

APPENDIX B

RUNAWAY AND HOMELESS YOUTH

DROP-IN CENTERS

COMPETITION 2 – 24-HOUR DROP-IN CENTERS PROGRAM

SCOPE OF WORK

ARTICLE I— DEFINITIONS

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

- 1) “ACS” means the City Administration for Children’s Services.
- 2) “ADA” means the federal Americans with Disabilities Act.
- 3) “Crisis Services Program” means a program at a voluntary, short-term residential facility with onsite Staff supervision and access to program services twenty-four (24) hours a day, seven (7) days a week, as defined in 9 NYCRR §182-1.2, operating pursuant to OCFS certification for youth from sixteen (16) through twenty (20) years of age; and providing RHY with emergency shelter and services for up to sixty (60) days, with a possible extension of up to one hundred twenty (120) days, in accordance with RHY Regulations and upon approval by the DYCD RHY Youth Coordinator (with all capitalized terms defined below).
- 4) “Designated Borough” means the City borough designated in Article II hereof, in which the Facility, defined herein, is located.
- 5) “DHS” means the City Department of Homeless Services.
- 6) “DOE” means the City Department of Education.
- 7) “DOHMH” means the City Department of Health and Mental Hygiene.
- 8) “Drop-In Center” means a resource center for homeless youth and youth at risk for homelessness, ages twenty-four (24) years and under, and for families of such youth whose main purpose is to prevent or minimize the duration of youth homelessness by addressing the needs of RHY and youth at risk for homelessness and providing information and access to other resources; providing a range of services to help adolescents and young adults regain stability and get their lives back on track; and offering assistance to families to enable them to better support their children.
- 9) “DYCD Fiscal Manual” means the *Fiscal Manual for HHS Accelerator Financials Users*, as amended or revised during the Term, issued by DYCD.
- 10) “Facility” means the Drop-In Center, identified in Article II and Schedule 1 – Program Plan hereof, and located in the Designated Borough.
- 11) “HRA” means the City Human Resources Administration.

- 12) “LGBTQ” means lesbian, gay, bisexual, transgender, queer and questioning.
- 13) “MOIA” means the City Mayor’s Office of Immigrant Affairs.
- 14) “NYCHA” means New York City Housing Authority.
- 15) “OCFS” means the New York State Office of Children and Family Services.
- 16) “Program” means a Drop-In Centers program whose goals include the following:
 - a) To protect and address the needs youth who are runaway and homeless and reuniting youth with their families whenever possible; and where reunification is not a realistic option, the goal is to help youth progress toward stability, economic self-sufficiency, and successful independent living.
 - b) To provide a safe and welcoming environment for all RHY, defined below, including LGBTQ youth and other vulnerable groups such as young pregnant women/mothers, victims of abuse, youth involved with the criminal or juvenile justice system, and former foster care youth.
 - c) To ensure that all programs adopt DYCD’s “Promote The Positive” approach offering activities and experiences that help participants build on their strengths and identify realistic goals so they have the best chance of developing into healthy, responsible, and resilient adults.
 - d) To facilitate access to appropriate resources through robust community partnerships, including effective systems for referrals to key additional resources.
 - e) To deliver directly, and through referrals, appropriate and effective health and mental health services to Program participants.
- 17) “Program Services” means all of the activities, operations, and services conducted by Contractor in its performance of the Program, including operation of a Drop-In and delivery to members of the Target Population, defined below, of the services set forth in Article III, below.
- 18) “RHY” means runaway and homeless youth.
- 19) “RHY Regulations” means State RHY regulations 9 NYCRR §182-1 *et seq.* and 9 NYCRR §182-2 *et seq.* relating to various aspects of programs for RHY including, but not limited to, program protocols, facilities, staff qualifications and staff training; which can be accessed through the link <http://ocfs.ny.gov/main/youth/rhy/regulations.asp>.
- 20) “Staff” means all persons, whether paid or volunteer, engaged by Contractor to provide Program Services.
- 21) “Target Population” means RHY and youth at risk for homelessness in New York City, age twenty-four (24) years and under, and their families.
- 22) “TIL” means a voluntary transitional independent living program, as defined in 9 NYCRR §182-2.2, at an OCFS-certified residential facility for youth from sixteen (16) through twenty (20) years of age, and in some cases, their dependent children, who have been approved for such a program with onsite staff supervision and access to program services twenty-four (24) hours a day, seven (7) days a week for up to twenty-four (24) months.

ARTICLE II – SERVICE LEVELS AND FACILITY LOCATION

- 1) Contractor shall provide per year of the Term:
 - a) Program Services, not including case management, to a minimum of 1,900 members of the Target Population through outreach and community events, as well as walk-in youth;
 - i) Youth served by Program who reside in DYCD-funded RHY Crisis Services or TIL programs may be counted towards the Program’s required minimum service level.
 - b) Case management services to a minimum of 190 members of the Target Population, which is ten percent (10%) of the of the number of members of the Target Population required to be served as set forth in subsection a) above;
 - c) A minimum of 12 structured workshops for members of the Target Population served by the Program; and
 - d) A minimum of 8 community outreach meetings at the Facility or off-site venues.
- 2) Subject to the availability of funds and by mutual consent of the parties, service levels may be adjusted during the Term.
- 3) The Facility shall be located at <<Street, City, State Zip of Facility>> in the Designated Borough of <<Designated Borough>>.

ARTICLE III — SCOPE OF SERVICES

Contractor shall provide Program Services, directly or through subcontracts, pursuant to RHY Regulations and the terms of this Agreement, including but not limited to Schedule 1 – Program Plan; the Program Budget, Appendix C; the RFP, Appendix D; the Proposal, Appendix E; and the DYCD Fiscal Manual, as follows:

- 1) The Program shall have the following key features:
 - a) A Safe and Welcoming Environment:
 - i) Contractor shall ensure a friendly and supportive environment where members of the Target Population feel welcome because they are treated with dignity and respect from the outset, regardless of age, gender identity, sexual orientation, culture or background.
 - ii) The Facility shall, in particular, be a safe and welcoming space for youth who identify as LGBTQ who are significantly over-represented among the wider RHY population.
 - iii) Contractor shall have protocols to guide Staff behavior and provide effective training and supervision.
 - (1) Even if the Facility targets a particular subgroup of homeless youth (*e.g.*, LGBTQ or pregnant and parenting youth), it shall still make sure that all youth, whether or not they are members of the target group, feel welcome and safe.

b) Strengths-based and Trauma-informed Approaches:

- i) Contractor shall embrace DYCD’s strengths-based framework in which the strengths and assets of individuals and communities are valued; and, since vulnerable youth have often experienced trauma prior to or during their homelessness, Program shall adopt trauma-informed practices and address the emotional and mental health needs of the members of the Target Population served.
 - (1) A central focus will be caring, empathetic relationships that reflect an understanding of the effects of trauma, social justice principles and meaningful choices for members of the Target Population.

- ii) Contractor shall embrace the interconnected concepts of Positive Youth Development (“PYD”), Social and Emotional Learning (“SEL”), and Youth Leadership to achieve positive outcomes for youth, families, and communities set out in DYCD’s Promote The Positive approach (*see*, <https://www.flipsnack.com/NYCDYCD/dycd-promote-the-positive-flipbook-for-rfp.html>); and Staff shall function as responsible, caring adults and positive role models, promoting the safety, engagement, confidence and empowerment of the members of the Target Population served.
 - (1) PYD is an assets-based approach that fosters healthy development and resilience by offering a safe environment, a sense of belonging, and authentic opportunities for members of the Target Population served to be heard so they can help shape programs and policies that affect their lives.
 - (2) SEL involves intentional development of key skills such as self-awareness, self-management, social awareness, relationships, and responsible decision-making.
 - (3) Youth Leadership builds on SEL competencies by adding a focus on action (using skills learned to effect change) and reflection (reinforcing lessons learned, building confidence, responding to new challenges).

- iii) Staff shall focus on relationship-building and the development of the abilities to set and achieve goals and make responsible decisions by members of the Target Population served.
 - (1) Program shall use workshops, discussion groups and individual and group counseling to foster healthy habits and life-styles and demonstrate the benefits of pro-social behaviors and responsible decision-making, reliability, critical thinking and good communication skills.

- (2) Program activities shall offer members of the Target Population served opportunities to be good team players, leaders and role models to steer members of the Target Population served towards greater stability and independence.

c) Counseling and Case Management to Address Family-related Issues:

- i) Case managers and counselors shall seek to address family issues that may be undermining efforts to move members of the Target Population towards stability; accordingly, except where histories of violence or abuse make it inappropriate, Staff shall encourage members of the Target Population to reconnect with family.
 - (1) In counseling sessions and psycho-social or life-skills workshops, case managers and counselors shall discuss the common causes of family conflict and use role play to highlight the reasons why parents impose rules, and the benefits of family connectedness.
 - (2) In appropriate cases, Staff shall offer to mediate to resolve particular issues.
- ii) The Program shall adopt a broad definition of “family” that includes wider kinship groups and significant, nonrelated caring adults.
 - (1) Staff shall try to identify individuals who may be an untapped resource, and if youth express an interest in reaching out to them, offer support and reassurance and help them connect.

d) Services that Address Health and Mental Health Needs:

- i) The Program shall address health needs of members of the Target Population (*e.g.*, the need for emergency treatment and services relating to sexually transmitted infections, unwanted pregnancy, asthma, tuberculosis, diabetes and hepatitis) directly or through a system of effective referrals; and, if lack of income is a barrier to access, Staff shall connect youth to free healthcare clinics and assist them with Medicaid applications.
- ii) The Program shall also make it a priority to address mental health needs (*e.g.*, anxiety, depression, PTSD, suicide ideation/attempts) and behavioral health issues (substance use and dependency) of the members of the Target Population directly or by way of referrals.
 - (1) Contractor must provide some mental health services directly (as identified in their Proposal), for example, psychological evaluations, individual and group therapy, wellness and mindfulness programs, and other activities that promote mental and emotional health.

- (2) Annual work plans shall include an outline of the mental health services will be provided directly and Contractor shall be required to report on those services in accordance with indicators specified by DYCD and ThriveNYC.
- e) Services that Highlight the Importance of Education, Career Development, and Job Readiness:
 - i) The Program shall provide, or facilitate access to, education and employment-related resources.
 - ii) The Program shall set high expectations, restore hope and build confidence and provide supports that encourage members of the Target Population to identify and pursue academic or employment goals.
 - iii) The Program shall develop a culture of peer support that encourages youth to pursue their education and career goals.
- 2) Contractor shall deliver the following Program Services which include, but are not limited to, the following elements:
 - a) Direct Services:

Contractor shall provide, at a minimum, the following services:

 - i) Provide information about resources for RHY, youth at-risk for homelessness and families of such youth.
 - ii) Facilitate access to relevant local services.
 - iii) Offer amenities that address the basic needs of RHY (*e.g.*, healthy food/snacks and drinks, first-aid, clean clothing, restroom facilities, access to computers).
 - iv) Provide crisis counseling and intervention, needs assessments, counseling, case management, and mediation.
 - v) Offer some mental health services directly (*e.g.*, psychological evaluations, individual and group therapy, and wellness and mindfulness programs, as selected by Contractor).
 - vi) Provide referrals to other providers including RHY residential programs (*i.e.*, Crisis Services or TIL Programs) and other DYCD-funded services and resources that address critical needs of RHY (*e.g.*, education and career development programs, specialist health and mental health services and substance abuse treatment programs).
 - vii) Provide assistance with procurement of identification documents.

- viii) Provide educational and employment counseling.
 - ix) Arrange transportation to a DYCD-funded residential program or other safe locations when necessary (*e.g.*, by providing MetroCards, taxi rides).
- b) Nighttime Services:
Nighttime services shall include the following core elements:
- i) Meeting essential and emergency needs of youth seeking assistance from the Program during the nighttime hours (*e.g.*, providing food, restroom/washing facilities, clean clothing);
 - ii) Responding to emergency health and mental health needs; and
 - iii) Helping youth reach a safe location (*e.g.*, by providing youth with MetroCards or taxi fares).
- c) Coordination With Daytime Staff:
Nighttime Staff shall coordinate with daytime case managers and other Staff, as necessary, with respect to the needs of youth who sought assistance during the night.
- d) Case Management Services:
- i) Each Program shall provide a more intensive level of counseling services to at least ten percent (10%) of the number of members of the Target Population required to be served annually.
 - ii) Where a member of the Target Population is referred for case management services, the Program shall open a case file, which shall remain open for a minimum of ninety (90) days.
 - (1) If a youth seeks services after his or her case file is closed, the Program shall open a new case file.
 - iii) Case managers shall develop Individualized Service Plans (“ISPs”) with youth.
 - iv) Case managers shall explore family-related issues, talk to youth (and, if possible, to families) about the potential benefits of renewing or strengthening family bonds, and seek opportunities to foster closer family connections.
 - v) Contractor shall obtain written consent from youth and, if applicable, members of youth’s family, before disclosing any information to or discussing recommendations for services with other agencies.

e) Workshops:

The Program shall offer a minimum of twelve (12) structured, age- and developmentally-appropriate workshops per year of the Term for members of the Target Population served by the Program as part of their life-skills, work-readiness and other Program services.

- i) The workshops shall cover topics such as interpersonal relations, communication, decision-making, work readiness, financial literacy, health, and career exploration.

f) Community Outreach:

Working under the supervision of the Program Director, the Community Outreach

Coordinator shall facilitate access to resources and conduct outreach in the following ways:

- i) Connect youth and families to other providers.
- ii) Provide intensive case management, counseling, and assistance designed to prevent homelessness among at-risk youth and, to the greatest extent possible, encourage precariously-housed and homeless young people to return to their homes.
- iii) Forge partnerships with other entities such as City agencies, schools, other DYCD-funded programs (including RHY residential programs) aimed at creating an interlocking network of resources available to RHY.
- iv) Convene a minimum of eight (8) community meetings per year of the Term at the Facility or off-site venues (*e.g.*, schools, churches, or community centers) with the aim of preventing youth homelessness or shortening its duration by educating the community about key risk factors, breaking stereotypes, creating a nexus between RHY and the community, disseminating information about local resources, and identifying new sources of support.

- (1) The community outreach meetings are separate and distinct from the structured workshops described above.

3) Contractor shall have sound knowledge of local and citywide resources relevant to RHY and a minimum of five (5) established community partnerships with external organizations to intentionally promote service integration at the local level and build provider networks that maximize options for RHY and youth at risk for homelessness, as follows:

- a) Community partnerships may take different forms and shall include referral agreements, co-location of services, joint projects, and subcontracted services.
 - i) Key areas for community partnerships are housing, health and mental health, and education, career development and employment services.

- (1) Contractor is required to have at least one (1) community partnership with a mental health services provider.
 - ii) The Community Partnership Agreements must be entered into with entities that are independent of Contractor’s organization. (See, Attachment C in the RFP, attached to the Agreement as Appendix D – RFP).
 - (1) If Contractor has a multi-service organization, Contractor is encouraged to help youth take advantage of relevant services operated by other units or divisions within Contractor’s own organization, however, these would not count as community partnerships.
 - (2) DYCD reserves the right to confirm the validity of all community partnerships with the proposed partner organization.
 - b) Community partners may include other DYCD-funded RHY programs and other services funded through DYCD such as educational programs for high school age youth and workforce development programs; and other City agencies, including HRA, DHS, DOE, DOHMH, Mayor’s Office to Combat Domestic Violence, MOIA, and ACS, and specialists in areas such as arts/culture, recreation, health, dental, and legal services.
 - i) The Discover DYCD digital tool, which may be found at <http://www.dycdportal.nyc/discoverdycd/home>, is available to help identify DYCD-funded programs by neighborhood.
 - c) If Contractor’s Program does not specifically target LGBTQ or sexually exploited youth, Contractor shall have a community partnership with a specialist organization that possesses the necessary expertise and experience to advise and assist Staff and ensure they deliver effective and culturally sensitive services to all youth, including those who are members of these subgroups.
- 4) Contractor shall explain and provide members of the Target Population served with written information about Program Services, Contractor policies and processes, their rights and privileges relating to confidentiality, and grievance and complaint procedures; and Contractor shall ensure that all youth understand Program expectations and their responsibilities.
- a) Contractor shall develop a progressive disciplinary policy, that DYCD reserves the right to review, and which will become part of Contractor’s operating manual; and such disciplinary procedures will at a minimum:
 - i) Identify acts that warrant disciplinary action and the specific disciplinary consequences of such acts;

- ii) Provide for progressive discipline corresponding to the seriousness of the infraction; and
 - iii) Outline steps to be taken in cases where Contractor determines that a youth should be involuntarily discharged, including informing the youth in advance of the grounds for the proposed discharge and giving the youth the opportunity to meet with a neutral Program supervisor to challenge the proposed discharge.
- 5) Contractor shall have written security and safety protocols in place, including crisis response protocols, weapons and illegal substance control, and emergency preparedness that address the safety of Staff and members of the Target Population participating in the Program and are communicated broadly.
- 6) Contractor shall comply with applicable RHY Regulations.
- 7) Contractor shall comply with DYCD contract obligations and State certification regulations, including reporting of incidents to DYCD and the State Justice Center as appropriate.
- 8) Contractor shall cooperate with DYCD regarding site visits conducted for the purpose of inspecting physical plant, operations, Program Services, staffing schedules, personnel and Staff training records, youth case records, and other programmatic elements relating to contractual obligations and State certification regulations.
- 9) Contractor shall cooperate with DYCD, or a consultant acting on its behalf, in Program evaluations, including administration of surveys and other activities relating to Program evaluation studies.
- 10) Contractor shall attend DYCD-organized trainings and events designed to promote best practices and enhance the skill levels of Staff, as requested.
- 11) Contractor shall adopt an appropriate social media policy to guide social media communications between Staff and youth, which at a minimum will conform to the policy set out in Social Media Policy for DYCD Providers. *See*, http://www1.nyc.gov/assets/dycd/downloads/pdf/DYCD_Provider_Social_Media_Policy.pdf
- 12) Contractor shall maintain the Facility and ensure that:
 - a) The Facility provides a safe and welcoming environment for all members of the Target Population regardless of culture, sexual orientation, gender identity, background or status, including young parents, victims of abuse, and youth involved with the criminal or juvenile justice system.
 - i) If the Facility is designed to serve a particular subgroup of homeless youth (for example, LGBTQ youth, pregnant and parenting youth, or sexually exploited youth) it would, nevertheless, be expected to serve young people who are not members of the target group or ensure such youth receive the needed services through appropriate

referrals; and provide a safe and welcoming environment for all youth who seek help whether or not they are members of the target group.

- b) The Facility is located within one (1) of the five (5) boroughs of the City.
 - c) The Facility shall be an attractive space of sufficient size and design to accommodate all Staff, members of the Target Population, co-locators and subcontractors; include designated spaces for private counseling and case management services; and be appropriately furnished to facilitate effective delivery of Program Services.
 - d) The Facility shall have basic amenities including healthy snacks/meals and drinks, restrooms, and preferably, showers, access to laundry facilities, chairs, tables and computers for the use by youth who visit the Facility.
 - i) The Facility shall have designated computers that will be accessible to youth who visit the Facility to complete applications online, if applicable.
 - e) As an information and resource hub, the Facility is easily accessible by public transportation and by people with disabilities.
 - f) The Facility complies with the ADA, or, with prior written approval from DYCD, provides alternative measures, such as access to other suitable space, to ensure delivery of Program Services to members of the Target Population with disabilities.
 - i) Reasonable accommodations must be provided for youth with disabilities, as defined by the ADA.
 - g) The Facility is equipped with computers for access by the onsite supervisor and key Staff; Internet service is maintained at the Facility; and email addresses are established for the onsite supervisor and key Staff.
 - h) There is prominently posted in the Facility a notice, in English and such other language(s) as are appropriate for members of the Target Population, giving the name, address, and telephone number of DYCD, stating that DYCD is the oversight agency for the Program, that comments about the Program may be made to Staff or anonymously to DYCD, and that DYCD will investigate and resolve any complaints.
 - i) The Facility operates twenty-four (24) hours a day, seven (7) days per week.
- 13) Contractor shall recruit, screen, hire, and supervise appropriately qualified Staff to provide Program Services, in compliance with applicable federal and local non-discrimination and equal employment laws, rules, and regulations, as follows:
- a) Contractor shall employ, at a minimum, one (1) full-time Program Director, one (1) full-time Community Outreach Coordinator and other Staff, such as case managers, counselors and youth workers, deemed necessary for effective operation of the Program.

- i) The Program Director, as site supervisor, shall have a bachelor’s degree or higher qualification and four (4) or more years of experience working with youth, including at least two (2) years in a supervisory position.
 - ii) The Community Outreach Coordinator shall have two (2) or more years of experience working with youth and a track record of conducting public education and making presentations on issues relevant to RHY.
 - iii) Case managers shall have:
 - (1) A bachelor’s degree and access to case support by a Staff member with a master’s degree and four (4) years of experience; and
 - (2) At least two (2) years of experience serving at-risk youth including assessments, referrals, and other case management services.
 - iv) Case managers and counselors shall have extensive experience working with City systems such as public assistance, child welfare, education, and housing.
- b) Contractor shall ensure that:
- i) All Staff have the qualifications, and inspire and trust and confidence among youth, including appropriate cultural sensitivity, acquired through training and experience, to provide services to RHY from any background including, in particular, LGBTQ and sexually exploited youth; and have completed training in DYCD’s core competencies for youth workers and other professional development as specified below.
 - ii) Staff are trained in topics such as safety and emergency procedures; HIV awareness and education; case records and confidentiality; youth development; child abuse prevention and reporting; suicide prevention; cultural diversity awareness; domestic violence; pregnancy prevention and parenting; issues affecting LGBTQ youth; sexual exploitation; substance abuse; and youth with disabilities.
 - iii) All Staff, whether paid or volunteers, participate in training to increase their capacity to effectively serve members of the Target Population in a manner that reflects DYCD’s Core Competencies for Youth Work Professionals and for Supervisors of Youth Work Professionals , as posted on http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth-Work_Professional-Core-Competencies-full-document-6-2009.pdf and http://www1.nyc.gov/assets/dycd/downloads/pdf/Supervisor_Core-Competencies-full-document.pdf, respectively.
 - iv) Staff is provided with opportunities for ongoing professional development and is given information about the Family Development Training and Credentialing Program (“FDC Program”) and eligibility for scholarships to the FDC Program that are offered through DYCD.
 - (1) Successful completion of the FDC Program will satisfy State RHY training requirements.
 - v) Staff has access to computers and the Internet for data collection and management, and the skills required to utilize the DYCD data reporting systems.

- vi) Staff provides Program Services in a manner that is sensitive and alert to the diverse cultures, traditions, religious affiliations, and backgrounds of the members of the Target Population.
- viii) Onsite supervisors or key Staff attend DYCD-sponsored monthly Program meetings.
- c) Contractor shall screen the backgrounds and fingerprint all prospective Staff in accordance with all federal, State, and City regulations before hiring or retaining the same, as follows:
 - i) Contractor shall make an inquiry into all of the following for each prospective employee whose position would hold the potential for regular and substantial contact with members of the Target Population under the age of eighteen (18):
 - (1) Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, but with care taken to comply with the New York City Fair Chance Act; Article 23-A of the New York Correction Law; Section 6.04 – Recruitment and Hiring of Staff of the Agreement; and applicable laws and regulations, and with particular concern regarding the following offenses:
 - (a) sexual misconduct, especially involving minors;
 - (b) violent or assaultive behavior directed against persons or property which caused serious injury or damage;
 - (c) theft of public property;
 - (d) bribe receiving or bribe offering;
 - (e) possession or use of lethal weapons of any kind; and
 - (f) acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of members of the Target Population served or other Staff.
 - (2) Employment history, including verification of each prospective staff member's previous work history;
 - (3) Employment eligibility, including, where appropriate, verification of educational credentials and certification status;
 - (4) Military service, including, where appropriate, verification of discharge status;
 - (5) Any other relevant information related to character, conduct or background.
 - ii) Contractor shall ensure compliance with all federal, State and City regulations, including the screening requirements in the RHY Regulations, the Protection of People with Special Needs Act N.Y. Exec. Law §550 *et seq.* and N.Y. Soc. Serv. Law §488 *et seq.* (and any rules and regulations promulgated thereunder), and DYCD regulations, policies and procedures with respect to investigation for criminal conviction histories of Program Staff members, proposed or currently employed, including any required fingerprinting procedures for youth programs.
 - iii) If after extending a conditional offer of employment or retaining a Staff member Contractor learns that such Staff member has a criminal conviction history,

- Contractor shall provide written notification to DYCD of such person’s criminal conviction history and, if Contractor determines to move forward with employing such Staff member and if requested by DYCD, share with DYCD Contractor’s rationale for moving forward with employment.
- iv) Contractor shall require that all Staff give immediate notice of any arrest, and, upon learning, at any time during the Term, that a Staff member has been arrested, promptly notify DYCD of the arrest and the alleged conduct underlying the arrest.
 - (1) Contractor shall assess whether the Staff member’s presence at the Facility poses any threat to members of the Target Population served before allowing such Staff member to return to the Facility where members of the Target Population served are present.
 - (2) If it is determined that the presence of such Staff member at the Facility poses a threat to members of the Target Population served, such Staff member shall be barred from the Facility pending resolution of the criminal matter.
 - (a) Contractor shall ensure that any vacancy resulting from the barring of such Staff member is promptly filled with another appropriately qualified person; and
 - (b) Should the filling of such vacated position necessitate the employment or retention of additional Staff, Contractor shall select the same subject to all applicable provisions of this Article III.
 - v) To ensure that effective protection is afforded to members of the Target Population served and Staff members, Contractor shall make diligent efforts to inform DYCD when Contractor becomes aware of the arrest or criminal conviction record of any Staff member.
 - d) Contractor shall maintain sufficient trained staff and resources, including computer technology, to deliver Program Services and perform necessary administrative functions throughout the Term, including, but not limited to:
 - i) Program evaluation;
 - ii) Implementation of corrective action required by DYCD;
 - iii) Program monitoring;
 - iv) Program research and development, including the preparation of reports required by DYCD; and
 - v) Fiscal review, audit, and close-out of the Program.
 - e) Contractor shall provide a copy of its personnel manual to all Staff; require each Staff member to submit written acknowledgement thereof, to be kept in the Staff member’s personnel file; and resolve all personnel matters in accordance with the procedures established in its personnel manual.
- 14) Contractor shall maintain records and make reports as follows:
- a) Contractor shall collect and report statistical data as requested by DYCD, in a format consistent with DYCD policies and procedures and RHY Regulations utilizing the

DYCD data management systems, including Capricorn and other DYCD systems that may be introduced, as directed by DYCD, as follows:

- i) Contractor shall provide monthly statistical reports.
- ii) Contractor shall maintain a record-keeping system for the members of the Target Population served with the capacity to maintain data on the number of members of the Target Population served, the number of members of the Target Population assigned to case management services, demographics, contacts, documentation of each individual referral to other services, the services provided, and outcomes, including reunification, entry to Crisis Services or TIL programs, and number of members of the Target Population and their families referred for case management services more than once.
 - (1) Contractor shall utilize the DYCD data management systems specified by DYCD, including systems to track members of the Target Population served, budgets, incident reports, Program evaluation and other systems that may be introduced to record data, as directed.
 - (2) Contractor shall use a secure client record-keeping system for information on individual youth as required by DYCD, for example, ISPs, progress notes and referrals to other services.
- iii) Contractor shall report the number of sexually exploited youth served to enable DYCD to comply with the applicable reporting requirements in Title 21, Chapter 4 of the New York City Administrative Code.
- iv) Contractor shall use computers and software that comply with DYCD's technical requirements, as follows:
 - (1) A modern browser, such as Google Chrome, Apple Safari, Microsoft Edge, or Mozilla Firefox, is required.
 - (2) A stable broadband Internet connection is required; dial-up modems are not sufficient.
 - (3) Up-to-date anti-virus software is required.
 - (4) Firewall software or hardware is strongly recommended.
 - (5) A computer system that employs hierarchical password protection to define and restrict access to specified users is required.
- b) Contractor shall submit all required fiscal and Program reports to DYCD in accordance with DYCD procedures and requirements set forth herein and in the Fiscal Manual.
- c) Contractor shall promptly report any information concerning corrupt or other criminal activity, conflicts of interest, unethical conduct, misconduct, or incompetence by any Staff to the Inspector General for DYCD at the City Department of Investigation.
- d) Contractor shall report incidents in accordance with DYCD's policies and procedures, including the use of any forms prescribed by DYCD, as follows:
 - i) Contractor shall document all injuries and existing or suspected incidents of child abuse and/or property loss on Incident Report Forms supplied by DYCD; notify

- DYCD within twenty-four (24) hours and complete and send all supporting forms to DYCD within three (3) days of any incident.
- ii) Contractor shall notify DYCD of any incident or allegation of abuse of a member of the Target Population by any Staff. The term “abuse” here refers to any physical, sexual, emotional, or verbal abuse or any other maltreatment. This notification must be made to DYCD by telephone immediately upon discovery, followed by a written report on DYCD’s Incident Report Form within three (3) days of such incident.
 - iii) If Contractor is enrolled in the Central Insurance Plan (“CIP”), then Contractor shall notify DYCD of any injuries to any member of the Target Population, Staff, other employee, visitor, or any other person, which occurs in conjunction with the Program, in any way, and of any damage to the Facility or any damage or theft of equipment purchased with DYCD funds. This notification must be made to DYCD by telephone within twenty-four (24) hours of the incident, followed by a written report on DYCD’s Incident Report Form, to be delivered to DYCD within three (3) working days.
 - iv) In addition to the reporting requirements set forth in sections i), ii), and iii) of this section “d)”, Contractor shall comply with any statutory or regulatory obligations to report child abuse and maltreatment to the New York State Central Register of Child Abuse and Maltreatment, including but not limited to those mandated by section 413 of New York State Social Service Law.
 - e) For a period of no less than seven (7) years from conclusion of the Term, Contractor shall keep and maintain files of all fiscal and Program electronic and printed documents, records, and reports prepared or utilized in connection with the performance of this Agreement and promptly deliver to DYCD all such documents, records, and reports upon request of the City, DYCD, and the respective duly authorized agents, and assigns thereof.
- 15) Contractor shall have the following organizational experience:
- a) At least five (5) years of successful experience within the past seven (7) years providing services to vulnerable youth.
 - i) Experience includes conducting needs assessments, providing individual and group counseling, and developing and implementing ISPs.
 - b) Experience serving LGBTQ, sexually exploited and other subgroups of youth who are especially vulnerable.
 - c) A track record of successful collaborations with other local agencies and organizations that enhanced services available to vulnerable youth.
 - d) A demonstrable track record of success showing that it met or exceeded funder expectations.
- 16) Notwithstanding any provision in Section 3.02 of Appendix A of this Agreement, Contractor shall ensure that with respect to subcontracts, linkages, referral and assistance, and service coordination:

- a) No more than thirty-five percent (35%) of the total amount of this Agreement shall be subcontracted.
 - i) Subcontracting is not allowed for:
 - (1) the provision of beds, but may cover related or incidental services; or
 - (2) administrative functions, including but not limited to data entry and record keeping.
 - ii) Contractor shall not enter into any subcontract for an amount greater than twenty thousand dollars (\$20,000.00) for the performance of its obligations, in whole or in part, without the prior written approval of DYCD.
 - iii) All subcontracts for an amount greater than twenty thousand dollars (\$20,000.00) and the subcontractors for such subcontracts are subject to DYCD approval before any expenses are incurred or any payments are made to them by Contractor.
 - b) All subcontract, linkage or referral agreements between Contractor and other service providers shall be in accordance with and subject to the terms of this Agreement.
 - i) The Contractor expectations set out in the RFP equally apply to any subcontractor.
 - ii) Services provided by any subcontractor must be integrated into the overall Program design.
 - c) Nothing contained in any such subcontract, linkage, or referral agreement shall:
 - i) impair the rights of DYCD under this Agreement;
 - ii) relieve Contractor of any responsibility under this Agreement; or
 - iii) create any contractual relationship between any entity with which Contractor has entered into a subcontract, linkage or referral agreement and DYCD.
 - d) All subcontracts, linkages and referrals shall be monitored by Contractor to ensure satisfactory delivery of Program Services.
 - e) Contractor must comply with the City of New York’s Payee Information Portal (“PIP”) subcontractor reporting requirements.
 - i) Contractor shall list all subcontractors in PIP.
 - ii) Contractor shall report payments made to a subcontractor in PIP within thirty (30) days of making the payment.
- 17) Contractor is encouraged to:
- a) utilize businesses and individual proprietors listed on the NYC Online Directory of Certified MWBE Businesses, available at www.nyc.gov/sbs, as sources for their purchases of goods, supplies, services and equipment using funds obtained through this Agreement; and
 - b) utilize businesses and individual proprietors owned/operated by people with disabilities as sources for their purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

- 18) Contractor shall ensure that no person shall be hired for any position nor contract be entered into with any person for services in connection with the Program if an immediate family member and/or household member of that person is employed by Contractor in any management capacity, including as an officer or member of Contractor’s board of directors. For purposes of this Agreement, the following are included within the definition of “immediate family and/or household member”:
- a) Persons related by co-sanguinity, adoption and/or affinity including but not limited to the following: father, father-in-law, grandfather, mother, mother-in-law, grandmother, brother, step brother, brother-in-law, sister, step sister, sister-in-law, son, step son, son-in-law, daughter, step daughter, daughter-in-law, niece, nephew, aunt, uncle, cousin;
 - b) Persons who have a child in common regardless of whether such persons have been married or have lived together at any time;
 - c) Persons legally married to each other whether separated or not;
 - d) Persons living together and/or domestic partners regardless of whether such persons are registered as domestic partners in accordance with the New York City Administrative Code §3-240 and/or E. O. Number 123, dated August 7, 1989 and E. O. Number 48, dated January 7, 1993.
- 19) Contractor shall maintain insurance in the amounts specified in Schedule A of Appendix A of this Agreement that names the City and, if applicable, DOE or NYCHA, including their respective officials and employees, as additional insured parties thereunder.

SCHEDULE 1 - PROGRAM PLAN