



**Office of the Mayor**  
Office of the Criminal  
Justice Coordinator

**John Feinblatt**  
Criminal Justice Coordinator

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**REQUEST FOR PROPOSALS (RFP)**  
**NEGOTIATED ACQUISITION for**  
**COURT-BASED INTERVENTION AND RESOURCE TEAMS (CIRT)**  
**PIN#: 00213N0004**

The New York City Criminal Justice Coordinator's Office and the New York City Department of Health and Mental Hygiene jointly seek application(s) from qualified vendors to develop one or more of five (5) Court-based Intervention and Resource Teams (CIRTs), one in each borough. Each CIRT will provide client advocacy, community-based supervision and case management services for inmates in New York City Department of Correction (DOC) custody presenting with mental health issues and assessed as posing low to moderate flight and recidivism risks and who meet the eligibility criteria for either pre-trial supervision or post-dispositional alternative-to-incarceration services. Each CIRT would serve both misdemeanor- and felony-level defendants under four distinct tracks designed to provide a graduated level of supervision and case management services either during the pendency of the criminal case (pre-disposition ATD) or as a condition of sentence (ATI).

Applications may be obtained:

**Date:** Beginning Friday, May 10, 2013  
**Time:** Between 9:00 am and 5:00 pm  
**Place:** Criminal Justice Coordinator's Office  
1 Centre Street, Room 1012  
New York, NY 10007

The application is also available for download at [www.nyc.gov/cityrecord](http://www.nyc.gov/cityrecord).

A Pre-Proposal Conference will be held:

**Date:** Thursday, May 23, 2013  
**Time:** 10:30 am  
**Place:** 125 Worth Street, Auditorium  
New York, NY 10013  
*(Attendance is optional but suggested)*

The deadline for proposal submissions is:

**Date:** Wednesday, June 19, 2013  
**Time:** 4:00 pm  
**Place:** Criminal Justice Coordinator's Office  
1 Centre Street, Room 1012 North  
New York, NY 10007

**Contacts:**

**Names:** Migdalia Veloz and Gerald Foley  
**Email:** [cjcdohmh@cityhall.nyc.gov](mailto:cjcdohmh@cityhall.nyc.gov)

The New York City Office of the Criminal Justice Coordinator  
&  
The New York City Department of Health and Mental Hygiene

Negotiated Acquisition of Court-based Intervention Resource Teams (CIRT)

PIN# 00213N0004

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**AUTHORIZED CONTACT PERSONS:**

Proposers are advised that the Authorized Contact Persons for all matters concerning this application are:

**Migdalia Veloz and Gerald Foley**  
**[cjdohmh@cityhall.nyc.gov](mailto:cjdohmh@cityhall.nyc.gov)**



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## SECTION I - TIMETABLE

**A. Release Date of this Solicitation:            May 10, 2013**

**B. Questions**

Questions about this Solicitation may be asked at the Pre-Proposal Conference set forth in Section C below or submitted in writing to the E-Mail Address listed below.

Question/Clarification Deadline:

- **Date:**     **June 12, 2013**
- **Time:**     **5:00 p.m.**
- **E-Mail:**   **cjcdohmh@cityhall.nyc.gov**

Answers to questions will be available no later than close of business June 14, 2013 on the soliciting Agency websites at <http://www.nyc.gov/html/cjc/html/home/home.shtml> and <http://www.nyc.gov/html/doh/html/home/home.shtml> . In addition, a list of the questions and answers (Addendum) will also be sent to all who picked up or downloaded the Solicitation. Additional addenda may be issued when CJC and DOHMH jointly determine that an expeditious response to one or more questions is required to promote the quality and responsiveness of submitted proposals.

**C. Pre-Proposal Conference:**

- **Date:**       **May 23, 2013**
- **Time:**       **10:30 a.m.**
- **Location:** **125 Worth Street, Auditorium**

Attendance by proposers is optional but strongly recommended.

**D. Application Due Date and Time and Location:**

- **Date:**     **June 19, 2013**
- **Time:**     **4:00 p.m.**
- **Location:** Applications shall be submitted to:  
Office of the Criminal Justice Coordinator  
1 Centre Street, Room 1012 North  
New York, NY 10007

*E-mailed or faxed applications will not be accepted*

CJC and DOHMH advise proposers to deliver proposals by hand. Applications received at this location after Applications Due Date and Time are late and shall not be accepted, except as provided under New York City's Procurement Policy Board Rules. CJC and DOHMH will consider requests to extend the Application Due Date and Time prescribed above. However, unless CJC and DOHMH jointly issue a written addendum that extends the Application Due Date and Time, applications must be submitted by the due date and time prescribed above.

**E. Anticipated Contract Start Date:   **October 1, 2013****

## **SECTION II - SUMMARY OF THE SOLICITATION**

### **A. Purpose of Solicitation**

The New York City Criminal Justice Coordinator's Office and the New York City Department of Health and Mental Hygiene (collectively referred to as the CITY) jointly seek application from qualified vendors to develop five (5) Court-based Intervention and Resource Teams (CIRTs), one in each borough, near the criminal courthouses. Each CIRT will provide client advocacy, community-based supervision and case management services for inmates in New York City Department of Correction (DOC) custody<sup>1</sup> presenting with mental health issues and assessed as posing low to moderate flight and recidivism risks and who meet the eligibility criteria for either pre-trial supervision or post-dispositional alternative-to-incarceration services. Vendors' program services would be appropriate and sufficient to effectively address issues and needs specific to the target population(s) and to facilitate participants' successful reintegration into the community. These services will be designed both to promote pre-trial diversion opportunities for detainees with mental health issues whom the court otherwise would not release, and to expand access to community-based supervision and behavioral health services without duplication of services currently availed through the City's Alternative-to-Incarceration (ATI) provider community.

In 2011, Mayor Bloomberg convened the Citywide Justice and Mental Health Steering Committee to develop data-driven strategies to inform ways to reduce recidivism and improve outcomes for chronically reoffending inmates presenting with mental health issues. With the assistance of the Council for State Governments, this committed stakeholder group worked to develop a citywide program model to address the disparity in length of stay for inmates identified with mental health issues. Stakeholders recommended developing alternative-to-detention (ATD) options and the expansion of available alternative-to-incarceration (ATI) services targeting individuals with diverse mental health needs who can be supervised in the community during the pendency of their criminal case and/or as an alternative sentence upon conviction without compromise to public safety.

This application will fund programs serving Criminal and Supreme Court defendants currently detained in a City jail who have been identified by DOHMH as having a mental health issue ("M" designation) and who are deemed eligible for a CIRT referral based on their Criminal Justice Agency (CJA) Failure to Appear (FTA) risk score, the pending criminal charges and DOC risk of readmission score. The CITY would make this information available, with consent, to defense counsel, who could then enlist the CIRT services to expedite eligible client release.

The Criminal Justice Coordinator's Office (CJC) will administer and oversee the court-based advocacy and the program monitoring and reporting of participant compliance with court-mandated activities that are supported under this Solicitation, while the Department of Health and Mental Hygiene (DOHMH) will administer and monitor the delivery of clinical and case management services provided by each CIRT. Each CIRT would serve defendants under four distinct tracks, which are detailed subsequently in this Solicitation: ATD Misdemeanor; ATD Felony; ATI Misdemeanor; and ATI Felony. The ATD tracks are designed to serve eligible defendants during the pendency of the criminal case (pre-disposition), while the ATI tracks support the delivery of more intensive assessment and case management services as a condition of sentence. The proposer's CIRT(s) would offer a range of general to more specialized ATD and ATI services that would be responsive to the needs of the targeted population(s) including behavioral health, gender-specific, family, vocational, educational, medical, and housing issues, among others. CIRTs would be designed to deliver these services both directly and through referral to an established network of community-based providers.

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<sup>1</sup> The CITY reserves the right to augment such contracts to include services to individuals with mental health issues in the NYC central booking and/or the criminal court arraignments at a future date and upon agreement with the vendor(s).

Selected vendors will be awarded two contracts: a contract for court-based advocacy and reporting services with CJC; and a contract for compliance monitoring and clinical services with DOHMH. Each contract will involve a unique and separate list of performance-based milestones on which the vendor will be required to report in order to receive payment from the appropriate contracting department.

Greater consideration will be given to proposers that demonstrate the following: 1) in-depth knowledge of the courts and local correctional processes and procedures, including borough-specific court practices related to diversion options; 2) successful experience in advocating for and enrolling appropriate participants; 3) established linkages with and proficiency working across systems including community treatment, corrections, the defense bar, prosecutors, and the courts in the county or counties they will serve; 4) understanding and ability to successfully achieve jail displacement and reduce recidivism; 5) knowledge of mental health best practices for serving high need individuals; 6) demonstrated ability to provide evidence informed short term treatment/intervention; 7) successful experience operating ATD and/or ATI programs that specifically target clients with mental health issues including those with co-occurring substance use issues; and 8) demonstrated knowledge of federal, state, and local laws, rules and regulations regarding confidentiality, as well as the ability to provide safe and secure infrastructure for sharing highly-sensitive client-level data including any IT systems and access protocols to protect client confidentiality.

### **B. Service Options**

The service areas are as follows: Brooklyn, Bronx, Manhattan, Queens and Staten Island.

Proposers may apply to serve more than one service area. However, a separate and complete proposal must be submitted for each service area being proposed. In the case that a proposer is eligible for more than one contract award, the CITY reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interest of the CITY, respectively, how many and for which service area(s) the proposer will be awarded a contract.

### **C. Anticipated Contract Term**

It is anticipated that the term of the contracts awarded from this Solicitation will be for three years, with a provisional three-year option to renew. The CITY reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

### **D. Anticipated Payment Structure**

It is anticipated that the payment structure of the contract(s) awarded from this RFP will be based on a combination of line-item budget reimbursement supporting program start-up during the first quarterly period of the awarded contract term and performance-outcome measures (i.e., specific performance-based outcome measures and related financial incentives and/or disincentives, unit payments tied to outcomes, milestone payments tied to outcomes, and/or liquidated damages tied to outcomes).

However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

## **SECTION III - SCOPE OF SERVICES**

### **A. CITY Goals and Objectives for this Solicitation**

The CITY's goals and objectives for this Solicitation are to contract with high-quality, experienced providers to implement one ATD/ATI CIRT in each borough. Community-based organizations (CBOs) are not limited to applying for one CIRT; however, separate applications must be submitted for each CIRT proposed.

### **B. CITY's Assumptions Regarding Contractor Approach**

The City's assumptions regarding which approach will most likely achieve the goals and objectives set out above are:

#### **1. Contractor Qualifications**

##### **Experience**

The Contractor would have extensive experience:

- Operating ATD and/or ATI programs that supervise and serve Criminal- and Supreme Court-involved individuals in New York City;
- Providing services to defendants with mental health issues and co-occurring substance use disorders including, but not limited to mental health screening and assessment; case management; crisis intervention; medication monitoring; entitlements and benefits coordination; group work; and referrals/linkages to other community-based organizations including treatment, vocational services and housing providers; and,
- Working within the court system to advocate for the release of eligible defendants to ATD/I program services, and reporting on participant progress to judges and other stakeholders including the defense bar, with greater consideration given to organizations that demonstrate extensive experience working with the court system in the borough(s) they propose to serve.

##### **Skills and Capacity**

The Contractor would have experience in meeting and the ability to meet the following requirements:

- Coordinate with jail-based personnel and defense providers to develop an ATD or ATI linkage and supervision plan to meet the detained individual's needs. Such plans will be presented in court.
- Work in the courts of the borough(s) it proposes to serve. In cases when a proposer submits applications to serve more than one borough, each proposal must set forth a clear understanding of and ability to effectively navigate distinctions in court practices governing ATD/-I diversion and community supervision.
- Advocate for client placement in ATD/-I services along the continuum of the legal case process, depending on borough and case-specific circumstances.
- Assess behavioral health issues and provide a broad array of needs-responsive case management and other program services both directly and through referral to an established network of culturally competent providers with experience engaging the justice-involved population. Greater consideration

will be given to proposers whose program model incorporates evidence-based practices and interventions including curriculum/a.

- Demonstrate linkages to the behavioral health care system. Health Home participants will be highly considered.
- Retain clients in services and to produce jail displacement.
- Demonstrate ability to positively impact on recidivism through targeted supervision and program services.
- Demonstrate the ability to monitor and provide timely reporting to the court on client compliance and progress in the program, and to quickly implement graduated sanctions in response to non-compliance with court mandates and program rules.
- Demonstrate the ability to adapt treatment plans, as needed, to articulate and advocate for the behavioral health treatment needs in court and, in turn, articulate criminal justice requirements to behavioral health treatment providers.
- Demonstrate the ability to maintain accurate and up-to-date individual case and program performance data and to comply with all reporting requirements as prescribed under this solicitation.
- Demonstrate the ability to begin program operations quickly.

## **Staffing**

Staffing in each borough CIRT should include, at minimum, the following positions:

*Resource Coordinator:* The CIRT Resource Coordinator receives information from DOC daily regarding defendant eligibility and immediately liaises with defense counsel to explore interest in engaging defendant in CIRT program. With consent of defense, the defendant's willingness to participate would then be determined. If affirmed, the Resource Coordinator notifies the ATD/I court representatives to begin the process of engaging the candidate. The Resource Coordinator will document in the central database: 1) defense attorney willingness to engage defendant in program; 2) defendant's interest in program; and, 3) court decision concerning the defendant's placement in program.

*Court Representatives:* Serve as primary liaisons between the CIRT and the Court and present the program offer to the Court. Individuals with pending criminal cases who meet the designated risk criteria set forth under this Solicitation would be recommended for placement in the CIRT's ATD Track for pre-dispositional supervision and interim case management services. For those to be recommended for mandate to CIRT services as a condition of sentence (ATI Track), the court representative will draft and present to the Court a community supervision plan informed by assessed behavioral health and other case management needs, and respond to any inquiries. In addition, the court representative documents court outcome in the program database; and provides regular, timely participant compliance and progress status updates both at court appearances and as requested by the Court.

*Supervising Case Manager (LMSW):* Provides supervision of the case managers and peer staff and clinical services within the CIRT. Oversees documentation and appropriate case files, manages risk assessments and other clinical assessments, liaise with DOHMH staff, manage direct service caseload, interface with treatment providers, appear in court, and manage crisis situations with the entire team as needed.

*Case Manager(s):* Provides direct community supervision and case management services, facilitating participant compliance with all court-mandated conditions and program requirements. Secures linkages with other community-based treatment and service providers to address all primary and ancillary needs, and promotes engagement in aftercare services and other rehabilitative services, e.g., employment, education, etc. Case Manager(s) must have a Bachelor of Social Work or a Bachelor of Arts degree in a social service-related field.

*Peer Counselor(s)/Advocate(s) (part-time):* At the direction of the supervising Social Worker, provides supportive services to promote participant engagement that may include but are not limited to coaching, group facilitation, and other intensive engagement activities. The Peer Advocate must be a graduate of the Howie the Harp Peer Training or similar peer training program, consistent with the agency's policies regarding the staffing of peers.

*Psychiatrist (part-time):* Conducts mental health evaluations; prescribes and monitors administration of psychotropic medications; provides crisis intervention and emergency services; clinical case consultation and supervision. The Psychiatrist must have completed a residency and be Board-eligible.

## **Anticipated Caseload**

The CITY anticipates an average caseload of approximately 25-27 clients for the direct staff (social workers, case managers and peer counselors) based on an algorithm taking into account individuals served, the supervision need of those served and length of service period.

## **Resources**

Each selected contractor will be expected to maintain an array of resources needed to address the full array of anticipated participant needs, including a capacity to serve non-English speaking clients as well as housing referrals, civil legal referrals, consultative relationships with Assisted Outpatient Treatment (AOT), etc.

## **Office Space**

The contractor would be required to maintain a central office in each contracted county. The central office will operate during regular business hours and be located near that county's courts and accessible by public transportation.

## **Reporting**

### **a) Quarterly Data and Narrative Reporting Requirements**

Contractors will be required to submit to CJC and DOHMH quarterly data and narrative reports, and to electronically maintain and report on the data outlined below. Reports will cover each fiscal year quarter, and will be due by the end of the month following the end of the quarter (e.g., for the quarter July 1 through September 30, the report would be due by October 31). Quarterly reports should present data for the quarter and should also present cumulative data for the year, as prescribed below:

*(There is no further text on this page)*

<b>ELIGIBLE PARTICIPANTS</b>			
<b><i>For each assigned client:</i></b>			
Did participant report for program intake? (Y/N)			
If yes, date of enrollment:			
<b>ENROLLED PARTICIPANTS</b>	<b>Total Enrolled this Quarter:</b> _____	<b>Total Year-to-Date:</b> _____	<b>Total Program-to-Date:</b> _____
<b><i>For each participant enrolled:</i></b>			
Name:			
Docket #:			
NYSID:			
Charge / Type (Misdemeanor/Felony):			
Borough:			
Court Part:			
Name of Judge:			
Name of Attorney / Institutional Provider:			
Next Court Date:			
CJA Recommendation / Risk Level:			
DOC Risk of Readmission Level:			
Prior Misdemeanor and/or Felony Convictions:			
Current Probation or Parole status (if applicable):			
M/SMI designation:			
Demographic Profile (Age/Gender/Race-Ethnicity):			
<b>PROGRAM ASSIGNMENT</b>			
<b><i>For each participant enrolled:</i></b>	<b>#</b>	<b>%</b>	
<b>Alternative to Detention (ATD) Track:</b>			
Felony:			
Misdemeanor:			
<b>Alternative to Incarceration (ATI) Track:</b>			
Felony:			
Misdemeanor:			
<b>CURRENT ENROLLMENT STATUS</b>	<b>Total Currently Enrolled:</b> _____		
<b><i>Enrolled participants:</i></b>	<b>#</b>	<b>%</b>	
<b>Active Participants:</b>			
Length of Engagement To Date:			
<b>Not Engaged / Status Pending:</b>			
<b>Closed:</b>			
<b>Closed Status (for each closed participant):</b>			
<b>Successful:</b>			
Date of Completion:			
Program Tenure:			
Referred to aftercare services? (Y/N)			
<b>Unsuccessful:</b>			
Reason:			
New Arrest:			
Non-Compliance:			
Administrative Closure:			
<b>PARTICIPANT OUTCOMES</b>	<b>#</b>	<b>%</b>	
Remand (Y/N):			
Other:			
<b>Program Participant Profile</b>			
<b><i>For each enrolled participant:</i></b>			

SMI identified in jail or by CIRT	Yes or No
Substance Use Issue	Yes or No
Active health insurance	Yes or No
Enrolled/Re-enrolled by CIRT in health insurance	Yes or No
Member of Health Home	Yes or No
Enrolled/Re-enrolled by CIRT in Health Home	Yes or No
Pre-existing Primary Care Physician	Yes or No
Pre-existing community-based mental health CoD services	Yes or No
Referred and linked to new services MH or CoD services	Yes or No
Homeless at CIRT intake	Yes or No
Employed at CIRT intake	Yes or No
Public Benefits Income at intake	Yes or No
Currently AOT mandated	Yes or No

<b>CIRT Services for Participant</b>	
(These are services delivered directly to participant by CIRT staff, not from third party provider)	
Psychiatry Services	# of Events
Crisis Evaluation	
Hospital Referral	
Routine Evaluation	
Initiation of Medication	
Medication Management	
Other:	
Other:	
Social Work/Case Management Services	# of Events
Crisis Interventions	
Assessment	
Treatment Plan	
Referral and Linkage	
Evidence-Based Criminogenic Group Interventions	
Community Monitoring contact	
Other:	
Other:	
PEER services	# of Events
Individual Counseling	
Community Escorting	
Group Session	
Entitlement Assistance	
Community Monitoring contact	
Other:	
Other:	

### Linkage and Retention

\* Indicate if re-connected to prior/existing service provider (P/E) or initiated engagement with new provider (NP) in the intake/engagement achieved column (second column.) The initial mental health clinic appointment should be secured within 7 business days of CIRT intake. The 6<sup>th</sup> appointment should be attained within 10 weeks. All other services connections should generally be achieved within 20 days, but may vary according to waiting lists and treatment needs.

Service Type	Intake Appt. Achieved	2 <sup>nd</sup> Appointment Achieved	6 <sup>th</sup> Appointment Achieved		Reason for discontinuation
Mental Health Clinic					
Service Type	Engagement Achieved	Retained after 10 days	Retained after 30 days	Retained after 90 days	Reason for discontinuation
O/P Substance					

PROs services					
Day Treatment					
Case Management					
ACT					
Crisis Housing					
Supportive Housing					
Therapeutic Community					
Detox					
Psychiatric Hospital					
Employment Services or Employed					
AOT					
Other:					
Other:					
Other:					

**Reason for Discontinuation:** Completed Services 2.) Withdrew 3.) Non-compliance termination 4.) Change in Service Level 5.) Incarceration 6.) Neutral Termination, (e.g., death, other)

Finally, the quarterly reports would include narrative describing steps taken by the contractor to address specific instances of non-adherence that ultimately were reported to the court, including the imposition of graduated sanctions. To the extent possible, these reports would also provide information concerning participants’ case dispositions/sentences as well as post-program re-arrests and behavioral health hospitalizations.

**Program Requirements**

Proposed Model or Program Parameters & Site – Under this initiative, all eligible defendants will be referred to the CIRT in the borough in which the individual is facing the legal case which resulted in their current detention. (Note: Referrals are generated by a Coordination Office located in the city jail). CIRTs will be expected to coordinate with other borough CIRTs when an individual faces criminal case(s) in more than one borough. The defendant’s borough of residence, employment, community services, etc., will not determine the CIRT to which their case is referred.

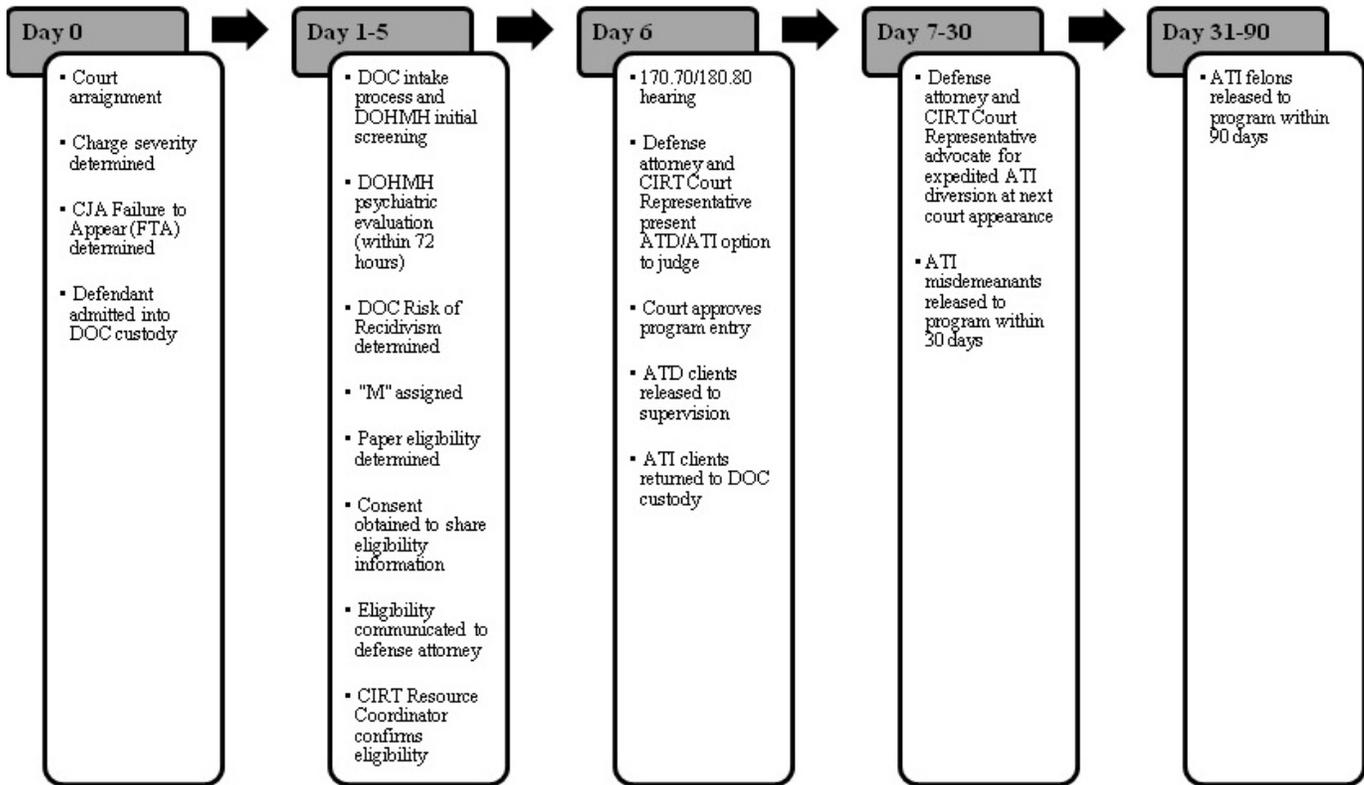
**Program Components and Details**

The proposed CIRT program model will include a rich mix of professionals and peers to deliver competent services. These services will, at minimum, include:

- Information Exchange with DOC and Coordination with Jail Discharge planning staff adhering to confidentiality rules and regulations;
- Outreach and collaboration with the Defense Bar;
- Court advocacy and reporting;
- Screening and/or Assessment of participants and development, adaptation and monitoring of treatment plan;
- Crisis and emergency psychiatric intervention;
- Communication with previous treatment providers;
- Referrals and coordination of community services; including communication with Health Homes, coordination with vocational, educational and employment supports;
- Community monitoring and support fostering future appearances in court and retention in care;
- Onsite/Community CIRT program services and activities including individual case management, group counseling and other structured activities;
- Coordination of benefits;

- Contact with/engagement of family members and other supportive networks;
- Data collection and reporting and;
- Other administrative functions.

**Client Identification and Information Process Flow \*\*\***



(\*\*\*NOTE: Practices may differ by borough)

**PROGRAM MODEL**

	<b>Felony</b>	<b>Misdemeanor</b>
<b>Alternative to Detention Track (Group A)</b>	Minimum Program Services: <ul style="list-style-type: none"> <li>• Court advocacy</li> <li>• Mental Health Screen</li> <li>• Substance Use Screen</li> <li>• Onsite program group and individual case management services</li> <li>• Treatment plan development and referral to non-mandated case management services</li> <li>• Assess progress with referred community treatment and service providers</li> <li>• Court compliance monitoring and reporting</li> </ul> ANTICIPATED DURATION: 4 months	Minimum Program Services: <ul style="list-style-type: none"> <li>• Court advocacy</li> <li>• Mental Health Screen</li> <li>• Substance Use Screen</li> <li>• Onsite program group and individual case management services</li> <li>• Treatment plan development and referral to non-mandated case management services</li> <li>• Assess progress with referred community treatment and service providers</li> <li>• Court compliance monitoring and reporting</li> </ul> ANTICIPATED DURATION: 1 month

<b>Alternative to Incarceration Track (Group B)</b>	Minimum Program Services: <ul style="list-style-type: none"> <li>• Court advocacy</li> <li>• Mental Health Screen and Assessment</li> <li>• Substance Use Screen and Assessment</li> <li>• Onsite program group and individual case management services including curriculum-based and other evidence-based practices and interventions</li> <li>• Treatment plan development and referral to community-based treatment and case management services for concurrent and aftercare supports</li> <li>• Assess progress with referred community treatment and service providers</li> <li>• Court compliance monitoring and reporting</li> </ul> ANTICIPATED DURATION: Minimum 6 months	Minimum Program Services: <ul style="list-style-type: none"> <li>• Court advocacy</li> <li>• Mental Health Screen and Assessment</li> <li>• Substance Use Screen and Assessment</li> <li>• Onsite program group and individual case management services including curriculum-based and other evidence-based practices and interventions</li> <li>• Treatment plan development and referral to community-based treatment and case management services for concurrent and aftercare supports</li> <li>• Assess progress with referred community treatment and service providers</li> <li>• Court compliance monitoring and reporting</li> </ul> ANTICIPATED DURATION: 1-3 months
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Selected proposers must participate in implementation and planning sessions prior to the start of the project. Implementation and planning will include criminal justice stakeholders including but not limited to the courts, defense bar, Department of Correction, the Criminal Justice Coordinators Office and the Department of Health and Mental Hygiene.

Participant Populations to be served – Individuals with mental illness including those with co-occurring substance use disorders, charged with a crime in NYC and eligible for release from DOC custody through pre-trial release or as an alternative to incarceration.

**Maximum Full-Year Program Cost by Borough**

County	Est. Annual Budget
Bronx	\$1,098,000
Kings	\$1,330,000
New York	\$1,565,000
Queens	\$1,115,000
Richmond	\$333,000

**Estimated number of clients served by borough annually:**

County	To Serve Annually	Projected # of Felons	Projected # of Misdemeanants	Program Slots
Bronx	579	256	323	157
Kings	835	268	567	190
New York	857	378	479	234
Queens	655	241	414	157
Richmond	128	36	92	27

## **b) Milestone and Outcome Measures Performance Achievement Requirements**

Set forth below are the CITY's assumptions regarding the performance-based payment structure that would: 1) most likely achieve the CITY's goals and objectives as set forth under this Solicitation; and, 2) ensure that the selected proposer(s) will perform the work under the contract(s) awarded from this Solicitation in a manner that is cost-effective for the CITY:

### **COURT-BASED ACTIVITIES (CJC)**

#### **Milestones (30% of total budget)**

- The contractor would be paid based on the achievement of agreed-upon milestones that cover the cycle of CIRT program participation (intake, retention for various time periods as governed by assigned program track, and program completion).
- Fifty percent (50%) of the clients enrolled into the CIRT (Intake milestone) would successfully complete the program.
- The program's services would reduce the likelihood of re-offending during program participation and after program completion.

#### **Macro Outcomes (15% of total budget)**

In addition, Attachment B of the Solicitation stipulates that contractors must report on their achievements vis-à-vis the below-indicated 'macro' court-based outcomes, which will account for 15% of their total budget:

- QUARTERLY PARTICIPANT RETENTION RATE OF  $\geq 75\%$
- QUARTERLY IN-PROGRAM RE-ARREST RATE OF  $\leq 10\%$

#### **Quarterly Data and Narrative Reports (10% of total budget)**

Finally, the electronic generation and submission of the quarterly data and narrative reports as detailed in pages 8-10 of this Solicitation will account for 10% of the contractor's total annual award.

### **CLINICAL ACTIVITIES (DOHMH)**

#### **Clinical Program Milestones (20% of total budget)**

- Clinical Assessment and Treatment: per participant for successful screening/assessment as well as finalizing a treatment plan
- Referral and Connection to Services: per participant for referring and connecting participants to the community-based care and services noted in the treatment plan. Note timeframes for connection to behavioral health care:

Mental Health outpatient clinic intake within 7 business days

Other mental health or co-occurring disorder (CoD) treatment within 15 business days

## **Clinical Program Outcomes (25% of budget)**

- Retention in Treatment: per participant for retention in treatment service(s) during the duration of CIRT involvement.
- Participant Self-Sufficiency: per participant for enrollment in or securing of entitlements; and/or enrollment into employment services and/or gainful employment. (\* See below paragraph referencing applicant's option to propose alternative measures.)

DOHMH reserves the right to re-assess and change the performance payment points during the course of the contract.

## **C. Performance-Based Payment Structure**

List and describe proposed performance-based payment components (i.e., specific performance-based outcome measures and related financial incentives and/or disincentives, unit payments tied to outcomes, milestone payments tied to outcomes, and/or liquidated damages tied to outcomes) for providing the work to be performed by the proposer under the contract that could potentially be applied to the contract, in whole or part, as a reliable means for measuring and paying for success, as described in Section III – Scope of Services of this Solicitation . The CITY's determination regarding performance-based payment structure represents what the CITY believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose measures, incentives and disincentives that they believe will most likely achieve the CITY's goals and objectives in a cost-effective manner. Proposers may also propose more than one approach. While the proposer's proposed performance-based payment components may not be scored by the CITY's Evaluation Committee, they will be considered by the CITY in structuring its payments to contractors.

## **D. Compliance with Local Law 34 of 2007**

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this *-[proposal] [submission]*, and should do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the *[proposal] [submission]* is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

## **E. Recruitment and Hiring of Staff**

On August 4, 2011, as part of the Young Men's Initiative, Mayor Bloomberg issued Executive Order 151 (EO 151) stating with respect to any employment governed by Article 23-A of the NYS Correction Law, with few exceptions, City agencies are prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, or asking any questions about an applicant's prior criminal convictions before or during the first interview. In keeping with the objectives of EO 151, Contractors selected as a result of this RFP will likewise generally be prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, and from asking any questions about an applicant's prior criminal convictions before or during the first interview. In addition, Contractors will be required to comply with Article 23-A, including the requirement

that determinations of hiring based on prior criminal convictions must be limited to a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or where their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public.

**F. Whistleblower Protection Expansion Act Rider**

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read Attachment I, the Whistleblower Protection Expansion Act Rider, carefully.

**G. Food Guidelines**

[Food policy guidelines apply to prime contractors and subcontractors]

(a) Pursuant to Local Law 50 of 2011, codified at section 6-130 of the New York City Administrative Code, the New York State Food Purchasing Guidelines, available at [http://www.nyc.gov/html/mocs/html/vendors/food\\_purchasing\\_guidelines.shtml](http://www.nyc.gov/html/mocs/html/vendors/food_purchasing_guidelines.shtml), shall apply to contracts valued at more than \$100,000 for food or food-related services (e.g., catering), and to any contract for social services though which more than \$100,000 of food would be purchased annually in fulfillment of the contract. The New York State Department of Agriculture & Markets list of food items available from New York State sources is available at <http://www.nyc.gov/html/mocs/downloads/pdf/NYSFoodList.pdf>.

(b) If the contract includes a requirement that the contractor supply food to program participants as a material part of the client services funded by the Agency/Department then the contractor shall provide a healthy food environment in connection with the client services provided under the contract by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under the contract, 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.

**H. Compliance with the Iran Divestment Act**

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to Attachment for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

**I. Subcontractor Compliance Notice**

The selected vendor will be required to utilize the City's web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read Attachment K, the subcontractor compliance notice as it relates to competitive solicitations.

## SECTION IV - FORMAT AND CONTENT OF THE APPLICATION

**Instructions:** Proposers should provide all information required in the format below. The proposal should be paginated and printed on 8 ½” x 11” paper. The proposal will be evaluated on the basis of its content, not length.

### A. **Proposal Format**

#### 1. **Proposal Cover Letter**

The Proposal Cover Letter form (Attachment A) should be completed, dated and signed by the individual authorized to enter into a contract with the CITY on behalf of the proposer.

#### 2. **Program Proposal**

The Program Proposal is a clear, concise narrative, which addresses the following:

##### a. **Experience**

Describe the successful relevant experience of the proposer and the proposed key staff in providing the work described in Section III – Scope of Services of this Solicitation. Specifically address the following:

- Describe the proposer’s organization, including the services provided and a statement of how long the program(s) has/have been in existence.
- Describe the proposer’s experience providing the same or similar services as those proposed.
- Indicate how many years the proposer’s organization has been in operation and its relationship to any parent or other affiliated organization(s), particularly licensed mental health services.
- Demonstrate the proposer’s knowledge of prison/jail displacement and reducing recidivism.
- Demonstrate the proposer’s track record in achieving jail/prison displacement and in reducing recidivism. In the absence of a track record, explain the steps to be taken to achieve both.
- Demonstrate the proposer’s experience working with people with serious mental illness, their existing linkages to the behavioral health system, and their experiences hiring and supervising peer staff.

In addition:

- Attach three relevant reference letters and a brief statement describing the relationship between the proposer and the reference entity.
- Attach for each key staff position a resume and/or description of the qualifications that will be required, including a minimum number of years’ experience in a similarly relevant position. State that the total number of staff proposed will be available for the duration of the project.
- Attach copies of all licenses and certifications held by the proposing organization pertaining to the proposed program.

##### b. **Organizational Capability**

Demonstrate the proposer’s organizational (i.e., administrative, managerial, financial and programmatic) capability to perform the services described in Section III – Scope of Services of the Solicitation.

Specifically address the following:

- Describe the proposer’s site(s), staffing, and operating systems, such as management information and quality assurance and control systems, including management and financial controls and risk management procedures.
- Demonstrate the proposer’s ability to quickly assume operation. To the extent that all required resources, particularly space and staff, are not presently in place, describe the steps that will be taken to resolve these matters and provide the projected timeline.
- Provide a summary statement of the organization’s current annual gross revenue, revenue sources, types of service(s) provided, and numbers of clients served overall and by program on an annual basis.
- Indicate all other sources and amounts of funding that will support the proposed program.

In addition:

- Attach a chart showing where, and a narrative explanation of how, the proposed services will fit into the proposer’s organization.
- Attach a copy of the most recent certified audit of the proposer’s organization.
- Attach a current roster of Board of Directors.

**c. Proposed Approach**

Describe in detail how the proposer (organization) will provide the services described in Section III- Scope of Services of the Solicitation. The presentation should be **evidence-based**, drawing both on its experience in delivering services as well as current research and literature. Specifically address the following:

- Describe the proposed program model including program components (e.g., validated assessment instruments, curriculum(ae) and methods of service delivery), and present both its rationale and the projected measurable outcomes. This presentation should be **evidence-based**, drawing both on the proposer’s experience in delivering services as well as current research and literature.
- Demonstrate how the proposer’s program approach will reduce recidivism, *i.e.*, reduce the likelihood of re-offending during program participation and after program completion.
- State the proposer’s expected measureable outcomes (e.g., retention in mental health treatment, obtaining a GED, housing, employment, vocational training, and reduction in ER and inpatient visits, among others) and demonstrate how the proposer’s approach will effectively help clients to achieve each.
- Describe the range and number of ATI programs providing community-based supervision and behavioral health services that currently operate in the courts of the targeted borough. Demonstrate how the proposed services would expand access to **but not duplicate or supplant** behavioral health services already provided by ATI programs serving the borough’s courts. Discuss in detail the proposer’s plans and methodologies for providing assessment, individual/group counseling (including minimum frequency of contacts), case management, residential and outpatient treatment referral and placement, and other appropriate social services. Include descriptions of validated instruments and other evidence-based practices and interventions including curriculum(ae) that are incorporated into the proposed program model. Also provide a weekly program activities schedule.
- Describe how you will meet the prescribed timeframe for enrolling consumers in the proposed program as set forth in the “Client Identification and Information Process Flow” section on page 11.

- Demonstrate the proposer’s proven ability to achieve service targets, and to provide discharge planning and aftercare services for its successfully completing participants.
- Describe and demonstrate the effectiveness of outreach strategies to engage the courts, DA’s offices, defender-based providers, licensed service providers, including hospitals and CBO’s, among others.
- Describe the proposer’s database, including data elements and how data collection and case flow will be documented.
- Demonstrate the proposer’s ability to routinely track and report the following information: aggregate in-year participant enrollment, retention, linkage and retention in treatment and services, successful completion or termination status including, to the extent possible, court dispositions/sentences; in-program and post-program re-arrests; ER and inpatient utilization; and participant demographics.
- Demonstrate established linkages with the Department of Correction, and/or the District Attorney’s Office, and/or courts/court personnel in each county to be served. Submit written verification (e.g., letters of support or letters of commitment) of such linkages.
- Demonstrate linkages with organizations offering treatment and services (e.g., medical, employment and housing referrals, behavioral health treatment, health homes, case management, employment, education, among others), if applicable.
- Discuss any linkage agreement(s). Describe how linkages with other providers will assist the organization in meeting its performance goals.
- Provide a copy of the linkage agreement(s), if applicable. In addition, provide identifying information for each organization with which the provider has a linkage agreement (Name of Organization, Telephone #, Facsimile #, Name and Title of Contact Person). Discuss why the provider chose the organization(s) and compare its services with others, highlighting its achievements related to the target population, and describe the role each would have in servicing the target population.

**d. Price Proposal**

Proposers are encouraged to propose innovative payment structures. The CITY reserves the right to select any payment structure that is in the CITY’s best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards prescribed below

- Complete Attachment B, Price Proposal, allowing for 60% of the cost to be attributable collectively to the milestone payments and 15% of the cost to outcome-based payments, with the remaining 25% to be allocated to the CITY-mandated outcome and reporting categories as stipulated therein. Milestone pricing should be weighted to favor long-term retention and program completion.
- Provide a detailed cost justification for the proposed program including total cost, average cost per intake (total cost divided by number of intakes) and average cost per completion (total cost divided by number of completions). Include the amount of funding required for both annualized costs and start-up, if applicable.

**4. Acknowledgment of Addenda**

The Acknowledgment of Addenda form (Attachment D) serves as the proposer’s acknowledgment of the receipt of addenda to this application, which may have been issued by the CITY prior to the Proposal Due Date and Time. The proposer should complete this form as instructed on the form.

## **5. Other Documents**

The following documents are to be completed and submitted by the proposer as instructed in this Solicitation and any noted Appendix:

- Doing Business Data Form (Attachment E).
- Any contracts awarded pursuant to this application will be contingent on contractors documenting possession of General Liability Insurance of not less than \$1 million per occurrence; Workers Compensation Insurance; and Disability Benefits Insurance.

## **B. Proposal Package Contents (“Checklist”)**

**The Proposal Package should contain the following materials. Proposers should utilize this section as a “checklist” to assure completeness prior to submitting the proposal to the CITY.**

1. A sealed inner envelope, labeled “Program Proposal,” containing one original set **and 5 duplicate** sets of the documents listed below in the following order:
  - Proposal Cover Letter Form (Attachment A)
  - Program Proposal
    - Narrative
    - Letters of Reference
    - Resumes and/or Description of Qualifications for Staff Positions
    - Copies of Licenses and Certifications
    - Organization Chart
    - Certified Audit Report
    - List of Board of Directors
    - Table of Proposed Graduated Sanctions and Rewards
    - Letters of Support or Commitment regarding linkages
    - Copy of Linkage Agreement(s), if applicable
    - Acknowledgment of Addenda Form (Attachment D)
    - Doing Business Data Form (Attachment E)
    - Licenses and Certification
2. A separate sealed inner envelope, labeled “Price Proposal,” containing one original set and **5** duplicate sets of the following documents:
  - Price Proposal Form (Attachment B)
  - Line Item Budget (Attachment C)
3. A sealed outer envelope, enclosing the two sealed inner envelopes. The sealed outer envelope should have two labels containing:
  - The Proposer’s Name and Address, the Title and PIN # of this application, and the Name and Telephone Number of the Proposer’s Contact Person.
  - The name, title and address of the Authorized CITY Contact Person

## SECTION V – SELECTION AND CONTRACT AWARD PROCEDURES

### A. Selection Procedures

#### A. Evaluation Procedures

All proposals accepted by the CITY will be reviewed to determine whether they are responsive or non-responsive to the requisites of this application. Proposals that are determined by the CITY to be non-responsive will be disqualified. The CITY's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. Although discussions may be conducted with proposers submitting acceptable proposals, the CITY reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic and price terms.

The Agency's evaluation committee will review and rate each technical proposal. The proposals will be ranked in order of highest to lowest technical score and the agency will establish a shortlist by establishing a cut-off score for technically viable proposals. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best (programmatic)(technical) and price terms. The price proposals of the short-listed vendors will then be opened and reviewed by the evaluation committee.

#### B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience 50%
- Demonstrated level of organizational capability 20%
- Quality of proposed approach 30%

#### C. Basis for Contract Award

The CITY anticipates that awards will be made to the highest technically-rated proposers according to proposed service area. Contract(s) will be awarded to the responsible Applicant(s) whose application is determined to be the most advantageous to the City, taking into consideration the price and such other factors that are set forth in this Solicitation. Contract award shall be subject to the timely completion of contract negotiations between the City and the selected Applicant.

The CITY anticipates awarding a total of up to 10 contracts (two per borough, one for court-based advocacy and reporting services, and one for behavioral health/clinical services) under this Solicitation. The CITY reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interests of the City, how many and for which boroughs or combination of boroughs, a contract will be awarded as well as the dollar value of each such contract. The CITY also will review responses to determine the extent to which the proposed price is fair and reasonable, which it also will consider when issuing awards. A separate and complete proposal must be submitted for each borough. Each borough will be considered a separate competition; therefore, proposals submitted per borough will be scored and ranked within each competition pool (competition pool by borough).

**SECTION VI - GENERAL INFORMATION TO PROPOSERS**

- A. Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.
- B. Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.
- C. General Contract Provisions.** Contracts shall be subject to New York City’s general contract provisions, in substantially the form that they appear in “Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services” or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency’s general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.
- D. Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.
- E. Proposer Appeal Rights.** Pursuant to New York City’s Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency’s determination regarding the solicitation or award of a contract.
- F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor’s performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.
- G. Prompt Payment Policy.** Pursuant to the New York City’s Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.
- H. Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
- I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.
- J. RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.
- K. Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.
- L. Vendex Fees.** Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the Vendex system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to \$1million) (above \$1million).
- M. Charter Section 312(a) Certification. [IF APPLICABLE]**  
\_\_\_\_\_ The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

\_\_\_\_\_  
(Commissioner) (CITY Chief Contracting Officer)

\_\_\_\_\_  
Date

## **Message from the New York City Vendor Enrollment Center**

*Get on mailing lists for New York City contract opportunities!*

*Submit a NYC-FMS Vendor Application - Call 857-1680*

THE CITY OF NEW YORK  
CRIMINAL JUSTICE COORDINATOR'S OFFICE

PROPOSAL COVER LETTER  
Court-Based Intervention and Resource Teams (CIRT) Negotiated Acquisition  
Request for Proposals

PIN # 00213N0004

**PROPOSER**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

**PROPOSER**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER#: \_\_\_\_\_

PROPOSED SERVICE AREA (Select One):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> New York County | <input type="checkbox"/> Kings County  | <input type="checkbox"/> Richmond County |
| <input type="checkbox"/> Bronx County    | <input type="checkbox"/> Queens County |  |

**PROPOSER'S AUTHORIZED REPRESENTATIVE**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Price Proposal

## Attachment B

	A	B	C	D	E	F	G
	CATEGORY	% OF BUDGET	# UNITS	UNIT COSTS	MILESTONE COSTS (Col. C x Col. D)	PROGRAM OUTCOMES COSTS (Col. C x Col. D)	TOTAL COST
	<b><u>CJC MILESTONES</u></b>	<b>30%</b>					
<b>1</b>	ASSESSMENT/INTAKE	__%					
<b>2</b>	30-DAY RETENTION <sub>1</sub>	__%					
<b>3</b>	___-DAY RETENTION <sub>2</sub>	__%					
<b>4</b>	PROGRAM COMPLETION <sub>3</sub>	__%					
	<b><u>CJC MACRO OUTCOMES:</u></b>	<b>15%</b>					
<b>5</b>	QUARTERLY PARTICIPANT RETENTION RATE OF ≥75%	8%	4	(=8% Total Budget) /4			(=C5 x D5)
<b>6</b>	QUARTERLY IN-PROGRAM RE-ARREST RATE OF ≤10%	7%	4	(=7% Total Budget) /4			(=C6 x D6)
<b>7</b>	<b>DATA REPORTS</b> (quarterly to CJC & DOHMH)	<b>10%</b>	<b>4</b>	(=Total Budget x .10 4)			(=C7 x D7)
	<b><u>DOHMH MILESTONES</u></b>	<b>20%</b>					
<b>8</b>	CLINICAL ASSESSMENT & TREATMENT PLANNING	__%					
<b>9</b>	REFERRAL & CONNECT TO SERVICES	__%					
	<b><u>PROGRAM OUTCOMES<sub>4</sub></u></b>	<b>25%</b>					
<b>11</b>	RETENTION IN TREATMENT	__%					
<b>12</b>	MEASURABLE IMPROVEMENT(S) IN SELF-SUFFICIENCY <sub>4</sub>	__%					
<b>14</b>	<b>TOTAL COST:</b>	<b>100%</b>		(Sum of Col. D = Maximum Potential Fee)	(Sum of Col. E)	(Sum of Col. F)	<b>(E14+F14)</b>

## **GUIDELINES FOR COMPLETING THE PRICE PROPOSAL**

Cell G14 = Total Cost

Sum of (G1 through G4) + (G8  
through G10) must = 60% of  
Total Cost

1This category generally would not apply for clients mandated to the ATD Misdemeanor Track, given its projected duration of 1 month.

2Proposed interim retention categories and targets should take into account the following: projected relative distribution of felons and misdemeanants in the targeted borough (see Solicitation, p. 13 as well as the anticipated duration of the 4 program tracks (see Solicitation, p. 12).

3Based on Milestone and Outcome Measures Performance Achievement Requirements on p. 13 of the Solicitation, Completions must be  $\geq 50\%$  of Intakes.

4As set forth on p. 14 of the Solicitation

Note: the solicitation allows for comment on other indicators of Self-Sufficiency

## Attachment C

### Line-Item Budget

The Price Proposal include a presentation of the proposer's total first year budget for providing each element of the Scope of Services prescribed in Section III of the RFP.

Regardless of the payment structure being proposed, provide a line-item budget for the first contract year only. The line-item budget including (at minimum) each of the following for providing the work described in Section III of this RFP:

a. **Personnel** – list personnel by job title needed to fulfill the Scope of Services to be paid by the proposed contract. The Personnel listing **must** include, at minimum, the six (6) positions prescribed on pages 6-7 of the solicitation. For each title provide the number of staff at that title and the salary range. If salaries are supported by multiple funding sources, identify the funding source, and indicate the percentage of the salary funded by source for each title. For managerial/executive salaries in excess of \$100,000, provide the percentage of time allocated to the proposed program in addition to the percentage of the salary funded by source for each title.

b. **Fringe** – the listing of all the benefits to be paid under the awarded contract as well as the amount and percentage of each listed benefit with the overall amount and percentage.

c. **Consultants** – each consultant must be listed separately, with rate of pay.

d. **Equipment** – listing of all equipment needed to be purchased throughout the proposed contracting period to fulfill the Scope of Services. Listing of all rented equipment must also be included in this category.

e. **Supplies** – list of supplies needed to fulfill the Scope of Services through the proposed contracting period.

f. **Travel and Subsistence** – list of local travel and out-of-state travel for staff and/or travel for clients, if applicable.

g. **Rental of Facilities** – if applicable, the monthly rent of any facility rented to fulfill the Scope of Services, including the total square footage and rate, as well as utility costs per month.

h. **Start-up** - if applicable, provide a detailed start-up budget for the proposed program.

# Attachment D

## Acknowledgment of Addenda

Title of the Request for Proposal: PIN #: 00213N0004

### REQUEST FOR PROPOSALS

#### NEGOTIATED ACQUISITION OF COURT-BASED INTERVENTION AND RESOURCE TEAMS

*Instructions: The proposer is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the proposer's acknowledgment of the receipt of Addenda to this Request for Proposals (RFP) which may have been issued by the agency prior to the Proposal Due Date and Time.*

#### \_\_ Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP.

Addendum # 1, dated \_\_\_\_\_

Addendum # 2, dated \_\_\_\_\_

Addendum # 3, dated \_\_\_\_\_

Addendum # 4, dated \_\_\_\_\_

Addendum # 5, dated \_\_\_\_\_

Addendum # 6, dated \_\_\_\_\_

#### \_\_ Part II

No Addendum was received in connection with this RFP.

Proposer Name: \_\_\_\_\_

Proposer's Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:



# Doing Business Data Form

To be completed by the City Agency prior to distribution			
Agency: _____		Transaction ID: _____	
<b>Check One:</b> <input type="checkbox"/> Proposal <input type="checkbox"/> Award	<b>Transaction Type (check one):</b> <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract		

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

**Please return the completed Data Form to the City Agency that supplied it.** Please contact the Doing Business Accountability Project at [DoingBusiness@cityhall.nyc.gov](mailto:DoingBusiness@cityhall.nyc.gov) or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

## Section 1: Entity Information

Entity Name: \_\_\_\_\_

Entity EIN/TIN: \_\_\_\_\_

### Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated \_\_\_\_\_. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated \_\_\_\_\_. *Skip to the bottom of the last page.*

Entity is a Non-Profit:     Yes     No

Entity Type:     Corporation (any type)     Joint Venture     LLC     Partnership (any type)  
 Sole Proprietor     Other (specify): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail: \_\_\_\_\_

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

**Section 2: Principal Officers**

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

**Chief Executive Officer (CEO) or equivalent officer** This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

 This person replaced former CEO: \_\_\_\_\_ on date: \_\_\_\_\_**Chief Financial Officer (CFO) or equivalent officer** This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

 This person replaced former CFO: \_\_\_\_\_ on date: \_\_\_\_\_**Chief Operating Officer (COO) or equivalent officer** This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

 This person replaced former COO: \_\_\_\_\_ on date: \_\_\_\_\_

**Section 3: Principal Owners**

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

**There are no owners listed because (select one):**

- The entity is not-for-profit       There are no individual owners       No individual owner holds 10% or more shares in the entity  
 Other (explain): \_\_\_\_\_

**Principal Owners (who own or control 10% or more of the entity):**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

**Remove the following previously-reported Principal Owners:**

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

**Section 4: Senior Managers**

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

**Senior Managers:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

**Remove the following previously-reported Senior Managers:**

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

**Certification**

**I certify that the information submitted on these four pages and \_\_\_\_\_ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Title: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

**Return the completed Data Form to the agency that supplied it.**

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



DOING BUSINESS ACCOUNTABILITY PROJECT  
**QUESTIONS AND ANSWERS ABOUT THE DOING BUSINESS DATA FORM**

**What is the purpose of this *Data Form*?**

To collect accurate, up-to-date identification information about entities that have business dealings with the City of New York in order to comply with Local Law 34 of 2007 (LL 34), the recently passed campaign finance reform law. LL 34 limits municipal campaign contributions from principal officers, owners and senior managers of these entities and mandates the creation of a *Doing Business Database* to allow the City to enforce the law. The information requested in this *Data Form* must be provided, regardless of whether the entity or the people associated with it make or intend to make campaign contributions. No sensitive personal information collected will be disclosed to the public.

**Why have I received this *Data Form*?**

The contract, franchise, concession, grant or economic development agreement you are proposing on, applying for or have already been awarded is considered a business dealing with the City under LL 34. No proposal or application will be considered and no award will be made unless this *Data Form* is completed. Most transactions valued at more than \$5,000 are considered business dealings and require completion of the *Data Form*. Exceptions include transactions awarded on an emergency basis or by publicly advertised, non-pre-qualified competitive sealed bid. Other types of transactions that are considered business dealings include real property and land use actions with the City.

**What entities will be included in the *Doing Business Database*?**

Entities that hold \$100,000 or more in grants, contracts for goods or services, franchises or concessions (\$500,000 or more for construction contracts), along with entities that hold any economic development agreements or pension fund investment contracts, are considered to be doing business with the City for the purposes of LL 34 and will be included in the *Doing Business Database*. Because all of the business that an entity does or proposes to do with the City will be added together, the *Data Form* must be completed for all covered transactions even if an entity does not currently do enough business with the City to be listed in the *Database*.

**What individuals will be included in the *Doing Business Database*?**

The principal officers, owners and certain senior managers of entities listed in the *Doing Business Database* are themselves considered to be doing business with the City and will also be included in the *Database*.

- **Principal Officers** are the Chief Executive Officer (CEO), Chief Financial Officer (CFO) and Chief Operating Officer (COO), or their functional equivalents. See the *Data Form* for examples of titles that apply.
- **Principal Owners** are individuals who own or control 10% or more of the entity. This includes stockholders, partners and anyone else with an ownership or controlling interest in the entity.
- **Senior Managers** include anyone who, either by job title or actual duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any contract, concession, franchise, grant or economic development agreement with the City. At least one Senior Manager must be listed or the *Data Form* will be considered incomplete.

**I provided some of this information on the VENDEX Questionnaire; do I have to provide it again?**

Although the *Doing Business Data Form* and the VENDEX Questionnaire request some of the same information, they serve entirely different purposes. In addition, the *Data Form* requests information concerning senior managers, which is not part of the VENDEX Questionnaire.

**My organization is proposing on a contract with another firm as a Joint Venture that does not exist yet; how should the *Data Form* be completed?**

A joint venture that does not yet exist must submit *Data Forms* from each of its component firms. If the joint venture receives the award, it must then complete a form in the name of the joint venture.



**Will the information on this *Data Form* be available to the public?**

The names and titles of the officers, owners and senior managers reported on the *Data Form* will be made available to the public, as will information about the entity itself. However, personal identifying information, such as home address, home phone and date of birth, will not be disclosed to the public, and home address and phone number information will not be used for communication purposes.

**No one in my organization plans to contribute to a candidate; do I have to fill out this *Data Form*?**

Yes. All entities are required to return this *Data Form* with complete and accurate information, regardless of the history or intention of the entity or its officers, owners or senior managers to make campaign contributions. The *Doing Business Database* must be complete so that the Campaign Finance Board can verify whether future contributions are in compliance with the law.

**I have already completed a *Doing Business Data Form*; do I have to submit another one?**

Yes. An entity is required to submit a *Doing Business Data Form* each time it proposes on or enters a transaction considered business dealings with the City. However, the *Data Form* has both a No Change option, which only requires an entity to report its EIN and sign the last page, and a Change option, which allows an entity to only fill in applicable information that has changed since the previous completion of the *Data Form*. No entity should have to fill out the entire *Data Form* more than once.

**How does a person remove him/herself from the *Doing Business Database*?**

Any person who believes that s/he should not be listed may apply for removal from the *Database* by submitting a Request for Removal. Reasons that a person would be removed include his/her no longer being the principal officer, owner or senior manager of the entity, or the entity no longer being in business. Entities may also update their database information by submitting an update form. Both of these forms are available online at [www.nyc.gov/mocs](http://www.nyc.gov/mocs) (once there, click MOCS Programs) or by calling 212-788-8104.

**How long will an entity and its officers, owners and senior managers remain listed on the *Doing Business Database*?**

- **Contract, Concession and Economic Development Agreement holders:** generally for the term of the transaction, plus one year.
- **Franchise and Grant holders:** from the commencement or renewal of the transaction, plus one year.
- **Pension investment contracts:** from the time of presentation on an investment opportunity or the submission of a proposal, whichever is earlier, until the end of the contract, plus one year.
- **Line item and discretionary appropriations:** from the date of budget adoption until the end of the contract, plus one year.
- **Contract proposers:** for one year from the proposal date or date of public advertisement of the solicitation, whichever is later.
- **Franchise and Concession proposers:** for one year from the proposal submission date.

For information on other transaction types, contact the Doing Business Accountability Project.

**What are the new campaign contribution limits for people doing business with the City?**

Contributions to City Council candidates are limited to \$250 per election cycle; \$320 to Borough President candidates; and \$400 to candidates for citywide office. Please contact the NYC Campaign Finance Board for more information at [www.nycctfb.info](http://www.nycctfb.info), or 212-306-7100.

**The *Data Form* is to be returned to the contracting agency.**

If you have any questions about the *Data Form* please contact the Doing Business Accountability Project at 212-788-8104 or [DoingBusiness@cityhall.nyc.gov](mailto:DoingBusiness@cityhall.nyc.gov).

AGREEMENT dated \_\_\_\_\_ between the CITY OF NEW YORK (“CITY”) acting by and through its Department of \_\_\_\_\_ (“Department”), having an office located at \_\_\_\_\_, and \_\_\_\_\_ (“Contractor”) a [not-for-profit][for-profit] corporation having its principal office located at \_\_\_\_\_.

*[AGENCIES MAY INSERT APPROPRIATE WHEREAS CLAUSES. THE FOLLOWING CLAUSES ARE ILLUSTRATIVE RATHER THAN REQUIRED.]*

WHEREAS, Contractor provides services to \_\_\_\_\_; and

WHEREAS, the Department procured those services through [or insert other procurement method here or provide whatever description of the procurement process the agency chooses] and

WHEREAS, Contractor, having been awarded the Contract, is ready, willing and able to perform;

NOW, THEREFORE, the parties agree 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" 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 [Department’s website]. 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.** “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.** “State” shall mean the State of New York.

## **ARTICLE II — TERM OF AGREEMENT**

**Section 2.01 Term.** The term of this Agreement begins on [redacted] for a period of [redacted] ( ) years through [redacted].

**Section 2.02 Renewal.** The Department, in its sole discretion, may renew this Agreement [insert # of renewals] for a period of [insert # of years] for each renewal. The Department, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Agreement after the exercise of all of the options to renew shall not exceed [redacted] ( ) years. All renewals shall be on substantially the same terms and conditions contained in the Agreement. Any renewal will not be effective unless and until the renewal is registered pursuant to New York City Charter §328. The Department shall renew this Agreement by giving written notice to the Contractor prior to the expiration date of this Agreement and prior to the expiration date of any renewal option. The Department will endeavor to give the Contractor notice ninety (90) days prior to renewal. Failure to give notice at least 90 days prior to renewal shall not impair the Department’s right to exercise its option to renew and shall not invalidate an option exercised by the Department.

**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.

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 \$\_\_\_\_\_ (\_\_\_\_\_ dollars) for all services provided under the Agreement. Payment shall be made in accordance with the Budget and the Fiscal Manual. *[The Department must insert a provision stating the terms of payment (e.g., deliverables, unit prices, line item budget reimbursement)].* 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.

[Remainder of section intentionally omitted].

**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), 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 adjust the Budget to account 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. [Paragraph intentionally omitted].

B. [Paragraph intentionally omitted].

C. [Paragraph intentionally omitted].

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](http://www.nyc.gov/sbs), as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

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.

[Remainder of section intentionally omitted].

**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, and/or 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. 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 earn funds.** In the event that Contractor fails to earn 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 earned. If Contractor fails to earn funds in the budget, the Department reserves the discretion to reduce the budget going forward to account for the expected future level of earnings.

#### **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; 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 Department of Law, 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 Department of Law, 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 between \$100,000 and \$250,000 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.

2. Contractors with gross revenues in excess of \$250,000 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.

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, but in any event no later than twelve (12) months after close of the audit period, or such longer 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 key employees and Board of Directors.**

A. **Key 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 its key 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.

## **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 race, color, creed, national origin, alienage or citizenship status, gender, gender identity, sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

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.

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

CITY OF NEW YORK

By:

CONTRACTOR

By:

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

Title:

\_\_\_\_\_

Fed. Employer I.D. No. or Soc. Sec. No.

\_\_\_\_\_

Approved as to Form and  
Certified as to Legal Authority

\_\_\_\_\_  
Acting Corporation Counsel

**ACKNOWLEDGEMENT BY CITY**

STATE OF NEW YORK )

:ss:

COUNTY OF NEW YORK )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be \_\_\_\_\_ of the NEW YORK CITY DEPARTMENT OF [INSERT NAME], 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.

**ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION**

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 the \_\_\_\_\_ 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.

**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.

## Public Assistance Hiring Commitment Rider for HRA, DHS, and ACS

A. Except as otherwise provided by subsection G below, Contractor agrees as a condition of this Agreement, to hire at least one Public Assistance Recipient ("PA Recipient") for each \$250,000 in value of this Agreement, or to the extent that the Contractor enters into other contracts with the Department of the City, for each \$250,000 of the cumulative value of contracts of the Contractor during the term of this Agreement.

B. Such hiring shall be for full-time employment of at least a minimum of thirty-five (35) hours per week. The rate of pay shall be at least 20% above the federal minimum wage, and the duration of the employment shall be for at least one (1) year. In the event that a replacement of a PA Recipient is made by the Contractor during the one (1) year, such replacement shall not count as an additional employee toward Contractor's hiring requirement set forth herein.

C. Within thirty (30) days of the commencement date of this Agreement ("commencement date") or fifteen (15) days following notice from the Department that a request for an exemption from the provisions of this Rider has been denied, Contractor shall submit, on forms specified by the Department, information and specifications for the position(s) available.

D. The Contractor may at its option request the assistance of the Department in identifying potential employees. In such case, the Department will refer PA Recipients to the Contractor for employment interviews.

E. Contractor shall hire the number of employees agreed upon pursuant to this Section within ninety (90) days of the commencement date or such longer period as may be specified, in writing, by the Department.

F. In the event Contractor fails to hire the required number of PA Recipients within the required time period, or fails to pay and retain such employees pursuant to the above requirements, Contractor shall pay to the Department or the Department may at its option, deduct from monies due or become due to Contractor, the amount of nineteen dollars and eighteen cents (\$19.18) per employee for each calendar day for which such PA Recipient(s) is/are not employed by Contractor as required by this Article. Such amount is hereby fixed and agreed as liquidated damages.

G. Contractor may apply to the Department for exemption from all or part of the requirements of this Article. Any application for an exemption must be made before the expiration of thirty (30) days after the commencement date of this contract, or any subsequent contract as discussed in subsection 1 herein, and shall be in the form specified by the Department. Exemption may be granted upon a showing that the operation of this Section will constitute an extreme hardship, within the sole discretion of the Department; or to any Contractor not employing twenty (20) or more employees at a place of business within the City of New York.

## **LANGUAGE ASSISTANCE RIDER FOR HRA**

Language Assistance Services. The Contractor shall provide free language assistance services to limited English proficient individuals.

A. Service Delivery. When a limited English proficient individual seeks or receives benefits or services from a Department Contractor, the Contractor shall provide promptly language assistance services in all interactions with that individual, whether the interaction is by telephone or in person. The Contractor shall meet its obligation to provide prompt language assistance services by ensuring that limited English proficient individuals do not have to wait unreasonably longer to receive assistance than individuals who do not require language assistance services.

B. Translation. Where an application or form requires completion in English by a limited English proficient individual for submission to a state or federal authority, the Contractor shall provide oral translation of such application or form as well as certification by the limited English proficient individual that the form was translated and completed by an interpreter. The Contractor shall make all reasonable efforts to provide language assistance services in person by bilingual personnel. The Contractor shall screen bilingual personnel and interpreter personnel for their ability to provide language assistance services. The Contractor shall translate all documents into every covered language, as indicated in subsection 2, below. The Contractor shall provide annual training for bilingual personnel and interpreter personnel and ensure that they are providing appropriate language assistance services.

1. Notices. Upon initial contact, whether by telephone or in person, with an individual seeking benefits and/or services offered by the Contractor, the Contractor shall determine the primary language of such individual. If it is determined that such individual's primary language is not English, the Contractor shall inform the individual in his/her primary language of the right to free language assistance services. The Contractor shall post conspicuous signs in every covered language at all of its offices informing limited English proficient individuals of the availability of free language assistance services. The Contractor shall provide in all application and recertification packages a notice advising participants that free language assistance services are available at its offices and where to go if they would like an interpreter. This notice shall appear in all covered languages.

2. Covered Languages. "Covered Languages" shall mean Arabic, Chinese, Haitian Creole, Korean, Russian or Spanish. Nothing in this section shall preclude a Contractor from providing language assistance services beyond those required in this section.

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

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

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR  
NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

**Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:**

**(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or**

**(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.**

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

**BIDDER'S CERTIFICATION**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
  
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, New York  
          \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this  
\_\_\_ da y of \_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Dated:

## 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.

## **NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS**

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

Local Law 30-2012

By Council Members Garodnick, Barron, Brewer, Chin, Dromm, Ferreras, Fidler, Gennaro, Gentile, Jackson, James, Koppell, Lander, Mark-Viverito, Mealy, Mendez, Palma, Rose, Seabrook, Vann, Williams, Nelson, Foster, Van Bramer, Halloran and Koo

A Local Law to amend the administrative code of the city of New York, in relation to requiring city contractors and subcontractors to post information concerning their employees' reporting of fraud, false claims, criminality or corruption and their whistleblower protection rights.

Be it enacted by the Council as follows:

Section 1. Title 6 of the administrative code of the city of New York is amended by adding a new section 6-132 to read as follows:

§6-132. Posting of notice of whistleblower protection rights.

a. Definitions. For the purposes of this section, the following terms shall have the following meanings:

(1) "Contract" shall mean any written agreement, purchase order or instrument valued in excess of one hundred thousand dollars or more pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a contractor and a subcontractor.

(2) "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

(3) "Contractor" shall mean a person or business entity who is a party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "subcontractor" shall mean a person or entity who is a party to a contract with a contractor valued in excess of one hundred thousand dollars.

b. Posting of information about reporting fraud, false claims, criminality or corruption.

Every contractor or subcontractor having a contract valued in excess of one hundred thousand dollars or more shall post a notice, in a prominent and accessible place on any site where work pursuant to such contract or subcontract is performed, containing information about

(1) 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 such contract or subcontract, and

(2) the rights and remedies afforded to its employees under sections 7-805 and 12-113 of the administrative code for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with such contract or subcontract.

c. Contract provisions. Every city contract or subcontract valued in excess of one hundred thousand dollars shall contain a provision detailing the requirements of this section. If a contracting agency determines that there has been a violation of this section, it shall take such action it deems appropriate consistent with the remedies available under the contract or subcontract.

d. Nothing in this section shall be construed to limit an agency's authority to cancel or terminate a contract, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification, or otherwise deny a contractor city business.

§2. This local law shall take effect 120 days after its enactment into law and shall apply to contracts and subcontracts for which bids or proposals are first solicited after such effective date; provided, however, that the commissioner of investigation and the city's chief procurement officer shall take such measures as are necessary for its implementation, including the promulgation of rules, prior to such effective date.

Local Law 33-2012

By Council Members Garodnick, Halloran, Dromm, Barron, Brewer, Ferreras, Fidler, Gentile, Jackson, James, Koo, Koppell, Lander, Levin, Mark-Viverito, Palma, Rose, Sanders Jr., Seabrook, Van Bramer, Vann, Williams, Rivera, Rodriguez, Foster, Chin, Mealy, Gennaro and Ulrich

A Local Law to amend the administrative code of the city of New York, in relation to extending whistleblower protection for officers and employees of city contractors and subcontractors.

Be it enacted by the Council as follows:

Section 1. This bill shall be known and may be cited as the "Whistleblower Protection Expansion Act."

§ 2. Section 12-113 of the administrative code of the city of New York, as amended by local law number 10 for the year 2003, paragraphs 4, 5 and 6 of subdivision a and paragraph 3 of subdivision b as added by local law number 25 for the year 2007, and subdivision f as amended by local law number 25 for the year 2007, is amended to read as follows:

§ 12-113 Protection of sources of information. a. Definitions. For purposes of this section:

1. "Adverse personnel action" shall include dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space or 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.

2. "Remedial action" means an appropriate action to restore the officer or employee to his or her former status, which may include one or more of the following:

(i) reinstatement of the officer or employee to a position the same as or comparable to the position the officer or employee held or would have held if not for the adverse personnel action, or, as appropriate, to an equivalent position;

(ii) reinstatement of full seniority rights;

(iii) payment of lost compensation; and

(iv) other measures necessary to address the effects of the adverse personnel action.

3. "Commissioner" shall mean the commissioner of investigation.

4. "Child" shall mean any person under the age of nineteen, or any person ages nineteen through twenty-one if such person receives instruction pursuant to an individualized education plan.

5. "Educational welfare" shall mean any aspect of a child's education or educational environment that significantly impacts upon such child's ability to receive appropriate instruction, as mandated by any relevant law, rule, regulation or sound educational practice.

6. "Superior officer" shall mean an agency head, deputy agency head or other person designated by the head of the agency to receive a report pursuant to this section, who is employed in the agency in which the conduct described in such report occurred.

7. "Contract" shall mean any written agreement, purchase order or instrument having a value in excess of one hundred thousand dollars pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a covered contractor and a covered subcontractor. Such term shall not include contracts or subcontracts resulting from emergency procurements or that are government-to-government procurements.

8. "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

9. "Covered contractor" shall mean a person or business entity who is a party or a proposed party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "covered subcontractor" shall mean a person or entity who is a party or a proposed party to a contract with a covered contractor valued in excess of one hundred thousand dollars.

10. "Officers or employees of an agency of the city" shall be deemed to include officers or employees of local development corporations or other not-for-profit corporations that are parties to contracts with contracting agencies and the governing boards of which include city officials acting in their official capacity or appointees of city officials. Such officers and employees shall not be deemed to be officers or employees of a covered contractor or covered subcontractor.

b. 1. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, or (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner. For purposes of this subdivision, an agency of the city shall be deemed to include, but not be limited to, an agency the head or members of which are appointed by one or more city officers, and the offices of elected city officers.

2. No officer or employee of a covered contractor or covered subcontractor shall take an adverse personnel action with respect to another officer or employee of such contractor or subcontractor 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 of such contractor or subcontractor, which concerns a contract with a contracting agency, (i) to the commissioner, (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner, or (iii) to the city chief procurement officer, agency chief contracting officer, or agency head or commissioner of the contracting agency, who shall refer such report to the commissioner.

3. Every contract or subcontract in excess of one hundred thousand dollars shall contain a provision detailing the provisions of paragraph two of this subdivision and of paragraph two of subdivision e of this section.

[2.] 4. Upon request, the commissioner, council member, public advocate or comptroller receiving the report of alleged adverse personnel action shall make reasonable efforts to protect the anonymity and confidentiality of the officer or employee making such report.

[3.] 5. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to present a substantial and specific risk of harm to the health, safety or educational welfare of a child by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, (ii) to a council member, the public advocate, the comptroller or the mayor, or (iii) to any superior officer.

c. An officer or employee (i) of an agency of the city, or (ii) of a public agency or public entity subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter who believes that another officer or employee has taken an adverse personnel action in violation of subdivision b of this section may report such action to the commissioner.

d. 1. Upon receipt of a report made pursuant to subdivision c of this section, the commissioner shall conduct an inquiry to determine whether retaliatory adverse personnel action has been taken.

2. Within fifteen days after receipt of an allegation pursuant to subdivision c of this section of a prohibited adverse personnel action, the commissioner shall provide written notice to the officer or employee making the allegation that the allegation has been received by the commissioner. Such notice shall include the name of the person in the department of investigation who shall serve as a contact with the officer or employee making the allegation.

3. Upon the completion of an investigation initiated under subdivision c of this section, the commissioner shall provide a written statement of the final determination to the officer or employee who complained of the retaliatory adverse personnel action. The statement shall include the commissioner's recommendations, if any, for remedial action, or shall state the commissioner has determined to dismiss the complaint and terminate the investigation.

e. 1. Upon a determination that a retaliatory adverse personnel action has been taken with respect to an officer or employee of an agency of the city in violation of paragraph one or five of subdivision b of this section, the commissioner shall without undue delay report his or her findings and, if appropriate, recommendations to the head of the appropriate agency or entity, who (i) shall determine whether to take remedial action and (ii) shall report such determination to the commissioner in writing. Upon a determination that the agency or entity head has failed to take appropriate remedial action, the commissioner shall consult with the agency or entity head and afford the agency or entity head reasonable opportunity to take such action. If such action is not taken, the commissioner shall report his or her findings and the response of the agency or entity head (i) if the complainant was employed by an agency the head or members of which are appointed by the mayor, to the mayor, (ii) if the complainant was employed by a non-mayoral

agency of the city, to the city officer or officers who appointed the agency head, or (iii) if the complainant was employed by a public agency or other public entity not covered by the preceding categories but subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter, to the officer or officers who appointed the head of the public agency or public entity, who shall take such action as is deemed appropriate.

2. Any officer or employee of a covered contractor or covered subcontractor who believes that he or she has been the subject of an adverse personnel action in violation of paragraph two of subdivision b shall be entitled to bring a cause of action against such covered contractor or covered subcontractor to recover all relief necessary to make him or her whole. Such relief may include but shall not be 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 attorneys' fees. An officer or employee described in this paragraph may bring an action in any court of competent jurisdiction for such relief. An officer or employee who brings a cause of action pursuant to this paragraph shall notify the agency chief contracting officer or agency head or commissioner of the contracting agency of such action; provided, however, that failure to provide such notice shall not be a jurisdictional defect, and shall not be a defense to an action brought pursuant to this paragraph. This paragraph shall not be deemed to create a right of action against the city, any public agency or other public entity, or local development corporations or not-for-profit corporations the governing boards of which include city officials acting in their official capacity or appointees of city officials, nor shall any such public agency, entity or corporation be made a party to an action brought pursuant to this subdivision.

f. Nothing in this section shall be construed to limit the rights of any officer or employee with regard to any administrative procedure or judicial review, nor shall anything in this section be construed to diminish or impair the rights of a public employee or employer under any law, rule, regulation or collective bargaining agreement or to prohibit any personnel action which otherwise would have been taken regardless of any report of information made pursuant to this section.

g. Violation of this section may constitute cause for administrative penalties.

h. The commissioner shall conduct ongoing public education efforts as necessary to inform employees and officers of covered agencies and contractors of their rights and responsibilities under this section.

i. Not later than October thirty-first of each year, the commissioner shall prepare and forward to the mayor and the council a report on the complaints governed by this section during the preceding fiscal year. The report shall include, but not be limited to, the number of complaints received pursuant to this section, and the disposition of such complaints.

§ 3. This local law shall take effect ninety days after its enactment into law; provided, however, that the provisions of this local law shall apply only to contracts or subcontracts solicited or renewed on or after such effective date.

**New York City Administrative Code section 7-805  
Remedies of employees.**

a. (1) Any officer or employee of the city of New York who believes that he or she has been the subject of an adverse personnel action, as such term is defined in paragraph one of subdivision a of section 12-113 of the administrative code of the city of New York; or

(2) any officer or employee of the city or state of New York, who believes that he or she has been the subject of a retaliatory action, as defined by section seventy-five-b of the civil service law; or

(3) any non-public employee who believes that he or she has been the subject of a retaliatory action by his or her employer, as defined by section seven hundred forty of the labor law because of lawful acts of such employee in furtherance of a civil enforcement action brought under this section, including the investigation, initiation, testimony, or assistance in connection with, a civil enforcement action commenced or to be commenced under this section, shall be entitled to all relief necessary to make the employee whole. Such relief shall include but not be limited to: (i) an injunction to restrain continued discrimination, (ii) reinstatement to the position such employee would have had but for the discrimination 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 discrimination, including litigation costs and reasonable attorneys' fees.

b. An employee described in subdivision a of this section may bring an action in any court of competent jurisdiction for the relief provided in this section.

# New York City Food Standards

## Part I: Standards for Meals/Snacks Purchased and Served

*Revised October 2011*

This document outlines standards for food purchased and meals and snacks served, with the goal of improving the health of all New Yorkers served by City agencies. The New York City Food Standards aim to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake.

The standards have been developed based upon agency feedback, review, and agreement. They do not apply to food available in vending machines,<sup>1</sup> or at concessions that provide food *for sale* through leases, licenses or contracts at City programs.

Agencies and their contractors are expected to follow the standards described in each of the four sections:

- I. Standards for Purchased Food  
Addresses food items purchased and gives specific standards by food category.
- II. Standards for Meals and Snacks Served  
Addresses the overall nutrient requirements for meals served and gives standards for snacks and special occasions.
- III. Agency and Population-Specific Standards and Exceptions  
Addresses standards for specific populations (e.g. children, seniors) and agencies. The additions and exceptions in the third section supersede the first two sections. For example, children under 2 years may be served whole milk, instead of 1% or nonfat milk required in the first section.
- IV. Sustainability Recommendations  
Addresses recommendations to support a healthy and ecologically sustainable food system.

The first two sections overlap: all purchased food items must meet the standards in Section I *and* must fit in to meals and snacks served such that the nutrient requirements in Section II are met. The purchased food standards ensure that agencies make healthier foods a regular part of people's diets and ensure that people who only eat a few items of each meal are still eating healthy options. The meal and snack standards ensure that people eating whole meals and snacks have a healthy, balanced diet.

All food purchased or served by a City agency must meet the **required** standards that appear in bold. Agencies are expected to be in compliance with the revised standards by October 31, 2012. Agency contractors are also required to comply with these Standards. This includes foodservice contractors, such as caterers, and programmatic contractors, that serve food within the context of the program.

The New York City Food Standards were made effective by Executive Order 122 from Mayor Bloomberg on September 19, 2008.<sup>2</sup> The Executive Order mandates that all City agencies follow the Standards for all foods that are purchased, prepared, and/or served by the agency, and/or agency contractors.

For more information, please contact: [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov)



<sup>1</sup> Please see NYC standards for vending machines: [www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml](http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml)

<sup>2</sup> View the Executive Order at: [www.nyc.gov/html/ceo/downloads/pdf/eo\\_122.pdf](http://www.nyc.gov/html/ceo/downloads/pdf/eo_122.pdf)

## I. Standards for Purchased Food

*These standards are defined per serving of food as shown on the product's Nutrition Facts label.<sup>3</sup>*

### Nutrient Standards:

- Trans fat:
  - **Require** restriction consistent with DOHMH, City regulation and law.<sup>4</sup>
- Sodium:
  - **Require** all individual items contain  $\leq 480$  mg sodium per serving,<sup>5</sup> not including specific items stated in the Food Category Standards below. Recommend purchasing "low sodium" ( $\leq 140$  mg sodium per serving) whenever feasible.

### Food Category Standards:

- Beverages:
  - **Require**  $\leq 25$  calories per 8 oz for all beverages other than 100% fruit juice or milk.<sup>6</sup>
  - If purchasing juice, **require** 100% fruit juice.
- Dairy:
  - **Require** milk be 1% or non-fat, and unsweetened.<sup>7,8</sup>
  - **Require** fluid milk substitutes (e.g. soymilk) be unflavored.<sup>7</sup>
  - **Require** low-fat or non-fat yogurt.
  - Recommend purchase plain yogurt or yogurt with  $\leq 30$  g sugar per 8 oz or equivalent (e.g.  $\leq 15$  g sugar per 4 oz,  $\leq 23$  g sugar per 6 oz).
  - Recommend choose lower sodium cheese.
- Bread, pasta, and other grains:
  - **Require** sliced sandwich bread contain  $\leq 180$  mg sodium per serving, be whole wheat/whole grain and contain  $\geq 2$  g fiber per serving.
  - **Require** other baked goods (e.g. dinner rolls, muffins, bagels, tortillas) contain  $\leq 290$  mg sodium per serving.
  - Recommend purchase whole grain pasta, whole grain baked goods (dinner rolls, muffins, bagels, tortillas), brown rice, etc.
- Cereal:
  - **Require** cereal contain  $\leq 215$  mg sodium per serving,  $\leq 10$  g sugar per serving, and  $\geq 2$  g fiber per serving.<sup>9,10</sup>
- Fruits and vegetables:
  - **Require** canned/frozen vegetables and beans contain  $\leq 290$  mg sodium per serving.
  - **Require** fruit canned in unsweetened juice or water. No fruit canned in syrup.
- Tuna, salmon and other seafood:
  - **Require** canned/frozen seafood contain  $\leq 290$  mg sodium per serving.

<sup>3</sup> Serving size is based on FDA-established lists of "Reference Amounts Customarily Consumed Per Eating Occasion".

<sup>4</sup> For more information: [www.nyc.gov/html/doh/downloads/pdf/public/notice-adoption-hc-art81-08.pdf](http://www.nyc.gov/html/doh/downloads/pdf/public/notice-adoption-hc-art81-08.pdf)

<sup>5</sup> For agencies serving populations with a majority of the population over 50 years old, **require** all individual items contain  $\leq 360$  mg sodium per serving.

<sup>6</sup> For agencies serving a majority of children under 18 years, **require** beverages with no artificial sweeteners.

<sup>7</sup> For children ages 4-18 years, flavored milk and flavored fluid milk substitutes are permitted and **required** to be  $\leq 130$  calories per serving. Recommend that agencies continue to phase out flavored milk and flavored fluid milk substitutes over time. As per Article 47 of the New York City Health Code, child care facilities may not serve milk with added sweeteners.

<sup>8</sup> For children ages 12 months to under age two, **require** unsweetened whole milk.

<sup>9</sup> For child care facilities, **require** cereal contain  $\leq 6$  g sugar per serving in addition to sodium and fiber standards.

<sup>10</sup> Cereals that contain dried cranberries, dates, and/or raisins are exempt from the sugar standard due to the limited availability of this product type that meets the sugar standard. Cereals must still meet fiber and sodium standards. Recommend phasing out these high sugar cereals over time.

- Poultry:
  - **Require** canned/frozen poultry contain  $\leq 290$  mg sodium per serving.
- Beef and pork:
  - **Require** canned beef/pork contain  $\leq 480$  mg sodium per serving.
  - Recommend purchase “extra lean” beef and pork (total fat  $\leq 5\%$ ) and at least 90% lean ground beef.
  - Recommend bacon contain  $\leq 290$  mg sodium per serving.
- Luncheon meat:
  - **Require** luncheon meat contain  $\leq 480$  mg sodium per serving.
- Condiments and sauces:
  - **Require** salad dressings contain  $\leq 290$  mg sodium per serving.
  - **Require** sauces contain  $\leq 480$  mg sodium per serving.<sup>11</sup>
  - Recommend use lower sodium condiments and sauces such as reduced sodium soy sauce.
- Portion controlled items and other convenience foods:
  - **Require** portion controlled items and other convenience foods such as breaded chicken, veal patties, frozen French toast and waffles contain  $\leq 480$  mg sodium per serving.
- Frozen whole meals:
  - **Require** frozen whole meals contain  $\leq 35\%$  of the daily sodium limit (adults:  $\leq 805$  mg, children:  $\leq 770$  mg, seniors  $\leq 525$  mg).

Note regarding **sodium standards** for purchased food:

In some instances successful sodium reduction requires gradual change to maintain product taste and quality. If an agency is purchasing non-compliant products that are essential to menu planning and that agency has demonstrated efforts to reduce the sodium in those products, the agency may continue to purchase those products with the deadline of reaching the sodium standards by October 31, 2012.

Note regarding **revised standards** for purchased food:

Agencies are expected to be in compliance with the revised standards by October 31, 2012. Technical challenges related to reformulation at the manufacturer’s level may require a longer timeframe for compliance with the new requirements. In October 2012, agencies that are unable to meet the new standards will submit a list of items out of compliance, steps taken to achieve compliance, and expected timeline for full compliance to the Food Policy Coordinator and Health Commissioner.

Note regarding populations with religious or special dietary food needs:

If an agency cannot meet required purchased food standards due to a present lack of availability of food items that meet the specific needs of the population they serve (e.g. packaged kosher foods), the agency is expected to seek suitable replacements in the marketplace as quickly as is feasible. The agency must identify and report these products to the Food Policy Coordinator and the Health Commissioner.

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<sup>11</sup> Soy sauce is exempt due to lack of market availability for products that meet this standard. Recommend use reduced sodium soy sauce.

## II. Standards for Meals and Snacks Served

All City agencies must have a plan for regular menu review to ensure that they meet the nutrient content standards. Outlined in this section are standards for Nutrition, Meals Served, and Snacks Served.

### A. Nutrition Standards

These standards are based on the USDA's 2010 Dietary Guidelines for Americans.<sup>12</sup> Standards in chart are requirements for adult populations; see page 8 for children's standards.

Require the following daily nutrient standards	
Nutrient	Adult
Calories	2,000 calories <sup>13,14</sup>
Sodium*	< 2,300 mg <sup>15</sup>
Sodium (> 50 years)	≤ 1,500 mg
Total Fat	≤ 30% of total calories
Saturated Fat	< 10% of total calories
Fiber	≥ 28 grams <sup>16</sup>
Recommend the following daily nutrient standards	
Protein	10-35% of total calories
Carbohydrate	45-65% of total calories
Cholesterol*	< 300 mg
Potassium	4,700 mg
Calcium	1,000 mg
Iron	> 8 mg (18 mg F; 8 mg M)

\* Daily limit, regardless of total calorie intake

For agencies serving only one or two meals per day:

- **Require** each meal served meets appropriate range of calories, sodium and fiber: 25-30% for breakfast; 30-35% for lunch; 30-35% for dinner.<sup>17</sup>

Note regarding Nutrition Standards featured in the table above:

Although encouraged to follow the Nutrition Standards, contracted agency programs or sites that meet ALL four of the following requirements can be approved for exemption:

- Meals are prepared on site or by another similar program (e.g. a daycare center that prepares food for another facility); and
- Program does not have access to a City agency-employed nutritionist for regular menu review; and
- Program site regularly serves less than 200 people per meal; and
- Program is not part of a larger contract for food purchasing coordinated by a City agency.

<sup>12</sup> Available at: [www.cnp.usda.gov/DGAs2010-PolicyDocument.htm](http://www.cnp.usda.gov/DGAs2010-PolicyDocument.htm)

<sup>13</sup> **Require** calories are no more than 10% above or below the standard.

<sup>14</sup> Agencies serving the adult correctional population, **require** calories be kept to less than 2,200 calories for women and 2,800 calories for men. Agencies serving the youth detention population, **require** calories be kept to less than 2500 calories for males.

<sup>15</sup> **Require** agencies serving populations with a majority of children 6-18 years of age limit sodium to ≤ 2,200 mg per day. **Require** agencies serving populations with a majority of children 1-5 years of age limit sodium to ≤ 1700 mg per day. **Require** breakfast contain no more than 425 mg sodium; snacks contain no more than 170 mg sodium; lunch contain no more than 600 mg sodium; and dinner contain no more than 600 mg sodium.

<sup>16</sup> For agencies serving populations with a majority of children 4-18 years old, **require** fiber be ≥ 25 grams per day. For agencies serving children 1-4 years old, **require** fiber be ≥ 19 grams per day.

<sup>17</sup> The Department of Education, which has federal standards for minimum amount of calories served, may serve up to 785 calories for lunch, for grades 7-12 (in line with National School Lunch Program).

Exempt programs should strive to meet these Nutrition Standards through thoughtful menu planning. Should exemption be granted, programs must still comply with ALL other requirements of the NYC Food Standards.

Note regarding sodium and fiber meal standards:

If an agency does not meet the required nutrition standard for sodium or fiber, it is expected to meet the standard as quickly as is feasible with the deadline of reaching the standards by October 31, 2012.

## B. Meal Standards

- Fruits and vegetables:
  - **Require** minimum of two servings of fruits and vegetables per meal for lunch and dinner.
  - **Require** minimum of five servings of fruits and vegetables a day for agencies serving breakfast, lunch, and dinner.
  - For programs serving meals 5 days per week or less, **require** at least 3 servings of non-starchy vegetables weekly per lunch and per dinner.<sup>18,19</sup>
  - For programs serving meals more than 5 days per week, **require** at least 5 servings of non-starchy vegetables weekly per lunch and per dinner.<sup>19</sup>
  - Recommend serve fresh or frozen fruits and vegetables instead of canned.
  
- Beverages:
  - Water:
    - **Require** water be available at all meals (this can be in addition to or in place of other beverages regularly served). Tap water should be used if possible.
  - Fruit juice:
    - **Require** 100% fruit juice and portion size limited to ≤ 6 oz per serving.
    - **Require**, if provide meals, serve juice no more than one time per day.
    - **Require**, if provide snacks only, serve juice no more than 2 times per week.
  
- Food preparation and service:
  - **Require** no use of deep fryers;<sup>20</sup> no deep frying.
  - Recommend, to help ensure healthy portion sizes, establishment of program-specific guidelines for serving containers (e.g. size of food plates and beverage cups).

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<sup>18</sup> Standard does not apply to programs serving one or two meals per week.

<sup>19</sup> Starchy vegetables include white potatoes, corn, green peas, and lima beans.

<sup>20</sup> Require that all new or renovated kitchens be built without deep fryers.

### C. Snack Standards

*Snacks should add important nutrients to the overall diet and help curb hunger.*

These snack standards are in compliance with the snack pattern requirements of the USDA's Child & Adult Care Food Program (CACFP) and are eligible for reimbursement with the exception of low calorie beverage choices for sites serving adults.

#### Overall Guidelines

- **Require** all items have 0 g trans fat.
- Recommend foods served be on the list of acceptable choices below or provide equivalent nutrient value (for example: melon slices substituted for a banana for the fruit category).
- Recommend water is available at all snack times.

#### Food Category 1: Dairy beverages

- **Require** milk be 1% or non-fat and unsweetened.<sup>21,22</sup>

#### Food Category 2: Fruit or vegetable

- **Require** juice be 100% fruit juice and portion size limited to ≤ 6 oz per serving.
- **Require**, if provide snacks only, serve juice no more than 2 times per week.
- Examples of acceptable choices: carrot sticks, celery sticks, pepper slices, salads, apples, bananas, pears, oranges, dried fruit, applesauce with no sugar added, and canned fruit in unsweetened juice or water.

#### Food Category 3: Bread or grain

- **Require** sodium ≤ 180 mg per serving for sliced sandwich bread.
- **Require** sodium ≤ 200 mg per serving for all crackers, chips, and salty snacks.
- **Require** sugar ≤ 10 g per serving.
- **Require** fiber ≥ 2 g per serving.
- Recommend all items served be whole grain.
- Examples of acceptable choices: whole wheat pita triangles, whole grain cereal, whole grain crackers, whole grain bread, rice cakes, popcorn.
- Examples of non-appropriate items: doughnuts, pastries, croissants, cake, etc.

#### Food Category 4: Protein<sup>23</sup>

- Examples of acceptable choices: hummus, bean dip, cottage cheese, low-fat cheese, hard boiled eggs, low-fat or non-fat yogurt, low-sodium tuna, nuts, nut butters, sunflower seeds, turkey slices.

Examples of acceptable snack choices, all served with water:

- Peanut butter, whole grain crackers and apple slices
- A peach and whole grain crackers
- Half of a tuna sandwich: tuna on whole wheat bread with lettuce and tomato
- Turkey served with whole wheat pita triangles and carrot sticks
- Milk and whole grain cereal, with fresh berries
- Yogurt topped with blueberries and low-fat granola
- Hummus with pita and sliced red peppers

<sup>21</sup> For children ages 12 months to under age two, **require** unsweetened whole milk.

<sup>22</sup> For children ages 4-18 years flavored milk and flavored fluid milk substitutes are permitted and **required** to be ≤ 130 calories per serving. Recommend that agencies continue to phase out flavored milk and flavored fluid milk substitutes over time. As per Article 47 of the New York City Health Code, childcare facilities may not serve milk with added sweeteners.

<sup>23</sup> For CACFP programs, this category is referred to as 'meat or meat alternative'.

Additional Snack Standards:

- **Require** ≤ 25 calories per 8 oz for beverages other than 100% juice or milk at sites serving adults.

#### **D. Special Occasion Standards for Meals and Snacks**

*Special occasion standards apply to trips, parties for major holidays and special events. This also includes food purchased from vendors not routinely used by the agency for normal food service.*

- **Require** healthy options be served, such as fresh fruit, leafy green salad, and/or vegetable slices.
- **Require** water be served at all special occasion events.
- Recommend adopting a policy for special occasion meals and snacks.
- Recommend special occasion meals and snacks generally be limited (for example, once a month).
- Recommend, if serving sweets/desserts, offer in moderation and in appropriate portions.
- Recommend adherence to beverage standards.
- Recommend eliminating all foods that meet the USDA definition of Foods of Minimal Nutritional Value (FMNV).<sup>24</sup> Examples of FMNV include chewing gum, candy and water ices.

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<sup>24</sup> Definition available at: [www.fns.usda.gov/cnd/menu/fmnv.htm](http://www.fns.usda.gov/cnd/menu/fmnv.htm)

### III. Agency and Population-Specific Standards and Exceptions

*Agencies which serve meals to populations with special nutritional needs (e.g. children, seniors) have specific nutrition requirements.*

#### Children

##### *Standards for Purchased Food:*

When milk is provided, children ages two and older shall only be served milk with 1% or less milk-fat unless milk with a higher fat content is medically required for an individual child, as documented by the child's medical provider. When milk is provided, children ages 12 months to under age 2 should be served whole milk.

For children ages 4-18 years, flavored milk and flavored fluid milk substitutes are permitted and **required** to be  $\leq 130$  calories per serving. Recommend that agencies continue to phase out flavored milk over time. As per Article 47 of the New York City Health Code, child care facilities may not serve milk with added sweeteners.

For child care facilities, **require** cereal contain  $\leq 6$  g sugar per serving in addition to sodium and fiber standards.

##### *Nutrition Standards.<sup>25</sup>*

Recommend agencies serving populations with a majority of participants under 19 years of age follow the Institute of Medicine, Food and Nutrition Board's Dietary Reference Intakes (DRI)<sup>26</sup> for appropriate age groups.

**Require** agencies serving populations with a majority of children 6-18 years of age limit sodium to  $\leq 2,200$  mg per day.

**Require** agencies serving populations with a majority of children 1-5 years of age limit sodium to  $\leq 1700$  mg per day. **Require** breakfast contain no more than 425 mg sodium; snacks contain no more than 170 mg sodium; lunch contain no more than 600 mg sodium; and dinner contain no more than 600 mg sodium.

For agencies serving a majority of children age 4-18 years of age, **require** fiber be  $\geq 25$  grams per day. For agencies serving a majority of children 1-4 years old, **require** fiber be  $\geq 19$  grams per day.

#### Seniors

Recommend agencies follow the Institute of Medicine, Food and Nutrition Board's Dietary Reference Intakes (DRI)<sup>26</sup> for appropriate age groups.

**Require** agencies serving populations with a majority of the population 50 years of age and older limit sodium to  $\leq 1,500$  mg per day.

**Require** individual items contain  $\leq 360$  mg sodium per serving.

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<sup>25</sup> Please see page 4 for programs that are exempt from this standard.

<sup>26</sup> Institute of Medicine, Food and Nutrition Board's Dietary Reference Intakes (DRI):  
<http://iom.edu/Reports/2006/Dietary-Reference-Intakes-Essential-Guide-Nutrient-Requirements.aspx>

**Correctional Population**

Agencies serving the correctional population have a majority of young, moderately active women and men who may require a higher than average caloric intake. For all meals and snacks served per day, **require** that calories be kept to less than 2,200 calories for women and 2,800 calories for men.

**Youth Detention Facilities**

Agencies serving the youth detention population have a majority of young, moderately active boys who may require a higher than average caloric intake. For all meals and snacks served per day, **require** that calories be kept to less than 2,500 calories for males.

**Single Resident Occupancy and Self-Sustained Shelters**

Programs that allow clients to purchase and prepare their own meals are not required to comply with these standards.

**Child Care Services Providers**

Home-based child care providers are not required to comply with these standards.

**Patients Under Therapeutic Care**

Nutrition requirements consistent with established medical guidelines and diets for patients under therapeutic care replace general nutrition criteria described here. The Patient Bill of Rights allows patients under therapeutic care to request specific food items. These items are considered part of the therapeutic diet and do not need to meet the nutrition criteria.

**Emergency Food**

Agencies that purchase food to be distributed by a third party to emergency food providers, such as soup kitchens and food pantries, are **required** to follow the guidelines outlined in Section I.

**Federal Commodity Food Program**

Food provided by the federal government to agencies or agency programs is not required to meet the standards outlined in Section I. However, agencies/programs accepting these foods are **required** to meet the nutrition standards outlined in Section II. Agencies/programs are expected to provide documentation upon request to verify which products were obtained through the commodity food program.

**Donated Foods**

Foods that are donated or provided at no cost to a program are not required to meet the standards outlined in Section I. However, agencies accepting these foods are **required** to meet the nutrition standards outlined in Section II. Programs are not permitted to accept donations of candy or sugar-sweetened beverages for use in meal or snack service.

**Food for Disaster Response**

Food purchased by agencies to serve solely for a disaster or crisis response are not restricted by the nutrition criteria included here, recognizing such stocks intentionally include nutrient dense food products.

#### **IV. Sustainability Recommendations**

The Standards for Meals/Snacks Purchased and Served focus on promoting a healthy eating pattern as part of a city-wide strategy to reduce the prevalence of chronic disease, such as obesity, diabetes, and heart disease, among New Yorkers. New York City also recognizes the importance of promoting a healthy and ecologically sustainable<sup>27</sup> food system that conserves natural resources and supports long term public health goals.

Agencies are encouraged to consider, when practicable and cost effective, sustainability criteria for the food they procure and serve. While New York City does not endorse any single criteria for sustainability, a number of food characteristics are associated with supporting the conservation of natural resources that are needed to sustain our food supply over the long term. For example, preferred products may include: (i) fruits and vegetables that are local, seasonal, or are grown by producers using low or no pesticides or an integrated pest management system, (ii) dairy products that are local or (iii) seafood that is sustainably raised or harvested.<sup>28</sup> Agencies may also request, but not mandate, that their vendors offer fruit, vegetables, dairy products and seafood that is locally grown or produced. Agencies are also encouraged to educate their customers about these local and/or sustainably produced foods through labeling or other mechanisms.

These suggestions will continue to be evaluated and updated based on the latest scientific research on nutrition, the relationship between human health and food production methods, and the sustainability of the food system.

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<sup>27</sup> The federal statutory definition of sustainable agriculture (7 USC 3103) is a guide to the elements to look for in a sustainability program. New York City does not endorse any particular labeling or documentation system or program over another, and recognizes that many agricultural producers practice sustainable agriculture without their products being labeled as such.

<sup>28</sup> For example, seafood that is identified as a "best choice" or "good alternative" on the Monterey Bay Aquarium Seafood Watch List, or similarly certified by other equivalent program.

## **New York City Agency Food Standards Part II: Standards for Beverage Vending Machines**

The Standards for Beverage Vending Machines were enacted May of 2009, pursuant to Executive Order 122. There are separate standards for vending locations regularly used by adults (Adult Standards) and for vending locations regularly used by children (Children's Standards).

### **Standards for Vending Locations Regularly Used by Adults**

The following five criteria must be met:

#### **1) Specifications regarding the product mix:**

- A) No more than two columns (or "buttons") may be High Calorie beverages (defined as any beverage > 25 calories per 8 oz). The maximum of two columns applies irrespective of the total number of columns in the machine.
- B) Unless otherwise approved by the City in writing, water is required to be stocked for a minimum of 2 columns (or "buttons").<sup>1,2</sup>
- C) The remaining products must be  $\leq$  25 calories per 8 oz.

#### **2) Specifications regarding product display placement:**

- A) Water must be placed in the position with the highest selling potential.
- B) High Calorie beverages must be placed in the position with the lowest selling potential.
- C) For machines where the buttons are arrayed vertically, highest selling potential means those closest to eye level, usually the top buttons, and lowest selling potential means those furthest from eye level, usually the bottom buttons. Or as determined by industry best practices.<sup>3</sup>

#### **3) Specifications regarding size:**

- A) All beverage selections with the exception of water and seltzer are limited to 12 oz.<sup>4</sup>
- B) All water and seltzer selections must be at least 12 oz.
- C) Portion sizes smaller than 12 oz are encouraged for High Calorie beverages.

#### **4) Calorie labeling:**

- A) Every machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent or in close proximity so as to be clearly associated with the item, using a font and format that is at least as prominent, in size and appearance, as that used to post either the name or price of the beverage where it can be seen before the consumer presses the button to choose the beverage. Existing nutrition labeling on the beverages does not meet this requirement. The City will have sole discretion regarding the display of calorie information. (adapted from HC §81.50)

#### **5) Promotional space:**

- A) Promotional space on the vending machines (i.e. sides, front graphic panel, etc.) including but not limited to the language and graphics, if used, is subject to the approval of the City in its sole discretion and must be used only to promote healthy beverage choices ( $\leq$  25 calories per 8 oz) and/or healthy activities.

#### **Price: (Recommended)**

- A) Pricing models that encourage healthy choices (e.g. by establishing lower prices for healthy beverage choices ( $\leq$  25 calories per 8 oz) relative to High Calorie beverages (> 25 calories per 8 oz)) are encouraged.

For more information, please contact: [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov)



## Standards for Hot Beverage (e.g. Coffee) Vending Machines

The following criteria must be met:

- All beverages must be  $\leq 25$  calories per 8 oz.
- If stocking condiments:
  - Milk/creamer product must be 1% or non-fat
  - Sugar and sugar-substitutes are acceptable
- All beverages and condiments must contain  $< 0.5$  grams of trans fat per serving.

Phase in time of 2 years, to be in compliance by January 2012.

## Standards for Vending Locations Regularly Used by Children age 18 and under

The following three criteria must be met:

### 1) Specifications regarding the product mix:

- A) Beverage vending machines can only include:
  - Water<sup>1</sup>
  - Unsweetened milk, 1% or nonfat only
  - Beverages with  $\leq 25$  calories per 8 oz
  - Carbonation and caffeine are allowed
- B) Prohibited:
  - Artificial sweeteners
  - Other "natural" non-nutritive or very low-calorie sweeteners (e.g. stevia, erythritol)
  - Artificial flavors and colors
- C) If the location is regularly used by programs serving children age 12 or younger (e.g. afterschool locations, summer camp), in addition to the standards above, products:
  - Should not be caffeinated
  - Should be  $\leq 10$  calories per 8 oz

### 2) Calorie labeling:

- A) Every machine must display the total calorie content for each item, as sold, clearly and conspicuously, adjacent or in close proximity so as to be clearly associated with the item, using a font and format that is at least as prominent, in size and appearance, as that used to post either the name or price of the beverage where it can be seen before the consumer presses the button to choose the beverage. Existing nutrition labeling on the beverages does not meet this requirement. The City will have sole discretion regarding the display of calorie information. (adapted from HC §81.50)

### 3) Promotional space:

- A) Promotional space on the vending machines (i.e. sides, front graphic panel, etc.) including but not limited to the language and graphics, if used, is subject to the approval of the City in its sole discretion and must be used only to promote healthy beverage choices ( $\leq 25$  calories per 8 oz) and/or healthy activities.

Note that New York City beverage vending standards may be revised or updated in the future. Vendors will have time to come into compliance with any changes.

<sup>1</sup> Unless otherwise approved by the City, in its sole discretion in writing, water for the purposes of these Standards shall mean bottled water that is intended for human consumption, that contains 0 calories per 8 oz, and contains no added flavor, color, or sweeteners of any kind. Any product containing water modified with added flavors, colors or sweeteners or with calories in excess of 0 calories per 8 oz shall not be considered water for the purposes of these Standards.

<sup>2</sup> If drinking water is free and readily available in the same vicinity (must be on the same floor) as a beverage vending machine, agencies can substitute seltzer for the mandatory 2 columns (or "buttons") of bottled water. Seltzer is defined as water naturally or artificially impregnated with mineral salts or gasses, having 0 calories per 8 oz and no artificial sweeteners.

<sup>3</sup> However, because machines have different display arrangements, the City will have sole discretion to approve all product display and placement.

<sup>4</sup> For the purposes of these Standards, seltzer is defined as water naturally or artificially impregnated with mineral salts or gasses, having 0 calories per 8 oz and no artificial sweeteners.

## Guidance for the Application of the Adult and Children's Standards

Beverage vending machines within City Facilities\* may serve an array of customers including: the general public; employees of the City of New York; participants in City programs for youth (school students, participants in afterschool programs); participants in City programs for adults; and others. The Children's Standards will be applied based on the type of programming that takes place in the facility in which a machine is located.

### **Adult Standards**

City Facilities\* that cater to adults and do not have programming for children should follow the Adult Standards. Examples include office space occupied by City agencies, police precincts, senior centers and shelter facilities for adults.

City Facilities\* that are open to the general public but have no specific programming of any kind, such as gas stations, are subject to the Adult Standards.

Any portion of a youth facility which is intended for use exclusively by adults, and where youth are not generally permitted to enter, are subject to the Adult Standards. For example, teachers lounges within schools or the administrative offices of a community center are subject to the Adult Standards

### **Children's Standards**

Any City Facility\* where there is programming specifically for children, such as schools, community centers, park facilities, other spaces that regularly host Out-of-School Time (OST) programs, and athletic facilities that are used by school teams, are subject to the Children's Standards. For example, a community center that has programs for youth on weekday afternoons and adults in the evenings is subject to the Children's Standards.

**Children age 18 and under Beverage Standards (High School)** should be used by facilities that have programming only for high school aged children.

**Children age 12 or under Beverage Standards** should be used by facilities that have regular programming for children 12 and under. Facilities that serve children of all ages should use this standard. So, if a facility serves children age 6–18, it is subject to these standards.

\*A City Facility is a property, building, or a discrete portion of a property or building, that is owned, rented, or otherwise controlled by the City or occupied by a City funded program.

## **New York City Food Standards**

### **Part III: Standards for Food Vending Machines**

The Standards for Food Vending Machines were enacted December of 2011, pursuant to Executive Order 122. These Standards apply to all types of food vending machines including non-refrigerated “snack” and refrigerated machines. Follow these standards to make vending machine choices healthier for employees and visitors.

#### **Snack Standards**

Snacking in excess can lead to weight gain. Snacks, when consumed, should add healthy nutrients to the overall diet and help curb hunger.

- 1) Require that snacks meet all of the following criteria, per package:
  - Calories: no more than 200 calories
  - Total fat: no more than 7 grams
    - Nuts, seeds, nut butters and cheese are exempt
    - Combination products of dried fruit and nuts are exempt
  - Saturated fat: no more than 2 grams
    - Nuts, seeds, nut butters and cheese are exempt
  - Trans fat: 0 grams trans fat
  - Sodium: no more than 200 mg
    - Cottage cheese: no more than 400 mg
  - Sugar: no more than 10 grams
    - Fruit and vegetable products with no added sugar are exempt
    - Yogurt: no more than 30 grams sugar per 8 ounces
  - Contain at least 2 grams of fiber, if product is grain/potato-based (e.g. granola bars, crackers, pretzels, cookies, chips)
- 2) Limit grain/potato-based snacks (includes similar products, such as corn, plantain and taro chips) to no more than 50% of food items in machine.
- 3) Require that calorie information is posted for each food item, as packaged.

For more information, please contact: [nycfoodstandards@health.nyc.gov](mailto:nycfoodstandards@health.nyc.gov)

December 2011



## **Meal Standards**

Meal items include salads, sandwiches, burritos, and combination packaged items such as tuna lunch kits. Breakfast breads and pastries must meet the snack standards.

1) Require each meal meet all of the following criteria:

- Calories: no more than 700 calories (all items  $\leq$  200 calories must follow snack standards)
- Total fat: no more than 35% of calories
  - Salads: no more than 60% of calories
- Saturated fat: no more than 10% of calories
  - Salads: no more than 20% of calories
- Trans fat: 0 grams trans fat
- Sodium: no more than 800 mg
  - Soup: no more than 480 mg per 8 ounces
- Sugar: no more than 35% of calories

2) Refrigerated machines must stock fresh fruit and vegetable items.

3) Require that calorie information is posted for each food item, as packaged.

## **Standards for Children**

For vending locations regularly used by children age 18 and under, all standards described above apply and the following additional criteria must be met:

- Products may not contain artificial flavors, artificial colors, artificial sweeteners, or other non-nutritive sweeteners (e.g. stevia, erythritol).

## **Notice for Proposers:**

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and the Selected Contractor receives notice of its implementation, the Selected Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of the contract to be awarded. For each subcontractor listed, the Selected Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. Thereafter, the Selected Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, the Selected Contractor will be required to revise the information in the system.

When the subcontractor reporting system is implemented, the Selected Contractor will receive a written notice from the City which will contain the information the Selected Contractor will need to list its subcontractors and report payments. The Selected Contractor will not be required to comply with the requirements set forth herein until such notice is issued. The Selected Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that have not yet been approved by the Agency, subcontractors will have to be listed in the system in order to obtain the required Agency approval.

Failure of the Selected Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Selected Contractor in default of the Contract and may subject the Selected Contractor to liquidated damages in the amount of \$100 per day for each day that the Selected Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. The Selected Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.