

APPENDIX B

RUNAWAY AND HOMELESS YOUTH

STREET OUTREACH SERVICES

COMPETITION 2 – SOUTHERN OUTREACH SERVICES 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 Service Area” means the geographical area for Competition 2 – Southern Outreach Services designated in Article II hereof, in which the Program Services, defined herein, are provided.
- 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) “HRA” means the City Human Resources Administration.
- 11) “LGBTQ” means lesbian, gay, bisexual, transgender, queer and questioning.

- 12) “MOIA” means the City Mayor’s Office of Immigrant Affairs.
- 13) “NYCHA” means New York City Housing Authority.
- 14) “OCFS” means the New York State Office of Children and Family Services.
- 15) “Program” means a Street Outreach Services, defined below, 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.
- 16) “Program Services” means all of the activities, operations, and services conducted by Contractor in its performance of the Program, including delivery to members of the Target Population, defined below, of the services set forth in Article III, below.
- 17) “RHY” means runaway and homeless youth.
- 18) “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](http://ocfs.ny.gov/main/youth/rhy/regulations.asp).
- 19) “Staff” means all persons, whether paid or volunteer, engaged by Contractor to provide Program Services.
- 20) “Street Outreach Services” means a program whose purpose is to help prevent youth homelessness or minimize its duration by distributing information to members of the Target Population, defined below, about available RHY and other services, including Drop-In Centers and residential programs, and responding to their urgent needs, *e.g.*, for food, clothing, first aid and transportation.
- 21) “Street Outreach Vehicle(s)” means vehicle(s) utilized to conduct street outreach to members of the Target Population, defined herein, and provide Program Services.
- 22) “Target Population” means RHY age twenty-four (24) years and under and youth at risk for homelessness in New York City.

- 23) “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 SERVICE AREAS

- 1) Contractor shall make at least 4,800 contacts with members of the Target Population in each year of the Term in the streets and elsewhere (*e.g.*, bus or train stations, hospital emergency rooms, and NYCHA community centers).
- 2) Subject to the availability of funds and by mutual consent of the parties, service levels may be adjusted during the Term and any Renewal Term.
- 3) The Designated Service Area is the geographical area for Competition 2 – Southern Outreach Services comprised of the boroughs of the Brooklyn and Staten Island, in their entirety; and Manhattan below 59th Street.

ARTICLE III — SCOPE OF SERVICES

Contractor shall provide Program Services 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:

Contractor shall ensure that all its contacts with RHY make youth feel safe and welcome, regardless of age, culture or background; and, to this end, Contractor shall provide effective training and supervision and provide effective protocols to guide Staff behavior.

- 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 RHY are often exposed to trauma prior to or during their homelessness, Staff shall be guided by the principles and practices of trauma-informed approaches, and make empathetic relationships that reflect an understanding of the effects of trauma, social justice principles and meaningful choices for members of the Target Population a central focus in the delivery of Program Services.
 - 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 as indicated by DYCD’s Promote The Positive approach (*see*,

<https://www.flipsnack.com/NYCDYCD/dycd-promote-the-positve-flipbook-for-rfp.html>); and Staff shall show themselves to be as caring adults and positive role models to promote 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 engaging and building trusting relationships with RHY that encourage them to access available resources and make responsible decisions.
 - c) Counseling and Family-related Issues:
Contractor shall, wherever possible and appropriate, reconnect youth with members of youth's family of origin or significant, nonrelated caring adults with whom they can stay and be safe.
 - d) Services that Address Health and Mental Health Needs:
Contractor shall address any emergency health or mental health needs, as necessary or call 911 for assistance.
 - e) Services that Highlight the Importance of Education, Career Development, and Job Readiness:
Contractor shall encourage youth to think about education and employment-related goals and suggest resources that could help them achieve those goals as part of Contractor's efforts to build relationships with RHY.
- 2) Contractor shall deliver the following Program Services which include, but are not limited to, the following elements:
- a) Core Elements of Program Services:
Street Outreach workers shall:
 - i) Provide food, clothing and other resources to members of the Target Population.
 - ii) Address urgent medical or mental health needs of members of the Target Population.

- iii) Make referrals to services that can assist members of the Target Population.
 - iv) Encourage members of the Target Population to accept transportation to their homes, Crisis Services Programs, or other safe locations.
 - v) Distribute information about available services and educational materials to members of the Target Population.
 - vi) Develop a rapport with youth in the streets and elsewhere in order to be able to inform members of the Target Population directly about DYCD's RHY programs, refer them to Drop-In Centers and Crisis Services Programs, and respond to their emergency needs.
- b) Street Outreach Vehicles:
- i) Contractor shall be responsible for procuring suitable Street Outreach Vehicle(s) required to operate the Program Services.
 - ii) The Street Outreach Vehicle(s) used by Contractor shall be insured and appropriate in size and design for the purpose of conducting the Program Services, including the transportation of youth, as necessary, to safe locations.
 - (1) Contractor shall maintain Commercial Automobile Liability Insurance of at least \$1,000,000.00 per accident combined single limit, with coverage at least as broad as the most recently issued ISO Form CA 00 01.
 - iii) Minimum staffing shall be two (2) Street Outreach workers; and each Street Outreach driver shall have a valid New York State driver's license (*See*, Section 15)a) below).
- c) Locations for Program Services:
- i) Contractor shall focus its efforts in locations where homeless and at-risk youth are known to congregate within the Designated Service Area.
 - (1) Contractor shall possess knowledge of popular locations in the Designated Service Area and the number of RHY and at-risk youth who typically congregate there during weekdays and on weekends.
 - ii) Contractor shall collaborate with DYCD and adjust its operations, as necessary, to ensure coverage in key locations.
- d) Hours of Operation:
- Program Services shall operate for six (6) hours on six (6) days per week, including Saturdays, between the hours of 7:00 p.m. in the evening and 5:00 a.m. the next morning.

- i) DYCD reserves the right to adjust schedules during the term of the Agreement based on service utilization.
 - ii) Contractor shall be expected to respond to calls for assistance outside their Designated Service Area if the other contractor is unavailable or the situation is an emergency, if applicable.
 - e) Outreach and Engagement:
During the specified Program hours set forth in Schedule 1 - Program Plan hereof, Staff shall actively reach out to RHY and youth at risk of homelessness, victimization, or in unsafe situations in the street or other locations.
 - i) Street Outreach workers shall provide sensitive, culturally-appropriate responses, developing a rapport with youth and encouraging them to take advantage of available services that can help them.
 - f) Support and Referral Services:
 - i) Staff shall provide youth with information and resources, including snacks.
 - ii) Staff shall refer youth, as appropriate, to Drop-In Centers and other RHY programs.
 - iii) Staff shall distribute information about services available at Drop-In Centers, healthcare services and other local network providers to which youth can self-refer.
 - iv) Contractor shall provide materials that encourage safe sex and prevent HIV and STDs.
 - g) Urgent Needs Assessment:
Contractor shall provide crisis intervention and counseling, offering information about resources, and, when youth are willing to accept assistance, help them access the services they need.
 - h) Transportation Services:
Where youth are in need of and willing to accept transportation, Contractor shall safely take them (or arrange for safe transportation) to their homes, shelter or other safe location, including, if appropriate, a hospital.
- 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, local police precincts, hospitals or emergency clinics/mobile teams, education, career development and employment services.
 - 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 must ensure that Program Services provide reasonable accommodations for youth with disabilities, as defined by the ADA.
- 6) 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.
- 7) Contractor shall comply with applicable RHY Regulations.
- 8) Contractor shall comply with DYCD contract obligations and State certification regulations, including reporting of incidents to DYCD and the State Justice Center as appropriate.
- 9) 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.
- 10) 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.
- 11) Contractor shall attend DYCD-organized trainings and events designed to promote best practices and enhance the skill levels of Staff, as requested.
- 12) 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
- 13) Contractor shall ensure that Staff has access to computers and the Internet at the Contractor's office to which Staff reports; and have designated computers at the office that shall be accessible to youth to complete applications online, if applicable.

- 14) Contractor shall ensure that there is prominently posted in their office and Street Outreach Vehicle(s) 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.
- 15) 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, for Street Outreach Vehicles, two (2) workers per Street Outreach Vehicle at all times.
 - i) Each Street Outreach worker shall have, at a minimum, a high school diploma or equivalent, and two (2) years of relevant experience working with RHY and youth at risk for homelessness.
 - (1) Each Street Outreach driver shall have a valid New York State driver's license.
 - (2) Contractor shall have on Staff at least one (1) individual with a degree in social work or other relevant field who shall be able to assist and advise the Street Outreach workers, as needed.
 - b) Contractor shall ensure that:
 - i) Staff, both paid and volunteer, shall have the necessary cultural competence to provide services to RHY and youth at risk targeted by Program Services.
 - ii) Staff is provided with appropriate training and opportunities for professional development to enable them to effectively deliver Program Services.
 - iii) Staff has access to computers and the Internet for data collection and management, and the skills required to utilize the DYCD data reporting systems.
 - iv) 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.
 - v) 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 sites located in the Designated Service Area, including Contractor's office to which Staff reports, poses any threat to members of the Target Population served before allowing such Staff member to return to the sites located in the Designated Service Area, including Contractor's office to which Staff reports, where members of the Target Population served are present.

- (2) If it is determined that the presence of such Staff member at the sites located in the Designated Service Area, including Contractor's office to which Staff reports, poses a threat to members of the Target Population served, such Staff member shall be barred from the sites located in the Designated Service Area, including Contractor's office to which Staff reports, 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.
- 16) 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 contacted, the number and nature of services provided, the primary geographical locations where services were provided, the information and materials distributed, demographics, documentation of each individual referral to other services

and the other services provided, and outcomes, including reunification, entry to Crisis Services or TIL programs.

- (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, Individualized Service Plans, 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 sites located in the Designated Service Area, including Contractor's office to which Staff reports, 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.
- 17) Contractor shall have the following organizational experience:
- a) A minimum of five (5) years of experience within the last seven (7) years providing services to at-risk youth comprising assessments, referrals to other agencies, and case management that includes engagement of youth, needs assessments, support and referrals, transportation and provision of culturally-sensitive and trauma-informed services and information.
 - b) Experience in serving LGBTQ, sexually exploited and other vulnerable groups of youth.
 - c) A track record of collaboration with other agencies or established linkages with organizations that offer enhanced services to vulnerable youth.
 - d) A demonstrable track record of success showing that it met or exceeded funder requirements.
- 18) 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.
- 19) 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.
- 20) 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