

APPENDIX B

RUNAWAY AND HOMELESS YOUTH

CRISIS SERVICES AND TRANSITIONAL INDEPENDENT LIVING PROGRAMS

COMPETITION 2 – TIL PROGRAMS

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, thereby allowing Crisis Services and TIL, defined below, programs to focus their resources on youth who have fewer options.
- 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 TIL, defined below, 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 TIL, 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 Residents, defined below.
- 17) “Program Services” means all of the activities, operations, and services conducted by Contractor in its performance of the Program, including operation of a TIL, defined below, and delivery to the Residents, defined below, of the services set forth in Article III, below.
- 18) “Resident” means a resident of the TIL, defined below, for whom Program Services are provided hereunder.
- 19) “RHY” means runaway and homeless youth.
- 20) “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).
- 21) “Staff” means all persons, whether paid or volunteer, engaged by Contractor to provide Program Services.
- 22) “Target Population” means homeless youth ages sixteen (16) years through twenty (20) years, and any dependent children, who have been deemed suitable for a transitional independent living placement by a DYCD RHY Crisis Services Program or drop-in center or the DYCD RHY Youth Coordinator.

- 23) “TIL” means a voluntary transitional independent living residential program, as defined in 9 NYCRR §182-2.2, 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:
- a) Housing Residents in an OCFS-certified cooperative housing setting for a maximum period of up to twenty-four (24) months (*see*, 9 NYCRR §182-2.9 (d) (2)).
 - b) Serving a maximum of twenty (20) youth, in accordance with RHY Regulations, unless a variance has been obtained from OCFS allowing for additional beds.
 - c) Allowing Residents maximum responsibility for their daily lives while providing access to onsite counseling and support services.
 - d) Having the primary purpose of equipping Residents with the social, emotional and life skills needed to live independently and advance their educational and career goals.

ARTICLE II – SERVICE LEVELS AND FACILITY LOCATION

- 1) Contractor shall provide during the Term a TIL for <<# of Beds>> beds maintained at a minimum utilization rate of ninety percent (90%).
 - a) Contractor is expected to begin accepting placements as soon as it has been approved by DYCD to do so.
- 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 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) Contractor shall follow the process of referrals to TILs set forth below:
 - a) Contractor shall communicate regularly with Crisis Services and Drop-In Center Programs and report availability of beds to DYCD on a daily basis through Capricorn or other participant tracking system specified by DYCD to ensure the Facility receives notification of potential referrals in a timely manner.
 - i) A youth may be referred to the Facility by any OCFS-certified Crisis Services Program following a comprehensive assessment.

- (1) If a youth is not residing in an OCFS-certified Crisis Services Program shelter, a request for a waiver must be submitted to the DYCD RHY Youth Coordinator for permission for the youth to be admitted to the Facility, subject to documentation demonstrating the suitability of the youth for a TIL services program.
 - b) Contractor shall make every effort to fill a vacant bed within seventy-two (72) hours and maintain utilization rates of at least ninety percent (90%).
 - i) Vacancy during the seventy-two (72)-hour period will not count for the purpose of calculating the bed utilization rate described above in Article II, Service Levels and Facility Location, Section 1).
 - c) The Facility shall communicate its decision to accept the referral to both the referring agency and to DYCD within forty-eight (48) hours.
 - i) If a Facility fails to make a decision on a referral within forty-eight (48) hours, DYCD reserves the right to take steps to ensure the vacant bed is filled with minimum delay.
 - ii) If the Facility does not accept the referral, it must provide DYCD with a written explanation demonstrating the youth's unsuitability for placement in the Program.
 - d) The following process shall be followed for emergency referrals from Drop-In Centers to TILs:
 - i) Following the procedures specified by DYCD, a Drop-In Center may refer a youth in need of an emergency housing placement directly to a TIL.
 - ii) The Drop-In Center shall first establish that no bed is available in a Crisis Services Program and undertake an assessment to determine whether it is appropriate to refer the youth for emergency placement in a TIL.
 - iii) If the Facility does not accept an emergency referral from a Drop-In Center, it must provide DYCD with a written explanation demonstrating the youth's unsuitability for an emergency placement in its Program.
- 2) Contractor shall deliver Program Services which include, but are not limited to, the following elements:
- a) Intake
 - i) Contractor shall ensure, at a minimum, that an appropriate Staff member is available to receive referrals between the hours of 10:00 a.m. and 8:00 p.m.

- (1) If Contractor receives an emergency referral from a Drop-In Center, Contractor shall address the urgent needs of the youth; provide emergency shelter, food, clothing, counseling and crisis intervention, transportation services; and distribute informational materials about DYCD programs.
- ii) Contractor shall give priority to any minor (*i.e.*, youth ages sixteen (16) through seventeen (17) years) for placement and services in OCFS-certified residences.
 - (1) Services will include communication with parents in accordance with applicable requirements and safety considerations and notification to State Central Registry, when necessary, and ACS, where appropriate, to coordinate care and longer-term solutions for children.
 - (2) Contractor shall provide notification, to the maximum extent possible, of the presence of any Resident under the age of eighteen (18) years in the Program, preferably, within twenty-four (24) hours, but not more than seventy-two (72) hours after admission of the Resident, to the parent, guardian, or legal custodian with whom the Resident last resided, or in whose custody the Resident was most recently placed, prior to admission to the Program. (*See*, 9 NYCRR §182-2.9 (c)).
- iii) Contractor shall welcome Residents and explain and provide Residents with written information about Program Services, Contractor policies and processes, their rights and privileges relating to confidentiality, and grievance and complaint procedures.
 - (1) 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:
 - (a) Identify acts that warrant disciplinary action and the specific disciplinary consequences of such acts;
 - (b) Provide for progressive discipline corresponding to the seriousness of the infraction; and
 - (c) Outline steps to be taken in cases where Contractor determines that a Resident should be involuntarily discharged, including informing the Resident in advance of the grounds for the proposed discharge and giving the Resident the opportunity to meet with a neutral Program supervisor to challenge the proposed discharge.
- iv) Contractor shall obtain a signed agreement from each Resident acknowledging receipt of the information provided described in Subparagraph iii) above and agreeing to comply with Program rules.

- v) Contractor shall distribute informational materials provided by DYCD, as requested.
- b) Contractor shall adopt a comprehensive approach to the provision of Program Services, which shall include:
 - i) Assessment: Contractor shall undertake a comprehensive, in-depth, skills and needs assessment to establish family and institutional history (including foster care and any prior residential placements) and identify the services, including a psychiatric evaluation, that the Resident requires; and develop an Individualized Services Plan (“ISP”) with the Resident.
 - (1) Contractor shall complete the assessment and develop the ISP within thirty (30) days of admission.
 - (2) The ISP shall be reviewed with the Resident at least every sixty (60) days, and revised, as necessary.
 - ii) Case Management/Counseling:
 - (1) Contractor shall provide individual and group counseling, and family counseling (if necessary to address the needs of the Resident).
 - (2) Contractor shall provide case management that includes the following components:
 - (a) Holistic assessment to support Resident in development of an ISP for comprehensive services, as indicated above in Subsection b) i);
 - (b) Support and on-going monitoring of the ISP, including working with and advocating on behalf of Resident to meet Resident’s identified goals; and
 - (c) Regular reviews of the ISP with Resident, as required under the OCFS Regulations to assess progress and make necessary revisions.
 - (3) Contractor shall provide case management/counseling sessions that seek opportunities to address family issues and reasons for conflict.
 - (a) The case manager/counselor will draw attention to the potential benefits of greater family connectedness, and, unless clearly inappropriate due to a history of abuse or violence, adopt effective strategies to promote family reunification or improve family relationships, including building relationships with wider kinship groups and significant, nonrelated caring adults (family members of choice).
 - (4) Contractor shall provide housing advice.

- (a) The case manager/counselor will help Resident identify appropriate housing placements prior to discharge.
- (5) Contractor shall obtain written consent from Resident and, if applicable, members of Resident's family, before disclosing any information to or discussing recommendations for services with other agencies; in particular, anticipate requests for information regarding housing options, and obtain the necessary consents, in advance, in order to provide the necessary assistance with housing in a timely fashion.
- iii) Life Skills Training: Contractor shall offer training and support in basic life skills to Residents through coaching, workshops, hands-on-learning, and other approaches.
 - (1) Topics covered will range from personal hygiene, health maintenance, and housekeeping essentials to financial literacy, employment opportunities, and career pathways, family and other interpersonal relationships, and effective use of leisure time.
 - (2) Activities will be designed to develop problem-solving, decision-making, and communication skills.
- iv) Contractor shall be responsible for providing youth in need with transportation services (*e.g.*, provide MetroCards) and ensure that RHY are safely transported to secure and appropriate locations, necessary appointments and referral organizations; and if transportation is provided directly by Contractor, ensure that all drivers are qualified and licensed and vehicles insured.
- c) Discharge/Follow-up Services:
 - i) Contractor shall conduct an exit interview with Resident prior to a planned discharge from the Program and continue to provide case management and other appropriate services, excluding shelter, for at least ninety (90) days following discharge (*see*, 9 NYCRR §182-2.9 (j) (2)) and maintain written records of all such post-discharge efforts (*see*, 9 NYCRR §182-2.9 (j) (3)).
 - (1) In the case of unplanned discharges, Contractor shall attempt to reach former Resident at least two (2) times within the thirty (30) days following discharge.
 - (2) In the case of involuntary discharges, Contractor shall include a discharge summary form in a former Resident's file.

- (a) Resident shall be offered the opportunity to write comments on the form which would include the Program supervisor's review of the case and signature.
 - (b) Contractor must report all involuntary discharges to DYCD, as directed, and make the discharge summary form available for DYCD to review.
 - ii) Contractor shall employ follow-up services designed to support Resident during the most vulnerable period following transition from the Program to help prevent future homelessness.
 - (1) Contractor shall identify a housing counselor who would be responsible for identifying housing resources for Residents and provide post-discharge follow-up services.
 - (2) Contractor shall document follow-up services and housing status of a former Resident in the former Resident's case record.
- 3) Contractor shall provide a Program that embraces a philosophy which recognizes and values the strengths and capacities of individuals and communities; and whose key features include empathetic relationships informed by social justice principles such as inclusion, empowerment, respect, and collaboration, and meaningful choices for Residents secured through mobilization of community resources.
 - a) Within this strengths-based framework, emphasis is given to Positive Youth Development ("PYD"), Social and Emotional Learning ("SEL"), and Youth Leadership in order to promote positive outcomes for Residents, families and communities.
 - i) 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 Residents to be heard so they can help shape programs and policies that affect their lives.
 - ii) SEL involves intentional development of key skills such as self-awareness, self-management, social awareness, relationships, and responsible decision-making.
 - iii) 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).
 - b) Tailor the PYD, SEL and Youth Leadership approaches to the Program, which serves Residents who are especially vulnerable, and adopt trauma-informed practices; pay attention to the mental health and emotional needs of Residents; and make the critical areas of focus relationship-building, responsible decision-making, and the development of leadership abilities that enable youth to set and achieve their goals.

- 4) Contractor shall ensure that, through protocols, training and effective supervision, the Program environment is friendly and supportive and all members of the Target Population served are treated with dignity and respect; and even though the Program is designed to address the specific needs of a particular subgroup of RHY (for example, LGBTQ youth, pregnant and parenting youth, or sexually exploited youth) it must, nevertheless, provide a safe and welcoming environment and services or referrals to other appropriate services for any youth who seek help, whether or not the youth belongs to the targeted group.
- 5) Contractor shall adopt effective strategies to address family issues as a key component and integral part of the efforts to assist Residents.
 - a) Contractor shall ensure that Staff:
 - i) Help Residents rebuild or strengthen family connections, whether or not family reunification is a likely prospect, whenever possible unless it would be inappropriate due to a history of violence or abuse.
 - (1) Family is defined here to include families of choice as well as families of origin.
 - ii) Actively seek opportunities to identify and explore family issues during needs assessments, counseling sessions and life-skills workshops, bearing in mind that family dynamics may change over time and, despite prior conflicts and dysfunctional relationships, Residents may be seeking closer connections with family members.
- 6) 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.
 - (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.
- 7) 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 Residents and are communicated broadly.
 - 8) Contractor shall comply with applicable RHY Regulations.
 - 9) Contractor shall comply with DYCD contract obligations and State certification regulations, including reporting of incidents to DYCD and the State Justice Center as appropriate.
 - 10) Contractor shall ensure that all youth understand Program expectations and Residents' responsibilities.
 - 11) 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.
 - 12) 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.
 - 13) Contractor shall attend DYCD-organized trainings and events designed to promote best practices and enhance the skill levels of Staff, as requested.
 - 14) 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

15) 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.
- b) The Facility is located within the five (5) boroughs of the City.
- c) The Facility will serve a maximum of twenty (20) youth, in accordance with RHY Regulations, unless a variance has been obtained from OCFS allowing for additional beds.
- d) The Facility is of adequate size and design to accommodate Staff, Residents and Program Services.
 - i) For a mother/child facility the space requirements are sixty (60) square feet for the mother and an additional thirty (30) square feet for each child.
- e) 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 Residents 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 e-mail addresses are established for the onsite supervisor and key Staff.
- h) The Facility shall have designated computers that will be accessible to Residents to complete applications online, if applicable.
- i) There is prominently posted in the Facility a notice, in English and such other language(s) as are appropriate for Residents, 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.

- j) The Facility operates and provides onsite Staff supervision twenty-four (24) hours a day, seven (7) days a week (*see*, 9 NYCRR §182-2.9, (a) and (g)); and Residents shall have access to the Facility at all times.
 - k) The Facility is certified by OCFS to serve members of the Target Population and operates in accordance with RHY Regulations for youth ages sixteen (16) years through twenty (20); or Contractor has submitted an application for OCFS certification to operate a TIL and Facility is able to meet applicable State requirements.
 - i) In order to expedite the provision of Program Services to youth, a Facility may serve only young adults eighteen (18) years of age and older pending OCFS certification with temporary and conditional prior written approval from DYCD and with all required safety standards being met.
 - l) If the Facility includes beds funded through other sources, the DYCD-funded beds must be designated as DYCD beds so that DYCD Program managers know where they are located within the Facility when they make site visits; and the DYCD beds do not have to be on the same floor, but must have a permanent designation within the Facility.
 - m) The Facility may serve males, females or both males and females, however, to comply with RHY Regulations 9 NYCRR §182-1.10(b)(1) and 182-2.10(b)(1), only youth of the same gender can occupy the same bedroom; accordingly, a Facility serving both males and females must provide separate bedrooms for male and female youth.
 - i) In compliance with the City's Human Rights Law protecting individuals from gender-based discrimination, provide accommodations consistent with the youth's actual or perceived sex, including the youth's gender identity, self-image, appearance, behavior or expression, whether or not that gender identity, self-image, appearance, behavior or expression is different from that traditionally associated with the legal sex assigned to an individual at birth (*see*, NYC Administrative Code §8-101 *et seq.*).
- 16) 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 onsite supervisor who has decision-making authority and primary responsibility for day-to-day Program operations at the Facility (as distinct from a manager who may oversee staff at several sites) and is the contact person at the Facility for all communications with DYCD, one (1) full-time counselor/case manager and other Staff deemed necessary for effective operation of the Program.
 - i) The onsite supervisor and counselor/case manager shall have a bachelor's degree or higher.

- ii) If neither the onsite supervisor nor the counselor/case manager has a master's degree, Contractor shall ensure that the counselor/case manager is supported by another Staff member in the organization with a master's degree in social work or related field.
- b) Contractor shall ensure that:
 - i) All Staff have the necessary cultural sensitivity, acquired through experience and training, to effectively serve RHY from any background, especially LGBTQ and sexually exploited youth; and have completed training required by the RHY Regulations as well as training in DYCD's core competencies for youth workers and other professional development as specified below.
 - ii) Staff comply with RHY Regulations relating to training, including the required minimum of training hours Staff must complete and topics to be covered, 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; LGBTQ sensitivity; 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, as posted on http://www1.nyc.gov/assets/dycd/downloads/pdf/Youth-Work_Professional-Core-Competencies-full-document-6-2009.pdf.
 - 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 experience working with City systems such as public assistance, child welfare, education, and housing.
 - vi) Staff has access to computers and the Internet for data collection and management, and the skills required to utilize the DYCD data reporting systems.
 - vii) 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 Residents 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 Residents 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 Residents before allowing such Staff member to return to the Facility where Residents are present.

- (2) If it is determined that the presence of such Staff member at the Facility poses a threat to Residents, 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 Residents 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.
- 17) 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 report the daily census of residential beds and provide monthly statistical reports.
 - ii) Contractor shall maintain a Resident record-keeping system with the capacity to maintain data on the number of youth served, Resident demographics, bed utilization rates, contacts, documentation of each individual referral to other services when a bed is not available, and services provided; and, in accordance with State regulations, maintain written documentation of all services provided to a Resident after Resident leaves the Facility.

- (1) Contractor shall utilize the DYCD data management systems specified by DYCD, including systems to track Residents, 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.
- 18) Contractor shall have the following organizational experience:
- a) At least three (3) years of successful experience within the past five (5) years providing residential services to vulnerable youth or young adults.
 - i) Experience includes conducting assessments, providing individual and group counseling, and developing and implementing ISPs.
 - b) A track record of providing services to LGBTQ and sexually exploited youth or a history of established partnerships with specialist organizations that serve such youth.
 - c) A history of successful collaboration with other community-based agencies and organizations designed to enhance services for vulnerable youth.
 - d) A demonstrated track record of success.
- 19) 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.
- 20) 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.
- 21) 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.
- 22) 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