agreement, is hereby increased by $134,962.00 to a new total of $1,534,962.00. The first sentence of Section 3.03 in the Agreement is amended and restated in its entirety to read as follows:

"**Section 3.03 Payment.** The Department shall pay the Contractor for all services provided under the Agreement on a cost reimbursement basis, in accordance with a line item budget approved by the Department and made apart hereof as Appendix C 'Program Budget', an amount, in the aggregate, not to exceed $1,534,962.00 for the Term as follows:

A. In the first year of the Term, which is the period from July 1, 2014 through June 30, 2015, an amount not to exceed $350,000.00.

B. In the second year of the Term, which is the period from July 1, 2015 through June 30, 2016, an amount not to exceed $388,992.00, which shall include $350,000.00 awarded pursuant to the payment terms of the Agreement, plus an additional $38,992.00 for the Bridge Program Services for the period from November 1, 2015 through June 30, 2016.

C. In the third year of the Term, which is the period from July 1, 2016 through June 30, 2017, an amount not to exceed $397,985.00, which shall include $350,000.00 awarded pursuant to the payment terms of the Agreement, plus an additional $47,985.00 for the Bridge Program Services for the period from July 1, 2016 through June 30, 2017.

D. In the fourth year of the Term, which is the period from July 1, 2017 through June 30, 2018, an amount not to exceed $397,985.00, which shall include $350,000.00 awarded pursuant to the payment terms of the Agreement, plus an additional $47,985.00 for the Bridge Program Services for the period from July 1, 2017 through June 30, 2018."

3. The following three new definitions are hereby inserted in Article I – Definitions of Appendix B – Scope of Work and numbered as 2), 3) and 8); and the definitions currently numbered 2) through 5) are renumbered as 4) through 7), and the definitions currently numbered 6) through 11) are renumbered as 9) through 14):

"2) 'Bridge Program' means a program that is designed and implemented to prepare individuals with low educational attainment and limited skills for entry into higher education, occupational skills training, or career-track jobs, building the competencies necessary for work and education alongside career and supportive services; and that contextualizes programming to a specific industry sector and has established relationships with partners, in areas such as occupational skills training, education, and/or specific sector employment, who inform program design and serve as the primary next step destination for Bridge Program Participants.

3) 'Bridge Program Services' means activities conducted by Contractor under this Agreement in its performance of the Bridge Program.

8) 'Payroll Provider' means the entity designated by DYCD to provide payroll services for the Bridge Program."

4. In Article II - Program Services of Appendix B - Scope of Work, Section 8) is hereby deleted and restated in its entirety to read as follows:

"8) Provide Bridge Program Services for the period from November 1, 2015 through June 30, 2018, as follows:

a) Offer only those Participants who maintain attendance of at least seventy percent (70%) in the literacy and numeracy classes, within the first three (3) weeks of each instructional cycle and maintain it until the end of the cycle, the opportunity to participate in the Bridge Program internships.

b) Design and implement a Bridge Program with the following components:

i) Contextualized Instruction
Provide literacy instruction against the backdrop of a sector-specific context integrating basic reading and math skills with occupational knowledge.

(1) Utilize sector-focused instruction that grounds coursework in workforce applications and complements career counseling services by having Participants explore different facets of a career.

(2) Develop partnerships with employers, with the assistance of DYCD, to identify employers' needs and tailor the Bridge Program approach to better meet those needs; and to provide assistance in enhancing the Bridge Program curriculum and learning experiences in a way that would equip Participants with competencies and credentials that employers seek.

(a) DYCD will seek collaboration with the City's industry partnerships in order to assist Bridge Program in developing programming informed by employers.

ii) Case Management and Support Services
Provide case management and support services which include college and career counseling with transition support services that allow Participants to move seamlessly between progressive levels of education, employment, and training.

iii) Internships

(1) Internship Slot Allotment
Allot twelve (12) slots per instructional cycle for Participant internships; and maintain records of Participants' time in internships.

(a) Each of the twelve slots will be for a period of ten (10) hours per week for nine (9) weeks.

(b) When a slot becomes available in the internship because a Participant drops out, the slot may be filled by another Participant who has maintained attendance of at least seventy percent (70%) in the literacy and numeracy classes.

(2) Internship Design
Participants will participate in paid internships for ten (10) hours per week for nine (9) weeks in one or more of the four (4) instructional cycles listed above in Section 1) b) and receive minimum wage per hour.

(a) Design internships that include the following components:

(i) Job readiness preparation for internship Participants;

(ii) Working hours at a work site; and

(iii) Industry and job specific projects for interns

(b) Provide one component or any combination of the three internship components listed above throughout the nine (9) weeks.

(i) Bridge Programs have the flexibility to plan and create a schedule for each internship component based on the specific needs of the Participants who have met the attendance requirement for internships to ensure Participants receive the appropriate training to enable them to experience a successful internship.

(ii) It is expected that the internships will be designed to gradually build the skills and competencies necessary to place each Participant at a work site within the first instructional cycle that Participant participates in an internship or a subsequent cycle.

(3) Participant Wages

DYCD will provide the funds for Participant internship wages directly to the Payroll Provider and Contractor shall follow the payroll procedures set forth below in Subsection (3).

(a) During the period from November 1, 2015 through June 30, 2016, DYCD will pay a maximum amount not to exceed $21,008.00 for internship wages and fringe benefits.

(b) During the period from July 1, 2016 through June 30, 2017, DYCD will pay a maximum amount not to exceed $42,015.00 for internship wages and fringe benefits.

(c) During the period from July 1, 2017 through June 30, 2018, DYCD will pay a maximum amount not to exceed $42,015.00 for internship wages and fringe benefits.

(4) Payroll Procedures

(a) Contractor shall upload Participant timesheets on a weekly basis to the Payroll Provider through YALPonline, and in accordance with procedures, schedules, and deadlines established by DYCD.

(b) Contractor shall distribute payroll debit cards, provided by DYCD and/or the Payroll Provider, to each Participant. Contractor shall be liable for any loss, damage, theft of misuse of such debit cards and/or paper checks from the time Contractor receives their delivery to the time Contractor successfully distributes the same to the Participants. Distribution of such debit cards and/or paper checks shall be deemed successful when the same are actually received by the Participants.

(c) Contractor shall verify the payroll for each pay cycle of the Bridge Program against the payroll reports for the respective pay cycle and shall resolve discrepancies with the Payroll Provider.

(d) At the end of the calendar year, the Payroll Provider will send IRS Form W-2 directly to Participants. Contractor shall be responsible for responding to inquiries regarding IRS Form W-2 as well as for providing replacement forms.

(e) Contractor shall ensure that the appropriate members of its staff are familiar with and trained in the payroll procedures mandated by DYCD and/or the Payroll Provider; and Contractor shall require the appropriate members of its staff to attend training sessions on YALPonline and the use of the debit card payroll system.

iv) Partnerships
Build strong "bridges" with Participant destination programs by building and maintaining strong partnerships with education, training and employment providers.

(1) Establish a comprehensive next-step system in order to support successful transition from Pre-HSE to HSE programs or employment training/employment at the end of each cycle; and track and report on Participants' placement into both of these destination programs.

c) Staffing
Employ one (1) additional full-time or two (2) additional part-time staff, that in conjunction with existing Staff, will execute the following functions:

i) Bridge Program coordination;

ii) Instruction:

iii) Case management;

iv) Internship coordination;

v) "Bridge" partnership development with educational and employment services providers; and

vi) Bridge Program support, including data collection and analysis, recruitment, and intake.

5. The Agreement is amended by adding at the end thereof the Paid Sick Leave Law Contract Rider attached hereto.

6. The Revised Schedule 1 Program Plan of Appendix B – Scope of Work, attached hereto and made a part of this Agreement, reflects the provision of Bridge Program Services.

7. The Revised Appendix C – Program Budget, attached hereto and made a part of this Agreement, reflects the budget increase for the Bridge Program Services.

8. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties undersigned executed this Amendment No. 1 to the Agreement effective as of the date first above written.

Brooklyn Public Library

Authorized Agent

Brett D. Robinson

Name (Print)

Executive Vice President

Title (Print)

1/7/2016

Date

CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press
General Counsel

3/8/16

Date

AFFIRMATION

The undersigned Contractor affirms and declares that it is not in arrears to the City of New York upon debt, contract, or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York and has not been declared not responsible or disqualified by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts except

_____

(If none, so state):

Full Name of Contractor: _____

_____

Address: _____

City: _____ State: _____ Zip: _____

CHECK ONE (1) BOX AND INCLUDE APPROPRIATE NUMBER:

( ) A. Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER

_____ - _____ - _____

( ) B. Partnership, Joint Venture or other Unincorporated Organization
EMPLOYER IDENTIFICATION NUMBER

_____

(X) C. CORPORATION
EMPLOYER IDENTIFICATION NUMBER

11190426 1

BY: _____ Executive Vice President
(SIGNATURE) 1/7/2016 (TITLE)

If a corporation, place seal here

Must be signed by an officer or duly authorized representative

* "Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or Contractors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses which seek City Contracts."

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 8th day of March 20 16, before me personally came Caroline Press, to me known and known to me to be General Counsel of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and she acknowledged to me that she executed the same for the purpose therein mentioned.

Barbara A. Lavandeira

Notary Public or Commissioner of Deeds.

BARBARA A. LAVANDEIRA
Notary Public, State of New York
No. 02LA6274821
Qualified in New York County
Commission Expires Jan. 14, 2017

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of New York County of Kings ss:

On this 29th day of February 2016 before me personally came Brett D. Robinson , to me known, who, being by me duly sworn did depose and say that he/she resides at 10 Grand Army Plaza ; that he/she is the Exec. Vice President Finance and Administration of Brooklyn Public Library the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Jennifer R. Williams

Notary Public or Commissioner of Deeds.

Jennifer R. Williams
Notary Public, State of New York
No. 4739357
Qualified in Kings County
Commission Expires April 30, 2019

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____ 20____ before me personally came _____ , to me known, who, being by me duly sworn did depose and say that he/she resides at _____ ; that he/she is _____ _____ partner of _____, a limited/general partnership existing under the laws of the State of _____ _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____ 20____ before me personally came _____ , to me known, who, being by me duly sworn did depose and say that he/she resides at _____ _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

PAID SICK LEAVE LAW CONTRACT RIDER

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.[1] Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City's Department of Consumer Affairs ("DCA"); DCA's rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York ("Rules").

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA's education efforts and must comply with DCA's subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its "calendar year" pursuant to the PSLL ("Year") must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

[1] Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSLL may use sick time for any of the following:

- 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;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSLL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSLL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, 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 sick time to an employee because of non-compliance with such a policy.

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 sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- 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 his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- 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
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSLL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSLL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSLL civil penalties not to exceed $500 for a first violation, $750 for a second violation within two years of the first violation, and $1,000 for each succeeding violation within two years of the previous violation.

More Generous Polices and Other Legal Requirements

Nothing in the PSLL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous 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 sick time. The PSLL provides minimum requirements pertaining to 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 sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

Amendment

Department of Youth & Community Development

Young Adult Literacy Program

FY 2016 Young Adult Literacy Program Workscope

Updated December 2015 includes Bridge Program @ Bedford

Contract Number: _____

Agency Name: Brooklyn Public Library

Site Address: 10 Grand Army Plaza, Brooklyn, NY 11238

Contact Person: Kerwin Pilgrim

Telephone Number: 718-230-2212

Email: kpilgrim@bklynlibrary.org

Program Description

- **State your organization's mission and describe in what ways the YALP program furthers the mission.**

  It is the mission of Brooklyn Public Library (BPL) to ensure the preservation and transmission of society's knowledge, history and culture, and to provide the people of Brooklyn with free and open access to information for education, recreation and reference.
  The YALP program supports BPL's goals by providing education classes for opportunity youth in a free, resource rich, and student centered environment.

- **How does your program expect to meet the desired outcomes for the Opportunity Youth population served? Describe how the program activities are designed to help participants achieve the desired outcomes.**

  One of BPL's YALP program's guiding principles is based on a quote from Mark Twain that states: "I never let schooling get in the way of my education." In embracing the spirit of this quote, BPL's YALP's is committed to providing the rigorous, structured learning environment conducive for purposeful learning and self-efficacy to meet the desired outcomes for opportunity youth. YALP's philosophy is aligned with the greater Adult Learning Department's goal of fostering lifelong learning habits to support self-sufficient adults in the 21st century economy.

  A balanced literacy instructional approach (providing full scope literacy and math development) in a resource rich and technology equipped environment coupled with the holistic development of the participants via social and work readiness support, keeps the YALP program on track to meet the expectations of its participants as well as the mandated outcomes. Recognizing and rewarding positive behavior while encouraging creative expression are addition strategies used to achieve desired outcomes.

- **Describe the ways in which your agency plans to use the data to inform program management and decision making.**

  Program data collection and evaluation are integral parts of YALP's program management and quality assurance. On a weekly, monthly and quarterly basis statistical data collected and synthesized through the LUNA database and BPL's internal tracking spreadsheets will be used to inform the YALP Coordinator and Director of Adult Learning of any trending YALP program concerns or needs.
  Data driven decisions will be made strategically to improve program or staffing structures to ensure the best possible outcome of student recruitment, retention, participation, program experience and academic and personal outcomes. We've noticed an uptick of interest when we've used social media and have ramped up efforts in area. We've recognized the tipping point where students drop off and have discussed strategies with the YALP team to keep students engaged and motivated. We've made a conscious decision to tie group projects to their interests and concerns of the group to foster participation.

Program Structure & Implementation

- **Describe the strategies the program will implement to ensure participants, staff and partners have a clear understanding of program goals and expected outcomes.**

  Participants recruited and enrolled in YALP are invited to a mandated 2 day program orientation. This orientation is facilitated by the entire YALP team and is attended by students enrolled in both the Bedford and New Lots cohorts. During the session we familiarize participants with program expectations, goals, and desired student outcomes. Two days of engaging activities including ice breakers, paired work and academic mini lessons provide an overview of program expectations and experience and provide an opportunity for both participants and staff to gain clarity on what is expected during the cycle of YALP classes. Furthermore, during one on one and/or sessions with the student advisor and the work readiness coach throughout the cycle, students are informed of their performance and have opportunities to discuss their goals and expected program outcomes.
  Staff will receive a copy of the YALP program manual and other documentation to familiarize them with an overview of YALP, BPL's approach to serving opportunity youth, and the expectations and desired outcomes of the program.
  Before the start of each program quarter, the Coordinator will engage YALP staff members one on one and in a team meeting setting to review the previous quarter's performance and plan performance goals for the coming cycle, ensuring to align them to the broader goals established by the funder.
  The YALP Coordinator will visit other community agencies periodically to promote YALP and to discuss ways to collaborate. The program will also share email communication and print collateral about YALP and its goals with other agencies regularly to build and strengthen partnerships.

- **Explain the program's plan for recruitment and retention (include a description of your participant attendance policy).**

  The YALP program in partnership with BPL's marketing department will utilize the leverage of the BPL social media presence (twitter and Tumblr) to promote upcoming registration and enrollment periods each quarter. The YALP program also benefit from larger registrations from our WIOA funded Pre-HSE programs publicized via fliers and email blasts to community partners.
  Capitalizing on participant voice, experience, and engagement, YALP participants led by YALP team members will provide community street outreach to increase community awareness of YALP at BPL and leverage the power of peer recruitment. Promotion will include posting flyers and engaging with the public about the program.
  BPL's YALP program focuses on engaging youths on a daily basis in an environment that allows for creative expression, recognizing positive behaviors, and rewarding achievements virtually through badges or more tangibly through incentives. Staff are encouraged to be empathic and understanding youth professionals who can connect with participants on many levels. The program also fosters a community so students can also play a role in holding each other accountable for achieving program goals including retention.

- **Describe how your program prepares and supports staff to embrace and implement the Bridge program (taking into consideration program design, staffing & and staff development, adoption of a contextualized curriculum.)**

  The YALP and Bridge programs will adopt full time teachers beginning in Cycle 3. This new team will be oriented to the process of collaborated planning of literacy and math instruction, however the Bedford site instructor will be prepped to adopt and follow an assigned curriculum in the
  Other program features such as orientation, registration and intake and end of cycle celebrations will not differ between the sites as cohesive approaches to class expectations and process will be common place between both the YALP and Bridge sites.
  New staff will be oriented to program "common language" as it pertains to describing the program to potential students and their social collateral. The Bridge and YALP will continue to be promoted as a foundational skill building class for young adults.

- **Describe the strategies to build/strengthen partnerships with bridge destination programs (i.e HSE, employment, employment training programs etc.).**

  BPL will maintain its' pre-existing relationships with community organizations that represent a full scope of HSE (CUNY City Tech, Medgar Evers and Brooklyn College, Youth Lead, PRY, OBT) and employment training programs (The HOPE Program, Brooklyn Innovations, St. Nick's Alliance). Maintaining the relationships will help support seamless transitions from the Bridge site to destination programs as engagement with the students will occur along the continuum of their Bridge program experience. This will occur via program visits both on and off site.
  Provide an overview of the approach to social support (include a framework of the potential topics that will be covered).
    - **How will you infuse career and college counseling and transition support services to the approach? How will students get acclimated to the destination programs? Describe the approach to strengthen transition plans for participants?**

  BPL's YALP traditionally wraps each class cycle with 1:1 "Next Steps" conferences, where participants and members of the instructional team, meet to discuss the transitional options available to students after their post-tests. This will continue as a program practice with the Bridge component at Bedford – but Bridge will extend transitional supports by inviting transition sites to visit the Bridge class site to present the program options as well as schedule transition site visits by Bridge students, during the final weeks leading up to the Next Steps conferences. Familiarity with a program and staff can increase the likelihood of transitioning students to follow through with their Next Steps independently.

- **Describe an overview of the internship design and how the students' needs will be assessed to help inform the design each cycle.**

  The YALP Coordinator will research accessible and relatable career self-assessments that Bridge students will complete in the early weeks of the class. This will provide information for instructors to tap into and plan around students' curiosities (career exploration) interests (career sector representatives will visit the class sites for presentations and job talks), and strengths (internship work site placement and skill building).

- **Include the approach to develop worksites for internships**

Will capitalize on pre-existing relationships with internal (different departments within BPL) and external community partnerships to provide diverse internship opportunities for students. The Internship Coordinator will enhance the diversity and experiences for students each cycle, by developing new partnerships with organizations during the course of a cycle.
External sites that have accommodated YALP students for weeks of internship hours in the past have been Sean Casey Animal Rescue (healthcare sector) and Bed Stuy Campaign Against Hunger (healthcare sector). BPL will continue to seek out and develop dynamic portfolio of internship opportunities for students.
Internships will occur over the course of 9 weeks –

- ***Week 1, 2 and 3 will include soft skill development via Internship Bootcamp on site at Bridge – Bedford site***
- ***Week 4 will be an orientation/acclimation week for students at their workplace site***
- ***Week 5 through Week 9 will include work hours assigned at the site***

Program Schedule: Should include 15hrs of instruction (Math and Literacy), 5hrs of social support (individual and 3hr workshop), 6hrs of service learning, and any additional activities the program offers .

Cycles	Start Date	End Date	Program Closing Dates	# of Weeks
Cycle 1				
Cycle 2				
Cycle 3	January 20, 2016	April 7, 2016	April 11th – April 15th	11 ** revised from original workscope
Cycle 4	April 18, 2016	June 30, 2016	N/A	11

Activity Title	Description	Schedule	Total Hours
BEDFORD – Reading and Writing	**Explicit instruction in developing the reading and writing skills employed by master readers.**	**Monday 10am – 2pm Tuesday 10 am – 1pm Thursday 10am – 1pm**	**10 hours**
BEDFORD – Math	**Explicit instruction in the development of numeracy skills from basic math concepts and more complex math concepts connected to daily living.**	**Tuesday 1 to 2pm Wednesday 10am to 1pm Thursday 1 to 2pm**	**5 hours**
BEDFORD - Internship	**Participants who meet the attendance criteria and interest will participate in pre-placement training and overview and will commit the final 5 weeks**	**Dependent on internship site days – students will report to their internship site on any combination of a 3 day schedule Monday – Friday/3 hours a day, with one extended**	**10 hours**

	of an internship placement on-site. Pre-placement training will take place at the Bridge site and will include specific career tracks and site shadow.	4 hour day.	
BEDFORD - Social Support (one on one)	Academic short and long term goal monitoring and follow up, resources will be provided based on specific needs of the students.	Monday and Wednesday (all day) To provide 1:1 engagement with the cohort each week.	
BEDFORD - Social Support (group setting)	Whole group, theme based discussions centered on topics of concerns from social to health issues, relationships and independent adult skills. (social support)	Monday 2pm to 4pm (social support forum)	

Staffing Plan: should include all staff directly and indirectly working to support the participants

Title	Full Time/Part Time	Total Hours per Week	Role
YALP Coordinator	Full Time	Bedford and New Lots 35 hours	Responsible for the daily operations of YALP program at both sites, supervises and supports YALP staff, designs YALP program plans and schedule, interfaces with interdepartmental heads at BPL in addition to the funder contract manager, develops and maintains professional partnerships with community organizations, participates in budget development and monitoring, reviews program data prepares and submits monthly and quarterly narrative and statistical reports to the contract managers and finders.

YALP Student Advisor	Full Time	Bedford and New Lots 35 hours	Serves as "primary person" role in YALP. Interviews participants upon enrollment for intake, goal setting and follow up. Leads weekly social support forums with each cohort on a weekly basis. Meets 1:1 with each cohort member for follow up on academic and personal goals as well as attendance trends. Develops and maintain community organizations to secure guest speakers for social support forums and off site visits to expose students to community resources and program transitions options.
YALP Office Associate II	Full Time	Bedford and New Lots 35 hours	Provides administrative support for YALP programming, maintains inventory of program supplies, participant files, completes data entry into YALP online database - on a weekly basis, maintains records of incentive and stipend distributions, and additional administrative duties as needed.
(2) YALP Instructor s	Full Time	Bedford New Lots 35 hours	Deliver engaging and purposeful reading, writing and math instruction at a Pre-HSE level using Evidence Based instructional approaches aligned with Common Core Standards for his/her assigned cohort each week on a quarterly basis. Uphold and maintain the principles of Youth Development in instruction and classroom culture. The New Lots site Instructor will also develop and manage the service learning project for the lone YALP site.
			Develop and facilitate employment integrated skills

Internship Coordinator	Part Time	Bedford – 19 hours	building workshops focused on the development of soft and hard workplace skills, cultivations of work values and competency integrated into the participants emerging literacy, math and self-advocacy skills. In addition, develop and oversee internship (internal and external locations) site placements, monitor participation, provide feedback and evaluation of student growth group service learning projects and secure workplace assignment ("job shadowing" opportunities for qualified participants each quarter. Organize and lead long term goal based workshops, focused on college readiness and exposure. This will include site visits from and at local colleges and universities.

Amendment

Department of Youth and Community Development
PROGRAM BUDGET SUMMARY FY 2016

(FY 2016 - 7/1/2015 to 6/30/2016)

February 2015

DYCD ID #: 3696

Funding Component: DYCD Young Adult Literacy Program **Budget Code:**

Amendment #:

Name of CBO: Brooklyn Public Library

Address: 10 Grand Army Plaza
Brooklyn, NY 11238

Tel #: 718-622-4460 **Fax #:** 718-622-0812

Ex. Director: Linda E. Johnson **Tel #:** 718-230-2494

E-Mail: abala@bklynlibrary.org

Fiscal Officer: Brett Robinson **Tel #:** 718-230-2494

E-Mail: brobinson@bklynlibrary.org

EIN: 11-1904261 **SUI #:** 04-53584-3

For official use only:
Approved by Program: Date Approved: Telephone #:

Approved by CAFD: Date Approved:

Fiscal Agent: [ ]YES [ ]No

FA Name:

Operating Period: 7/1/2015 **Through:** 6/30/2016

In-Kind Contribution:

Cash Contribution:

Total CBO Budget (all sources) $38,992.00

Account Code		TOTAL DYCD BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	PERSONNEL SERVICES			
1100	Salaries and Wages	10,010	10,010	
1200	Fringe Benefits*	3,505	3,505	
1300	Central Insurance Program (CIP) **			
TOTAL PERSONNEL SERVICES		13,515	13,515	
	NON STAFF SERVICES			
2100	Consultants			
2200	Subcontractors			
2300	Stipends			
2400	Vendors			
2500	Fiscal Conduit			
TOTAL NON STAFF SERVICES				
	OTHER THAN PERSONNEL SERVICES			
3100	Consumable Supplies			
3200	Equipment Purchases	9,000	9,000	
3300	Equipment Other			
3400	Space Cost (total of Lines 3410 & 3420)			
3500	Travel			
3600	Utilities & Telephone			
3700	Other Operational Costs (total of Lines 3710 & 3720)	16,477	16,477	
3800	Van Maintenance			
3900	Fiscal Agent Services			
TOTAL OTHER THAN PERSONNEL SERVICES		25,477	25,477	
TOTAL DYCD COSTS		38,992	38,992	

*** When NOT under DYCD'S Fiscal Agent, the maximum rate is 35% and the minimum rate is 7.65% of the total salaries and wages.**

**** CIP rate is 4.5% of total budget.**

Note: Centrally Administered - Items covered by DYCD Policies are non-reimbursable items.

Please note: All highlighted fields (Blue) are calculated automatically from pages 2, 3, & 4 and cannot be changed manually.

Department of Youth and Community Development FY 2016

DYCD ID #: 3696
Budget Code:
Amendment #:

SALARIES AND WAGES SUPPORT SHEET FY 2016

Full Time Employees Only

# Of Pos.	Title Code	Position/Title	# of Months	Annual Salary	% Applied to DYCD	Total DYCD Cost
					Sub-Total	

Part Time Employees Only*

# Of Pos.	Title Code	Position/Title	Hourly Rate	Total Hours for Budget Period	Total Amount Part Time Staff
1	YE -	YOUTH EMPLOYMENT COORDINATOR	$35.00	286	$10,010
				Sub-Total	$10,010
				Total Budgeted Salaries	$10,010

* Note: Part Time employees must work fewer than 35 hours per week

Please note: *All highlighted fields (Blue) are calculated automatically and cannot be changed manually.*

Department of Youth and Community Development FY 2016

DYCD ID #: 3696
1754.64 Budget Code:
Amendment #:

Acct Code		TOTAL BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	FRINGE BENEFITS			
	Based on your total salaries the **minimum** amount for Fringe (if not under Fiscal Agent) is 7.65%		$ 766	
	Based on your total salaries the **minimum** amount for Fringe (if under Fiscal Agent) is 12.65%		$ 1,266	
	Based on your total salaries the **maximum** amount for Fringe is 35%		$ 3,504	
1200	**FRINGE BENEFITS**	$3,505	$3,505	Fringe Cannot

FICA @ 7.65%, Unemployment Insurance, Medical, Workers Compensation, Disability, Life Insurance & Pension

1300 **CENTRAL INSURANCE PROGRAM (CIP)**

Central Insurance Package **CIP must be 4.5% of Total Budgeted Amount**

General Liability, Workers' Compensation, Disability, Special Accident, and Property Insurance are covered under the DYCD Central Insurance Program (CIP).

NON STAFF SERVICES

2100 **CONSULTANTS** (Attach Consultant Agreement)

	Consultant Name	Description of Service	Amount
Line 1			
Line 2			
Line 3			
Line 4			
Line 5			

2200 **SUBCONTRACTORS** (Attach Sub-Contractor Agreement)

	Subcontractor Name	Prov EIN	Amount
Line 1			
Line 2			
Line 3			

2300 **STIPENDS**

2400 **Vendors** (Maintain on Site- DO NOT ATTACH Vendor Agreements)

	Vendor Name	Type of service	Amount
Line 1			
Line 2			
Line 3			

2500 **Fiscal Conduit (Discretionary Contracts Only)**

	Sub Recipient Service Provider	Prov EIN	Amount
Line 1			
Line 2			
Line 3			

Department of Youth and Community Development FY 2016

DYCD ID #: 3696
Budget Code:
Amendment #:

Acct Code		TOTAL BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	OTHER THAN PERSONNEL SERVICES			
3100	**CONSUMABLE SUPPLIES** Office, Program and Maintenance Supplies			
3200	**EQUIPMENT PURCHASES** ***Attach itemized equipment list.*** Copiers, Computers, Printers, and Furniture, Etc.	$9,000	$9,000	
3300	**EQUIPMENT OTHER** Maintenance, Repairs, Rentals, & Computer Software			
3400	**SPACE COST** (total of Lines 3410 & 3420)			
	3410 Public School **			
	3420 Space / Other **			
3500	**TRAVEL** Staff Travel, Bus Trips, Other			
3600	**TOTAL UTILITIES AND TELEPHONE** Includes Cable, Telephone, Internet			
3700	**OTHER OPERATIONAL COSTS** (total of Lines 3710 & 3720) Liability Ins., Postage, Admission tickets, Printing & Publications Bank Charges, Training & Conferences, Audit Fee* Food & Refreshments, Participant Costs, Sports Supplies, Etc.	$16,477	$16,477	
	3710 Other Costs		$16,477	
	3720 Indirect Costs ***			
3800	**VAN MAINTENANCE** (For DYCD assigned vans)			
3900	**FISCAL AGENT SERVICES** **See Fee Scale on Page 15 of the Budget Instructions**			

*** Note: Attach Audit Allocation Form if applicable**

****Note: If you are charging rent, attach a Space Cost Allocation Plan and a copy of your lease, mortgage statement, Department Of Education Permit and/or month to month rental agreement at the time of the budget submission.**

***** Maximum Rate is 10% of total budget**

Please note: *All highlighted fields (Blue) are calculated automatically and cannot be changed manually.*

MEMORANDUM OF UNDERSTANDING

-between-

THE NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

-and-

BROOKLYN PUBLIC LIBRARY

-for the-

YOUNG ADULT LITERACY PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement"), effective as of July 1, 2014, between the City of New York (the "City") acting by and through its Department of Youth and Community Development (the "Department"), having an office located at 156 William Street, New York, New York 10038, and Brooklyn Public Library ("Contractor") a not-for-profit corporation having its principal office located at 10 Grand Army Plaza, Brooklyn, New York 11238.

WHEREAS, the New York City Center for Economic Opportunity ("CEO") and the Department have jointly developed a Young Adult Literacy Program ("YALP") consisting of pre-General Educational Development ("GED") literacy programs targeting youth sixteen (16) to twenty-four (24) years old from low-income communities who are not working, not enrolled in school, and who read between the fourth and eighth grade levels which has been and will continue to be delivered by The New York Public Library, The Queens Borough Public Library, The Brooklyn Public Library, and community-based organizations; and

WHEREAS, CEO and the Department will continue to support and oversee Contractor's delivery of YALP to disconnected youth consistent with the YALP model described in the Comprehensive Literacy Services Request for Proposals PIN 26014CLITRFP issued by the Department on October 28, 2013 and an addendum thereto dated November 20, 2013; and

WHEREAS, CEO wishes for Contractor to continue to provide Young Adult Literacy Program services to disconnected youth; and

WHEREAS, CEO wishes for DYCD to administer the Young Adult Literacy Program services provided by Contractor; and

WHEREAS, Contractor wishes to provide the YALP services set forth in the hereto attached Appendix B, Scope of Work, and Appendix C, Budget, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree to be bound as follows:

ARTICLE I — DEFINITIONS

Section 1.01 Definitions

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

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

B. "Budget" shall mean the line-item costs and/or the performance based measures or fee-for-service rate schedule attached hereto as Appendix C.

C. "City" shall mean The City of New York.

D. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

E. "Comptroller" shall mean the Comptroller of the City of New York.

F. "Contractor" shall mean the entity entering into this Agreement with the Department.

G. "Department" or "DYCD" shall mean the City agency that has entered into this Agreement.

H. "Fiscal Agent" shall mean an entity (if any) retained by the Department, or retained by the Contractor at the direction of the Department, to issue payments to third parties on behalf of the Contractor or otherwise to assist the Contractor in the administration of its financial affairs.

I. "Fiscal Manual" shall mean a set of instructions provided by the Department to the Contractor documenting the applicable policies and procedures of the Department for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement and payroll, as may be amended by the Department. The Fiscal Manual is incorporated by reference and may be found online at http://www.nyc.gov/dycd. The Fiscal Manual is not intended to amend the material terms of this agreement with respect to either the Scope of Work, or the terms and conditions of this document or Appendix A.

J. "Improper Related Party Transaction" shall mean a Related Party Transaction that violates Not-for-Profit Corporation Law section 715.

K. "Key Employee" shall mean any person who is covered by the definition of "key employee" in Not-for-Profit Corporation Law section 102(a)(25) . Key Employees are persons, not including City officers and employees acting within the scope of their official government duties, in a

position to exercise substantial influence over the affairs of the Contractor, including voting members of the Board, the president, chief executive officer, chief operating officer, the treasurer and chief financial officer, and persons with a material financial interest in a provider-sponsored organization (as defined in 42 U.S.C. § 1395w-25), and anyone else meeting the definition of a person in a position to exercise substantial influence in 26 U.S.C. section 4958(F)(1)(A) and 26 CFR section 53.4958-3(C), (D), and (E).

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

M. "Related Party" shall mean (i) any director, officer or Key Employee of the Contractor or any affiliate of the Contractor; (ii) any relative of any director, officer or Key Employee of the Contractor or any affiliate of the Contractor; or (iii) any entity in which any individual described in clauses (i) and (ii) of this definition has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent.

N. "Related Party Transaction" shall mean any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Contractor or any affiliate of the Contractor is a participant.

O. "State" shall mean the State of New York.

ARTICLE II — TERM OF AGREEMENT

Section 2.01 Term. The term of this Agreement begins on July 1, 2014 for a period of four (4) years through June 30, 2018.

Section 2.02 Renewal. This Agreement may not be renewed.

Section 2.03 Future Funding. Since the period of performance contemplated by this Agreement involves performance by the Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of funds for such subsequent City fiscal year(s). Contractor also understands that the Department is under no obligation to continue its funding after the expiration of the term of this Agreement.

ARTICLE III — SCOPE OF WORK AND BUDGET

Section 3.01 Scope of work.

A. Services and Activities. Contractor shall provide the services and activities in program areas or programs listed and described in the Scope of Work attached hereto as Appendix B and the Program Plans appended to the end thereof.

B. Healthy food environment. The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, in addition to the services set forth in Appendix B, 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 Contract, any healthy food promotional materials provided to the Contractor by the Department.

C. New York City Food Standards. This paragraph 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 attached New York City Agency Food Standards with regard to the provision of food to program participants under this Agreement, including compliance with the New York City Food Standards for beverage vending and food vending machines (http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml) for any vending machines to which program participants are granted access.

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

Section 3.03 Payment. The Department shall pay the Contractor an amount not to exceed three hundred fifty thousand dollars ($350,000) during each year of the Agreement, with such amount including one hundred thousand dollars ($100,000) each year of the Agreement for a paid internship or group project component as set forth in Appendix B, and a total contract amount not to exceed one million four hundred thousand dollars ($1,400,000) during the term of the Agreement for all services provided under the Agreement. Payment shall be made in accordance with the Budget and the Fiscal Manual. The Department shall pay Contractor on a reimbursement basis for expenditures made in accordance with Appendix B and the line-item budget attached hereto as Appendix C. This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a duly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

Section 3.04 Cost allocating and duplication.

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

B. Cost allocation plan. Contractor shall accurately and equitably allocate costs which are attributable to the operation of two or more programs among such programs, or which are costs attributable to two or more governmental funding sources, by a method which represents the benefit of

such costs to each program or funding source. The Contractor shall upon commencement of services or as soon thereafter as practicable develop and deliver to the Department a cost allocation plan for the Department's approval.

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

1. Relates to allowable costs as defined in applicable laws, regulations and policies of the federal, State and City governments;

2. Relates to costs necessary for the Contractor's performance pursuant to this Agreement;

3. Fairly and accurately reflects the actual allocable share of such cost with respect to this Agreement;

4. Is developed in accordance with generally accepted accounting principles; and

5. Is accompanied by such supporting documentation as the Department deems necessary to evaluate the plan.

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

E. Notwithstanding any provision in this Section to the contrary, the Department further reserves the right to withhold any payments to the Contractor for allocated costs in the event that the Department determines that the cost allocation plan is unsatisfactory in whole or in part, or determines that such allocated costs have been incorrectly determined, are not allowable, or are not properly allocable pursuant to this Agreement and or approved cost allocation plan.

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

ARTICLE IV — FISCAL PROCEDURES

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

Section 4.02 Accounts

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

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

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

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

Section 4.04 Financial records, reporting and invoicing. Contractor shall submit financial reports and invoices to the Department in accordance with the terms of the Fiscal Manual. Any supporting documents required to be maintained by this Agreement or the Fiscal Manual shall be made available for inspection and reproduction by the Department, the City Comptroller, and such other persons as authorized by the Department, including the Inspector General for the Department and the Department of Investigation. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of this Agreement.

Section 4.05 Procurement requirements.

A. Procurement records. Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts and documentation for any payments, expenditures or refunds made to or received by Contractor in connection with this Agreement. Contractor may maintain a petty cash fund in accordance with the Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of $1,000. Contractor shall make all procurement expenditures in excess of $1,000 by check or credit card.

B. Extent of competition required. Contractor shall retain records which detail the method of procurement, the basis for selection or rejection of a contractor, consultant or supplier and the basis for the contract price. If federal or State Laws require procurement methods other than those set forth herein, then Contractor shall also comply with such procurement methods.

1. Contractor must solicit and document at least three (3) written estimates for any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of $25,000. The monetary threshold applies to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.

2. For any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts between $5,000 and $25,000, Contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. The monetary thresholds apply to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.

3. The City may retain the services of a Group Purchasing Organization (GPO) to facilitate the purchase of supplies or other items. If the City retains such a GPO, the Department may direct Contractor to utilize the services of such GPO. If the Contractor is directed by the Department to use the GPO or if the Contractor becomes a member of and makes purchases through the GPO retained by the City with or without the City's direction, Paragraph B shall not apply to those purchases and the procurement requirements will be satisfied through the use of the GPO.

C. Equipment. If so directed by the Department, title to all equipment or other property purchased at a price in excess of $5,000 with funds obtained through this Agreement shall be in the name of the City of New York. Contractor shall properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such equipment in the manner provided in the Fiscal Manual or as otherwise directed by the Department, and shall maintain detailed records concerning such dispositions. At the Department's request, Contractor must execute a UCC-1 to evidence the Department's interest in equipment purchased at a price in excess of $25,000 and to enable the Department to perfect that interest by filing or otherwise.

D. M/WBE suppliers. Contractor is encouraged to utilize businesses and individual proprietors listed on the NYC Online Directory of Certified MWBE Businesses, available at www.nyc.gov/sbs, as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

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

Section 4.06 Limitation on use of funds.

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

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

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

Section 4.07 Recoupment of disallowances, improperly incurred costs and overpayments. The Department may, at its option, either require the Contractor to reimburse the Department or withhold for the purposes of set-off any monies due to Contractor under this Agreement up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, the amount of any overpayment to Contractor with regard to this Agreement or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Agreement, and/or amounts incurred on any Improper Related Party Transaction Prior to the imposition of withholding for the purposes of set-off, the Department will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

Section 4.08 Failure to spend funds. In the event that Contractor fails to spend funds for any part of the Budget within the time indicated therein (i.e., the fiscal year unless otherwise indicated) or at the level of expenditures indicated therein, the Department reserves the right, in its discretion, to recoup any funds advanced and not spent. If Contractor fails to spend funds in the budget, the Department reserves the discretion to reduce the budget going forward to account for the expected future level of expenditures.

Section 4.09 Provisions Applicable When Fiscal Agent Disburses Funds To Contractors

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

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

C. **Fiscal Agent documentation.** Upon reasonable request and approval by the Department, Contractor shall have the right to inspect any fiscal documents relating to this Agreement as may be maintained by a Fiscal Agent, if applicable. Contractor may request from the Department copies of any or all the following documents relating to the funds to be provided hereunder, with said documents to be furnished by the Fiscal Agent, subject to the Department's approval, within a reasonable time of the request: monthly budget and expenditure reports; budgets and budget modifications; and audit reports, where available.

ARTICLE V — RECORDS, DELIVERABLES, AUDITS AND REPORTS

Section 5.01 Records to be maintained. 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; audit reports; all programmatic records and accounts maintained in connection with this Agreement, including program, research and other reports and publications prepared in connection with this Agreement; all financial books, records and accounts reflecting payments made by Contractor for petty cash expenditures in connection with this Agreement; all applicable licenses and permits; Board member lists and all minutes and attendance sheets (dated and signed) for meetings of the Board of Directors and any of its committees responsible for the oversight of the program(s) funded under this Agreement; certificate of incorporation and 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; the Contractor's Conflict of Interest Policy, if applicable pursuant to Not-for-Profit Corporation Law section 715-a; the Contractor's Whistleblower Policy, if applicable pursuant to Not-for-Profit Corporation Law section 715-b; the documents concerning the Board's approval of a Related Party Transaction, if applicable pursuant to Not-for-Profit Corporation Law section 715; any Related Party's disclosure statement, if applicable pursuant to Not-for-Profit Corporation Law section 715-a(c); and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Contractor shall permit the Department and its authorized representatives including the Department's Inspector General, the Comptroller of the City of New York, 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.

Section 5.02 Deliverables and reports. Contractor shall submit the deliverables and periodic reports required by this Agreement, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by the Department.

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

Section 5.04 Federal audit requirements. If applicable, the Contractor shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, "Audits of Institutions of

Higher Education and Other Non-Profit Organizations," and shall provide such audit to the Department within thirty (30) days after its receipt of the final audit by the Contractor from the preparing accountant.

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

Section 5.06 Additional audit and financial reporting requirements.

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

1. Contractors with gross revenues less than $250,000 in any fiscal year shall file a copy of the annual unaudited financial report that it is required to file pursuant to Not-for-Profit Corporation Law section 172-b(2-a) with the Department.

2. Contractors with gross revenues between $250,000 and $500,000[1] in any fiscal year shall file an annual financial statement with the Department, which includes an independent certified public accountant's review report in accordance with the "statement on standards for accounting and review services" issued by the American Institute of Certified Public Accountants. The financial statement shall be prepared in conformance with generally accepted accounting principles (GAAP), including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations.

3. Contractors with gross revenues in excess of $500,000[2] shall file with the Department an annual audit report by an independent certified public accountant. Said audit report shall contain an opinion, signed by such certified public accountant that the financial statements are presented fairly in all material respects and in conformity with GAAP, including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations, and that the financial sheet and balance sheet present fairly the financial operations and position of the organization. The financial report must be signed by the president or other authorized officer and the chief fiscal officer under penalties of perjury that the statements are true and correct to the best of their knowledge.

[1] As of July 1, 2017, this provision applies to contractors with gross revenues between $250,000 and $750,000. As of July 1, 2021, this provision applies to contractors with gross revenues between $250,000 and $1,000,000.
[2] As of July 1, 2017, this provision applies to contractors with gross revenues in excess of $750,000. As of July 1, 2021, this provision applies to contractors with gross revenues in excess of $1,000,000.

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

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

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

ARTICLE VI — PERSONNEL PRACTICES AND RECORDS

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

Section 6.02 Compensation of certain employees, Vacancies, and Board of Directors.

A. Employee list. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a list of certain employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this Agreement. For each listed employee, Contractor shall provide the current total compensation (including all benefits), all sources of the employee's total compensation, whether from this contract or another City, State, Federal or private source, and the dollar amount of compensation from each such source.

B. Vacancies. Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer and/or Chief Operating Officer, and/or the senior programmatic supervisory personnel or the functional equivalent of such positions.

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

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

Section 6.04 Recruitment and hiring of staff.

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

B. Background checks.

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

2. The Contractor shall comply with Article 23-A of the New York State Correction Law and Section 296(15) and (16) of the New York State Executive Law when considering an applicant's prior criminal convictions in determining their suitability for employment. In accordance with Article 23-A, nothing in this Agreement shall be construed to limit a Contractor's authority to withdraw conditional offers of employment for any lawful reason, including the determination that the candidate has a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public.

3. With respect to any employment governed by Article 23-A of the Correction Law or Section 296 of the New York State Executive Law, except where the Contractor obtains prior written approval from the Department, the Contractor shall not ask questions regarding an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications on any preliminary employment application documents or ask questions about an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications before or during the first interview with the applicant.

4. Consistent with the requirements of Executive Law §296(15) and (16), following the first interview, the Contractor may ask applicants to disclose their prior criminal convictions and any arrests or criminal accusations that are pending and have not been terminated in favor of the applicant. Agencies shall limit their review and consideration of an applicant's criminal convictions to (i) an individual's felony convictions in the state of New York or in any other jurisdiction; (ii) an individual's unsealed misdemeanor convictions in the state of New York or in any other jurisdiction; and (iii) any

pending charges against the applicant. Consistent with State law, past arrests not leading to a criminal conviction shall not be considered. (Please note that, pursuant to Section 380.1 of the Family Court Act, juvenile delinquency adjudications are not criminal convictions. Also, pursuant to Section 720.35(1) of the Criminal Procedure Law, a youthful offender adjudication is not a criminal conviction.) In addition, the Contractor may request a waiver from the Department of any provision of this Section and be permitted to ask relevant questions pertaining to the qualifications to hold a specific position, upon demonstrating the need for such waiver.

5. Notwithstanding any other provision of this Section, if the Contractor is hiring for positions requiring licensure, including positions such as interns and apprentices for such licensed positions (e.g. prospective attorneys), the Contractor may ask applicants the same questions asked by the licensing body, in accordance with New York State law. In addition, if the Contractor is hiring for positions where certain convictions or violations are a bar to employment in that position under Law, the Contractor may ask questions about those convictions or violations.

6. Where practicable, the Contractor shall provide for the review by a supervisor of a decision not to hire based on prior criminal convictions.

C. Drug-free workplace.

1. Contractor shall conspicuously post at any facility at which activities funded in whole or in part through this Agreement occur, a statement notifying all staff that the manufacture, distribution, dispensing, unauthorized possession, and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition (the "Drug-Free Workplace Policy"). Contractor shall provide a copy of the Drug-Free Workplace Policy to each staff member as part of his or her initial employment orientation with Contractor, and shall inform such staff member that compliance with the terms of the Drug-Free Workplace Policy is a mandatory condition of employment or retention of employment. Contractor shall provide the Department with a written certification that its Facility complies with the Drug-Free Workplace Policy prior to commencement of services funded through this Agreement.

2. Contractor shall provide an on-going drug-free awareness program to inform all staff about the dangers of drug abuse in the workplace; the Contractor's enforcement of its Drug-Free Workplace Policy; the availability of drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon staff and clients or participants for violating the Drug-Free Workplace Policy.

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

4. Contractor shall take one of the following actions within thirty (30) calendar days of receiving notice of such a conviction with respect to any staff member so convicted: (a) appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such convicted staff member both to participate satisfactorily in

a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency, and to make a good faith effort to continue to abide by the Drug-Free Workplace Policy.

Section 6.05 Board of Directors.

A. Except as provided in Paragraph B of this Section 6.05, the Contractor's employees and members of their immediate families, as defined in Paragraph C of this Section 6.05, may not serve on the Board of Directors of the 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.

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

C. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. For the purposes of this Section 6.05, a member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this paragraph, a member of the Board is deemed to exercise authority over all employees of the Contractor.

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

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

Section 6.06 Conflict of interest policy.

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

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

B. The Conflict of Interest Policy shall require that prior to the initial election of any director, and annually thereafter, such director shall complete, sign and submit to the Board Secretary 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 the Contractor has a relationship, and any transaction in which the Contractor is a participant and in which the director might have a conflicting interest. The Board Secretary shall provide a copy of all completed statements to the chair of the audit committee or, if there is no audit committee, to the Board Chairperson.

ARTICLE VII — PROGRAM FACILITY

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

Section 7.02 Signage. Upon request by the Department, and consistent with applicable Laws and applicable lease and license requirements, Contractor will prominently display signs inside and outside the facility(ies) used for the program indicating such information as the program name, its sponsorship by the Department, the program activity and the days and hours of operation. In addition, Contractor shall prominently display inside the facility(ies) all signs, provided by the Department, if any, advising of any of the Contractor's obligations with regard to Equal Employment Opportunity laws.

Section 7.03 Security and emergency plan.

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

operations shall be sufficient to comply with the terms of this requirement. The Contractor shall cooperate with the City during any emergency affecting the Contractor's services and/or facilities.

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

ARTICLE VIII — CENTRAL INSURANCE PROGRAM

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

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

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

ARTICLE IX — REPRESENTATIONS AND COVENANTS OF CONTRACTOR

Section 9.01 Eligibility. Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document (e.g., the request for proposals) under which it proposed for and was awarded this Agreement. Any material change in the eligibility compliance information supplied in Contractor's contract proposal must be reported to the

Department within a reasonable time thereof. Failure to do so will be deemed a material breach of this Agreement and could result in termination of this Agreement.

Section 9.02 Program services.

A. Except where expressly set forth in the Scope of Work and approved by the Department, Contractor represents and warrants that eligibility for admission to the services funded through this Agreement shall not be restricted on the basis of actual or perceived age, race, color, 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.

B. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, except as required by law or unless a waiver of this provision is approved in writing by the Department. 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.

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

ARTICLE X — MISCELLANEOUS

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

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

- Standard Human Services Agreement (this document);
- Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical and Human Client Services);
- Appendix B (Scope of Work);
- Appendix C (Budget); and
- Fiscal Manual.

ARTICLE XI— SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE

Section 11.01 Availability of supportive services and technical assistance. At its sole discretion, the City may provide, either directly or through its designee, technical assistance to Contractor in such areas as: (1) program planning, development, coordination and dissemination of information; (2) preparation of reports and materials required by the City and/or other governmental entities with jurisdiction over Contractor's activities relating to the operation of services funded through this Agreement; (3) compliance with applicable Laws, guidelines and administrative memoranda; and/or (4) issues or matters affecting Contractor's performance under this Agreement.

Section 11.02 Training. At its sole discretion, the City may provide, either directly or through its designee, training/technical assistance to Contractor's employees and Board members, relating to the management and operation of the program funded through this Agreement. If training and/or technical assistance is made available, Contractor must commit appropriate employees and board members to attend/participate at training sessions, as instructed by the City or its designee. Failure to do so may negatively affect Contractor's performance rating, which could in turn lead to termination of this Agreement.

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

implement certain policy changes. Any such recommendations, and the Contractor's responses thereto, will be provided to the Department for its consideration and any appropriate actions under this contract.

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

ARTICLE XII – APPENDIX A

Section 12.01 Appendix A. The attached Appendix A, "General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services" is incorporated and made a part of this Agreement.

APPENDICES

Appendix A – General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services
Appendix B – Scope of Work
Appendix C – Program Budget

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

CITY OF NEW YORK BY AND THROUGH THE DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT

Caroline Press

Caroline Press
Acting General Counsel

9/25/19
Date

BROOKLYN PUBLIC LIBRARY

Brett D. Robinson
Authorized Signature

Brett D. Robinson
Name

Executive Vice President
Title

9/16/2014
Date

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)
:ss:
COUNTY OF NEW YORK)

On this 25th day of September 20 14, before me personally came Caroline Press, to me known and known to me to be Acting General Counsel of the NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Notary Public or Commissioner of Deeds.

ANN DOHENY
Commissioner of Deeds
City of New York No. 2-13484
Certificate Filed in New York County
Commission Expires 5-1-2016

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of New York County of Kings ss:

On this 16th day of September 20 14 before me personally came Brett Robinson, to me known, who, being by me duly sworn did depose and say that he/she resides at 10 Grand Army Plaza; that he/she is the Exec. VP & CFO of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Notary Public or Commissioner of Deeds.

Jennifer R. Williams
Notary Public, State of New York
No. 4739357
Qualified in Kings County
Commission Expires April 30, 2015

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____ County of _____ ss:

On this_____day of_____ 20 _____before me personally came_____ to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

_____
Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this_____day of_____ 20 _____before me personally came_____ to me known, who, being by me duly sworn did depose and say that he/she resides at_____ _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

_____
Notary Public or Commissioner of Deeds.

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

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APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

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

A. "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

D. "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" shall mean the Comptroller of the City of New York.

G. "Contractor" shall mean the entity entering into this Agreement with the Department.

H. "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" shall mean the City agency that has entered into this Agreement.

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

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The 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. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The 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. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. 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 Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The 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 the Contractor if such employment or service would violate Chapter 68 of the Charter.

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

D. Except as provided in Paragraph E below, the Contractor's employees and members of their immediate families, as defined in Paragraph F below, may not serve on the Board of Directors of the 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.

E. 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 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.

F. Without the prior written consent of the Commissioner, no person may hold a job or position with the 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 Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

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

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Section 2.03 Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The 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.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars ($50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee 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 Agency

shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars ($5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars ($5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars ($5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX 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, the Contractor shall provide any other information demonstrating that the proposed subcontractor 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 Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts 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 or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section 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, the Contractor shall cause the 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.

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the

City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days' written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars ($50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Section 4.06 Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly

or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars ($100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or

2. Suspension or termination of the Agreement; and/or

3. Declaring the Contractor in default; and/or

4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City 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, or 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, 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 that 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 (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that 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 Paragraph 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 Paragraph (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. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term "person" as used in this Section 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 in this Section 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 in this Section 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 the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the

costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least

One Million Dollars ($1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name 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.

C. Such Commercial General Liability Insurance shall contain no exclusions for abuse or molestation, including exclusions for such claims arising out of negligent employment, investigation, supervision, reporting or retention.

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars ($1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars ($1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business 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 CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.08 Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

1. C-105.2 Certificate of Workers' Compensation Insurance;

2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;

3. Request for WC/DB Exemption (Form CE-200);

4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or

5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). In the case where program services are to be offered at a New York City Department of Education (DOE) or a New York City Housing Authority (NYCHA) facility, Contractor will also endorse in the Contractor's general liability policy DOE or NYCHA, as the case may apply, as an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner of the New York City Department of Youth and Community Development, Attn. Assistant Commissioner Contract Agency Finance Department, 156 William Street, New York, New York 10038 and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement.

The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The

Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. 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 Section 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 Section 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 Section is applicable to contracts valued at Twenty-Five Thousand Dollars ($25,000) and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be

finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section 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, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party

may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice o:

Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on it own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

No claim shall be made by the Contractor against any officer, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; 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 Health; 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 it has 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 materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's 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 link 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 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 City or State Board of Elections.

6. For the purposes of Paragraph A of this Section, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section 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.

C. Assistance in Completing Voter Registration 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 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 City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding 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 Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Participation in an International Boycott

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 federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., 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, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

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

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of $250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead

the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.10 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 ("E.O. 150"), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except N/A.

Full name of Proposer or Bidder *[below]*

Queens Borough Public Library

Address 89-11 Merrick Boulevard

City JAMAICA State NY Zip Code 11432

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

☐ A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

☐ B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

☑ C - Corporation

EMPLOYER IDENTIFICATION NUMBER 11-1904262

By [signature] CEO
Signature

Interim President & CEO
Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Liability Insurance, dated September 17, 2014, concerning insurance policy number ZBY9185709 is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

The undersigned insurance broker further represents to the City of New York that the Commercial General Liability insurance policy, referenced in the Certificate of Liability, is issued by a company or companies that may lawfully issue the required policy and has an A.M. Best rating of at least A-VII or a Standard and Poor's rating of at least AA.

Arthur J Gallagher

[Name of broker (typewritten)]

377 Oak St Garden City NY 11530

[Address of broker (typewritten)]

Rayso_Chacana@ajg.com

[Email address of broker (typewritten)]

516-822-2426/516-622-2626

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

Rayso Chacana

[Signature of authorized official or broker]

Rayso Chacana-Client Representative

[Name and title of authorized official (typewritten)]

State of New York)
County of Nassau) ss.:

Sworn to before me this 17th day of September 2014

NOTARY PUBLIC FOR THE STATE OF New York

TERESA J. ZIEGLER
Notary Public - State of New York
No. 01ZI6103026
Qualified in Nassau County
My Commission Ends December 15, 2015

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

(a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.

(b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.

(c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:

(i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
(ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.

(d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

(e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of $100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of $100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at $100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

APPENDIX B

SCOPE OF WORK

ARTICLE I — DEFINITIONS

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

1) "ADA" means average daily attendance.

2) "Common Core State Standards" means the Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects developed in 2010 by the Council of Chief State School Officers and the National Governors Association which have been adopted voluntarily by nearly all the states, including New York.

   a) The Common Core State Standards are being incorporated into Kindergarten through grade twelve (12) ["K-12"] education and separate standards into adult education as well; and they will also be phased into the High School Equivalency ("HSE") tests.

   b) Reading and writing standards for each of the disciplines require differentiated literacy practices to enable students to integrate knowledge and ideas from multiple texts.

3) "Disconnected Youth" means youth sixteen (16) to twenty-four (24) years old who are not working and are not enrolled in school.

4) "Facilities" means the three (3) sites, identified in the Program Plans appended hereto as Schedule 1, at which Program Services, defined below, are provided.

5) "Participant" means a member of the Target Population who is enrolled in the Program, as such terms are defined below.

6) "Pre-HSE Instruction" means intensive basic literacy and numeracy pre-HSE instruction provided to Disconnected Youth reading at pre-HSE levels, which are reading levels from the fourth through eighth grade levels, as measured by the TABE, defined below.

7) "Program" means a Pre-HSE Instruction Program seeking to meet the needs of the Target Population, defined below, which is considered hard-to-serve in terms of maturity and skill levels, by supplementing Pre-HSE instructional services with paid internships and comprehensive support services to assist members of Target Population to successfully transition to programs that will prepare them for passing the HSE tests and thereby earn the high school credentials that will enable them to access jobs or higher education.

8) "Program Services" means activities conducted by the Contractor under this Agreement in its performance of the Program that do not duplicate those provided and paid for by other funding sources, including but not limited to, New York State Employment Preparation Education funds.

9) "Staff" means all persons, whether paid or volunteer, engaged by Contractor to provide Program Services.

10) "TABE" means Test of Adult Basic Education.

11) "Target Population" means Disconnected Youth from low-income communities who read at the 4.0 to 8.9 grade levels, as measured by the TABE, with a focus on Disconnected Youth who read at the fourth and fifth grade levels, as measured by the TABE.

ARTICLE II — PROGRAM SERVICES

Contractor shall provide Program Services at each of the Facilities pursuant to the terms of this Agreement, including but not limited to the Program Budget, Appendix C; the RFP, Appendix D; the Proposal, Appendix E, and the Fiscal Manual, as follows:

1) Deliver Pre-HSE Instruction as follows:

a) Maintain an active enrollment of twenty (20) Participants at any given time and an ADA of fifteen (15) Participants at each of the Facilities.

b) Provide basic literacy and numeracy Pre-GED Instruction classes tailored to the needs and interests of youth and young adults that must meet a minimum of fifteen (15) hours per week at each of the Facilities.

i) Present curriculum topics in contexts such as work readiness, health and financial literacy, and other areas of particular interest to older adolescents.

ii) Obtain approval from CEO and DYCD for all curricula materials.

c) Incorporate Common Core State Standards in instruction.

d) Conduct outreach at each of the Facilities to target Participants who read at the fourth and fifth grade levels, as measured by the TABE, and work with them until they are able to successfully transition to programs that will prepare them for passing the HSE tests.

i) Partner with other organizations to identify eligible students.

e) Provide each Participant with Program Services until such Participant either achieves an 8.9 grade level in reading and math or the end of the Agreement term is reached.

f) Provide an orientation program for all newly enrolled Participants prior to class placement.

g) Place Participants in classes based on the results of intake literacy tests.

h) Implement appropriate testing procedures and regular assessment of Participant progress toward individual goals.

i) Use assessments to structure classes and design individual coaching strategies.

j) Foster the development of digital literacy skills through incorporation of computer-assisted instruction and computer skills training, as well as other strategies.

k) Provide all classes free of charge.

l) Provide classes year round (*e.g.*, offer several terms with short breaks between cycles).

m) Collaborate with the DYCD-funded technical assistance provider to incorporate high quality ongoing professional development for Staff.

2) Provide a case management approach that offers comprehensive ancillary services, including goal setting with Participants, work readiness, information on post-secondary education, workshops on life skills and conflict resolution, and other vocational and social services as needed to ensure Participant retention; and provide each Participant with support services, including case management, for at least five (5) hours per week, some of which may be provided in a group setting.

3) Establish linkages with appropriate community organizations, government agencies, education providers, and other service providers to help Participants achieve outcomes through supportive services not directly provided by the Program.

4) Provide Participants with modest incentives (*e.g.*, Metrocards and recognition for good attendance) to support regular attendance.

5) Promote a youth development framework, including creating an environment of high expectations, establishing a "primary person system" that assures each Participant has a close adult support and contact, and focusing on Participant strengths and involvement.

6) Provide Participants who achieve a ninth grade reading level the opportunity for a smooth transition to HSE tests preparation classes or other education, training or employment.

7) Provide Participants who are not suited to the Program with counseling, information, and referrals to appropriate service providers.

8) Develop a time-limited paid internship or group project experience at each of the Facilities with the following components only for those Participants who maintain attendance of at least seventy percent (70%) in the literacy and numeracy classes:

a) An orientation period focusing on academic and job skills necessary to prepare Participants for successful participation in the internships.

b) A range of options to promote career exploration and building of new skills.

i) Offer Participants the opportunity to participate in the paid internships or group projects within the first four (4) weeks of each instructional cycle and maintain it until the end of the cycle.

ii) Participants will participate in paid internships or group projects approximately six (6) hours per week for five (5) to nine (9) weeks and receive a stipend of fifty dollars ($50.00) per week.

c) Workshops on topics such as work readiness skills, problem solving, team building, and peer support.

d) Maintenance of records of Participants' time in internships or group projects and Participant stipend receipts which would be available to DYCD upon request.

9) Achieve the required outcomes ("Outcomes") listed below:

a) Demonstrated improvements in literacy skill levels of one (1) or more grade levels in one (1) year by fifty-five percent (55%) of enrolled Participants served annually, based on TABE test scores.

b) Demonstrated improvements in numeracy skill levels of one (1) or more grade levels in one (1) year by fifty-five percent (55%) of enrolled Participants served annually, based on TABE test scores.

10) Participate in ongoing monitoring and evaluation activities led by CEO or its designated evaluator to determine whether the Program is achieving its goals, which said activities may include site visits, surveys, interviews, focus groups, administrative record reviews, and other data collection and rigorous evaluation strategies, and submission of Participant-level and Program data over and above what DYCD requires.

11) Maintain the Facilities and ensure that:

a) The Facilities are easily accessible by public transportation; of appropriate size and design to accommodate Staff, Participants and Program Services, including private space for small group and individual tutoring; meets the local fire, health and safety standards; and complies with the federal Americans with Disabilities Act, or, with prior written approval from DYCD, alternative measures are in place to deliver Program Services to Participants with disabilities.

b) The Facilities are equipped with a computer for access by, and internet service is maintained for, Staff and Participants; and e-mail addresses are established for the Program Director and key Staff.

c) There is prominently posted in the Facilities a notice, in English and such other language(s) as are appropriate for Participants, giving the name, address, and telephone number of DYCD and stating that DYCD is the oversight agency for the Program, that complaints about the Program may be made anonymously to DYCD, and that DYCD will investigate and resolve such complaints.

12) Recruit, screen, hire, and supervise appropriately qualified Staff to provide Program Services, in compliance with applicable federal and local non-discrimination and equal employment laws, rules, and regulations, as follows:

a) Ensure that:

i. Program administrators are knowledgeable in successful literacy and numeracy practices and youth development principles and approaches.

ii. Teachers and counselors have, at a minimum, bachelor's degrees and appropriate training and experience serving youth and young adults.

iii. Staff provide services in a manner that is sensitive to the backgrounds and cultures of Participants.

iv. Key Staff have at least three (3) years' experience in the last five (5) years providing literacy and numeracy instruction as well as workforce development for Disconnected Youth or a similar population

v. Staff meets at least once a month to review Participant progress, exchange information and share instructional strategies.

vi. Program directors attend periodic meetings sponsored by DYCD to share best practices and address issues that may arise in the course of delivering Program Services.

b) Incorporate into the Program ongoing Staff professional development activities, as follows:

i) Provide activities in the following suggested areas:

(1) Common Core State Standards

(2) Digital literacy

(3) Student intake, outreach, and recruitment

(4) Curriculum development

(5) Assessment and outcomes

(6) Career exploration and post-secondary education planning

(7) Workplace readiness skills

(8) Exemplary instructional practices, including contextualization of instruction

ii) Deliver activities using modalities that may include, but are not limited to, the following:

(1)Training workshops

(2) Conferences

(3) Symposia

(4) Panel discussions

(5) Peer teaching observations

(6) Webinars

iii) Provide training at the following levels:

(1) Instructional Staff will receive a minimum of eighteen (18) hours of approved Staff development activities per year, in addition to instruction in the proper administration of assessment instruments.

(2) All new instructional Staff will receive pre-service training and a minimum of eighteen (18) hours of approved Staff development activities that are regularly scheduled during Staff's first calendar year of employment.

(3) All Staff involved in data collection and record keeping will receive training at DYCD.

iv) Document and maintain on file all Staff development activities upon completion of approved workshops by Staff.

(1) Program managers and administrators will maintain a log of Staff development activities.

v) May require Staff to participate in peer-based quality improvement exercises (such as workshops and site visits) and collect data to assess improvement.

c) Screen the backgrounds of all prospective Staff before hiring or retaining the same, as follows:

i) Require that all Staff serving Participants less than twenty-one (21) years of age be fingerprinted, except that Staff who are seventeen (17) years old or younger and who are still attending school are not required to be fingerprinted.

ii) Ensure compliance with all federal, State, and City regulations, including 42U.S.C.§5119, and DYCD regulations, policies, and procedures with respect to investigation for criminal conviction histories of Program Staff members, proposed or currently employed, including any required fingerprinting procedures for youth programs.

iii) Before hiring or retaining any prospective Staff member with a criminal conviction history, provide written notification to DYCD and, in consultation with DYCD, determine, in accordance with applicable law, including Article 23-A of the New York Corrections Law, whether it would be appropriate to have that person serve as a Staff member.

iv) Require that all Staff give immediate notice of any arrest, and, upon learning, at any time during the Term, that a Staff member has been arrested, notify DYCD of the arrest and the alleged conduct underlying the arrest;

(1) Await the determination of DYCD as to whether the Staff member's presence at one of the Facilities poses any threat to Participants before allowing such Staff member to return to one of the Facilities where Participants are present;

(2) If DYCD determines that the presence of such Staff member at one of the Facilities poses a threat to Participants, such Staff member shall be barred from the Facilities pending resolution of the criminal matter and final determination of DYCD as to whether such Staff member may continue to provide any Program Services;

(a) Ensure that any vacancy resulting from the barring of such Staff member is promptly filled with another appropriately qualified person; and

(b) Should the filling of such vacated position necessitate the employment or retention of additional Staff, select the same subject to all applicable provisions of this Article II.

v) To ensure that effective protection is afforded to Participants and Staff members, make diligent efforts to inform DYCD when Contractor becomes aware of the arrest or criminal conviction record of any Staff member.

vi) Hire Staff subject to final approval by DYCD.

vii) Verify prior employment and references of all Staff through direct contact.

viii) Provide rosters of all Staff in the Program whether funded directly by DYCD or otherwise.

ix) Verify the actual existence of claimed Staff through an inspection by senior agency Staff.

d) Maintain sufficient trained Staff and resources, including computer technology, to deliver Program Services and perform necessary administrative functions throughout the Term, including, but not limited to:

i) Program evaluation;

ii) Implementation of corrective action required by DYCD;

iii) Program monitoring;

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

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

e) Provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement thereof, to be kept in the Staff member's personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.

13) Maintain records and make reports as follows:

a) Track and report data related to the required Outcomes listed in Article II, Section 9):

i) Maintain and submit Participant-level data, reflecting Participant and household characteristics, services provided, improvements in literacy and numeracy skills levels, and Outcomes achieved, on a monthly and quarterly basis in an electronic format to be designated by DYCD.

ii) Report, additionally, on Participant enrollment, attendance, contact hours per Participant, retention, promotion or referral to HSE classes, participation in the internships or group projects, and access of social services.

iii) Maintain an effective computerized system for data collection and management that meets the following specifications:

(1) Microsoft Internet Explorer 8 or greater, Mozilla Firefox 7 or greater, Safari, or Google Chrome is required.

(2) A minimum connection speed of 1 MB/s download speed (*i.e.*, basic DSL) is required; dial-up modems are not sufficient.

(3) Up-to-date antivirus software is required.

(4) Firewall software or hardware is strongly recommended.

(5) A computer system that employs hierarchical password protection to define and restrict access to specified users who are Staff members is required.

b) Submit all required fiscal and Program reports to DYCD in accordance with DYCD procedures and requirements set forth herein and in the Fiscal Manual.

c) Comply with monitoring, evaluation, and reporting requirements as required by DYCD and CEO.

d) Promptly report any information concerning corrupt or other criminal activity, conflicts of interest, unethical conduct, misconduct, or incompetence by any Staff to the Inspector General for DYCD at the City Department of Investigation.

14) Participate in the DYCD Public Health Insurance Options Plan in accordance with Local Law 1.

15) Ensure that with respect to subcontracts, linkages, referral and assistance, and service coordination:

a) Administrative functions, including but not limited to data entry and record keeping, shall not be subcontracted, nor shall Program Services be performed by any entity with which there is no DYCD-approved subcontract.

i) All subcontractors and subcontracts must receive DYCD approval before expenses are incurred and payment is made.

b) All subcontract, linkage or referral agreements between Contractor and other service providers shall be in accordance with and subject to the terms of this Agreement.

c) Nothing contained in any such subcontract, linkage or referral agreement shall

i) impair the rights of DYCD under this Agreement;

ii) relieve Contractor of any responsibility under this Agreement;

iii) create any contractual relationship between any entity with whom Contractor has entered into a subcontract, linkage or referral agreement and DYCD.

d) All subcontracts, linkages and referrals shall be monitored by Contractor to ensure satisfactory delivery of Program Services.

16) Ensure that no person shall be hired for any position nor contract be entered into with any person for services in connection with the Program if an immediate family member and/or household member of that person is employed by Contractor in any management capacity, including as an officer or member of Contractor's board of directors. For purposes of this Agreement, the following are included within the definition of "immediate family and/or household member":

a) Persons related by co-sanguinity, adoption and/or affinity including but not limited to the following: father, father-in-law, grandfather, mother, mother-in-law, grandmother, brother, step brother, brother-in-law, sister, step sister, sister-in-law, son, step son, son-in-law, daughter, step daughter, daughter-in-law, niece, nephew, aunt, uncle, cousin;

b) Persons who have a child in common regardless of whether such persons have been married or have lived together at any time;

c) Persons legally married to each other whether separated or not;

d) Persons living together and/or domestic partners regardless of whether such persons are registered as domestic partners in accordance with the New York City Administrative Code §3-240 and/or E. O. Number 123, dated August 7, 1989 and E. O. Number 48, dated January 7, 1993.

APPENDIX B
SCHEDULE 1

PROGRAM PLANS

Department of Youth and Community Development
FY 2015 Young Adult Literacy Program Workscope

Date:	July 8th, 2014
Agency:	Brooklyn Public Library
Contact Person:	Kerwin Pilgrim, Director of Adult Learning
Telephone Number:	718-230-2212
Email:	kpilgrim@bklynlibrary.org
Site Address:	Bedford Learning Center - 496 Franklin Avenue, 2nd floor Brooklyn, New York 11237

Contract Number: 166569

Academic/Case Management Component Begin/End Dates (7/1/14 - 6/30/15):

Cycle 1		Cycle 2		Cycle 3		Cycle 4	
7/28/2014	9/10/2014	9/29/2014	12/18/2014	1/12/2014	4/2/2014	4/20/2014	6/30/2014
7		12		12		12	

Participants are expected to attend Pre-HSE instruction for 15 hours/week; of which 5 hours is Numeracy instruction. **There is an expected minimum of 43 weeks of instruction per year.** Participants are expected to receive 5 hours per week of social support which includes case management.

Activity	Meeting Days (M,T,W,Th,F,S,Su)	Hours Begin/End	Hours/Week
Example: Reading/Writing	*M-F*	*10:00AM - 12:00PM*	*10 Hours*
Reading/Writing	Monday, Tuesday and Thursday	10am -12 (M & T) 10 - 1 (Th)	7 hours
Math	Tuesday - Thursday	12pm - 2pm (T) 10 - 12 (W) & 1pm - 2pm (Th)	5 hours
Social Support	Monday, Wednesday & Friday	12 - 2 (M & W) 10 - 3 (F)	4 hours + 6 hours internship

Briefly describe the social support approach/activities:

BPL's YALP social support also dubbed, Student Advisement, is recognized as an intrinsic component of YALP's principled youth development foundation. Using a strengths/asset based approach, the Student Advisor will function as the Primary Person to assist participants in self reflective assessments, goal setting (academic and personal), and periodic monitoring. Participants will engage in a weekly series of full cohort life skills forums and presentations, as well as 1:1 advisement sessions. Forums may include topics such as developing healthy relationships, successful steps to securing independent living, Next Steps, College or Career?, safer sex practices and a host of topics of relevence and interest to young adults. Social support will complement rigorous math and literacy instruction with student conferences and 1:1 academic advisement sessions. During student conferences, participants along with the Advisor and YALP instructor, engage in an in-depth discussion of their academic experience in YALP and action plans will be created with recommendations for study habits, tutoring and specific skills focus. 1:1 advisement will provide opportunity for participants to discuss their progress in reaching academic and personal goals and obtain linkages to community resources (financial, health, housing, etc.) via referrals by the Student Advisor. BPL's Student Advisor approach will support participants' development as life long, reflective learners and will support young people with developing the tools to manage complex life circumstances while successfully participating and engaging in

Internship/Group Project Component

Students who maintain 70% or better weekly attendance are eligible for placement in an internship. Projects are expected to last 5-9 weeks per cycle per year.

Please provide an overview of your internship component, including goals, potential projects and number of participants.

Work readiness content will be infused into the weekly instruction of YALP. The Work Readiness Coach will facilitate weekly workshops focused on the development of key components of work readiness including but not limited to the development of work values, professionalism, technology savviness, and interpersonal skills. The workshops primary goals and outcomes will include tangible benchmarks of successful preparation for engagement with entry level work opportunities. These benchmarks include: career exploration and creation of dream career board and/or on-line profile, job application submission(s) both paid or unpaid, independently drafting a life or work resume, scoring and attending an interview for applied job and finally securing employment, a volunteer position or an internship. During the intial 3 weeks of each YALP cycle, participants will be assessed for attendance and program commitment. When participants have met or exceeded eligibility for YALP internship, those participants will be required to participate in a 5 - 8 week long media/digital arts based group project, community sevice project and or individualizd placement in 1 of 5 BPL Adult Learning Centers as a Center Operations Intern. During the projects and/or Center placement, participants will be able to apply the learned readiness skills from their weekly workshops in a controlled, monitored environment. Site Supervisors who will also serve as mentors will be asked to evaluate the youth's internship performance on a variety of hard and soft skills. Group projects include the creation of a public service announcement around a community issue, themed digital stories, supporting local community farms, food pantries and clothing pantries. The group projects will include a combined group of participants from the other BPL YALP site. A minimum of 10 to 12 eligible (based on attendance) students from each cohort will participate. The end of the cycle and internship will culminate in a presentation of lessons learned.

Department of Youth and Community Development
FY 2015 Young Adult Literacy Program Workscope

Date:	July 8th, 2014
Agency:	Brooklyn Public Library
Contact Person:	Kerwin Pilgrim, Director of Adult Learning
Telephone Number:	718-230-2212
Email:	kpilgrim@bklynlibrary.org
Site Address:	New Lots Learning Center - 665 New Lots Ave, 2nd Floor Brooklyn, NY

Contract Number: 766568

Academic/Case Management Component Begin/End Dates (7/1/14 - 6/30/15):

Cycle 1		Cycle 2		Cycle 3		Cycle 4	
7/28/2014	9/10/2014	9/29/2014	12/18/2014	1/12/2014	4/2/2014	4/20/2014	6/30/2014
7		12		12		12	
Number of Weeks		Number of Weeks		Number of Weeks		Number of Weeks	

Participants are expected to attend Pre-GED instruction for 15 hours/week; of which 5 hours is Numeracy instruction. **There is an expected minimum of 43 weeks of instruction per year.** Participants are expected to receive 5 hours per week of social support which includes case management.

Activity	Meeting Days (M,T,W,Th,F,S,Su)	Hours Begin/End	Hours/Week
Example: Reading/Writing	*M-F*	*10:00AM - 12:00PM*	*10 Hours*
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APPENDIX C

Budget

Department of Youth and Community Development
PROGRAM BUDGET SUMMARY FY 2015

(FY 2015 - 7/1/2014 to 6/30/2015)

Revised February 2014

DYCD ID #:

Funding Component: DYCD Young Adult Literacy Program Budget Code:

Amendment #:

Name of CBO: Brooklyn Public Library

Address: 10 Grand Army Plaza
Brooklyn, NY 11238

For official use only: Approved by Program: Date Approved: Telephone #:

Approved by CAFD: Date Approved:

Fiscal Agent: [ ]YES [ ]No
FA Name:

Tel #: 718-622-4460 Fax #: 718-622-0812

Ex. Director: Linda E. Johnson, President Tel #: 718-230-2494

E-Mail: abale@bklynlibrary.org

Fiscal Officer: Brett Robinson Tel #: 718-230-2494

E-Mail: brobinson@bklynlibrary.org

EIN: 11-1804261 SUI #: 04-53584 3

Operating Period: 7/1/2014 Through: 6/30/2015

In-Kind Contribution:

Cash Contribution:

Total CBO Budget (all sources)

Account Code		TOTAL DYCD BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	PERSONNEL SERVICES			
1100	Salaries and Wages	232,679	232,679	
1200	Fringe Benefits*	59,511	59,511	
1300	Central Insurance Program (CIP) **			
	TOTAL PERSONNEL SERVICES	292,190	292,190	
	NON STAFF SERVICES			
2100	Consultants			
2200	Subcontractors			
2300	Stipends	24,709	24,709	
2400	Vendors			
2500	Fiscal Conduit			
	TOTAL NON STAFF SERVICES	24,709	24,709	
	OTHER THAN PERSONNEL SERVICES			
3100	Consumable Supplies	5,851	5,851	
3200	Equipment Purchases			
3300	Equipment Other			
3400	Space Cost (total of Lines 3410 & 3420)			
3500	Travel			
3600	Utilities & Telephone			
3700	Other Operational Costs (total of Lines 3710 & 3720)	27,250	27,250	
3800	Van Maintenance			
3900	Fiscal Agent Services			
	TOTAL OTHER THAN PERSONNEL SERVICES	33,101	33,101	
	TOTAL DYCD COSTS	350,000	350,000	

* When NOT under DYCD'S Fiscal Agent, the maximum rate is 30% and the minimum rate is 7.65% of the total salaries and wages.

** CIP rate is 4.5% of total budget.

Note: Centrally Administered - items covered by DYCD Policies are non-reimbursable items.

Please note: *All highlighted fields (Blue) are calculated automatically from pages 2, 3, & 4 and cannot be changed manually.*

DYCD ID #:
Budget Code:
Amendment #:

SALARIES AND WAGES SUPPORT SHEET FY 2015

Full Time Employees Only

# Of Pos.	Title Code	Position/Title	# of Months	Annual Salary	% Applied to DYCD	Total DYCD Cost
1	EA	EDUCATIONAL ADVISOR	12	$38,192	100%	$38,192
1	CR	COORDINATOR	12	$62,830	100%	$62,830
1	AA	ADMINISTRATIVE ASSISTANT	12	$32,887	100%	$32,887
					Sub-Total	$133,909

Part Time Employees Only*

# Of Pos.	Title Code	Position/Title	Hourly Rate	Total Hours for Budget Period	Total Amount Part Time Staff
1	IN	INSTRUCTOR	$35.00	1021	$35,736
1	IN	INSTRUCTOR	$35.00	1021	$35,735
1	JR	JOB READINESS COUNSELOR	$35.00	780	$27,300
				Sub-Total	$98,770
				Total Budgeted Salaries	$232,679

* Note: Part Time employees must work fewer than 35 hours per week

Please note: All highlighted fields (Blue) are calculated automatically and cannot be changed manually.

15750

DYCD ID #:
Budget Code:
Amendment #:

Acct Code		TOTAL BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	FRINGE BENEFITS			
	Based on your total salaries the minimum amount for Fringe (if not under Fiscal Agent) is 7.65%		$ 17,800	
	Based on your total salaries the mialmum amount for Fringe (if under Fiscal Agent) is 12.65%		$ 29,434	
	Based on your total salaries the maximum amount for Fringe is 35%		$ 81,438	
1200	**FRINGE BENEFITS**	$59,511	$59,511	

FICA @ 7.65%, Unemployment Insurance, Medical, Workers Compensation, Disability, Life Insurance & Pension

1300 **CENTRAL INSURANCE PROGRAM (CIP)**

Central Insurance Package — **CIP must be 4.5% of Total Budgeted Amount**

General Liability, Workers' Compensation, Disability, Special Accident, and Property Insurance are covered under the DYCD Central Insurance Program (CIP).

NON STAFF SERVICES

2100 **CONSULTANTS** (Attach Consultant Agreement)

	Consultant Name	Description of Service	Amount
Line 1			
Line 2			
Line 3			
Line 4			
Line 5			

2200 **SUBCONTRACTORS** (Attach Sub-Contractor Agreement)

	Subcontractor Name	Prov EIN	Amount
Line 1			
Line 2			
Line 3			

2300 **STIPENDS** $24,709 $24,709

AMEX Cards

*BPL plans to use the surplus of 343 (valued at $18,505) AMEX cards already on hand to provide stipends to students.

2400 **Vendors** (Maintain on Site- DO NOT ATTACH Vendor Agreements)

	Vendor Name	Type of service	Amount
Line 1			
Line 2			
Line 3			

2600 **Fiscal Conduit (Discretionary Contracts Only)**

	Sub Recipient Service Provider	Prov EIN	Amount
Line 1			
Line 2			
Line 3			

Department of Youth and Community Development FY 2015

DYCD ID #:
Budget Code:
Amendment #:

Acct Code		TOTAL BUDGET	PROGRAM ADMINISTERED	CENTRALLY ADMINISTERED
	OTHER THAN PERSONNEL SERVICES			
3100	**CONSUMABLE SUPPLIES** Office, Program and Maintenance Supplies	$5,851	$5,851	
3200	**EQUIPMENT PURCHASES** ***Attach itemized equipment list.*** Copiers, Computers, Printers, and Furniture, Etc.			
3300	**EQUIPMENT OTHER** Maintenance, Repairs, Rentals, & Computer Software			
3400	**SPACE COST** (total of Lines 3410 & 3420)			
	3410 Public School **			
	3420 Space / Other **			
3500	**TRAVEL** Staff Travel, Bus Trips, Other			
3600	**TOTAL UTILITIES AND TELEPHONE** Includes Cable, Telephone, Internet			
3700	**OTHER OPERATIONAL COSTS** (total of Lines 3710 & 3720) Liability Ins., Postage, Admission tickets, Printing & Publications Bank Charges, Training & Conferences, Audit Fee* Food & Refreshments, Participant Costs, Sports Supplies, Etc.	$27,250	$27,250	
	3710 Other Costs		$27,250	
	3720 Indirect Costs ***			
3800	**VAN MAINTENANCE** (For DYCD assigned vans)			
3900	**FISCAL AGENT SERVICES** See Fee Scale on Page 15 of the Budget Instructions			

*** Note: Attach Audit Allocation Form if applicable**

****Note: If you are charging rent, attach a Space Cost Allocation Plan and a copy of your lease, mortgage statement, Department Of Education Permit and/or month to month rental agreement at the time of the budget submission.**

***** Maximum Rate is 10% of total budget**

Please note: ***All highlighted fields (Blue) are calculated automatically and cannot be changed manually.***